Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, February 24, 2026

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 Poulopoulos

Ken Rubach, Town Manager
Susan Trevarthen, Town Attorney
Courtney Easley, Acting Town Clerk

Regular Town Commission

Tuesday, February 24, 2026, 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**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
   - **7.a.** Citizen Observer Patrol Annual Awards
8. **TOWN MANAGER REPORT**
   - **8.a.** Town Manager Report
   - **8.b.** October 2025 Finance Report
   - **8.c.** November 2025 Finance Report
   - **8.d.** December 2025 Finance Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
11. **CONSENT AGENDA**
    - **11.a.** Special Event Application: Easter Sunrise Service 04.05.26
12. **OLD BUSINESS**
    - **12.a.** Charter Review Board Recommendations and Commission Discussion
13. **NEW BUSINESS**
    - **13.a.** Circuit Contract
14. **COMMISSIONER PRESENTATIONS**
15. **COMMISSIONER COMMENTS**
16. **ORDINANCES 1st Reading**
17. **ORDINANCES 2nd Reading**
18. **RESOLUTIONS – PUBLIC COMMENTS**

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: 7.a.

Town Commission Agenda Item Report

Meeting Date: February 24, 2026
Submitted By: Chris Sutter, Captain, Broward Sheriff's Office
Submitting Department: Administration
Item Type: Presentation
Agenda Section:PUBLIC SAFETY DISCUSSION

Subject Title: Citizen Observer Patrol Annual Awards

Explanation:
The Citizen Observer Patrol (COP) is a Broward Sheriff's Office program in which residents of Lauderdale-By-The-Sea volunteer their time to help enhance public safety throughout the Town. COP members conduct patrols in specially marked vehicles, on bicycles, and utilizing a four-wheel-drive utility vehicle for beach patrol operations, providing increased visibility and an added layer of community engagement.

In addition to routine patrol functions, COP volunteers assist with traffic control, event support, and other duties that aid both the Town and BSO during community events and special activities. Members wear a distinctive uniform identifying them as COP volunteers and are organized in a structured format similar to BSO, including rank designations.
During 2025, COP volunteers contributed a total of **1,040 service hours** to the Town. Their efforts included:

- **3,506 miles** driven in marked patrol vehicles
- **29 hours** conducting bicycle patrol
- **127 hours** performing UTV beach patrol

The Broward Sheriff's Office greatly appreciates the dedication and selfless service of these volunteers and respectfully requests the opportunity to recognize them at the Commission meeting.
2025 Award Recipients:

- **Top COP:** Tom Criqui
- **Most Improved COP:** Dennis Petretti

Recommendation: N/A

Exhibits: None

Agenda Item No: 8.a.

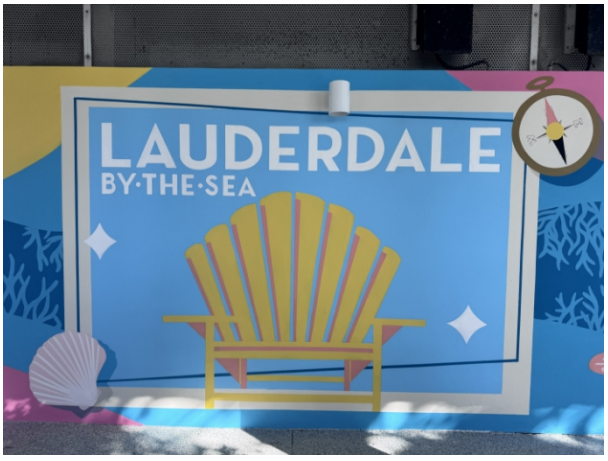
Town Commission Agenda Item Report

Meeting Date: February 24, 2026
Submitted By: Ken Rubach, Town Manager
Submitting Department: Administration
Item Type: Town Manager Report
Agenda Section:TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: **Fire/Rescue Consultant**
The Town Manager met with a consultant on February 20th to discuss the scope of work regarding a study to determine staffing levels and costs associated with the formation of a Town Fire Rescue Department. Staff will bring back that information to the Commission for their input to see if they would like to move forward with a study.

Friedt Park Mural
Staff is very excited to announce that the mural at Friedt Family Park is complete. Jonathan Ramirez, the artist, did an incredible job bringing to life his design voted on by the community. We will be hosting an official unveiling and meet and greet with the artist in the next few weeks.



Friday Night Music
The next Friday Night Music event will be this Friday, February 27th starting at 7:00 p.m. Weedline Band, a long-time Town favorite, will be taking the stage. January saw a tremendous crowd and we look forward to welcoming everyone back to kick off this weekend.

Party in the Park Series "Oceans of Love"

We had a wonderful night enjoying Friedt Park with everyone at the Oceans of Love park event. It was a night of magical appearances, treats, sweets, and family fun. A big thank you to our Broward Sheriff Office team for coming out to watch over everyone, as well as engage with our residents and share swag gifts with the kids, and to the Lauderdale-By-The-Sea Chamber of Commerce for providing sweets for everyone.



Tennis/Pickleball Court Signage Updated

The updated signage reflecting the rules for the tennis and pickleball courts has been installed. Thank you to the Public Works team for expediting this project. This updated signage will help all those who utilize the courts as it should minimize confusion regarding play. In addition to the new court signage, refreshed landscaping has been added to the area as well.



United Way Mayor's Gala

The 2026 United Way Mayor's Gala is scheduled for the evening of Saturday, April 25th at the Seminole Hardrock Hotel & Casino. For the past several years, the Town has contributed to the event as a City Table Sponsor. This sponsorship tier, at a cost of $4,000, is currently accounted for in this year's budget. The City Table sponsorship tier includes:

- One (1) table for (10) guests
- Two (2) VIP Reception tickets
- Recognition at the event
- Logo recognition in the program journal

- Full page, color advertisement in the event program

Staff is requesting direction on either confirmation that we will be moving forward with this sponsorship contribution this year, or which alternative level of contribution you'd like the Town to make.

Recommendation:

Exhibits: None

Agenda Item No: 8.b.

Town Commission Agenda Item Report

Meeting Date: February 24, 2026
Submitted By: Lucila Lang, Finance Director
Submitting Department: Finance
Item Type: Presentation
Agenda Section:TOWN MANAGER REPORT

Subject Title: October 2025 Finance Report

Explanation: Presented is the October 2025 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of October, the Town was 8.33% through the fiscal year.

Recommendation: N/A

Exhibits:
1. October 2025 Finance Report
2. October 2025 Revenue Expenditure Report
3. October 2025 Cash Investment Report

October is the first month of fiscal year 2025-2026

The following is a summary of the operating results through 10/31/25:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	$ 21,656,208.00	$ 2,607,943.00	$ 19,048,265.00	$ 218,721.08	**1.15%**	$ 1,800,626.08	**9.45%**	$ (1,581,905.00)
Building Fund	$ 1,940,940.00	$ 90,750.00	$ 1,850,190.00	$ 196,941.44	**10.64%**	$ 32,141.96	**1.74%**	$ 164,799.48
Sewer Fund	$ 1,803,000.00		$ 1,803,000.00	$ -	**0.00%**	$ 5,902.56	**0.33%**	$ (5,902.56)
Fire Fund	$ 2,548,000.00	$ 150,000.00	$ 2,398,000.00	$ 49,750.42	**2.07%**	$ (119,752.33)	**-4.99%**	$ 169,502.75
Capital Fund	$ 3,929,080.00	$ 700,000.00	$ 3,229,080.00	$ -	**0.00%**	$ 153,461.31	**3.91%**	$ (153,461.31)
Parking Fund	$ 3,613,524.00	$ -	$ 3,613,524.00	$ 274,153.03	**7.59%**	$ 87,752.03	**2.43%**	$ 186,401.00
Grand Total	$ 35,490,752.00	$ 3,548,693.00	$ 31,942,059.00	$ 739,565.97		$ 1,960,131.61		$ (1,220,565.64)

General Fund:

As of October 31, 2025, the first month of Fiscal Year 2025-2026, General Fund activity is proceeding as expected for the beginning of the fiscal year.

Revenues
Most major General Fund revenue sources, including Ad Valorem Property Taxes, Utility Taxes, Franchise Fees, and Intergovernmental Revenues, are not received in significant amounts during October due to statutory and seasonal collection cycles. As a result, these revenues currently reflect minimal or no activity, which is consistent with prior years at this point in the fiscal year.

Licenses and Permits revenues totaled approximately $158,000, or 77.6% of the annual budget, primarily driven by strong early collections in Business Tax Receipts and billing of Sidewalk Café Right-of-Way fees, the latter exceeding budgeted expectations early in the year. Miscellaneous revenues totaled approximately $42,000, largely attributable to interest earnings and recreation fees. Overall revenue performance is tracking in line with historical seasonal trends and does not indicate any structural concerns at this stage of the fiscal year.

Expenditures
Total General Fund expenditures through October are within expected ranges for the first month of the fiscal year. Most departments are operating well below 10% of their annual budgets, which is typical for October given payroll timing, annual contract billing schedules, and insurance premium payment cycles.

Below is a breakdown of attorney fees:

Services Rendered	Matter	Total
October, 2025	General Representation	$13,304.10
	Commission Meetings	$ 1,862.00
	Land Use	$ 558.60
	Fire	$ 3,564.40
	Police	$ 1,170.40
	Labor	$ 1,995.00
	Charter Review Board	$ 1,675.80
	Cost Recovery	$ 665.00
	Code Enforcement	$ 79.80
	Total:	**$24,875.10**

No material budget variances or atypical spending patterns were identified during the first month of FY26.

Building Fund:

As of October 31, 2025, the Building Fund has completed the first month of Fiscal Year 2025-2026, with revenues and expenditures tracking within expected parameters for the beginning of the fiscal year.

Sewer Fund:

As of October 31, 2025, the Sewer Fund has completed the first month of Fiscal Year 2025-2026, with financial activity tracking as expected for the beginning of the fiscal year.

Fire Fund:

As of October 31, 2025, the Fire Fund completed the first month of Fiscal Year 2025-2026, with revenues and expenditures generally tracking as anticipated at the start of the fiscal year.

Revenues
No Fire Assessment revenues were received in October, which is consistent with the statutory property tax collection cycle. Fire Assessment revenues are expected to be realized later in the fiscal year. Charges for services totaled approximately $49,750, primarily attributable to fire inspection early in the fiscal year.

Expenditures
Total Fire Fund expenditures through October reflect limited activity typical of the first month of the fiscal year. Professional services expenditures totaled approximately $12,175, or 5.2% of the annual budget. Contractual services related to fire protection services reflect timing-related adjustments and invoice.

Capital Improvement Project (CIP) Fund:

As of October 31, 2025, the Capital Improvement Project Fund has completed the first month of Fiscal Year 2025-2026, with limited activity occurring early in the fiscal year, consistent with the timing of capital project planning and implementation.

Revenues
No CIP revenues were received in October. Interfund transfers from the General Fund and intergovernmental revenues budgeted for specific capital projects are anticipated to be recorded later in the fiscal year as funding is formally transferred and grant reimbursements are requested in accordance with project schedules.

Expenditures
Total CIP Fund expenditures through October were approximately $153,500, primarily attributable to:

- Personnel-related costs associated with project management and oversight, totaling approximately $5,900, and
- Beach Renourishment expenditures totaling approximately $116,667, representing the full annual allocation for that project.

In addition, design and permitting costs of approximately $30,940 were incurred for the Beach Portal project, reflecting early-stage planning activity. No construction expenditures were recorded in October for other major capital projects, including El Prado Park improvements, storm sewer lining, roadway paving, or West Plaza refurbishment, as these projects are scheduled to progress later in the fiscal year.

October, 2025 REPORT INFORMATION					
CIP Projects	Budget	YTD Expenditures	October Expenditures	% Completion	Comments
El Prado Park	$ 1,300,000.00	$ -	$ -	0.00%	
Storm Sewer Lining	$ 500,000.00	$ -	$ -	0.00%	
Beach Portal	$ 750,871.00	$ 30,940.00	$ 30,940.00	4.12%	Payment made to Ritzel-Mason, Inc.
FDOT Manhole Covers-Pine to Flamingo	$ 100,000.00	$ -	$ -	0.00%	
Beach Renourishment	$ 116,667.00	$ 116,666.66	$ 116,666.66	100.00%	Payment made to Broward County.
West Plaza Refurbishment	$ 500,000.00	$ -	$ -	0.00%	
Street Project-Bougainvilla/Poinciana	$ 115,000.00	$ -	$ -	0.00%	
Roadway Paving & Refurbishment	$ 400,000.00	$ -	$ -	0.00%	
Totals:	**$ 3,782,538.00**	$ 147,606.66	$ 147,606.66		

Parking Fund

As of October 31, 2025, the Parking Fund has completed the first month of Fiscal Year 2025-2026, with revenue collections and expenditures generally tracking within expected seasonal patterns.

Revenues
Parking Fund revenues for October totaled approximately $274,000, representing early-year activity across multiple parking locations and programs. Revenues were primarily generated from parking permits, on-street and lot meter activity, and parking fines, with stronger performance in permit sales and citation revenues, both of which reflect higher early-year utilization.

Below is the revenue by lot:

October, 2025	
	FY2026
South Ocean	$ 12,650.89
Ocean Front Meters	$ 38,855.51
Commercial Blvd. Meters	$ 11,838.01
Parking Meters-Beach	$ 11,781.04
Palm Portal-FDG	$ 8,048.08
El Prado Parking Lot	$ 31,112.06
Town Hall Parking Lot	$ 1,263.97
El Mar Parking Lot	$ 22,395.60
A1A Parking Lot	$ 36,093.75
Bougainvilla/Poinciana	$ 17,130.26
Monthly Total:	$ 191,169.17

The top producing lots are:

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

Expenditures
Total Parking Fund expenditures through October were approximately $88,000, or 2.4% of the annual budget. Expenditures were primarily related to personnel costs and contractual services associated with parking operations, enforcement, and system support. Utility and operating costs remained minimal during the first month of the fiscal year, and no significant capital outlay expenditures were incurred.

Overall Financial Outlook

Across all funds, October activity reflects prudent financial management, conservative early-year spending, and revenue performance consistent with historical trends. No material budget variances or financial concerns were identified during the first month of FY26. Staff will continue to monitor revenue collections and expenditure trends throughout the fiscal year and will report any significant variances to the Commission as they arise.

Lauderdale-By-The-Sea, FL

Budget Report
Account Summary
For Fiscal: 2025-2026 Period Ending: 10/31/2025

		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	2,607,943.00	2,607,943.00	0.00	0.00	-2,607,943.00	0.00 %
	Department: 000000 - Assigned Total:	**2,607,943.00**	**2,607,943.00**	**0.00**	**0.00**	**-2,607,943.00**	**0.00%**
Department: 301000 - Ad Valorem Property Taxes							
001-301000-311100	Ad Valorem Property Taxes	14,205,956.00	14,205,956.00	0.00	0.00	-14,205,956.00	0.00 %
	Department: 301000 - Ad Valorem Property Taxes Total:	**14,205,956.00**	**14,205,956.00**	**0.00**	**0.00**	**-14,205,956.00**	**0.00%**
Department: 301100 - Utility Taxes							
001-301100-311101	Fpl Utility Tax	991,111.00	991,111.00	0.00	0.00	-991,111.00	0.00 %
001-301100-311440	Gas Utility Tax	23,500.00	23,500.00	0.00	0.00	-23,500.00	0.00 %
001-301100-314300	Water Utility Tax	207,257.00	207,257.00	0.00	0.00	-207,257.00	0.00 %
	Department: 301100 - Utility Taxes Total:	**1,221,868.00**	**1,221,868.00**	**0.00**	**0.00**	**-1,221,868.00**	**0.00%**
Department: 301600 - Franchise Taxes							
001-301600-313100	Fl Power & Light Franchise	750,000.00	750,000.00	0.00	0.00	-750,000.00	0.00 %
001-301600-313300	Waste Franchise Collection	169,000.00	169,000.00	0.00	0.00	-169,000.00	0.00 %
001-301600-313400	Gas Franchise	23,500.00	23,500.00	0.00	0.00	-23,500.00	0.00 %
001-301600-313600	Towing Franchise Fees	500.00	500.00	0.00	0.00	-500.00	0.00 %
	Department: 301600 - Franchise Taxes Total:	**943,000.00**	**943,000.00**	**0.00**	**0.00**	**-943,000.00**	**0.00%**
Department: 302000 - Licenses & Permits							
001-302000-321100	Business License Taxes	100,500.00	100,500.00	38,646.71	38,646.71	-61,853.29	38.45 %
001-302000-321110	Sidewalk Cafe Row	100,000.00	100,000.00	118,987.00	118,987.00	18,987.00	118.99 %
001-302000-322150	Miscellaneous Permits	500.00	500.00	50.00	50.00	-450.00	10.00 %
001-302000-322250	Development Services Applications	2,400.00	2,400.00	0.00	0.00	-2,400.00	0.00 %
001-302000-322400	Sign Permits	0.00	0.00	85.00	85.00	85.00	0.00 %
	Department: 302000 - Licenses & Permits Total:	**203,400.00**	**203,400.00**	**157,768.71**	**157,768.71**	**-45,631.29**	**77.57%**
Department: 303000 - Intergovernmental Revenues							
001-303000-311120	Municipal Revenue Sharing	185,000.00	185,000.00	17,403.19	17,403.19	-167,596.81	9.41 %
001-303000-311150	Alcoholic Beverage License	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
001-303000-311180	Sales Tax	550,000.00	550,000.00	0.00	0.00	-550,000.00	0.00 %
001-303000-312410	Local Op Gas Tax 1 - 6 Cent	80,000.00	80,000.00	0.00	0.00	-80,000.00	0.00 %
001-303000-312420	Local Op Gas Tax 2 - 5 Cent	49,000.00	49,000.00	0.00	0.00	-49,000.00	0.00 %
001-303000-315100	Communication Service Tax	320,000.00	320,000.00	0.00	0.00	-320,000.00	0.00 %
001-303000-334915	Fdot-reimbursable Grant	34,384.00	34,384.00	0.00	0.00	-34,384.00	0.00 %
001-303000-343401	Surtax Revenue	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
	Department: 303000 - Intergovernmental Revenues Total:	**1,383,384.00**	**1,383,384.00**	**17,403.19**	**17,403.19**	**-1,365,980.81**	**1.26%**
Department: 304000 - Charges for Services							
001-304000-347500	Tennis - Shuffle Key	11,000.00	11,000.00	240.00	240.00	-10,760.00	2.18 %
	Department: 304000 - Charges for Services Total:	**11,000.00**	**11,000.00**	**240.00**	**240.00**	**-10,760.00**	**2.18%**
Department: 305000 - Fines & Forfeitures							
001-305000-354150	Fines,trafficviolation,citatio	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
001-305000-354160	Code Enforcement Fines	50,000.00	50,000.00	1,150.00	1,150.00	-48,850.00	2.30 %
001-305000-359100	Other Fines & Alarms	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
	Department: 305000 - Fines & Forfeitures Total:	**81,000.00**	**81,000.00**	**1,150.00**	**1,150.00**	**-79,850.00**	**1.42%**
Department: 306000 - Miscellaneous Revenues							
001-306000-361100	Interest Earnings	500,000.00	500,000.00	18,604.18	18,604.18	-481,395.82	3.72 %
001-306000-362000	Rent/lease Royalties	136,157.00	136,157.00	11,025.00	11,025.00	-125,132.00	8.10 %
001-306000-366100	Donations	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
001-306000-366101	Special Events -Donations	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
001-306000-369100	Miscellaneous Revenues	5,000.00	5,000.00	2,074.00	2,074.00	-2,926.00	41.48 %
001-306000-369101	Special Events- Applications	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-369200	Miscellaneous Applications	3,000.00	3,000.00	400.00	400.00	-2,600.00	13.33 %
001-306000-369201	Miscellaneous Merchandisesales	5,000.00	5,000.00	6.00	6.00	-4,994.00	0.12 %
001-306000-369250	Recreational Activities Fee	19,000.00	19,000.00	10,000.00	10,000.00	-9,000.00	52.63 %
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	50.00	50.00	-450.00	10.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		**698,657.00**	**698,657.00**	**42,159.18**	**42,159.18**	**-656,497.82**	**6.03%**
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	141,750.00	141,750.00	6,177.19	6,177.19	135,572.81	4.36 %
001-511000-500210	Employer Fica Taxes	12,000.00	12,000.00	265.60	265.60	11,734.40	2.21 %
001-511000-500220	Retirement	68,000.00	68,000.00	9,924.23	9,924.23	58,075.77	14.59 %
001-511000-500230	Group Insurance	55,000.00	55,000.00	13,891.10	13,891.10	41,108.90	25.26 %
001-511000-500345	Contractual Services	17,540.00	17,540.00	0.00	0.00	17,540.00	0.00 %
001-511000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-511000-500512	Elections	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
001-511000-500525	Uniform Expense	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511000-500540	Dues & Subscriptions	3,250.00	3,250.00	991.68	991.68	2,258.32	30.51 %
001-511000-500545	Training	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
001-511000-500550	Operating Expenses	21,900.00	21,900.00	153.47	153.47	21,746.53	0.70 %
Department: 511000 - Commission Total:		**353,940.00**	**353,940.00**	**31,403.27**	**31,403.27**	**322,536.73**	**8.87%**
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	27,269.00	27,269.00	17,769.00	17,769.00	9,500.00	65.16 %
Department: 511100 - Donation-Non Profits Total:		**27,269.00**	**27,269.00**	**17,769.00**	**17,769.00**	**9,500.00**	**65.16%**
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	70,000.00	70,000.00	2,352.23	2,352.23	67,647.77	3.36 %
001-511200-500210	Employer Fica Taxes	5,355.00	5,355.00	126.97	126.97	5,228.03	2.37 %
001-511200-500220	Retirement	8,885.00	8,885.00	649.78	649.78	8,235.22	7.31 %
001-511200-500230	Group Insurance	3,050.00	3,050.00	378.14	378.14	2,671.86	12.40 %
001-511200-500311	Advertisements	6,795.00	6,795.00	0.00	0.00	6,795.00	0.00 %
001-511200-500340	Sewer/wastewater	4,410.00	4,410.00	0.00	0.00	4,410.00	0.00 %
001-511200-500345	Contractual Services	3,750.00	3,750.00	0.00	0.00	3,750.00	0.00 %
001-511200-500430	Electric Service	2,415.00	2,415.00	123.29	123.29	2,291.71	5.11 %
001-511200-500431	Water Service	6,360.00	6,360.00	0.00	0.00	6,360.00	0.00 %
001-511200-500463	Service Maintenance Contracts	3,150.00	3,150.00	0.00	0.00	3,150.00	0.00 %
001-511200-500506	Printing & Binding	2,590.00	2,590.00	0.00	0.00	2,590.00	0.00 %
001-511200-500520	Bldg. Maintenance	4,000.00	4,000.00	287.09	287.09	3,712.91	7.18 %
001-511200-500550	Operating Expenses	4,500.00	4,500.00	4.95	4.95	4,495.05	0.11 %
Department: 511200 - Visitor Center Total:		**125,260.00**	**125,260.00**	**3,922.45**	**3,922.45**	**121,337.55**	**3.13%**
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	748,453.00	748,453.00	18,973.69	18,973.69	729,479.31	2.54 %
001-513000-500121	Temporary Salaries/ Interns	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
001-513000-500140	Overtime Salaries	5,775.00	5,775.00	526.39	526.39	5,248.61	9.11 %
001-513000-500210	Employer Fica Taxes	56,543.00	56,543.00	-175.68	-175.68	56,718.68	-0.31 %
001-513000-500220	Retirement	165,555.00	165,555.00	23,314.45	23,314.45	142,240.55	14.08 %
001-513000-500230	Group Insurance	204,000.00	204,000.00	19,131.50	19,131.50	184,868.50	9.38 %
001-513000-500315	Professional Services	43,500.00	43,500.00	0.00	0.00	43,500.00	0.00 %
001-513000-500320	Audit Expense	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
001-513000-500344	Hr Expenses	4,250.00	4,250.00	0.00	0.00	4,250.00	0.00 %
001-513000-500345	Contractual Services	94,970.00	94,970.00	6,620.97	6,620.97	88,349.03	6.97 %
001-513000-500463	Service Maintenance Contracts	41,000.00	41,000.00	0.00	0.00	41,000.00	0.00 %
001-513000-500506	Printing & Binding	3,200.00	3,200.00	0.00	0.00	3,200.00	0.00 %
001-513000-500508	Postage	5,000.00	5,000.00	2,057.49	2,057.49	2,942.51	41.15 %
001-513000-500510	Office Supplies	13,800.00	13,800.00	0.00	0.00	13,800.00	0.00 %
001-513000-500525	Uniform Expense	1,075.00	1,075.00	0.00	0.00	1,075.00	0.00 %
001-513000-500540	Dues & Subscriptions	10,437.00	10,437.00	188.73	188.73	10,248.27	1.81 %
001-513000-500545	Training	37,050.00	37,050.00	355.00	355.00	36,695.00	0.96 %
001-513000-500550	Operating Expenses	26,350.00	26,350.00	142.49	142.49	26,207.51	0.54 %
Department: 513000 - Administration Total:		**1,525,958.00**	**1,525,958.00**	**71,135.03**	**71,135.03**	**1,454,822.97**	**4.66%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	350,560.00	350,560.00	0.00	0.00	350,560.00	0.00 %
001-514000-500314	Litigation	49,440.00	49,440.00	0.00	0.00	49,440.00	0.00 %
Department: 514000 - Town Attorney Total:		**400,000.00**	**400,000.00**	**0.00**	**0.00**	**400,000.00**	**0.00%**
Department: 519000 - General							
001-519000-500311	Advertisements	6,200.00	6,200.00	0.00	0.00	6,200.00	0.00 %
001-519000-500315	Professional Services	133,500.00	133,500.00	2,151.22	2,151.22	131,348.78	1.61 %
001-519000-500345	Contractual Services	71,350.00	71,350.00	29,587.96	29,587.96	41,762.04	41.47 %
001-519000-500349	Community Mobility Services	230,000.00	230,000.00	0.00	0.00	230,000.00	0.00 %
001-519000-500451	Auto, Property & Liability Ins	345,300.00	345,300.00	0.00	0.00	345,300.00	0.00 %
001-519000-500452	Workers Compensation Insur	101,024.00	101,024.00	13,204.00	13,204.00	87,820.00	13.07 %
001-519000-500463	Service Maintenance Contracts	23,100.00	23,100.00	0.00	0.00	23,100.00	0.00 %
001-519000-500497	Contingency	190,000.00	190,000.00	0.00	0.00	190,000.00	0.00 %
001-519000-500511	Computer Expense	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
001-519000-500550	Operating Expenses	96,300.00	96,300.00	0.00	0.00	96,300.00	0.00 %
001-519000-500552	Recycling And Solid Waste Exp	66,000.00	66,000.00	0.00	0.00	66,000.00	0.00 %
Department: 519000 - General Total:		**1,277,774.00**	**1,277,774.00**	**44,943.18**	**44,943.18**	**1,232,830.82**	**3.52%**
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	110,000.00	110,000.00	3,573.76	3,573.76	106,426.24	3.25 %
001-519100-500210	Employer Fica Taxes	8,415.00	8,415.00	27.04	27.04	8,387.96	0.32 %
001-519100-500220	Retirement	21,872.00	21,872.00	2,031.60	2,031.60	19,840.40	9.29 %
001-519100-500230	Group Insurance	22,400.00	22,400.00	4,112.14	4,112.14	18,287.86	18.36 %
001-519100-500311	Advertisements	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00 %
001-519100-500315	Professional Services	166,000.00	166,000.00	6,449.18	6,449.18	159,550.82	3.89 %
001-519100-500345	Contractual Services	6,750.00	6,750.00	0.00	0.00	6,750.00	0.00 %
001-519100-500347	Programs	13,300.00	13,300.00	0.00	0.00	13,300.00	0.00 %
001-519100-500495	Special Events	203,000.00	203,000.00	1,973.09	1,973.09	201,026.91	0.97 %
001-519100-500506	Printing & Binding	70,000.00	70,000.00	1,569.50	1,569.50	68,430.50	2.24 %
001-519100-500540	Dues & Subscriptions	1,650.00	1,650.00	0.00	0.00	1,650.00	0.00 %
001-519100-500545	Training	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-519100-500550	Operating Expenses	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 519100 - Tourism and Community Outreach Total:		**642,387.00**	**642,387.00**	**19,736.31**	**19,736.31**	**622,650.69**	**3.07%**
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
001-521000-500345	Contractual Services	7,159,374.00	7,159,374.00	1,176,617.24	1,176,617.24	5,982,756.76	16.43 %
001-521000-500352	Contract Services	5,800.00	5,800.00	0.00	0.00	5,800.00	0.00 %
001-521000-500640	Capital Outlay - Equipt & Mach	13,100.00	13,100.00	0.00	0.00	13,100.00	0.00 %
Department: 521000 - Police Department Total:		**7,278,274.00**	**7,278,274.00**	**1,176,617.24**	**1,176,617.24**	**6,101,656.76**	**16.17%**
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	1,440,000.00	1,440,000.00	131,927.33	131,927.33	1,308,072.67	9.16 %
Department: 523000 - Emergency Medical Services Total:		**1,440,000.00**	**1,440,000.00**	**131,927.33**	**131,927.33**	**1,308,072.67**	**9.16%**
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	465,000.00	465,000.00	17,118.11	17,118.11	447,881.89	3.68 %
001-524000-500121	Temporary Salaries/ Interns	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
001-524000-500140	Overtime Salaries	4,500.00	4,500.00	650.43	650.43	3,849.57	14.45 %
001-524000-500210	Employer Fica Taxes	35,917.00	35,917.00	-576.46	-576.46	36,493.46	-1.60 %
001-524000-500220	Retirement	94,321.00	94,321.00	19,066.29	19,066.29	75,254.71	20.21 %
001-524000-500230	Group Insurance	120,000.00	120,000.00	20,075.68	20,075.68	99,924.32	16.73 %
001-524000-500315	Professional Services	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
001-524000-500345	Contractual Services	329,000.00	329,000.00	865.00	865.00	328,135.00	0.26 %
001-524000-500463	Service Maintenance Contracts	5,200.00	5,200.00	0.00	0.00	5,200.00	0.00 %
001-524000-500506	Printing & Binding	3,000.00	3,000.00	900.00	900.00	2,100.00	30.00 %
001-524000-500508	Postage	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-524000-500510	Office Supplies	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
001-524000-500525	Uniform Expense	1,740.00	1,740.00	0.00	0.00	1,740.00	0.00 %
001-524000-500540	Dues & Subscriptions	4,000.00	4,000.00	90.00	90.00	3,910.00	2.25 %
001-524000-500545	Training	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500550	Operating Expenses	13,000.00	13,000.00	-12.25	-12.25	13,012.25	-0.09 %
Department: 524000 - Development Services Total:		**1,163,178.00**	**1,163,178.00**	**58,176.80**	**58,176.80**	**1,105,001.20**	**5.00%**
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	1,181,125.00	1,181,125.00	41,527.21	41,527.21	1,139,597.79	3.52 %
001-541100-500140	Overtime Salaries	75,075.00	75,075.00	1,953.50	1,953.50	73,121.50	2.60 %
001-541100-500210	Employer Fica Taxes	96,099.00	96,099.00	-425.34	-425.34	96,524.34	-0.44 %
001-541100-500220	Retirement	171,307.00	171,307.00	36,948.07	36,948.07	134,358.93	21.57 %
001-541100-500230	Group Insurance	367,000.00	367,000.00	67,126.93	67,126.93	299,873.07	18.29 %
001-541100-500315	Professional Services	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00 %
001-541100-500345	Contractual Services	655,281.00	655,281.00	25,713.76	25,713.76	629,567.24	3.92 %
001-541100-500410	Communications	77,000.00	77,000.00	7,088.54	7,088.54	69,911.46	9.21 %
001-541100-500430	Electric Service	62,000.00	62,000.00	5,314.99	5,314.99	56,685.01	8.57 %
001-541100-500431	Water Service	260,000.00	260,000.00	0.00	0.00	260,000.00	0.00 %
001-541100-500433	Electic Service-streets	72,500.00	72,500.00	5,682.64	5,682.64	66,817.36	7.84 %
001-541100-500445	Equip Rent/lease	40,000.00	40,000.00	514.75	514.75	39,485.25	1.29 %
001-541100-500460	Equipment Maintenance	55,000.00	55,000.00	1,702.29	1,702.29	53,297.71	3.10 %
001-541100-500461	Vehicle Maintenance	27,500.00	27,500.00	3,231.30	3,231.30	24,268.70	11.75 %
001-541100-500462	Fuel	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
001-541100-500463	Service Maintenance Contracts	35,000.00	35,000.00	1,141.99	1,141.99	33,858.01	3.26 %
001-541100-500469	Buoy Maintenance	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	90,000.00	90,000.00	0.00	0.00	90,000.00	0.00 %
001-541100-500508	Postage	350.00	350.00	0.00	0.00	350.00	0.00 %
001-541100-500510	Office Supplies	750.00	750.00	0.00	0.00	750.00	0.00 %
001-541100-500520	Bldg. Maintenance	130,000.00	130,000.00	5,077.85	5,077.85	124,922.15	3.91 %
001-541100-500525	Uniform Expense	17,500.00	17,500.00	2,253.30	2,253.30	15,246.70	12.88 %
001-541100-500529	Street Light Maintenance	65,000.00	65,000.00	9,745.00	9,745.00	55,255.00	14.99 %
001-541100-500530	Street Maint Repair Supply	82,500.00	82,500.00	2,691.96	2,691.96	79,808.04	3.26 %
001-541100-500531	Grounds Maint/landscaping	55,000.00	55,000.00	5,764.69	5,764.69	49,235.31	10.48 %
001-541100-500532	Signs	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
001-541100-500534	Sidewalk Maint Repair	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
001-541100-500535	Flags	3,250.00	3,250.00	0.00	0.00	3,250.00	0.00 %
001-541100-500536	Sea Oats	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500540	Dues & Subscriptions	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
001-541100-500545	Training	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-541100-500550	Operating Expenses	150,000.00	150,000.00	7,698.97	7,698.97	142,301.03	5.13 %
001-541100-500624	Capital Outlay-bldg. Improvemt	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
001-541100-500640	Capital Outlay - Equipt & Mach	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
001-541100-500644	Capital Outlay-vehicles	53,303.00	53,303.00	4,813.33	4,813.33	48,489.67	9.03 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		**4,121,540.00**	**4,121,540.00**	**235,565.73**	**235,565.73**	**3,885,974.27**	**5.72%**
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	117,548.00	117,548.00	9,429.74	9,429.74	108,118.26	8.02 %
001-572000-500463	Service Maintenance Contracts	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
001-572000-500510	Office Supplies	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 572000 - Recreation Total:		**121,548.00**	**121,548.00**	**9,429.74**	**9,429.74**	**112,118.26**	**7.76%**
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
001-581100-500910	Transfer To Cip Fund	3,179,080.00	3,179,080.00	0.00	0.00	3,179,080.00	0.00 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		**-2,879,080.00**	**-2,879,080.00**	**0.00**	**0.00**	**2,879,080.00**	**0.00%**
Fund: 001 - General Fund Surplus (Deficit):		**0.00**	**0.00**	**-1,581,905.00**	**-1,581,905.00**	**-1,581,905.00**	**0.00%**
Fund: 102 - Building Fund							
Department: 000000 - Assigned							
102-000000-380200	Appropriated Fund Balance	90,750.00	90,750.00	0.00	0.00	-90,750.00	0.00 %
Department: 000000 - Assigned Total:		**90,750.00**	**90,750.00**	**0.00**	**0.00**	**-90,750.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	1,800,190.00	1,800,190.00	195,361.54	195,361.54	-1,604,828.46	10.85 %
102-302100-322105	Fire Plan Review Fees	50,000.00	50,000.00	1,567.40	1,567.40	-48,432.60	3.13 %
102-302100-322106	Building Recording Fee	0.00	0.00	12.50	12.50	12.50	0.00 %
Department: 302100 - Building Permit and Inpection Total:		**1,850,190.00**	**1,850,190.00**	**196,941.44**	**196,941.44**	**-1,653,248.56**	**10.64%**
Department: 524100 - Building							
102-524100-500120	Regular Salaries	300,433.00	300,433.00	9,102.97	9,102.97	291,330.03	3.03 %
102-524100-500121	Temporary Salaries/ Interns	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
102-524100-500140	Overtime Salaries	10,500.00	10,500.00	0.00	0.00	10,500.00	0.00 %
102-524100-500210	Employer Fica Taxes	24,398.00	24,398.00	1,070.13	1,070.13	23,327.87	4.39 %
102-524100-500220	Retirement	64,579.00	64,579.00	3,396.79	3,396.79	61,182.21	5.26 %
102-524100-500230	Group Insurance	77,000.00	77,000.00	16,472.07	16,472.07	60,527.93	21.39 %
102-524100-500315	Professional Services	175,000.00	175,000.00	0.00	0.00	175,000.00	0.00 %
102-524100-500345	Contractual Services	64,158.00	64,158.00	2,100.00	2,100.00	62,058.00	3.27 %
102-524100-500402	Building Permit Services	900,000.00	900,000.00	0.00	0.00	900,000.00	0.00 %
102-524100-500463	Service Maintenance Contracts	3,552.00	3,552.00	0.00	0.00	3,552.00	0.00 %
102-524100-500525	Uniform Expense	4,060.00	4,060.00	0.00	0.00	4,060.00	0.00 %
102-524100-500540	Dues & Subscriptions	1,960.00	1,960.00	0.00	0.00	1,960.00	0.00 %
102-524100-500545	Training	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
102-524100-500550	Operating Expenses	4,300.00	4,300.00	0.00	0.00	4,300.00	0.00 %
102-524100-581001	Transfer To GF-OH Costs	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00 %
Department: 524100 - Building Total:		**1,940,940.00**	**1,940,940.00**	**32,141.96**	**32,141.96**	**1,908,798.04**	**1.66%**
Fund: 102 - Building Fund Surplus (Deficit):		**0.00**	**0.00**	**164,799.48**	**164,799.48**	**164,799.48**	**0.00%**
Fund: 103 - Sewer Fund							
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,803,000.00	1,803,000.00	0.00	0.00	-1,803,000.00	0.00 %
Department: 304000 - Charges for Services Total:		**1,803,000.00**	**1,803,000.00**	**0.00**	**0.00**	**-1,803,000.00**	**0.00%**
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	76,408.00	76,408.00	1,401.07	1,401.07	75,006.93	1.83 %
103-535000-500140	Overtime Salaries	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
103-535000-500210	Employer Fica Taxes	6,304.00	6,304.00	107.18	107.18	6,196.82	1.70 %
103-535000-500220	Retirement	16,393.00	16,393.00	1,441.15	1,441.15	14,951.85	8.79 %
103-535000-500230	Group Insurance	28,000.00	28,000.00	1,512.66	1,512.66	26,487.34	5.40 %
103-535000-500340	Sewer/wastewater	1,200,000.00	1,200,000.00	0.00	0.00	1,200,000.00	0.00 %
103-535000-500345	Contractual Services	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00 %
103-535000-500430	Electric Service	33,000.00	33,000.00	1,440.50	1,440.50	31,559.50	4.37 %
103-535000-500431	Water Service	800.00	800.00	0.00	0.00	800.00	0.00 %
103-535000-500459	Sewer Line Maintenance	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
103-535000-500465	Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506	Printing & Binding	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
103-535000-500550	Operating Expenses	1,750.00	1,750.00	0.00	0.00	1,750.00	0.00 %
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,345.00	75,345.00	0.00	0.00	75,345.00	0.00 %
Department: 535000 - Sanitary Sewers Total:		**1,803,000.00**	**1,803,000.00**	**5,902.56**	**5,902.56**	**1,797,097.44**	**0.33%**
Fund: 103 - Sewer Fund Surplus (Deficit):		**0.00**	**0.00**	**-5,902.56**	**-5,902.56**	**-5,902.56**	**0.00%**
Fund: 115 - Fire Fund							
Department: 000000 - Assigned							
115-000000-380203	Appropriation From Fire Fund	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
Department: 000000 - Assigned Total:		**150,000.00**	**150,000.00**	**0.00**	**0.00**	**-150,000.00**	**0.00%**
Department: 301050 - Fire Assessment							
115-301050-311200	Property Tax-fire Assessment	2,324,410.00	2,324,410.00	0.00	0.00	-2,324,410.00	0.00 %
Department: 301050 - Fire Assessment Total:		**2,324,410.00**	**2,324,410.00**	**0.00**	**0.00**	**-2,324,410.00**	**0.00%**
Department: 304000 - Charges for Services							
115-304000-342210	Fire Inspection Fees	73,590.00	73,590.00	49,750.42	49,750.42	-23,839.58	67.60 %
Department: 304000 - Charges for Services Total:		**73,590.00**	**73,590.00**	**49,750.42**	**49,750.42**	**-23,839.58**	**67.60%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 522000 - Fire Department							
115-522000-500315	Professional Services	234,000.00	234,000.00	12,175.00	12,175.00	221,825.00	5.20 %
115-522000-500345	Contractual Services	2,160,000.00	2,160,000.00	-131,927.33	-131,927.33	2,291,927.33	-6.11 %
115-522000-500520	Bldg. Maintenance	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
115-522000-500624	Capital Outlay-bldg. Improvemt	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00 %
Department: 522000 - Fire Department Total:		**2,548,000.00**	**2,548,000.00**	**-119,752.33**	**-119,752.33**	**2,667,752.33**	**-4.70%**
Fund: 115 - Fire Fund Surplus (Deficit):		**0.00**	**0.00**	**169,502.75**	**169,502.75**	**169,502.75**	**0.00%**
Fund: 300 - Capital Project Fund							
Department: 000000 - Assigned							
300-000000-380200	Appropriated Fund Balance	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000000 - Assigned Total:		**700,000.00**	**700,000.00**	**0.00**	**0.00**	**-700,000.00**	**0.00%**
Department: 303000 - Intergovernmental Revenues							
300-303000-334920	Beach Portal-Funding	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:		**50,000.00**	**50,000.00**	**0.00**	**0.00**	**-50,000.00**	**0.00%**
Department: 519000 - General							
300-519000-500120	Regular Salaries	90,990.00	90,990.00	2,618.16	2,618.16	88,371.84	2.88 %
300-519000-500210	Employer Fica Taxes	6,961.00	6,961.00	200.29	200.29	6,760.71	2.88 %
300-519000-500220	Retirement	27,339.00	27,339.00	1,193.60	1,193.60	26,145.40	4.37 %
300-519000-500230	Group Insurance	21,252.00	21,252.00	1,842.60	1,842.60	19,409.40	8.67 %
Department: 519000 - General Total:		**146,542.00**	**146,542.00**	**5,854.65**	**5,854.65**	**140,687.35**	**4.00%**
Department: 545170 - El Prado Park							
300-545170-500630	Cap Outlay Imp Other Than Bldg	1,300,000.00	1,300,000.00	0.00	0.00	1,300,000.00	0.00 %
Department: 545170 - El Prado Park Total:		**1,300,000.00**	**1,300,000.00**	**0.00**	**0.00**	**1,300,000.00**	**0.00%**
Department: 559011 - Storm Sewer Lining							
300-559011-500630	Cap Outlay Imp other than bldg	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
Department: 559011 - Storm Sewer Lining Total:		**500,000.00**	**500,000.00**	**0.00**	**0.00**	**500,000.00**	**0.00%**
Department: 572102 - Beach Portal							
300-572102-500629	Capital Outlay - Design/permit	50,000.00	50,000.00	30,940.00	30,940.00	19,060.00	61.88 %
300-572102-500630	Cap Outlay Imp Other Than Bldg	700,871.00	700,871.00	0.00	0.00	700,871.00	0.00 %
Department: 572102 - Beach Portal Total:		**750,871.00**	**750,871.00**	**30,940.00**	**30,940.00**	**719,931.00**	**4.12%**
Department: 572109 - FDOT Manhole Covers-Pine -Flamingo							
300-572109-500630	Cap Outlay Imp other than bldg	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
Department: 572109 - FDOT Manhole Covers-Pine -Flamingo Total:		**100,000.00**	**100,000.00**	**0.00**	**0.00**	**100,000.00**	**0.00%**
Department: 572200 - Beach Renourishment							
300-572200-500630	Cap Outlay Imp Other Than Bldg	116,667.00	116,667.00	116,666.66	116,666.66	0.34	100.00 %
Department: 572200 - Beach Renourishment Total:		**116,667.00**	**116,667.00**	**116,666.66**	**116,666.66**	**0.34**	**100.00%**
Department: 572202 - West Plaza Refurbishment							
300-572202-500630	Cap Outlay Imp other than bldg	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
Department: 572202 - West Plaza Refurbishment Total:		**500,000.00**	**500,000.00**	**0.00**	**0.00**	**500,000.00**	**0.00%**
Department: 576136 - Street Proj.Bougain.Poinciana							
300-576136-500629	Capital Outlay - Design/permit	115,000.00	115,000.00	0.00	0.00	115,000.00	0.00 %
Department: 576136 - Street Proj.Bougain.Poinciana Total:		**115,000.00**	**115,000.00**	**0.00**	**0.00**	**115,000.00**	**0.00%**
Department: 576138 - Roadway Paving & Refurbishment							
300-576138-500630	Cap Outlay Imp Other Than Bldg	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
Department: 576138 - Roadway Paving & Refurbishment Total:		**400,000.00**	**400,000.00**	**0.00**	**0.00**	**400,000.00**	**0.00%**
Department: 581100 - Interfund Transfers							
300-581100-381105	Transfer From General Fund	3,179,080.00	3,179,080.00	0.00	0.00	-3,179,080.00	0.00 %
Department: 581100 - Interfund Transfers Total:		**3,179,080.00**	**3,179,080.00**	**0.00**	**0.00**	**-3,179,080.00**	**0.00%**
Fund: 300 - Capital Project Fund Surplus (Deficit):		**0.00**	**0.00**	**-153,461.31**	**-153,461.31**	**-153,461.31**	**0.00%**
Fund: 310 - Parking Fund							
Department: 302000 - Licenses & Permits							
310-302000-313101	Pilop Fee	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Department: 302000 - Licenses & Permits Total:		**50,000.00**	**50,000.00**	**0.00**	**0.00**	**-50,000.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 304000 - Charges for Services							
310-304000-344500	Parking Permits	160,000.00	160,000.00	39,882.58	39,882.58	-120,117.42	24.93 %
310-304000-344520	Parking Agreements	94,024.00	94,024.00	0.00	0.00	-94,024.00	0.00 %
310-304000-344551	South Ocean	250,000.00	250,000.00	12,650.89	12,650.89	-237,349.11	5.06 %
310-304000-344552	Ocean Front Meters	450,000.00	450,000.00	38,855.51	38,855.51	-411,144.49	8.63 %
310-304000-344553	Commmercial Blvd. Meters	100,000.00	100,000.00	11,838.01	11,838.01	-88,161.99	11.84 %
310-304000-344554	Parking Meters - Beach	200,000.00	200,000.00	11,781.04	11,781.04	-188,218.96	5.89 %
310-304000-344555	Palm Portal- Fdg	130,000.00	130,000.00	8,048.08	8,048.08	-121,951.92	6.19 %
310-304000-344556	El Prado Parking Lot	654,000.00	654,000.00	31,112.06	31,112.06	-622,887.94	4.76 %
310-304000-344558	Town Hall Parking Lot	30,000.00	30,000.00	1,263.97	1,263.97	-28,736.03	4.21 %
310-304000-344559	El Mar Parking Lot	295,500.00	295,500.00	22,395.60	22,395.60	-273,104.40	7.58 %
310-304000-344560	A1A Parking Lot	700,000.00	700,000.00	36,093.75	36,093.75	-663,906.25	5.16 %
310-304000-344563	Bougainvilla/ Poinciana	210,000.00	210,000.00	17,130.26	17,130.26	-192,869.74	8.16 %
Department: 304000 - Charges for Services Total:		**3,273,524.00**	**3,273,524.00**	**231,051.75**	**231,051.75**	**-3,042,472.25**	**7.06%**
Department: 305000 - Fines & Forfeitures							
310-305000-354100	Parking Fines	140,000.00	140,000.00	30,241.28	30,241.28	-109,758.72	21.60 %
Department: 305000 - Fines & Forfeitures Total:		**140,000.00**	**140,000.00**	**30,241.28**	**30,241.28**	**-109,758.72**	**21.60%**
Department: 306000 - Miscellaneous Revenues							
310-306000-362001	Bougainvilla Rent	150,000.00	150,000.00	12,860.00	12,860.00	-137,140.00	8.57 %
Department: 306000 - Miscellaneous Revenues Total:		**150,000.00**	**150,000.00**	**12,860.00**	**12,860.00**	**-137,140.00**	**8.57%**
Department: 545000 - Parking Operations							
310-545000-500120	Regular Salaries	286,028.00	286,028.00	9,556.05	9,556.05	276,471.95	3.34 %
310-545000-500140	Overtime Salaries	5,000.00	5,000.00	26.68	26.68	4,973.32	0.53 %
310-545000-500210	Employer Fica Taxes	22,264.00	22,264.00	256.94	256.94	22,007.06	1.15 %
310-545000-500220	Retirement	56,485.00	56,485.00	5,701.66	5,701.66	50,783.34	10.09 %
310-545000-500230	Group Insurance	85,000.00	85,000.00	9,554.66	9,554.66	75,445.34	11.24 %
310-545000-500345	Contractual Services	542,500.00	542,500.00	59,803.55	59,803.55	482,696.45	11.02 %
310-545000-500353	Parking Alternatives	85,000.00	85,000.00	0.00	0.00	85,000.00	0.00 %
310-545000-500410	Communications	3,000.00	3,000.00	115.35	115.35	2,884.65	3.85 %
310-545000-500430	Electric Service	10,750.00	10,750.00	770.58	770.58	9,979.42	7.17 %
310-545000-500431	Water Service	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00 %
310-545000-500445	Equip Rent/lease	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500461	Vehicle Maintenance	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
310-545000-500462	Fuel	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
310-545000-500463	Service Maintenance Contracts	64,000.00	64,000.00	0.00	0.00	64,000.00	0.00 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
310-545000-500508	Postage	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
310-545000-500510	Office Supplies	750.00	750.00	0.00	0.00	750.00	0.00 %
310-545000-500525	Uniform Expense	4,750.00	4,750.00	0.00	0.00	4,750.00	0.00 %
310-545000-500532	Signs	13,000.00	13,000.00	652.80	652.80	12,347.20	5.02 %
310-545000-500533	Parking Meter Parts-supplies	22,000.00	22,000.00	0.00	0.00	22,000.00	0.00 %
310-545000-500545	Training	2,351.00	2,351.00	0.00	0.00	2,351.00	0.00 %
310-545000-500550	Operating Expenses	39,000.00	39,000.00	207.14	207.14	38,792.86	0.53 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	33,000.00	33,000.00	0.00	0.00	33,000.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	79,500.00	79,500.00	0.00	0.00	79,500.00	0.00 %
310-545000-500644	Capital Outlay-vehicles	26,646.00	26,646.00	1,106.62	1,106.62	25,539.38	4.15 %
310-545000-500646	Capital Outlay-Reserves	2,155,000.00	2,155,000.00	0.00	0.00	2,155,000.00	0.00 %
Department: 545000 - Parking Operations Total:		**3,613,524.00**	**3,613,524.00**	**87,752.03**	**87,752.03**	**3,525,771.97**	**2.43%**
Fund: 310 - Parking Fund Surplus (Deficit):		**0.00**	**0.00**	**186,401.00**	**186,401.00**	**186,401.00**	**0.00%**
Report Surplus (Deficit):		**0.00**	**0.00**	**-1,220,565.64**	**-1,220,565.64**	**-1,220,565.64**	**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	2,607,943.00	2,607,943.00	0.00	0.00	-2,607,943.00	0.00%
301000 - Ad Valorem Property Taxes	14,205,956.00	14,205,956.00	0.00	0.00	-14,205,956.00	0.00%
301100 - Utility Taxes	1,221,868.00	1,221,868.00	0.00	0.00	-1,221,868.00	0.00%
301600 - Franchise Taxes	943,000.00	943,000.00	0.00	0.00	-943,000.00	0.00%
302000 - Licenses & Permits	203,400.00	203,400.00	157,768.71	157,768.71	-45,631.29	77.57%
303000 - Intergovernmental Revenues	1,383,384.00	1,383,384.00	17,403.19	17,403.19	-1,365,980.81	1.26%
304000 - Charges for Services	11,000.00	11,000.00	240.00	240.00	-10,760.00	2.18%
305000 - Fines & Forfeitures	81,000.00	81,000.00	1,150.00	1,150.00	-79,850.00	1.42%
306000 - Miscellaneous Revenues	698,657.00	698,657.00	42,159.18	42,159.18	-656,497.82	6.03%
511000 - Commission	353,940.00	353,940.00	31,403.27	31,403.27	322,536.73	8.87%
511100 - Donation-Non Profits	27,269.00	27,269.00	17,769.00	17,769.00	9,500.00	65.16%
511200 - Visitor Center	125,260.00	125,260.00	3,922.45	3,922.45	121,337.55	3.13%
513000 - Administration	1,525,958.00	1,525,958.00	71,135.03	71,135.03	1,454,822.97	4.66%
514000 - Town Attorney	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00%
519000 - General	1,277,774.00	1,277,774.00	44,943.18	44,943.18	1,232,830.82	3.52%
519100 - Tourism and Community Outreach	642,387.00	642,387.00	19,736.31	19,736.31	622,650.69	3.07%
521000 - Police Department	7,278,274.00	7,278,274.00	1,176,617.24	1,176,617.24	6,101,656.76	16.17%
523000 - Emergency Medical Services	1,440,000.00	1,440,000.00	131,927.33	131,927.33	1,308,072.67	9.16%
524000 - Development Services	1,163,178.00	1,163,178.00	58,176.80	58,176.80	1,105,001.20	5.00%
541100 - Mun Srvsc - Public Works Div	4,121,540.00	4,121,540.00	235,565.73	235,565.73	3,885,974.27	5.72%
572000 - Recreation	121,548.00	121,548.00	9,429.74	9,429.74	112,118.26	7.76%
581100 - Interfund Transfers	-2,879,080.00	-2,879,080.00	0.00	0.00	2,879,080.00	0.00%
Fund: 001 - General Fund Surplus (Deficit):	**0.00**	**0.00**	**-1,581,905.00**	**-1,581,905.00**	**-1,581,905.00**	**0.00%**
Fund: 102 - Building Fund						
000000 - Assigned	90,750.00	90,750.00	0.00	0.00	-90,750.00	0.00%
302100 - Building Permit and Inpection	1,850,190.00	1,850,190.00	196,941.44	196,941.44	-1,653,248.56	10.64%
524100 - Building	1,940,940.00	1,940,940.00	32,141.96	32,141.96	1,908,798.04	1.66%
Fund: 102 - Building Fund Surplus (Deficit):	**0.00**	**0.00**	**164,799.48**	**164,799.48**	**164,799.48**	**0.00%**
Fund: 103 - Sewer Fund						
304000 - Charges for Services	1,803,000.00	1,803,000.00	0.00	0.00	-1,803,000.00	0.00%
535000 - Sanitary Sewers	1,803,000.00	1,803,000.00	5,902.56	5,902.56	1,797,097.44	0.33%
Fund: 103 - Sewer Fund Surplus (Deficit):	**0.00**	**0.00**	**-5,902.56**	**-5,902.56**	**-5,902.56**	**0.00%**
Fund: 115 - Fire Fund						
000000 - Assigned	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00%
301050 - Fire Assessment	2,324,410.00	2,324,410.00	0.00	0.00	-2,324,410.00	0.00%
304000 - Charges for Services	73,590.00	73,590.00	49,750.42	49,750.42	-23,839.58	67.60%
522000 - Fire Department	2,548,000.00	2,548,000.00	-119,752.33	-119,752.33	2,667,752.33	-4.70%
Fund: 115 - Fire Fund Surplus (Deficit):	**0.00**	**0.00**	**169,502.75**	**169,502.75**	**169,502.75**	**0.00%**
Fund: 300 - Capital Project Fund						
000000 - Assigned	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00%
303000 - Intergovernmental Revenues	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00%
519000 - General	146,542.00	146,542.00	5,854.65	5,854.65	140,687.35	4.00%
545170 - El Prado Park	1,300,000.00	1,300,000.00	0.00	0.00	1,300,000.00	0.00%
559011 - Storm Sewer Lining	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00%
572102 - Beach Portal	750,871.00	750,871.00	30,940.00	30,940.00	719,931.00	4.12%
572109 - FDOT Manhole Covers-Pine -Flamingo	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00%
572200 - Beach Renourishment	116,667.00	116,667.00	116,666.66	116,666.66	0.34	100.00%
572202 - West Plaza Refurbishment	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00%
576136 - Street Proj.Bougain.Poinciana	115,000.00	115,000.00	0.00	0.00	115,000.00	0.00%
576138 - Roadway Paving & Refurbishment	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00%
581100 - Interfund Transfers	3,179,080.00	3,179,080.00	0.00	0.00	-3,179,080.00	0.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	**0.00**	**0.00**	**-153,461.31**	**-153,461.31**	**-153,461.31**	**0.00%**
Fund: 310 - Parking Fund						
302000 - Licenses & Permits	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00%

Departmen…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
304000 - Charges for Services	3,273,524.00	3,273,524.00	231,051.75	231,051.75	-3,042,472.25	7.06%
305000 - Fines & Forfeitures	140,000.00	140,000.00	30,241.28	30,241.28	-109,758.72	21.60%
306000 - Miscellaneous Revenues	150,000.00	150,000.00	12,860.00	12,860.00	-137,140.00	8.57%
545000 - Parking Operations	3,613,524.00	3,613,524.00	87,752.03	87,752.03	3,525,771.97	2.43%
Fund: 310 - Parking Fund Surplus (Deficit):	**0.00**	**0.00**	**186,401.00**	**186,401.00**	**186,401.00**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**-1,220,565.64**	**-1,220,565.64**	**-1,220,565.64**	**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	-1,581,905.00	-1,581,905.00	-1,581,905.00
102 - Building Fund	0.00	0.00	164,799.48	164,799.48	164,799.48
103 - Sewer Fund	0.00	0.00	-5,902.56	-5,902.56	-5,902.56
115 - Fire Fund	0.00	0.00	169,502.75	169,502.75	169,502.75
300 - Capital Project Fund	0.00	0.00	-153,461.31	-153,461.31	-153,461.31
310 - Parking Fund	0.00	0.00	186,401.00	186,401.00	186,401.00
Report Surplus (Deficit):	**0.00**	**0.00**	**-1,220,565.64**	**-1,220,565.64**	**-1,220,565.64**

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of October 31,2025

Exhibit 3

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 10/31/2025	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
			001 General Fund:						
Truist	101.000	8015	Master Account	Analyzed Interest Checking	Truist	4,137,437.24	2.30%	8,260.00	8,260.00
Truist	101.009	6876	Emergency Reserve	Public Special Money Rate Checking	Truist	2,634,993.06	3.00%	6,365.20	6,365.20
			GENERAL FUND	BANK SUBTOTAL		6,772,430.30		14,625.20	14,625.20
SBA	101.300	1471-A	General Fund Invest Acct A 471	SBA Invest Pool	SBA	204,426.65	4.29%	741.69	741.69
SBA	101.400	1472-A	Emergency Reserves Acct A 472	SBA Invest Pool	SBA	99,180.22	4.29%	359.84	359.84
SBA	101.301	1473-A	Florida Prime Investment	SBA Investment	SBA	3,069,765.64	4.29%	11,137.45	11,137.45
SouthState Inv.	101.110	9371	Investment	Investment	SSTI	2,050,440.41			
			GENERAL FUND	SBA / INV. SUBTOTAL		5,423,812.92		0.00	12,238.98
			GENERAL FUND	GRAND TOTAL		12,196,243.22		14,625.20	26,864.18
			101 Police Forfeiture & Training						
Truist	101.100	9613	Police Forfeiture Fund	Analyzed Interest Checking	Truist	589.59	2.55%	Included Above	Included Above
			POLICE FUND	TOTAL		589.59		**0.00**	0.00
			103 Sewer Enterprise Fund						
Truist	101.105	9999	Sewer Enterprise Fund	Analyzed Interest Checking	Truist	1,124,938.82	2.30%	2,048.75	2,048.75
			SEWER FUND	TOTAL		1,124,938.82		2,048.75	2,048.75
			115 Fire Fund:						
Truist	101.109	5379	Fire Fund Account	Analyzed Interest Checking	Truist	603,190.69	2.30%	1,487.93	1,487.93
Truist	101.110	6701	Public Safety Facility Account	Analyzed Interest Checking	Truist	1,277,303.38	2.30%	0.00	0.00
			FIRE FUND	GRAND TOTAL		603,190.69		1,487.93	1,487.93
			300 Capital Improvement Fund:						
Truist	101.115	0010	Capital Improvement Fund	Analyzed Interest Checking	Truist	2,960,277.80	2.30%	5,981.63	5,981.63
			CAPITAL IMPROVEMENT FUND	TOTAL		2,960,277.80		5,981.63	5,981.63
			310 Parking Improvement Fund						
Truist	101.125	0120	Parking Improvement Account	Analyzed Interest Checking	Truist	7,115,480.29	2.30%	13,553.83	13,553.83
Truist	101.128	8554	PILOP Account	Analyzed Interest Checking	Truist	200.00	2.30%	Included Above	Included Above
			PARKING FUND	TOTAL		7,115,680.29		13,553.83	13,553.83
			102 Building Fund						
Truist	101.104	8686	Building Account	Analyzed Interest Checking	Truist	1,290,661.55	2.30%	2,283.45	2,283.45
			BUILDING FUND	TOTAL		1,290,661.55		2,283.45	2,283.45
			ALL FUNDS	GRAND TOTAL		25,291,581.96		39,980.79	52,219.77

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of October 31,2025

Summary by Investment Type	Amount	Percent
Interest Bearing Checking	19,867,769.04	79%
Non-interest Bearing Checking	0.00	0%
SBA Trust Fund/Pools	303,606.87	1%
SBA Florida Prime Investment	3,069,765.64	
Investment	2,050,440.41	8%
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	25,291,581.96	88%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	12,196,243.22	48%
	Police Fund	589.59	0%
	Sewer Fund	1,124,938.82	4%
	Fire Fund	603,190.69	2%
	Building Fund	1,290,661.55	5%
	Capital Improvement Fund	2,960,277.80	12%
	Parking Fund	7,115,680.29	28%
	GRAND TOTAL	25,291,581.96	100%

Summary by Bank/Pool/Inv	Amount	Percent
Truist	19,867,769.04	79%
Investment	2,050,440.41	8%
Florida Prime/Investment	3,069,765.64	12%
Florida Prime/State Board of Admin.	303,606.87	1%
GRAND TOTAL	25,291,581.96	100%

Agenda Item No: 8.c.

Town Commission Agenda Item Report

Meeting Date: February 24, 2026
Submitted By: Lucila Lang, Finance Director
Submitting Department: Finance
Item Type: Town Manager Report
Agenda Section:TOWN MANAGER REPORT

Subject Title: November 2025 Finance Report

Explanation: Presented is the November 2025 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of November, the Town was 16.67% through the fiscal year.

Recommendation: N/A

Exhibits:
1. November 2025 Finance Report
2. November 2025 Revenue Expenditure Report
3. November 2025 Cash Investment Report

November is the second month of fiscal year 2025-2026.

The following is a summary of the operating results through 11/30/25:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	$ 21,656,208.00	$ 2,607,943.00	$ 19,048,265.00	$ 3,344,777.16	**17.56%**	$ 3,129,368.22	**16.43%**	$ 215,408.94
Building Fund	$ 1,940,940.00	$ 90,750.00	$ 1,850,190.00	$ 312,232.89	**16.88%**	$ 61,831.03	**3.34%**	$ 250,401.86
Sewer Fund	$ 1,803,000.00	$ -	$ 1,803,000.00	$ 124,761.04	**6.92%**	$ 105,585.67	**5.86%**	$ 19,175.37
Fire Fund	$ 2,548,000.00	$ 150,000.00	$ 2,398,000.00	$ 499,901.91	**20.85%**	$ 434,044.84	**18.10%**	$ 65,857.07
Capital Fund	$ 3,929,080.00	$ 700,000.00	$ 3,229,080.00	$ (1,000.00)	**-0.03%**	$ 167,986.27	**4.28%**	$ (168,986.27)
Parking Fund	$ 3,613,524.00	$ -	$ 3,613,524.00	$ 458,340.46	**12.68%**	$ 124,755.79	**3.45%**	$ 333,584.67
Grand Total	$ 35,490,752.00	$ 3,548,693.00	$ 31,942,059.00	$ 4,739,013.46		$ 4,023,571.82		$ 715,441.64

General Fund:

As of November 30, 2025, the General Fund reflects stable financial activity in the second month of Fiscal Year 2026. General Fund is currently operating within a favorable position.

Revenues

Year-to-date General Fund revenues total approximately $3.34 million, driven primarily by the initial receipt of Ad Valorem Tax Revenues and ongoing sensitive revenues such as utility and franchise taxes. The receipt of Ad Valorem Property Taxes is consistent with the early fiscal year tax distribution cycle and aligns with historical collection patterns-see chart below:

November REPORT INFORMATION						
Collection Rates	2021	2022	2023	2024	2025	2026
November	24.52%	22.87%	22.43%	23.56%	20.53%	19.36%
December	83.41%	85.70%	84.17%	83.76%	82.38%	
January	87.04%	89.34%	87.32%	86.22%	85.90%	
February	90.85%	92.91%	91.31%	90.48%	89.92%	
March	92.83%	94.68%	93.10%	92.82%	92.41%	
April	97.64%	98.37%	96.88%	96.91%	96.84%	
May	98.85%	99.10%	97.86%	98.17%	97.98%	
June	100.17%	99.54%	98.89%	99.20%	99.28%	
July	101.51%	101.25%	101.23%	101.56%	101.60%	

Collections are tracking as expected for the first two months of the fiscal year. Interest income continues to provide a positive return.

Expenditures

Year-to-date expenditures are in line with budgeted expectations, with most departments below the proportional 16.7% benchmark for two months of activity. Legal expenses are below budgeted levels at this time, see chart below:

Services Rendered	Matter	Total
November, 2025	General Representation	$ 2,353.07
	Commission Meetings	$ 1,409.80
	Land Use	$ 744.80
	Fire	$ 3,910.20
	Police	$ -
	Labor	$ 851.20
	Ethics	$ 1,995.00
	Charter Review Board	$ -
	Cost Recovery	$ 1,675.80
	Code Enforcement	$ 186.20
	Total:	**$13,126.07**

The positive variance in the General Fund reflects the timing of revenues-particularly Ad Valorem collections-relative to expenditure disbursements.

Building Fund:

As of November 30, 2025, the Building Fund reflects stable financial activity for the second month of Fiscal Year 2026. Revenues are trending consistently with the timing of permitting activity, while expenditures remain well below budgeted levels. The Fund is currently operating within a favorable position. Overall, revenue performance is consistent with seasonal permitting trends and will continue to fluctuate based on construction activity.

Sewer Fund

As of November 30, 2025, the Sewer Fund reflects stable financial activity for the second month of Fiscal Year 2026. Operating revenues and expenditures are trending within budget expectations, and the Fund is currently maintaining a positive operating position. The positive variance is primarily due to steady revenue collections combined with lower early-year operating and maintenance expenditures.

Fire Fund

As of November 30, 2025, the Fire Fund reflects typical financial activity for the second month of Fiscal Year 2026. Revenues are being received in accordance with the fire assessment billing cycle, while expenditures are trending in line with contractual fire service obligations. The Fund currently reflects a positive operating position. Fire Assessment Revenue collections are consistent with the property tax billing cycle and will continue to increase as distributions are received.

Capital Improvement Project Fund (CIP)

As of November 30, 2025, the CIP Fund reflects limited financial activity for the second month of Fiscal Year 2026, which is typical early in the fiscal year as capital projects move through planning, design and build phases. The Fund currently reflects a deficit position due to timing difference between expenditures and planned funding transfers. Spending remains limited as several major capital projects have not yet commenced construction.

November, 2025 REPORT INFORMATION					
CIP Projects	Budget	YTD Expenditures	November Expenditures	% Completion	Comments
El Prado Park	$ 1,300,000.00	$ -	$ -	0.00%	
Storm Sewer Lining	$ 500,000.00	$ -	$ -	0.00%	
Beach Portal	$ 750,871.00	$ 37,640.00	$ 6,700.00	5.01%	Payment made to Hitchcock Design, Inc.
FDOT Manhole Covers-Pine to Flamingo	$ 100,000.00	$ -	$ -	0.00%	
Beach Renourishment	$ 116,667.00	$ 116,666.66	$ -	100.00%	
West Plaza Refurbishment	$ 500,000.00	$ -	$ -	0.00%	
Street Project-Bougainvilla/Poinciana	$ 115,000.00	$ -	$ -	0.00%	
Roadway Paving & Refurbishment	$ 400,000.00	$ -	$ -	0.00%	
Totals:	**$ 3,782,538.00**	$ 154,306.66	$ 6,700.00		

Parking Fund

As of November 30, 2025, the Parking Fund reflects steady revenue collections and controlled operating expenditures for the second month of Fiscal Year 2026. Revenues are trending in line with seasonal parking activity, and the Fund is currently operating with a favorable surplus position. Spending is well below the proportional benchmark for two months, reflecting controlled early-year operations. The favorable position reflects strong revenue performance combined with limited operating and capital expenditures early in the fiscal year.

Below is the revenue by lot:

November, 2025		
	FY2026	Difference from Prior Year
South Ocean	$ 10,886.00	$ (9,706.02)
Ocean Front Meters	$ 24,343.34	$ (18,209.84)
Commercial Blvd. Meters	$ 10,977.19	$ (1,002.76)
Parking Meters-Beach	$ 9,035.85	$ (5,637.72)
Palm Portal-FDG	$ 5,633.96	$ (3,169.63)
El Prado Parking Lot	$ 23,745.25	$ (14,190.34)
Town Hall Parking Lot	$ 584.72	$ (165.08)
El Mar Parking Lot	$ 14,350.12	$ (12,008.02)
A1A Parking Lot	$ 25,863.66	$ (22,824.28)
Bougainvilla/Poinciana	$ 12,658.89	$ (6,677.99)
Monthly Total:	$ 138,078.98	

The top producing lots for the month of November are:

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

Overall Financial Outlook

As of November 30, 2025, the Town's major operating and capital funds remain financially stable and are performing in line with budget expectations for the second month of Fiscal Year 2026.

Revenues across funds are trending consistent with seasonal and statutory collection cycles while expenditures remain controlled, with several large contractual and capital costs yet to be realized. Overall, the Town maintains positive operating positions in the majority of its funds.

Lauderdale-By-The-Sea, FL

Budget Report
Account Summary
For Fiscal: 2025-2026 Period Ending: 11/30/2025

		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	2,607,943.00	2,607,943.00	0.00	0.00	-2,607,943.00	0.00 %
	Department: 000000 - Assigned Total:	**2,607,943.00**	**2,607,943.00**	**0.00**	**0.00**	**-2,607,943.00**	**0.00%**
Department: 301000 - Ad Valorem Property Taxes							
001-301000-311100	Ad Valorem Property Taxes	14,205,956.00	14,205,956.00	2,749,985.76	2,749,985.76	-11,455,970.24	19.36 %
	Department: 301000 - Ad Valorem Property Taxes Total:	**14,205,956.00**	**14,205,956.00**	**2,749,985.76**	**2,749,985.76**	**-11,455,970.24**	**19.36%**
Department: 301100 - Utility Taxes							
001-301100-311101	Fpl Utility Tax	991,111.00	991,111.00	105,704.52	105,704.52	-885,406.48	10.67 %
001-301100-311440	Gas Utility Tax	23,500.00	23,500.00	1,064.05	1,064.05	-22,435.95	4.53 %
001-301100-314300	Water Utility Tax	207,257.00	207,257.00	19,774.53	19,774.53	-187,482.47	9.54 %
	Department: 301100 - Utility Taxes Total:	**1,221,868.00**	**1,221,868.00**	**126,543.10**	**126,543.10**	**-1,095,324.90**	**10.36%**
Department: 301600 - Franchise Taxes							
001-301600-313100	Fl Power & Light Franchise	750,000.00	750,000.00	81,278.79	81,278.79	-668,721.21	10.84 %
001-301600-313300	Waste Franchise Collection	169,000.00	169,000.00	16,292.83	16,292.83	-152,707.17	9.64 %
001-301600-313400	Gas Franchise	23,500.00	23,500.00	1,357.09	1,357.09	-22,142.91	5.77 %
001-301600-313600	Towing Franchise Fees	500.00	500.00	0.00	0.00	-500.00	0.00 %
	Department: 301600 - Franchise Taxes Total:	**943,000.00**	**943,000.00**	**98,928.71**	**98,928.71**	**-844,071.29**	**10.49%**
Department: 302000 - Licenses & Permits							
001-302000-321100	Business License Taxes	100,500.00	100,500.00	3,383.91	42,030.62	-58,469.38	41.82 %
001-302000-321110	Sidewalk Cafe Row	100,000.00	100,000.00	0.00	118,987.00	18,987.00	118.99 %
001-302000-322150	Miscellaneous Permits	500.00	500.00	0.00	50.00	-450.00	10.00 %
001-302000-322250	Development Services Applications	2,400.00	2,400.00	0.00	0.00	-2,400.00	0.00 %
001-302000-322400	Sign Permits	0.00	0.00	0.00	85.00	85.00	0.00 %
	Department: 302000 - Licenses & Permits Total:	**203,400.00**	**203,400.00**	**3,383.91**	**161,152.62**	**-42,247.38**	**79.23%**
Department: 303000 - Intergovernmental Revenues							
001-303000-311120	Municipal Revenue Sharing	185,000.00	185,000.00	17,403.18	34,806.37	-150,193.63	18.81 %
001-303000-311150	Alcoholic Beverage License	15,000.00	15,000.00	2,642.98	2,642.98	-12,357.02	17.62 %
001-303000-311180	Sales Tax	550,000.00	550,000.00	35,030.96	35,030.96	-514,969.04	6.37 %
001-303000-312410	Local Op Gas Tax 1 - 6 Cent	80,000.00	80,000.00	4,880.77	4,880.77	-75,119.23	6.10 %
001-303000-312420	Local Op Gas Tax 2 - 5 Cent	49,000.00	49,000.00	3,291.10	3,291.10	-45,708.90	6.72 %
001-303000-315100	Communication Service Tax	320,000.00	320,000.00	20,614.72	20,614.72	-299,385.28	6.44 %
001-303000-334915	Fdot-reimbursable Grant	34,384.00	34,384.00	0.00	0.00	-34,384.00	0.00 %
001-303000-343401	Surtax Revenue	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
	Department: 303000 - Intergovernmental Revenues Total:	**1,383,384.00**	**1,383,384.00**	**83,863.71**	**101,266.90**	**-1,282,117.10**	**7.32%**
Department: 304000 - Charges for Services							
001-304000-347500	Tennis - Shuffle Key	11,000.00	11,000.00	280.00	520.00	-10,480.00	4.73 %
	Department: 304000 - Charges for Services Total:	**11,000.00**	**11,000.00**	**280.00**	**520.00**	**-10,480.00**	**4.73%**
Department: 305000 - Fines & Forfeitures							
001-305000-354150	Fines,trafficviolation,citatio	30,000.00	30,000.00	1,594.76	1,594.76	-28,405.24	5.32 %
001-305000-354160	Code Enforcement Fines	50,000.00	50,000.00	100.00	1,250.00	-48,750.00	2.50 %
001-305000-359100	Other Fines & Alarms	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
	Department: 305000 - Fines & Forfeitures Total:	**81,000.00**	**81,000.00**	**1,694.76**	**2,844.76**	**-78,155.24**	**3.51%**
Department: 306000 - Miscellaneous Revenues							
001-306000-361100	Interest Earnings	500,000.00	500,000.00	53,872.62	72,476.80	-427,523.20	14.50 %
001-306000-362000	Rent/lease Royalties	136,157.00	136,157.00	0.00	11,025.00	-125,132.00	8.10 %
001-306000-366100	Donations	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
001-306000-366101	Special Events -Donations	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
001-306000-369100	Miscellaneous Revenues	5,000.00	5,000.00	2,921.73	4,995.73	-4.27	99.91 %
001-306000-369101	Special Events- Applications	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-369200	Miscellaneous Applications	3,000.00	3,000.00	880.00	1,280.00	-1,720.00	42.67 %
001-306000-369201	Miscellaneous Merchandisesales	5,000.00	5,000.00	1,431.78	1,437.78	-3,562.22	28.76 %
001-306000-369250	Recreational Activities Fee	19,000.00	19,000.00	2,270.00	12,270.00	-6,730.00	64.58 %
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	0.00	50.00	-450.00	10.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		**698,657.00**	**698,657.00**	**61,376.13**	**103,535.31**	**-595,121.69**	**14.82%**
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	141,750.00	141,750.00	6,905.40	13,082.59	128,667.41	9.23 %
001-511000-500210	Employer Fica Taxes	12,000.00	12,000.00	521.66	787.26	11,212.74	6.56 %
001-511000-500220	Retirement	68,000.00	68,000.00	3,768.28	13,692.51	54,307.49	20.14 %
001-511000-500230	Group Insurance	55,000.00	55,000.00	2,518.69	16,409.79	38,590.21	29.84 %
001-511000-500345	Contractual Services	17,540.00	17,540.00	382.50	382.50	17,157.50	2.18 %
001-511000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-511000-500512	Elections	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
001-511000-500525	Uniform Expense	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511000-500540	Dues & Subscriptions	3,250.00	3,250.00	1,938.00	2,929.68	320.32	90.14 %
001-511000-500545	Training	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
001-511000-500550	Operating Expenses	21,900.00	21,900.00	334.28	487.75	21,412.25	2.23 %
Department: 511000 - Commission Total:		**353,940.00**	**353,940.00**	**16,368.81**	**47,772.08**	**306,167.92**	**13.50%**
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	27,269.00	27,269.00	2,000.00	19,769.00	7,500.00	72.50 %
Department: 511100 - Donation-Non Profits Total:		**27,269.00**	**27,269.00**	**2,000.00**	**19,769.00**	**7,500.00**	**72.50%**
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	70,000.00	70,000.00	3,808.54	6,160.77	63,839.23	8.80 %
001-511200-500210	Employer Fica Taxes	5,355.00	5,355.00	257.25	384.22	4,970.78	7.17 %
001-511200-500220	Retirement	8,885.00	8,885.00	530.78	1,180.56	7,704.44	13.29 %
001-511200-500230	Group Insurance	3,050.00	3,050.00	6.63	384.77	2,665.23	12.62 %
001-511200-500311	Advertisements	6,795.00	6,795.00	0.00	0.00	6,795.00	0.00 %
001-511200-500340	Sewer/wastewater	4,410.00	4,410.00	308.72	308.72	4,101.28	7.00 %
001-511200-500345	Contractual Services	3,750.00	3,750.00	431.52	431.52	3,318.48	11.51 %
001-511200-500430	Electric Service	2,415.00	2,415.00	113.88	237.17	2,177.83	9.82 %
001-511200-500431	Water Service	6,360.00	6,360.00	450.16	450.16	5,909.84	7.08 %
001-511200-500463	Service Maintenance Contracts	3,150.00	3,150.00	0.00	0.00	3,150.00	0.00 %
001-511200-500506	Printing & Binding	2,590.00	2,590.00	0.00	0.00	2,590.00	0.00 %
001-511200-500520	Bldg. Maintenance	4,000.00	4,000.00	253.71	540.80	3,459.20	13.52 %
001-511200-500550	Operating Expenses	4,500.00	4,500.00	101.36	106.31	4,393.69	2.36 %
Department: 511200 - Visitor Center Total:		**125,260.00**	**125,260.00**	**6,262.55**	**10,185.00**	**115,075.00**	**8.13%**
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	748,453.00	748,453.00	55,585.83	74,559.52	673,893.48	9.96 %
001-513000-500121	Temporary Salaries/ Interns	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
001-513000-500140	Overtime Salaries	5,775.00	5,775.00	0.00	526.39	5,248.61	9.11 %
001-513000-500210	Employer Fica Taxes	56,543.00	56,543.00	4,250.11	4,074.43	52,468.57	7.21 %
001-513000-500220	Retirement	165,555.00	165,555.00	15,011.05	38,325.50	127,229.50	23.15 %
001-513000-500230	Group Insurance	204,000.00	204,000.00	3,367.73	22,499.23	181,500.77	11.03 %
001-513000-500315	Professional Services	43,500.00	43,500.00	3,937.50	3,937.50	39,562.50	9.05 %
001-513000-500320	Audit Expense	50,000.00	50,000.00	1,000.00	1,000.00	49,000.00	2.00 %
001-513000-500344	Hr Expenses	4,250.00	4,250.00	0.00	0.00	4,250.00	0.00 %
001-513000-500345	Contractual Services	94,970.00	94,970.00	4,633.00	11,253.97	83,716.03	11.85 %
001-513000-500463	Service Maintenance Contracts	41,000.00	41,000.00	466.21	466.21	40,533.79	1.14 %
001-513000-500506	Printing & Binding	3,200.00	3,200.00	0.00	0.00	3,200.00	0.00 %
001-513000-500508	Postage	5,000.00	5,000.00	-0.74	2,056.75	2,943.25	41.14 %
001-513000-500510	Office Supplies	13,800.00	13,800.00	237.76	237.76	13,562.24	1.72 %
001-513000-500525	Uniform Expense	1,075.00	1,075.00	71.32	71.32	1,003.68	6.63 %
001-513000-500540	Dues & Subscriptions	10,437.00	10,437.00	0.00	188.73	10,248.27	1.81 %
001-513000-500545	Training	37,050.00	37,050.00	363.80	718.80	36,331.20	1.94 %
001-513000-500550	Operating Expenses	26,350.00	26,350.00	-112.17	30.32	26,319.68	0.12 %
Department: 513000 - Administration Total:		**1,525,958.00**	**1,525,958.00**	**88,811.40**	**159,946.43**	**1,366,011.57**	**10.48%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	350,560.00	350,560.00	24,130.30	24,130.30	326,429.70	6.88 %
001-514000-500314	Litigation	49,440.00	49,440.00	0.00	0.00	49,440.00	0.00 %
Department: 514000 - Town Attorney Total:		**400,000.00**	**400,000.00**	**24,130.30**	**24,130.30**	**375,869.70**	**6.03%**
Department: 519000 - General							
001-519000-500311	Advertisements	6,200.00	6,200.00	0.00	0.00	6,200.00	0.00 %
001-519000-500315	Professional Services	133,500.00	133,500.00	6,452.06	8,603.28	124,896.72	6.44 %
001-519000-500345	Contractual Services	71,350.00	71,350.00	0.00	29,587.96	41,762.04	41.47 %
001-519000-500349	Community Mobility Services	230,000.00	230,000.00	17,397.68	17,397.68	212,602.32	7.56 %
001-519000-500451	Auto, Property & Liability Ins	345,300.00	345,300.00	998.00	998.00	344,302.00	0.29 %
001-519000-500452	Workers Compensation Insur	101,024.00	101,024.00	0.00	13,204.00	87,820.00	13.07 %
001-519000-500463	Service Maintenance Contracts	23,100.00	23,100.00	0.00	0.00	23,100.00	0.00 %
001-519000-500497	Contingency	190,000.00	190,000.00	0.00	0.00	190,000.00	0.00 %
001-519000-500511	Computer Expense	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
001-519000-500550	Operating Expenses	96,300.00	96,300.00	84,108.92	84,108.92	12,191.08	87.34 %
001-519000-500552	Recycling And Solid Waste Exp	66,000.00	66,000.00	13,144.83	13,144.83	52,855.17	19.92 %
Department: 519000 - General Total:		**1,277,774.00**	**1,277,774.00**	**122,101.49**	**167,044.67**	**1,110,729.33**	**13.07%**
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	110,000.00	110,000.00	5,965.28	9,539.04	100,460.96	8.67 %
001-519100-500210	Employer Fica Taxes	8,415.00	8,415.00	456.66	483.70	7,931.30	5.75 %
001-519100-500220	Retirement	21,872.00	21,872.00	836.93	2,868.53	19,003.47	13.12 %
001-519100-500230	Group Insurance	22,400.00	22,400.00	1,277.40	5,389.54	17,010.46	24.06 %
001-519100-500311	Advertisements	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00 %
001-519100-500315	Professional Services	166,000.00	166,000.00	11,836.35	18,285.53	147,714.47	11.02 %
001-519100-500345	Contractual Services	6,750.00	6,750.00	0.00	0.00	6,750.00	0.00 %
001-519100-500347	Programs	13,300.00	13,300.00	534.21	534.21	12,765.79	4.02 %
001-519100-500495	Special Events	203,000.00	203,000.00	16,103.93	18,077.02	184,922.98	8.90 %
001-519100-500506	Printing & Binding	70,000.00	70,000.00	1,157.20	2,726.70	67,273.30	3.90 %
001-519100-500540	Dues & Subscriptions	1,650.00	1,650.00	0.00	0.00	1,650.00	0.00 %
001-519100-500545	Training	4,000.00	4,000.00	645.00	645.00	3,355.00	16.13 %
001-519100-500550	Operating Expenses	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 519100 - Tourism and Community Outreach Total:		**642,387.00**	**642,387.00**	**38,812.96**	**58,549.27**	**583,837.73**	**9.11%**
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
001-521000-500345	Contractual Services	7,159,374.00	7,159,374.00	596,614.50	1,773,231.74	5,386,142.26	24.77 %
001-521000-500352	Contract Services	5,800.00	5,800.00	0.00	0.00	5,800.00	0.00 %
001-521000-500640	Capital Outlay - Equipt & Mach	13,100.00	13,100.00	0.00	0.00	13,100.00	0.00 %
Department: 521000 - Police Department Total:		**7,278,274.00**	**7,278,274.00**	**596,614.50**	**1,773,231.74**	**5,505,042.26**	**24.36%**
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	1,440,000.00	1,440,000.00	126,709.00	258,636.33	1,181,363.67	17.96 %
Department: 523000 - Emergency Medical Services Total:		**1,440,000.00**	**1,440,000.00**	**126,709.00**	**258,636.33**	**1,181,363.67**	**17.96%**
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	465,000.00	465,000.00	37,609.22	54,727.33	410,272.67	11.77 %
001-524000-500121	Temporary Salaries/ Interns	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
001-524000-500140	Overtime Salaries	4,500.00	4,500.00	310.85	961.28	3,538.72	21.36 %
001-524000-500210	Employer Fica Taxes	35,917.00	35,917.00	2,884.00	2,307.54	33,609.46	6.42 %
001-524000-500220	Retirement	94,321.00	94,321.00	6,481.52	25,547.81	68,773.19	27.09 %
001-524000-500230	Group Insurance	120,000.00	120,000.00	7,923.50	27,999.18	92,000.82	23.33 %
001-524000-500315	Professional Services	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
001-524000-500345	Contractual Services	329,000.00	329,000.00	2,055.00	2,920.00	326,080.00	0.89 %
001-524000-500463	Service Maintenance Contracts	5,200.00	5,200.00	0.00	0.00	5,200.00	0.00 %
001-524000-500506	Printing & Binding	3,000.00	3,000.00	299.53	1,199.53	1,800.47	39.98 %
001-524000-500508	Postage	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-524000-500510	Office Supplies	3,500.00	3,500.00	64.50	64.50	3,435.50	1.84 %
001-524000-500525	Uniform Expense	1,740.00	1,740.00	0.00	0.00	1,740.00	0.00 %
001-524000-500540	Dues & Subscriptions	4,000.00	4,000.00	385.04	475.04	3,524.96	11.88 %
001-524000-500545	Training	12,000.00	12,000.00	28.80	28.80	11,971.20	0.24 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500550	Operating Expenses	13,000.00	13,000.00	308.57	296.32	12,703.68	2.28 %
Department: 524000 - Development Services Total:		**1,163,178.00**	**1,163,178.00**	**58,350.53**	**116,527.33**	**1,046,650.67**	**10.02%**
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	1,181,125.00	1,181,125.00	65,491.90	107,019.11	1,074,105.89	9.06 %
001-541100-500140	Overtime Salaries	75,075.00	75,075.00	4,010.05	5,963.55	69,111.45	7.94 %
001-541100-500210	Employer Fica Taxes	96,099.00	96,099.00	5,332.44	4,907.10	91,191.90	5.11 %
001-541100-500220	Retirement	171,307.00	171,307.00	9,801.27	46,749.34	124,557.66	27.29 %
001-541100-500230	Group Insurance	367,000.00	367,000.00	24,281.22	91,408.15	275,591.85	24.91 %
001-541100-500315	Professional Services	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	1,634.53	1,634.53	16,365.47	9.08 %
001-541100-500345	Contractual Services	655,281.00	655,281.00	52,376.00	78,089.76	577,191.24	11.92 %
001-541100-500410	Communications	77,000.00	77,000.00	6,438.91	13,527.45	63,472.55	17.57 %
001-541100-500430	Electric Service	62,000.00	62,000.00	4,669.53	9,984.52	52,015.48	16.10 %
001-541100-500431	Water Service	260,000.00	260,000.00	25,940.10	25,940.10	234,059.90	9.98 %
001-541100-500433	Electic Service-streets	72,500.00	72,500.00	5,695.26	11,377.90	61,122.10	15.69 %
001-541100-500445	Equip Rent/lease	40,000.00	40,000.00	274.75	789.50	39,210.50	1.97 %
001-541100-500460	Equipment Maintenance	55,000.00	55,000.00	2,882.58	4,584.87	50,415.13	8.34 %
001-541100-500461	Vehicle Maintenance	27,500.00	27,500.00	2,128.72	5,360.02	22,139.98	19.49 %
001-541100-500462	Fuel	45,000.00	45,000.00	2,396.18	2,396.18	42,603.82	5.32 %
001-541100-500463	Service Maintenance Contracts	35,000.00	35,000.00	3,120.33	4,262.32	30,737.68	12.18 %
001-541100-500469	Buoy Maintenance	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	90,000.00	90,000.00	0.00	0.00	90,000.00	0.00 %
001-541100-500508	Postage	350.00	350.00	0.00	0.00	350.00	0.00 %
001-541100-500510	Office Supplies	750.00	750.00	0.00	0.00	750.00	0.00 %
001-541100-500520	Bldg. Maintenance	130,000.00	130,000.00	5,584.97	10,662.82	119,337.18	8.20 %
001-541100-500525	Uniform Expense	17,500.00	17,500.00	1,710.78	3,964.08	13,535.92	22.65 %
001-541100-500529	Street Light Maintenance	65,000.00	65,000.00	150.00	9,895.00	55,105.00	15.22 %
001-541100-500530	Street Maint Repair Supply	82,500.00	82,500.00	595.76	3,287.72	79,212.28	3.99 %
001-541100-500531	Grounds Maint/landscaping	55,000.00	55,000.00	1,200.00	6,964.69	48,035.31	12.66 %
001-541100-500532	Signs	17,000.00	17,000.00	24.00	24.00	16,976.00	0.14 %
001-541100-500534	Sidewalk Maint Repair	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
001-541100-500535	Flags	3,250.00	3,250.00	0.00	0.00	3,250.00	0.00 %
001-541100-500536	Sea Oats	10,000.00	10,000.00	2,500.00	2,500.00	7,500.00	25.00 %
001-541100-500540	Dues & Subscriptions	5,500.00	5,500.00	1,658.00	1,658.00	3,842.00	30.15 %
001-541100-500545	Training	8,000.00	8,000.00	1,092.00	1,092.00	6,908.00	13.65 %
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	150,000.00	150,000.00	9,031.58	16,730.55	133,269.45	11.15 %
001-541100-500624	Capital Outlay-bldg. Improvemt	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
001-541100-500640	Capital Outlay - Equipt & Mach	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
001-541100-500644	Capital Outlay-vehicles	53,303.00	53,303.00	0.00	4,813.33	48,489.67	9.03 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		**4,121,540.00**	**4,121,540.00**	**240,020.86**	**475,586.59**	**3,645,953.41**	**11.54%**
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	117,548.00	117,548.00	8,559.74	17,989.48	99,558.52	15.30 %
001-572000-500463	Service Maintenance Contracts	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
001-572000-500510	Office Supplies	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Department: 572000 - Recreation Total:		**121,548.00**	**121,548.00**	**8,559.74**	**17,989.48**	**103,558.52**	**14.80%**
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
001-581100-500910	Transfer To Cip Fund	3,179,080.00	3,179,080.00	0.00	0.00	3,179,080.00	0.00 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		**-2,879,080.00**	**-2,879,080.00**	**0.00**	**0.00**	**2,879,080.00**	**0.00%**
Fund: 001 - General Fund Surplus (Deficit):		**0.00**	**0.00**	**1,797,313.94**	**215,408.94**	**215,408.94**	**0.00%**
Fund: 102 - Building Fund							
Department: 000000 - Assigned							
102-000000-380200	Appropriated Fund Balance	90,750.00	90,750.00	0.00	0.00	-90,750.00	0.00 %
Department: 000000 - Assigned Total:		**90,750.00**	**90,750.00**	**0.00**	**0.00**	**-90,750.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	1,800,190.00	1,800,190.00	113,318.65	308,680.19	-1,491,509.81	17.15 %
102-302100-322105	Fire Plan Review Fees	50,000.00	50,000.00	1,935.55	3,502.95	-46,497.05	7.01 %
102-302100-322106	Building Recording Fee	0.00	0.00	37.25	49.75	49.75	0.00 %
Department: 302100 - Building Permit and Inpection Total:		**1,850,190.00**	**1,850,190.00**	**115,291.45**	**312,232.89**	**-1,537,957.11**	**16.88%**
Department: 524100 - Building							
102-524100-500120	Regular Salaries	300,433.00	300,433.00	13,898.90	23,001.87	277,431.13	7.66 %
102-524100-500121	Temporary Salaries/ Interns	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
102-524100-500140	Overtime Salaries	10,500.00	10,500.00	0.00	0.00	10,500.00	0.00 %
102-524100-500210	Employer Fica Taxes	24,398.00	24,398.00	1,029.38	2,099.51	22,298.49	8.61 %
102-524100-500220	Retirement	64,579.00	64,579.00	3,415.10	6,811.89	57,767.11	10.55 %
102-524100-500230	Group Insurance	77,000.00	77,000.00	4,281.22	20,753.29	56,246.71	26.95 %
102-524100-500315	Professional Services	175,000.00	175,000.00	3,489.75	3,489.75	171,510.25	1.99 %
102-524100-500345	Contractual Services	64,158.00	64,158.00	1,430.00	3,530.00	60,628.00	5.50 %
102-524100-500402	Building Permit Services	900,000.00	900,000.00	0.00	0.00	900,000.00	0.00 %
102-524100-500463	Service Maintenance Contracts	3,552.00	3,552.00	2,144.72	2,144.72	1,407.28	60.38 %
102-524100-500525	Uniform Expense	4,060.00	4,060.00	0.00	0.00	4,060.00	0.00 %
102-524100-500540	Dues & Subscriptions	1,960.00	1,960.00	0.00	0.00	1,960.00	0.00 %
102-524100-500545	Training	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
102-524100-500550	Operating Expenses	4,300.00	4,300.00	0.00	0.00	4,300.00	0.00 %
102-524100-581001	Transfer To GF-OH Costs	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00 %
	Department: 524100 - Building Total:	**1,940,940.00**	**1,940,940.00**	**29,689.07**	**61,831.03**	**1,879,108.97**	**3.19%**
	Fund: 102 - Building Fund Surplus (Deficit):	**0.00**	**0.00**	**85,602.38**	**250,401.86**	**250,401.86**	**0.00%**
Fund: 103 - Sewer Fund							
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,803,000.00	1,803,000.00	124,761.04	124,761.04	-1,678,238.96	6.92 %
Department: 304000 - Charges for Services Total:		**1,803,000.00**	**1,803,000.00**	**124,761.04**	**124,761.04**	**-1,678,238.96**	**6.92%**
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	76,408.00	76,408.00	1,873.12	3,274.19	73,133.81	4.29 %
103-535000-500140	Overtime Salaries	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
103-535000-500210	Employer Fica Taxes	6,304.00	6,304.00	143.30	250.48	6,053.52	3.97 %
103-535000-500220	Retirement	16,393.00	16,393.00	448.36	1,889.51	14,503.49	11.53 %
103-535000-500230	Group Insurance	28,000.00	28,000.00	681.78	2,194.44	25,805.56	7.84 %
103-535000-500340	Sewer/wastewater	1,200,000.00	1,200,000.00	93,315.82	93,315.82	1,106,684.18	7.78 %
103-535000-500345	Contractual Services	55,000.00	55,000.00	1,163.24	1,163.24	53,836.76	2.11 %
103-535000-500430	Electric Service	33,000.00	33,000.00	2,025.66	3,466.16	29,533.84	10.50 %
103-535000-500431	Water Service	800.00	800.00	31.83	31.83	768.17	3.98 %
103-535000-500459	Sewer Line Maintenance	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
103-535000-500465	Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506	Printing & Binding	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
103-535000-500550	Operating Expenses	1,750.00	1,750.00	0.00	0.00	1,750.00	0.00 %
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,345.00	75,345.00	0.00	0.00	75,345.00	0.00 %
	Department: 535000 - Sanitary Sewers Total:	**1,803,000.00**	**1,803,000.00**	**99,683.11**	**105,585.67**	**1,697,414.33**	**5.86%**
	Fund: 103 - Sewer Fund Surplus (Deficit):	**0.00**	**0.00**	**25,077.93**	**19,175.37**	**19,175.37**	**0.00%**
Fund: 115 - Fire Fund							
Department: 000000 - Assigned							
115-000000-380203	Appropriation From Fire Fund	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
	Department: 000000 - Assigned Total:	**150,000.00**	**150,000.00**	**0.00**	**0.00**	**-150,000.00**	**0.00%**
Department: 301050 - Fire Assessment							
115-301050-311200	Property Tax-fire Assessment	2,324,410.00	2,324,410.00	417,691.49	417,691.49	-1,906,718.51	17.97 %
	Department: 301050 - Fire Assessment Total:	**2,324,410.00**	**2,324,410.00**	**417,691.49**	**417,691.49**	**-1,906,718.51**	**17.97%**
Department: 304000 - Charges for Services							
115-304000-342210	Fire Inspection Fees	73,590.00	73,590.00	7,460.00	57,210.42	-16,379.58	77.74 %
	Department: 304000 - Charges for Services Total:	**73,590.00**	**73,590.00**	**7,460.00**	**57,210.42**	**-16,379.58**	**77.74%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 306000 - Miscellaneous Revenues							
115-306000-369100	Miscellaneous Revenues	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		**0.00**	**0.00**	**25,000.00**	**25,000.00**	**25,000.00**	**0.00%**
Department: 522000 - Fire Department							
115-522000-500315	Professional Services	234,000.00	234,000.00	33,915.05	46,090.05	187,909.95	19.70 %
115-522000-500345	Contractual Services	2,160,000.00	2,160,000.00	519,882.12	387,954.79	1,772,045.21	17.96 %
115-522000-500520	Bldg. Maintenance	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
115-522000-500624	Capital Outlay-bldg. Improvemt	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00 %
Department: 522000 - Fire Department Total:		**2,548,000.00**	**2,548,000.00**	**553,797.17**	**434,044.84**	**2,113,955.16**	**17.03%**
Fund: 115 - Fire Fund Surplus (Deficit):		**0.00**	**0.00**	**-103,645.68**	**65,857.07**	**65,857.07**	**0.00%**
Fund: 300 - Capital Project Fund							
Department: 000000 - Assigned							
300-000000-380200	Appropriated Fund Balance	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000000 - Assigned Total:		**700,000.00**	**700,000.00**	**0.00**	**0.00**	**-700,000.00**	**0.00%**
Department: 303000 - Intergovernmental Revenues							
300-303000-334920	Beach Portal-Funding	50,000.00	50,000.00	-1,000.00	-1,000.00	-51,000.00	2.00 %
Department: 303000 - Intergovernmental Revenues Total:		**50,000.00**	**50,000.00**	**-1,000.00**	**-1,000.00**	**-51,000.00**	**2.00%**
Department: 519000 - General							
300-519000-500120	Regular Salaries	90,990.00	90,990.00	5,383.53	8,001.69	82,988.31	8.79 %
300-519000-500210	Employer Fica Taxes	6,961.00	6,961.00	411.84	612.13	6,348.87	8.79 %
300-519000-500220	Retirement	27,339.00	27,339.00	1,433.88	2,627.48	24,711.52	9.61 %
300-519000-500230	Group Insurance	21,252.00	21,252.00	595.71	2,438.31	18,813.69	11.47 %
Department: 519000 - General Total:		**146,542.00**	**146,542.00**	**7,824.96**	**13,679.61**	**132,862.39**	**9.33%**
Department: 545170 - El Prado Park							
300-545170-500630	Cap Outlay Imp Other Than Bldg	1,300,000.00	1,300,000.00	0.00	0.00	1,300,000.00	0.00 %
Department: 545170 - El Prado Park Total:		**1,300,000.00**	**1,300,000.00**	**0.00**	**0.00**	**1,300,000.00**	**0.00%**
Department: 559011 - Storm Sewer Lining							
300-559011-500630	Cap Outlay Imp other than bldg	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
Department: 559011 - Storm Sewer Lining Total:		**500,000.00**	**500,000.00**	**0.00**	**0.00**	**500,000.00**	**0.00%**
Department: 572102 - Beach Portal							
300-572102-500629	Capital Outlay - Design/permit	50,000.00	50,000.00	6,700.00	37,640.00	12,360.00	75.28 %
300-572102-500630	Cap Outlay Imp Other Than Bldg	700,871.00	700,871.00	0.00	0.00	700,871.00	0.00 %
Department: 572102 - Beach Portal Total:		**750,871.00**	**750,871.00**	**6,700.00**	**37,640.00**	**713,231.00**	**5.01%**
Department: 572109 - FDOT Manhole Covers-Pine -Flamingo							
300-572109-500630	Cap Outlay Imp other than bldg	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
Department: 572109 - FDOT Manhole Covers-Pine -Flamingo Total:		**100,000.00**	**100,000.00**	**0.00**	**0.00**	**100,000.00**	**0.00%**
Department: 572200 - Beach Renourishment							
300-572200-500630	Cap Outlay Imp Other Than Bldg	116,667.00	116,667.00	0.00	116,666.66	0.34	100.00 %
Department: 572200 - Beach Renourishment Total:		**116,667.00**	**116,667.00**	**0.00**	**116,666.66**	**0.34**	**100.00%**
Department: 572202 - West Plaza Refurbishment							
300-572202-500630	Cap Outlay Imp other than bldg	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
Department: 572202 - West Plaza Refurbishment Total:		**500,000.00**	**500,000.00**	**0.00**	**0.00**	**500,000.00**	**0.00%**
Department: 576136 - Street Proj.Bougain.Poinciana							
300-576136-500629	Capital Outlay - Design/permit	115,000.00	115,000.00	0.00	0.00	115,000.00	0.00 %
Department: 576136 - Street Proj.Bougain.Poinciana Total:		**115,000.00**	**115,000.00**	**0.00**	**0.00**	**115,000.00**	**0.00%**
Department: 576138 - Roadway Paving & Refurbishment							
300-576138-500630	Cap Outlay Imp Other Than Bldg	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
Department: 576138 - Roadway Paving & Refurbishment Total:		**400,000.00**	**400,000.00**	**0.00**	**0.00**	**400,000.00**	**0.00%**
Department: 581100 - Interfund Transfers							
300-581100-381105	Transfer From General Fund	3,179,080.00	3,179,080.00	0.00	0.00	-3,179,080.00	0.00 %
Department: 581100 - Interfund Transfers Total:		**3,179,080.00**	**3,179,080.00**	**0.00**	**0.00**	**-3,179,080.00**	**0.00%**
Fund: 300 - Capital Project Fund Surplus (Deficit):		**0.00**	**0.00**	**-15,524.96**	**-168,986.27**	**-168,986.27**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - Parking Fund							
Department: 302000 - Licenses & Permits							
310-302000-313101	Pilop Fee	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Department: 302000 - Licenses & Permits Total:		**50,000.00**	**50,000.00**	**0.00**	**0.00**	**-50,000.00**	**0.00%**
Department: 304000 - Charges for Services							
310-304000-344500	Parking Permits	160,000.00	160,000.00	9,063.19	48,945.77	-111,054.23	30.59 %
310-304000-344520	Parking Agreements	94,024.00	94,024.00	0.00	0.00	-94,024.00	0.00 %
310-304000-344551	South Ocean	250,000.00	250,000.00	10,886.00	23,536.89	-226,463.11	9.41 %
310-304000-344552	Ocean Front Meters	450,000.00	450,000.00	24,343.34	63,198.85	-386,801.15	14.04 %
310-304000-344553	Commmercial Blvd. Meters	100,000.00	100,000.00	10,977.19	22,815.20	-77,184.80	22.82 %
310-304000-344554	Parking Meters - Beach	200,000.00	200,000.00	9,035.85	20,816.89	-179,183.11	10.41 %
310-304000-344555	Palm Portal- Fdg	130,000.00	130,000.00	5,633.96	13,682.04	-116,317.96	10.52 %
310-304000-344556	El Prado Parking Lot	654,000.00	654,000.00	23,745.25	54,857.31	-599,142.69	8.39 %
310-304000-344558	Town Hall Parking Lot	30,000.00	30,000.00	584.72	1,848.69	-28,151.31	6.16 %
310-304000-344559	El Mar Parking Lot	295,500.00	295,500.00	14,350.12	36,745.72	-258,754.28	12.44 %
310-304000-344560	A1A Parking Lot	700,000.00	700,000.00	25,863.66	61,957.41	-638,042.59	8.85 %
310-304000-344563	Bougainvilla/ Poinciana	210,000.00	210,000.00	12,658.89	29,789.15	-180,210.85	14.19 %
Department: 304000 - Charges for Services Total:		**3,273,524.00**	**3,273,524.00**	**147,142.17**	**378,193.92**	**-2,895,330.08**	**11.55%**
Department: 305000 - Fines & Forfeitures							
310-305000-354100	Parking Fines	140,000.00	140,000.00	24,107.07	54,348.35	-85,651.65	38.82 %
Department: 305000 - Fines & Forfeitures Total:		**140,000.00**	**140,000.00**	**24,107.07**	**54,348.35**	**-85,651.65**	**38.82%**
Department: 306000 - Miscellaneous Revenues							
310-306000-362001	Bougainvilla Rent	150,000.00	150,000.00	12,938.19	25,798.19	-124,201.81	17.20 %
Department: 306000 - Miscellaneous Revenues Total:		**150,000.00**	**150,000.00**	**12,938.19**	**25,798.19**	**-124,201.81**	**17.20%**
Department: 545000 - Parking Operations							
310-545000-500120	Regular Salaries	286,028.00	286,028.00	11,444.53	21,000.58	265,027.42	7.34 %
310-545000-500140	Overtime Salaries	5,000.00	5,000.00	326.29	352.97	4,647.03	7.06 %
310-545000-500210	Employer Fica Taxes	22,264.00	22,264.00	666.32	923.26	21,340.74	4.15 %
310-545000-500220	Retirement	56,485.00	56,485.00	2,163.89	7,865.55	48,619.45	13.93 %
310-545000-500230	Group Insurance	85,000.00	85,000.00	3,428.29	12,982.95	72,017.05	15.27 %
310-545000-500345	Contractual Services	542,500.00	542,500.00	2,124.26	61,927.81	480,572.19	11.42 %
310-545000-500353	Parking Alternatives	85,000.00	85,000.00	3,011.77	3,011.77	81,988.23	3.54 %
310-545000-500410	Communications	3,000.00	3,000.00	115.35	230.70	2,769.30	7.69 %
310-545000-500430	Electric Service	10,750.00	10,750.00	725.19	1,495.77	9,254.23	13.91 %
310-545000-500431	Water Service	28,000.00	28,000.00	1,544.87	1,544.87	26,455.13	5.52 %
310-545000-500445	Equip Rent/lease	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500461	Vehicle Maintenance	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
310-545000-500462	Fuel	15,000.00	15,000.00	586.92	586.92	14,413.08	3.91 %
310-545000-500463	Service Maintenance Contracts	64,000.00	64,000.00	5,292.00	5,292.00	58,708.00	8.27 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
310-545000-500508	Postage	1,000.00	1,000.00	40.31	40.31	959.69	4.03 %
310-545000-500510	Office Supplies	750.00	750.00	0.00	0.00	750.00	0.00 %
310-545000-500525	Uniform Expense	4,750.00	4,750.00	0.00	0.00	4,750.00	0.00 %
310-545000-500532	Signs	13,000.00	13,000.00	59.32	712.12	12,287.88	5.48 %
310-545000-500533	Parking Meter Parts-supplies	22,000.00	22,000.00	0.00	0.00	22,000.00	0.00 %
310-545000-500545	Training	2,351.00	2,351.00	0.00	0.00	2,351.00	0.00 %
310-545000-500550	Operating Expenses	39,000.00	39,000.00	5,474.45	5,681.59	33,318.41	14.57 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	33,000.00	33,000.00	0.00	0.00	33,000.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	79,500.00	79,500.00	0.00	0.00	79,500.00	0.00 %
310-545000-500644	Capital Outlay-vehicles	26,646.00	26,646.00	0.00	1,106.62	25,539.38	4.15 %
310-545000-500646	Capital Outlay-Reserves	2,155,000.00	2,155,000.00	0.00	0.00	2,155,000.00	0.00 %
Department: 545000 - Parking Operations Total:		**3,613,524.00**	**3,613,524.00**	**37,003.76**	**124,755.79**	**3,488,768.21**	**3.45%**
Fund: 310 - Parking Fund Surplus (Deficit):		**0.00**	**0.00**	**147,183.67**	**333,584.67**	**333,584.67**	**0.00%**
Report Surplus (Deficit):		**0.00**	**0.00**	**1,936,007.28**	**715,441.64**	**715,441.64**	**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	2,607,943.00	2,607,943.00	0.00	0.00	-2,607,943.00	0.00%
301000 - Ad Valorem Property Taxes	14,205,956.00	14,205,956.00	2,749,985.76	2,749,985.76	-11,455,970.24	19.36%
301100 - Utility Taxes	1,221,868.00	1,221,868.00	126,543.10	126,543.10	-1,095,324.90	10.36%
301600 - Franchise Taxes	943,000.00	943,000.00	98,928.71	98,928.71	-844,071.29	10.49%
302000 - Licenses & Permits	203,400.00	203,400.00	3,383.91	161,152.62	-42,247.38	79.23%
303000 - Intergovernmental Revenues	1,383,384.00	1,383,384.00	83,863.71	101,266.90	-1,282,117.10	7.32%
304000 - Charges for Services	11,000.00	11,000.00	280.00	520.00	-10,480.00	4.73%
305000 - Fines & Forfeitures	81,000.00	81,000.00	1,694.76	2,844.76	-78,155.24	3.51%
306000 - Miscellaneous Revenues	698,657.00	698,657.00	61,376.13	103,535.31	-595,121.69	14.82%
511000 - Commission	353,940.00	353,940.00	16,368.81	47,772.08	306,167.92	13.50%
511100 - Donation-Non Profits	27,269.00	27,269.00	2,000.00	19,769.00	7,500.00	72.50%
511200 - Visitor Center	125,260.00	125,260.00	6,262.55	10,185.00	115,075.00	8.13%
513000 - Administration	1,525,958.00	1,525,958.00	88,811.40	159,946.43	1,366,011.57	10.48%
514000 - Town Attorney	400,000.00	400,000.00	24,130.30	24,130.30	375,869.70	6.03%
519000 - General	1,277,774.00	1,277,774.00	122,101.49	167,044.67	1,110,729.33	13.07%
519100 - Tourism and Community Outreach	642,387.00	642,387.00	38,812.96	58,549.27	583,837.73	9.11%
521000 - Police Department	7,278,274.00	7,278,274.00	596,614.50	1,773,231.74	5,505,042.26	24.36%
523000 - Emergency Medical Services	1,440,000.00	1,440,000.00	126,709.00	258,636.33	1,181,363.67	17.96%
524000 - Development Services	1,163,178.00	1,163,178.00	58,350.53	116,527.33	1,046,650.67	10.02%
541100 - Mun Srvsc - Public Works Div	4,121,540.00	4,121,540.00	240,020.86	475,586.59	3,645,953.41	11.54%
572000 - Recreation	121,548.00	121,548.00	8,559.74	17,989.48	103,558.52	14.80%
581100 - Interfund Transfers	-2,879,080.00	-2,879,080.00	0.00	0.00	2,879,080.00	0.00%
Fund: 001 - General Fund Surplus (Deficit):	**0.00**	**0.00**	**1,797,313.94**	**215,408.94**	**215,408.94**	**0.00%**
Fund: 102 - Building Fund						
000000 - Assigned	90,750.00	90,750.00	0.00	0.00	-90,750.00	0.00%
302100 - Building Permit and Inpection	1,850,190.00	1,850,190.00	115,291.45	312,232.89	-1,537,957.11	16.88%
524100 - Building	1,940,940.00	1,940,940.00	29,689.07	61,831.03	1,879,108.97	3.19%
Fund: 102 - Building Fund Surplus (Deficit):	**0.00**	**0.00**	**85,602.38**	**250,401.86**	**250,401.86**	**0.00%**
Fund: 103 - Sewer Fund						
304000 - Charges for Services	1,803,000.00	1,803,000.00	124,761.04	124,761.04	-1,678,238.96	6.92%
535000 - Sanitary Sewers	1,803,000.00	1,803,000.00	99,683.11	105,585.67	1,697,414.33	5.86%
Fund: 103 - Sewer Fund Surplus (Deficit):	**0.00**	**0.00**	**25,077.93**	**19,175.37**	**19,175.37**	**0.00%**
Fund: 115 - Fire Fund						
000000 - Assigned	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00%
301050 - Fire Assessment	2,324,410.00	2,324,410.00	417,691.49	417,691.49	-1,906,718.51	17.97%
304000 - Charges for Services	73,590.00	73,590.00	7,460.00	57,210.42	-16,379.58	77.74%
306000 - Miscellaneous Revenues	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00%
522000 - Fire Department	2,548,000.00	2,548,000.00	553,797.17	434,044.84	2,113,955.16	17.03%
Fund: 115 - Fire Fund Surplus (Deficit):	**0.00**	**0.00**	**-103,645.68**	**65,857.07**	**65,857.07**	**0.00%**
Fund: 300 - Capital Project Fund						
000000 - Assigned	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00%
303000 - Intergovernmental Revenues	50,000.00	50,000.00	-1,000.00	-1,000.00	-51,000.00	2.00%
519000 - General	146,542.00	146,542.00	7,824.96	13,679.61	132,862.39	9.33%
545170 - El Prado Park	1,300,000.00	1,300,000.00	0.00	0.00	1,300,000.00	0.00%
559011 - Storm Sewer Lining	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00%
572102 - Beach Portal	750,871.00	750,871.00	6,700.00	37,640.00	713,231.00	5.01%
572109 - FDOT Manhole Covers-Pine -Flamingo	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00%
572200 - Beach Renourishment	116,667.00	116,667.00	0.00	116,666.66	0.34	100.00%
572202 - West Plaza Refurbishment	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00%
576136 - Street Proj.Bougain.Poinciana	115,000.00	115,000.00	0.00	0.00	115,000.00	0.00%
576138 - Roadway Paving & Refurbishment	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00%
581100 - Interfund Transfers	3,179,080.00	3,179,080.00	0.00	0.00	-3,179,080.00	0.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	**0.00**	**0.00**	**-15,524.96**	**-168,986.27**	**-168,986.27**	**0.00%**

Departmen…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - Parking Fund						
302000 - Licenses & Permits	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00%
304000 - Charges for Services	3,273,524.00	3,273,524.00	147,142.17	378,193.92	-2,895,330.08	11.55%
305000 - Fines & Forfeitures	140,000.00	140,000.00	24,107.07	54,348.35	-85,651.65	38.82%
306000 - Miscellaneous Revenues	150,000.00	150,000.00	12,938.19	25,798.19	-124,201.81	17.20%
545000 - Parking Operations	3,613,524.00	3,613,524.00	37,003.76	124,755.79	3,488,768.21	3.45%
Fund: 310 - Parking Fund Surplus (Deficit):	**0.00**	**0.00**	**147,183.67**	**333,584.67**	**333,584.67**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**1,936,007.28**	**715,441.64**	**715,441.64**	**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	1,797,313.94	215,408.94	215,408.94
102 - Building Fund	0.00	0.00	85,602.38	250,401.86	250,401.86
103 - Sewer Fund	0.00	0.00	25,077.93	19,175.37	19,175.37
115 - Fire Fund	0.00	0.00	-103,645.68	65,857.07	65,857.07
300 - Capital Project Fund	0.00	0.00	-15,524.96	-168,986.27	-168,986.27
310 - Parking Fund	0.00	0.00	147,183.67	333,584.67	333,584.67
Report Surplus (Deficit):	**0.00**	**0.00**	**1,936,007.28**	**715,441.64**	**715,441.64**

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of November 30,2025

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 11/30/2025	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
			001 General Fund:						
Truist	101.000	8015	Master Account	Analyzed Interest Checking	Truist	3,861,323.51	3.00%	8,483.00	16,743.00
Truist	101.009	6876	Emergency Reserve	Public Special Money Rate Checking	Truist	2,641,447.01	3.00%	6,365.20	6,365.20
			GENERAL FUND	BANK SUBTOTAL		6,502,770.52		14,848.20	23,108.20
SBA	101.300	1471-A	General Fund Invest Acct A 471	SBA Invest Pool	SBA	205,123.43	4.15%	696.78	1,438.47
SBA	101.400	1472-A	Emergency Reserves Acct A 472	SBA Invest Pool	SBA	99,518.28	4.15%	338.06	697.90
SBA	101.301	1473-A	Florida Prime Investment	SBA Investment	SBA	3,080,229.05	4.15%	10,463.41	21,600.86
SouthState Inv.	101.110	9371	Investment	Investment	SSTI	2,539,551.85			
			GENERAL FUND	SBA / INV. SUBTOTAL		5,924,422.61		0.00	23,737.23
			GENERAL FUND	GRAND TOTAL		12,427,193.13		14,848.20	46,845.43
			101 Police Forfeiture & Training						
Truist	101.100	9613	Police Forfeiture Fund	Analyzed Interest Checking	Truist	589.59	3.00%	Included Above	Included Above
			POLICE FUND	TOTAL		589.59		0.00	0.00
			103 Sewer Enterprise Fund						
Truist	101.105	9999	Sewer Enterprise Fund	Analyzed Interest Checking	Truist	1,029,565.51	3.00%	2,543.89	4,592.64
			SEWER FUND	TOTAL		1,029,565.51		2,543.89	4,592.64
			115 Fire Fund:						
Truist	101.109	5379	Fire Fund Account	Analyzed Interest Checking	Truist	2,989,443.08	3.00%	3,116.93	4,604.86
Truist	101.110	6701	Public Safety Facility Account	Analyzed Interest Checking	Truist	1,302,303.38	3.00%	3,502.62	5,785.70
			FIRE FUND	GRAND TOTAL		2,989,443.08		6,619.55	4,604.86
			300 Capital Improvement Fund:						
Truist	101.115	0010	Capital Improvement Fund	Analyzed Interest Checking	Truist	2,820,197.36	3.00%	6,948.80	12,930.43
			CAPITAL IMPROVEMENT FUND	TOTAL		2,820,197.36		6,948.80	12,930.43
			310 Parking Improvement Fund						
Truist	101.125	0120	Parking Improvement Account	Analyzed Interest Checking	Truist	5,612,685.09	3.00%	15,658.39	29,212.22
Truist	101.128	8554	PILOP Account	Analyzed Interest Checking	Truist	200.00	3.00%	Included Above	Included Above
			PARKING FUND	TOTAL		5,612,885.09		15,658.39	29,212.22
			102 Building Fund						
Truist	101.104	8686	Building Account	Analyzed Interest Checking	Truist	1,215,109.77	3.00%	2,945.90	5,229.35
			BUILDING FUND	TOTAL		1,215,109.77		2,945.90	5,229.35
			ALL FUNDS	GRAND TOTAL		26,094,983.53		49,564.73	103,414.93

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of November 30,2025

Summary by Investment Type	Amount	Percent
Interest Bearing Checking	20,170,560.92	77%
Non-interest Bearing Checking	0.00	0%
SBA Trust Fund/Pools	304,641.71	1%
SBA Florida Prime Investment	3,080,229.05	
Investment	2,539,551.85	10%
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	26,094,983.53	88%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	12,427,193.13	48%
	Police Fund	589.59	0%
	Sewer Fund	1,029,565.51	4%
	Fire Fund	2,989,443.08	11%
	Building Fund	1,215,109.77	5%
	Capital Improvement Fund	2,820,197.36	11%
	Parking Fund	5,612,885.09	22%
	GRAND TOTAL	26,094,983.53	100%

Summary by Bank/Pool/Inv	Amount	Percent
Truist	20,170,560.92	77%
Investment	2,539,551.85	10%
Florida Prime/Investment	3,080,229.05	12%
Florida Prime/State Board of Admin.	304,641.71	1%
GRAND TOTAL	26,094,983.53	100%

Agenda Item No: 8.d.

Town Commission Agenda Item Report

Meeting Date: February 24, 2026
Submitted By: Lucila Lang, Finance Director
Submitting Department: Finance
Item Type: Presentation
Agenda Section:TOWN MANAGER REPORT

Subject Title: December 2025 Finance Report

Explanation: Presented is the December 2025 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of December, the Town was 25% through the fiscal year.

Recommendation: N/A

Exhibits:
1. December 2025 Finance Report
2. December 2025 Revenue Expenditure Report
3. December 2025 Cash Investment Report

December is the third month of fiscal year 2025-2026.

The following is a summary of the operating results through 12/31/25:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	$ 21,656,208.00	$ 2,607,943.00	$ 19,048,265.00	$ 12,052,649.35	**63.27%**	$ 4,492,491.38	**23.58%**	$ 7,560,157.97
Building Fund	$ 1,940,940.00	$ 90,750.00	$ 1,850,190.00	$ 407,667.64	**22.03%**	$ 347,377.31	**18.78%**	$ 60,290.33
Sewer Fund	$ 1,803,000.00	$ -	$ 1,803,000.00	$ 124,761.04	**6.92%**	$ 266,147.81	**14.76%**	$ (141,386.77)
Fire Fund	$ 2,548,000.00	$ 150,000.00	$ 2,398,000.00	$ 1,889,664.96	**78.80%**	$ 437,120.34	**18.23%**	$ 1,452,544.62
Capital Fund	$ 3,929,080.00	$ 700,000.00	$ 3,229,080.00	$ (1,000.00)	**-0.03%**	$ 206,469.49	**5.25%**	$ (207,469.49)
Parking Fund	$ 3,613,524.00	$ -	$ 3,613,524.00	$ 871,328.73	**24.11%**	$ 229,016.05	**6.34%**	$ 642,312.68
Grand Total	$ 35,490,752.00	$ 3,548,693.00	$ 31,942,059.00	$ 15,345,071.72		$ 5,978,622.38		$ 9,366,449.34

General Fund

As of December 31, 2025, General Fund Revenues are trending in line with budget expectations for the first quarter of the fiscal year.

Revenues

Ad Valorem Property Taxes, the Town's primary revenue source, have collected approximately $11,090,742, representing 78.07% of the annual budget. This collection is consistent with the tax bill distribution cycle and reflects the majority of revenues being received during the early months of the fiscal year.

December REPORT INFORMATION						
Collection Rates	2021	2022	2023	2024	2025	2026
November	24.52%	22.87%	22.43%	23.56%	20.53%	19.36%
December	83.41%	85.70%	84.17%	83.76%	82.38%	78.07%
January	87.04%	89.34%	87.32%	86.22%	85.90%	
February	90.85%	92.91%	91.31%	90.48%	89.92%	
March	92.83%	94.68%	93.10%	92.82%	92.41%	
April	97.64%	98.37%	96.88%	96.91%	96.84%	
May	98.85%	99.10%	97.86%	98.17%	97.98%	
June	100.17%	99.54%	98.89%	99.20%	99.28%	
July	101.51%	101.25%	101.23%	101.56%	101.60%	

Expenditures

Overall General Fund expenditures remain within budgetary expectations throughout the first quarter.

Below is a breakdown of attorney fees:

Services Rendered	Matter	Total
December, 2025	General Representation	$ 5,825.40
	Commission Meetings	$ 2,048.20
	Land Use	$ 798.00
	Fire	$ 6,277.60
	Police	$ -
	Labor	$ 452.20
	Ethics	$ 611.80
	Charter Review Board	$ 4,601.80
	Code Enforcement	$ 159.60
	Total:	**$20,774.60**

At the close of December 2025, the General Fund reflects a positive operating position, with revenues exceeding expenditures year-to-date due to the front-loaded receipt of ad valorem revenues. This favorable position is typical for the first quarter and will normalize as operating and contractual expenditures continue throughout the fiscal year.

Building Fund

As of December 31, 2025, Building Fund revenues are trending below the straight-line benchmark but remain consistent with development activity levels experienced during the first quarter of the fiscal year.

Revenues

Building Permit Revenues, the fund's primary revenue source, have generated $385,289, representing 21.40% of the annual budget. While slightly below the proportional benchmark, permit activity can fluctuate throughout the year based on construction cycles and project timing.

Expenditures

Building Fund expenditures are trending well below budget at this stage of the fiscal year. The Building Permit Services line item represents outsourced plan review and inspection services and typically fluctuates in proportion to permit activity.

At the end of the month, the Building Fund reflects a positive operating position.

Sewer Fund

As of December 31, 2025, the Sewer Fund reflects stable financial activity for Fiscal Year 2026. Collections from the City of Fort Lauderdale were slow at the beginning of the fiscal year due to an issue with Fort Lauderdale's reading vendor being delayed with their

readings. This issue is being worked on and should be corrected by end of January. The largest expenditure for the Sewer Fund is wastewater treatment and transmission services. These are the payments to the City of Pompano Beach under the wastewater treatment and disposal agreement and represent the primary cost driver within the Fund.

As of December 31, 2025, the Sewer Fund reflects a negative operating position due to the monthly revenue collection delay and the front-loaded contractual wastewater treatment costs. This should stabilize as revenues continue to be collected throughout the fiscal year.

Fire Fund

As of December 31, 2025, Fire Fund revenues are performing in line with budget expectations, driven by the annual fire assessment collections. Expenditures remain within budget. The contractual services payments under the fire services agreement represent the largest cost driver within the fund. As of the end of the month, the Fire Fund reflects a positive operation position.

Capital Improvement Project Fund (CIP)

The Fund currently reflects a deficit position due to timing difference between expenditures and planned funding transfers. Spending remains limited as several major capital projects have not yet commenced construction.

Below is a chart showing activity for the CIP Fund:

December, 2025 REPORT INFORMATION					
CIP Projects	Budget	YTD Expenditures	December Expenditures	% Completion	Comments
El Prado Park	$ 1,300,000.00	$ 22,092.00	$ 22,092.00	1.70%	Payment made to Hitchcock Design, Inc.
Storm Sewer Lining	$ 500,000.00	$ -	$ -	0.00%	
Beach Portal	$ 750,871.00	$ 45,910.87	$ 8,270.87	6.11%	Payment made to Hitchcock Design, Inc.
FDOT Manhole Covers-Pine to Flamingo	$ 100,000.00	$ -	$ -	0.00%	
Beach Renourishment	$ 116,667.00	$ 116,666.66	$ -	100.00%	Project complete.
West Plaza Refurbishment	$ 500,000.00	$ -	$ -	0.00%	
Street Project-Bougainvilla/Poinciana	$ 115,000.00	$ -	$ -	0.00%	
Roadway Paving & Refurbishment	$ 400,000.00	$ -	$ -	0.00%	
Totals:	**$ 3,782,538.00**	$ 184,669.53	$ 30,362.87		

Parking Fund

As of December 31, 2025, the Parking Fund is performing favorably through the third month of Fiscal Year 2026. Revenues align with seasonal trends, while expenditures remain below the three-month benchmark due to limited operating and capital outlays early in the fiscal year, resulting in a current surplus position.

December, 2025	
	FY2026
South Ocean	$ 22,672.91
Ocean Front Meters	$ 46,173.71
Commercial Blvd. Meters	$ 14,021.23
Parking Meters-Beach	$ 17,856.52
Palm Portal-FDG	$ 9,640.54
El Prado Parking Lot	$ 44,673.93
Town Hall Parking Lot	$ 1,810.45
El Mar Parking Lot	$ 25,172.40
A1A Parking Lot	$ 52,884.50
Bougainvilla/Poinciana	$ 28,090.64
Monthly Total:	$ 262,996.83

The top producing lots were:

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

Overall Financial Outlook

At the close of the first quarter of Fiscal Year 2026, the Town remains in a strong overall financial position-stable, balanced and operating within budget across all funds.



Lauderdale-By-The-Sea, FL

Budget Report
Account Summary
For Fiscal: 2025-2026 Period Ending: 12/31/2025

		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	2,607,943.00	2,607,943.00	0.00	0.00	-2,607,943.00	0.00 %
	Department: 000000 - Assigned Total:	**2,607,943.00**	**2,607,943.00**	**0.00**	**0.00**	**-2,607,943.00**	**0.00%**
Department: 301000 - Ad Valorem Property Taxes							
001-301000-311100	Ad Valorem Property Taxes	14,205,956.00	14,205,956.00	8,340,756.98	11,090,742.74	-3,115,213.26	78.07 %
	Department: 301000 - Ad Valorem Property Taxes Total:	**14,205,956.00**	**14,205,956.00**	**8,340,756.98**	**11,090,742.74**	**-3,115,213.26**	**78.07%**
Department: 301100 - Utility Taxes							
001-301100-311101	Fpl Utility Tax	991,111.00	991,111.00	97,415.74	203,120.26	-787,990.74	20.49 %
001-301100-311440	Gas Utility Tax	23,500.00	23,500.00	1,290.71	2,354.76	-21,145.24	10.02 %
001-301100-314300	Water Utility Tax	207,257.00	207,257.00	7,109.33	26,883.86	-180,373.14	12.97 %
	Department: 301100 - Utility Taxes Total:	**1,221,868.00**	**1,221,868.00**	**105,815.78**	**232,358.88**	**-989,509.12**	**19.02%**
Department: 301600 - Franchise Taxes							
001-301600-313100	Fl Power & Light Franchise	750,000.00	750,000.00	68,659.68	149,938.47	-600,061.53	19.99 %
001-301600-313300	Waste Franchise Collection	169,000.00	169,000.00	10,426.40	26,719.23	-142,280.77	15.81 %
001-301600-313400	Gas Franchise	23,500.00	23,500.00	1,737.25	3,094.34	-20,405.66	13.17 %
001-301600-313600	Towing Franchise Fees	500.00	500.00	0.00	0.00	-500.00	0.00 %
	Department: 301600 - Franchise Taxes Total:	**943,000.00**	**943,000.00**	**80,823.33**	**179,752.04**	**-763,247.96**	**19.06%**
Department: 302000 - Licenses & Permits							
001-302000-321100	Business License Taxes	100,500.00	100,500.00	7,349.66	49,380.28	-51,119.72	49.13 %
001-302000-321110	Sidewalk Cafe Row	100,000.00	100,000.00	0.00	118,987.00	18,987.00	118.99 %
001-302000-322150	Miscellaneous Permits	500.00	500.00	0.00	50.00	-450.00	10.00 %
001-302000-322250	Development Services Applications	2,400.00	2,400.00	0.00	0.00	-2,400.00	0.00 %
001-302000-322400	Sign Permits	0.00	0.00	100.00	185.00	185.00	0.00 %
	Department: 302000 - Licenses & Permits Total:	**203,400.00**	**203,400.00**	**7,449.66**	**168,602.28**	**-34,797.72**	**82.89%**
Department: 303000 - Intergovernmental Revenues							
001-303000-311120	Municipal Revenue Sharing	185,000.00	185,000.00	17,403.19	52,209.56	-132,790.44	28.22 %
001-303000-311150	Alcoholic Beverage License	15,000.00	15,000.00	0.00	2,642.98	-12,357.02	17.62 %
001-303000-311180	Sales Tax	550,000.00	550,000.00	35,590.42	70,621.38	-479,378.62	12.84 %
001-303000-312410	Local Op Gas Tax 1 - 6 Cent	80,000.00	80,000.00	4,859.62	9,740.39	-70,259.61	12.18 %
001-303000-312420	Local Op Gas Tax 2 - 5 Cent	49,000.00	49,000.00	3,295.82	6,586.92	-42,413.08	13.44 %
001-303000-315100	Communication Service Tax	320,000.00	320,000.00	20,769.47	41,384.19	-278,615.81	12.93 %
001-303000-334915	Fdot-reimbursable Grant	34,384.00	34,384.00	0.00	0.00	-34,384.00	0.00 %
001-303000-343401	Surtax Revenue	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
	Department: 303000 - Intergovernmental Revenues Total:	**1,383,384.00**	**1,383,384.00**	**81,918.52**	**183,185.42**	**-1,200,198.58**	**13.24%**
Department: 304000 - Charges for Services							
001-304000-347500	Tennis - Shuffle Key	11,000.00	11,000.00	130.00	650.00	-10,350.00	5.91 %
	Department: 304000 - Charges for Services Total:	**11,000.00**	**11,000.00**	**130.00**	**650.00**	**-10,350.00**	**5.91%**
Department: 305000 - Fines & Forfeitures							
001-305000-354150	Fines,trafficviolation,citatio	30,000.00	30,000.00	1,362.86	2,957.62	-27,042.38	9.86 %
001-305000-354160	Code Enforcement Fines	50,000.00	50,000.00	100.00	1,350.00	-48,650.00	2.70 %
001-305000-359100	Other Fines & Alarms	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
	Department: 305000 - Fines & Forfeitures Total:	**81,000.00**	**81,000.00**	**1,462.86**	**4,307.62**	**-76,692.38**	**5.32%**
Department: 306000 - Miscellaneous Revenues							
001-306000-361100	Interest Earnings	500,000.00	500,000.00	60,544.85	133,021.65	-366,978.35	26.60 %
001-306000-362000	Rent/lease Royalties	136,157.00	136,157.00	22,112.00	33,137.00	-103,020.00	24.34 %
001-306000-366100	Donations	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
001-306000-366101	Special Events -Donations	10,000.00	10,000.00	0.00	0.00	-10,000.00	0.00 %
001-306000-369100	Miscellaneous Revenues	5,000.00	5,000.00	3,150.00	8,145.73	3,145.73	162.91 %
001-306000-369101	Special Events- Applications	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-369200	Miscellaneous Applications	3,000.00	3,000.00	1,570.00	2,850.00	-150.00	95.00 %
001-306000-369201	Miscellaneous Merchandisesales	5,000.00	5,000.00	208.21	1,645.99	-3,354.01	32.92 %
001-306000-369250	Recreational Activities Fee	19,000.00	19,000.00	1,930.00	14,200.00	-4,800.00	74.74 %
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	0.00	50.00	-450.00	10.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		**698,657.00**	**698,657.00**	**89,515.06**	**193,050.37**	**-505,606.63**	**27.63%**
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	141,750.00	141,750.00	6,905.40	19,987.99	121,762.01	14.10 %
001-511000-500210	Employer Fica Taxes	12,000.00	12,000.00	521.66	1,308.92	10,691.08	10.91 %
001-511000-500220	Retirement	68,000.00	68,000.00	3,768.28	17,460.79	50,539.21	25.68 %
001-511000-500230	Group Insurance	55,000.00	55,000.00	2,622.49	19,032.28	35,967.72	34.60 %
001-511000-500345	Contractual Services	17,540.00	17,540.00	106.25	488.75	17,051.25	2.79 %
001-511000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-511000-500512	Elections	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
001-511000-500525	Uniform Expense	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-511000-500540	Dues & Subscriptions	3,250.00	3,250.00	0.00	2,929.68	320.32	90.14 %
001-511000-500545	Training	12,000.00	12,000.00	798.00	798.00	11,202.00	6.65 %
001-511000-500550	Operating Expenses	21,900.00	21,900.00	21.38	509.13	21,390.87	2.32 %
Department: 511000 - Commission Total:		**353,940.00**	**353,940.00**	**14,743.46**	**62,515.54**	**291,424.46**	**17.66%**
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	27,269.00	27,269.00	0.00	19,769.00	7,500.00	72.50 %
Department: 511100 - Donation-Non Profits Total:		**27,269.00**	**27,269.00**	**0.00**	**19,769.00**	**7,500.00**	**72.50%**
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	70,000.00	70,000.00	3,615.75	9,776.52	60,223.48	13.97 %
001-511200-500210	Employer Fica Taxes	5,355.00	5,355.00	243.82	628.04	4,726.96	11.73 %
001-511200-500220	Retirement	8,885.00	8,885.00	503.86	1,684.42	7,200.58	18.96 %
001-511200-500230	Group Insurance	3,050.00	3,050.00	6.63	391.40	2,658.60	12.83 %
001-511200-500311	Advertisements	6,795.00	6,795.00	0.00	0.00	6,795.00	0.00 %
001-511200-500340	Sewer/wastewater	4,410.00	4,410.00	344.08	652.80	3,757.20	14.80 %
001-511200-500345	Contractual Services	3,750.00	3,750.00	0.00	431.52	3,318.48	11.51 %
001-511200-500430	Electric Service	2,415.00	2,415.00	88.93	326.10	2,088.90	13.50 %
001-511200-500431	Water Service	6,360.00	6,360.00	507.28	957.44	5,402.56	15.05 %
001-511200-500463	Service Maintenance Contracts	3,150.00	3,150.00	0.00	0.00	3,150.00	0.00 %
001-511200-500506	Printing & Binding	2,590.00	2,590.00	0.00	0.00	2,590.00	0.00 %
001-511200-500520	Bldg. Maintenance	4,000.00	4,000.00	292.47	833.27	3,166.73	20.83 %
001-511200-500550	Operating Expenses	4,500.00	4,500.00	0.00	106.31	4,393.69	2.36 %
Department: 511200 - Visitor Center Total:		**125,260.00**	**125,260.00**	**5,602.82**	**15,787.82**	**109,472.18**	**12.60%**
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	748,453.00	748,453.00	55,849.15	130,408.67	618,044.33	17.42 %
001-513000-500121	Temporary Salaries/ Interns	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
001-513000-500140	Overtime Salaries	5,775.00	5,775.00	263.74	790.13	4,984.87	13.68 %
001-513000-500210	Employer Fica Taxes	56,543.00	56,543.00	3,261.95	7,336.38	49,206.62	12.97 %
001-513000-500220	Retirement	165,555.00	165,555.00	15,211.49	53,536.99	112,018.01	32.34 %
001-513000-500230	Group Insurance	204,000.00	204,000.00	3,366.83	25,866.06	178,133.94	12.68 %
001-513000-500315	Professional Services	43,500.00	43,500.00	0.00	3,937.50	39,562.50	9.05 %
001-513000-500320	Audit Expense	50,000.00	50,000.00	1,000.00	2,000.00	48,000.00	4.00 %
001-513000-500344	Hr Expenses	4,250.00	4,250.00	694.00	694.00	3,556.00	16.33 %
001-513000-500345	Contractual Services	94,970.00	94,970.00	2,337.98	13,591.95	81,378.05	14.31 %
001-513000-500463	Service Maintenance Contracts	41,000.00	41,000.00	1,368.38	1,834.59	39,165.41	4.47 %
001-513000-500506	Printing & Binding	3,200.00	3,200.00	0.00	0.00	3,200.00	0.00 %
001-513000-500508	Postage	5,000.00	5,000.00	166.14	2,222.89	2,777.11	44.46 %
001-513000-500510	Office Supplies	13,800.00	13,800.00	124.10	361.86	13,438.14	2.62 %
001-513000-500525	Uniform Expense	1,075.00	1,075.00	0.00	71.32	1,003.68	6.63 %
001-513000-500540	Dues & Subscriptions	10,437.00	10,437.00	0.00	188.73	10,248.27	1.81 %
001-513000-500545	Training	37,050.00	37,050.00	4,097.53	4,816.33	32,233.67	13.00 %
001-513000-500550	Operating Expenses	26,350.00	26,350.00	1,351.53	1,381.85	24,968.15	5.24 %
Department: 513000 - Administration Total:		**1,525,958.00**	**1,525,958.00**	**89,092.82**	**249,039.25**	**1,276,918.75**	**16.32%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	350,560.00	350,560.00	12,088.67	36,218.97	314,341.03	10.33 %
001-514000-500314	Litigation	49,440.00	49,440.00	0.00	0.00	49,440.00	0.00 %
Department: 514000 - Town Attorney Total:		**400,000.00**	**400,000.00**	**12,088.67**	**36,218.97**	**363,781.03**	**9.05%**
Department: 519000 - General							
001-519000-500311	Advertisements	6,200.00	6,200.00	0.00	0.00	6,200.00	0.00 %
001-519000-500315	Professional Services	133,500.00	133,500.00	28,640.35	37,243.63	96,256.37	27.90 %
001-519000-500345	Contractual Services	71,350.00	71,350.00	0.00	29,587.96	41,762.04	41.47 %
001-519000-500349	Community Mobility Services	230,000.00	230,000.00	16,986.70	34,384.38	195,615.62	14.95 %
001-519000-500451	Auto, Property & Liability Ins	345,300.00	345,300.00	202,111.50	203,109.50	142,190.50	58.82 %
001-519000-500452	Workers Compensation Insur	101,024.00	101,024.00	13,204.00	26,408.00	74,616.00	26.14 %
001-519000-500463	Service Maintenance Contracts	23,100.00	23,100.00	6,420.00	6,420.00	16,680.00	27.79 %
001-519000-500497	Contingency	190,000.00	190,000.00	0.00	0.00	190,000.00	0.00 %
001-519000-500511	Computer Expense	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
001-519000-500550	Operating Expenses	96,300.00	96,300.00	0.00	84,108.92	12,191.08	87.34 %
001-519000-500552	Recycling And Solid Waste Exp	66,000.00	66,000.00	4,349.30	17,494.13	48,505.87	26.51 %
Department: 519000 - General Total:		**1,277,774.00**	**1,277,774.00**	**271,711.85**	**438,756.52**	**839,017.48**	**34.34%**
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	110,000.00	110,000.00	5,965.28	15,504.32	94,495.68	14.09 %
001-519100-500210	Employer Fica Taxes	8,415.00	8,415.00	456.66	940.36	7,474.64	11.17 %
001-519100-500220	Retirement	21,872.00	21,872.00	836.93	3,705.46	18,166.54	16.94 %
001-519100-500230	Group Insurance	22,400.00	22,400.00	1,277.40	6,666.94	15,733.06	29.76 %
001-519100-500311	Advertisements	13,000.00	13,000.00	2,844.95	2,844.95	10,155.05	21.88 %
001-519100-500315	Professional Services	166,000.00	166,000.00	8,356.08	26,641.61	139,358.39	16.05 %
001-519100-500345	Contractual Services	6,750.00	6,750.00	1,583.64	1,583.64	5,166.36	23.46 %
001-519100-500347	Programs	13,300.00	13,300.00	0.00	534.21	12,765.79	4.02 %
001-519100-500495	Special Events	203,000.00	203,000.00	13,983.31	32,060.33	170,939.67	15.79 %
001-519100-500506	Printing & Binding	70,000.00	70,000.00	9,343.62	12,070.32	57,929.68	17.24 %
001-519100-500540	Dues & Subscriptions	1,650.00	1,650.00	0.00	0.00	1,650.00	0.00 %
001-519100-500545	Training	4,000.00	4,000.00	0.00	645.00	3,355.00	16.13 %
001-519100-500550	Operating Expenses	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 519100 - Tourism and Community Outreach Total:		**642,387.00**	**642,387.00**	**44,647.87**	**103,197.14**	**539,189.86**	**16.06%**
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	100,000.00	100,000.00	655.62	655.62	99,344.38	0.66 %
001-521000-500345	Contractual Services	7,159,374.00	7,159,374.00	596,614.50	2,369,846.24	4,789,527.76	33.10 %
001-521000-500352	Contract Services	5,800.00	5,800.00	0.00	0.00	5,800.00	0.00 %
001-521000-500640	Capital Outlay - Equipt & Mach	13,100.00	13,100.00	5,950.00	5,950.00	7,150.00	45.42 %
Department: 521000 - Police Department Total:		**7,278,274.00**	**7,278,274.00**	**603,220.12**	**2,376,451.86**	**4,901,822.14**	**32.65%**
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	1,440,000.00	1,440,000.00	0.00	258,636.33	1,181,363.67	17.96 %
Department: 523000 - Emergency Medical Services Total:		**1,440,000.00**	**1,440,000.00**	**0.00**	**258,636.33**	**1,181,363.67**	**17.96%**
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	465,000.00	465,000.00	37,135.51	91,862.84	373,137.16	19.76 %
001-524000-500121	Temporary Salaries/ Interns	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
001-524000-500140	Overtime Salaries	4,500.00	4,500.00	583.32	1,544.60	2,955.40	34.32 %
001-524000-500210	Employer Fica Taxes	35,917.00	35,917.00	2,933.11	5,240.65	30,676.35	14.59 %
001-524000-500220	Retirement	94,321.00	94,321.00	6,485.06	32,032.87	62,288.13	33.96 %
001-524000-500230	Group Insurance	120,000.00	120,000.00	6,243.46	34,242.64	85,757.36	28.54 %
001-524000-500315	Professional Services	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
001-524000-500345	Contractual Services	329,000.00	329,000.00	7,689.90	10,609.90	318,390.10	3.22 %
001-524000-500463	Service Maintenance Contracts	5,200.00	5,200.00	0.00	0.00	5,200.00	0.00 %
001-524000-500506	Printing & Binding	3,000.00	3,000.00	0.00	1,199.53	1,800.47	39.98 %
001-524000-500508	Postage	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-524000-500510	Office Supplies	3,500.00	3,500.00	178.99	243.49	3,256.51	6.96 %
001-524000-500525	Uniform Expense	1,740.00	1,740.00	0.00	0.00	1,740.00	0.00 %
001-524000-500540	Dues & Subscriptions	4,000.00	4,000.00	255.00	730.04	3,269.96	18.25 %
001-524000-500545	Training	12,000.00	12,000.00	1,791.71	1,820.51	10,179.49	15.17 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500550	Operating Expenses	13,000.00	13,000.00	558.93	855.25	12,144.75	6.58 %
Department: 524000 - Development Services Total:		**1,163,178.00**	**1,163,178.00**	**63,854.99**	**180,382.32**	**982,795.68**	**15.51%**
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	1,181,125.00	1,181,125.00	64,345.34	171,364.45	1,009,760.55	14.51 %
001-541100-500140	Overtime Salaries	75,075.00	75,075.00	8,108.85	14,072.40	61,002.60	18.74 %
001-541100-500210	Employer Fica Taxes	96,099.00	96,099.00	5,567.08	10,474.18	85,624.82	10.90 %
001-541100-500220	Retirement	171,307.00	171,307.00	10,225.32	56,974.66	114,332.34	33.26 %
001-541100-500230	Group Insurance	367,000.00	367,000.00	21,627.01	113,035.16	253,964.84	30.80 %
001-541100-500315	Professional Services	65,000.00	65,000.00	237.00	237.00	64,763.00	0.36 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	1,319.37	2,953.90	15,046.10	16.41 %
001-541100-500345	Contractual Services	655,281.00	655,281.00	35,608.53	113,698.29	541,582.71	17.35 %
001-541100-500410	Communications	77,000.00	77,000.00	9,589.26	23,116.71	53,883.29	30.02 %
001-541100-500430	Electric Service	62,000.00	62,000.00	3,998.73	13,983.25	48,016.75	22.55 %
001-541100-500431	Water Service	260,000.00	260,000.00	24,947.33	50,887.43	209,112.57	19.57 %
001-541100-500433	Electic Service-streets	72,500.00	72,500.00	5,780.22	17,158.12	55,341.88	23.67 %
001-541100-500445	Equip Rent/lease	40,000.00	40,000.00	1,209.25	1,998.75	38,001.25	5.00 %
001-541100-500460	Equipment Maintenance	55,000.00	55,000.00	15,348.60	19,933.47	35,066.53	36.24 %
001-541100-500461	Vehicle Maintenance	27,500.00	27,500.00	3,332.64	8,692.66	18,807.34	31.61 %
001-541100-500462	Fuel	45,000.00	45,000.00	2,347.50	4,743.68	40,256.32	10.54 %
001-541100-500463	Service Maintenance Contracts	35,000.00	35,000.00	6,799.87	11,062.19	23,937.81	31.61 %
001-541100-500469	Buoy Maintenance	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	90,000.00	90,000.00	0.00	0.00	90,000.00	0.00 %
001-541100-500508	Postage	350.00	350.00	0.00	0.00	350.00	0.00 %
001-541100-500510	Office Supplies	750.00	750.00	0.00	0.00	750.00	0.00 %
001-541100-500520	Bldg. Maintenance	130,000.00	130,000.00	6,318.44	16,981.26	113,018.74	13.06 %
001-541100-500525	Uniform Expense	17,500.00	17,500.00	4,503.87	8,467.95	9,032.05	48.39 %
001-541100-500529	Street Light Maintenance	65,000.00	65,000.00	2,377.54	12,272.54	52,727.46	18.88 %
001-541100-500530	Street Maint Repair Supply	82,500.00	82,500.00	2,354.92	5,642.64	76,857.36	6.84 %
001-541100-500531	Grounds Maint/landscaping	55,000.00	55,000.00	480.00	7,444.69	47,555.31	13.54 %
001-541100-500532	Signs	17,000.00	17,000.00	24.00	48.00	16,952.00	0.28 %
001-541100-500534	Sidewalk Maint Repair	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
001-541100-500535	Flags	3,250.00	3,250.00	0.00	0.00	3,250.00	0.00 %
001-541100-500536	Sea Oats	10,000.00	10,000.00	0.00	2,500.00	7,500.00	25.00 %
001-541100-500540	Dues & Subscriptions	5,500.00	5,500.00	2,511.18	4,169.18	1,330.82	75.80 %
001-541100-500545	Training	8,000.00	8,000.00	219.00	1,311.00	6,689.00	16.39 %
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	150,000.00	150,000.00	7,291.85	24,022.40	125,977.60	16.01 %
001-541100-500624	Capital Outlay-bldg. Improvemt	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
001-541100-500640	Capital Outlay - Equipt & Mach	45,000.00	45,000.00	2,292.50	2,292.50	42,707.50	5.09 %
001-541100-500644	Capital Outlay-vehicles	53,303.00	53,303.00	0.00	4,813.33	48,489.67	9.03 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		**4,121,540.00**	**4,121,540.00**	**248,765.20**	**724,351.79**	**3,397,188.21**	**17.57%**
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	117,548.00	117,548.00	9,102.34	27,091.82	90,456.18	23.05 %
001-572000-500463	Service Maintenance Contracts	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
001-572000-500510	Office Supplies	1,500.00	1,500.00	293.02	293.02	1,206.98	19.53 %
Department: 572000 - Recreation Total:		**121,548.00**	**121,548.00**	**9,395.36**	**27,384.84**	**94,163.16**	**22.53%**
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
001-581100-500910	Transfer To Cip Fund	3,179,080.00	3,179,080.00	0.00	0.00	3,179,080.00	0.00 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		**-2,879,080.00**	**-2,879,080.00**	**0.00**	**0.00**	**2,879,080.00**	**0.00%**
Fund: 001 - General Fund Surplus (Deficit):		**0.00**	**0.00**	**7,344,749.03**	**7,560,157.97**	**7,560,157.97**	**0.00%**
Fund: 102 - Building Fund							
Department: 000000 - Assigned							
102-000000-380200	Appropriated Fund Balance	90,750.00	90,750.00	0.00	0.00	-90,750.00	0.00 %
Department: 000000 - Assigned Total:		**90,750.00**	**90,750.00**	**0.00**	**0.00**	**-90,750.00**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	1,800,190.00	1,800,190.00	76,609.24	385,289.43	-1,414,900.57	21.40 %
102-302100-322105	Fire Plan Review Fees	50,000.00	50,000.00	18,813.01	22,315.96	-27,684.04	44.63 %
102-302100-322106	Building Recording Fee	0.00	0.00	12.50	62.25	62.25	0.00 %
Department: 302100 - Building Permit and Inpection Total:		**1,850,190.00**	**1,850,190.00**	**95,434.75**	**407,667.64**	**-1,442,522.36**	**22.03%**
Department: 524100 - Building							
102-524100-500120	Regular Salaries	300,433.00	300,433.00	14,035.38	37,037.25	263,395.75	12.33 %
102-524100-500121	Temporary Salaries/ Interns	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
102-524100-500140	Overtime Salaries	10,500.00	10,500.00	0.00	0.00	10,500.00	0.00 %
102-524100-500210	Employer Fica Taxes	24,398.00	24,398.00	1,058.55	3,158.06	21,239.94	12.94 %
102-524100-500220	Retirement	64,579.00	64,579.00	3,439.70	10,251.59	54,327.41	15.87 %
102-524100-500230	Group Insurance	77,000.00	77,000.00	3,561.27	24,314.56	52,685.44	31.58 %
102-524100-500315	Professional Services	175,000.00	175,000.00	9,472.94	12,962.69	162,037.31	7.41 %
102-524100-500345	Contractual Services	64,158.00	64,158.00	3,753.87	7,283.87	56,874.13	11.35 %
102-524100-500402	Building Permit Services	900,000.00	900,000.00	249,881.37	249,881.37	650,118.63	27.76 %
102-524100-500463	Service Maintenance Contracts	3,552.00	3,552.00	343.20	2,487.92	1,064.08	70.04 %
102-524100-500525	Uniform Expense	4,060.00	4,060.00	0.00	0.00	4,060.00	0.00 %
102-524100-500540	Dues & Subscriptions	1,960.00	1,960.00	0.00	0.00	1,960.00	0.00 %
102-524100-500545	Training	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
102-524100-500550	Operating Expenses	4,300.00	4,300.00	0.00	0.00	4,300.00	0.00 %
102-524100-581001	Transfer To GF-OH Costs	300,000.00	300,000.00	0.00	0.00	300,000.00	0.00 %
	Department: 524100 - Building Total:	**1,940,940.00**	**1,940,940.00**	**285,546.28**	**347,377.31**	**1,593,562.69**	**17.90%**
	Fund: 102 - Building Fund Surplus (Deficit):	**0.00**	**0.00**	**-190,111.53**	**60,290.33**	**60,290.33**	**0.00%**
Fund: 103 - Sewer Fund							
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,803,000.00	1,803,000.00	0.00	124,761.04	-1,678,238.96	6.92 %
Department: 304000 - Charges for Services Total:		**1,803,000.00**	**1,803,000.00**	**0.00**	**124,761.04**	**-1,678,238.96**	**6.92%**
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	76,408.00	76,408.00	1,880.95	5,155.14	71,252.86	6.75 %
103-535000-500140	Overtime Salaries	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
103-535000-500210	Employer Fica Taxes	6,304.00	6,304.00	143.89	394.37	5,909.63	6.26 %
103-535000-500220	Retirement	16,393.00	16,393.00	447.01	2,336.52	14,056.48	14.25 %
103-535000-500230	Group Insurance	28,000.00	28,000.00	-713.45	1,480.99	26,519.01	5.29 %
103-535000-500340	Sewer/wastewater	1,200,000.00	1,200,000.00	157,386.79	250,702.61	949,297.39	20.89 %
103-535000-500345	Contractual Services	55,000.00	55,000.00	0.00	1,163.24	53,836.76	2.11 %
103-535000-500430	Electric Service	33,000.00	33,000.00	1,367.97	4,834.13	28,165.87	14.65 %
103-535000-500431	Water Service	800.00	800.00	48.98	80.81	719.19	10.10 %
103-535000-500459	Sewer Line Maintenance	200,000.00	200,000.00	0.00	0.00	200,000.00	0.00 %
103-535000-500465	Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506	Printing & Binding	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
103-535000-500550	Operating Expenses	1,750.00	1,750.00	0.00	0.00	1,750.00	0.00 %
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,345.00	75,345.00	0.00	0.00	75,345.00	0.00 %
	Department: 535000 - Sanitary Sewers Total:	**1,803,000.00**	**1,803,000.00**	**160,562.14**	**266,147.81**	**1,536,852.19**	**14.76%**
	Fund: 103 - Sewer Fund Surplus (Deficit):	**0.00**	**0.00**	**-160,562.14**	**-141,386.77**	**-141,386.77**	**0.00%**
Fund: 115 - Fire Fund							
Department: 000000 - Assigned							
115-000000-380203	Appropriation From Fire Fund	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
	Department: 000000 - Assigned Total:	**150,000.00**	**150,000.00**	**0.00**	**0.00**	**-150,000.00**	**0.00%**
Department: 301050 - Fire Assessment							
115-301050-311200	Property Tax-fire Assessment	2,324,410.00	2,324,410.00	1,387,117.55	1,804,809.04	-519,600.96	77.65 %
	Department: 301050 - Fire Assessment Total:	**2,324,410.00**	**2,324,410.00**	**1,387,117.55**	**1,804,809.04**	**-519,600.96**	**77.65%**
Department: 304000 - Charges for Services							
115-304000-342210	Fire Inspection Fees	73,590.00	73,590.00	2,645.50	59,855.92	-13,734.08	81.34 %
	Department: 304000 - Charges for Services Total:	**73,590.00**	**73,590.00**	**2,645.50**	**59,855.92**	**-13,734.08**	**81.34%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 306000 - Miscellaneous Revenues							
115-306000-369100	Miscellaneous Revenues	0.00	0.00	0.00	25,000.00	25,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		**0.00**	**0.00**	**0.00**	**25,000.00**	**25,000.00**	**0.00%**
Department: 522000 - Fire Department							
115-522000-500315	Professional Services	234,000.00	234,000.00	3,075.50	49,165.55	184,834.45	21.01 %
115-522000-500345	Contractual Services	2,160,000.00	2,160,000.00	0.00	387,954.79	1,772,045.21	17.96 %
115-522000-500520	Bldg. Maintenance	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
115-522000-500624	Capital Outlay-bldg. Improvemt	150,000.00	150,000.00	0.00	0.00	150,000.00	0.00 %
Department: 522000 - Fire Department Total:		**2,548,000.00**	**2,548,000.00**	**3,075.50**	**437,120.34**	**2,110,879.66**	**17.16%**
Fund: 115 - Fire Fund Surplus (Deficit):		**0.00**	**0.00**	**1,386,687.55**	**1,452,544.62**	**1,452,544.62**	**0.00%**
Fund: 300 - Capital Project Fund							
Department: 000000 - Assigned							
300-000000-380200	Appropriated Fund Balance	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000000 - Assigned Total:		**700,000.00**	**700,000.00**	**0.00**	**0.00**	**-700,000.00**	**0.00%**
Department: 303000 - Intergovernmental Revenues							
300-303000-334920	Beach Portal-Funding	50,000.00	50,000.00	0.00	-1,000.00	-51,000.00	2.00 %
Department: 303000 - Intergovernmental Revenues Total:		**50,000.00**	**50,000.00**	**0.00**	**-1,000.00**	**-51,000.00**	**2.00%**
Department: 519000 - General							
300-519000-500120	Regular Salaries	90,990.00	90,990.00	5,432.70	13,434.39	77,555.61	14.76 %
300-519000-500210	Employer Fica Taxes	6,961.00	6,961.00	415.60	1,027.73	5,933.27	14.76 %
300-519000-500220	Retirement	27,339.00	27,339.00	1,439.57	4,067.05	23,271.95	14.88 %
300-519000-500230	Group Insurance	21,252.00	21,252.00	832.48	3,270.79	17,981.21	15.39 %
Department: 519000 - General Total:		**146,542.00**	**146,542.00**	**8,120.35**	**21,799.96**	**124,742.04**	**14.88%**
Department: 545170 - El Prado Park							
300-545170-500630	Cap Outlay Imp Other Than Bldg	1,300,000.00	1,300,000.00	22,092.00	22,092.00	1,277,908.00	1.70 %
Department: 545170 - El Prado Park Total:		**1,300,000.00**	**1,300,000.00**	**22,092.00**	**22,092.00**	**1,277,908.00**	**1.70%**
Department: 559011 - Storm Sewer Lining							
300-559011-500630	Cap Outlay Imp other than bldg	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
Department: 559011 - Storm Sewer Lining Total:		**500,000.00**	**500,000.00**	**0.00**	**0.00**	**500,000.00**	**0.00%**
Department: 572102 - Beach Portal							
300-572102-500629	Capital Outlay - Design/permit	50,000.00	50,000.00	8,270.87	45,910.87	4,089.13	91.82 %
300-572102-500630	Cap Outlay Imp Other Than Bldg	700,871.00	700,871.00	0.00	0.00	700,871.00	0.00 %
Department: 572102 - Beach Portal Total:		**750,871.00**	**750,871.00**	**8,270.87**	**45,910.87**	**704,960.13**	**6.11%**
Department: 572109 - FDOT Manhole Covers-Pine -Flamingo							
300-572109-500630	Cap Outlay Imp other than bldg	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
Department: 572109 - FDOT Manhole Covers-Pine -Flamingo Total:		**100,000.00**	**100,000.00**	**0.00**	**0.00**	**100,000.00**	**0.00%**
Department: 572200 - Beach Renourishment							
300-572200-500630	Cap Outlay Imp Other Than Bldg	116,667.00	116,667.00	0.00	116,666.66	0.34	100.00 %
Department: 572200 - Beach Renourishment Total:		**116,667.00**	**116,667.00**	**0.00**	**116,666.66**	**0.34**	**100.00%**
Department: 572202 - West Plaza Refurbishment							
300-572202-500630	Cap Outlay Imp other than bldg	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00 %
Department: 572202 - West Plaza Refurbishment Total:		**500,000.00**	**500,000.00**	**0.00**	**0.00**	**500,000.00**	**0.00%**
Department: 576136 - Street Proj.Bougain.Poinciana							
300-576136-500629	Capital Outlay - Design/permit	115,000.00	115,000.00	0.00	0.00	115,000.00	0.00 %
Department: 576136 - Street Proj.Bougain.Poinciana Total:		**115,000.00**	**115,000.00**	**0.00**	**0.00**	**115,000.00**	**0.00%**
Department: 576138 - Roadway Paving & Refurbishment							
300-576138-500630	Cap Outlay Imp Other Than Bldg	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
Department: 576138 - Roadway Paving & Refurbishment Total:		**400,000.00**	**400,000.00**	**0.00**	**0.00**	**400,000.00**	**0.00%**
Department: 581100 - Interfund Transfers							
300-581100-381105	Transfer From General Fund	3,179,080.00	3,179,080.00	0.00	0.00	-3,179,080.00	0.00 %
Department: 581100 - Interfund Transfers Total:		**3,179,080.00**	**3,179,080.00**	**0.00**	**0.00**	**-3,179,080.00**	**0.00%**
Fund: 300 - Capital Project Fund Surplus (Deficit):		**0.00**	**0.00**	**-38,483.22**	**-207,469.49**	**-207,469.49**	**0.00%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - Parking Fund							
Department: 302000 - Licenses & Permits							
310-302000-313101	Pilop Fee	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Department: 302000 - Licenses & Permits Total:		**50,000.00**	**50,000.00**	**0.00**	**0.00**	**-50,000.00**	**0.00%**
Department: 304000 - Charges for Services							
310-304000-344500	Parking Permits	160,000.00	160,000.00	9,102.55	58,048.32	-101,951.68	36.28 %
310-304000-344520	Parking Agreements	94,024.00	94,024.00	94,024.00	94,024.00	0.00	100.00 %
310-304000-344551	South Ocean	250,000.00	250,000.00	22,672.91	46,209.80	-203,790.20	18.48 %
310-304000-344552	Ocean Front Meters	450,000.00	450,000.00	46,173.71	109,372.56	-340,627.44	24.31 %
310-304000-344553	Commmercial Blvd. Meters	100,000.00	100,000.00	14,021.23	36,836.43	-63,163.57	36.84 %
310-304000-344554	Parking Meters - Beach	200,000.00	200,000.00	17,856.52	38,673.41	-161,326.59	19.34 %
310-304000-344555	Palm Portal- Fdg	130,000.00	130,000.00	9,640.54	23,322.58	-106,677.42	17.94 %
310-304000-344556	El Prado Parking Lot	654,000.00	654,000.00	44,673.93	99,531.24	-554,468.76	15.22 %
310-304000-344558	Town Hall Parking Lot	30,000.00	30,000.00	1,810.45	3,659.14	-26,340.86	12.20 %
310-304000-344559	El Mar Parking Lot	295,500.00	295,500.00	25,172.40	61,918.12	-233,581.88	20.95 %
310-304000-344560	A1A Parking Lot	700,000.00	700,000.00	52,884.50	114,841.91	-585,158.09	16.41 %
310-304000-344563	Bougainvilla/ Poinciana	210,000.00	210,000.00	28,090.64	57,879.79	-152,120.21	27.56 %
Department: 304000 - Charges for Services Total:		**3,273,524.00**	**3,273,524.00**	**366,123.38**	**744,317.30**	**-2,529,206.70**	**22.74%**
Department: 305000 - Fines & Forfeitures							
310-305000-354100	Parking Fines	140,000.00	140,000.00	27,868.48	82,216.83	-57,783.17	58.73 %
Department: 305000 - Fines & Forfeitures Total:		**140,000.00**	**140,000.00**	**27,868.48**	**82,216.83**	**-57,783.17**	**58.73%**
Department: 306000 - Miscellaneous Revenues							
310-306000-361100	Interest Earnings	0.00	0.00	4,586.07	4,586.07	4,586.07	0.00 %
310-306000-362001	Bougainvilla Rent	150,000.00	150,000.00	14,410.34	40,208.53	-109,791.47	26.81 %
Department: 306000 - Miscellaneous Revenues Total:		**150,000.00**	**150,000.00**	**18,996.41**	**44,794.60**	**-105,205.40**	**29.86%**
Department: 545000 - Parking Operations							
310-545000-500120	Regular Salaries	286,028.00	286,028.00	11,259.01	32,259.59	253,768.41	11.28 %
310-545000-500140	Overtime Salaries	5,000.00	5,000.00	675.07	1,028.04	3,971.96	20.56 %
310-545000-500210	Employer Fica Taxes	22,264.00	22,264.00	689.23	1,612.49	20,651.51	7.24 %
310-545000-500220	Retirement	56,485.00	56,485.00	2,207.57	10,073.12	46,411.88	17.83 %
310-545000-500230	Group Insurance	85,000.00	85,000.00	2,577.26	15,560.21	69,439.79	18.31 %
310-545000-500345	Contractual Services	542,500.00	542,500.00	54,555.26	116,483.07	426,016.93	21.47 %
310-545000-500353	Parking Alternatives	85,000.00	85,000.00	1,931.95	4,943.72	80,056.28	5.82 %
310-545000-500410	Communications	3,000.00	3,000.00	115.35	346.05	2,653.95	11.54 %
310-545000-500430	Electric Service	10,750.00	10,750.00	768.85	2,264.62	8,485.38	21.07 %
310-545000-500431	Water Service	28,000.00	28,000.00	1,883.50	3,428.37	24,571.63	12.24 %
310-545000-500445	Equip Rent/lease	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500461	Vehicle Maintenance	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00 %
310-545000-500462	Fuel	15,000.00	15,000.00	561.09	1,148.01	13,851.99	7.65 %
310-545000-500463	Service Maintenance Contracts	64,000.00	64,000.00	25,137.00	30,429.00	33,571.00	47.55 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	7,500.00	7,500.00	243.00	243.00	7,257.00	3.24 %
310-545000-500508	Postage	1,000.00	1,000.00	0.00	40.31	959.69	4.03 %
310-545000-500510	Office Supplies	750.00	750.00	0.00	0.00	750.00	0.00 %
310-545000-500525	Uniform Expense	4,750.00	4,750.00	0.00	0.00	4,750.00	0.00 %
310-545000-500532	Signs	13,000.00	13,000.00	0.00	712.12	12,287.88	5.48 %
310-545000-500533	Parking Meter Parts-supplies	22,000.00	22,000.00	271.80	271.80	21,728.20	1.24 %
310-545000-500545	Training	2,351.00	2,351.00	0.00	0.00	2,351.00	0.00 %
310-545000-500550	Operating Expenses	39,000.00	39,000.00	1,384.32	7,065.91	31,934.09	18.12 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	33,000.00	33,000.00	0.00	0.00	33,000.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	79,500.00	79,500.00	0.00	0.00	79,500.00	0.00 %
310-545000-500644	Capital Outlay-vehicles	26,646.00	26,646.00	0.00	1,106.62	25,539.38	4.15 %
310-545000-500646	Capital Outlay-Reserves	2,155,000.00	2,155,000.00	0.00	0.00	2,155,000.00	0.00 %
Department: 545000 - Parking Operations Total:		**3,613,524.00**	**3,613,524.00**	**104,260.26**	**229,016.05**	**3,384,507.95**	**6.34%**
Fund: 310 - Parking Fund Surplus (Deficit):		**0.00**	**0.00**	**308,728.01**	**642,312.68**	**642,312.68**	**0.00%**
Report Surplus (Deficit):		**0.00**	**0.00**	**8,651,007.70**	**9,366,449.34**	**9,366,449.34**	**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	2,607,943.00	2,607,943.00	0.00	0.00	-2,607,943.00	0.00%
301000 - Ad Valorem Property Taxes	14,205,956.00	14,205,956.00	8,340,756.98	11,090,742.74	-3,115,213.26	78.07%
301100 - Utility Taxes	1,221,868.00	1,221,868.00	105,815.78	232,358.88	-989,509.12	19.02%
301600 - Franchise Taxes	943,000.00	943,000.00	80,823.33	179,752.04	-763,247.96	19.06%
302000 - Licenses & Permits	203,400.00	203,400.00	7,449.66	168,602.28	-34,797.72	82.89%
303000 - Intergovernmental Revenues	1,383,384.00	1,383,384.00	81,918.52	183,185.42	-1,200,198.58	13.24%
304000 - Charges for Services	11,000.00	11,000.00	130.00	650.00	-10,350.00	5.91%
305000 - Fines & Forfeitures	81,000.00	81,000.00	1,462.86	4,307.62	-76,692.38	5.32%
306000 - Miscellaneous Revenues	698,657.00	698,657.00	89,515.06	193,050.37	-505,606.63	27.63%
511000 - Commission	353,940.00	353,940.00	14,743.46	62,515.54	291,424.46	17.66%
511100 - Donation-Non Profits	27,269.00	27,269.00	0.00	19,769.00	7,500.00	72.50%
511200 - Visitor Center	125,260.00	125,260.00	5,602.82	15,787.82	109,472.18	12.60%
513000 - Administration	1,525,958.00	1,525,958.00	89,092.82	249,039.25	1,276,918.75	16.32%
514000 - Town Attorney	400,000.00	400,000.00	12,088.67	36,218.97	363,781.03	9.05%
519000 - General	1,277,774.00	1,277,774.00	271,711.85	438,756.52	839,017.48	34.34%
519100 - Tourism and Community Outreach	642,387.00	642,387.00	44,647.87	103,197.14	539,189.86	16.06%
521000 - Police Department	7,278,274.00	7,278,274.00	603,220.12	2,376,451.86	4,901,822.14	32.65%
523000 - Emergency Medical Services	1,440,000.00	1,440,000.00	0.00	258,636.33	1,181,363.67	17.96%
524000 - Development Services	1,163,178.00	1,163,178.00	63,854.99	180,382.32	982,795.68	15.51%
541100 - Mun Srvsc - Public Works Div	4,121,540.00	4,121,540.00	248,765.20	724,351.79	3,397,188.21	17.57%
572000 - Recreation	121,548.00	121,548.00	9,395.36	27,384.84	94,163.16	22.53%
581100 - Interfund Transfers	-2,879,080.00	-2,879,080.00	0.00	0.00	2,879,080.00	0.00%
Fund: 001 - General Fund Surplus (Deficit):	**0.00**	**0.00**	**7,344,749.03**	**7,560,157.97**	**7,560,157.97**	**0.00%**
Fund: 102 - Building Fund						
000000 - Assigned	90,750.00	90,750.00	0.00	0.00	-90,750.00	0.00%
302100 - Building Permit and Inpection	1,850,190.00	1,850,190.00	95,434.75	407,667.64	-1,442,522.36	22.03%
524100 - Building	1,940,940.00	1,940,940.00	285,546.28	347,377.31	1,593,562.69	17.90%
Fund: 102 - Building Fund Surplus (Deficit):	**0.00**	**0.00**	**-190,111.53**	**60,290.33**	**60,290.33**	**0.00%**
Fund: 103 - Sewer Fund						
304000 - Charges for Services	1,803,000.00	1,803,000.00	0.00	124,761.04	-1,678,238.96	6.92%
535000 - Sanitary Sewers	1,803,000.00	1,803,000.00	160,562.14	266,147.81	1,536,852.19	14.76%
Fund: 103 - Sewer Fund Surplus (Deficit):	**0.00**	**0.00**	**-160,562.14**	**-141,386.77**	**-141,386.77**	**0.00%**
Fund: 115 - Fire Fund						
000000 - Assigned	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00%
301050 - Fire Assessment	2,324,410.00	2,324,410.00	1,387,117.55	1,804,809.04	-519,600.96	77.65%
304000 - Charges for Services	73,590.00	73,590.00	2,645.50	59,855.92	-13,734.08	81.34%
306000 - Miscellaneous Revenues	0.00	0.00	0.00	25,000.00	25,000.00	0.00%
522000 - Fire Department	2,548,000.00	2,548,000.00	3,075.50	437,120.34	2,110,879.66	17.16%
Fund: 115 - Fire Fund Surplus (Deficit):	**0.00**	**0.00**	**1,386,687.55**	**1,452,544.62**	**1,452,544.62**	**0.00%**
Fund: 300 - Capital Project Fund						
000000 - Assigned	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00%
303000 - Intergovernmental Revenues	50,000.00	50,000.00	0.00	-1,000.00	-51,000.00	2.00%
519000 - General	146,542.00	146,542.00	8,120.35	21,799.96	124,742.04	14.88%
545170 - El Prado Park	1,300,000.00	1,300,000.00	22,092.00	22,092.00	1,277,908.00	1.70%
559011 - Storm Sewer Lining	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00%
572102 - Beach Portal	750,871.00	750,871.00	8,270.87	45,910.87	704,960.13	6.11%
572109 - FDOT Manhole Covers-Pine -Flamingo	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00%
572200 - Beach Renourishment	116,667.00	116,667.00	0.00	116,666.66	0.34	100.00%
572202 - West Plaza Refurbishment	500,000.00	500,000.00	0.00	0.00	500,000.00	0.00%
576136 - Street Proj.Bougain.Poinciana	115,000.00	115,000.00	0.00	0.00	115,000.00	0.00%
576138 - Roadway Paving & Refurbishment	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00%
581100 - Interfund Transfers	3,179,080.00	3,179,080.00	0.00	0.00	-3,179,080.00	0.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	**0.00**	**0.00**	**-38,483.22**	**-207,469.49**	**-207,469.49**	**0.00%**

Departmen…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - Parking Fund						
302000 - Licenses & Permits	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00%
304000 - Charges for Services	3,273,524.00	3,273,524.00	366,123.38	744,317.30	-2,529,206.70	22.74%
305000 - Fines & Forfeitures	140,000.00	140,000.00	27,868.48	82,216.83	-57,783.17	58.73%
306000 - Miscellaneous Revenues	150,000.00	150,000.00	18,996.41	44,794.60	-105,205.40	29.86%
545000 - Parking Operations	3,613,524.00	3,613,524.00	104,260.26	229,016.05	3,384,507.95	6.34%
Fund: 310 - Parking Fund Surplus (Deficit):	**0.00**	**0.00**	**308,728.01**	**642,312.68**	**642,312.68**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**8,651,007.70**	**9,366,449.34**	**9,366,449.34**	**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	7,344,749.03	7,560,157.97	7,560,157.97
102 - Building Fund	0.00	0.00	-190,111.53	60,290.33	60,290.33
103 - Sewer Fund	0.00	0.00	-160,562.14	-141,386.77	-141,386.77
115 - Fire Fund	0.00	0.00	1,386,687.55	1,452,544.62	1,452,544.62
300 - Capital Project Fund	0.00	0.00	-38,483.22	-207,469.49	-207,469.49
310 - Parking Fund	0.00	0.00	308,728.01	642,312.68	642,312.68
Report Surplus (Deficit):	**0.00**	**0.00**	**8,651,007.70**	**9,366,449.34**	**9,366,449.34**

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of December 30,2025

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 12/31/2025	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
			001 General Fund:						
Truist	101.000	8015	Master Account	Analyzed Interest Checking	Truist	13,405,876.72	2.75%	23,310.49	40,053.49
Truist	101.009	6876	Emergency Reserve	Public Special Money Rate Checking	Truist	2,647,753.69	2.75%	6,357.68	12,722.88
			GENERAL FUND	BANK SUBTOTAL		16,053,630.41		29,668.17	52,776.37
SBA	101.300	1471-A	General Fund Invest Acct A 471	SBA Invest Pool	SBA	205,817.77	3.99%	694.34	2,132.81
SBA	101.400	1472-A	Emergency Reserves Acct A 472	SBA Invest Pool	SBA	99,855.17	3.99%	336.89	1,084.79
SBA	101.301	1473-A	Florida Prime Investment	SBA Investment	SBA	3,090,655.49	3.99%	10,426.44	32,027.30
SouthState Inv.	101.110	9371	Investment	Investment	SSTI	2,539,551.85			
			GENERAL FUND	SBA / INV. SUBTOTAL		5,935,880.28		0.00	35,244.90
			GENERAL FUND	GRAND TOTAL		21,989,510.69		29,668.17	88,021.27
			101 Police Forfeiture & Training						
Truist	101.100	9613	Police Forfeiture Fund	Analyzed Interest Checking	Truist	589.59	2.75%	Included Above	Included Above
			POLICE FUND	TOTAL		589.59		**0.00**	0.00
			103 Sewer Enterprise Fund						
Truist	101.105	9999	Sewer Enterprise Fund	Analyzed Interest Checking	Truist	948,872.65	2.75%	2,233.93	6,826.57
			SEWER FUND	TOTAL		948,872.65		2,233.93	6,826.57
			115 Fire Fund:						
Truist	101.109	5379	Fire Fund Account	Analyzed Interest Checking	Truist	1,851,127.06	2.75%	5,857.42	10,462.28
Truist	101.110	6701	Public Safety Facility Account	Analyzed Interest Checking	Truist	1,302,303.38	2.75%	3,502.62	5,785.70
			FIRE FUND	GRAND TOTAL		1,851,127.06		9,360.04	10,462.28
			300 Capital Improvement Fund:						
Truist	101.115	0010	Capital Improvement Fund	Analyzed Interest Checking	Truist	2,789,834.49	2.75%	6,409.03	19,339.46
			CAPITAL IMPROVEMENT FUND	TOTAL		2,789,834.49		6,409.03	19,339.46
			310 Parking Improvement Fund						
Truist	101.125	0120	Parking Improvement Account	Analyzed Interest Checking	Truist	4,391,646.85	2.75%	9,881.95	39,094.17
SBA	101.301	1474	Florida Prime Investment	SBA Investment	SBA	1,504,586.07	3.99%	4,586.07	4,586.07
SouthState Inv.		7202	Investment	Investment	SSTI	1,500,000.00			
Truist	101.128	8554	PILOP Account	Analyzed Interest Checking	Truist	200.00	2.75%	Included Above	Included Above
			PARKING FUND	TOTAL		7,396,432.92		14,468.02	43,680.24
			102 Building Fund						
Truist	101.104	8686	Building Account	Analyzed Interest Checking	Truist	1,208,853.99	2.75%	2,747.50	7,976.85
			BUILDING FUND	TOTAL		1,208,853.99		2,747.50	7,976.85
			ALL FUNDS	GRAND TOTAL		36,185,221.39		64,886.69	176,306.67

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of December 30,2025

Summary by Investment Type	Amount	Percent
Interest Bearing Checking	27,244,755.04	75%
Non-interest Bearing Checking	0.00	0%
SBA Trust Fund/Pools	305,672.94	1%
SBA Florida Prime Investment	4,595,241.56	13%
Investment	4,039,551.85	11%
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	36,185,221.39	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	21,989,510.69	61%
	Police Fund	589.59	0%
	Sewer Fund	948,872.65	3%
	Fire Fund	1,851,127.06	5%
	Building Fund	1,208,853.99	3%
	Capital Improvement Fund	2,789,834.49	8%
	Parking Fund	7,396,432.92	20%
	GRAND TOTAL	36,185,221.39	100%

Summary by Bank/Pool/Inv	Amount	Percent
Truist	27,244,755.04	75%
Investment	4,039,551.85	11%
Florida Prime/Investment	4,595,241.56	13%
Florida Prime/State Board of Admin.	305,672.94	1%
GRAND TOTAL	36,185,221.39	100%

Town Commission Agenda Item Report

Meeting Date: February 24, 2026
Submitted By: Katie Anderson, Events & Marketing Manager
Submitting Department: Administration
Item Type: Action Item
Agenda Section:CONSENT AGENDA

Subject Title: Special Event Application: Easter Sunrise Service 04.05.26

Explanation: Deborah DiRoberto with the Community Church of Lauderdale-By-The-Sea (the "Applicant") has submitted a Special Event Application **(Exhibit 1)** for their annual Easter Sunrise Service (the "Event"). This year's event is scheduled to take place on Sunday, April 5, 2026. This is a long-standing community event, having taken place for over sixty years.

EASTER SUNRISE SERVICE SUNDAY, APRIL 5, 2026	
Start of Setup:	4:30 AM
Event Start:	6:45 AM
Event Ends:	7:45 AM
Cleanup Concluds:	8:30 AM

The event is proposed to take place in the Connie Hoffmann and Ocean Plazas. Setup includes approximately five hundred (500) chairs throughout the Plaza for attendees, with additional seating for the Pastor and choir under the Pavilion.

A speaker system is to be used during the service.

Town Staff has connected with Aruba Beach Cafe to advise them of the Applicant's request to use the Plaza from 4:30 a.m. - 8:30 a.m. Aruba has agreed to remove their tables and chairs from the Plaza during this time frame.

The Application includes the following requests:

1. Use of the Town's electric to power the sound system for the Event. The Applicant has requested a waiver of the $50 electrical fee.
2. As an in-Town tax exempt organization, a waiver of the applicable event fees that would

be charged per Resolution 2024-29 **(Exhibit 2)** - Plaza Use Fee at $215 per plaza (Connie Hoffmann & Ocean Pavilion) and Electric Fee ($50) for a total of $480.00.

3. Road closure of the horseshoe lane in front of the Pavilions from 5:00 a.m. until 8:30 a.m. As per Resolution 2024-29, for groups over 200, any road closure fees are set by the Commission based on purpose, number of attendees, and impact. Historically, the Commission has not charged the Applicant any road closure fees. The Applicant request these be waived again for this year's event.
4. Permission to place up to three (3) directional signs on the beach just East of the event site, and at Ocean Drive and Commercial Boulevard directing attendees to the Event. Final location of the signs is subject to approval of Town Staff and/or Broward Sheriff Office.
5. El Mar restrooms to be open by 6:00 a.m.

Should the road closure be approved, Town will provide the water barriers to close the horseshoe on the day of the Event. Broward Sheriff's Office will move the barricades into place the morning of the Event and coordinate directly with Pompano Fire to have these filled.

The Applicant has paid the $125 application fee.

Recommendation: Staff recommends:

1. Approval of the Special Event Application with the conditions outlined in the Event Permit **(Exhibit 3)**.
2. Waiver of the applicable event fees in the amount of $480.00.

Exhibits:

1. Sp. Event Application Easter Sunrise 04.05.26
2. Resolution 2024-29
3. LBTS Permit_EasterSunriseService_04.05.26

EXHIBIT 1

SPECIAL EVENT APPLICATION

We are thrilled you are interested in hosting your event with the Town of Lauderdale-By-The-Sea!

PRIVATE EVENT	SPECIAL EVENT
Application due at least **30 days** prior to event date	Application due at least **60 days** prior to event date
Event anticipates 25 guests or more	Any event being advertised to the general public.
NOT being advertised to the general public	

Late application fees will apply if submitted within the designated submission window.

Special Event Applications must go before the Commission for final approval. You will be notified when your application has been approved by staff and has been assigned to a commission meeting agenda. While not mandatory, attendance at your designated meeting is recommended.

This application can be found on our website at www.lbts-fl.gov/town/docs.htm. We ask that you please complete the application and return to events@lbts-fl.gov.

An application is considered complete when:

- All applicable sections of the application are completed.
- Detailed site map is included.
- Application fee of $125* has been paid (*or late fee if applicable).

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

Please keep in mind – Turtle Nesting Season runs March 1st through October 31st. If any activities are to take place on the sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked turtle nests, or any areas that appear to be a new nest. All activity is to stay away from active nests. No holes are to be dug in the sand west of the high tide line.

For any questions, please reach out to the Events & Marketing Manager.

We look forward to assisting you!

Katie Anderson
Events & Marketing Manager
katiea@lbts-fl.gov • 954-640-4209

SPECIAL EVENT APPLICATION

EVENT DETAILS

Name of Event: Sunrise Service

New Event: _____ **Returning Event:** X yearly

Day(s) + Date(s) of Event: Sunday, April 5, 2026

Proposed Location of Event: Anglin Square

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

Participants: _____ Spectators: 500 Volunteers: 20

ACTIVITY	DAY	TIME
Start of Setup:	April 5th	4:30 AM
Start Time of Event:	April 5th	6:45 AM
EVENT	April 5th	6:45 AM
End Time of Event:	April 5th	7:45 AM
Cleanup Completed By:	April 5th	8:30 AM

HOST OR SPONSORING ORGANIZATION

Name: The Community Church of Lauderdale-by-the-Sea

Address: 4433 Bougainvilla Dr. L.B.T.S. FL 33308

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

Easter Sunrise Service April 5, 2026

PERSON SUBMITTING APPLICATION ("Responsible Party")

Name: Deborah DiRoberto (Representing Community Church)

Address: 4433 Bougainvilla Drive L.B.T.S. FL 33308 (Church)

Phone: (954) 776-5530 **Email:** Welcomecommunity@comcast.net

Cell 561-350-0123

ON-SITE EVENT REPRESENTATIVE

X **Same as above**

Name: _____

Address: _____

Phone: _____ **Email:** _____

REQUEST FOR TOWN INVOLVEMENT

Are you requesting Town be involved with this event in any way? X **YES** ____ **NO**

If yes, please describe: Road Closures, Water barriers, electricity

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?

X Proposed amplified sound / speaker system

X Proposed live music

____ Planned recorded music

____ Do you require electrical connections for any of the above?

If yes, which? Electricity at Anglin Square

TENTS, CANOPIES, STAGES, BLEACHERS

Tents are generally defined as temporary structures having two or more sidewalls or drops.
A canopy is a tent without sides.
All tents or canopies larger than 120 sq. feet, multiple canopies without separation, and stages require a building permit. The use of tents or larger canopies requires approval of the Fire Marshal and are required to have building permits obtained via the LBTS building department prior to the event.
Manufacturer's labels are required to be attached to tents and canopies.
Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with the application.

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

Indicate if any of the following will be assembled at the event and include locations on your site map. Please list sizes and numbers of each:

Tents: _____

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 for a fee.

All electrical requests shall meet the requirements of the Florida Building Code with final approval from the Town's Building Official at least 30 days prior to the event.

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

Speakers ___X___ YES _____ NO

If the event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as 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 X NO

If yes, please describe: _____

_____

_____

RESTROOMS

Permit holder is required to obtain written approval from Town establishment if said establishment is allowing participants to use their restroom facilities.

Number of additional Town restrooms being provided: _____
(Please include on site plan)

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?

X YES _____ NO

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

Elmar Drive 6am - 8am

_____

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

_____ YES X 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 ___X___ 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 ___X___ NO

Do you anticipate needing code compliance officers for your event?

_____ YES ___X___ 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 ___X___ 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?

__X__ **YES** _____ **NO**

If yes, please describe: An Offering is taken

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 _____ NO

Is the food provided by a nonprofit organization? _____ YES _____ NO

Is the food: _____ Free of charge? _____ For sale?

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

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

_____

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

- ☐ Charcoal Grills
- ☐ Propane Grills
- ☐ Concession Trailers
- ☐ Sterno
- ☐ Fryers
- ☐ Smokers
- ☐ Warmers
- ☐ Refrigerators
- ☐ Open Fires
- ☐ Hoods
- ☐ LP Tanks
- ☐ 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 X 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 X 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 X 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: _____

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.

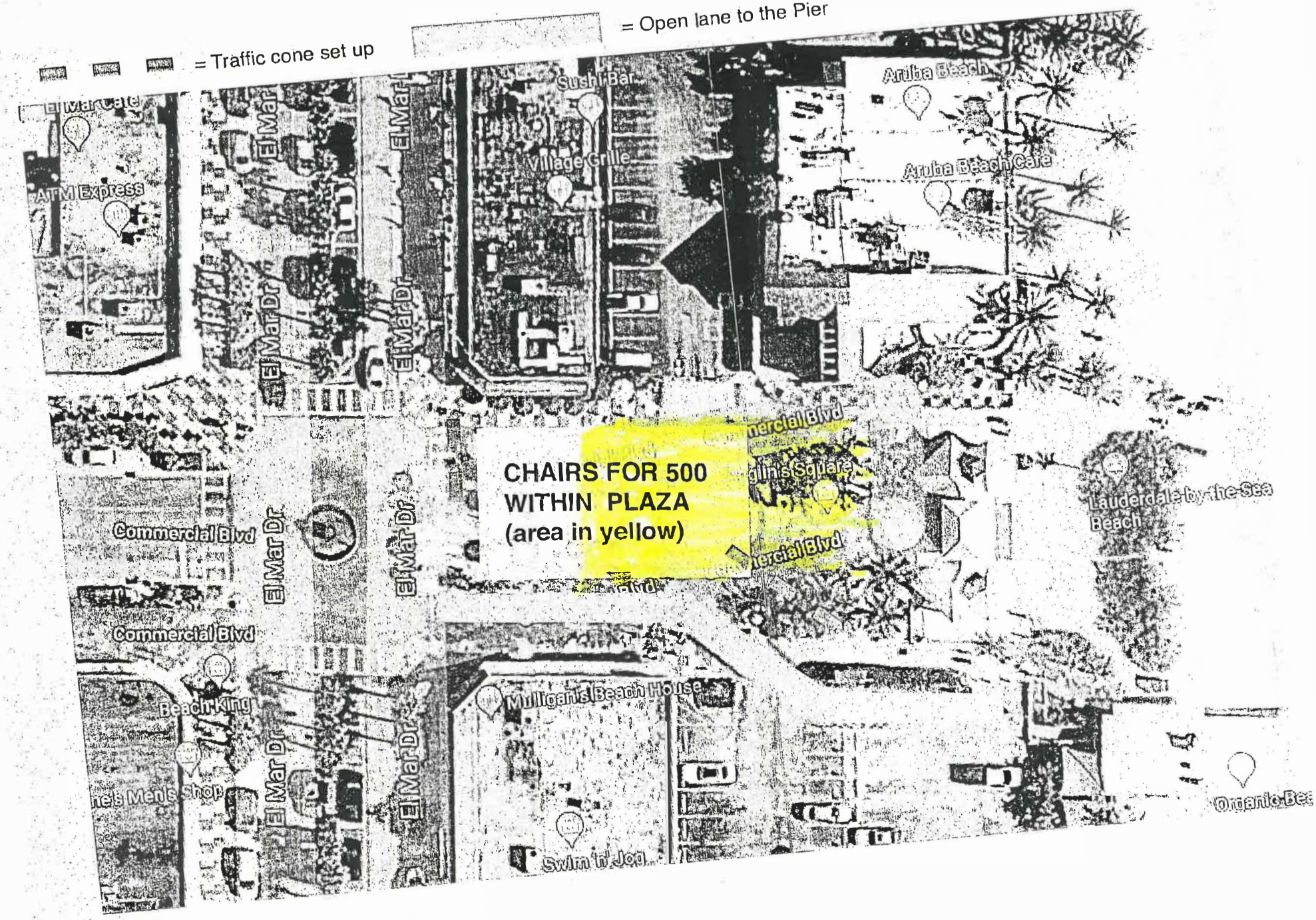
DETAILED SITE PLAN

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.

COMMUNITY SUNRISE WORSHIP SERVICE

= Traffic cone set up

= Open lane to the Pier



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 statues.

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

Applicant	***Property Owner***
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.	I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.
Applicant's Signature (required): _____ **Date:** _____	**Property Owner's Signature** (required): _____ **Date:** _____
Applicant (Print information below) Name: Deborah DiRoberto Title: Church Administrator Organization: Community Church LBTS Telephone: (954) 776-5530 Email: Welcomecommunity@comcast.net	**Property Owner** (Print information below) Name: _____ Title: _____ Organization: _____ Telephone: _____ Email: _____
STATE OF FLORIDA: **COUNTY OF BROWARD:**	**STATE OF FLORIDA:** **COUNTY OF BROWARD:**
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by Deborah DiRoberto who is personally known to me / provided Driver's License as identification and who did / did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me / provided _____ as identification and who did / did not take an oath.
My Commission Expires: _____ **Notary Public, State of Florida**	**My Commission Expires:** _____ **Notary Public, State of Florida**

DEBORAH SADRIWALLA
Notary Public - State of Florida
Commission # HH 449230
My Comm. Expires Nov 15, 2027
Bonded through National Notary Assn.

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 statues.

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

1/18/2026
Date

Deborah DiRoberto
Applicant's Printed Name

Cell 561-350-0123
Telephone

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2024

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	CONTACT NAME: Ray Wiggins
Florida Insure LLC 390 North Orange Ave Suite 2300 Orlando FL 32839	PHONE (A/C, No. Ext): (321) 689-1154 FAX (A/C, No): E-MAIL ADDRESS: Ray@flains.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A: General Star Indemnity Company
INSURED THE COMMUNITY PRESBYTERIAN CHURCH 4433 BOUGAINVILLA DR LAUDERDALE BY THE SEA FL 33308	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
				IJA401821	6/1/2025	6/1/2026	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					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)

Additional Insured Follows Certificate Holder, Town of Lauderdale-By-The-Sea is additionally insured Liability to extend to "Pavilion, Ocean and Dunes Plaza and to the waterline east of the Pavilion"

CERTIFICATE HOLDER

Additional Insured:
Town of Lauderdale by the Sea

4501 North Ocean Drive
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

Ray Wiggins

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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

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

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

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

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

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

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

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

WHEREAS, the Town Commission finds it to be in the best interest of the Town and its citizens to adopt an updated Fee Schedule for Special Events and Other Use of Public Properties that amends the fees related to Special Events, Park Uses, and Street Performers, and adopts the fees as set forth in this Resolution.

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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]:

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

The following is applicable to all special events and other use of public properties ~~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~~125
1.3	Single day event, 25 people + with or without reserved area.	~~$100~~125
1.4	Multi-day event	~~$100~~125 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.

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~~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	~~$100~~125
	3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	~~$250~~275 Plus costs, not to exceed $1,500.
	4. A recurring event within a 6 month period	~~$500~~525
	5. A recurring event within a 12 month period (for example, once a week or once a month).	$800
	6. An event that has been advertised prior to Commission approval.	$250 in additional to the application fee
	7. Semi-public business events that use private or public property with less than 50 people at any one time.	~~$50~~75 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:	

Docusign Envelope ID: 5D07E4DF-AFCB-4FAA-B5D9-7D8E38629C1D

~~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. 2. Located along Commercial Boulevard from Seagrape to West Tradewinds The ~~$25~~50 electrical use fee will be waived for usage of one 20-amp outlet at event Application filed within 30 days of an event will not be accepted.	
	1. Submitted at least 60 days in advance of the proposed event date	~~$20~~25
	2. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	~~$50~~60 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	N/A
	2. Less than 100 people	~~$100~~125 per day	N/A
	3. 101 - 200 people	~~$200~~225 per day	~~$250~~275
	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

Docusign Envelope ID: 5D07E4DF-AFCB-4FAA-B5D9-7D8E38629C1D

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

Docusign Envelope ID: 5D07E4DF-AFCB-4FAA-B5D9-7D8E38629C1D

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.

Docusign Envelope ID: 5D07E4DF-AFCB-4FAA-B5D9-7D8E38629C1D

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

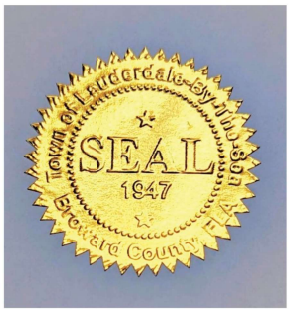
Attest: APPROVED AS TO FORM:

Docusign Envelope ID: 5D07E4DF-AFCB-4FAA-B5D9-7D8E38629C1D

Town Clerk, Katrina Adler

Susan L. Trevarthen, Town Attorney

(CORPORATE SEAL)



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

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	The Community Church	**REPRESENTATIVE:**	Deborah DiRoberto
STREET ADDRESS:	4433 Bougainvilla Drive	**CITY, STATE, ZIP:**	LBTS, FL 33308
PHONE NUMBER (S):	(561) 350-0123	**EMAIL:**	welcomecommunity@comcast.net

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Service	**DATE(S) OF EVENT:**	Sunday, April 5, 2026
HOUR(S) OF EVENT:	4:30 AM – 8:30 AM	**ADDRESS / LOCATION OF EVENT:**	1 Commercial Boulevard, LBTS, FL 33308

DESCRIPTION OF EVENT (Temporary Structures, Signage, Banners, Balloon, Etc. – Location, Colors, Size and Number)

Easter Sunrise Service on Easter Sunday. Approximately 500 participants are expected.

SUNDAY, APRIL 20, 2025	
Start of Set Up:	4:30 AM
Start Time of Event:	7:00 AM
End Time of Event:	8:00 AM
Cleanup Completed By:	8:30 AM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on February 24, 2025 with the following conditions:

1. All applicable fees pertaining to this event have been waived –Plaza Use Fees ($430), and electric fee ($50) for a total of $480.00

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.

3. Road Closures, Lane Closures, and Parking Spaces:
    a. The entrance and exit lanes of the horseshoe from El Mar to the Pavilion may be blocked from 4:30 a.m. until 8:30 a.m. Pier parking lot traffic shall use the south alley entrance located just south of the pier. Aruba Beach Café traffic shall use the North alley entrance.
    b. The Event may load / unload between Dunes and Connie Hoffman Plazas between the hours of approximately 4:30 a.m. and 6:45 a.m. and from 7:45 a.m. until 9:00 a.m.
    c. Parking will operate according to normal parking regulations.
    d. Church may use their property for additional parking.

4. Setup:
    a. Chairs shall be placed to provide the appropriate and required pedestrian walkways (one 8' aisle in the center). All chairs used in the plaza shall have protective (rubber or plastic) feet.
    b. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
    c. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
    d. 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.

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. On the morning of the Event, the Permit Holder may place two (2) reserved signs on the beach East of the Pavilion, and one (1) directional sign at the intersection of Ocean Drive and Commercial. The location of the signage is subject to the approval of Town Staff and BSO.

7. Town will open El Mar Plaza restrooms by 6:00 a.m. on the event day.

8. Permit Holder is approved to use Town electric for the Event. Power use will not exceed Town's power supply of 20 amps.

9. 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.

10. The Permit Holder shall provide the notice and distribution map to the Town for review by March 2, 2026. Once approved by the Town Manager, this notice will be distributed by the Permit Holder to any impacted properties in the area no later than March 5, 2026.

11. 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 9:00 a.m. the day of the Event.

12. 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.

13. 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.

14. Insurance:
    a. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of:
        - $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury; and
        - $1,000,000 per occurrence and $2,000,000 general aggregate for property damage with thirty (30) days written notice for cancellation
    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 insurancecompany 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.

15. 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 setforth 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.

21. 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.

22. 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.

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

DOCUMENTS AND PERMITS REQUIRED

Insurance Needed;

SIGNATURES REQUIRED

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	**DATE:**
DEBORAH DIROBERTO **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**	

Agenda Item No: 12.a.

Town Commission Agenda Item Report

Meeting Date: February 24, 2026
Submitted By: Susan Trevarthen, Town Attorney
Submitting Department: Legal
Item Type: Action Item
Agenda Section: OLD BUSINESS

Subject Title: Charter Review Board Recommendations and Commission Discussion

Explanation:
On behalf of the 2025 Town of Lauderdale-By-The-Sea Charter Review Board (the "Board"), this report is submitted pursuant to Resolution No. 2024-17. The Board was tasked with reviewing the Town Charter and determining whether revisions should be submitted to a vote of the Town electors.

The Board first presented its initial findings at the December Commission meeting. At that time, the Commission requested that the Board return with follow-up research and allow the Commission additional time to review the supporting materials and consider potential questions or additions to the Charter. The requested data on mayoral terms of office and residency requirements throughout Broward County has been compiled and is provided in the chart, attached as Exhibit "C."

The Board held six publicly noticed meetings, during which it examined the Charter, received public input, and deliberated on potential revisions, additions, and deletions. Agendas and minutes from these meetings are included to provide background on the Board's work.

At its final meeting on July 1, 2025, the Board determined which proposed revisions should move forward to the Town electors. The full text of the recommended charter amendments is attached as Exhibit "A," and the Board's recommendations are summarized below:

1. **Section 3.3 - Qualifications of members: Extend Minimum Residency from Six Months to One Year.**

   Currently, Section 3.3 and Article VI of the Town Charter provide that a candidate for Mayor or Commissioner must have resided in the Town for at least six months immediately prior to qualifying for election. After reviewing this provision, the Charter Review Board proposed an amendment to extend the residency requirement from six months to twelve months for all candidates seeking election to the offices of Mayor-Commissioner or Commissioner.

   To maintain consistency throughout the Charter, the Board also recommended corresponding amendments to other sections that reference the six-month residency requirement, including Section 6.3(1), Qualifications of Members of the Town Commission, and the Notice of Candidacy in Section 6.4. The Board determined that extending the residency requirement will

ensure that candidates have a greater familiarity with the Town, its operations, and its community before seeking elected office.

2. **Section 4.4. - Filing procedure: Extend and Clarify Timeframes to Certify Petitions.**

   The Board recommends amending Section 4.4 of the Town Charter to extend the certification periods for citizen-initiated petitions. The current 20-day period for the initial certification of initiative petitions should be expanded to 30 days, and the 5-day period for the certification of repeal or amendment petitions should be expanded to 10 days. These adjustments reflect the practical reality that the Town depends on the Broward County Supervisor of Elections for signature verification, and the Supervisor's response times vary based on workload. Extending these timeframes will provide a reasonable margin for unanticipated delays and help ensure that petition certifications are completed reliably.

   The Board further recommends adding a clarification to address inconsistencies in the way timeframes are currently defined in Article IV. Timeframes of 14 days or longer will be measured in calendar days, and timeframes of 13 or fewer days will be measured in business days. This clarification is particularly important for shorter timeframes, as the use of business days avoids unintended loss of time during holidays and long weekends.

3. **Section 5.5 - Town Manager—Powers and Duties: Extend Audit Deadline to Match State Law.**

   Section 5.5(10) of the Town Charter assigns the Town Manager the responsibility to provide for the annual audit and requires that it be completed and submitted within six months after the close of the fiscal year, which ends on September 30. This timeline is more restrictive than state law, which allows nine months under Section 218.32(1)(d), Florida Statutes.

   After reviewing this provision, the Charter Review Board recommends amending the Charter to extend the audit completion deadline to nine months, thereby aligning the Charter with state law. The Board determined that this change will provide the Town and its auditors adequate time to complete a thorough and accurate review of the Town's financial records while maintaining consistency with state requirements for municipal audits.

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

   1. *Create Two Four-Year Terms for Mayor-Commissioner.* The Board recommends amending Section 6.1(1) of the Town Charter to establish two four-year terms for the Mayor. The current Charter provides for a maximum of three two-year terms. Updating this provision will align the Mayor's term with the governance needs of the Town, promote continuity in leadership, and create consistency with the term structure used for other municipal offices. A four-year mayoral term is also consistent with the prevailing structure used by most municipalities in Broward County. Many cities within the county have adopted four-year terms to reduce election turnover and allow elected officials sufficient time to plan and implement long-range initiatives.

   2. *Amend Charter to Remove Commission District Residency Requirements.* The Board also recommends amending Section 6.1, and related language in Section 3.3, to eliminate

commission district residency requirements and related provisions concerning the establishment and adjustment of district boundaries. Currently, candidates must reside in the district they seek to represent, even though all Commissioners are elected at large by Town voters. The proposed amendment would allow any qualified elector residing anywhere in the Town to run for Town Commission Seats 1 through 4, aligning candidate eligibility with the Town's at-large system and simplifying the Charter's election provisions.

~~2. *Clarify and Remove Obsolete and Impractical Provisions Regarding District Boundaries.* The Board recognized that the Town's electoral districts are residential, and are not legally required to follow the standards currently outlined in the Charter. It also noted that in 2012, the Town Commission acknowledged that there were practical difficulties with adjusting the boundaries to meet the enumerated standards, and declined to follow this process. The Board therefore recommends amending Section 6.1(5) of the Town Charter to remove references to the initial designation and implementation of district boundaries, and instead simply define the northern and southern district boundaries as those established in 2004. The revised language should note that the northern district is separated from the southern district by the portion of the Village of Sea Ranch Lakes that borders the Atlantic Ocean. These updates will improve the clarity of the Charter while preserving its original intent and structure.~~

5. **Sec. 6.4. - Qualifications of candidates; notice of candidacy; payment of fee: Incorporate State Election Law.**

   The Board recommends amending Section 6.4 of the Town Charter to explicitly state that all general laws of the State relating to municipal elections, as amended from time to time, are adopted and shall govern elections for the Town. Incorporating state law directly promotes administrative clarity, supports an effective and uniform election process, and reduces the risk of discrepancies that could lead to legal challenges.

6. **Section 6.7. - Forfeiture hearing and process: Update Published Notice Requirement to Match Current Practice.**

   Finally, the Board recommends amending Section 6.7 of the Town Charter to remove all references requiring publication in a newspaper of general circulation. Recent amendments to Chapter 50, Florida Statutes, now permit legal advertisements and public notices to be published on publicly accessible websites when statutory conditions are met, and the Town has been using this approach to notices ever since it was implemented in Broward County.

   Updating this section will align the Charter with current state law and Town practice, ensure consistency across all notice provisions, and provide the Town with greater flexibility in satisfying publication requirements while maintaining transparency and public accessibility.

7. **Charter Cleanup.**

   The Board recommends a comprehensive Charter cleanup to amend the Charter in its entirety. This update will correct scrivener's errors, refine language for clarity, and resolve timeline inconsistencies throughout the document. The revisions will also ensure that the Charter reflects current Florida Statutes, promoting accuracy, legal compliance, and consistency moving forward. The specific changes related to the cleanup are shown in Exhibit "A."

The Charter Review Board extends its appreciation to the individuals who dedicated their time and expertise throughout this review process. The Board was chaired by Chris Vincent, with Brian Kuszmar serving as Vice Chair. Additional members included Jacquelyn Bonanni-Rubino, Robert Fleishman, Lori Lenoble, and Kym Miranda. We also recognize Megan Small for her diligent service as Board Clerk and thank her for her support throughout this Charter review.

Recommendation:

On behalf of the Town Attorney's Office, we extend our appreciation to the Charter Review Board for their time, diligence, and commitment throughout this Charter review. We thank the Town Commission for its continued guidance and remain available should you have any questions or wish to discuss any portion of the Board's report.

Consistent with the Board's recommendations, we request that the Town Commission approve the ballot questions, shown in the draft form of the ordinance attached as Exhibit "B," for inclusion on the ballot for the November 2026 General Election. Alternatively, we request that the Commission direct any changes it wishes to make to the proposed questions, such as to revise the Board's recommendations or to direct us to draft additional changes for voter approval. First and second reading of the final ordinance will need to be completed no later than the second May Commission meeting, because the submission deadline of the Broward County Supervisor of Elections is the first day of qualifying: June 8, 2026, at 5:00 p.m.

Exhibits:

1. Charter Review Final Report - Exhibit A
2. Ordinance - Amending Town Charter (2026) 2.19.26
3. Copy of Municipal Elected Officials
4. Charter Review Board Agenda - Feb. 4th
5. 2-4-25 Charter Review Board Minutes - Signed
6. Charter Review Board Agenda - March 4th
7. 3-4-25 Charter Review Board Minutes - Signed
8. Charter Review Board Agenda - April 1st
9. 4-1-25 Charter Review Board Minutes - Approved on 5-6-25
10. Charter Review Board Agenda - May 6
11. 5-6-25 Charter Review Board Minutes - Approved on 6-3-25
12. Charter Review Board Agenda - June 3rd
13. 6-3-25 Charter Review Board Minutes - Final Draft
14. Charter Review Board Agenda - July 1st
15. 7-1-25 Charter Review Board Minutes - Final Draft

EXHIBIT A
CHARTER AMENDMENT TEXT[1]

PART I
CHARTER

ARTICLE I. TRANSITION FROM ABOLISHED TOWN

Sec. 1.1. Abolishing existing municipality.

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

Sec. 1.2. Title to property reserved.

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

Sec. 1.3. Obligations unimpaired.

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

Sec. 1.4. Officers held over.

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

[1] Additions to the text are shown in highlighted underline and deletions are shown in highlighted ~~strikethrough~~.

Sec. 1.5. Ordinances not impaired.

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

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

The inhabitants of the Town of Lauderdale-By-The-Sea, as its boundaries are hereinafter established and designated, or as may hereinafter be established and designated shall continue to be a body politic and corporate, to be known and designated as "Town of Lauderdale-By-The-Sea," and as such shall have a perpetual succession, may use a common seal, may contract and be contracted with, and may sue and be sued in all the courts of this state and in all matters whatsoever. That all lands heretofore dedicated for the use of the public for streets, highways, parks or public grounds, and all authorized changes or amendments thereto approved by the Board of County Commissioners of Broward County, Florida, whether by plat, act, or otherwise, are hereby vested in the Town of Lauderdale-By-The-Sea, and the control and jurisdiction thereof shall hereafter be vested in the Town Commission of the Town of Lauderdale-By-The-Sea.

Sec. 1.7. Plat approved.

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

ARTICLE II. CORPORATE POWERS

Sec. 2.1. Legal title.

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

Sec. 2.2. Boundaries.

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

> Beginning at the intersection of the south boundary line of Section 7, Township 49 South, Range 43 East with the centerline of the Intracoastal Waterway (Florida East Coast Canal), the Point of Beginning; thence in a northerly direction along the centerline of the Intracoastal Waterway to the intersection of said centerline with a line located twenty-five (25) feet south of and parallel to the north line of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along a line located twenty-five (25) feet south of and parallel to the

north line of said Section 7 to the intersection of said line with the east right-of-way line of the Intracoastal Waterway; thence in a northerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of way line with the southwest corner of Lot 1, Block 16 of Terra Mar Island Estates, Second Addition, as recorded in Plat Book 31, Page 20 of the Public Records of Broward County, Florida; thence in an easterly direction along the south line of said Lot 1, Block 16 to the southeast corner of said Lot 1, Block 16; thence in a northerly direction along the east line of said Lot 1, Block 16 to the intersection of said east line with the westerly extension of the south line of Block 12 of said Terra Mar Island Estates, Second Addition; thence in an easterly direction along the westerly extension of the south line of said Block 12, along the south line of said Block 12 and along an easterly extension of said south line to the intersection of said extended line with the west line of Lot 1, Block 15 of said Terra Mar Island Estates, Second Addition; thence in a southerly direction along the west line of Lot 1, Block 15 and along the west line of Lot 10, Block 11 of Terra Mar Island Estates, First Addition as recorded in Plat Book 31, Page 10 of the Public Records of Broward County, Florida to the southwest corner of said Lot 10, Block 11; thence in an easterly direction along the south line of said Lot 10, Block 11 and along an easterly extension of said south line to the intersection of said extended line with the centerline of Spanish River; thence in a southerly direction along the centerline of the Spanish River to a point thirteen hundred and fifty (1,350) feet south of the north line of the Southeast One-Quarter (SE ¼) of said Section 6, Township 49 South, Range 43 East; thence in a southerly direction for two hundred (200) feet to a point on a line located fifteen hundred and fifty (1,550) feet south of and parallel to the north line of the Southeast One-Quarter (SE ¼) of said Section 6, said point being eleven hundred, twenty-seven and forty-three-hundredths (1,127.43) feet east of the east right-of-way line of the Intracoastal Waterway; thence in an easterly direction along the line located fifteen hundred and fifty (1,550) feet south of and parallel to said north line of the Southeast One-Quarter (SE ¼) of said Section 6 to the intersection of said line with the east right-of-way line of State Road A-1-A; thence in a northerly direction along the east right-of-way line of State Road A-1-A to the intersection of said east right-of-way line with a line located eight hundred and fifty (850) feet south of and parallel to the north line of the Southeast One-Quarter (SE ¼) of said Section 6; thence in an easterly direction along said parallel line and an easterly extension of said line, through Government Lot 2, Section 5, Township 49 South, Range 43 East to the intersection of said extended line with the Ordinary Low Watermark of the Atlantic Ocean; thence, continue in an easterly direction along said parallel line a distance of 3 miles (15,840 Ft) to the intersection of said extended line with the eastern boundary of the State of Florida; thence in an southerly direction along said eastern boundary of the State of Florida to the intersection with a line located three hundred and eighty (380) feet north of and parallel to the south line of the Northeast One-Quarter (NE ¼) of the Southeast One Quarter (SE ¼) of Section 7, Township 49 South, Range 43 East; thence in a westerly direction along said parallel line to the intersection of said line with the west right-of-way line of State Road A-1-A; thence in a northerly direction along the west right-of-way line of State Road A-1-A to the intersection of said west right-of-way line with the north line of the Southeast One-Quarter (SE ¼) of Section 7, Township 49 South, Range 43 East; thence in a westerly direction along the north line of the Southeast One-Quarter (SE ¼) and the Southwest One-Quarter (SW ¼) of Section 7, Township 49 South, Range 43 East to the intersection of said north line with the east right-

of-way line of the Intracoastal Waterway; thence in a southerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of-way line with the south line of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along the south line of Section 7, Township 49 South, Range 43 East to the intersection of said south line with the west line of the right-of-way of State Road A-1-A; thence in a northerly direction along the west line of the right-of-way of SR A-1-A to the intersection of said west line with a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N ½) of the Southeast One-Quarter (SE ¼) of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N ½) of the Southeast One-Quarter (SE ¼) of Section 7, Township 49 South, Range 43 East to the intersection of said parallel line with the Ordinary Low Watermark of the Atlantic Ocean; thence continue in an easterly direction along said line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N ½) of the Southeast One Quarter (SE ¼) of Section 7, Township 49 South, Range 43 East for a distance of 3 miles (15,840 ft) to the intersection of said parallel line with the eastern boundary of the State of Florida; thence in a southerly direction along the said eastern boundary of the State of Florida to the intersection with the extension of south boundary line of Section 18, Township 49 South, Range 43 East; thence in a westerly direction along the extension of the south boundary line of Section 18, Township 49 South, Range 43 East to the intersection of said south boundary line with the centerline of the right-of-way of the Intracoastal Waterway; thence in a northerly direction along the centerline of the right-of-way of the Intracoastal Waterway to the intersection of said centerline with the north boundary line of Section 18, Township 49 South, Range 43 East, the Point of Beginning.

Sec. 2.3. Definitions.

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

(1) The words "abolished municipality" shall mean the municipality formerly existing under the provisions of Chapter 14184, Laws of Florida of 1929, and Chapter 24658, Laws of Florida of 1947.

(2) The words "new municipality" shall mean the municipality established and created by this act, as may be amended from time to time.

(3) The masculine pronoun shall designate and include the feminine, and the neuter, where the meaning so permits.

(4) The word "person" used herein in the masculine gender, shall mean a male or female person, or legal corporate entity.

(5) The word "municipality" herein shall refer to the municipality of the Town of Lauderdale-By-The-Sea, unless otherwise indicated.

(6) The words "Town Commission" shall refer to the Town Commission of the Town of Lauderdale-By-The-Sea, Florida.

Sec. 2.4. Seal.

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

Sec. 2.5. Jurisdiction.

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

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

Sec. 2.6. General powers.

The Town of Lauderdale-By-The-Sea is hereby created, established and organized, and shall have full power and authority to exercise all of the powers of local self-government and to do whatever may be deemed necessary or proper for the safety, health, convenience or general welfare of the inhabitants of said Town; to exercise full police powers; to do and perform all acts and things permitted by the laws of the State of Florida, and comprehend as duties in the performance of anything recognized as a "municipal purpose," whether now existing and recognized, or hereafter recognized as a municipal purpose by statute law or court decision. The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated herein, implied thereby, or appropriate to the exercise thereof, the Town of Lauderdale-By-The-Sea shall have and may exercise all other powers under the Constitution and Laws of Florida.

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

Town Attorney of the Town of Lauderdale-By-The-Sea shall have power and authority to codify any duly adopted ordinance of the Town of Lauderdale-By-The-Sea and assign proper section numbers and headings to various parts of such ordinances, and thereafter such section shall be cited in referring to such ordinances.

Sec. 2.7. Review of charter provisions.

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

ARTICLE III. ADMINISTRATION AND LEGISLATION

Sec. 3.1. Commission-manager form of government.

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

Sec. 3.2. Creation of Town Commission.

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

Sec. 3.3. Qualifications of members.

Only qualified electors who have resided in the Town of Lauderdale-By-The-Sea for at least ~~six (6)~~ twelve (12) months immediately prior to qualifying for office and who shall have attained the age of eighteen (18) years of age on or before the date the candidate files and qualifies in accordance with this Charter as a candidate for office, shall be eligible to hold the office of Commissioner.

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

Sec. 3.4. Standards of conduct; code of ethics.

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

Sec. 3.5. Legislative powers.

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

Sec. 3.6. Non-interference in Town Administration.

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

ARTICLE IV. INITIATIVE AND REFERENDUM

Sec. 4.1. Power to initiate and reconsider ordinances.

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

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

Sec. 4.2. Commencement of initiative.

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

may, at the committee's request and at their expense, issue the appropriate petition blanks to the petitioners' committee.

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

Sec. 4.3. Execution of petitions; requirements.

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

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

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

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

Sec. 4.4. Filing procedure.

(1) *Certificate of Clerk; amendment*. Within ~~20~~ thirty (30) calendar days after an initiative petition is filed or within ~~five~~ ten (10) business days after a petition for repeal or amendment of an ordinance is filed, the Clerk shall complete a certificate as to its sufficiency (the "Certificate"). Grounds for insufficiency are only those specified in Sec. 4.3 of this Article. If insufficient, the Certificate shall specify the particulars of the deficiency. A copy of the

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

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

Sec. 4.5. Action on petitions.

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

shall nevertheless comply with the public notice and public hearing requirements of Sec. 166.04 F.S. relative to the ordinance in question.

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

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

Sec. 4.6. Results of election.

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

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

Sec. 4.7. Ordinances affecting initiated ordinances; procedure for adoption.

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

ARTICLE V. TOWN OFFICERS AND EMPLOYEES

Sec. 5.1. Vesting of administrative and executive powers.

The executive and administrative powers of the Town, not herein otherwise provided for, shall be vested in and exercised by the following officers:

(1) Mayor-Commissioner;

(2) Town Manager;

(3) Town Attorney;

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

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

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

(1) The Mayor-Commissioner shall preside at all meetings of the Town Commission and perform all duties consistent with his/her office, and shall have a voice and vote in the proceedings of the Town Commission, but no veto power. The Mayor-Commissioner shall vote last upon the roll call of Commissioners.

(2) The Mayor-Commissioner shall use the title of Mayor in any case in which the execution of legal instruments, writings, or other papers so require; but this shall not be considered as conferring upon the Mayor-Commissioner any of the administrative or judicial functions of a Mayor under the general laws of the state, except as herein provided.

(3) The Mayor-Commissioner shall be recognized as the official head of the Town by the courts for the purposes of serving civil processes; by the government in the exercise of military law; and by the public in general for all ceremonial purposes.

(4) The Mayor-Commissioner may govern the Town by proclamation, under the direction of the Town Commission, during times of grave public danger or emergency, and the Town Commission shall be judge of what constitutes such public danger or emergency.

(5) The Mayor-Commissioner shall exercise all the powers and duties of the Mayor-Commissioner as provided in the Charter, as well as all those powers and duties that may be conferred upon the Mayor-Commissioner by the Town Commission in pursuance of the provisions of this Charter.

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

The Town Commission shall appoint a Town Manager who shall be the administrative head of the municipal government under the direction and supervision of the Town Commission. The Town Manager shall hold office at the pleasure of the Town Commission. The Town Manager shall receive such compensation as determined by the Town Commission through the adoption of an appropriate resolution. The Town Manager shall be appointed by resolution approving an employment contract between the Town and the Town Manager. The Town Manager shall be

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

(Ord. No. 2013-13, § 2, 10-22-2013)

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

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

Sec. 5.5. Town Manager—Powers and duties.

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

(1) To see that the laws and ordinances of the Town are enforced.

(2) To appoint or remove all subordinate officers and employees.

(3) To exercise, control and direct supervision over all departments and divisions of the municipal government under the classified service, except where otherwise provided.

(4) To see that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the Town Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.

(5) To attend all meetings of the Town Commission, with right to take part in the discussions, but without having a vote.

(6) To recommend to the Town Commission for adoption such measures as the Town Manager may deem necessary or expedient in the interest of the Town.

(7) To keep the Town Commission fully advised as to the financial conditions and needs of the Town and at the proper time to submit to the Town Commission for its consideration an annual budget.

(8) To advise and consult with all officers and official heads of the several departments of the Town relative to the affairs of such department, and to make recommendations to the Town Commission respecting such departments as the Town Manager may see fit.

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

(10) To prepare and submit to the Town Commission an annual financial audit of its accounts and records, completed no later than ~~six (6)~~ nine (9) months after the end of its fiscal year by an independent certified public accountant retained by the Town Commission and paid from its public funds.

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

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

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

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

ARTICLE VI. ELECTIONS

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

(1) Beginning with the regular election to be held on the second Tuesday in the month of March, 2008, and every two (2) years thereafter, a Mayor-Commissioner shall be elected for a term of two (2) years until his successor is elected and qualifies. Beginning with the regular election to be held in November 2026, and in every regular election thereafter, a Mayor-Commissioner shall be elected for a term of four (4) years and shall serve until a successor is elected and qualifies.

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

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

(4) All elections for the position of Town Commissioner or Mayor-Commissioner shall be held on the same date as the November election date of each even-numbered year, or as provided for by law. The terms of office of the Mayor who was elected in 2024 and of the Seat 1 and Seat 2 Town Commissioners who were elected in the municipal general election of March 2022 shall expire when their successors are sworn in after the general election in November of 2026. The terms of office of the Seat 3 and Seat 4 Town Commissioners who were elected in the municipal general election of March 2024 shall expire when their successors are sworn in after the general election in November of 2028.

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

(6~~5~~) ~~In the event no candidate qualifies for election for any designated Town Commission seat within the first ten (10) calendar days of the qualifying period, then any qualified person who resides anywhere in the Town may qualify for such seat. Thereafter~~, iIf no person qualifies for ~~such~~ a seat, a vacancy shall be declared and filled in accordance with this Charter.

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

(Ord. No. 2024-05, § 2, 6-6-2024)

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

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

(Ord. No. 2013-13, § 2, 10-22-2013)

Sec. 6.3. Qualifications of members of Town Commission.

(1) To be eligible to hold the office of Mayor-Commissioner or Commissioner of the Town of Lauderdale-By-The-Sea, or to qualify for candidacy for Mayor-Commissioner or Commissioner, the individual shall be a bona fide resident and citizen of the Town of Lauderdale-By-The-Sea, shall have resided in the said town for the ~~six (6)~~ twelve (12) months immediately preceding the date of election, shall be a registered voter pursuant to Florida law, and shall be otherwise qualified as provided for in the Charter.

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

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

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

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

(6) No person may be a candidate for Mayor-Commissioner or Town Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner or Town Commissioner, if that person has consecutively served ~~fourteen (14)~~ sixteen (16) years in any combination of offices without a two year break in service.

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

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

NOTICE OF CANDIDACY FOR TOWN COMMISSIONER OR MAYOR-COMMISSIONER

I, _____(Name of Candidate) _____, residing at _____(Residence Address of Candidate) _____, Lauderdale-By-The-Sea, Broward County, Florida, do hereby give notice of my candidacy for the office of Town Commissioner/Mayor-Commissioner of the Town of Lauderdale-By-The-Sea, Florida, in the forthcoming election to be held in said Town on _____(Date of Primary) _____. I do further state that I am a citizen of the United States of America, and a resident of the Town of Lauderdale-By-The-Sea; that I have resided in the Town of Lauderdale-By-The-Sea for the ~~six (6)~~ twelve (12) months immediately preceding the date of the election to be held; and that I have fully satisfied all conditions precedent to such candidacy, pursuant to the provisions of the laws of the State of Florida and the Town Charter.

(Candidate's Signature)

STATE OF FLORIDA

COUNTY OF BROWARD

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

_____

(Candidate)

Sworn to and subscribed before me, this the _____day of _____, 20___.

_____

Notary Public, State of Florida My

commission expires: _____

The individual who files the notice as prescribed, and who pays the qualifying fee as prescribed, if otherwise found to be qualified, shall be entitled to have his/her name printed upon the official ballot at such town election. All general laws of the state relating to municipal elections, as amended from time to time, are adopted and shall govern elections for the Town.

Sec. 6.5. Vacancies.

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

Sec. 6.6. Forfeiture of office.

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

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

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

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

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

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

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

(Ord. No. 2013-13, § 2, 10-22-2013)

Sec. 6.7. Forfeiture hearing and process.

A member of the Town Commission charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand, and notice of such hearing shall be published ~~in one or more newspapers of general circulation in the Town~~ at least thirty days before the scheduled hearing in accordance with F.S. ch. 50, or any other method of publication expressly authorized by Florida law and consistent with the Town Charter, or any other applicable authority. The Town Commission shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a Commissioner's or Mayor-Commissioner's office, including whether or not good cause for absence has been, or may be, established. The Commissioner in question shall have the burden of establishing good cause for absence; provided, however, that any Commissioner may at any time during any duly held meeting move to establish good cause for his or her absence or the absence of any other Commissioner, from any past, present, or future meeting(s), which motion, if carried, shall be conclusive. A Commissioner whose qualifications are in question, or who is otherwise subject to forfeiture of his/her office, shall not vote on any such matters. Any final determination by the Town Commission that a Commissioner or the Mayor-Commissioner has forfeited his or her office shall be made by resolution approved by a unanimous vote of the remaining members of the Town Commission. All votes and other acts of the Commissioner in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

Sec. 6.8. Filling of vacancies.

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

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

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

elected to fill the vacancy at any special election shall serve only the unexpired term of the Commissioner of Mayor-Commissioner whose position became vacant.

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

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

Sec. 6.9. Extraordinary vacancies.

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

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

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

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

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

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

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

(Ord. No. 2013-13, § 2, 10-22-2013)

ARTICLE VII. PLANNING AND ZONING

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

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

(a) Above grade, as defined in the Florida Building Code, or

(b) Above a horizontal plane eighteen inches above the crown if the roadway at the highest point adjoining the property on which the building is located, or

(c) Above the minimum elevation for a habitable, finished floor permitted under applicable federal or Florida state regulations,

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

(2) In any building within the Town that has more than three (3) stories above grade, the first story shall be at grade level and shall be used for parking, either with or without toll collection booths. The first story may also be used for storage, refuse, security, registration, maintenance, and/or access, either with or without a lobby, provided that at least one-half (½) of the square footage of the first story is used for parking. Only within districts of the Town zoned for business ("B") use, the first story of buildings having more than three (3) stories above grade may also be devoted to non-residential commercial uses, provided that dedicated parking required by Town ordinance or code for the proposed buildings is provided off-street at a location on or adjacent to the property on which the buildings are situate, and designed so as to enable the parked vehicles to egress the parking space without having to back out into traffic. In any building within the Town that has more than three (3) stories above grade, the first story shall be restricted to the above enumerated uses, and may be used for no other purpose whatsoever. For the purposes of this provision of the Charter, a story is at grade level if its floor is at or below grade and its ceiling is above grade; a story that is at grade level is also above grade. Nothing in this paragraph shall be construed so as to prohibit any building within the Town that has more than three (3) stories above grade from also having one (1) or more subterranean stories below grade, provided, however, that in any building within the Town that has more than three (3) stories above grade, all subterranean stories shall be subject to the same restrictions on use as are established in this paragraph for the first story.

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

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

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

(a) The existing non-conforming building has:

(i) Been destroyed by fire, natural disaster, or other act of God; and

(ii) The property owner has submitted and received Town approval of a site plan depicting the replacement building; and

(iii) Construction of the replacement building is commenced within twelve (12) months of the date of destruction; or

(b) The existing non-conforming building is:

(i) Demolished as part of a Town approved redevelopment of the property; and

(ii) Prior to demolition, the property owner has submitted and received Town approval of a site plan depicting the replacement building; and

(iii) Construction of the replacement building is commenced within six (6) months of the date of site plan approval.

(c) The Town Commission may grant one (1) or more six (6) month extensions to the time periods for commencement of construction established in paragraphs (5)(a)(iii) and (5)(b)(iii), above, provided a written request for extension is filed with the Town Clerk prior to (in the case of a first request for extension) the expiration of the initial applicable time period for commencement of construction or prior to (in the case of a subsequent request for extension) the expiration of the most recent extension of the applicable time period for commencement of construction.

(d) All new non-conforming buildings constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall comply, where applicable, with the restrictions

on use established in paragraph (2), above, and the provisions for parking availability established in paragraph (3), above, of this section of the Charter.

(e) The maximum allowable height of any new non-conforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original height of the non-conforming building which it replaces, plus any additional height which (because of the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the charter) may be necessary to obtain the same number of habitable stories as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new non-conforming building from being constructed to a lesser height or from containing fewer habitable stories than that of the original non-conforming building which it replaces. For the purposes of this provision of the Charter, the term "habitable story" means any story or part thereof that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.

(f) The maximum allowable square footage of any new nonconforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original square footage of the non-conforming building which it replaces, plus any additional square footage which (because of the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the Charter) may be necessary to obtain the same number of habitable square feet as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new nonconforming building from being constructed either with less total square footage or with less habitable square footage than that of the original non-conforming building which it replaces. For the purposes of this section of the Charter, the term "habitable square footage" means the square footage of that portion of a building that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.

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

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

(8) The maximum building height limit established in paragraph (1), above, of this section of the Charter, supersedes any existing zoning ordinance or land development regulation to the extent that said zoning ordinance or land development regulation establishes anywhere within the Town a maximum building height limit greater than that established in paragraph (1),

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

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

(10) The maximum building height limits established in paragraphs (1) and (5), above, of this section of the Charter, may be increased only by an amendment to or by repeal of this section of the Charter. The restrictions on use established in paragraph (2), above, and the provisions governing parking availability established in paragraphs (2), (3) and (5), above, of this section of the Charter, may be modified, amended or repealed only by an amendment to or by repeal of this section of the Charter. The maximum allowable square footage established in paragraph (5), above, of this provision of the Charter, may be increased only by an amendment to, or by repeal of this section of the Charter. Except as expressly provided below, this section of the Charter may be amended or repealed only by means of a majority vote of the registered voters of the Town at a referendum election held either on the same day as a regularly scheduled November general election or on the same day as a regularly scheduled municipal general election. The amendment or repeal of this section of the Charter at a special election held on a day other than a regularly scheduled November general election or on a day other than a regularly scheduled municipal general election is expressly prohibited, except that a special election or special election by mail may be held to correct, to the minimum practicable extent, a provision adjudged by a court of competent jurisdiction to violate the State or Federal Constitution or any valid state or federal law, but only after such adjudication is affirmed on appeal. Amendments approved at a special election may include no elements not directly related to such court adjudication.

(11) These provisions of the Charter shall be effective immediately upon adoption by a majority of the registered voters of the Town voting in a referendum to amend the Charter so as to include these provisions. Upon adoption, the maximum building height limits, the restrictions on use, the maximum allowable square footage and the provisions governing parking availability established in paragraphs (1), (2, (3) and (5), above, of this section of the Charter,

shall immediately apply to all real property located within the boundaries of the entire Town. Upon adoption of these provisions, and pending amendment of any portion or portions of the Town's Code of Ordinances inconsistent with this section of the Charter, the more stringent provisions of this section shall apply.

(Ord. No. 2024-05, § 2, 6-6-2024)

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

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

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

and

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

(2) The Town may not vacate, abandon, lease, sell, transfer possession or transfer ownership of the El Prado Property without first obtaining a majority vote of the Town's electors at a referendum election held for the specific purpose of authorizing said vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property.

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

(4) Every resident of the Town shall have standing to enforce the restrictions on the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property established in paragraphs (2) and (3), above, of this provision of the Charter, by means of a suit in equity seeking either mandamus, prohibition, or injunction, or any

combination thereof, but nothing in this provision of the Charter shall be construed to either create a cause of action at law for money damages, or to authorize a court of equity to award money damages as an incident to equitable relief, or to authorize an award of attorney's fees to the prevailing party or to any other party.

(Ord. No. 2024-05, § 2, 6-6-2024)

Sec. 7.3. Advisory boards; how constituted.

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

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ORDINANCE NO. 2026-

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE TOWN CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, CONCERNING AMENDMENTS TO CHANGE THE TOWN'S [INSERT CHANGES]; CALLING A SPECIAL ELECTION ON THE PROPOSED CHARTER AMENDMENTS TO BE HELD ON TUESDAY, THE 3RD DAY OF NOVEMBER 2026, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING FOR VOTING AT THE POLLS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR INCLUSION IN THE CHARTER, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.031, Florida Statutes, authorizes a municipality to amend its charter by an ordinance submitting proposed amendments to the electors for approval at an election; and

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea (the "Town") adopted Resolution No. 2024-17 establishing the 2025 Town of Lauderdale-By-The-Sea Charter Review Board (the "Board") for the purpose of reviewing the Town Charter and determining whether revisions should be recommended to the Town Commission for submission to the electors; and

WHEREAS, at its final public meeting held on July 1, 2025, the Board identified and recommended proposed Charter revisions for consideration by the Town Commission and potential submission to the Town electors; and

WHEREAS, at meetings in December 2025 and February 2026, the Town Commission evaluated the Board's recommendations; and

WHEREAS, pursuant to Section 166.031, Florida Statutes, the Town Commission of the Town has determined to submit to the electors of the Town for approval or rejection the amendments to the Town Charter (the "Charter Amendments") that are set forth herein to change [INSERT CHANGES].

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

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

Section 2. Charter Amendments. Pursuant to Section 166.031, Florida Statutes, and subject to the approval of the electors as described in Section 8 below, the Town Charter is hereby amended as follows:[1]

* * *

ARTICLE III. ADMINISTRATION AND LEGISLATION

* * *

Sec. 3.3. Qualifications of members.

Only qualified electors who have resided in the Town of Lauderdale-By-The-Sea for at least ~~six (6)~~ twelve (12) months immediately prior to qualifying for office and who shall have attained the age of eighteen (18) years of age on or before the date the candidate files and qualifies in accordance with this Charter as a candidate for office, shall be eligible to hold the office of Commissioner.

Each Commissioner and candidate for Commissioner shall be elected ~~from the election district in which he or she is domiciled for at least six (6) months immediately prior to qualifying for such office~~ by the greatest number of votes of all registered electors residing within the Town. Once elected, a Commissioner ~~from an election district~~ shall remain a domiciliary of the ~~election district~~ Town during his or her term of office. Any Commissioner who shall cease to possess the

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[1] Proposed additions to existing Town Charter text are indicated by underline; proposed deletions from existing Town Charter text are indicated by ~~strikethrough~~ and highlighted in yellow. Changes from first reading are indicated by double underline and ~~double strikethrough~~, and highlighted in yellow.

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qualifications required herein shall forthwith forfeit his or her office~~, except a Commissioner holding office will not have his/her term cut short by the establishment of or subsequent change of district boundary lines~~.

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ARTICLE IV. INITIATIVE AND REFERENDUM

* * *

Sec. 4.4. Filing procedure.

(1) *Certificate of Clerk; amendment*. Within ~~20~~ thirty (30) calendar days after an initiative petition is filed or within ~~five~~ ten (10) business days after a petition for repeal or amendment of an ordinance is filed, the Clerk shall complete a certificate as to its sufficiency (the "Certificate"). Grounds for insufficiency are only those specified in Sec. 4.3 of this Article. If insufficient, the Certificate shall specify the particulars of the deficiency. A copy of the Certificate shall be promptly sent to the petitioners' committee by hand delivery or registered mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the Clerk within two business days after receiving the copy of the Certificate and files a supplementary petition upon additional papers within fourteen (14) calendar days after receiving the copy of the Certificate. Such supplementary petition shall comply with the requirements of Sec. 4.3 of this Article. Within five business days after a supplementary petition is filed, the Clerk shall complete a Certificate as to the sufficiency of the petition, as amended, and shall promptly send a copy of such Certificate to the petitioners' committee by registered mail or hand delivery as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request Commission review under subsection (2) of this Section 4.4 within the time required, the Clerk shall promptly present the Certificate to the Commission and such Certificate shall then be a final determination as to the sufficiency of the petition.

* * *

Sec. 4.5. Action on petitions.

(1) *Action by Town Commission.* When an initiative petition or a petition for the repeal or amendment of an existing ordinance has been finally determined to be sufficient, the Town Commission shall promptly consider or reconsider the ordinance. Whether or not the Commission approves at first reading an initiated ordinance, or the repeal or amendment, as proposed, of a referred ordinance, the Commission shall proceed to a second reading at its next scheduled meeting, and shall otherwise comply with all requirements under Sec. 166.041 F. S. for public notice and public hearings prior to the adoption of an ordinance. If the Commission fails to adopt a proposed initiative ordinance without any change in substance

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within forty-five (45) calendar days, or fails to repeal or amend a referred ordinance in accordance with the initiative petition within thirty (30) calendar days, it shall submit the proposed or referred ordinance to the registered voters of the Town by referendum vote at an election. The referendum vote by registered Town voters shall constitute an "additional requirement for the enactment of ordinances" as specified in ~~paragraph (6) of~~ Section 166.041 F.S., in lieu of and as a greater, increased requirement than the affirmative majority vote of the governing body referred to in ~~paragraph (4) of~~ Sec. 166.041 F. S. If the Commission fails to act on a proposed initiative ordinance or a referred ordinance within the time period specified in this paragraph, the Commission shall be deemed to have failed to adopt the proposed initiative ordinance or failed to repeal or amend the referred ordinance on the last day that the Commission was authorized to act on such matter. In that event, the Commission shall nevertheless comply with the public notice and public hearing requirements of Sec. 166.04 F.S. relative to the ordinance in question.

* * *

ARTICLE V. TOWN OFFICERS AND EMPLOYEES

Sec. 5.5. Town Manager—Powers and duties.

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

* * *

(10) To prepare and submit to the Town Commission an annual financial audit of its accounts and records, completed no later than ~~six (6)~~ nine (9) months after the end of its fiscal year by an independent certified public accountant retained by the Town Commission and paid from its public funds.

* * *

ARTICLE VI. ELECTIONS

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

(1) Beginning with the regular election to be held on the second Tuesday in the month of March, 2008, and every two (2) years thereafter, a Mayor-Commissioner shall be elected for a term of two (2) years until his successor is elected and qualifies. Beginning with the regular election to be held in November 2026, and in every regular election thereafter, a Mayor-Commissioner shall be elected for a term of four (4) years and shall serve until a successor is elected and qualifies.

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

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

* * *

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

(~~6~~5) ~~In the event no candidate qualifies for election for any designated Town Commission seat within the first ten (10) calendar days of the qualifying period, then any qualified person who resides anywhere in the Town may qualify for such seat. Thereafter,~~ If no person qualifies for ~~such~~ a seat, a vacancy shall be declared and filled in accordance with this Charter.

~~(7) The Town Commission shall adopt by Ordinance the creation and establishment of the boundaries of the initial northern and southern Town Commission seat districts, no later than January 1, 2005. The Ordinance shall provide for the implementation of said election districts to be effective for the elections to be held in the Town commencing in March, 2006. The boundaries of these districts remain unchanged, and follow the jurisdictional boundaries of the Town. The northern district is separated from the southern district by the portion of the Village of Sea Ranch Lakes that borders on the Atlantic Ocean.~~

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Sec. 6.3. Qualifications of members of Town Commission.

(1) To be eligible to hold the office of Mayor-Commissioner or Commissioner of the Town of Lauderdale-By-The-Sea, or to qualify for candidacy for Mayor-Commissioner or Commissioner, the individual shall be a bona fide resident and citizen of the Town of Lauderdale-By-The-Sea, shall have resided in the said town for the ~~six (6)~~ twelve (12) months immediately preceding the date of election, shall be a registered voter pursuant to Florida law, and shall be otherwise qualified as provided for in the Charter.

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

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

* * *

(6) No person may be a candidate for Mayor-Commissioner or Town Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner or Town Commissioner, if that person has consecutively served ~~fourteen (14)~~ sixteen (16) years in any combination of offices without a two year break in service.

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

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

NOTICE OF CANDIDACY FOR TOWN COMMISSIONER OR MAYOR-COMMISSIONER

I, _____ (Name of Candidate) _____, residing at _____ (Residence Address of Candidate) _____, Lauderdale-By-The-Sea, Broward County, Florida, do hereby give notice of my candidacy for the office of Town Commissioner/Mayor-Commissioner of the Town of Lauderdale-By-The-Sea, Florida, in the forthcoming election to be held in said Town on _____ (Date of Primary) _____. I do further state that I am a citizen of the United States of America, and a resident of the Town of Lauderdale-By-The-Sea; that I have resided in the Town of Lauderdale-By-The-Sea for the ~~six (6)~~ twelve (12) months immediately preceding the date of the election to be held; and that I have fully satisfied all conditions precedent to such candidacy, pursuant to the provisions of the laws of the State of Florida and the Town Charter.

_____

(Candidate's Signature)

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STATE OF FLORIDA

COUNTY OF BROWARD

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

_____

(Candidate)

Sworn to and subscribed before me, this the _____ day of _____, 20___.

_____

Notary Public, State of Florida

My commission expires: _____

The individual who files the notice as prescribed, and who pays the qualifying fee as prescribed, if otherwise found to be qualified, shall be entitled to have his/her name printed upon the official ballot at such town election. All general laws of the state relating to municipal elections, as amended from time to time, are adopted and shall govern elections for the Town.

* * *

Sec. 6.7. Forfeiture hearing and process.

A member of the Town Commission charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand, and notice of such hearing shall be published ~~in one or more newspapers of general circulation in the Town~~ at least thirty days before the scheduled hearing in accordance with F.S. ch. 50, or any other method of publication expressly authorized by Florida law and consistent with the Town Charter, or any other applicable authority. The Town Commission shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a Commissioner's or Mayor-Commissioner's office, including whether or not good cause for absence has been, or may be, established. The Commissioner in question shall have the burden of establishing good cause for absence; provided, however, that any Commissioner may at any time during any duly held meeting move to establish good cause for his or her absence or the absence of any other Commissioner, from any past, present, or future meeting(s), which motion, if carried, shall be conclusive. A Commissioner whose qualifications are in question, or who is otherwise subject to forfeiture of his/her office, shall not vote on any such matters. Any final determination by the Town Commission that a Commissioner or the Mayor-Commissioner has forfeited his or her office shall be made by resolution approved by a unanimous vote of the remaining members of the Town Commission. All votes and other acts

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

* * *

Section 3. Election Called. A special election is hereby called for Tuesday, November 3, 2026, in conjunction with the general election being held on said date, to present to the qualified electors of the Town the ballot questions provided in Section 4 of this Ordinance.

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

> EXTEND CANDIDATE RESIDENCY REQUIREMENT FROM SIX MONTHS TO TWELVE MONTHS
>
> The Charter currently requires candidates for Mayor-Commissioner or Commissioner to reside in the district in which he or she is domiciled for at least six (6) months immediately prior to qualifying for office. The proposed amendment would extend the minimum residency requirement to twelve (12) months and make corresponding updates throughout the Charter to ensure consistency.
>
> Shall the Charter be amended to require twelve (12) months of district residency for candidates?
>
> YES [ ]
>
> NO [ ]
>
> CLARIFY TIMEFRAMES FOR CERTIFICATION OF CITIZEN PETITIONS REPEALING OR AMENDING ORDINANCES
>
> The Charter currently establishes short timeframes for certifying citizen-initiated petitions for the repeal or amendment of ordinances. The proposed amendment would extend certification deadlines and clarify whether time periods are measured in calendar days or business days.
>
> Shall the Charter amend petition certification deadlines and clarify time calculations?

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YES [ ]

NO [ ]

COMPREHENSIVE CHARTER CLEANUP AND TECHNICAL CORRECTIONS

The proposed amendment would revise the Charter to correct scrivener's errors, improve clarity, resolve timeline inconsistencies, and update references to reflect current Florida law.

Shall the Charter be amended to correct errors and update technical provisions?

YES [ ]

NO [ ]

AMEND CHARTER TO EXTEND ANNUAL FINANCIAL AUDIT DEADLINE

Shall the Town Charter be amended to extend the deadline for submission of the Town's annual financial audit from six (6) months to nine (9) months, consistent with state law?

YES [ ]

NO [ ]

AMEND CHARTER TO ESTABLISH FOUR-YEAR MAYORAL TERMS

The Charter currently provides for two-year terms for the Mayor-Commissioner, with a maximum of three terms. The proposed amendment would increase the term length to four (4) years and limit the Mayor to a maximum of two (2) terms.

Shall the Charter be amended to increase the Mayor's term from two (2) years to four (4) years and replace the current limit of three two-year terms with a maximum of two four-year terms?

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YES [ ]

NO [ ]

AMEND CHARTER TO ~~MODIFY~~ REMOVE COMMISSION DISTRICT RESIDENCY REQUIREMENTS ~~BOUNDARY PROVISIONS~~

The Charter currently sets standards and procedures for establishing and adjusting commission district boundaries, and requires candidates to run in the commission district in which they reside. The proposed amendment would eliminate commission district residency requirements and delete related provisions for establishing districts, allowing candidates residing anywhere within the Town to qualify for Town Commission Seats 1 through 4. ~~The proposed amendment would delete those standards and procedures and instead define the northern and southern commission districts by reference to the district boundaries adopted in 2004, with the boundary between districts separated by the portion of the Village of Sea Ranch Lakes bordering the Atlantic Ocean.~~

~~Shall the Charter be amended to define commission districts using the 2004 adopted boundaries?~~Shall the Charter be amended to remove commission district residency requirements and related provisions?

YES [ ]

NO [ ]

INCORPORATE STATE ELECTION LAW INTO THE CHARTER

The proposed amendment would provide that all general laws of the State of Florida governing municipal elections apply to the Town. This change promotes uniformity, administrative clarity, and consistency with state election requirements.

Shall the Charter incorporate Florida election laws governing municipal elections?

YES [ ]

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NO [ ]

UPDATE PUBLIC NOTICE REQUIREMENTS

The Charter currently requires certain notices to be published in a newspaper of general circulation. State law now allows legal notices to be published on publicly accessible websites. The proposed amendment would update the Charter to reflect current law and Town practice.

Shall the Charter be amended to allow notices on publicly accessible websites?

YES [ ]

NO [ ]

Section 5. Vote at Polls. Balloting shall be conducted between the hours of 7 A.M. and 7 P.M. on the date of the election, and early and absentee balloting shall also be permitted as provided in conjunction with the general election. Polling places shall be those polling places provided for the general election for the electors of the Town, pursuant to applicable laws. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote. The Town Clerk is authorized to obtain any necessary election administration services from the Broward County Supervisor of Elections. The County registration books shall remain open at the Office of the Broward County Supervisor of Elections office until October, 2026, as provided by law, at which date the registration books shall close in accordance with the provisions of the general election laws. The Town Clerk and the Broward County Supervisor of Elections are hereby each authorized to take all appropriate action necessary to carry into effect and accomplish

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the electoral provisions of this Ordinance. This Charter Amendment election shall be canvassed by the County Canvassing Board unless otherwise provided by law.

Section 6. Notice of Special Election. Notice of said special election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Town, or publication on the county's website as provided in Section 50.0311, the municipality's website, or the supervisor's website, at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, September 27, 2026), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, October 11, 2026), and shall be in substantially the following form:

"NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT, PURSUANT TO ORDINANCE NO. 2026- ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA (THE "TOWN"), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN, IN CONJUNCTION WITH THE GENERAL ELECTION, ON TUESDAY, THE 3RD DAY OF NOVEMBER 2026, BETWEEN THE HOURS OF 7 A.M. AND 7 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN:

EXTEND CANDIDATE RESIDENCY REQUIREMENT FROM SIX MONTHS TO TWELVE MONTHS

The Charter currently requires candidates for Mayor-Commissioner or Commissioner to reside in the district in which he or she is domiciled for at least six (6) months immediately prior to qualifying for office. The proposed amendment would extend the minimum residency requirement to twelve (12) months and make corresponding updates throughout the Charter to ensure consistency.

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Shall the Charter be amended to require twelve (12) months of district residency for candidates?

CLARIFY TIMEFRAMES FOR CERTIFICATION OF CITIZEN PETITIONS REPEALING OR AMENDING ORDINANCES

The Charter currently establishes short timeframes for certifying citizen-initiated petitions for the repeal or amendment of ordinances. The proposed amendment would extend certification deadlines and clarify whether time periods are measured in calendar days or business days.

Shall the Charter amend petition certification deadlines and clarify time calculations?

YES [ ]

NO [ ]

COMPREHENSIVE CHARTER CLEANUP AND TECHNICAL CORRECTIONS

The proposed amendment would revise the Charter to correct scrivener's errors, improve clarity, resolve timeline inconsistencies, and update references to reflect current Florida law.

Shall the Charter be amended to correct errors and update technical provisions?

YES [ ]

NO [ ]

AMEND CHARTER TO EXTEND ANNUAL FINANCIAL AUDIT DEADLINE

Shall the Town Charter be amended to extend the deadline for submission of the Town's annual financial audit from six (6) months to nine (9) months, consistent with state law?

YES [ ]

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NO [ ]

AMEND CHARTER TO ESTABLISH FOUR-YEAR MAYORAL TERMS

The Charter currently provides for two-year terms for the Mayor-Commissioner, with a maximum of three terms. The proposed amendment would increase the term length to four (4) years and limit the Mayor to a maximum of two (2) terms.

Shall the Charter be amended to increase the Mayor's term from two (2) years to four (4) years and replace the current limit of three two-year terms with a maximum of two four-year terms?

YES [ ]

NO [ ]

AMEND CHARTER TO ~~MODIFY~~ REMOVE COMMISSION DISTRICT RESIDENCY REQUIREMENTS ~~BOUNDARY PROVISIONS~~

The Charter currently sets standards and procedures for establishing and adjusting commission district boundaries, and requires candidates to run in the commission district in which they reside. The proposed amendment would eliminate commission district residency requirements and delete related provisions for establishing districts, allowing candidates residing anywhere within the Town to qualify for Town Commission Seats 1 through 4.~~The proposed amendment would delete those standards and procedures and instead define the northern and southern commission districts by reference to the district boundaries adopted in 2004, with the boundary between districts separated by the portion of the Village of Sea Ranch Lakes bordering the Atlantic Ocean.~~

~~Shall the Charter be amended to define commission districts using the 2004 adopted boundaries?~~Shall the Charter be amended to remove commission district residency requirements and related provisions?

YES [ ]

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NO [ ]

INCORPORATE STATE ELECTION LAW INTO THE CHARTER

The proposed amendment would provide that all general laws of the State of Florida governing municipal elections apply to the Town. This change promotes uniformity, administrative clarity, and consistency with state election requirements.

Shall the Charter incorporate Florida election laws governing municipal elections?

YES [ ]

NO [ ]

UPDATE PUBLIC NOTICE REQUIREMENTS

The Charter currently requires certain notices to be published in a newspaper of general circulation. State law now allows legal notices to be published on publicly accessible websites. The proposed amendment would update the Charter to reflect current law and Town practice.

Shall the Charter be amended to allow notices on publicly accessible websites?

YES [ ]

NO [ ]

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

Town Clerk

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

Section 8. Effectiveness. The Charter Amendments provided for in Section 2 of this Ordinance shall become effective if the majority of the qualified electors voting on the Charter Amendments described in the ballot summary of Section 4 of this Ordinance, vote for its adoption. The Charter Amendments shall be considered adopted and effective upon certification of the election results. Following adoption of the Charter Amendments, the Town Clerk shall incorporate the adopted Charter Amendments into the Town Charter and shall file the revised Town Charter with the Office of the Secretary of State as required by Section 166.031, Florida Statutes.

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

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

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

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PASSED AND ADOPTED on First Reading this _____th day of _____, 2026.

PASSED AND FINALLY ADOPTED on Second Reading this _____nd day of _____, 2026.

_____
MAYOR EDMUND MALKOON

	First Reading	Second Reading
Mayor Malkoon	_____	_____
Vice-Mayor Strauss	_____	_____
Commissioner Graziano	_____	_____
Commissioner DeNapoli	_____	_____
Commissioner Poulopoulos	_____	_____

ATTEST:

_____
Courtney Easley, Acting Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

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Municipality	Population	Commission Term Years	Term Limit	Staggered	Elected At large	Mayor Term years	Term Limit	Staggered	Elected At Large	March election	Residency Requirement	Notes
Coconut Creek to 2029	59,405	4	2	No	Yes	1	2	No	No	Yes	Only qualified voters who have been primarily domiciled in the district in which he/she has filed his/her candidacy for a minimum of twelve (12) continuous months prior to filing as a candidate will be eligible to hold the office	Mayor is selected from at large elected Commission by the Commission body annually and following election
Coconut Creek 2029	59,405	4	3	Yes	Yes	4	3	Yes	Yes	Yes	Only qualified voters who have been primarily domiciled in the district in which he/she has filed his/her candidacy for a minimum of twelve (12) continuous months prior to filing as a candidate will be eligible to hold the office	
Cooper City	33,170	4	3	Yes	Yes	4	3	Yes	Yes	No	Reside in City at least one year prior to taking candidate oath	
Coral Springs to 2026	126,264	4	8 consecutive years	Yes	Yes	2	8 consecutive years	Yes	Yes	No	Have resided in the City for the last past six (6) months immediately preceding the date of qualification.	
Coral Springs 2026	126,264	4	8 consecutive years	Yes	Yes	*4	8 consecutive years	Yes	Yes	No	Have resided in the City for the last past six (6) months immediately preceding the date of qualification.	*New Terms beginning 2026
Dania Beach	31,723	4	8 years	Yes	Yes	2	8 years	Yes	Yes	No	shall have resided in the city for at least one (1) year immediately preceding the date of election	Highest number of votes for Commissioner elected at Large becomes the Mayor
Davie	99,440	4	No	No	No	4	No	No	Yes	No	reside within the Town and in the respective district that he/she may represent (if qualifying for a class based on district representation) for a minimum of one (1) year prior to the opening of qualifying period.	Moved from staggered to all terms begging same in 2018
Deerfield Beach	78,041	4	2	Yes	No	4	2	Yes	Yes	Yes	Any qualified Broward County elector whose principal place of residence is in the City of Deerfield Beach and who has resided continuously in the city(Mayor) or district (Commissioner) for six (6) months immediately prior to qualifying as a candidate for the office shall be eligible to hold the office of mayor.	

Municipality	Population	Commission Term Years	Term Limit	Staggered	Elected At large	Mayor Term years	Term Limit	Staggered	Elected At Large	March election	Residency Requirement	Notes
Fort Lauderdale	176,747	4	3	No	No	4	3	No	Yes	No	Candidate shall have resided in the City of Fort Lauderdale (Mayor) or Commission District (Commissioner) for six (6) months immediately preceding the date of the election	
Hallandale Beach	39,488	4	No	Yes	Yes	4	No	Yes	Yes	No	resided continuously within the City for at least one (1) year preceding the date of the election shall be eligible to run for the offices of Mayor-Commissioner or Commissioner.	
Hillsboro Beach	1,981	2	4	Yes	Yes	2	See note	Yes	No	Yes	**No timeline - Just a resident** - To be eligible to hold the office of Town Commissioner of the Town of Hillsboro Beach or to qualify for nomination or application as such, the candidate shall be a bona fide resident and citizen of the Town of Hillsboro Beach and a citizen of the State of Florida and of the United States of America; shall be duly qualified as a voter; and shall be over the age of twenty-one (21) years. Candidates for nomination shall comply with all rules and regulations set out in the Charter as to their conduct.	Mayor is selected from at large elected Commission by the Commission body following election
Hollywood	143,000	4	3	Yes	No	4	3	Yes	Yes	No	the city commission, including the mayor, shall have been a duly qualified elector of the city (Mayor) or District (Commission) for a minimum of six months prior to the time of qualifying for such office and be otherwise qualified	
Lauderdale-By-The-Sea	6,056	4	2	Yes	*Yes	2	3	Yes	Yes	No	resided in the Town of Lauderdale-By-The-Sea for at least six (6) months immediately prior to qualifying for office and election district in which he or she is domiciled for at least six (6) months immediately prior to qualifying	*2 Districts elected at-large
Lauderdale Lakes	33,772	4	2	Yes	Yes	4	2	Yes	Yes	No	resided continuously in the city for six (6) months immediately preceding their qualifying as a candidate	

Municipality	Population	Commission Term Years	Term Limit	Staggered	Elected At large	Mayor Term years	Term Limit	Staggered	Elected At Large	March election	Residency Requirement	Notes
Lauderhill	68,115	4	3	Yes	Yes	4	3	Yes	Yes	No	resident of the city for a period of not less than two (2) years prior to the date upon which he or she would be elected to the office for which he or she is a candidate	
Lazy Lake	33	2	No	No	Yes	2	No	No	Yes	Yes	qualified voter and property owner within Village at the date the term begins	
Lighthouse Point	10,358	4	3	Yes	Yes	4	3	Yes	Yes	Yes	A commissioner, at the time of taking office shall be a qualified elector of the city and have resided within the city for one year immediately prior to his taking office	
Margate	57,226	4	3	Yes	Yes	1	See note	Yes	No	No	resided continuously in the City for twelve (12) months prior to qualifying as a candidate	Mayor is selected from at large elected Commission by the Commission body each year in November
Miramar	134,989	4	No	Yes	Yes	4	No	Yes	Yes	Yes	reside in the City at the time of qualifying and election and who have resided continuously in the City for at least one (1) year immediately preceding the first day of the qualifying period shall be eligible to qualify as a candidate and hold the office.	
North Lauderdale	42,000	4	No	Yes	No	4	No	Yes	Yes	No	domiciled in the City of North Lauderdale for at least one (1) year immediately prior to qualifying for office	
Oakland Park	43,800	4	2	Yes	Yes	1	See note	Yes	Yes	No	resided continuously in the city for six (6) months prior to qualifying as a candidate for the office shall be eligible to hold the office of city commission member.	Highest number of votes for Commissioner elected at Large becomes the Mayor for one year and the second highest number serves for the next year (with every 2 year election
Parkland	27,500	4	2	Yes	*Yes	4	2	Yes	Yes	No	reside in the City of Parkland (Mayor) or District (Commissioner for a period of at least one (1) year immediately preceding the date on which he/she qualifies for election.	*4 Districts elected at large

Municipality	Population	Commission Term Years	Term Limit	Staggered	Elected At large	Mayor Term years	Term Limit	Staggered	Elected At Large	March election	Residency Requirement	Notes	
Pembroke Park	6,299	4	No	Yes	*Yes	2	See note	Yes	No	Yes	person shall be a permanent resident of the Town of Pembroke Park for more than one (1) year prior to the date of the election	Mayor is selected from at large elected Commission by the Commission body following election	*4 Districts Elected at large
Pembroke Pines	168,587	4	No	Yes	No	4	No	Yes	Yes	Yes	domiciled for at east one year at the time of qualification as a candidate within the district from which he or she is seeking election. The Mayor shall meet the same residence requirements as Commissioners, except that he/she shall be elected at- large		
Plantation	88,328	4	No	Yes	Yes	4	No	Yes	Yes	No	The Members of the Council shall be residents of the City for a minimum of one (1) year prior to the opening of the qualifying period for any general or special election		
Pompano Beach	106,260	2	No	Yes	No	4	No	Yes	Yes	No	hall have been residents of the election district from which they are elected for at least one (1) year immediately preceding their election.		
Sea Ranch Lakes	600	2	3	Yes	Yes	2	3	Yes	Yes	Yes	qualified voter and the owner of real property within the limits of the Village of Sea Ranch Lakes at the date the term of said office begins		
Southwest Ranches	7,345	4	No	Yes	Yes	4	No	Yes	Yes	No	The Mayor must be a resident of the Town for at least four (4) years preceding the election. Council other than the Mayor must also be residents of the particular residential district on the date on which they qualify for election. Council members resided continuously in the Town for at least two (2) years preceding the date of such filing and are registered voters within the Town shall be eligible to hold the office of Council member.		
Sunrise	86,685	4	No	Yes	Yes	4	No	Yes	Yes	No	resided continuously in the city for 547 days prior to the beginning of the time for qualifying as a candidate for the office shall be eligible to hold the office of City Commissioner, or Mayor.		

Municipality	Population	Commission Term Years	Term Limit	Staggered	Elected At large	Mayor Term years	Term Limit	Staggered	Elected At Large	March election	Residency Requirement	Notes
Tamarac	62,264	4	3	Yes	No	4	3	Yes	Yes	No	resident of the city continuously for one (1) year immediately preceding qualifying as a candidate for the office of mayor may be a candidate for the office of mayor and any elector resident of the city who has resided continuously in the district for one (1) year immediately preceding qualifying as a candidate for the office of commissioner may be a candidate for the office of commissioner for that district	
West Park	15,907	4	3	Yes	Yes	4	3	Yes	Yes	No	resided continuously in the city for at least 1 year preceding the date of such filing shall be eligible to hold the office of commission member	
Weston	66,527	4	2	Yes	*Yes	4	2	Yes	Yes	No	resided continuously within the Residential Area for which election is being sought for at least one year preceding the date of such filing shall be eligible to hold the office of Commissioner	*4 Districts elected at large
Wilton Manors	12,697	4	3	Yes	Yes	2	6	Yes	Yes	No	A commission candidate shall be domiciled in the city for six (6) months prior to qualifying for office.	

All Elections held in November except for those listed as held in March
"NO" in the Term Limits category indicates the Charter is Silent on Term Limits

Lighthouse Point and Plantation - Strong Mayor

Town of Lauderdale-By-The-Sea

Charter Review Board Meeting

Agenda

Tuesday, February 4, 2025

6:00 PM

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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Charter Review Board Meeting

Tuesday, February 4, 2025, 6:00 PM
Jarvis Hall 4505 N. Ocean Drive, 33308

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **APPROVAL OF MINUTES**
4. **PUBLIC COMMENTS**
5. **NEW BUSINESS**
   - **5.a.** Oath of Office
   - **5.b.** Appointment of Chairperson
   - **5.c.** Appointment of Vice-Chairperson
   - **5.d.** Training - Public Records, Sunshine Law and Ethics
   - **5.e.** Board Rules and Procedures
   - **5.f.** Agenda Topics
6. **OLD BUSINESS**
7. **UPDATES/BOARD MEMBER COMMENTS**
8. **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

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TOWN OF LAUDERDALE-BY-THE-SEA
CHARTER REVIEW BOARD MEETING
Jarvis Hall
4505 Ocean Drive
Tuesday, February 4, 2025
6:00 PM

1. CALL TO ORDER

The Charter Review Board for the Town of Lauderdale-By-The-Sea was called to order at 6:09 p.m. Board members present were Jacquelyn Bonanni-Rubino, Robert Fleishman, Brian Kuszmar, Lori Lenoble, Kym Miranda, and Chris Vincent. Also present were Town Manager Linda Connors, Town Attorney Susan L. Trevarthen, and Board Clerk Megan Small.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. APPROVAL OF MINUTES

None.

4. PUBLIC COMMENTS

None.

5. NEW BUSINESS

Town Manager Linda Connors welcomed the members of the Charter Review Board, emphasizing the significance of this advisory body. The Town's Charter is reviewed every 10 years. Board members are asked to examine this document and make thoughtful and thorough recommendations for any changes and updates.

a. Oath of Office

Board Clerk Megan Small provided the members with copies of the Oath of Office for their signatures and administered the Oath at this time.

b. Appointment of Chairperson

Mr. Fleishman nominated former Mayor Chris Vincent as Chair. Mr. Kuszmar seconded the nomination. In a show of hands, Mr. Vincent was unanimously elected as Chair.

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c. Appointment of Vice-Chairperson

Mr. Fleishman nominated Brian Kuszmar as Vice Chair. Ms. Bonanni-Rubino seconded the nomination. In a show of hands, Mr. Kuszmar was unanimously elected Vice Chair.

d. Training – Public Records, Sunshine Law & Ethics

Town Attorney Susan Trevarthen introduced Judelande Jeune, an associate with her firm, who provided training for the Board members. She began with the Sunshine Law, which is governed by Section 286.011 of Florida Statutes. It states that all meetings of any board in the state of Florida must be open to the public, reasonable notice must be provided, and minutes must be taken.

The purpose of the Sunshine Law is to ensure that decisions by a public body are made in an open forum that is accessible to the public. A decision is defined as an official action which may include but is not limited to recommendations, discussions, and deliberations. A meeting is defined as any formal or informal gathering of two or more members of the same body to discuss matters that may foreseeably be included in an upcoming agenda. A quorum is not necessarily required to constitute a meeting, and the members must be on the same board. The location of the meeting is not relevant and includes contact in writing, such as email or social media.

The subject matter to be discussed at a meeting includes any matters which may foreseeably come before an advisory body for discussion. In the case of the Charter Review Board (CRB), this may include current Charter provisions, proposed Charter amendments, and other aspects of Town business that interact with or implement the Charter.

Attorney Jeune offered the example of two or more members of the CRB attending a civic association meeting. If more than one member of the CRB is present, that can be considered a meeting. She advised against this activity, recommending that if two members attend a meeting and are asked, for example, to provide an update on CRB business, one of the two members must step outside to ensure no meeting has occurred.

Board members may not conduct private discussions of Board business over the telephone or email. A Board member may send only a one-way communication without violating the Sunshine Law.

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Consequences for violations of the Sunshine Law include fines not to exceed $500. A knowing violation of the Sunshine Law means the member in violation could be found guilty of a misdemeanor of second degree per Florida Statutes. Individuals who violate the Sunshine Law may be subject to jail time and a fine as well as responsibility for court fees.

A question was asked regarding how Board members are permitted to communicate with one another outside of meetings. Town Attorney Trevarthen advised that the best means of communication is on the record at Board meetings. Should an issue arise between meetings, Town Staff may serve as a conduit for communication to the Board members. She emphasized that members responding to emails, for example, may communicate only with Staff members rather than with one another.

Town Attorney Trevarthen continued that the Board members may choose to create their own separate email addresses for the purposes of Board business. All Town communications would go through these separate addresses.

Attorney Jeune continued that Public Records Law is governed by Florida Statute Chapter 119. Public records include all documents, including letters, maps, films, photos, and recordings made or received pursuant to law or Ordinance in connection with the transaction of official business. These records are considered relevant even if they are not stored in a Town-owned property: while they may be stored in personal email accounts, once that email account has been used to send an email related to Board business, it becomes a public record.

Digital records include information stored in a public agency's computer. Notes taken by Board members would be considered part of the public record. Email messages made or received by an agency employee in connection with official business are also public record, such as emails sent by the Board Clerk.

Other items considered to be public record include texts and social media posts on any platforms. Any posts, images, or other materials which meet the standards for public records must be retained throughout the course of the individual's participation on the Board, as well as for an established period after service on the Board has concluded. The Town Clerk will oversee most public record requests and work with members if necessary to provide those records.

If a public records request is made, the requester is not required to show a legitimate or non-commercial interest as a condition of access. Should a public records request be

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made of the CRB, it does not have to be consistent with the purpose served by the Board. Unless authorized by another statute, an agency may not require that public records requests be submitted in writing, and the requester is not required to share their identity.

When a public records request is made, the custodian of records must promptly acknowledge it and respond in good faith. There is a timeline by which reasonable efforts must be made to provide the record.

In order for an agency to withhold a record from disclosure, it must be under statutory exemption. Only the Florida Legislature may create these exemptions. Examples of exemptions are included in Chapter 119 of Florida Statutes and include information such as bank account, credit card, or Social Security numbers. Items not considered to be public records do not need to be provided by Board members. There is also a difference between public and confidential records.

Chair Vincent asked if it would be best for Staff to establish email addresses specifically intended for use in Board business. Staff would also be able to monitor these addresses should it become necessary for purposes related to public records requests. Town Manager Connors confirmed that the Town can provide email addresses. There was consensus from the Board members to proceed in this manner.

Town Attorney Trevarthen clarified that this would mean the Board members will be provided with Town email addresses. If there is an inquiry into public records, this could be handled directly by the Town. The addresses are to be used for Board business only and can be posted to the Town's website.

Attorney Jeune next addressed Ethics Law, which is governed by Chapter 112 of Florida Statutes. Ethics are defined as of or relating to moral actions, conduct, motive, or character professionally right or befitting. Members are encouraged to reach out to the Town Attorney with any ethical concerns or questions.

Ethics as discussed in the Florida Constitution are primarily related to requirements for financial disclosure and reporting, campaign finance reporting, and imposing the forfeiture of pensions. Local governments, as well as Broward County, have different ethics rules that must also be followed. The Code of Ethics for public officers and employees is governed by Chapter 112 of Florida Statutes.

Attorney Jeune advised that most ethics issues the Board may encounter will involve voting conflicts of interest. Individuals may not participate or vote on an item if that vote

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would mean they receive special or private gains. This conflict would also apply to close relatives or business associates.

When a conflict exists, the Board member must disclose the nature of the conflict in advance of the meeting or as soon as they discover it. If a conflict is perceived, the member should contact Town Staff. The individual must also publicly announce the nature of the conflict before the item is heard, and must refrain from participating in discussion of the item. They must also file a memo of conflict with the Board Clerk within 15 days after the vote occurs.

There are also restrictions in Florida Statutes on the receipt of gifts if that gift is related to the work done by the Board. Gifts with a value of less than $100 do not need to be reported; if a gift is over $100 and is not given by a political committee, lobbyist, or vendor, it may be accepted but must be reported. Gifts over $100 from one of those three entities may not be accepted. Board members may not solicit or accept anything of value from any party based upon the understanding that their vote, official action, or judgment would be influenced.

Penalties for violating Ethics Code include impeachment, public censure, or reprimands. There may also be civil penalties which may not exceed $10,000. Town Code also permits removal of advisory body members from those advisory entities as a penalty.

The Florida Commission of Ethics provides rules and guidelines which determine voting conflict or ethics violation. The Broward County Inspector General may also investigate ethics violations.

Chair Vincent asked if it would be necessary for the CRB to implement a Code of Conduct which may follow the requirements of the Commission on Ethics. Town Attorney Trevarthen replied that she did not see a need for a Code of Conduct, as the ethics requirements are generally applicable rules applying to advisory bodies. The County rules do not apply to Board members.

e. Board Rules and Procedures

Town Attorney Trevarthen explained that the CRB will follow the same meeting procedures as the Town Commission, as the community is familiar with those procedures. This means a majority of four members would be considered a quorum. Staff also recommends a limit of two unexcused absences for members due to the limited time that the CRB will be active.

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With regard to placing items on the Agenda, a Board member may bring forward an item for consideration, and the Board would vote on whether or not to hear this item. If a member of the public is in attendance and proposes the addition of an item, Staff recommends that the Board first discuss whether or not they wish to take up that item or not. If so, Staff would prepare backup information on that item and schedule it for placement on an Agenda.

Proposed meeting dates are based on previous coordination between Staff and the Board members. Meetings will be held on the first Tuesday of each month. These dates were included in the members' backup materials. Town Attorney Trevarthen noted that the Town typically takes a recess from public meetings during the month of August, which means the Board may determine whether they would like to follow the same practice. In addition, the September 2025 meeting date immediately follows the Labor Day holiday, and the Board may wish to adjust that date.

The CRB is expected to complete its work by April or May 2026. This gives them ample time to make recommendations to the Commission for their deliberation and possible proposal as Ordinances in time to place those items on the November 2026 ballot.

Chair Vincent noted that even if an item discussed by the Board is not recommended to the Commission, the Commission may look at and consider that item. Town Attorney Trevarthen confirmed that the CRB's function is to provide their best judgment to the Commission. At the conclusion of the Charter review process, the Commission will ultimately decide how to proceed with the results of the Board's work. They may not move forward with all items recommended by the Board, or may take up items the Board discussed but did not recommend.

A correction was noted to p.9 of the Board Rules and Procedures: the recommended quorum is four rather than five members.

A question was also asked regarding whether or not Board members may discuss Board business with members of the Town Commission. Town Attorney Trevarthen explained that members may speak with individual Commissioners as much as they like without violating the Sunshine Law. This is because the Board members serve a different public advisory body from the Commission. She cautioned, however, that both the Board member and the Commissioner must take care not to serve as a conduit between the two entities.

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A motion was made, and duly seconded, to approve the Board Rules and Procedures as listed. Motion carried 6-0.

f. Agenda Topics

Town Attorney Trevarthen advised that Town administration has made two requests of the Town Commission regarding the CRB:

- That the Board review the Charter requirement to complete the Town's audit by March of each year, which is significantly earlier than what is required by state law
- That the Board consider the adoption of the "plain English" version of Section 7-1 of the Charter

The Commission agreed to have the CRB address both of these items.

Town Attorney Trevarthen explained that the current language in Section 7-1 is dense and complex. The previous Charter Review Board had struggled with this Section and requested that it be translated into clearer, more understandable language. She had worked with the Board to develop a recommended version, although the Commission ultimately did not choose to place that item on the ballot. The Town continues to refer to the recommended language to help with the day-to-day administration of Section 7-1.

In addition to those two specific requests, the Board will adopt a similar process to what was done by the previous CRB. They will address the Charter bit by bit, beginning with one to two Sections at the March 2025 meeting. Staff would prepare documentation with the relevant information about those Sections and provide a brief introduction to them for the Board. The Board will then discuss the Sections and determine whether or not to move forward with any proposed changes. This may take multiple meetings.

Chair Vincent recommended proceeding in numerical order through the Sections of the Charter. Town Attorney Trevarthen noted that the two items requested by the Commission would be folded into discussion of their Sections.

6. OLD BUSINESS

None.

7. UPDATES / BOARD MEMBER COMMENTS

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It was requested that the process for placing an item on a meeting Agenda be further clarified. Town Attorney Trevarthen replied that if Sections 1 and 2, for example, are to be discussed at the March meeting, Staff would take members' suggestions on those two Sections at that meeting. Another option is for the members to have a more open dialogue at the March meeting to discuss items which they would like to address. Members may reach out to Town administration or the Board Clerk with these requests as well. There may also be time scheduled at future meetings for a more wide-ranging conversation on these items.

Town Manager Connors stated that the information packet printed for the Board members is also available online. Staff typically sends members an email including a link to that packet; if they would prefer a printed copy, this may be provided and delivered to the members' homes the Friday before each meeting.

Chair Vincent asked if it would be possible to provide the link or physical copy at an earlier date, such as the Wednesday before each meeting, to allow for more review time. Town Manager Connors confirmed that Staff would try to meet this goal, and if it is not possible, would send an email to the members advising them to expect the link or copy on Friday.

Town Manager Connors added that she would email the Board members with their Town email addresses.

A question was asked whether the Agenda for each meeting will be posted on the Town's website. It was confirmed that this will be done as part of the public notice process.

8. ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned at 7:04 p.m.

Chris Vincent
_____
Chairperson Chris Vincent

Megan Small
_____
Megan Small, Clerk

4/17/2025 | 10:10 AM EDT
_____
Date Signed

Town of Lauderdale-By-The-Sea

Charter Review Board Meeting

Agenda

Tuesday, March 4, 2025

6:00 PM

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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Charter Review Board Meeting

Tuesday, March 4, 2025, 6:00 PM
Jarvis Hall 4505 N. Ocean Drive, 33308

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **APPROVAL OF MINUTES**
   - **3.a.** Approval of Minutes for 2-4-25 Charter Review Board meeting.
4. **PUBLIC COMMENTS**
5. **NEW BUSINESS**
   - **5.a.** Discussion of Article 1 - Transition From Abolished Town
   - **5.b.** Discussion of Article 2 - Corporate Powers
   - **5.c.** Discussion of Article 3 - Administration and Legislation
6. **OLD BUSINESS**
7. **UPDATES/BOARD MEMBER COMMENTS**
8. **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

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TOWN OF LAUDERDALE-BY-THE-SEA
CHARTER REVIEW BOARD MEETING
Jarvis Hall
4505 N. Ocean Drive
Tuesday, March 4, 2025
6:00 PM

1. **CALL TO ORDER**

The Charter Review Board for the Town of Lauderdale-By-The-Sea was called to order at 6:00 p.m. Board members present were Chair Chris Vincent, Vice Chair Brian Kuszmar, Jacquelyn Bonanni-Rubino, Robert Fleishman, Lori Lenoble, Kym Miranda, and Patrick Ucci. Also present were Town Attorney Susan L. Trevarthen and Board Clerk Megan Small.

Board member Patrick Ucci, who was not present at the February 4, 2025 meeting, was sworn in at this time.

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

3. **APPROVAL OF MINUTES**

   a. **Approval of Minutes for 2-4-25 Charter Review Board Meeting.**

Ms. Miranda made a motion, seconded by Mr. Fleishman, to approve. In a voice vote, the motion passed 7-0.

4. **PUBLIC COMMENTS**

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

5. **NEW BUSINESS**

Chair Vincent requested clarification of how the Board would address specific sections of the Charter going forward. Town Attorney Susan Trevarthen recalled that at the previous meeting, the Board had agreed to proceed on an article-by-article basis, with members bringing forward any proposals as each article is discussed.

   a. **Discussion of Article 1 – Transition from Abolished Town**

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Judelande Jeune, an associate of the Town Attorney, explained that this Article typically includes provisions to ensure a smooth legal and administrative transition, including Ordinances that will continue from the previous government to the new government, transition of assets and liabilities, and establishment of the new municipality.

It was asked if all portions of Article 1 continue to be relevant, such as Section 1.4, which addresses officers held over. Town Attorney Trevarthen advised that while this Section's purpose was historical, she would not recommend its repeal, as it establishes that the Town was properly created and assumed all powers from the former municipality.

A question was also asked regarding whether there have been any changes to streets, highways, or public grounds, as referred to in Section 1.6, since the adoption of the Charter. Town Attorney Trevarthen replied that the Town created its current boundaries through various maneuvers, including special acts of the Florida Legislature. She recalled that this required three separate annexations. No new streets have been created.

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

Motion made by Mr. Ucci, seconded by Ms. Lenoble, that the Board recommends no changes to Section 1. In a voice vote, the motion passed 7-0.

b. Discussion of Article 2 – Corporate Powers

Attorney Jeune explained that this part of the Charter outlines the legal powers and authorities granted to a municipal corporation. This Article typically includes provisions such as municipal powers, home rule authority, property and land use powers, and Police and public safety powers. It may also include miscellaneous powers such as the following:

- Provisions for economic development
- Environmental protections
- Zoning and planning authority

Article 2 also establishes the Town's geographic boundaries, defines terms used throughout the Charter, dictates the wording of the Town's seal, and provides for regulatory jurisdiction and ownership of Town property and assets. No changes to this Article were recommended.

Vice Chair Kuszmar requested clarification of the most recent time the Town's boundaries were checked. He also asked if incorrect aspects of the boundaries could create any

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future problems for the Town. Town Attorney Trevarthen replied that the Charter was substantially reorganized, rewritten, and simplified in approximately 2004, which immediately followed the annexations. All special acts required precise boundaries and descriptions of the new Town. She was not aware of any reason to doubt the accuracy of the description in the Charter.

Town Attorney Trevarthen continued that verifying the boundaries would require a survey, which could be done; she also noted that there may be an existing survey in the Town's official records.

Chair Vincent clarified that the Board's role is not to approve specific items in the Charter, but to review them and make recommendations to the Town Commission.

A question was also asked regarding how ownership of the Town's beach is divided between the Town, the state of Florida, or the federal government. Town Attorney Trevarthen explained that this is a complex issue that is not governed by the Charter. In the 1960s, the Florida Legislature passed a Statute which stated that any beach which had undergone publicly funded beach renourishment would be considered public. She advised that every part of the Town's beach has received publicly funded renourishment since that time, which means it must be publicly accessible.

Town Attorney Trevarthen continued that there are additional considerations that may come into play for various beach settings, including how the beach is used on a daily basis and how the Broward Sheriff's Office (BSO) has chosen to patrol the beach. She acknowledged that ownership of the beach can be surprisingly complicated, but concluded that it is not a Charter issue.

Vice Chair Kuszmar addressed Section 2.5, Jurisdiction, noting that the Town's jurisdiction extends as far as the high tide watermark, while the state of Florida's ownership extends up to three miles seaward, after which jurisdiction becomes federal. The Town is not permitted to legislate beyond the high tide line; however, Section 2.5 states that the Town has the right to legislate within the waterways. He asked if this should be amended for clarification.

Town Attorney Trevarthen stated that there are several legal concepts involved: for example, while public trust doctrine shows the Town's jurisdiction ending at the high tide line, the aforementioned Florida Statute converts the dry beach into public land. There is also a practical aspect, as it is not feasible for the State Legislature to micromanage Florida's shoreline. The state expects the Town to manage the beach.

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Chair Vincent noted that Section 2.4 addresses the Town's seal, and requested clarification of the legal status of the Town's incorporation. While the seal includes a reference to 1947, there is some confusion over whether or not this date should be 1949. Town Attorney Trevarthen replied that she did not know, but suggested that the official Town records could be consulted if that is the Board's wish.

It was clarified that no changes were recommended for Article 2.

Ms. Bonanni-Rubino made a motion, seconded by Ms. Miranda, to accept the Article as presented. In a voice vote, the motion passed 7-0.

c. Discussion of Article 3 – Administration and Legislation

Attorney Jeune explained that Article 3 addresses administration and legislation, which are typically defined within a Charter as the structure, powers, and functions of the municipality's administrative and legislative branch. It may include the roles of elected officials and appointed officers, as well as legislative procedures.

Common provisions in this Article include:

- Forms of government
- Size of the governing body
- Terms of the governing body
- Qualifications for service on the governing body

Article 3 of the Town's Charter states that the Town has elected to adopt a Commission/Manager base form of government. It also specifies a five-member Town Commission which is elected at large by majority vote. A candidate for Commissioner must be at least 18 years old and must live in the Town for at least six months immediately prior to running for office. Commissioners must reside within one of the Town's two electoral districts and must remain residents of that district during their terms.

The Charter also allows the Commission to establish ethical standards, vests the legislative powers of the Commission, and empowers the Commission to determine how the Town's power may be exercised by Resolution or Ordinance.

Attorney Jeune concluded that Article 3 is legally sufficient; however, the Board may wish to consider whether or not to revisit any policies.

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

Town Attorney Trevarthen recalled that in an earlier time, Town Commissioners were elected not only to serve on the Commission but to run the Town's specific Departments at the same time. This has been replaced by a more modern practice, which ensures that the Commission operates primarily as a legislative body and employs a Town Manager with the authority to administer and follow the direction given by the Commission.

Vice Chair Kuszmar asked if other municipalities of similar size to Lauderdale-By-The-Sea have made improvements to their Charters that the Town may wish to consider. Town Attorney Trevarthen replied that some research has been done on Charters of similarly situated Broward County municipalities, which showed that it is typical to have a five-member Commission, a residency requirement of six months to one year, and a qualifying age of 18 to 21 years.

Chair Vincent addressed Section 3.6, Non-Interference with Town Administration, pointing out that authority over personnel decisions is granted to the Town Manager by the Commission. He requested clarification of the "Strong Mayor" form of government and what that would involve.

Town Attorney Trevarthen replied that there are multiple examples of this form of government throughout South Florida, typically occurring in larger communities. The meaning of a Strong Mayor government is dictated by how it is written in the municipality's Charter; for example, the Mayor of Sea Ranch Lakes cannot vote, but is involved in the city's day-to-day operation. In the City of Plantation, the Mayor hires a City Manager who is accountable solely to the Mayor.

Town Attorney Trevarthen emphasized that every municipality with a Strong Mayor government will define the Mayor's powers differently. In Lauderdale-By-The-Sea, the Mayor is elected separately from the members of the Commission, which can be considered a minor step toward having a stronger Mayor. In other examples, such as the Broward County Board of County Commissioners, all Commissioners are elected and then select the individual who will serve as Mayor.

Ms. Miranda suggested that the Board consider recommending an increase to the Town's domicile requirement from six months to 12 months. She felt the Town's unique nature can make six months' residency somewhat premature for an elected official.

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Chair Vincent asked if six months' residency is considered standard for most local municipalities. Town Attorney Trevarthen replied that both six and 12 months' residency is common in South Florida.

A question was also asked regarding the definition of "domicile," such as whether a resident could live elsewhere for some time while their homesteaded property is undergoing renovation. Town Attorney Trevarthen replied that this requirement is governed largely by intent, recalling that there have been situations in other municipalities when an elected official moved elsewhere during renovations but maintained their address and voter registration, returning to their domicile once renovations were complete.

In a voice vote, the Board indicated consensus to recommend the Commission consider increasing the residency requirement from six to 12 months.

Town Attorney Trevarthen advised that the Articles to be presented at subsequent meetings will cover more lengthy topics, including administration and elections.

6. OLD BUSINESS

None.

7. UPDATES / BOARD MEMBER COMMENTS

Chair Vincent emphasized the importance of the Charter to the Town, and encouraged interested residents to attend future meetings and/or provide feedback.

Vice Chair Kuszmar advised that he would like to make some proposals in advance of those Articles' appearance on Board Agendas. This could provide members with some early knowledge of proposed changes. The Vice Chair explained that this would prevent members from being caught by surprise when certain issues are raised, and would provide additional time to consider them.

Town Attorney Trevarthen stated that one option would be for the Board members to discuss these types of proposals at the meetings themselves. Another option would be for Vice Chair Kuszmar to communicate his proposals in writing to Staff, who would then attach these to the Agendas at which the appropriate Articles will be discussed. She cautioned that if the second option is selected, members may not respond to those attachments, but would need to wait until the Board meets to discuss them.

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It was determined that the Board's Agendas would be provided to the members on the Thursday preceding their meeting, which would mean any members with specific proposals must send them to Staff in advance of that day. Vice Chair Kuszmar indicated that he would be willing to provide some information on upcoming proposals during Board Member Comments at the end of each meeting. He emphasized that these would be informal comments that would allow the members to consider those issues further before the next meeting.

It was clarified that the Board would review Article 4 and possibly Article 5 at the next meeting. Article 4 includes Initiative and Referenda, while Article 5 addresses Town Officers and Employees.

Vice Chair Kuszmar stated that one issue he has heard from other residents is the suggestion that the Town remove its Commission Districts. He wished to discuss the need for those districts. Town Attorney Trevarthen clarified that this is part of Article 6.

It was asked whether or not the Board members would see presentations on the upcoming Articles at the meetings at which they are discussed, or if they would immediately begin discussion of those Articles. Town Attorney Trevarthen observed that as the Board addresses parts of the Charter which directly affect the day-to-day administration of the Town, it may be more likely that recommendations are made; the three Articles reviewed at today's meeting, however, are more straightforward. She added that the Vice Chair's suggestion would mean members may indicate their intent to offer ideas or request more discussion of certain items.

Town Attorney Trevarthen suggested that the Board adopt a standard practice of mentioning upcoming issues of interest during Board Member Comments. It was further clarified that the Board would not deliberate on these issues during Comments, but would provide advance notice of their wish to discuss them in the future.

Town Attorney Trevarthen also noted that meetings may increase in length as more weighty issues are discussed, and members of the public may attend to share their comments as well.

8. ADJOURNMENT

The meeting was adjourned at 6:58 p.m.

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Lauderdale-By-The-Sea
Charter Review Board
March 4, 2025

Chris Vincent
_____
Chairperson Chris Vincent

Megan Small
_____
Megan Small, Clerk

4/17/2025 | 10:10 AM EDT
_____
Date Signed

Town of Lauderdale-By-The-Sea

Charter Review Board Meeting

Agenda

Tuesday, April 1, 2025

6:00 PM

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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Charter Review Board Meeting

Tuesday, April 1, 2025, 6:00 PM
Jarvis Hall 4505 N. Ocean Drive, 33308

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **APPROVAL OF MINUTES**
   - **3.a.** Approval of Minutes for 3-4-25 Charter Review Board meeting.
4. **PUBLIC COMMENTS**
5. **NEW BUSINESS**
   - **5.a.** Discussion of Article 4 - Initiative and Referendum
   - **5.b.** Discussion of Article 5 - Town Officers and Employees
6. **OLD BUSINESS**
7. **UPDATES/BOARD MEMBER COMMENTS**
8. **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.

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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.

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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

Approved

TOWN OF LAUDERDALE-BY-THE-SEA
CHARTER REVIEW BOARD MEETING
Jarvis Hall
4505 N. Ocean Drive
Tuesday, April 1, 2025
6:00 PM

1. **CALL TO ORDER**

The Charter Review Board for the Town of Lauderdale-By-The-Sea was called to order at 6:00 p.m. Board members present were Chair Chris Vincent, Jacquelyn Bonanni-Rubino, Robert Fleishman, Lori Lenoble, and Kym Miranda. Also present were Town Attorney Susan L. Trevarthen and Board Clerk Megan Small.

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

3. **APPROVAL OF MINUTES**

   a. **Approval of Minutes for 3-4-25 Charter Review Board meeting.**

It was noted that the spelling of Ms. Lenoble's first name would be corrected in the March 4, 2025 minutes.

A motion was made, and duly seconded, to approve [as corrected]. In a voice vote, the motion carried 5-0.

4. **PUBLIC COMMENTS**

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

5. **NEW BUSINESS**

   a. **Discussion of Article 4 – Initiative and Referendum**

Judeland Jeune, an associate of the Town Attorney, explained that this Article typically outlines the procedures by which citizens may directly participate in the legislative process through initiative and referendum. It outlines how citizens may petition for a referendum or initiative if they wish to place an Ordinance before the Town Commission.

Article 4 provides Town citizens with the power to initiate and reconsider Ordinances, as well as the power to initiate referendums. It provides the timelines in which petitions must be submitted to the Town Clerk, as well as timelines for review by the Town Clerk, Town Attorney, and Commission.

Because these timelines are relatively brief, the Town has been in discussions with the Broward County Supervisor of Elections regarding these timelines and is awaiting feedback. The Town wishes to ensure that its timelines are consistent with those required by the Supervisor of Elections for the submission of ballots for elections. Once feedback from the Supervisor's office is available, Town Staff can bring suggestions for adjusting these time frames before the Charter Review Board (CRB).

Staff would also like the Board to consider a Charter review question that would account for scriveners' errors or other amendments, such as citations of Florida Statutes which have been amended or are no longer in effect. Chair Vincent observed that the Board seems to have sufficient time to await and consider feedback from the Supervisor of Elections when it is provided.

Ms. Miranda addressed Article 4, Section 4.5, requesting clarification of why the word "finally" was inserted in relation to initiatives or petitions for the repeal of existing Ordinances. Town Attorney Susan Trevarthen explained that this refers to the completion of the process by the Commission.

No changes to the text of Article 4 were proposed at this time, with the understanding that Staff would come back to the Board at the end of their process with any identified scriveners' errors or other minor items. Any question regarding these items would be written to encompass all of them.

Chair Vincent asked if deadlines for initiatives or referendums are common throughout municipalities. Town Attorney Trevarthen confirmed that it is common for Charters to provide for the right of initiative or referendum, although variations in these processes can be expected. In Lauderdale-By-The-Sea, ten residents are sufficient to begin this process; they must then circulate a petition to be signed by 10% of the registered electorate. The petition then comes to the Town to be reviewed for sufficiency.

Chair Vincent requested clarification of the procedure for a special election. Town Attorney Trevarthen pointed out that the Town's Charter clearly restricts the time frame in which changes may be made under Section 7.1. If the item is not subject to Section

7.1, the Commission may hold special elections at its pleasure if they wish to have the voters make a decision on items separate from the general election ballot.

At this time Chair Vincent opened public comment, which he closed upon receiving non input.

Ms. Bonanni-Rubino made a motion, seconded by Ms. Miranda, to move forward with the item as presented. In a voice vote, the motion carried 5-0.

It was clarified that the Board's **motion** acknowledges that Staff will bring technical or timeline errors back to them at a later time.

b. Discussion of Article 5 – Town Officers and Employees

Attorney Jeune explained that Article 5 outlines the organization and operation of the Town's administrative structure, including the roles and responsibilities of the Mayor, the Commissioners, Town Manager, Town Clerk, and Department heads. It governs how these officials and Department heads are selected and appointed. Terms of office are included in Article 6 rather than in Article 5.

Article 5 also outlines the duties and responsibilities of specific officers, including personnel management and organizational structure. It establishes the qualifications for and role of the Town Manager, the processes of appointment or removal, what the Town must do in the event of absence or disability, and the duties of that role. It also establishes the roles of the Mayor and Commissioners in presiding over Town meetings and representing the Town in ceremonial or legal processes. While Article 5 outlines the positions of Town Attorney, Town Clerk, and others, it does not go into depth regarding those roles and how they function.

As the Charter is currently written, the Town Manager has the authority to audit and to submit that audit within six months of the end of the fiscal year, which is September 30; however, Florida Statute Section 218.32 establishes a nine-month deadline. Staff recommends that the Board consider extending the audit submission period from six to nine months.

Chair Vincent recommended that the Board advance Staff's recommendation of changing the audit deadline from six to nine months to the Town Commission for further review. He noted that the Commission has also discussed the duties and qualifications of a Town Manager numerous times. Town Attorney Trevarthen recalled that in 2014, language was

added to allow for alternative equivalent abilities in administration by the Town Manager. This change was approved by the voters.

At this time Chair Vincent opened public comment, which he closed upon receiving non input.

The Board agreed by unanimous consensus to advance Staff's recommendation to change the audit deadline for consistency with Florida Statutes.

6. OLD BUSINESS

None.

7. UPDATES / BOARD MEMBER COMMENTS

Town Attorney Trevarthen recalled that at the March 2025 meeting, the Board had determined that this Agenda Item would serve as an opportunity for any Board member to bring forward ideas about future Charter Sections.

Chair Vincent requested additional information on terms. Town Attorney Trevarthen clarified that terms are included in Article 6, adding that at the March meeting, the Vice Chair had suggested that the Board evaluate whether or not to maintain the Town's North and South Commission Districts.

Chair Vincent advised that he has spoken at length with previous Mayors and Commissioners, as well as with residents, regarding a potential change to terms of public service. The Town provides for up to two consecutive four-year terms for Commissioners and up to three consecutive two-year terms for Mayor. He stated that the Town's dynamics have changed over the last several years, and pointed out that two-year terms require a Mayor to begin running for office again as soon as they are elected, with little time to put forth a platform or agenda. This can detract from the Mayor's ability to do their job as an elected official.

Chair Vincent proposed that the Board recommend moving this issue to the Commission for further discussion and consideration of having the Mayor serve two four-year terms. This term would be equal with those of the Commissioners.

Town Attorney Trevarthen advised that these terms were written in that way to ensure that a majority of the Commission would be on the ballot every two years. This decision

is not legally mandated. If the Board wishes to suggest this change to the Commission, this would fall under the discussion of Article 6. It would also mean changing the overall term limits, as an individual would be able to serve two four-year terms as Commissioner followed by two four-year terms as mayor. She confirmed that Staff can prepare materials for discussion of this option at the next meeting.

Town Attorney Trevarthen continued that the Town's rules also state that once an individual has served as Mayor, they may not serve as Commissioner.

Chair Vincent encouraged the Board members to reach out to past elected officials for additional input on this suggestion.

Mr. Fleishman recalled that the Town had initially added the limit of three two-year terms for Mayor because a previous Mayor had served in that position for several years and had not wanted to leave office. This had led to the clarification of terms in 2006.

It was noted that one item to be advanced to the Commission included a possible change in the residency requirement from six months to 12 months. Section 6.3.1 reflects the current six-month time period and would need to be changed for consistency.

Mr. Fleishman asked if it would be feasible to change the term of a sitting Mayor from three two-year to two four-year terms. Town Attorney Trevarthen advised that Staff would need to examine this further before advising the Board.

It was determined that only Article 6 would be discussed at the next Board meeting.

8. ADJOURNMENT

The meeting was adjourned at 6:32 p.m.

_____
Chairperson Chris Vincent

_____
Megan Small, Clerk

_____
Date Signed

Town of Lauderdale-By-The-Sea

Charter Review Board Meeting

Agenda

Tuesday, May 6, 2025

6:00 PM

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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Charter Review Board Meeting

Tuesday, May 6, 2025, 6:00 PM
Jarvis Hall 4505 N. Ocean Drive, 33308

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **APPROVAL OF MINUTES**
   - **3.a.** Approval of Minutes for April 1, 2025.
4. **PUBLIC COMMENTS**
5. **NEW BUSINESS**
   - **5.a.** Discussion Of Article 6
6. **OLD BUSINESS**
   - **6.a.** Review Of Board Recommendations
7. **UPDATES/BOARD MEMBER COMMENTS**
8. **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

Approved

TOWN OF LAUDERDALE-BY-THE-SEA
CHARTER REVIEW BOARD MEETING
Jarvis Hall
4505 N. Ocean Drive
Tuesday, May 6, 2025
6:00 PM

1. CALL TO ORDER

The Charter Review Board for the Town of Lauderdale-By-The-Sea was called to order at 6:10 p.m. Board members present were Vice Chair Brian Kuszmar, Jacquelyn Bonanni-Rubino, Robert Fleishman, and Kym Miranda. Also present were Town Attorney Susan L. Trevarthen and Board Clerk Megan Small.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. APPROVAL OF MINUTES

a. Approval of Minutes for April 1, 2025.

Motion made, and duly seconded, to approve the minutes as written. In a voice vote, the **motion** passed unanimously.

4. PUBLIC COMMENTS

At this time Vice Chair Kuszmar opened public comment, which he closed upon receiving no input.

5. NEW BUSINESS

a. Discussion of Article 6

Judelande Jeune, associate of the Town Attorney, stated that Article 6 addresses elections. For most Florida municipalities, this Article establishes qualifications and filing requirements for candidates for local office. It also describes the process for addressing election-related vacancies. Some Charters also include language stating that elections shall be non-partisan in nature, specify the durations and commencement of terms of

elected officials, and include provisions to ensure compliance with applicable state election laws and procedures.

Section 6.1 establishes that the Mayor/Commissioner is elected for a two-year term and that voting is conducted at large based on the Town's northern and southern districts. Section 6.2 states that by the Commission shall designate a Vice Mayor, who will serve if the Mayor is not available.

Section 6.3 includes qualifications for Commissioners, which include the requirement that the candidate must be a Town citizen. While the current language refers to a six-month residency requirement, the Charter Review Board (CRB) has previously voted to change this requirement to one year. A candidate must be a registered voter under Florida law.

Section 6.3 also clarifies that Commissioners may not run for or be appointed to the same Commission seat if they have already served in both of the two prior consecutive four-year terms for that seat, unless they take a two-year break from holding office.

Section 6.4 includes qualifications for candidates including the requirement to take an oath and pay a qualification fee in accordance with state law. This language is included in most charters throughout the state of Florida.

Sections 6.5 through 6.10 include provisions addressing vacancy procedures. Section 6.5 defines that vacancies may occur due to death, resignation, lawful removal, or forfeiture. Forfeiture must be declared by the remaining Commission members. Section 6.6 outlines grounds for forfeiture, which include loss of qualifications, ethical violations, felony convictions, missing four consecutive meetings without excuse, or being unable to perform duties for more than three months.

Section 6.7 provides the process for public hearing of a forfeiture case. The Commissioner may challenge the forfeiture, and a unanimous vote of the Commission is required in order for forfeiture to take place.

Section 6.8 details how vacancies are filled, depending upon the remaining duration of the term. Section 6.9 outlines the scenario for extraordinary vacancies, in which case Florida's Governor may appoint an interim Commission if all members are removed. Section 6.10 addresses candidacies for elected office, specifying that if a candidate withdraws, dies, or is removed post-qualification and fewer than two candidates remain, the remaining candidate is automatically elected.

Attorney Jeune recalled that topics previously requested by the CRB for discussion include the removal of residential district requirements and changing the Mayor's term of office from two to four years.

At this time Vice Chair Kuszmar opened public comment, which he closed upon receiving no input.

Vice Chair Kuszmar commented that when the Town's districts were originally established, the Town had recently annexed a section of condominiums near Sea Ranch Lakes. He pointed out, however, that this was a long time ago, and he no longer saw a need for establishing districts. The Vice Chair suggested that if the districts remain, they should be more closely defined.

Town Attorney Susan Trevarthen advised that the Board members should discuss the residential districts to determine whether or not there is consensus to remove this concept. Should they decide to eliminate districts, the Commission seats would remain but would be described differently. This could also mean that all five Commissioners could live within the same area of the community. She recommended considering the implications of removing the residential districts.

Should the Board decide to retain the districts, Town Attorney Trevarthen also recommended that they review the Charter's standard for where the district lines are drawn.

Attorney Jeune noted that the Board members received a memorandum from Staff presenting potential pros and cons of an at-large system. The majority of Broward County municipalities operate at-large districts, and some include a combination of at-large and district systems.

Vice Chair Kuszmar observed that larger municipalities are likely to have a need for different districts and areas; however, as Lauderdale-By-The-Sea is a small town, he was in favor of the cohesive nature of at-large voting. He requested input from the other Board members.

Ms. Miranda advised that while she had previously expressed interest in eliminating the Town's districts, upon further consideration she had determined that there are different needs for residents of the north, south, and central portions of the Town. She was currently in favor of retaining representation that is familiar with these needs.

Ms. Bonanni-Rubino agreed that there may be different concerns for residents in the Town's different districts, which could lead to dissatisfaction among those residents. Mr. Fleishman also agreed, pointing out that the needs of the northern district may be different from the needs of the southern district. He was also in favor of retaining the districts so the Commissioners that represent them can advocate for those residents' concerns.

Vice Chair Kuszmar advised that he had proposed elimination of the districts due to the small size of the community, as the districts could limit individuals' abilities to run for local office. He also expressed confidence that no Commissioners would take action that is contrary to the needs of residents in the district they do not represent. Mr. Fleishman reiterated that the districts allow for better understanding of the Town's neighborhoods.

Town Attorney Trevarthen stated that a motion and vote are not necessary if there is Board consensus, although the Board may wish to formalize some decisions with a vote. It was determined that they would proceed at this time with consensus to retain the Town's districts.

Town Attorney Trevarthen referred the Board members to a note in their backup materials addressing Section 6.1, explaining that the Charter currently requires the Town to hire an entity to perform a study that would develop and revalidate the districts' boundaries over time. The principles established in this Section indicate that the districts should seek to reflect equal population, that their boundaries should be compact and logical, and that they generally avoid discrimination and problems with the policy of "one person, one vote."

Town Attorney Trevarthen continued that in a previous incarnation, the CRB reached out to a representative of Florida Atlantic University (FAU) to review the Town's district boundaries. The representative determined that it was not possible to adjust the boundaries in a manner that would reflect the principles mentioned above. The Sea Ranch Lakes condominium complex is located in the center of the Town, which means a great many votes are located there. Allocating the complex to one district or the other would create a significant imbalance in population, and dividing the complex residents' votes would be contrary to the principles involved in districting, as all the residents of the complex clearly have a community interest.

Once this dilemma became clear, the Commission at that time determined that a redistricting study would not be necessary. Town Attorney Trevarthen concluded that there is now an appropriate moment for the CRB to consider whether or not to retain the paragraph addressing district boundaries, or to substitute language clarifying those boundaries.

Town Attorney Trevarthen explained that if the Town wished to retain its districts, this can be done two different ways:

- Drawing a boundary line for the districts
- Retaining current language which the Town is aware it cannot satisfy

Town Attorney Trevarthen continued that if the Board wishes to draw a boundary line, Staff can bring back additional information so the appropriate language may be refined. She pointed out that the existing boundary has been in place for many years.

Mr. Fleishman commented that many residents of the condominium complex's buildings are not registered voters within the Town, as they reside elsewhere for a portion of the year. He estimated there are approximately 250 to 300 votes in the buildings. He also pointed out that not all of the residents within the condominium complex exercise their right to vote. He concluded that it was unlikely the condominium residents' votes could control an election. Vice Chair Kuszmar added, however, that the condominium's demographics may be subject to change.

Town Attorney Trevarthen reiterated that if the Board wishes to explore a process not reflected in the current Charter language, which is difficult to satisfy, Staff can bring additional information, including a map of the district boundary as well as voting data. She also noted that a bloc of 250 votes is a significant number in the Town, as there are few communities with a similar population. In addition, if the districts are redrawn, they would not be based upon the number of residents who vote in an election, but by the number of eligible and registered voters.

Vice Chair Kuszmar observed that demographic and other changes to a community in either district could have an effect on Town policies. He explained that he had been in favor of eliminating districts because the individual Town Commissioners are not working solely for their own districts, although they may have expertise on concerns and conditions in those districts.

Ms. Miranda requested that this Item be continued at a subsequent meeting so Staff can provide additional language and review of geographical areas to consider. Town

Attorney Trevarthen confirmed that the Board members provided consensus to retain the districts, which would be helpful in further discussion, and were also open to reconsidering how those districts are drawn.

Town Attorney Trevarthen continued that at the April 2025 meeting, Board Chair Chris Vincent had requested discussion of possibly lengthening the mayoral term. At present, the Town provides for three two-year terms. Chair Vincent had suggested a maximum of two four-year terms for a Mayor, which would be the same as the Commissioners' terms. The only practical difference would be that in one election cycle there would be two offices on the ballot, while in the alternating cycle there would be three offices, including that of Mayor. Ms. Jeune further clarified that this proposal would also extend the 14 years' cycle to 16 years, which would require an accompanying revision of language.

Mr. Fleishman commented that the reason behind the three two-year terms was that the Town had previously had a Mayor who had not wished to leave office after a lengthy period of service. When a new Mayor and Commission were elected, they implemented term limits for the office of Mayor.

Mr. Fleishman continued that another consideration was to allow the Mayor the same amount of time as the Commissioners so they would not have to run for office every two years, which can be costly and time-consuming. He concluded that he was in favor of ensuring the Mayor has the same amount of time as the Commissioners.

Ms. Miranda agreed that this change would provide greater consistency and lessen the burden on both mayoral candidates and their constituents. Ms. Bonanni-Rubino agreed as well.

The Board members agreed by unanimous consensus to propose a four-year mayoral term, with a maximum of two terms.

Town Attorney Trevarthen asked if this proposal would be included in the full slate of CRB recommendations. The Board members also agreed to this by consensus.

Mr. Fleishman asked if this would mean a Mayor who has served three two-year terms would be allowed a fourth two-year term. Town Attorney Trevarthen replied that the Board's goal is to prepare potential questions that would be included on the November 2026 general election ballot. If this plan is followed, the current Mayor, for example, would be eligible to run for another term in 2026, as he would have just finished his first

two-year term in that office. Because the office of Mayor would be on the same ballot as the question regarding mayoral terms, the winner of that election would either get a two-year or four-year term, depending upon the outcome of the Charter question.

Town Attorney Trevarthen added that the ballot question could be written in a manner clarifying that, should the current Mayor run for reelection, his first two-year term would not prevent him from serving a second term of four years.

Attorney Jeune advised that there are two additional items for consideration under Article 6. One of these addresses language in Florida Statutes Chapter 50, which allows for legal advertisement and public notice to be published on a publicly accessible website. Section 6.7 of the Town's Charter currently requires that forfeiture hearings be published in a newspaper of general circulation. The Town has adopted an Ordinance which provides for notice on publicly accessible websites, but has not yet amended the Charter, as the CRB was not convened at that time. Lauderdale-By-The-Sea does not have a newspaper of general circulation.

Town Attorney Trevarthen clarified that the Town may continue to provide newspaper notice; however, it is presently mandated by the Charter. The suggestion is to consider removing the mandate.

Vice Chair Kuszmar requested clarification of the purpose of posting notice in a newspaper. Town Attorney Trevarthen explained that the question is specific to forfeiture of office by a Commissioner or Mayor. The written procedure documented in the Charter provides for these notices to ensure the general population is aware of the forfeiture hearing.

The Board members agreed by consensus to amend the Charter's language to remove the requirement for newspaper notice.

Attorney Jeune continued that Staff also recommends amending the Charter to explicitly include state law to govern municipal elections. This provides extra protections for Town personnel as well as how elections are conducted.

Town Attorney Trevarthen added that because there has been contention in other local governments regarding language which clarifies that state law governs local elections, her recommendation was to include this language in the Charter to ensure clarity. The Board members also agreed to this change by consensus.

6. OLD BUSINESS

a. Review of Board Recommendations

Town Attorney Trevarthen reviewed a list of all the items recommended by the Board thus far across multiple meetings:

- Section 3.3 and Article 6: change from a six-month to a 12-month residency requirement
- Lengthen the deadline for the Town's audit to nine months in compliance with Florida Statutes
- Address scriveners' errors regarding time frames in relation to initiatives and referenda
- Retain the Town's residential districts
- At the June 2025 meeting, review a map of the current district boundary and related information so the Board can fully understand what it would mean to adopt the existing boundary going forward
- Recommend two four-year terms for the Mayor and draft language so any prior service of a two-year term would not count against a Mayor's ability to serve two four-year terms
- Recommend more generic language regarding public notice of forfeiture hearings
- Recommend addition of a statement indicating that state election law governs local elections

Town Attorney Trevarthen confirmed that information on the district boundary would be provided at the June 2025 meeting, followed by discussion of Article 7. She noted that Article 7 includes three separate dimensions: land use, address and protections of the El Prado property, and advisory bodies.

7. UPDATES / BOARD MEMBER COMMENTS

None.

8. ADJOURNMENT

The meeting was adjourned at 6:58 p.m.

_____
Chairperson Chris Vincent

_____
Megan Small, Clerk

_____
Date Signed

Town of Lauderdale-By-The-Sea

Charter Review Board Meeting

Agenda

Tuesday, June 3, 2025

6:00 PM

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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Charter Review Board Meeting

Tuesday, June 3, 2025, 6:00 PM
Jarvis Hall 4505 N. Ocean Drive, 33308

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **APPROVAL OF MINUTES**
   - **3.a.** Approval of Minutes for May 6, 2025.
4. **PUBLIC COMMENTS**
5. **NEW BUSINESS**
   - **5.a.** Discusssion Of Article 7
6. **OLD BUSINESS**
   - **6.a.** Review Of Charter Review Board Recommendations
7. **UPDATES/BOARD MEMBER COMMENTS**
8. **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.

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PROCEDURES FOR PUBLIC COMMENTS:
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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.

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INVOCATION:
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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

DRAFT

TOWN OF LAUDERDALE-BY-THE-SEA
CHARTER REVIEW BOARD MEETING
Jarvis Hall
4505 N. Ocean Drive
Tuesday, June 3, 2025
6:00 PM

1. **CALL TO ORDER**

The Charter Review Board for the Town of Lauderdale-By-The-Sea was called to order at 6:00 p.m. Board members present were Chair Chris Vincent, Vice Chair Brian Kuszmar, Jacquelyn Bonanni-Rubino, Robert Fleishman, Lori Lenoble, Kym Miranda, and Patrick Ucci. Also present were Town Attorney Susan L. Trevarthen and Board Clerk Megan Small.

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

3. **APPROVAL OF MINUTES**

    a. **Approval of Minutes for May 6, 2025.**

A motion was made, seconded by Vice Chair Kuszmar, to approve. [The motion was approved by consent.]

4. **PUBLIC COMMENTS**

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

5. **NEW BUSINESS**

    a. **Discussion of Article 7**

Judelande Jeune, associate of the Town Attorney, explained that this final Article in the Charter addresses planning and zoning. Many municipalities do not have this type of Article in their Charter; when they are included, they typically provide a framework and authority for land use and regulation. Provisions found in a planning and zoning Article are intended to ensure that growth and development occur in an orderly, lawful, and community-guided manner.

Article 7 of Lauderdale-By-The-Sea's Charter was first approved by voters in its current form in 2006. Section 7.1 modifies maximum building heights for residential districts. This Section was originally created by voters in 1973 and modified extensively during the 1990s. It requires voter approval for any height increases.

Section 7.2 restricts the vacation, abandonment, lease, sale, and transfer of the El Prado property, which is comprised of a parking lot and oceanfront park directly east of Town Hall. Section 7.3 provides for Town Commission appointment of residents to the Town's advisory boards.

Attorney Jeune recalled that due to the complexity and length of Section 7.1, the previous Charter Review Board (CRB) requested a "plain English" version of that Section be prepared in 2013; however, the Town Commission did not approve that request. It is provided to the Board members for their review.

As the Board evaluates Section 7.1, it must take into account the potential impact of Senate Bill (SB) 180, which recently passed both houses of the Florida Legislature. If that bill becomes law, it would retroactively invalidate all local government initiative Ordinances that impose restrictive or burdensome Comprehensive Plan amendments, land development regulations, or procedures concerning review, approval, or issuance of Site Plans.

Staff originally recommended that the Town Commission accept a proposal from the CRB to again consider a plain language version of Section 7.1. Should this be considered, however, there may be potential impacts from SB 180 which could affect the Town's ability to move forward with that proposal.

With respect to Sections 7.2 and 7.3, Staff has no recommended changes at this time, although the Board may propose and discuss potential changes.

Chair Vincent asked if there is any action the Town may take to preempt new legislation such as SB 180. Town Attorney Susan Trevarthen advised that as of today, SB 180 has not yet been transmitted to the Governor's Office. A number of organizations and individuals are communicating with the Florida Legislature, which remains in extended session, as well as the Governor's Office to express their concerns with the bill.

Town Attorney Trevarthen explained that while SB 180 includes useful emergency management planning components, it also includes the provision described earlier, which would strip local land use powers from every local government in the state of Florida for

three years. No reason has been provided for this provision. Should SB 180 take effect, it would void any action the Town may take which can be considered more restrictive on or burdensome to development.

Chair Vincent requested additional information on the bill's three-year time frame. Town Attorney Trevarthen explained that in recent years, three named storms had a major and devastating impact on Florida's Gulf Coast. Following those storms, SB 250 was passed to enact a Statute preventing local governments from creating a moratorium on repairing storm-damaged properties.

Another provision of SB 250 was that local governments lost the right to enact more restrictive or burdensome regulation of land use or zoning generally through October 1, 2024. That provision applied only to communities that had been directly in the paths or within 100 miles of the paths of those storms. The western edge of Broward County, which includes a portion of the Everglades, fell within this area.

After SB 250 expired, a paragraph including the preemption provision was added to SB 180, tying into the same disaster declarations from the years of those previous storms; however, SB 180's provision does not include the restriction to 100 miles from the paths of the storms, instead applying to the entire state of Florida. The legislation would be retroactive to any action taken from August 1, 2024 through October 1, 2027.

Chair Vincent also addressed Section 7.2, asking if there are any other Town properties or buildings which are restricted to civic use only. Town Attorney Trevarthen clarified that the Charter makes no reference to any other specific properties. The Town has a plat dating back to the 1920s which establishes certain areas as public or civic. The Charter reference is limited to El Prado.

Chair Vincent briefly reviewed the Town's history prior to 2006, recalling that after annexation of property at the Town's north end, there was a civic campaign by residents who were concerned that the south end of Town could permit construction of very tall buildings such as those that were part of the north end annexation. A referendum was held on this issue and rejected this possibility, maintaining the Town's height limits. The referendum also applied the height limits included in the Charter to the entirety of the Town, including the newly annexed area.

Town Attorney Trevarthen concluded that Section 7.1 regulates building heights in the Town. If buildings are greater than three stories in height, there are limitations on the uses

that can be permitted on their first floors, ensuring that those uses are non-habitable. The reason for these first floor use limitations lies with floodplain regulations.

Town Attorney Trevarthen noted that there is also a provision in Section 7.1 addressing nonconforming structures. This applied to previous developments such as the site now occupied by the Plunge Hotel, which retained its five-story height through the nonconforming rights included in the Charter. The Charter is restrictive regarding the application of nonconforming rights, including the applicable time frame.

Additional provisions of the Charter address issues such as the rezoning of residential properties for other uses, as well as provisions which constrain the Town Commission from taking specific actions without voter approval. There is also a constraint which requires any changes to Sections 7.1 or 7.2 to be voted upon during a general election rather than special elections.

Town Attorney Trevarthen continued that the existing language of Section 7.1 has been difficult for Town Staff over time, which led to the proposal for a legal translation of the language. The plain English version brought forward at that time, and presented in the CRB's backup materials, is the result of the Town Attorneys' interpretation of Section 7.1, which is unique to the Town.

Town Attorney Trevarthen concluded that the 2013 CRB had felt the plain language version was a worthwhile item to bring before the voters. While the Commission at that time understood the value of that version, there was a perception that the voters did not want further argument about Section 7.1, as it could open potential dialogue about height limits. The Commission ultimately declined to include the plain language item on the 2014 ballot.

Vice Chair Kuszmar addressed SB 180, requesting clarification of the intent behind this legislation, including why it was not restricted to the Gulf Coast. Town Attorney Trevarthen replied that this provision was not widely known before it was attached to the bill. The provision was added on the final day of the regular legislative session. She noted that all legislators may not have been aware of its addition. There has also been no explanation for removal of the 100-mile restriction which originally appeared in SB 250 before its expiration.

Vice Chair Kuszmar asked if the state of Florida is typically more or less restrictive than local municipalities with regard to land use. Town Attorney Trevarthen replied that the

state does not regulate land use, which has been a long-standing home rule power due to the wide variety of Florida communities.

Vice Chair Kuszmar also requested clarification of the Town's height restrictions, including whether the Town may legally address different areas of the Town differently through referendum. Town Attorney Trevarthen explained that local governments in Florida have set local development standards for many years; this right has been consistently upheld by the courts.

Vice Chair Kuszmar asked if these standards are determined according to use. Town Attorney Trevarthen replied that they are set according to zoning districts rather than on a use-by-use basis. The Town's zoning map establishes logical relationships between zoning districts.

Vice Chair Kuszmar requested additional clarification of the logic behind these determinations, including how they are made and how height restrictions are determined in particular areas. Town Attorney Trevarthen stated that with the introduction of zoning in the 1970s/1980s, the Town Commission adopted the initial zoning map for the Town, which has undergone few changes over time.

Vice Chair Kuszmar advised that this was an important topic for the Town, pointing out that there are a number of undeveloped properties. He suggested that property owners should be able to use their own properties according to their wishes as long as this does not affect others' rights. He recommended that the Committee propose that the Town Commission consider bringing height restrictions forward for referendum, or undertaking studies that review the balance between aesthetics and economic viability.

Vice Chair Kuszmar continued that many of the Town's property owners are also voters whose ability to build on their parcels is restricted due to height limitations. He felt it would be appropriate to ask the Town Commission, and by extension the Town, to reconsider these restrictions. He also noted that demographic changes may affect residents' resistance to or acceptance of larger buildings.

Vice Chair Kuszmar concluded that while he was not advocating for high-rise structures, there may be a place for consideration of raising the Town's height limit by an additional story in some zoning districts.

Chair Vincent observed that individuals who purchase properties in Lauderdale-By-The-Sea typically perform due diligence and understand the Town's regulations before making

these purchases. He advised that the Town currently continues to thrive without any necessity of adjusting its policies regarding development.

Chair Vincent also pointed out that there would need to be consideration of which zoning districts would allow greater height, which would ultimately affect the degree to which a property owner would or would not benefit from the proposed changes. He emphasized the need to ensure any changes would be equitable, and concluded that he felt the market would ultimately drive itself.

Vice Chair Kuszmar reiterated that the intent of his suggestion was to create more wealth, and that decisions on the districts where this could occur would fall outside the Board's discretion.

A question was asked regarding the areas in which the Vice Chair felt properties might be allowed to increase height. Vice Chair Kuszmar replied that he was referring to properties "across the Town," including the beach area. He stated that the original referendum regarding height was brought forward with no scientific or economic analysis.

Ms. Miranda noted that some owners consider purchasing properties in the Town due to its height restrictions; in addition, increasing height limitations to raise property values could result in higher taxes across the board. She concluded that if an owner wants to invest in an area where they can increase property values or building heights, Lauderdale-By-The-Sea is not likely to be the best choice for them.

Ms. Lenoble agreed, stating that she feared what could happen to the Town if it chose to make any changes, as developers may be able to take advantage of those changes in an unintended manner. She expressed concern with the potential impact of greater height and size on traffic on the community, pointing out that existing infrastructure, including drainage, may not be sufficient to support it.

Vice Chair Kuszmar noted that any recommendation of changes would ultimately be subject to a voter referendum rather than a decision by the Town Commission. He suggested proposing an economically viable program which has not been brought forward before.

Ms. Lenoble advised that many, if not most, of the Town's residents are likely to be in favor of leaving the Town's current zoning restrictions in place.

Ms. Miranda made a motion, duly seconded, to retain the existing language of Section 7.1 and not adopt the plain language. Motion carried 7-0.

Vice Chair Kuszmar asked if he could request a Board vote on his proposal to present potential zoning alternatives to the Town Commission. Town Attorney Trevarthen noted that this is beyond the scope of the CRB, although the Vice Chair, and other members of the Board, may communicate that idea to the Commission. She pointed out that the vote just taken on Section 7.1 was unanimously in favor of making no changes to that Section.

There was consensus from the Board to propose no changes to Sections 7.2 or 7.3.

6. OLD BUSINESS

a. Review of Charter Review Board Recommendations

Attorney Jeune noted that the CRB has made six recommendations thus far. The July 2025 meeting will allow them the opportunity to finalize these recommendations, as well as to bring back and discuss any relevant research previously mentioned by the Board members. She noted that efforts to secure data from the Broward County Supervisor of Elections' Office are ongoing.

The July meeting is currently scheduled for Tuesday, July 1, 2025. Attorney Jeune asked if the Board members wished to reconsider this date due to its proximity to the July 4 holiday. There was consensus from the Board members to keep this date.

Town Attorney Trevarthen added that Staff also hoped to further clarify the Board's wishes regarding the Town's district boundaries. Aside from this, there is little other pending work for the Board, which could mean July 1 could be its final meeting.

7. UPDATES / BOARD MEMBER COMMENTS

None.

8. ADJOURNMENT

The meeting was adjourned at 7:02 p.m.

_____
Chairperson Chris Vincent

_____
Megan Small, Clerk

_____
Date Signed

Town of Lauderdale-By-The-Sea

Charter Review Board Meeting

Agenda

Tuesday, July 1, 2025

6:00 PM

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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Charter Review Board Meeting

Tuesday, July 1, 2025, 6:00 PM
Jarvis Hall 4505 N. Ocean Drive, 33308

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **APPROVAL OF MINUTES**
   - **3.a.** Approval of Minutes for 6-3-25.
4. **PUBLIC COMMENTS**
5. **NEW BUSINESS**
   - **5.a.** Discussion Of Electoral District Boundaries
   - **5.b.** Discussion of Filing Procedures Timeline - Section 4.4 of the Town Charter
6. **OLD BUSINESS**
   - **6.a.** Review of Board Recommendations
7. **UPDATES/BOARD MEMBER COMMENTS**
8. **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

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TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
Jarvis Hall
4505 N. Ocean Drive
Tuesday, July 1, 2025
6:00 PM

1. CALL TO ORDER

The Charter Review Board for the Town of Lauderdale-By-The-Sea was called to order at 6:00 p.m. Board members present were Chair Chris Vincent, Vice Chair Brian Kuszmar, Jacquelyn Bonanni-Rubino, Robert Fleishman, Lori Lenoble, Kym Miranda, and Patrick Ucci. Also present were Town Attorney Susan L. Trevarthen, and Development Services Director Jhanelle Campbell.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. APPROVAL OF MINUTES

a. Approval of Minutes for 6-3-25.

4. PUBLIC COMMENTS

5. NEW BUSINESS

Judelande Jeune, associate of the Town Attorney, explained that tonight's final meeting of the Charter Review Board (CRB) will include a discussion of Staff's research into questions raised by the Board, as well as final review of the Board's recommendations.

a. Discussion of Electoral District Boundaries

Attorney Jeune recalled that at the May 6, 2025 meeting, the Board discussed retention of the Town's electoral districts. They also reviewed the process by which the districts had been created, and how the Town ultimately determined not to complete another study of district boundaries in 2012, as Charter standards are only legally required for single-member districts.

At the May meeting, the Board discussed whether or not the current Town Commission district boundaries remained appropriate, as well as whether Charter Section 6.1.5, which requires the redistricting study, was still necessary.

Attorney Jeune provided a memorandum with information on the districts and their voting populations as of June 13, 2025. Information from the Broward County Supervisor of Elections shows that there are 5,092 registered voters in Lauderdale-By-The-Sea across the different precincts. An estimated 577 registered voters are currently classified as inactive. The members were also provided with a precinct map.

The district boundaries have remained stable in their original designation. Attorney Jeune advised that it would be appropriate to include clear language regarding the district boundaries in the Charter. The Board members were provided with sample language which would achieve the following:

- Strike Section 6.1.5 to eliminate any references to the initial designation and implementation of district boundaries
- Update Section 6.1.7 to add language describing the districts' location based on the maps provided

The members reviewed the precinct and district maps as well as the language in the memo. Staff's recommendation was for the Board to determine whether to revise the language in Section 6.1 to remove the requirement for a study and instead specify the existing boundaries for the electoral districts.

Vice Chair Kuszmar commented that while he had originally been in favor of eliminating the districts, he now agreed with Ms. Miranda's earlier suggestion to review how the districts are divided. He recalled that Ms. Miranda had pointed out that there may be differing specific needs in different areas of the Town.

Chair Vincent suggested consideration of eliminating the election of Town Commissioners from each of the two districts, recommending that Commissioners instead be elected at large, as it can be difficult to identify candidates for some seats in the individual districts, often resulting in unopposed candidacies. If Commissioners are elected at large, they would run against one another, and he was in favor of retaining a competitive election process.

Town Attorney Susan Trevarthen recalled that when this issue was first discussed by the Board, the members agreed to retain the residential districts; however, she confirmed that they may make a different decision following further deliberation. The language provided by Staff was consistent with the direction received at the May meeting.

Mr. Ucci asked if other municipalities with similar populations also divide themselves into districts. Town Attorney Trevarthen explained that the Town's districts resulted from annexation, reflecting the older area of Town and the annexed area. Other communities also have residential districts that are not single-member districts: residents vote for all candidates, not only for those who live in their own sections of town.

Mr. Ucci also asked if it has been common for candidates to run unopposed in the past. Town Attorney Trevarthen advised that more than once within the last 10 years, only one individual has been on the ballot and has run unopposed for office. This results in the immediate appointment of that Commissioner.

Chair Vincent explained that at present, there are three Commission seats, including the Mayor and two Commissioners, with the potential to change every two years; another change proposed by the Board was to change the Mayor's term to four years, which would allow every member of the Commission to run for office every four years rather than two.

Chair Vincent reiterated his suggestion that the Town retain its districts, but allow Commissioners to run for office at large in the same manner as the Mayor. Town Attorney Trevarthen observed that the Town could number its Commission seats rather than requiring that the candidates reside in a certain district. Vice Chair Kuszmar advised that he would also be content with this.

Ms. Miranda stated that she was not in favor of this change, pointing out that there are different needs in the Town's north and south districts. She remained in favor of representation of those communities by elected officials who live there and understand those needs. She proposed that if identifying candidates has been an issue, the better answer may be to establish a recruiting process.

Mr. Fleishman commented that the Town's elected officials are significantly underpaid, which may contribute to the difficulty in finding candidates. He proposed increasing the Mayor's and Commissioners' salaries. Chair Vincent clarified that salaries are not a Charter issue, but a Commission directive.

Chair Vincent also addressed Ms. Miranda's comment regarding the specific needs of the Town's districts, pointing out that candidates for Mayor run for office at large and may live anywhere. He recommended that the Commission seats be treated equitably, as he did not believe the Mayor is more knowledgeable about the Town as a whole than the other Commissioners. Ms. Miranda observed that the Commissioners representing the two

districts would consult with the Mayor and provide their opinions on matters in their districts so the Mayor could benefit from their expertise.

Ms. Lenoble requested clarification of the different needs of residents of the Town's two districts. She explained that she did not feel her needs as a resident of one district were significantly different from those of residents of the other district. Town Attorney Trevarthen noted that there are distinct geographic differences between the north and south of Town, including the Downtown area, its activities, and the bridge in the south portion. These factors can contribute to noise. Residents of the north area may be more directly affected by what happens in the city of Pompano Beach. She concluded that it will be left to the Board to determine whether or not they feel these differences are meaningful.

Vice Chair Kuszmar observed that the individual who had asked him to raise the issue of the districts had commented that the Town is a small community, and that larger municipalities often do not divide themselves into electoral districts. He also pointed out that the two districts were established during a divisive period in the Town's history, as the Town was bringing in a new portion of the community. He did not feel this division continued at present in the two districts. He concluded that he was sharing the opinions of other residents and was personally ambivalent on this issue.

Chair Vincent recalled that for the first 20 to 25 years following the annexation, the Town needed specific representation of its north and south areas. Before that time, all five elected officials were drawn from the south area. He also agreed with the Vice Chair that the Town is a single small community which could be represented by elected officials from either area.

Town Attorney Trevarthen requested that the Board first make a motion addressing whether or not to retain the two electoral districts. If that vote is in favor of retention, it could be followed by another vote to consider changes to the Charter's language.

Mr. Fleishman stated that he found it useful to discuss the subject of districts, which has not been raised for several years and is no longer a divisive issue. He was open to proposing that the Commission discuss this issue further.

Ms. Lenoble addressed the differences cited between the two districts, pointing out that the entire Town is affected by issues in Pompano Beach. She was not in favor of a divided approach between the two sides of the Town, and advocated for eliminating the districts.

Ms. Lenoble made a motion to remove the districts.

Town Attorney Trevarthen reminded the members that if the districts are eliminated, the Commissioners would run for numbered seats without a geographic component. She further clarified that voting precincts are independent of the districts and would not be affected.

Vice Chair Kuszmar asked if there are drawbacks to the elimination of districts which may not have been considered during the Board's discussion. Town Attorney Trevarthen replied that other than the distinctions between the two parts of Town, she was not aware of other issues. She suggested that the Board may wish to consider if, should a future Commission consist of officials who all live in the same area, the residents of the other area might feel slighted.

Chair Vincent pointed out that Lauderdale-By-The-Sea voters are educated and reflect a high percentage of voter turnout in every election. He concluded that he trusted the Town's voting population to make the best decisions, and that the Commissioners should represent the entire population in the same manner as the Mayor.

Vice Chair Kuszmar noted that elimination of the districts would permanently remove any lingering effects of the division experienced by the Town at an earlier time.

Vice Chair Kuszmar seconded the motion. Motion carried 5-2 (Ms. Bonanni-Rubino and Ms. Miranda dissenting).

Town Attorney Trevarthen explained that when Staff transmitted the Board's recommendation to the Town Commission, they would provide language that would redefine the districts as numbered seats without a geographical requirement. The Commission will consider the recommendation and make the ultimate decision of whether or not to place the question on the 2026 ballot. Only voters may approve changes to the Charter.

b. Discussion of Filing Procedures Timeline – Section 4.4 of the Town Charter

Attorney Jeune explained that Section 4.4 of the Charter details the procedural timeline for filing and certifying initiative petitions or petitions for repeal or amendment of Ordinances. The provision currently allows the Town Clerk 20 days from the filing of an

initiative petition to issue a Certificate of Sufficiency, and allows five days from the filing of a petition for repeal or amendment of an Ordinance.

The Town Clerk must request validation of petition signatures from the Broward County Supervisor of Elections. The Board is asked to consider whether or not the above timelines are appropriate in the context of what both the Town and the Supervisor of Elections must comply with.

Attorney Jeune offered the example of November 2026 ballot questions, all of which must be submitted by 5 p.m. on June 8, 2026. In the case of a Town special election, the Town would work with the Supervisor's Office to establish relevant time frames.

While the Supervisor's Office has assured the Town that it would respond promptly to any petitions, it was noted that this responsiveness is dependent upon that Office's overall workload. The Town would be taking the risk that responses could be provided within the 20-day deadline. The Supervisor's Office is not required to abide by the Town's timeline, and the Town can be challenged if it fails to meet the timeline.

Staff recommends that the timelines be amended in the following manner:

- Extend the 20-day timeline to 30 days
- Extend the five-day timeline to 10 days

Town Attorney Trevarthen further clarified that the five-day timeline can potentially be a problem, as there are times of the year in which Staff or the Supervisor's Office may be observing a long weekend, which would cut into the deadline. She emphasized that these timelines are completely under the Town's control, as they are not required by any other governing law. Parties wishing to circulate petitions would need to be aware of and abide by these regulations.

Attorney Jeune noted that there are also some inconsistencies in Section 4.4 in terms of the dates, including inconsistent references to days, business days, or calendar days. Staff has proposed additional language to clarify that where not otherwise specified, time frames of 14 or more days are measured in calendar days, while time frames of 13 or fewer days are measured in business days. Town Attorney Trevarthen noted that this is implicit in the existing paragraph, but the additional clarification would serve to prevent future disagreements.

Chair Vincent requested clarification of how long the existing language of Section 4.4 has been in effect. Town Attorney Trevarthen estimated that it dated back to the 2004 Charter

revision or earlier. She also recalled that there have been no petitions filed since 2006, and acknowledged that minor inconsistencies in language can provide reasons for disputes during petition processes.

Ms. Bonanni-Rubino made a motion, seconded by Ms. Miranda, to adjust the time frames in Section 4.4 so that all time frames for certification of 20 days will now be 30 days and the time frames of five days will be 10 days, with references to 14 or more days to refer to calendar days. Motion carried 7-0.

6. OLD BUSINESS

a. Review of Board Recommendations

Town Attorney Trevarthen recommended that the Board review and reaffirm all of its recommendations before submitting them to the Commission. This will also provide an opportunity to ensure that the recommendations accurately represent the members' wishes.

Ms. Bonanni-Rubino made a motion, seconded by Ms. Miranda, to amend Section 3.3 of the Town Charter to extend the residency requirements for candidates seeking office of Mayor and/or Commissioner from six months to 12 months prior to the election date. Motion carried 7-0.

Ms. Bonanni-Rubino made a motion, seconded by Mr. Ucci, to amend Section 5.5, paragraph 10 of the Town Charter to extend the audit completion deadline from six months to nine months. Motion carried 7-0.

Ms. Bonanni-Rubino made a motion, seconded by Ms. Miranda, to amend the Town Charter in its entirety to correct any errors, address any needs to adjust timelines, et cetera. Motion carried 7-0.

Town Attorney Trevarthen noted that the next recommendation would provide for two four-year terms for the Mayor in lieu of the current limit of three two-year terms. She clarified that if this recommendation is adopted and passed on referendum, the current Mayor would receive a four-year term if he won reelection in 2026; however, he would only be able to serve a total of six years, as his first term of office is two years.

Motion made, and duly seconded, to amend the Town Charter to provide two four-year terms for the Mayor. Motion carried 7-0.

Town Attorney Trevarthen continued that the next recommendation would remove the current reference to publication of notice in a newspaper, as notice can now be provided online. The Town would no longer be obligated to provide notice in a newspaper. The Town's legal notice needs are currently met by the Broward County website created for online notice purposes; each municipality which has an inter-local agreement with the County has its own web page on which to post notice. The Town may still post notice in a newspaper if they wish.

Chair Vincent expressed concern for the unintended disenfranchisement of any voter who does not have access to the internet and may still depend upon a printed newspaper for notice. Town Attorney Trevarthen further clarified that existing Statutes take this possibility into consideration. There is also a mechanism by which residents may sign up to receive notice. The Town has followed this system for the past two years, and the Florida Department of Revenue has approved it.

Vice Chair Kuszmar also noted that newspapers have become more expensive over time and are less likely to be an option for many individuals. He requested clarification of the current cost of newspaper notice. Town Attorney Trevarthen replied that some larger notice advertisements, such as those addressing land use matters, may cost the Town from $5,000 to $10,000.

Ms. Bonanni-Rubino made a motion, seconded by Ms. Miranda, to amend the Town Charter to remove all references requiring publication of notice in a newspaper of general circulation. Motion carried 7-0.

Motion made, seconded by Mr. Fleishman, to amend the Town Charter to explicitly incorporate applicable state law governing municipal elections. Motion carried 7-0.

7. UPDATES / BOARD MEMBER COMMENTS

Mr. Fleishman commended the Board as a whole on its service over the past five months, and thanked them for the experience. Chair Vincent also thanked the members for their confidence in electing him as Chair.

Vice Chair Kuszmar recalled that he had previously initiated discussion of the Town's height restrictions, and explained that this issue was communicated to him by other residents. He recommended that the Town reconsider these restrictions in the future in

light of the eventuality of change. He concluded that he felt the purpose of the Board was not to discuss opinions, but to consider items the individuals may not have previously addressed. Chair Vincent encouraged the Board members and any residents to bring forward issues of concern to the current Commissioners and the Mayor.

Vice Chair Kuszmar requested clarification of the purpose of a Charter Review Board if individuals may bypass the process and appeal directly to the Commission. Chair Vincent advised that the Board provided a way to bring forward potential changes in light of the Commission's time constraints.

Chair Vincent added that the majority of the recommendations made by Town Staff addressed legal issues, on which he had confidence in the Town Attorney and her associates. Vice Chair Kuszmar confirmed that he appreciated the Town Attorney's legal opinion, and noted that he had appreciated the discussion by the Board members at tonight's meeting.

8. ADJOURNMENT

The meeting was adjourned at 6:57 p.m.

_____
Chairperson Chris Vincent

_____
Megan Small, Clerk

_____
Date Signed

Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: February 24, 2026
Submitted By: Courtney Easley, Acting Town Clerk/Assistant to Town Manager
Submitting Department: Administration
Item Type: Presentation
Agenda Section:NEW BUSINESS

Subject Title: Circuit Contract

Explanation:

Background

At the February 28, 2023 Town Commission meeting, the Commission directed staff to cancel the Town's shuttle service contract with Limousines of South Florida (Pelican Hopper). The Town subsequently entered into a piggyback agreement with Circuit Transit, Inc. through the City of Pompano Beach. On March 14, 2023, the Town Commission approved a three-year agreement with Circuit to provide micro-transit shuttle services. The current agreement is scheduled to expire on February 24, 2026.

On July 15, 2025, the City of Pompano Beach issued Request for Proposals (RFP) No. 25-015 for Micro-Transit Transportation Services, resulting in a newly negotiated agreement approved in January 2026. Following that approval, LBTS staff received a proposed contract from Circuit reflecting a forty-eight percent (48%) increase in service costs.

To provide adequate time for staff negotiations and Commission input, the Town Manager will exercise the authority granted under Section III.J.5 of the Purchasing Manual, "Temporary Extension of Contracts," to extend the existing agreement for up to sixty (60) days, or until a new contract is finalized, whichever occurs first.

A representative from Circuit Transit, Inc. will be present at the meeting to provide an overview of the proposed agreement, explain the cost increase, and answer questions from the Commission.

Contract Provisions

Provision	Current Agreement	Proposed Agreement
Term	3 years	5 years
Annual Cost	*$214,000 - (Year 3 - FY25)	$305,528 (Year 1 - FY26)
Renewal Options	Two (2) one-year renewals	None

Number of Vehicles	2.5 (off-season) / 3 (high season)	2.5 (off-season) / 3 (high season)
Pandemic/Emergency Language	COVID-era provisions included	COVID provisions removed

* FY25 contract cost $247,000. Town paid $214,000 due to the offset of the two dollar fare.

The proposed agreement removes COVID-era provisions included in prior contracts and reflects updated market pricing and current service expectations. The service level remains consistent with the current agreement, providing approximately 2.5 vehicles during the off-season and up to three (3) vehicles during peak season.

Service and Cost Impacts

Over the past 2.5 years, the Town has benefited from a highly cost-efficient shuttle service. A recent review of operating data by Circuit staff shows that the program has been delivering more vehicle hours than originally priced in the contract, meaning the Town has received a higher level of service at a very favorable rate.

The proposed agreement adjusts pricing to reflect the actual vehicle hours provided and aligns with standard pricing models used by comparable cities. Under the revised structure, and without advertising revenue, total program costs would increase by approximately 48 percent.

To address the increase, options include adjusting service hours to maintain a similar overall budget or incorporating supplemental revenue sources, such as advertising, to help offset costs while preserving current service levels.

Funding

For FY 2026, the Town is projected to receive approximately $172,000 in transportation-related funding, consisting of $119,231 in surtax funds and $52,769 through the small-municipality waiver.

Circuit has also provided the option of incorporating advertising on the vehicles as a potential revenue source to help offset operational costs.

Recommendation: Provide guidance to staff on service terms and funding.

Exhibits:
1. POMPANO BEACH CIRCUIT TRANSIT INC (RFP25-015)_Ordinance No. 2026-10
2. Circuit Proposed Cost

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ORDINANCE NO. 2026-10

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR TRANSPORTATION SERVICES (POINT TO POINT) BETWEEN THE CITY OF POMPANO BEACH AND CIRCUIT TRANSIT, INC. TO PROVIDE MICRO-TRANSIT TRANSPORTATION SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Circuit Transit, Inc. to provide micro-transit transportation services is approved, and a copy of the Agreement is attached and incorporated by reference as if set forth in full.

SECTION 2. That the proper City officials are authorized to execute the Agreement between the City of Pompano Beach and Circuit Transit, Inc.

SECTION 3. If any provision of this Ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this

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Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 9th day of December, 2025.

PASSED SECOND READING this 13th day of January, 2026.

Signed by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...

KERVIN ALFRED, CITY CLERK

Signed by:



JES/mcm
11/17/25
L:ord/2026-35

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No. 13003

AGREEMENT FOR TRANSPORTATION SERVICES (POINT TO POINT)

THIS AGREEMENT is entered into this 13 day of January 20 26, by and between the **CITY OF POMPANO BEACH**, a Florida municipal corporation, having its principal office located at 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 (referred to as "CITY"), and **CIRCUIT TRANSIT INC.** (referred to as "CONTRACTOR"), authorized to do business in Florida, whose address is 777 S. Flagler Drive, Suite 800 W, West Palm Beach, FL 33401; collectively referred to as "the Parties."

WHEREAS, the CITY issued a Request for Proposals ("RFP") for Micro-Transit Transportation Services, RFP25-015, on July 15, 2025; and

WHEREAS, Circuit Transit Inc. submitted its response to the CITY's RFP for Micro-Transit Transportation Services; and

WHEREAS, the Parties desire to enter into this Agreement to provide Micro-Transit Transportation Services (the "Services") consistent with the CONTRACTOR's response to the RFP Proposal and under the terms and conditions set forth below; and

WHEREAS, the CITY finds that this Agreement serves a municipal and public purpose and conforms to the requirements of Florida law.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Incorporation of Recital. The above recitals are true and correct and are incorporated by reference.

2. Scope of Services

2.1 The CONTRACTOR shall provide Services to the CITY, in accordance with the terms and conditions of this Agreement, and consistent with the City's RFP25-015 and the CONTRACTOR's Response, attached and incorporated as **Exhibit "C."** The Services may be adjusted based upon the needs of the users and may be adjusted by mutual agreement of the Parties and their execution of a written amendment to this Agreement. Notwithstanding the foregoing, to the extent that the terms and conditions of this Agreement conflict with the terms and conditions of the CONTRACTOR's Proposal, this Agreement shall control.

2.2 CONTRACTOR shall provide a year-round point-to-point transportation program that will provide the City of Pompano Beach residents, visitors, and business employees ("Riders")

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

with convenient and efficient transportation options. The Service should be hospitality oriented, and may include supplementary service during special events requiring vehicles, personnel, and resources.

2.3 Micro-Transit Transportation Services. CONTRACTOR will be responsible for providing the Services within the boundaries of the Core Service Area as shown in the map in **Exhibit "A,"** which is attached and incorporated in this Agreement by reference.

2.4 The goals of the Services to be provided by CONTRACTOR are to do the following:

2.4.1. Operate a demand-response system throughout the boundaries of the Core Service Area Map indicated in **Exhibit "A."** All rides shall either commence or terminate within the boundaries of the Core Service Area described in **Exhibit "A."** The demand-response system boundaries served by CONTRACTOR may be changed upon the execution of a written amendment to the Agreement executed by CONTRACTOR and the CITY's City Manager or their authorized representatives.
2.4.2. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers that will serve as ambassadors, more specifically described in Section 2.6.
2.4.3. Feature a mobile application with which the user will be able to locate their position and flag a proximate, available vehicle to make the pickup.
2.4.4. Cut down time workers and visitors spend in their vehicles circling and idling in the hopes of finding parking adjacent to their destination.
2.4.5. Allow users to get to their destination within the Service Area without the need to drive, park or even own a personal vehicle.
2.4.6. Reduce traffic and vehicle emissions in the Service Area.

2.5 CONTRACTOR shall utilize no less than three (3) Neighborhood Electric Vehicles (NEV), and at least one (1) wheelchair-accessible NEV, for a total of no less than four (4) vehicles in CONTRACTOR's fleet of vehicles (the "Vehicles") to provide Services pursuant to this Agreement. All Vehicles will meet the Federal Motor Vehicle Safety Standards. CONTRACTOR shall also supply charging equipment for the Vehicles for the duration of this Agreement. The Vehicles used throughout the Term of this Agreement must be consistent and identifiable with the appropriate signage as described in this Agreement.

2.6 The CONTRACTOR agrees to meet the following performance criteria for the Services to be provided pursuant to this Agreement:

2.6.1 Services:

2.6.1.1 The CONTRACTOR shall provide the Services to the Riders by providing on-demand rides to work, for shopping, restaurant, events, nightlife access and for various venues serving the Core Service Area which is attached as **Exhibit "A."**

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

2.6.1.2 Service Hours will be provided Sunday through Thursday 10 A.M. until 8:00 P.M. and Friday through Saturday 10:00 A.M. until 11 P.M. Any changes in total service hours shall be in writing and mutually agreed upon in writing executed by the CITY's City Manager and the CONTRACTOR.

2.6.1.3 CONTRACTOR shall comply with the driver schedule, which is attached as **Exhibit "A,"** in order to insure there is a minimum number of vehicles operating within the Service Area. Three (3) vehicles shall have a minimum capacity of five (5) standard passengers, and at least one (1) vehicle shall have a decreased standard passenger capacity to provide for one (1) wheelchair passenger.

2.6.1.4 All trips must begin and end within the Core Service Area as shown on the Service Area Map, which is attached hereto as **Exhibit "A."** Any changes in the Service Area Map, including the Core Service Area, shall be in writing and mutually agreed upon in writing executed by the CITY and the CONTRACTOR.

2.6.1.5 The Parties shall meet at least annually to review the services provided in the Service Area and the Core Service Area, and determine if any adjustments are necessary. Any agreed-upon adjustments shall be reduced to a written amendment to this Agreement, to be executed by both Parties.

2.6.1.6 The service shall be free to users. Tipping is permitted, but not required.

2.6.1.7 CONTRACTOR and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to themselves, other passengers, the driver, the vehicle, or other vehicles or persons.

2.6.1.8 CONTRACTOR is permitted to establish reasonable restrictions on the provision of services to non-service animals.

2.6.1.9 CONTRACTOR shall be prepared to adjust fleet to adhere to changing demands, such as during special events, as more particularly defined in Section 3.4 of the Agreement.

2.6.1.10 CONTRACTOR will communicate any problems or requests to the CITY through its City Manager or designee.

2.6.1.11 CONTRACTOR will have the right to suspend operation of the vehicles without penalty in the case of severe weather, unsafe operating conditions, or the issuance of a tropical storm or hurricane watch or warning, subject to providing written notification to the CITY.

2.6.2 Drivers

2.6.2.1 CONTRACTOR agrees that their drivers shall serve as ambassadors for the City of Pompano Beach, and shall present themselves in a friendly, personable, and customer-service-oriented manner at all times.

2.6.2.2 CONTRACTOR shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to engagingly communicate with riders while answering their questions.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

2.6.2.3 Drivers must be knowledgeable about the City of Pompano Beach and comfortable speaking of the City of Pompano Beach as a visitor destination. Preference shall be given to hire drivers who reside in the City of Pompano Beach. An ability to converse in other languages (French and Spanish) would be helpful.

2.6.3 Vehicles:

2.6.3.1 CONTRACTOR's vehicles shall be properly licensed and authorized to legally operate on the public streets and rights-of-way in the State of Florida.

2.6.3.2 Vehicles shall be equipped with equipment/hardware to collect ridership data and with GPS units for vehicle location.

2.6.3.3 Vehicles shall be aesthetically suitable for a neighborhood shuttle.

2.6.3.4 CONTRACTOR shall be responsible for the cleanliness of the interior and exterior of the vehicles. Vehicles shall be free of graffiti, vandalism, defacement and other damage to the satisfaction of the CITY.

2.6.3.5 CONTRACTOR must ensure that at least one vehicle in use, at all times, is wheelchair-accessible.

2.6.3.6 CITY will provide for Four (4) spaces within its Pier Parking Garage for vehicle storage and charging.

2.6.3.7 Vehicle maintenance must be performed by the CONTRACTOR.

2.6.4 Technology/App:

2.6.4.1 After a ride is requested, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.

2.6.4.2 CONTRACTOR shall offer a mobile application ("App") that is available to individuals on their Android and iPhone electronic devices. The App will allow an individual to do the following with their Android and iPhone devices:

a. View location of vehicle, stops, and estimated times of arrival ("ETA") in real-time after a request is made and assigned to a driver.
b. App shall be at no cost to the user.
c. App shall allow users to provide feedback and rate drivers.
d. Allow an individual to request a pickup and be given an estimated wait time based upon driver and vehicle availability.

CONTRACTOR shall maintain updates to the App, provide App maintenance, and App issue solving at no cost to the CITY. The CONTRACTOR shall be able to track Rider and usage data and provide reports to CITY. The App will allow CONTRACTOR's drivers to enable real- time tracking and passenger counting. CONTRACTOR shall fully retain all rights and ownership in its App.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

2.6.5 When drivers use the App to respond to Riders' ride requests, the driver app must be able to organize ride requests in a queue format, allowing for multiple rides to be assigned to one driver.

2.6.6 CONTRACTOR shall provide a toll-free telephone number that may be used by Riders to access service information.

2.7 Customer service is one of the CITY's key factors of the Services to be provided by CONTRACTOR. CONTRACTOR will be responsible for addressing all complaints in a courteous and timely manner and provide reports to CITY staff as needed and upon City's request.

2.8 CONTRACTOR will provide services using its own vehicles. Creative, tourist- oriented and colorful designs of the vehicles are encouraged. CONTRACTOR will provide notice to the CITY for review and comment on the final design, which shall be subject to the CITY's consent, and such consent shall not be unreasonably withheld. The CITY shall be deemed to have consented to the final design if the CITY has not objected to such design within forty-eight (48) hours of notice. CONTRACTOR will be responsible for all costs associated with the design of the vehicles.

2.9 CONTRACTOR shall replace any vehicle at its sole expense when the vehicle cannot be maintained in good working order, in accordance with applicable laws, and regulations, or the vehicles are no longer able to be maintained in accordance with the requirements of this Agreement. CONTRACTOR shall use its best efforts to restore non-operational vehicles within ten (10) business days from the date of any incident requiring the vehicle to be removed from operation. CONTRACTOR shall provide verbal and written notice to the CITY of any delay in restoring a non-operational vehicle that extends beyond ten (10) business days from the date of malfunction. If the CITY determines that any such delay is due to CONTRACTOR's lack of diligence, the CITY will have the right to pursue any remedy provided for in this Agreement or at law or equity.

2.10 If the Parties agree on modifications or revisions to an element of the Services, after the CITY has approved performance of a particular task or project, and a budget has been established for that task or project, the CONTRACTOR shall submit a revised budget to the CITY for approval prior to proceeding with the task or project.

2.11 Reporting. CONTRACTOR shall provide CITY with, monthly, quarterly, and yearly level of service reports. All reports will be due within fifteen (15) days of the period end. Upon request by the CITY, CONTRACTOR shall provide the CITY with weekly level of service reports. These reports shall include the following:

2.11.1 Number of Riders on a daily, weekly, and monthly basis and locations for pickup and drop-off;

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

2.11.2 Addresses from which riders are picked up and addresses of drop-off locations;
2.11.3 Number of vehicles not in operation on a daily, weekly, and monthly basis, including a description of the malfunction or reason for the inoperable vehicle, and the length of time to place the vehicle back in service;
2.11.4 Average wait time from request through the mobile app until arrival by the vehicle on a daily, weekly, and monthly basis;
2.11.5 Average trip duration on a daily, weekly, and monthly basis;
2.11.6 Number of passenger complaints received, and resolution of complaints on a daily, weekly, and monthly basis.

In the event CONTRACTOR does not provide the required report, the CITY reserves the right to withhold payment until the required report is received. To the extent that the CITY requires additional information related to the above reporting requirement, the CONTRACTOR shall provide the information to the CITY.

3. Contract Price.

3.1 The CITY agrees to pay CONTRACTOR an amount not to exceed **Three Hundred Twenty-Six Thousand Seven Hundred and Nine Dollars ($326,709.00)** for the faithful performance of this Agreement, and for work as directed by CITY in accordance with the schedule and Service Fee Structure in **Exhibit "A,"** which is inclusive of an annual minimum guaranteed vehicle advertising revenue of **Forty-Two Thousand Five Hundred Dollars ($42,500.00)** described in Paragraph 3.7 below. The Contract Price is all-inclusive for the work being performed by CONTRACTOR, and the CITY shall not be responsible for the payment of any additional fees, unless the parties enter into a written amendment to this Agreement which is approved by the City Commission, and executed by both Parties. The Parties acknowledge that the foregoing minimum guaranteed vehicle advertising revenue has been provided based on CONTRACTOR's then-current advertising agreements and available advertising inventory as of the CONTRACTOR's RFP submission date, and that any advertising guarantee is reviewed and extended on a City-specific basis by reference to the advertising contracts then in effect. The CITY will not make any additional payments such as fuel surcharges, demurrage fees, delay in delivery charges.

3.2 Payment Terms.

3.2.1 The Contract Price to be paid to CONTRACTOR by the CITY shall be divided into twelve payments per year based on the annual amounts at **Exhibit "A,"** subject to any additional credits for advertising revenue that may be applied for the benefit of the CITY as set forth more fully in Section 3.7.
3.2.2 Any additional charges for services performed for the CITY by CONTRACTOR outside of the scope of Services to be provided, which may be mutually agreed upon by the Parties from time to time and billed on an hourly basis, in accordance with Section 3.4 below, will be provided in a separate invoice to the CITY and paid by the CITY to CONTRACTOR on a monthly basis.

3.3 Invoices.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

3.3.1 Contract Price. For payment purposes, CONTRACTOR will invoice the CITY on a monthly basis for the Services provided pursuant to this Agreement. CONTRACTOR shall submit invoice to the CITY no later than the 15th day of the month. CITY may withhold payment until a final determination is made that all Services have been or are being performed pursuant to this Agreement. Notwithstanding the foregoing, in no event shall CITY withhold payment that is more than fifteen (15) days past due unless it has provided CONTRACTOR with written notice of a material breach of this Agreement for which payment is being withheld, with an opportunity to cure as more fully set forth in Section 13, Termination.

3.3.2 Charges for Additional Services. For additional charges incurred by CITY in connection with services performed for the CITY by CONTRACTOR outside of the scope of Services to be provided. The CITY agrees to pay the CONTRACTOR as set forth in Section 3.4 below, CONTRACTOR shall submit an invoice to the CITY no later than the 15th day of the month in which such services are performed.

3.3.3 The invoices submitted by CONTRACTOR shall contain the following basic information: CONTRACTOR's name and address, invoice number, date of invoice, a description of the service performed, and any credits to the CITY for advertising revenue due to the CITY pursuant to Section 3.7.

3.4 Hourly Rate. For services to be provided outside of the Services agreed upon by the parties under this Agreement, but utilizing the three (3) contracted fleet vehicles, the CITY agrees to pay the CONTRACTOR an hourly rate per vehicle, for the services provided, as indicated in **Exhibit "A."** Any services provided by the CONTRACTOR outside of the Services agreed upon by the parties under this Agreement shall require the prior written consent of CONTRACTOR and the CITY's City Manager or their authorized representatives. Upon request from the CITY, the cost for any additional vehicles shall be provided by CONTRACTOR to the CITY. The CITY shall only be obligated to pay the cost for the use of additional vehicles, and CONTRACTOR shall only be obligated to supply the additional vehicles, upon the execution of a written authorization executed by the CONTRACTOR and the CITY's City Manager or their authorized representatives.

3.5 Prompt Payment. The CITY prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by CONTRACTOR.

3.6 The CITY will assess the following Schedule of Penalties against the CONTRACTOR as a consequence of the CONTRACTOR's failure to conform to the customer service requirements:

3.6.1 Failure to provide backup service within twenty-four (24) hours in the event that one or more vehicles are out of service shall result in a penalty of $50.00.

3.6.2 Failure to maintain vehicle exterior and interior cleanliness and aesthetics following a written warning to the CONTRACTOR from the CITY with a twenty-four (24) hour opportunity to cure, shall result in a penalty of $100.00 per occurrence.

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3.6.3 Failure to notify the CITY regarding any changes in schedule shall result in a penalty of $100.00 per occurrence.

Penalty charges incurred in any given month will be deducted from the payment for that month.

3.7 Revenue Sharing/Advertisement Sales Services.

3.7.1 CONTRACTOR shall sell space on the exterior or interior of the Vehicles for the display of commercial advertising with the goal of raising revenue to partially finance the cost of the Services performed under this Agreement ("Advertising Revenue"). CONTRACTOR agrees to provide the City with a copy of all advertising revenue contracts it executes with businesses, as well as providing an accounting of all advertising revenue in a report to accompany each monthly invoice.

3.7.2 CONTRACTOR shall credit the CITY's monthly invoice by 1/12th of the annual minimum guarantee advertising revenue, Forty-Two Thousand Five Hundred Dollars ($42,500.00), generated from the sale of advertising on the Vehicles during each calendar year of the Term.

3.7.3 Gross Advertising Revenue in excess of the Minimum Guarantee Advertising Revenue or Forty-Two Thousand Five Hundred Dollars ($42,500.00) that is generated and actually received by CONTRACTOR in connection with sales of advertising on the interior or exterior of the Vehicles (collectively the "Advertisement Sales Services" and the advertisements so sold, the "Advertisements") shall be divided equally between CONTRACTOR and the CITY, with each party entitled to 50% of Gross Advertising Revenue that is generated and actually received by CONTRACTOR.

3.7.4 Gross Advertising Revenue means the gross advertising revenue received less all other costs and expenses, including, but not limited to advertisement design and production costs, incurred by the CONTRACTOR in connection with providing the Advertisement Sales Services.

3.7.5 CONTRACTOR shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CITY's consent, which shall not be unreasonably withheld. The City shall be deemed to have consented if the CITY has not objected to such Advertising Sales Services within forty-eight (48) hours of the notice to the CITY. CONTRACTOR shall not accept advertising content that includes or is related to the following:

3.7.5.1 Discrimination against a person, or sections of the community, on account of race, sex, age, sexual preference, religion, disability, sexual orientation, or political belief;
3.7.5.2 Contains strong or obscene language;
3.7.5.3 Promotes the use of tobacco and controlled substances;
3.7.5.4 Contains sexual or reproductive material;
3.7.5.5 Promotes or opposes "adult entertainment" strip clubs, and/or the sale of

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pornographic materials;
3.7.5.6 Promotes the sale or distribution of firearms; and
3.7.5.7 Contravenes any applicable law.

3.7.6 CONTRACTOR shall invoice each advertiser for amounts owed for Advertisement Sales Services. The Parties agree that revenue generated from advertising sales will be shared on a 50/50 basis between the Parties. The first $85,000 of advertising sales, and the resulting $42,500 CITY share is guaranteed. For amounts of advertising sales in excess of $85,000.00, CONTRACTOR shall provide a credit in the amount of 50% of Gross Advertising Revenue to the CITY on the following month's submitted invoice after receipt by the CONTRACTOR of the amounts due from each advertiser. The CONTRACTOR's obligation to submit invoices for amounts owed for Advertisement Sales Services shall be satisfied as to any advertiser by the delivery to such advertiser of three invoices reflecting the amount owed over a ninety (90) day period, whether or not invoiced funds are actually received by the CONTRACTOR. The CONTRACTOR's invoices shall provide a detailed breakdown in the invoice which includes documentation delineating the gross advertising revenues, itemization of all other costs and expenses, and any outstanding advertiser contracts.

4. **The Term** of this Agreement shall commence upon full and complete execution by the Parties, and shall continue for **five (5) years**. This contract is not subject to renewal.

5. The CONTRACTOR shall hold all licenses and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the required Services. Damages, penalties or fines imposed on the CITY or CONTRACTOR for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the CONTRACTOR. The CONTRACTOR shall comply with all laws and regulations applicable to provide the Services. The CONTRACTOR shall be familiar with all federal, state, and local laws that may affect the goods and services being provided.

5.1 Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

6. The CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the CITY. Subcontracting without the prior consent of the CITY shall constitute a material breach of the agreement and may result in termination of the Agreement.

7. The CONTRACTOR shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest, or its power to execute such contract to any person, company, or corporation without the prior written consent of the CITY, which shall not be unreasonably withheld. Assignment without the prior consent of the CITY may result in termination of the Agreement.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

8. CONTRACTOR's Employees.

8.1 The employee(s) of the CONTRACTOR shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the CITY or any of its departments.

8.2 CONTRACTOR shall provide competent employee(s) capable of performing the work as required. CONTRACTOR shall obtain complete background checks on all drivers, including driving records, criminal records checks, and employment references; conduct initial drug testing; and provide a training program for newly hired drivers. CONTRACTOR will not hire a driver with more than three (civil or criminal) traffic infractions relating to driving a motorized vehicle within the previous 24 months. CONTRACTOR shall review each driver's driving and criminal records at least annually.

8.3 CONTRACTOR shall prohibit drivers from texting or using smartphones, or other mobile device, eating, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. The Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device, or similar technology, while operating the vehicles for the service provided pursuant to this Agreement, and in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices. All employees of the CONTRACTOR shall wear proper identification and a uniform.

8.4 The CITY reserves the right to require the immediate dismissal of any of CONTRACTOR's employees who fail to meet the requirements of this Agreement. Relief personnel shall be readily available throughout the term of the Agreement.

8.5 It is the CONTRACTOR's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The CITY shall have no responsibility to check or verify the legal immigration status of any employee of the CONTRACTOR.

9. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker’s compensation, unemployment compensation and minimum wage requirements.

9.1 Conflict of Interest. During the time period this Agreement is in effect, Contractor, its employees subcontractors, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, Contractor, its employees subcontractors, and agents shall refrain from acting adverse to the City’s interest in promoting the goals and objectives of this Agreement. Any potential such conflict of interest must be reported to the City and may be waived only upon additional review and approval by the City Manager.

9.2 Furthermore, none of Contractor's employees, subcontractors, and agents shall, during the

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term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

9.3 The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement.

10. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

10.1 Indemnification. CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents, and contractors from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the CITY or its officers, employees, agents, or contractors may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of the Services to be provided pursuant to this Agreement. CONTRACTOR shall pay all claims and losses, and shall investigate and defend all claims, suits, or actions of any kind or nature arising out of, relating to, or resulting from any unlawful, willful, negligent, or reckless acts or omissions by CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors in the performance of the Services to be provided pursuant to this Agreement in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred. The CONTRACTOR expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY or its officers, employees, agents, and contractors. This paragraph shall survive the expiration or termination of this Agreement.

11. Modifications or Amendments. This Agreement may only be modified by mutual consent, in writing, through the issuance of an amendment executed by the CITY and the CONTRACTOR or their authorized representative. Amendments to the Contract Price and the Term shall require the approval of the CITY's City Commission. Amendments to other provisions including Services, Service Area, and Core Service Area may be approved by the CITY's City Manager.

12. Waiver. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party’s rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

12.1 No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

13. Termination. Mutually Agreed Upon Termination: The Parties, by mutual written agreement executed by both parties, may agree to terminate this Agreement for convenience at any time without cause.

13.1 CITY's Right to Terminate for Convenience: The CITY, at its sole discretion, reserves the right to terminate this Agreement for convenience upon providing ninety (90) days' written notice to the CONTRACTOR. Notwithstanding, if at any time the City Manager determines that termination of the Agreement is necessary to protect public health, safety, or welfare, the City Manager may terminate the Agreement upon providing such written notice as the City Manager deems appropriate under the circumstances.

13.2 Termination for Cause: If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement or any addendums, then that party shall provide written notice to the other party describing the alleged failure in reasonable detail. If the breaching party does not, within fifteen (15) calendar days after receiving such written notice, either: (a) cure the material failure, or (b) reach a satisfactory compromise with the non-breaching party if the breach is not one that can reasonably be cured within fifteen
(15) calendar days, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice of termination to the breaching party.

13.3 Termination for Bankruptcy: The CITY shall have the immediate right to terminate this Agreement, by providing written notice to the CONTRACTOR, in the event: (i) the other party enters into receivership or is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the CONTRACTOR's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

13.4 Payments Due: The termination of this Agreement shall not release either party from its obligation to make payment of any and all amounts then or thereafter due or payable, including credit or refunds.

13.5 Continuation of Services: CONTRACTOR will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. In the event that the CITY provides notice of termination and directs CONTRACTOR not to perform the services during the notice period, the CITY agrees to pay CONTRACTOR for all services performed in connection with the services provided under this Agreement and any addendum through the date of termination.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

14. Effect of Default

14.1 In the event the CONTRACTOR defaults in the performance of the Agreement, and does not cure any such default within the notice period provided in Section 11, the CITY reserves the right to suspend or debar the CONTRACTOR in accordance with the appropriate CITY ordinances, resolutions or policies. In the event of termination for default, the CITY may procure the required Services from any source and use any method deemed in its best interest.

14.2 The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition. The CONTRACTOR agrees that the CITY shall not be responsible or have any liability whatsoever for any alleged damages, claim of lost profits, or otherwise in the event the CITY declares the CONTRACTOR in default, provided that the CITY has articulable grounds for doing so.

15. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the CITY through fraud, misrepresentation, or material misstatement may be debarred for up to five (5) years. The CITY, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

16. Audit and Inspection of Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract. The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

17. The CONTRACTOR shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The CONTRACTOR shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner.

18. INSURANCE

18.1 The CONTRACTOR shall not commence any performance pursuant to the terms of this Agreement until certification or proof of insurance has been received and approved by the CITY's City Manager or their designee.

18.2 The required insurance coverage is to be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City of Pompano Beach shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or

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copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements.

18.3 Prior to commencing any work pursuant to this Agreement, the CONTRACTOR must submit a current Certificate of Insurance, naming the City of Pompano Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the CITY upon expiration. The CONTRACTOR shall provide insurance coverage as prescribed in **Exhibit "B**,**"** which is attached and incorporated to this Agreement.

19. CONTRACTOR's Responsibilities.

19.1 The CONTRACTOR shall be responsible for ensuring that all its employees are in compliance, at all times, with the Terms, Conditions and Specifications outlined in the City's RFP25-015 and Contractor's Response, which is attached and incorporated into this Agreement and the applicable Terms and Conditions outlined in the Public Transportation Grant Agreement between Florida Department of Transportation and the City of Pompano Beach dated August 27, 2020, which is attached as **Exhibit "D"**

19.2 The CONTRACTOR shall be responsible for obtaining all necessary permits, licenses, and/ or registration cards in compliance with all applicable Federal, State, and Local statutes pertaining to the services as specified or required.

19.3 The CONTRACTOR will be responsible for securing its own office space and storage space. Alternatively, the CITY, in its own discretion, may provide alternative office space and storage to the CONTRACTOR.

19.4 The CONTRACTOR will be responsible for costs associated with operating and maintaining its own fleet of vehicles, including but not limited to fueling, maintenance, registration, and insurance. The CONTRACTOR shall ensure that all items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), and the National Institute of Occupational Safety Hazards (NIOSH), and any other applicable federal, state, or local law, ordinance, regulation, or policy.

19.5 If any of the goods or services to be acquired under this solicitation are to be purchased, in part or in whole, with Federal funding, it is agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into the solicitation and the resultant contract by reference.

19.6 If the CONTRACTOR is found noncompliant with Paragraph 17, such noncompliance shall constitute an event of default

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20. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

21. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect so far as is possible.

22. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

BY ENTERING INTO THIS AGREEMENT, EACH PARTY EXPRESSLY WAIVES ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

23. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non- prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred by the prevailing party in such litigation through all appellate levels.

24. The CONTRACTOR further acknowledges and agrees to provide the CITY with all information and documentation that may be requested by the CITY from time to time regarding the solicitation, selection, treatment, and payment of subcontractors, suppliers, and in connection with this contract.

25. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

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26. Prior to hiring a contract employee or contracting with a CONTRACTOR, the CITY may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or CONTRACTOR will be required to sign an authorization for the CITY to access criminal background information. The costs for the background checks shall be borne by the CITY.

27. Unless specified elsewhere in the solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the contract shall be supplied by the CONTRACTOR.

28. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, epidemic, pandemic, governmental order, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance is prevented by such event and during the period afterwards as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure. CONTRACTOR must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the Services and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail. The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

29. Precautions shall be exercised at all times for the protection of persons and property. All CONTRACTOR's Services provided pursuant to this Agreement shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR.

30. The Services provided pursuant to this Agreement include various functions and classes of work required as necessary for the provision of the Services. Any omissions of inherent technical functions or classes of work within the specifications or statement of work shall not relieve the CONTRACTOR from furnishing or performing such work where required to the satisfactory provision of Services.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

31. The CITY's obligation pursuant to any contract or agreement entered into in accordance with this solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of this Agreement by the CITY.

32. The CITY, at all times and as it relates to this Agreement, shall be responsible for ensuring its compliance with the Terms and Condition of the Public Transportation Grant Agreement between Florida Department of Transportation and the City of Pompano Beach dated August 27, 2020.

33. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Jeff Lantz, Parking Operations Manager, Parking Operations Department and the Contractor's Contract Administrator shall be provided by Contractor upon commencement of services (or their authorized written designee) as further identified below.

B. Notices and Demands. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, and a copy of such notice sent by electronic mail, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Pompano Beach
c/o City Manager
100 W. Atlantic Boulevard, 4th Floor
Pompano Beach, Florida 33060

With copy to:

Mark Berman, City Attorney
City of Pompano Beach
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, Florida 33061
mark.berman@copbfl.com
954-786-4614 office

Suzette Sibble, Assistant City Manager 100
W. Atlantic Blvd., 4th Floor Pompano
Beach, FL 33062
suzette.sibble@copbfl.com Telephone:
954-786-4606 office

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Jeff Lantz, Parking Manager
City of Pompano Beach
3460 NE 3rd Street
Pompano Beach, Florida 33062
jeff.lantz@copbfl.com
954-786-5580 office

For CONTRACTOR:

James Mirras
Circuit Transit Inc.
777 S. Flagler Drive
Suite 800W
West Palm Beach, FL 33401
james@ridecircuit.com
631-903-4448 office

Jason Bagley
Circuit Transit Inc.
1305 SW 8th Avenue
Fort Lauderdale, FL 33315
jason@ridecircuit.com
305-494-1612 office

33. Contractor cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

34. CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:

a. Keep and maintain public records required by the City in order to perform the service;

b. Upon request from the City's custodian of public records, provide the City 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;

c. 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

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the contract term and following completion of the contract if the Contractor does not transfer the records to the City; and

d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service.

If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

Failure to comply with said statutory requirements may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN
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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

35. Approvals - Whenever CITY approval(s) shall be required for any action under this Agreement, such approval(s) shall not be unreasonably withheld.

36. Absence of Conflicts of Interest – Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder

37. Sovereign Immunity - Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

38. Entire Agreement - This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

39. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

41. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

42. No Third-Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

43. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the Convicted Vendors List maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the Convicted Vendors List during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

44. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

45. *Employment Eligibility*. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. 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 or County Court no later than twenty (20) calendar days after the date of termination. 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

46. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor certifies that Contractor is not

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, 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 Section 215.4725, Florida Statutes, 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 of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Contractor has submitted a certification, shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

47. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

48. Affidavit of Compliance with Foreign Entity Laws. The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

49. *Annual Budgetary Funding/Cancellation*. This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

50. *Severability*. Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

51. In the event of inconsistency between the documents, unless otherwise provided in this Agreement, the terms of the following documents will govern in the following order of precedence:

a. Terms and conditions as contained in this Agreement
RFP25-015 – Micro-Transit Transportation Services
Any subsequent information submitted by CONTRACTOR during the evaluation and negotiation process
Insurance Requirements
Public Transportation Grant Agreement Between Florida Department of Transportation and the City of Pompano Beach, dated August 27, 2020.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year hereinabove written.

CITY OF POMPANO BEACH

Signed by:
By: Rex Hardin
502CB780EB3E480...
REX HARDIN, MAYOR

DocuSigned by:
By: Gregory P. Harrison
7052A67F15A44C0...
GREGORY P. HARRISON, CITY MANAGER

Attest:

DocuSigned by:
Kervin Alfred
D1C913A8ED334CA...
KERVIN ALFRED, CITY CLERK

Signed by:

APPROVED AS TO FORM:

DocuSigned by:
Mark E. Berman
343B0B2C81D9424...
MARK E. BERMAN, CITY ATTORNEY

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

"CONTRACTOR"

CIRCUIT TRANSIT INC.

Witnesses:

By: _____
James Mirras, Chief Operating Officer

Jennifer Villacis
(Print or Type Name)

Mary Croghan
MARY CROGHAN
(Print or Type Name)

STATE OF ~~FLORIDA~~ NEW YORK

COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 6th day of NOVEMBER 2025, ~~2021~~, by JAMES MIRRAS, as Chief Operating Officer of CIRCUIT TRANSIT INC., a Florida corporation on behalf of the corporation He is personally known to me or who has produced NEW YORK DRIVER LIC (type of identification) as identification.

NOTARY'S SEAL:

MARY E. CROGHAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CR6095486
Qualified in Suffolk County
Commission Expires July 14, 2027

NOTARY PUBLIC, STATE OF ~~FLORIDA~~ NEW YORK
Mary E. Croghan
(Name of Acknowledger Typed, Printed or Stamped)
MARY E. CROGHAN

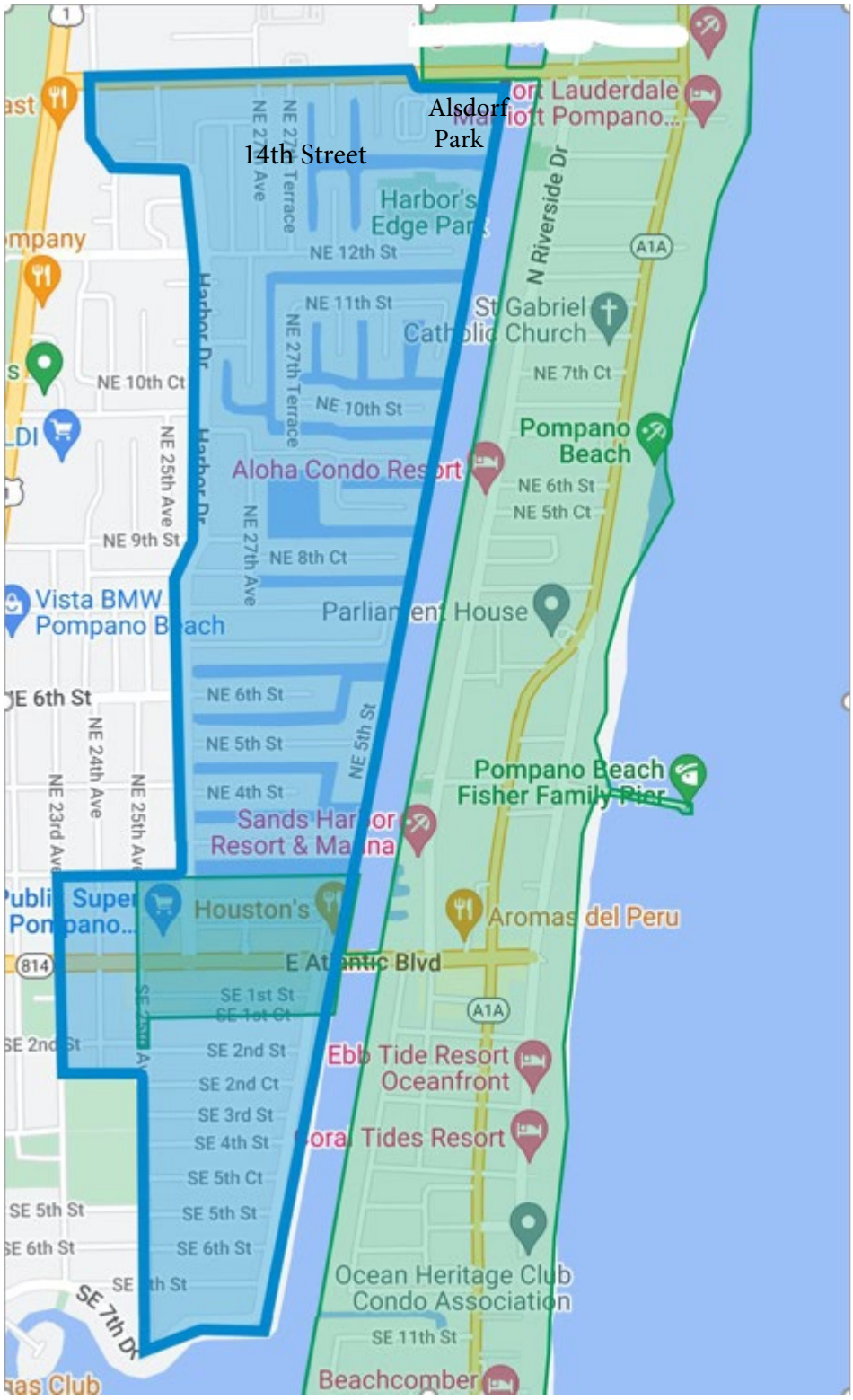
Commission Number No. 01CR6095486

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

EXHIBIT A

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

SERVICE AREA MAP - Future Route Current Route



Current Service Areas:
The areas shaded in green represent the zones currently served by the City's Micro Transit system. These areas are fully operational and receiving transit coverage as part of the existing service plan.

Proposed Expansion Areas:
The areas shaded in blue indicate the proposed zones for service expansion. While the exact boundaries are still under evaluation, these areas—but not limited to those shown—are being considered by the City as part of a potential extension of the Micro Transit program.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

TRANSPORTATION CONTRACT #13003
CIRCUIT TRANSIT INC., RFP25-015

Service Fee Structure

Rates	Amount	Notes
GEM Rate per Service Hour	$38.45	Cost before any advertising revenue or discounts, based on 821 monthly service hours.
Monthly Service Hours	821	Total aggregate hours of all drivers, measured from when a driver starts their shift to when the driver ends their shift, subtracting any unpaid hours.
Estimated Annual Advertising Revenue to City ☐Already Contracted)	☐$42,500☐	Contracted revenue based on our current advertising agreements through 1/3/27. This assumes only 2 cars continue to be available for advertising.
Annual Parking costs paid back to City	☐$9,600☐	Budgeted Costs that will be paid back to the city for parking.
Estimated Annual Cost to Pompano Beach	**$326,709**	Annual Total after estimated cost reductions.
Implied Rate per Service Hour	$33.16	Rate based on 821 monthly service hours of operations after estimated advertising & parking cost reduction.
Implied Rate per Hour of Operation	$27.55	Rate based on 988 monthly hours of operation after estimated advertising & parking cost reduction.
Implied Cost Per Rider	$2.75	Based on July 2025 Passenger Count.

Hours of Operation (hours to be determined depending on hours of operation of area restaurants/bars and demand for services):

Days of the Week	Time Schedule
Sunday	10 am - 8 pm
Monday - Thursday	10 am - 8 pm
Friday - Saturday	10 am - 11 pm

Proposer shall state their proposed hours of operation and employees to service the program for the City. The current schedule is:

Note: the City is willing to modify service hours based on input from proposers, based on an area assessment performed by proposers for area establishments and other factors.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

MICRO-TRANSIT TRANSPORTATION SERVICE

CONTRACT #13003

RFP25-015

SERVICE HOURS

Hours of Operation (hours to be determined depending on hours of operation of area restaurants/bars and demand for services):

The current schedule is:

DAYS OF THE WEEK	TIME SCHEDULE
Sunday	10 am – 8 pm
Monday – Thursday	10 am – 8 pm
Friday – Saturday	10 am – 11 pm

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

EXHIBIT B

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

EXHIBIT B

INSURANCE REQUIREMENTS : _____

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

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B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance		**Limits of Liability**
GENERAL LIABILITY:		Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis		
X__	comprehensive form	bodily injury and property damage
X__	premises - operations	bodily injury and property damage
__	explosion & collapse hazard	
_	underground hazard	
X__	products/completed operations hazard	bodily injury and property damage combined
X__	contractual insurance	bodily injury and property damage combined
X__	broad form property damage	bodily injury and property damage combined
X__	independent contractors	personal injury
X__	personal injury	
X__	CG2010	ongoing operations (or its' equivalent)
X__	CG 2037	completed operations (or its' equivalent)
__	sexual abuse/molestation	Minimum $1,000,000 Per Occurrence and Aggregate

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AUTOMOBILE LIABILITY:	☐	Minimum $1,000,000 Per Occurrence and $2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX	comprehensive form	☒ Minimum $10,000/$20,000/$10,000 (Florida's Minimum Coverage)
XX	owned	
XX	hired	
XX	non-owned	

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Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of $200,000.

REAL & PERSONAL PROPERTY

__	comprehensive form	Agent must show proof they have this coverage.

EXCESS LIABILITY		Per Occurrence	Aggregate
_ umbrella (Drop Down).	bodily injury and property damage combined	$1,000,000	$1,000,000

ENVIRONMENTAL/POLLUTION LIABILITY	Per Occurrence	Aggregate
* Policy to be written on a claims made basis	$1,000,000	$1,000,000

CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.

PROFESSIONAL LIABILITY		Per Occurrence	Aggregate
X_	* Policy to be written on a claims made basis	$1,000,000	$1,000,000

CONTRACTOR is required to provide Professional Liability if engineering and design is used.

CYBER LIABILITY		Per Occurrence	Aggregate
__	* Policy to be written on a claims made basis	$3,000,000	$3,000,000

__ Network Security / Privacy Liability
__ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
__ Technology Products E&O - $3,000,000 (only applicable for vendors supplying technology related services and or products)
__ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

CRIME LIABILITY		Per Occurrence	Aggregate
__	* Policy to be written on a claims made basis	$1,000,000	$1,000,000

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(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

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C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars ($100,000.00) per employee, Five Hundred Thousand Dollars ($500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

(2) Names and addresses of companies providing coverage;

(3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of $200,000.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2025

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
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071

CN143116387--GAUWC-25-26

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pacific Insurance Company Ltd.	10046
INSURER B : Lloyd's Of London	85202
INSURER C : Hartford Fire Insurance Company	19682
INSURER D : Insurance Company Of The West	27847
INSURER E : Certain Underwriters at Lloyd's MRS 457	
INSURER F : Trisura Specialty Insurance Company	16188

INSURED
Circuit Transit Inc.
Corporate Office
501 East Las Olas Blvd.
Fort Lauderdale, FL 33301

COVERAGES **CERTIFICATE NUMBER:** LOS-002745307-10 **REVISION NUMBER:** 3

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	X **COMMERCIAL GENERAL LIABILITY**			57 YR3 OH8457	06/11/2025	06/11/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			57 YR2 OH8391	06/11/2025	06/11/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
C	ANY AUTO			57 YR2 OH8393 (NY)	06/11/2025	06/11/2026	BODILY INJURY (Per person)	$
C	X OWNED AUTOS ONLY; SCHEDULED AUTOS			57 YQ3 OH8392 (MA)	06/11/2025	06/11/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
F				AESIR-265-AEFF-CTI-02-2025 (Excess)	06/11/2025	06/11/2026	Excess Auto (XS $1M)	$ 4,000,000
B	X **UMBRELLA LIAB** X OCCUR			B0509BOWCN2551370	06/11/2025	06/11/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			Excess of General Liability Only			AGGREGATE	$ 5,000,000
	DED RETENTION $							$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		WVE 5046725 06	03/01/2025	03/01/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(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
E	Cyber			01MRCT0000356-01	06/11/2025	06/11/2026	Limit, Ded: $25,000	3,000,000

APPROVED DavidDaley
By David Daley at 1:10 pm, Jun 17, 2025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER
City of Pompano Beach
100 W Atlantic Blvd.
Pompano Beach, FL 33060

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
Marsh Risk & Insurance Services

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EXHIBIT C

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Florida's Warmest Welcome

REQUEST FOR PROPOSALS (RFP)

RFP25-015

Micro-Transit Transportation Services

Non-Mandatory Pre-Proposal Meeting:
July 24, 2025, at 10:00 A.M.
Virtual Zoom Meeting
For access, go to:
https://www.pompanobeachfl.gov/meetings

RFP OPENING: August 19, 2025, at 2:00 PM
Virtual Zoom Meeting
For access, go to:
https://www.pompanobeachfl.gov/meetings

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July 15, 2025

Dear Prospective Proposers,

SUBJECT: REQUEST FOR PROPOSALS (RFP) RFP25-015 - Micro-Transit Transportation Services

The City of Pompano Beach (the "City") is interested in receiving proposals in response to the attached RFP for Micro-Transit Transportation Services.

Proposers must be registered on the City's eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at https://pompanobeachfl.ionwave.net/. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Proposals must be submitted electronically at (https://pompanobeachfl.ionwave.net), referred to hereinafter as the eBid System, on or before the date and time stated in **Section 2 —Schedule of Events. Proposals received after 2:00:00 p.m. ET on the due date will not be considered, and late bids will not be accepted**.

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." [F.S 287.057 (25)].

Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff. No other member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee should be contacted concerning this RFP. Any information that amends any portion of this RFP received by any method other than an Addendum issued to the RFP is not binding on the City of Pompano Beach.

Carefully read all portions of the RFP document to ensure the Proposer's bid fully complies with all requirements.

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Table of Contents

1. DEFINITIONS 4
2. SCHEDULE OF EVENTS 5
3. INTRODUCTION AND GENERAL INFORMATION 6
4. SCOPE OF SERVICES 7
5. TASK AND DELIVERABLES 11
6. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS 12
7. Proposal Requirements and Evaluation Criteria 13
8. EVALUATION AND AWARD 18
9. STANDARD PROVISIONS 21
10. ADDENDA 27
11. ATTACHMENTS AND EXHIBITS 27

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

1. DEFINITIONS

The following words, when used in this RFP, shall have the meanings ascribed to them, except where the context indicates a different meaning:

- ***"Bid"*** means an offer or Proposal submitted by a Proposer in response to any formal bid or solicitation. The terms ***Bid*** **and** ***Proposal*** may be used interchangeably throughout this RFP.
- ***"Contract"*** means any agreement resulting from this RFP. ***Contract*** and ***Agreement*** may be used interchangeably throughout this RFP.
- ***"Project"*** generally comprises furnishing short-distance on-demand electric vehicle services as described by the contract documents.
- "***Project Team***" means the Proposer, Other Team Members, and any subcontractors proposed by a Proposer in response to this solicitation.
- "***Proposer***" means the company/firm, corporation, joint venture, partnership, individual, or other legal entity submitting a Proposal to this RFP. The terms Proposer and Contractor may be used interchangeably throughout this RFP.
- "***Team Member(s)***" means each entity, as found in the organizational chart submitted within the Proposal, that will perform a lead role in the Project.
- "***Proposal***" means the complete response of the Proposer to the RFP, including adequately completed forms and supporting documentation. The terms Proposal and Solicitation may be used interchangeably throughout this RFP. The insurance requirements described herein reflect those requirements deemed necessary for the agreement/contract by the City.

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2. SCHEDULE OF EVENTS

RFP NUMBER:	**RFP25-015**
RFP TITLE:	**Micro-Transit Transportation Services**
RELEASE DATE:	**July 15, 2025**
DATE PUBLISHED IN SUN-SENTINEL	**July 18, 2025**
Non-Mandatory Pre-Proposal Meeting: VIRTUAL ZOOM MEETING	**July 24, 2025, at 10:00 AM**
WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:	**August 7, 2025, at 5:00 PM**
RFP RESPONSES DUE DATE/TIME:	**August 19, 2025**
EVALUATION COMMITTEE MEETINGS	**TBD**
RECOMMENDATION FOR AWARD:	**TBD**
DIRECT ALL INQUIRIES TO:	**https://pompanobeachfl.ionwave.net**
E-PROPOSAL SUBMITTALS ONLY:	**https://pompanobeachfl.ionwave.net**
PROPOSAL VIRTUAL OPENING:	**https://www.pompanobeachfl.gov/meetings**

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3. INTRODUCTION AND GENERAL INFORMATION

3.1. Project Background

The City is interested in continuing the micro-transit transportation program (the "Program") to transport users around the beach area and enhance ride-share services within the City. This Program will include short-distance, on-demand electric vehicle services on and near the barrier island between Atlantic Boulevard and S.E. 2nd Street to the south and Hillsboro Inlet Park to the north. In addition, the service may be expanded at the City's discretion.

The City is utilizing a Florida Department of Transportation (FDOT) Grant to offset the Program's costs. The grant application is included in Ordinance 2025-27, which is part of the Appendix to this solicitation. Proposers must affirm in their Letter of Transmittal that they are familiar with the grant's requirements and are able to fully comply with all applicable terms and conditions.

3.2. Non-Mandatory Pre-Proposal Meeting

The Pre-Proposal Meeting will be held via a Virtual Zoom Meeting on July 24, 2025, at 10:00 AM. (local). The Zoom link is available on the City's Meetings webpage: https://www.pompanobeachfl.gov/meetings.

3.3. Proposal Submittal Due Date

The City will receive sealed proposals by **2:00 p.m. (local) on August 19, 2025**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date will not be considered.

3.4. Questions and Communication

http://www.pompanobeachfl.ionwave.net is the official method of the Procurement and Contracts Department, which has approved the distribution and communication of all competitive solicitations. All questions regarding this RFP must be submitted using the Questions feature in the eBid System on or before **August 7, 2025, at 5:00 PM** via http://www.pompanobeachfl.ionwave.net/. Questions received after this date and time will not be answered. Questions submitted by Proposers will be answered through the IonWave Questions feature or via Addenda, if necessary. Any verbal or written information obtained from sources other than the information included in this RFP document or by an Addendum shall not be binding on the City.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

4. SCOPE OF SERVICES

4.0 Scope of Services:

The City's primary objective in developing the Program is to ultimately relieve congestion on the barrier island and west on Atlantic Blvd. to S.E. 25th Avenue. The City plans to further extend routes, including but not limited to the north through Harbor Village to 14th Street and south from Harbor Drive to SE 7th Street. With this, the City would like to maintain the on-demand service to residents and visitors, whereby services could be demanded for pick-up directly from a residence, hotel, or other local attraction for transport to and from area restaurants and other amenities. The City's intention is to also provide for some park and ride locations within the City, located on the barrier island, as well as located just west of the Intracoastal Waterway on Atlantic Blvd. It is expected that the system would improve traffic congestion while reducing emissions.

4.1. Key Program Parameters:

4.1.1. The City will select one (1) qualified proposer.

4.1.2. Vehicles must be Neighborhood Electric Vehicles (NEVs), GEM cars, or similar, compliant with Federal Motor Vehicle Safety Standards (FMVSS), and equipped with modern charging equipment.

4.1.3. The Program will start with at least three (3) vehicles and an ADA-compliant vehicle in reserve, with options to expand based on demand as services increase.

4.1.4. The Program will operate as a demand-response system, offering point-to-point transit within the service area boundary.

4.1.5. The proposer must provide all necessary vehicles, personnel, and resources to support the agreed-upon service schedule. Operations are expected to begin within 30 days of contract execution.

4.1.6. Proposers must recommend vehicle sizes and frequencies that efficiently accommodate future ridership demand.

4.2. Program Objectives:

Proposers are expected to meet the following program objectives:

4.2.1. Operate an on-demand response system within the designated service area (Attachment A); final stops/routes to be determined.

4.2.2. Transport riders, which may include area residents, visitors, and employees, to and from their destination.

4.2.3. **Provide the flexibility and availability of resources to scale up and down the supply of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve the maximum level of service.**

4.2.4. Provide a safe and pleasant rider experience with qualified, courteous drivers who represent the City.

4.2.5. Offer a mobile app allowing users to locate their position and hail nearby vehicles.

4.2.6. Reduce time spent by workers and visitors searching for parking.

4.2.7. Enable users to travel within the service area without needing to drive, park, or even own a personal vehicle.

4.2.8. Help reduce traffic congestion and vehicle emissions.

4.3. Customer Service:

The provision of excellent customer service is one of the City's key factors for the Program. The selected Proposer will be responsible for addressing all complaints in a courteous and timely manner and provide reports to City staff as needed.

4.4. Program Service Package:

The City is seeking a creative and flexible program service package to satisfy its mobility needs and provide a comprehensive transportation solution. Riders need to be transported within the service area. The Program will be awarded to one (1) Proposer to address the City's needs.

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4.5. Service Parameters for Micro-transit Services:

The use of environmentally friendly vehicles is required, more specifically, a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supplies state-of-the-art charging equipment for electric golf cart vehicles. The vehicles used throughout the term of the contract must be consistent and identifiable with the appropriate program signage.

The criteria below constitute the City's service guidelines for the point-to-point program:

4.5.1. The program will serve the City's residents, guests, and commuters by providing on-demand rides to work, for shopping, restaurants, events, and nightlife access. Service will be provided as indicated above. Any changes in the service hours shall be in writing and mutually agreed upon.

4.5.2. The program may also serve park-and-ride lots in various locations (as discussed earlier in this RFP) from which patrons (i.e., area workers) will be picked up and taken to their destination within the service area.

4.5.3. All trips must begin and end within an area as shown on the service area map (Attachment A). Any changes in the service area shall be in writing and mutually agreed upon.

4.5.4. Currently, the service is free to users. For on-demand services, the service must be provided in fully-electric vehicles that are on-call via a mobile app, phone number, or ride-hailing. The vehicle will be a neighborhood electric vehicle (NEV), GEM car, or similar that meets the Federal Motor Vehicle Safety Standard (FMVSS) and supplies state-of-the-art charging equipment. This is the preferred vehicle type; however, respondents may include information on alternative vehicles. After requesting a ride, patrons must be picked up promptly and safely delivered to their destination, with a reminder to use the app again for subsequent trips back to their point of origin or another destination.

4.5.5. The proposer shall provide a mobile application compatible with Android and iPhone for requesting on-demand rides. The app must also be able to accept payments if the City requests them.

4.5.6. When requesting a ride via the mobile app, patrons must immediately be given an estimated time of arrival based on driver availability. Vehicles shall collect ridership data via app and manual counts, with phone calls or ride-hailing. Additionally, the proposer will maintain accurate and complete records of the service and submit monthly, quarterly, and yearly reports to the City. These reports may also include, but are not limited to, hourly, daily, weekly, and monthly ridership data, complaints, mileage, driver's names and suspensions, and accidents.

4.5.7. Proposer must include an ADA vehicle as part of the fleet.

4.5.8. Proposer shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate engagingly with riders while answering their questions. Drivers of the selected Proposer will serve as ambassadors for the City, and they must be employees of the Proposer. Qualified drivers must be screened, hired, and trained by the proposer, with satisfactory background checks. Additionally, drivers will undergo any further training deemed necessary by the City. The proposer will provide the City with background checks on all drivers. The City shall have the right to reject or approve all drivers in its sole and absolute discretion. All drivers must have valid Florida driver's licenses and adhere to all City, Broward County, and state traffic and driving laws. Drivers must wear a company uniform and name tag.

4.5.9. Proposer will communicate any problems or requests to the City through the City's Parking Manager or designee.

4.5.10. Proposer will have the right to suspend operation of the vehicles without penalty in the case of extreme weather with written notification to the City.

4.5.11. The program's term shall be up to five (5) years from contract execution, with the option of two one-year renewals.

4.5.12. Vehicle maintenance and charging must be performed by the proposer.

4.5.13. Proposer is responsible for ensuring that drivers and all passengers on board vehicles are in compliance with all federal, state or local regulations governing the operation of a vehicle on public or private streets.

4.5.14. Proposer shall be responsible for the cleanliness of the interior and the exterior of the vehicles.

4.5.15. The City reserves the right to require the immediate dismissal of any personnel who fail to meet the standards outlined above. Relief personnel shall be readily available throughout the term of the contract.

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4.6. Mechanical Operational Issues

The Proposer must maintain at least three vehicles in operation and an ADA vehicle in reserve and available on demand at all times. Proposers must demonstrate their ability to replace any vehicles with mechanical issues or employees who are unable to come in within 24 hours.

4.7. Advertising:

Subject to the City's prior written consent, advertising within and/or outside of vehicles for area businesses may be permitted and is encouraged to offset operational costs, if in accordance with all City ordinances, policies, and procedures, as applicable.

4.8. Grant Requirements:

The Proposer shall be solely responsible for maintaining full compliance with all federal, state, and local grant requirements applicable to the micro-transit transportation services provided under this Agreement. This responsibility includes ensuring that all documentation, operational practices, data reporting, and service delivery meet the standards and conditions established by any grant funding sources identified by the City, including but not limited to the Federal Transit Administration (FTA) and the Florida Department of Transportation (FDOT).

The Proposer must identify and understand all applicable grant conditions and continuously monitor its service delivery and documentation practices to ensure ongoing compliance. If any changes, discrepancies, or required adjustments arise that could affect compliance—such as those related to operational procedures, reporting protocols, performance metrics, or documentation standards—the Proposer shall promptly notify the City in writing. This notification must include a description of the issue and a proposed plan of corrective action or recommended adjustments for City review and approval, submitted within five (5) business days of identifying the issue.

In addition, the Proposer shall maintain all necessary records and documentation to demonstrate compliance with applicable grant requirements and to support the City in audits, grant reporting, or reviews conducted by funding agencies. Any issues of non-compliance, including those resulting in disallowed costs, penalties, or corrective actions required by a funding agency, shall be the sole responsibility of the Proposer. The Proposer's failure to comply with these requirements may be deemed a material breach of contract.

4.9. Cost of the Program to the City:

The selected proposer shall ensure that any fees to be charged to the City for the Program are outlined in the agreement for all years of the contract. Fees that are not outlined in the agreement will not be accepted. All fees shall remain firm for the contract period. Any additional pricing thereafter will be subject to approval by the City in its sole discretion.

If the Proposer believes that there are options for revenue sharing or Cost Sharing with the City, the proposer shall submit potential allocations based on Revenue Sharing, Ridership, or another unit cost that can be measured.

The City's service is currently free to riders, but the city reserves the right to charge riders at some point in the future. The Proposer's Mobile Application must be able to accommodate this.

4.10. Selected Proposer's Responsibility:

The selected Proposer shall be responsible for ensuring that all its employees are in compliance with the Terms, Conditions, and Specifications outlined in this Request for Proposals at all times.

4.10.1. The City will provide storage and charging stations for the Proposer's use for a fee. The base year cost is $2,400, with escalations of 3% a year thereafter.

4.10.2. The vehicles must be in compliance with all applicable Federal, State, and Local regulations pertaining to the services as specified or required.

4.10.3. The selected Proposer will be responsible for securing its own office space, if applicable.

4.10.4. The selected Proposer will be responsible for all costs associated with operating and maintaining its own fleet of vehicles, including but not limited to charging, maintenance, registration, storage, and insurance.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

4.11. Hours of Operation (hours to be determined depending on hours of operation of area restaurants/bars and demand for services):

Proposer shall state their proposed hours of operation and employees to service the program for the City. The current schedule is:

Days of the Week	**Time Schedule**
Sunday	10 am - 8 pm
Monday - Thursday	10 am - 8 pm
Friday - Saturday	10 am - 11 pm

Note: the City is willing to modify service hours based on input from proposers, based on an area assessment performed by proposers for area establishments and other factors.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

5. TASK AND DELIVERABLES

5.1. On-demand electric vehicles (i.e., golf cart-type vehicles) must hold a minimum of 5 passengers (not including the driver).

5.2. No driver of a golf cart vehicle regulated under this article shall:

5.2.1. Operate a golf cart without a valid driver's license;
5.2.2. Solicit patronage in a loud or annoying tone of voice or by sign or in any manner annoying any person or obstructing the movement of any person, or following any person for the purpose of soliciting patronage;
5.2.3. Operate a golf cart (or other electric vehicle type) while carrying a number of passengers that exceeds the number of passengers the seats were designed to accommodate;
5.2.4. Permit a passenger to stand in the golf cart while the vehicle is in motion;
5.2.5. Collect fares for the golf cart service, unless approved by the City in writing.
5.2.6. Solicit business for any hotel or attempt to divert patronage from one hotel to another; engage in selling alcoholic beverages or solicit business for any house of ill repute or use the pedicab or low-speed vehicle for any purpose other than the transporting of passengers;
5.2.7. Sit, sleep, loiter, or permit others to sit, sleep, or loiter within the passenger compartment of a golf cart while parked on a public street;
5.2.8. Use indecent or profane language, be guilty of loud or boisterous talking, shouting or disorderly conduct, or vex or annoy any passenger or any other person;
5.2.9. Use intoxicants either immediately before or while on duty, or use controlled substances at any time;
5.2.10. Operate a golf cart on streets designated as state roads or on routes deemed restricted by the city. Vehicles shall operate only on streets where the posted speed limit is 35 miles per hour or less.
5.2.11. Demand a fare from a passenger for an on-demand golf cart.
5.2.12. Operate a golf cart so as to impede the flow of pedestrians;
5.2.13. Operate a golf cart in a manner that results in damage to public property;
5.2.14. Operate a golf cart on or within a designated park or on a sidewalk.
5.2.15. Leave any golf cart unattended at any time except to perform such duties as required to service passengers.
5.2.16. Permit a passenger or anyone to sit anywhere other than the passenger seat within the golf cart;
5.2.17. Create, or materially contribute to, a parking problem or traffic congestion as a result of the operation of the golf cart;
5.2.18. Comply with all applicable state traffic laws, including, but not limited to F.S. §§ 316.2065 and 316.2122, respectively, as the same may be amended from time to time;
5.2.19. Obstruct other vehicular traffic by unnecessarily weaving or changing lanes of travel;
5.2.20. Operate, maneuver, incline, spin, tilt, tip, slope, or position a golf cart in any manner that would unnecessarily place a passenger in any position other than seated upright;
5.2.21. Allow either the driver or any other passenger or occupant of the golf cart to drink or consume alcoholic beverages or to possess an open container of alcoholic beverages;

Refuse or neglect to transport to any place in the assigned service area any orderly person who is requesting service regardless of race, sex, religion, color, national origin, age or physical disability Drivers may refuse service to any person who is disorderly, or to any person who causes a driver to have a reasonable apprehension of fear for his or her safety

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

6. SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

6.1. Submission Format Requirements

Proposals must be submitted electronically through the eBid System (https://pompanobeachfl.ionwave.net) on or before the date and time stated in Section 1-Schedule of Events. Please follow all the steps and requirements to submit proposals at http://www.pompanobeachfl.ionwave.net/. Submissions must include all documents, requirements, and attachments advertised on the website within the Attributes tab and the Response Attachments tab of the eBid System.

The City will not be responsible for delays caused by technical or other issues. It is the sole responsibility of the Proposer to ensure its Proposal is successfully submitted in the eBid System before the established deadline for Proposal submission.

The City reserves the right to reject and not consider any proposals that are not submitted according to the requirements established herein.

6.2. Proposer's Responsibilities

Before submitting a response, the Proposer shall be solely responsible for making any investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the Contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the Contract and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

6.3. Costs Incurred by the Proposer in Preparation of the Proposal

Proposers are responsible for any and all costs associated with responding to this RFP. The City will not reimburse any Proposer for preparation, submittal, travel, or per diem costs. All expenses involved with the preparation and submission of Proposals, or any work performed in connection with this solicitation, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer and shall not be reimbursed by the City.

6.4. Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

6.5. Environmental Regulations

The City reserves the right to consider the Proposer's history of citations or violations of Environmental Regulations, and in investigating the Proposer's responsibility. Further, it reserves the right to declare the Proposer not responsible if the history of violations warrants such determination in the opinion of the City. The Proposer shall submit a complete history of all citations, violations, notices, and dispositions within the Proposal. The non-submission of any such documentation shall be deemed an affirmation by the Proposer that there are no citations or violations. The Proposer shall notify the City immediately of notice of any citation or violation, which the Proposer may receive after the RFP opening date and during the time of performance of any contract/agreement awarded to it.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

7. PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

This section represents the information that will be utilized to determine if the Proposals are complete and the assignment of points following the evaluation criteria in Section 7 for the proposal submitted. The maximum possible points awarded for each section are noted. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may disqualify the entire proposal. In addition, to maintain comparability and facilitate and expedite the review process, it is strongly recommended that the proposals be organized as specified below:

7.1. Proposer's Qualifications and Experience: (Maximum 15 Points)

7.1.1. Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of the contact person, and the date.

7.1.2. Table of Contents:

Include a clear identification of the material by section and by page.

7.1.3. Letter of Interest:

Letter of Interest, signed by an authorized representative of the Proposer's firm, expresses the Proposer's commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding and any partners of a joint venture
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

7.1.4. Understanding of the Project:

Written understanding of the project needs and how the Proposer's team intends to apply this information to benefit the City and the community.

7.1.5. Organizational Chart and Principal/Key Team Members:

Identify the management plan and provide an organizational chart for the team. The proposer must describe, at a minimum, the basic approach to these projects, including the reporting hierarchy of staff and sub-consultants. Clarify the individual(s) responsible for coordinating separate components of the scope of services that will be designated as principals and/or key team members for the Proposer. The person responsible for day-to-day contact with the City to address any issues should be clearly identified. The Proposer must commit that the principals and personnel named in the response will perform the services throughout the Agreement term unless otherwise provided for by way of a negotiated Agreement/written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing. If the Provider will need to hire new personnel to service the City's contract, the Provider must discuss the willingness to try and hire locally for qualified personnel in accordance with the Provider's customary hiring practices. This may ensure employees' familiarity with the City and any relevant landmarks and area amenities.

7.1.6. Statement of Skills and Experience of Project Team:

Provide resumes for key project team members and their experience in similar projects within the last 5 years. Brief corporate background and explanation of qualifications for this particular type of project as related to key team members. Include the experience of the prime consultants as well as other members of the project team, i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Include municipal contracts. Name specific projects (successfully completed within the past 2 years) where the team members have performed projects with similar characteristics. Discuss any past experience working with clients where a grant was involved and required compliance with grant requirements.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

7.1.7. Unique Capabilities:

Identify any additional or unique resources, options, capabilities, or assets the Proposer would bring to this project. This may include technological capabilities (fee structure, ability to accommodate area business collaborations, such as discounts, etc.) relative to the provider's app and reporting capabilities, as well as any other attributes the provider wishes to share.

7.1.8. Conflicts of Interest:

Provide the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee, elected or appointed official of the City of Pompano Beach. Further, the Proposer must disclose the name of any City employee, elected or appointed official who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

7.1.9. Litigation:

Disclose any litigation within the past five (5) years of the firm's/team member's performance, including status/outcome. If there is no litigation, the Proposer must include a letter that no litigation exists within the past (5) years.

7.1.10. Office Locations:

Identify the office's location from which services will be rendered and the number of professional and administrative staff at the prime office. Also, identify the location of office(s) of the prime and the sub-consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location. If firms are situated outside the local area (the City of Pompano Beach), include a brief statement as to whether or not the firm will arrange for a local office during the contract term, if necessary.

7.2. References: (Maximum 10 Points)

Provide no more than five (5) references, preferably of a similar program's size and scope. The successful team must include members with similar experience. Projects can include past and active projects. Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to the respondent's activities concerning the project.

7.3. Compliance with Scope and Program Requirements:(Maximum 15 Points)

Proposers are required to explicitly demonstrate how their approach will ensure full compliance with all scope elements and programmatic requirements as outlined in **Section 4 (Scope of Work)** and **Section 5 (Program Requirements)** of this RFP.

Proposers must clearly correlate their proposed methodology with each applicable requirement in Sections 4 and 5, ensuring no requirement is omitted or insufficiently addressed.

7.4. Technological Capabilities:(Maximum 10 Points)

The Proposer must discuss their mobile application (fee structure, ability to accommodate area business collaborations, such as discounts, etc.) relative to the provider's app and their reporting capabilities for the City to review ridership, peak demand hours, average age of riders, wait times, or any other relevant data. Please provide a sample of such a report.

7.5. Staffing and Vehicle Specifications – (Maximum of 15 points)

Indicate the staff/employees used in the operations. The Proposal must also include the number and type of vehicles that can be utilized at any one time to provide the Micro Transit services for the City. The Proposal shall also include specifications of all vehicles that will be utilized, including the make, model, size, and passenger capacity. Applicants shall verify ADA access and confirm that vehicles are adequately structured to board handicapped individuals.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

7.6. Cost Proposal (Details of Passengers' Fares; Costs/Expenses and or Potential Revenue Sharing with the City) – (Maximum of 20 points)

Cost Proposals will be evaluated based on the value provided to the City for the cost of services. The City requests proposers to provide pricing on an hourly basis per vehicle per driver, with options and different rates for different electric vehicle types, to allow the City to expand and decrease services as needed in response to ridership demand.

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided, costs associated with services provided, fees to customers, anticipated electric costs (if available), optional services, etc. Proposers also shall submit a Cost Proposal to the City of Yearly Operating Costs and the services (number of vehicles operating, average staff operating, etc.) that shall be provided, including all costs. Include a concise narrative with sufficient detail indicating the overall project-task budget, contributing revenue offsets, and itemized cost breakdowns. Pricing will be fixed unless pricing volatility exists, as referred to in Section 9.27.

If the Proposer believes that there are options for revenue sharing or Cost Sharing with the City, the proposer shall submit potential allocations based on Advertising, Revenue Sharing, Ridership, or another unit cost that can be measured.

7.7. Proposed Marketing and Sales Plan – (Maximum of 10 points)

Proposers shall submit a draft Marketing and Sales Plan stipulating how they intend to advertise their services, on what platforms, and what discounts and promotional events will be performed. Indicate any community outreach or partnerships that will be performed with local businesses, including hotels and restaurants.

The City is very interested in providers implementing a program to advertise businesses on the vehicles. This could be an area restaurant, the casino, etc. Providers must discuss their approach to implementing such a program and may even consider reaching out to businesses for interest as part of their proposal. The City is interested in a revenue split on any advertising contract negotiated by the provider and must discuss the planned structure in their proposal. City must approve any business selected and be provided with a copy of any successful contract.

7.8. Local Business Program (Maximum 5 points)

The Procurement and Contracts staff will evaluate this section. On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City businesses in the City's procurement process.

For purposes of this solicitation, “Local Business” will be defined as follows:

TIER 1 LOCAL VENDOR.

POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS. A business entity that has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least ten percent of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

TIER 2 LOCAL VENDOR.

BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS. A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

of the City or includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a solicitation.

LOCAL VENDOR SUBCONTRACTOR.

POMPANO BEACH BUSINESS. A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a solicitation.

You can view the list of City businesses with a current Business Tax Receipt on the City's website and locate local companies that are available to perform the work required by the RFP scope of services. The business information, sorted by business use classification, is posted on the Business Tax Receipt Division webpage: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City is **strongly committed** to ensuring the participation of City Businesses as contractors and subcontractors for procuring goods and services, including labor, materials, and equipment.

Proposers are required to participate in the City 's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the contract.

The goal for this Solicitation is **10%** for Local Vendor.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the contract, the Prime Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the contract. This documentation shall be provided to the City Commission for acceptance.

The awarded Proposer will be required to submit "Local Business Subcontractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Subcontractor Utilization Report template and instructions have been included in the bid document.

Failure to meet Local Vendor Goal commitments will result in "unsatisfactory" compliance rating. Unsatisfactory ratings may impact award of future projects if a sanction is imposed by the City Commission.

The City shall award a Local Vendor preference based upon vendors, contractors, or subcontractors who are local with a preference as follows:

For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.

For evaluation purposes, local vendors shall receive the following preferences:

Tier 1 business, as defined by this subsection, shall be granted a preference in the amount of 5 Points.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Tier 2 business, as defined by this subsection, shall be granted a preference in the amount of 2.5 Points.

It is the responsibility of the awarded vendor/contractor to comply with all Tier 1 and Tier 2 guidelines. The awarded vendor/contractor must ensure all requirements are met before contract execution.

7.9. Other Required Documentation

The following documents are required to determine whether the Proposal meets the minimum requirements. However, these documents will not be considered when scoring the proposal.

7.9.1. City Forms:

Responses should include all pages of this solicitation, initialed where indicated, and completed SBE and Local Business forms. These forms are included in this RFP and available as attachments to the eBid System. These forms must be completed electronically in the Attributes tab or uploaded to the Response Attachments tab of the eBid System.

7.9.2. Insurance

Please review Exhibit B in the attachments Tab for the City's Insurance Requirement for this solicitation.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

8. EVALUATION AND AWARD

8.1. Minimum Eligibility Requirements

All proposals received must meet the minimum eligibility requirements as required in Section 6 and be confirmed at the time of submission to be considered for further evaluation. Failure to meet the Minimum Eligibility Requirements shall disqualify the entire proposal and prevent it from being considered for further evaluation.

The City reserves the right to seek any information or documentation from the Proposer or other source(s) as the City determines is necessary. Failure to submit any additional information in accordance with the City's request shall result in a Proposal being deemed non-responsive.

8.2. Evaluation Committee

The City Manager will approve a selection evaluation committee to assist in evaluating the Proposal(s) received and to select the most qualified company or firm. All Proposals will be evaluated by the Evaluation Committee and Procurement and Contracts staff based on the information submitted by the Submitting Firm(s) in response to this RFP. The Committee's findings will be presented to the City Commission. Based upon the evaluation, the Evaluation Committee will recommend one Submitting Firm to the City Commissioners for the award and execution of a Service Agreement.

8.3. Evaluation Process - Presentations

The Procurement and Contracts Department staff will initiate the review of the Proposals to determine the responsible and qualified Proposals that meet the Minimum Eligibility Requirements. All responsible and qualified Proposals will be provided to the Evaluation Committee. The Evaluation Committee will score the proposals based on the following:

SECTION NUMBER AND DESCRIPTION		POINTS
7.1	Proposer's Qualifications and Experience/Org Chart	15
7.2	References	10
7.3	Compliance with Scope and Program Requirements	15
7.4	Technological Capabilities	10
7.4	Staffing and Vehicle Specifications	15
7.5	Cost Proposal	20
7.6	Proposed Marketing and Sales Plan	10
7.7	Local Business Program	5

The Committee reserves the right to shortlist the proposals received or to request oral presentations from the proposers. If the Committee requests presentations, they will be scheduled in the future. The Proposers will each provide up to a 20-minute presentation to the Evaluation Committee members, followed by a question-and-answer period.

The Evaluation Committee shall rank the Proposers based on the criteria stated within this solicitation, the information provided in the proposal, and the presentation. After all members of the Evaluation Committee provide their scores for all Proposals, the scores will be calculated and combined, and the sum of qualitative scores will be converted to rankings. The highest-ranked Proposer(s) will enter into negotiations for the final terms of the contract. If contract negotiations cannot be completed with the highest-ranked team, then negotiations may proceed to other ranked teams in accordance with FSS 287.055.

8.4. Tie Breaker:

In case there is a tie for the highest-ranked proposers, the recommendations shall be made by giving preference to the following items in this order:

1) Maintenance of a Drug-Free Workplace in accordance with the requirements of 287.087, F.S.
2) Local Business Program Participation
3) Closest Proximity/Location to the Project site
4) Coin Toss

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

8.5. Technicalities:
Failure to respond, provide detailed information, or provide requested proposal elements may reduce points in the evaluation process. The Committee may recommend rejecting any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may recommend that Procurement and Contracts Department staff negotiate the best terms and conditions with that sole Proposer or may recommend rejecting the proposal.

8.6. Committee Questions:
The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for shortlisting purposes. After an initial review of the proposals, the City may invite proposals for an interview to discuss the proposal and meet the company's/firm's representatives, particularly key personnel assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview nor bear any obligation in further consideration of the submittal.

8.7. Committee's Recommendations:
The Evaluation Committee may recommend rejecting any proposals or awarding the Micro-Transit Transportation Services. A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee may choose to conduct negotiation session(s) with as many ranked responsive and responsible proposers, in its sole judgment, as they deem appropriate before making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to recommend negotiations with only a single responsive and responsible proposer if the Committee chooses to do so. During any such negotiations, the City staff assigned to negotiate reserves the right to negotiate any term, condition, specification, or price during an exempt negotiation session with the highest-ranked responsive and responsible Proposer.

Per Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to exclude the other ranked responsive and responsible Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive and responsible Proposer first, then the second highest-ranked Proposer, and so on until finished. The Committee also has the discretion to commence negotiations with only a single responsive and responsible proposer if it chooses to do so. Each ranked responsive and responsible Proposer must be represented during its exempt negotiations session by an authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer. Any information communicated between the Committee and a ranked responsive and responsible Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive and responsible proposers, until disclosure is permitted under Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive and responsible Proposers; to declare an impasse with a ranked responsive and responsible Proposer; or to proceed with further negotiations with one (1) or more of the next

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

highest-ranked responsive and responsible Proposers. The Committee may declare an impasse with a ranked responsive and responsible Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are unsuccessful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to recommend an award to a ranked Proposer if it is in the best interest of the City and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award.

8.8. Negotiations:

Following the Evaluation Committee Meeting, the City reserves the right to enter into negotiations with the successful Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a Contract with any successful Proposer and may cease negotiations at any time. The Proposer also understands and acknowledges that no property, Contract, or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to, approved by the City, and executed by the parties. During the negotiation process, the City reserves the right to request the best and final offer from the Proposer with whom the City is negotiating.

8.9. Determination of Award:

The City Commission shall consider the Committee's award recommendation for this RFP and may approve such a recommendation. The City Commission may also, at its option, reject the Evaluation Committee's recommendation, or it may also reject all Proposals, in which case the City may choose to re-advertise this project "as is" or by adopting a modified version.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

9. STANDARD PROVISIONS

9.1. RFP Conditions and Provisions

The proposal must be submitted to the City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements, and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Exceptions or deviations to this solicitation may not be added after the submittal date. All Proposers are required to provide all information requested in this RFP. Failure to do so may result in the proposal's disqualification.

The City reserves the right to postpone or cancel this RFP or reject all proposals if, in its sole discretion, it deems it in the City's best interest to do so. The City reserves the right to waive any technical or formal errors or omissions, reject all proposals, or award a contract for the items herein, in part or whole, if it is determined to be in the City's best interests.

The City shall not be liable for any costs incurred by the Proposer in preparing proposals or for any work performed therein.

9.2. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than one hundred eighty (180) days from the closing date of this solicitation.

9.3. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by using the eBid System or through written communication to the Procurement and Contracts Department, 1010 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

9.4. Protest Procedures

The Protest Procedures established within the Procurement and Contracts Procedures Manual and Section 120.57, Florida Statutes must be followed to file a valid Protest to this solicitation. To be considered, protests concerning the proposed solicitation award must be filed in writing with the Procurement and Contracts Director. They may only be filed by bidders or proposers whom the solicitation or award may aggrieve. The initial protest must be addressed to the following:

Director of Procurement and Contracts, City of Pompano Beach
1010 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

9.5. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state, and local laws, ordinances, rules, standards, and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility for compliance.

9.6. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reason, the Proposer's staff assigned to this project at any time. Background checks may be required at the discretion of the City.

9.7. Contract Terms

The contract shall include, at minimum, this RFP document and the successful Proposer's proposal. The City of Pompano Beach City Attorney shall prepare the contract. If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, the contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

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9.8. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition, or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by duly executed writing.

9.9. Manner of Performance

The proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations. Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees who are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registrations, authorization, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

9.10. Quality

All materials and supplies used to construct the services within this RFP shall be new unless otherwise specified. The items must be new, of the latest model, quality, and the highest-grade workmanship. Reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype, or other types of product(s) of this kind are unacceptable without written correspondence from the City with the City Manager's approval**.**

9.11. Omissions

Omissions in the specifications of the RFP, Attachments, Exhibits, or any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be interpreted as meaning that only the best available units or service shall be provided. The best commercial practices are to prevail, and only materials and workmanship of first quality are to be used to submit this proposal.

9.12. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

9.13. Composition Of Project Team

The principals and personnel named in the proposal must perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to the same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

9.14. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representatives, successors, and assigns.

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9.15. Termination

The City of Pompano Beach may terminate the contract resulting from this RFP without cause upon providing the contractor with at least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies such party may have.

9.16. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be the 17th Judicial Circuit Court of Broward County, Florida.

9.17. Relationship to the City

It is the intent of the City, and the Proposer hereby acknowledges and agrees that the successful Proposer is considered to be an independent Contractor and that neither the Proposer nor the Proposer's employees, agents, or Contractors shall, under any circumstances, be considered employees or agents of the City.

9.18. Cone of Silence

The Cone of Silence shall take effect once this solicitation is released to the General Public. Respondents to this solicitation or persons acting on their behalf may not contact any aspect of this solicitation, except in writing, the Procurement and Contracts Department staff until the City Commission takes action by approving or rejecting the award. Violation of this provision may be grounds for rejecting a response." (F.S 287.057 (25)). Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any member of the City Commission, City Clerk, City Manager's Office, any Evaluation Committee Member, or any other City of Pompano Beach employee after Procurement and Contracts releases a solicitation to the General Public. All communications must go through the Procurement and Contracts Department staff.

9.19. Communications

No negotiations, decisions, or actions shall be initiated or executed by the Proposers as a result of any discussions with any City employee. Only those communications in writing from the City may be considered duly authorized expressions on behalf of the City. In addition, only communications from Proposers that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of Proposers.

9.20. Conflict Of Interest

To determine any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or employee of the firm. If any City employee is an owner, corporate officer, or employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

9.21. Lobbying

No Lobbying Permitted: As to any matter relating to this solicitation, the Proposer, project team member, or anyone representing the Proposer is advised they are prohibited from contacting or lobbying the Mayor, any City Commissioner, City employees, agents, or any other person working on behalf of the City related to or involved with this solicitation, including all members of the City and CRA advisory committees. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer's team. All questions regarding the solicitation are to be submitted using the Questions feature in the eBid System. Any violation of this condition may result in rejection and disqualification of the response/Proposal. **This "No Lobbying Provision" is in effect from the date of publication of the solicitation and shall terminate when the City approves the execution of a Contract with an awarded Proposer, rejects all responses, or otherwise takes action, which ends the solicitation process.**

The Proposer shall disclose any commitment, direct or indirect, financial or otherwise made to any person,

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entity, institution, or association (Recipient), other than a team member identified as required by the solicitation submittal requirements, in connection with or potentially in connection with this solicitation. Because of the City's commitment to complete transparency regarding this solicitation, the Disclosure Form shall be required to be updated to include additional Recipients, if any, up to and including the date of approval by the City Commission of the final negotiated Agreement. Additionally, all such Recipients shall be required to register as lobbyists as required by Sec. 34.402 of the City's Code.

9.22. Right to Inspect or Audit

Contractor's records which shall include but not be limited to accounting records, written policies, procedures, computer records, disks and software, videos, photographs, subcontract files (including Proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to the examination shall also include, but are not limited to, those necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations, and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to the Contractor pursuant to the agreement/contract. The City's agent or authorized representative shall have access to the Contractor's facilities, all necessary records, and adequate and appropriate workspace to conduct audits in compliance with this article. The City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with this article's provisions by inserting the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts that include such provisions shall be a reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

9.23. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

9.24. Drug-Free Workplace

The selected firm(s) must verify that they will operate a "Drug-Free Workplace" as outlined in Florida Statute 287.087.

9.25. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9.26. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright. In that case, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement because of the use of any such patented

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design, device, trademark, copyright, material, or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay because of any infringement at any time during or after completion of the work.

9.27. Price Adjustments

Prices offered shall remain firm throughout the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing thirty (30) calendar days before the first-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis after that. Unit price adjustments must have written approval from the City before invoicing. Any unit price adjustment invoiced without written consent from the City shall not be paid, and the invoice will be returned to the Awardee for correction.

The Director, Procurement and Contracts, may, in the Director's sole discretion on behalf of the City, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that **ALL** the following circumstances exist:

i. The volatility is due to causes wholly beyond the vendor's control and
ii. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
iii. The effect on pricing or availability of supply is substantial, and
iv. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: The Director of Procurement and Contracts must confirm any pricing adjustment in writing.

PRICE REDUCTIONS: Awarded vendors may offer to the City, at any time during the Agreement period, additional discounts from the prices offered in this solicitation and invoice less than the prices offered in their submitted bid. If, from the date of bid opening, the Awardee either bids the same products at a lower price than offered to the City or reduces the price of the bidding product to another entity, the lowest of these reduced prices shall be extended to the City.

9.28. Invoicing/Payment

All invoices should be sent to the City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 26, payment will be made within 45 days after receipt of a proper invoice.

9.29. Taxes

The City of Pompano Beach, Florida, does not pay Federal Excise or State taxes on purchases of tangible personal property. The sales tax exemption number is available upon request. This exemption does not apply to purchases of tangible property made by contractors who use tangible personal property in the performance of contracts for the improvement of real property owned by the City of Pompano Beach.

9.30. Force Majeure

Neither party shall be obligated to perform any duty, requirement, or obligation under this RFP if the City has determined that such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or because of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure.

9.31. Public Records

The City is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

a. Keep and maintain public records required by the City in order to perform the service;

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b. Upon request from the City's custodian of public records, provide the City 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 Section 119, Florida Statutes or as otherwise provided by law;
c. 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/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
d. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City's custodian of public records in a format compatible with the City's information technology systems.

Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under Section 119.10, Florida Statutes, as amended.

9.32. Public Records Custodian:

If the awarded proposer has questions regarding the application of Chapter 119, Florida Statutes, to the awarded proposer's duty to provide public records relating to the agreement/contract, contact the custodian of public records at:

CITY CLERK
100 W. Atlantic Blvd., Suite 253,
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

10. ADDENDA

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System is the only official method whereby interpretation, clarification, or additional information can be given. If an addendum is issued to this RFP solicitation, the addendum will be issued via the eBid System. The Proposer must obtain all Addendum/Addenda posted for this RFP in the eBid System before submitting a response to this RFP.

11. ATTACHMENTS AND EXHIBITS

11.1. Appendix - City Forms

Exhibit A – Map of Routes
Exhibit B - Insurance Requirements
Exhibit C - Local Business Program Forms
Ordinance 2025-27

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Procurement and Contracts Department
Mary Rivero, Director
mary.rivero@copbfl.com

RFQ #: RFP25-015

Tentative City Commission Meeting Date*: TBD

RFQ Title: Micro-Transit Transportation Services

Notified: 231 # Downloaded: 4

of Responses Rec'd: 2 # of "No Bids": 0

For: Parking Operations (Department)

RFQ Opening Date: 08/19/2025

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted in the eBid System, IonWave, and will remain posted for 72 hours. Any person who may be adversely affected by the decision or intended decision shall file a notice of protest in writing within 72 hours of posting the notice of the decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays, and days when the City is closed shall be excluded from the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Contracts, 1010 NE 3rd Avenue, Pompano Beach, FL 33060. Any person who files an action protesting an intended decision shall post with the City, at the time of filing the formal written protest, a protest bond, payable to the City of Pompano Beach, Florida, in an amount equal to one percent (1%) of the estimated value of the contract. Failure to submit the protest bond within the time allowed for filing a bond shall constitute a waiver of the right to protest. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the RFP, is in effect until the City Commission approves it. The City Commission meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION TABULATION

The City of Pompano Beach, Florida, received two (2) proposals for RFP25-015 Micro-Transit Transportation Services:

Proposer	Proposal
Circuit Transit, Inc.	Responsive
Infiniti Bus Line LLC	Non-responsive

The Evaluation Committee accepted procurement's recommendation to declare Infinity Bus Lines LLC as non-responsive because they did not meet the requirements of the RFP, and then passed a motion recommending awarding the contract and for the appropriate City staff to enter into negotiations with the single responsive and responsible proposer, Circuit Transit, Inc.

Florida's Warmest Welcome

By: Jeffrey English (Purchasing Agent) Date: 09/02/2025

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

RFP25-015 Addendum 1
Circuit (Formerly The Free Ride)
Circuit Transit Inc.
Supplier Response

Event Information

Number:	RFP25-015 Addendum 1
Title:	Micro-Transit Transportation Services
Type:	Request for Proposals
Issue Date:	7/15/2025
Deadline:	8/19/2025 02:00 PM (ET)
Notes:	The City of Pompano Beach (the “City”) is interested in receiving proposals in response to the attached RFP for Micro-Transit Transportation Services. Proposers must be registered on the City’s eBid System to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System at https://pompanobeachfl.ionwave.net/. Proposals must bear the electronic signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the Proposer's name. THE CITY will consider the submittal of a proposal as constituting an offer by the Proposer to perform the required services at the prices stated herein. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than the eBid System. The proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Contact Information

Contact: Jeff English Purchasing Agent
Address: Procurement and Contracts
1190 NE 3 Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: jeffrey.english@copbfl.com

Circuit (Formerly The Free Ride) Information

Contact: Alexander Esposito
Address: 777 S. Flagler Drive
Suite 800W
West Palm Beach, FL 33401
Phone: (646) 504-3733
Email: Alex@ridecircuit.com
Web Address: www.ridecircuit.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Jason Bagley
Signature

jason@ridecircuit.com
Email

Submitted at 8/19/2025 01:16:56 PM (ET)

Requested Attachments

Proposal

Response to Pompano Beach RFP.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files.

Tier 1/ Tier 2 Local Business Form

Circuit Tier 1 Form.pdf

To comply with the City's Local Business Program as a Tier-1 or Tier-2 vendor, you must complete the Tier 1/ Tier 2 Local Business form from the attachments tab and upload it here.

Local Business Program Forms

Circuit Local Business Description.pdf

Local Business Program Forms from the attachments tab are to be completed and uploaded to this tab.

Bid Attributes

1 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

☑ Agree

2 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

☑ Yes

3 Local Business Participation Percentage

If you have indicated local business participation on the Local Business Participation Form Exhibit A enter the percentage of the contract that will be performed by local Pompano Beach businesses.

100%

4 City of Pompano Beach Local Business

Is your company a Local Business located within the City of Pompano Beach City Limits as required by the Local Business Program? (A copy of your current City of Pompano Beach Business Tax Receipt may be requested.)Indicate yes or no from drop-down menu.

Yes

5 Vendor Certification Regarding Scrutinized Companies Lists (Any Dollar Amount)

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. Select yes for Agree, No for disagree on the drop down menu.

Yes

6 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)Indicate yes or no below with the drop down menu.

No

7 Drug-Free Workplace

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that his company/firm complies with the above requirements.

By choosing YES, I hereby certify that the company/firm complies with all the above requirements

Yes

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

__X__ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

_____ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

_____ My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

_____ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

_____ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

_____ My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

8/19/2025 (Date)

Circuit Transit Inc. (Name of Firm)

BY: Jason Bagley (Name)

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

7.8 Local Business Program

Circuit is proud to be headquartered in Broward County, Florida with a local office in Pompano Beach.

We fulfill all requirements of a Tier 1 Vendor, with the exception of a business tax receipt (we have filed for a new one with the city but historically have utilized our Broward County BTR):

- We maintain a place of business at 270 N Pompano Beach Blvd. Pompano Beach, FL 33062 and this is where we distribute our services to Pompano Beach.
- The staffing levels at this location are 67% Pompano Beach Residents and 100% Broward County Residents.

We have provided our Broward County Business Tax Receipt as well as our SunBiz Directory for proof of our qualification as a Local Business. We would request to be recognized as a Tier 1 Vendor and are actively procuring a new Pompano Beach Business Tax Receipt. **By selecting Circuit, you will be getting 100% of your services from a Local Vendor.**

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Business Tax Receipt

Broward County 2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Business Name: CIRCUIT TRANSIT INC

Receipt #: 326-325822
Business Type: COURIER/TRANSPORT/DLVRY/TOWING (TRANSPORTATION)

Owner Name: JASON BAGLEY
Business Location: 501 E LAS OLAS BLVD FT LAUDERDALE
Business Phone: 646-504-3733

Business Opened: 05/01/2022
State/County/Cert/Reg: 2023-LL
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		24		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CIRCUIT TRANSIT INC
501 E LAS OLAS BLVD
FORT LAUDERDALE, FL
33301-2881

Receipt #WWW-23-00264428
Paid 07/03/2024 150.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

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State/County/Cert/Reg: 2023-LL
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		24		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt #WWW-23-00264428
Paid 07/03/2024 150.00

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Broward County 2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: CIRCUIT TRANSIT INC
Receipt #: 326-325822
Business Type: COURIER/TRANSPORT/DLVRY/TOWING (TRANSPORTATION)

Owner Name: JASON BAGLEY
Business Location: 501 E LAS OLAS BLVD FT LAUDERDALE
Business Phone: 646-504-3733
Business Opened: 05/01/2022
State/County/Cert/Reg: 2023-LL
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		24		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00
Packing/Processing/Canning Employees 0.00

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Mailing Address:

CIRCUIT TRANSIT INC
501 E LAS OLAS BLVD
FORT LAUDERDALE, FL
33301-2881

Receipt #WWW-24-00291188
Paid 08/14/2025 150.00

2025 - 2026

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: CIRCUIT TRANSIT INC
Receipt #: 326-325822
Business Type: COURIER/TRANSPORT/DLVRY/TOWING (TRANSPORTATION)

Owner Name: JASON BAGLEY
Business Location: 501 E LAS OLAS BLVD FT LAUDERDALE
Business Phone: 646-504-3733
Business Opened: 05/01/2022
State/County/Cert/Reg: 2023-LL
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		24		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt #WWW-24-00291188
Paid 08/14/2025 150.00

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SunBiz Listing

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List circuit transit inc Search

Events Name History

Detail by Entity Name

Florida Profit Corporation
CIRCUIT TRANSIT INC.

Filing Information

Document Number	P18000018752
FEI/EIN Number	82-4586300
Date Filed	02/27/2018
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/17/2019
Event Effective Date	NONE

Principal Address

501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Changed: 04/05/2023

Mailing Address

501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Detail by Entity Name

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501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Changed: 04/05/2023

Mailing Address

501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Changed: 04/05/2023

Registered Agent Name & Address

INCORP SERVICES, INC.
3458 LAKESHORE DRIVE
TALLAHASSEE, FL 32312

Name Changed: 10/30/2023

Address Changed: 10/30/2023

Officer/Director Detail

Name & Address

Title DPST

ESPOSITO, ALEXANDER
32 TIMBER TRAIL
AMAGANSETT, NY 11930

Title DPTS

MIRRAS, JAMES
35 GLADE RD
E HAMPTON, NY 11937

Title Executive Secretary

Bagley, Jason
1305 SW 8 Ave
Fort Lauderdale, FL 33315

Title Executive Secretary

Powell, Brian
1005 Windsor Avenue
WEST PALM BEACH, FL 33401

Annual Reports

Report Year	Filed Date
2023	04/05/2023
2024	03/29/2024
2025	03/20/2025

Document Images

03/20/2025 -- ANNUAL REPORT	View image in PDF format
03/29/2024 -- ANNUAL REPORT	View image in PDF format
10/30/2023 -- Reg. Agent Change	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
03/26/2022 -- ANNUAL REPORT	View image in PDF format
03/07/2021 -- ANNUAL REPORT	View image in PDF format
07/20/2020 -- ANNUAL REPORT	View image in PDF format
05/17/2019 -- Name Change	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
02/27/2018 -- Domestic Profit	View image in PDF format

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Microtransit Service for The City of Pompano Beach



Prepared for:

City of Pompano Beach
Purchasing Division
100 West Atlantic Blvd.
Pompano Beach, FL 33060

Date: August 19th, 2025

Prepared by: Circuit Transit Inc.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Table of Contents

7.1 Qualifications and Experience..... 3
7.1.3 Letter of Interest.....3
7.1.4 Understanding of the Project..... 5
7.1.5 Organizational Chart and Key Team Members.....8
7.1.6 Statement of Skills & Experience of Project Team.....9
7.1.7 Unique Capabilities.....12
7.1.8 Conflicts of Interest..... 16
7.1.9 Litigation..... 16
7.1.10 Office Location..... 16
7.2 References..... 17
Fort Lauderdale..... 17
Lauderdale-by-the-Sea..... 17
Boca Raton..... 18
Hollywood..... 19
Wilton Manors..... 19
Letters of Support for Circuit in Pompano Beach..... 24
7.3 Compliance w/ Scope & Requirements..... 28
7.4 Technological Capabilities.....32
Rider Application.....32
Data and Reporting.....35
City Data Portal.....35
Monthly Reports and Custom Analysis.....36
Surveys and Qualitative Information.....36
7.5 Staffing and Vehicle Specifications..... 39
Driver Ambassador Program..... 39
Hiring, Qualifications & Local Knowledge..... 39
Rigorous Training Program: By Circuit for Circuit..... 39
Safety Standards & ADA Proficiency.....40
Customer Service Philosophy.....40
Fleet and Maintenance Plan.....41
Recommended Vehicle Type..... 43
7.6 Cost Proposal..... 44
Fee Structure..... 45
Costs to the City of Pompano Beach..... 45
7.7 Proposed Marketing and Sales Plan.....46
Vehicle Branding.....46
Marketing the Program..... 47
Multi-Channel Approach..... 47

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Park-and-Ride Focus....48
Campaign Cadence....48
Advertising & Partnership with Local Businesses....49
Capabilities & Experience....49
Existing Advertising Contract....50
7.8 Local Business Program....51
Business Tax Receipt....52
SunBiz Listing....54
Appendix....55
Resumes....55
Additional Vehicle Options and Fees....60
Fee Structures for additional vehicles....61

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

7.1 Qualifications and Experience

7.1.3 Letter of Interest

August 19, 2025

City of Pompano Beach
Purchasing Division
100 West Atlantic Blvd.
Pompano Beach, FL 33060

RE: RFP25-015 – Micro-Transit Transportation Services

Dear Evaluation Committee,

Circuit Transit Inc. (Circuit), is pleased to submit our proposal to continue operating the City of Pompano Beach's all-electric microtransit program.

We understand that the City is looking for an experienced service provider who will provide a fully turnkey EV microtransit service to residents and visitors in Pompano Beach. The city seeks to enhance ride-share services to relieve congestion on the barrier island, lower emissions and better connect residences, hotels & local attractions to restaurants and other amenities. Beyond that, we recognize that the City desires to facilitate park and ride locations on the barrier island as well as west of the Intracoastal Waterway on Atlantic Blvd.

As your reliable partner since 2021 and a company headquartered in Broward County, Circuit is uniquely prepared to accomplish these goals and continue to deliver a service for the residents and visitors of Pompano Beach that sets the standard for EV microtransit throughout South Florida and across the country.

Over the past 4 years, the program has helped provide rides for nearly **10,000 passengers per month**, reduced single-occupancy vehicle trips on the barrier island, improved first/last-mile connectivity to key destinations, and supported local businesses along the beach and commercial corridors. We've helped the city achieve this while maintaining a customer satisfaction rating of 4.91 out of 5 stars and a cost-per rider that is **lowest of any known microtransit program in the country**—all with a 100% electric fleet and an ADA-compliant option.

Because our **local team, vehicles, charging, storage, and operating procedures are already in place**, Circuit can ensure a seamless contract transition with **zero service interruption**. Due to our large local presence in Broward County, we are equally prepared to **scale service** for seasonal peaks, special events, and any City-directed expansions

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beyond the coverage area. Ultimately, Circuit's community-focused approach to Microtransit brings 3 key differentiators to the City of Pompano Beach:



Unmatched Service Quality: Circuit's service performance results are unmatched by competitors across the United States - consistently maintaining **wait times of 15 minutes or less** and industry-leading **passengers per vehicle hour between 5.5 and 7.0**. This culture of operational excellence culminates in Pompano Beach, where we deliver one of the most efficient services in the country in terms of PPVH and Cost per Rider!



Operational Framework Built for EVs: Utilizing electric vehicles isn't an adaption for Circuit, we've only ever utilized EVs in our services. As the largest operator of all-electric microtransit services across the Country, we bring the needed experience to Pompano Beach to continue to deliver the exceptional metrics and ensure maximum service uptime around charging schedules.



A Professional, Local Workforce: Our commitment to a **W2 employee model** ensures that all drivers that are hired from within Pompano Beach are provided stable jobs with benefits and protections. This ensures a higher quality of service, greater accountability, and direct economic investment in the Pompano Beach community rather than independent contractors.

As a company with strong local investment, we deeply value our partnership with the City of Pompano Beach and look forward to building on this momentum with a reliable, data-driven, and community-focused service. Our proposal is focused on the needs of the City at this time and we are excited for the opportunity to continue to deliver an exceptional microtransit service to Pompano Beach. We welcome any questions from the evaluation committee throughout the process!

Sincerely,
Jason Bagley
Partner
jason@ridecircuit.com | 305-494-1612
Circuit Transit Inc | FEIN: 82-4586300 |

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7.1.4 Understanding of the Project



Circuit understands the City's goal is to provide a **safe, reliable, and eco-friendly, on-demand microtransit service** that eases congestion on and around the barrier island, improves access to the beach and local businesses, and offers **equitable mobility for residents, visitors, and employees**—including **ADA-compliant service**. In addition, we understand the desire to connect to park & ride locations, further reducing downtown traffic.

Our understanding of this project is not based on a review of documents alone; it is forged from **over four years of operational partnership with the City of Pompano Beach** and a deep analysis of the **hundreds of thousands of rides** we have provided to the community since our launch in February 2021. While we have thoroughly reviewed the RFP and the associated FDOT grant requirements, our true understanding comes from the data, rider feedback, and daily experience of serving your residents, visitors, and employees.

We know **Publix is hands down our most popular drop-off and pick-up location**! We are able to leverage years of granular data to maximize efficiencies and provide a fun and reliable option to the community. A new addition this summer - we are now collecting ridership data since launching our recent beta test in Harbor Village.

We understand the City's primary objective is to relieve congestion, enhance mobility on the barrier island, and support economic vitality. We have not only contributed to these goals but have the data to prove it.

A Data-Driven Understanding of Pompano Beach

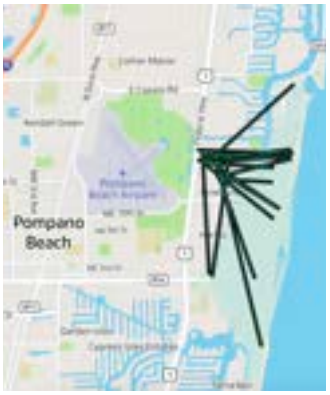
Our unique position as the incumbent provider gives us unparalleled insight into how, when, and why people travel in Pompano Beach.

1. Ridership Volume & Proven Efficiency: We know this program is a vital part of the community because residents and visitors use it in incredible numbers. Our service consistently delivers:

- **Peaks of over 10,000 passengers per month** with a lean and efficient fleet of just three primary vehicles.
- An average of **9.29 passengers per vehicle hour (PPVH)**, a metric that is among the highest in the micro-transit industry and demonstrates exceptional operational efficiency.
- An industry-leading, fully-burdened **Cost Per Rider of just $2.20**.

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2. Rider Behavior & Travel Patterns: We don't have to guess where the demand is; we know. Our operational data provides a clear picture of the community's mobility needs. Our ridership heatmap and spatial mapping tools aggregated from thousands of daily trips, reveals key travel corridors and destinations that directly inform our daily operations and vehicle staging. It confirms high demand connecting residential buildings with key commercial and leisure hubs along with essential services like Publix.



3. Community & Stakeholder Insights: Beyond the numbers, our years of service have allowed us to gather direct feedback on *why* the service is so valued. Rider surveys and interactions show:

- **Reducing Congestion is a Reality:** 86% of our riders choose Circuit specifically to avoid driving their personal vehicle.
- **Supporting Local Business:** The service is a powerful economic driver. As one rider noted in a review, "If it wasn't for Circuit I would not visit as many local businesses as I did this visit to the Pompano area".
- **A Valued Community Asset:** The program has earned overwhelming positive feedback, reflected in our high app store ratings and praise from community leaders.



Regular rider Mitch S. depends on Circuit to get around town safely and comfortably due to his medical conditions. He consistently shares his appreciation for the Circuit team, praising their reliability, kindness, and the vital role they play in his daily life.

This deep, data-backed understanding allows us to move beyond simply proposing a service and instead offer a **proven, optimized, and future-ready solution** tailored to the unique needs of Pompano Beach. We are prepared to not only continue this successful program but to enhance it further based on the insights only an incumbent partner can possess.

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Key elements we will continue to deliver for Pompano Beach due our understanding of the project:

- **Continuity of Service:** Immediate, uninterrupted operations with the existing trained team, familiar vehicles, and established charging/storage.
- **Community Engagement and Outreach:** Beyond surveys, we are actively involved in the community and engage with residents, visitors and business owners for input and feedback. A collaborative relationship with our partners at the City to promote the program has translated to one of the most successful microtransit programs in the US!
- **Right-Sized Fleet & Flexibility:** A core fleet of NEVs plus an ADA-compliant vehicle in reserve, with the ability to **scale up or reposition** vehicles based on daily demand.
- **Rider Experience & Customer Service:** Courteous, uniformed W-2 Driver Ambassadors trained in ADA sensitivity, local knowledge, and hospitality—acting as on-street City ambassadors.
- **Technology & Access:** An industry-leading mobile app for requesting rides, real-time ETAs, and data capture; call-in support for riders without smartphones; and readiness to enable in-app payments if directed by the City.
- **Reporting & Transparency:** Accurate, comprehensive **monthly/quarterly/annual** reporting of ridership, on-time performance, complaints, mileage, safety incidents, and driver compliance, aligned to City and grant requirements.
- **Grant Awareness & Compliance:** Ongoing adherence to **FDOT/FTA-related documentation and operational practices**, timely notifications of any compliance issues, and audit-ready data management.

In short, our **operations-first model**—experienced local management, W-2 drivers, and in-house maintenance—ensures **optimized performance from day one**, without a ramp-up period or learning curve.

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7.1.5 Organizational Chart and Key Team Members



Pompano Beach Project Manager - Jason Bagley
Jason is a National Partner at Circuit, has over 13 years of experience operating similar services in South Florida and will be the primary contact through the procurement process with Pompano Beach. Jason currently oversees Circuit's Florida Services in Palm Beach, Broward, and Miami-Dade counties. He will be the lead in preparing for and launching operations and coordinate any changes to service that are needed such as service expansion.



Pompano Beach Partnership Manager - Alana Wortsman
Alana brings 13 years of experience in the nonprofit sector, helping to create more sustainable communities. At Circuit, she helps manage the public-private partnerships. Alana will work with Pompano on community engagement, events, public affairs, and marketing materials. Alana was born and raised on Long Island, NY and now resides in South Florida as her place to call home.



South Florida Area Operations Manager - Raul Toro
Overseeing all operations in the South Florida Region region and responsible for managing a team of Local supervisors Raul ensures smooth and efficient operations across the area. He is heavily focused on mentoring and coaching our operations leads and oversees our strategic planning, execution, forecasting for the area Raul is a U.S. Veteran with extensive operational and managerial experience in the micro-mobility industry.



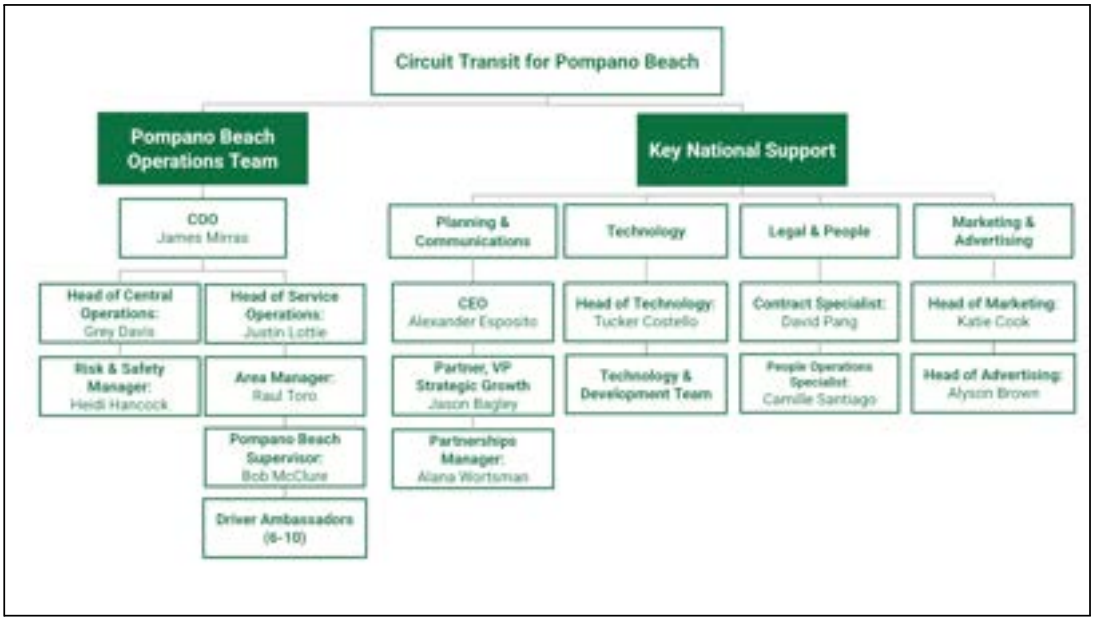
Pompano Beach Local Supervisor - Bob McClure
Bob has been with Circuit since 2015 where he started as a driver in Fort Lauderdale. He will continue to be the primary operations manager for the Pompano Beach program. His positive attitude, attention to detail and effective leadership has paved the way for several promotions over the years. Bob has used his experience in recruiting to successfully build and retain teams which has produced several supervisors and location managers.



South Florida People Manager - Camille Santiago
Camille helps lead hiring, onboarding and scheduling for our operations throughout Broward County. Her background is in community focused relations with experience in transportation related industry. Proper onboarding is crucial to service success and having a dedicated manager with experience in multiple

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locations but at the same time hyper-focused in one area is crucial. Camille's commitment to the community is evident with our entire Pompano Beach team being from the immediate surrounding area and 8 of our 12 Team Members being Pompano Beach residents!



7.1.6 Statement of Skills & Experience of Project Team

Corporate Background & Overall Qualifications

Founded in 2011, Circuit is a pioneer in all-electric, on-demand microtransit, purpose-built to bridge transit gaps in urban and suburban transportation networks. We provide a comprehensive, turnkey solution that includes a proprietary rider mobile application, a full-suite transit technology platform, a fleet of 100% electric vehicles, professionally trained W2 drivers, administrative and operational support, and an in-house marketing team. Our proprietary ride-pooling algorithm enables us to move more people for less, reducing per-ride costs and maintaining impressively low wait times. Our national footprint includes over 45 unique transit programs across 7 states and the District of Columbia, with a fleet of 300+ electric vehicles and a team of over 500 EV-trained, W2 employees. We are confident that our combination of institutional knowledge, regional scale, and locally rooted operations team positions Circuit as the most qualified provider to continue enhancing microtransit in Pompano Beach.

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Experience of Project Team in Similar Municipal Projects

Circuit Transit is proud to bring a seasoned, regionally embedded project team to the City of Pompano Beach—one that combines deep operational knowledge of the City's existing microtransit service with a broad understanding of the transportation needs across Broward County. There is no other competitor more acutely attuned to the needs of the City and residents of Pompano Beach. As the incumbent operator, our team has already established a strong foundation, successfully delivering an efficient, sustainable, and rider-focused service. This existing familiarity with the service area, coupled with our firsthand relationships with City staff and community stakeholders, enables us to build on a successful program rather than start from scratch.

This same core management team that has delivered the exceptional program in Pompano Beach has also successfully supported and launched Circuit's other nearby municipal programs in Fort Lauderdale, Hollywood, Wilton Manors, Lauderdale-by-the-Sea, and Boca Raton within the past two years. Their combined experience across these markets ensures an unmatched understanding of regional mobility dynamics—including rider expectations, peak usage trends, and the unique operational needs of South Florida communities. Our integrated Broward operations have also allowed us to optimize efficiencies across services, which we believe will continue to lower costs to the City of Pompano Beach while still tailoring the service to the City's unique goals.

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Our continued commitment to excellence in South Florida has led to:

420k+ Rides Completed	**760k+** Passengers Moved	**130+** Electric Vehicles
10.4 mins Average Wait-Time	**1.3M+** Passenger Miles	**4.91** / 5.0 Avg Driver Rating

Experience with Grant-Funded Projects & Compliance

As a company with a strong track record of securing and managing grant-funded projects, Circuit Transit is well-versed in the requirements of compliance. We have successfully managed the reporting requirements for the current FDOT grant that the city has received and will continue to do so. We have extensive experience working with clients on projects that involve federal and state grants, including those from the Florida Department of Transportation (FDOT) as referenced in this RFP. Our administrative and operational support includes dedicated personnel for grant writing and a robust system for documentation, data reporting, and monitoring to ensure all service delivery and reporting requirements are met. We are prepared to handle all necessary record-keeping and provide support for any audits or reviews conducted by funding agencies, ensuring the City's continued compliance and maximizing the value of its grant funding.



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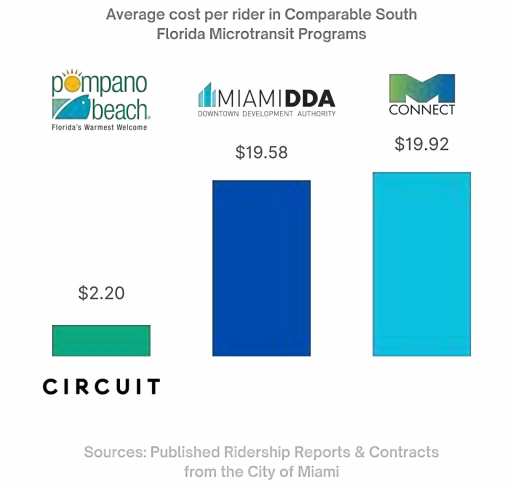
Resumes & Resources

The resumes for our key project team members, detailing their specific experience on similar projects, are included in the Appendix. We are committed to dedicating the best resources to this project, including our prime consultants and other members of the project team. Our local and national teams have successfully executed and managed complex municipal contracts, ensuring consistent, high-quality service delivery. We understand the importance of compliance with all contract terms and are committed to clear and frequent communication with City staff.

7.1.7 Unique Capabilities

Commitment to Operational Excellence & Local Community

Throughout our millions of all-electric rides across the country, we've seen a huge range of complex and diverse markets that has helped us learn exactly what it takes to run a successful transit program. As a turnkey provider, we offer a powerful combination of operational expertise and technological innovation that's unique in the transportation industry. We know that it takes a combination of reliable transit technology, a concerted marketing plan, and an operations team that is committed to operational excellence in order to ensure that **we consistently have the lowest cost-per-rider and highest ROI across the country when compared to other providers.**



By choosing Circuit as the continued microtransit provider for Pompano Beach, you'll receive an easy-to-use app, a powerful marketing and advertising team to drive high ridership, and a dedicated partnerships team to handle all service enhancements and address all requests of the city; On top of that, you'll get a world class operations team that sets Circuit apart from the other bidders.

Our shared experience, proven methodologies, and dedication to exceptional service position us as the perfect partner for Pompano Beach. We don't shy away from metrics and will detail throughout this proposal exactly the kind of high quality service performance you can expect from Circuit.

By choosing Circuit, the City will benefit from:

- **A flexible, data-driven approach** to service delivery that ensures ongoing optimization through vehicle assignment and demand responsiveness.

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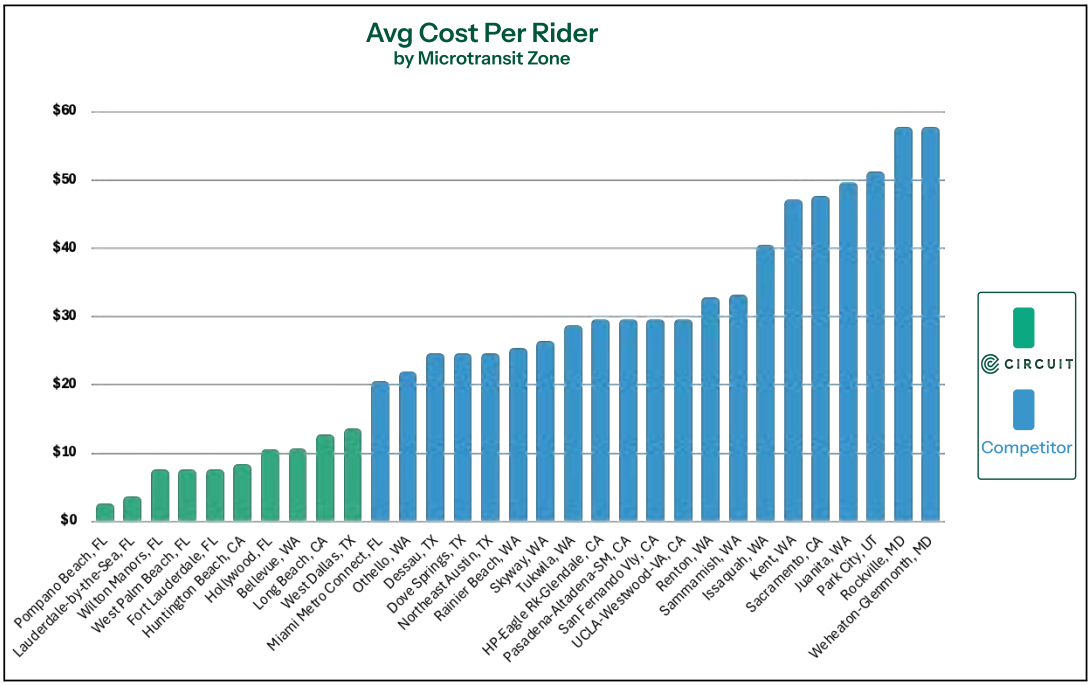
- **Access to cutting-edge technology** that provides real-time data insights for the City and enhances the rider experience with an easy-to-use interface.
- **A commitment to creating quality jobs** within Pompano with our local-first hiring strategy that provides advancement opportunities and training.

How we do it

Keeping average wait times low is imperative to keeping our existing customers happy and continuing to expand in the markets that we're focused on. We invested in the routing technology to enable our drivers to pick-up riders in the most efficient way possible. We've hired operations experts who work directly with the cities that we partner with to advise them on optimal coverage area, number of vehicles needed to achieve key metrics, and the best type of vehicles for their community. We've consistently prioritized operating quality services, and never cut corners.

Some competitors have unlimited queues for their drivers or only perform single ride requests at a time. During peak hours, this can lead to wait times exceeding 1 hour. We believe transparency is imperative, both from a customer and rider perspective, in order to run an effective microtransit program that the public loves and supports. That is why Circuit works with its partners to set maximum wait time limits in the event that demand ever surges to outpace the vehicle capacity

Industry Leading Cost Per Rider



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Operational excellence also means focusing heavily on high ridership in our programs which leads to higher fare revenue (where we have fares) and decreases the overall cost per rider (CPR) by increasing the total number of riders. CPR is an important metric throughout the transit world and something that we lead the industry in achieving. Although every program is different, we strongly believe that by selecting Circuit for Pompano Beach's Microtransit program, you will be selecting to partner with the provider that will be most committed to driving high ridership, and in turn driving down your CPR.

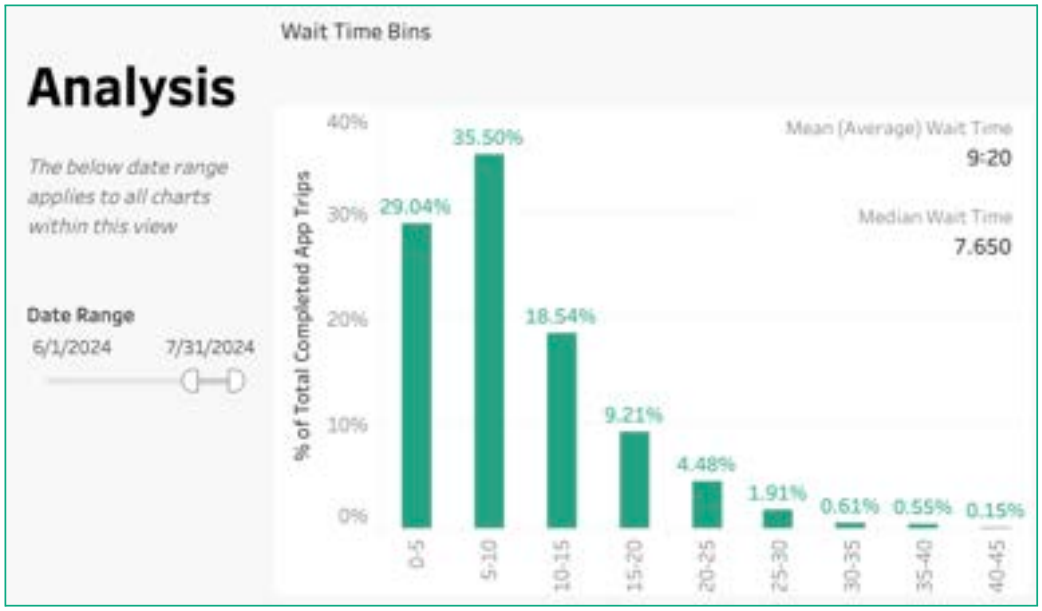
Growing with our Partners

Here at Circuit, we've built a solution with our customers in mind. We conduct regular surveys and request feedback in our monthly check-in meetings, and learned this year that there were 2 more frequent requests - an increase in ETA accuracy indication and a more accessible data portal that our customers could login in and view at any time. In response to these requests and our own technology roadmap, we provided over 20 tech updates last year leading to meaningful key improvement including a 56% increase in ETA accuracy year over year.

In addition to the technology updates in our rider app, we built a best-in-class data portal last year for our customers to provide 24/7 access to the data about their service. We made sure that the data is not only available, but is also clearly presented in a way that showcases the key metrics they care about & is easy to navigate.

Our attention to detail and customer-centric approach is seen in the way we treat our customers as partners. We provide the professionalism, technology and expertise that they'd find in a large national provider, while also paying close attention to the details of the communities that one would expect from a local organization. Ultimately, we believe that working with our partners to continuously improve their programs is what sets Circuit apart from other providers in the industry.

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Screenshot from our Data Platform showcasing insights into wait times.

Helping our Partners Succeed

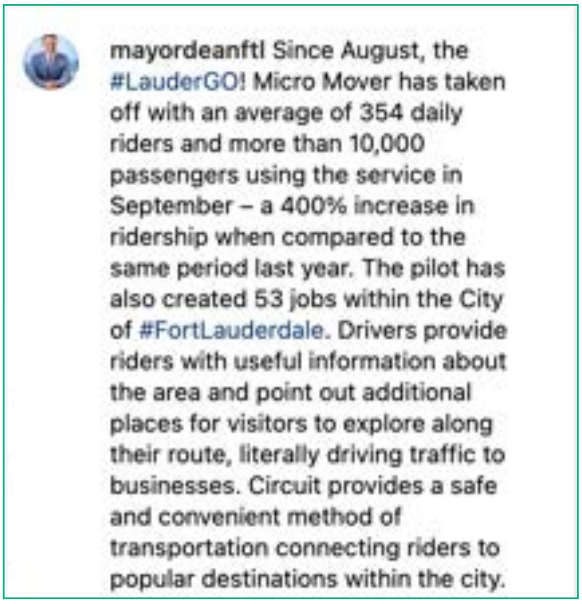
Beyond incorporating our partners' feedback into our future roadmap of improvements, we also differentiate ourselves from our competitors by providing consistent support throughout the life of our programs, not just at the start. We're transit experts and we know that programs evolve and change, requiring the need for a partner who's prepared to adapt programs as they grow. For example, in West Palm Beach there began to be an imbalance between the supply of vehicles and the overwhelming demand for the program leading to longer wait times and a dropping connection rate. We came up with a plan to implement different zones & vehicle routing rules throughout the city as well as a small fare to encourage intention from riders. Since then, we've seen a decrease in wait times, an increase in connection rates, and riders are happier with the program.

As a partner, Circuit is deeply committed to seeing our partners succeed and receive recognition by industry experts for their innovative programs. Most recently our partner in Trenton, NJ , Isles, received the Plug in America's national "Organization of the Year Award" and NJ Clean Cities' "Community Engagement Award" for their impact delivered by their Circuit program, GoTrenton.

By selecting Circuit for this RFP, you'll be getting a bespoke transit solution and the consistent care from the Circuit team that will ensure the program is continuously successful for years to come. This is exemplified by the robust and continued support

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from our existing partners who champion our programs as genuinely impactful to their constituents and extremely successful as transit programs. This is the Circuit difference.



Post from Fort Lauderdale Mayor about the Circuit Service in FTL in 2023.

7.1.8 Conflicts of Interest

Circuit has no conflicts of interest to disclose.

7.1.9 Litigation

Circuit has no litigation to disclose.

7.1.10 Office Location

Circuit's Local Office in Pompano Beach is located at 270 N Pompano Beach Blvd Pompano Beach, FL 33062. At this office we have 12 employees, all of whom are Broward County residents and 8 of whom are residents of the City of Pompano Beach.

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7.2 References

Fort Lauderdale

Client(s): Fort Lauderdale, FL **Contact:** Milos Majstrorovic MMajstorovic@fortlauderdale.gov	
Service Type: On-demand EV Microtransit **Status of Contract:** Active	
Annual Budget: ~$1.4M **Fleet:** 16 GEMs, 2 EV Sedans	
Ridership: ~20,000/month	
Project Description: Circuit has been operating within Fort Lauderdale since 2011. In the summer of 2021 the City of Fort Lauderdale partnered with Circuit to provide and launch a 100% all-electric microtransit solution for residents and visitors known as "The LauderGO! Micro Mover". The Fort Lauderdale-Circuit partnership has created a more sustainable, efficient, and greener city. Circuit helps visitors and residents get around to some of Fort Lauderdale's biggest attractions and destinations. In Spring 2023, Circuit expanded the service area west to include a larger swath of the community based on the city's request and added a new service called Lauderdale-by-the-sea. Currently the service generates an estimated $628k per month in economic activity and saves 1,350 gallons of gas from being burned.	

Lauderdale-by-the-Sea

Client(s): Lauderdale by the Sea, FL **Contact:** Ken Rubach townmanager@lauderdalebythesea-fl.gov	
Service Type: On-demand EV Microtransit **Status of Contract:** Active	
Annual Budget: ~$300k **Fleet:** 3 GEMs	
Ridership: ~10,000/month	

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Project Description: In May 2023, Circuit Transit launched the "Circuit-By-The-Sea" program in Lauderdale-by-the-Sea, introducing an all-electric, on-demand shuttle service tailored to the town's unique coastal community. Replacing the previous Pelican Hopper, this initiative offers residents and visitors affordable rides—just $2 per trip—within the town and the adjacent Galt Ocean Mile area. The program has been met with enthusiastic community support, significantly outperforming its predecessor in ridership. Within weeks of its launch, the service averaged over 900 weekly riders, a notable increase from the 800 monthly riders previously recorded by the Pelican Hopper. This surge in usage underscores the effectiveness of Circuit's sustainable transportation model in reducing traffic congestion and emissions while enhancing local mobility. The Town has praised Circuit's commitment to safety and community engagement, recognizing the service as a valuable asset to the town's infrastructure.

Boca Raton

Client(s): Boca Raton, FL
Contact: Naresh Machavarapu
nmachavarapu@ci.boca-raton.fl.us

Service Type: On-demand EV Microtransit
Status of Contract: Active

Annual Budget: $400k
Fleet: 2 EV Sedans, 1 GEM, 1 EV Van

Ridership: ~3,500/month



Project Description: In June 2024, Circuit partnered with the City of Boca Raton to launch BocaConnect, an on-demand, all-electric microtransit service designed to enhance first-mile/last-mile connectivity within the downtown area and beyond. The service area encompasses downtown Boca Raton—bounded by Glades Road to the north, I-95 to the west, the Hillsboro Canal to the south, and NE 5th Way/SE 5th Avenue/Royal Palm Way to the east—and includes an expanded zone on the barrier island from Gumbo Limbo Nature Center to the Boca Raton Inlet. BocaConnect operates with a fare structure that offers free rides within the core downtown (RED zone) and a nominal fee for trips that begin or end in the extended (BLUE zone), capped at $5 per ride. The initiative reduces traffic congestion, lower emissions, and provides a convenient transportation alternative for those accessing key destinations such as Mizner Park, the Boca Raton Museum of Art, and the Brightline station. Early feedback highlights convenience, eco-friendliness, and professionalism of Circuit's local drivers.

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Hollywood

Client(s): Hollywood, FL **Contact:** Mark Johnson mljohnson@hollywoodfl.org	
Service Type: On-demand EV Microtransit **Status of Contract:** Active	
Annual Budget: $1.4M **Fleet:** 10 GEMs, 2 EV Sedan, 2 EV Van	
Ridership: ~8,500/month	
Project Description: In October 2018, the Hollywood City Commission entered into a partnership with Circuit for circulator services to and from Downtown Hollywood, Hollywood Beach, and the City's parking garages for an initial one-year pilot replacing their existing fixed route trolley system in favor of a more flexible service. The program exceeded the City's expectations, doubling ridership at an estimated 70% of the cost of the previous trolley system.The success of the program has led it to be continuously renewed and Circuit to be reselected as the provider in a May 2023 RFP. The City named the program "Sun Shuttle" which began as a self-branded service and has now opened for third party advertising with a revenue share to the City.	

Wilton Manors

Client(s): City of Fort Lauderdale **Contact:** Dio Sanchez dsanchez@wiltonmanors.com	
Service Type: On-demand EV Microtransit **Status of Contract:** Active	
Annual Budget: ~$275k **Fleet:** 2 GEMs, 1 EV Sedan, 1 ADA	
Ridership: ~3,500/month	
Project Description: Service began in November 2022, providing the City of Wilton Manors, Florida with an all-electric shuttle service to help fill in transit gaps and connect the local community to the downtown local businesses. The service has been well	

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received by the residents of Wilton Manors, with an average driver rating of 4.92/5, and frequent reviews about the benefit it gives them for their transportation needs. This program alone has saved the City an estimated 75 tons of CO_2 just last year, contributing to their overall sustainability goals and making the community safer, greener and less congested. The service also allows for advertising on the exterior and interior of the vehicles, helping the city to reduce overall costs by working with our national and local advertising partners.

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Letters of Support for Circuit in Pompano Beach

☐ **District Office**
1827 NE 24th Street
Lighthouse Point, FL 33064
Phone: 954.784.4531
Fax: 954.784.4533

☑ **Capitol Office**
418 The Capitol
402 South Monroe Street
Tallahassee, FL 32399-1300
Phone: 850.717.5100

Representative Chip LaMarca

Florida House of Representatives - District 100

Chip.LaMarca@myfloridahouse.gov

August 14, 2025

VIA EMAIL DELIVERY

City of Pompano Beach
100 West Atlantic Avenue
Pompano Beach, FL 33060

To whom it may concern,

I am writing in support of Circuit as an operator of transportation services and microtransit services for the City of Pompano Beach. As a State Representative representing coastal Broward County, I have been a strong supporter of Circuit in multiple communities from Pompano Beach to Lauderdale by the Sea and Fort Lauderdale. They have proven to be an excellent, effective provider, and have consistently demonstrated their commitment to providing safe, reliable and eco-friendly transit solutions.

In the City of Pompano Beach, Circuit has a proven track record of successfully implementing and managing innovative transportation solutions that prioritize accessibility, affordability, and sustainability. Circuit's commitment to social responsibility aligns seamlessly with the City of Pompano Beach's goal of providing reliable transportation to diverse populations within the City. Circuit understands the unique needs of these user groups and has designed its services to be not only efficient but also user-friendly and accommodating.

Thank you for your time and review. Should you have any questions regarding my experience with their service and relationship with Circuit in general, please feel free to contact me.

I appreciate your consideration of Circuit for this important role in Pompano Beach's transit future.

Sincerely,

Chip LaMarca
Florida State Representative
District 100

Proudly Serving the People of Broward County

Committees: Joint Committee on Public Counsel Oversight (Chair) ▪ Energy, Communications & Cybersecurity Subcommittee (Vice-Chair) ▪ Ways & Means Committee (Whip) ▪ Commerce Committee Infrastructure & Tourism Appropriations Subcommittee ▪ Rules Committee

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TOWN OF
LAUDERDALE•BY•THE•SEA
4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
Phone: 954-640-4200

8/15/2025

City of Pompano Beach
100 West Atlantic Avenue
Pompano Beach, FL 33060

To Whom It May Concern,

As the Assistant to the Town Manager for the Town of Lauderdale-By-The-Sea, I oversee our Micro-Transit program and manage the Town's contract with Circuit. I have had the pleasure of working directly with their team since 2023, and I can confidently say they have been an outstanding partner in delivering safe, reliable, and eco-friendly transportation.

From day one, Circuit has exceeded expectations—not just in providing high-quality service, but in building genuine relationships with the community. They are approachable, responsive, and committed to making transportation accessible for residents and visitors alike. Their electric vehicles offer a cost-effective, equitable option that reduces parking challenges, traffic congestion, and emissions—issues many coastal cities face.

Circuit's professionalism and adaptability have allowed them to design services that meet the unique needs of our community while prioritizing sustainability, affordability, and ease of use. They engage directly with riders, listen to feedback, and continuously refine their operations to ensure the best possible experience.

In Lauderdale-By-The-Sea, their work has made a tangible difference in how people move around town, and I have no doubt they would continue to bring the same level of excellence, innovation, and care to Pompano Beach.

Thank you for your time and consideration. If you would like more information about our experience with Circuit and the success of our Micro-Transit program, I would be happy to speak with you at 954-640-4212 or courtneye@lbts-fl.gov.

Sincerely,

Courtney Easley

Courtney Easley
Assistant to the Town Manager
Town of Lauderdale-By-The-Sea
courtneye@lbts-fl.gov

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

LAMAR P. FISHER
Commissioner, District 4
115 S. Andrews Avenue, Suite 437C
Fort Lauderdale, FL 33301
954-357-7004
lfisher@broward.org

August 14, 2025

City of Pompano Beach
100 West Atlantic Avenue
Pompano Beach, FL 33060

To whom it may concern,

I am writing in support of Circuit as an operator of transportation services and micro transit services for the City of Pompano Beach, in my individual capacity as an elected Broward County Commissioner for District 4 and not on behalf of the Board of County Commissioners. Since my first experience with Circuit they have proven to be excellent, effective provider, and have consistently demonstrated their commitment to providing safe, reliable and eco-friendly transit solutions.

Circuit's team has been a pleasure to know and work with. They excel at engaging with the community, helping residents and visitors, and improving transportation in the area. Their focus on operations, jobs, safety, and the communities they serve, sets them apart from other transit options.

In the City of Pompano Beach, Circuit has a proven track record of successfully implementing and managing innovative transportation solutions that prioritize accessibility, affordability, and sustainability. Circuit's commitment to social responsibility aligns seamlessly with the City of Pompano Beach's goal of providing reliable transportation to diverse populations within the City. Circuit understands the unique needs of these user groups and has designed its services to be not only efficient but also user-friendly and accommodating.

Thank you for your time and review. Should you have any questions please do not hesitate to contact me. I appreciate your consideration of Circuit for this important role in Pompano Beach's transit future.

Sincerely,

Lamar P. Fisher
Broward County Commission,
District 4

Broward County Board of County Commissioners
Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine
Broward.org

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Water Taxi of Fort Lauderdale LLC
1366 SE 17th Street
Fort Lauderdale, FL 33316

August 17, 2025

City of Pompano Beach
100 West Atlantic Avenue
Pompano Beach, FL 33060

To whom it may concern,

I am writing in support of Circuit as an operator of transportation services and microtransit services for the City of Pompano Beach. Since my first experience with Circuit in 2018, they have proven to be an excellent, effective provider, and have consistently demonstrated their commitment to providing safe, reliable and eco-friendly transit solutions.

Circuit's team has been a pleasure to know and work with. They excel at engaging with the community, helping residents and visitors, and improving transportation in the area. Their focus on operations, jobs, safety, and the communities they serve, sets them apart from other transit options. Their electric cars are cost-effective, equitable and help to combat the parking, congestion and emissions problems that many cities struggle with.

In the City of Pompano Beach, Circuit has a proven track record of successfully implementing and managing innovative transportation solutions that prioritize accessibility, affordability, and sustainability. Circuit's commitment to social responsibility aligns seamlessly with the City of Pompano Beach's goal of providing reliable transportation to diverse populations within the City. Circuit understands the unique needs of these user groups and has designed its services to be not only efficient but also user-friendly and accommodating.

Thank you for your time and review. Should you have any questions regarding Water Taxi of Fort Lauderdale LLC experience with their service and our relationship with Circuit in general, please feel free to contact me at **bwalker@watertaxi.com** or 954-467-6677.

I appreciate your consideration of Circuit for this important role in Pompano Beach's transit future.

Sincerely,

William Walker
CEO/Principal
Water Taxi of Fort Lauderdale LLC
617-797-1992
bwalker@watertaxi.com

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7.3 Compliance w/ Scope & Requirements

RFP Ref	Requirement (summary)	How Circuit achieves it
4.1.2	Vehicles must be NEVs/GEM or similar; FMVSS-compliant; modern charging	Deploy GEM e6/NEV fleet, all FMVSS-compliant; maintain Level-2 charging inventory and documented charger upkeep.
4.1.3	Start with ≥3 vehicles; ADA vehicle in reserve; scalable	Operate 3+ NEVs daily with an ADA WAV on standby; maintain spare ratio and scale vehicles seasonally/on demand.
4.1.4	Demand-response, point-to-point within boundary	App-based hailing with geofenced pickup/dropoff; live dispatch ensures all trips begin and end in the City zone.
4.1.5	Provide all vehicles/personnel; begin ops ≤30 days of execution	As incumbent, team, vehicles, charging, and SOPs are already in place—enabling immediate continuity with zero downtime.
4.1.6	Recommend vehicle sizes/frequencies to meet future demand	Use hourly demand heatmaps and PPVH targets to right-size the fleet and adjust staging by time of day.
4.2.1–4.2.8	Meet program objectives (access, parking, emissions, safety, app availability)	100% electric fleet, trained W-2 drivers, app access, dynamic supply; track wait times and pooling to cut VMT and parking search.
4.3	Address complaints promptly; provide reports as needed	Centralized CX queue with SLA; include complaint volume, categories, and resolutions as needed.
4.5	Use NEVs; consistent branding/signage	Branded wraps/ID, interior placards; branding checklist during pre-launch inspections.

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4.5.1	Serve residents, guests, commuters; hours changes by written agreement	Staff to City schedule; we will propose data-backed hour tweaks, implemented only after written approval.
4.5.2	Serve park-and-ride lots	Add P&R pins to geofence; can add priority zones and include P&R usage stats in reports.
4.5.3	Trips must start/end within service map	Application enforces geofence and blocks out-of-zone dropoffs
4.5.4	Free today; fully-electric; prompt pickup; phone or hail allowed	Maintain free fare setting; EV-only operations; ETA targets by zone; non-app rides allowed and recorded.
4.5.5	App must accept payments if City requests	Payment module is fully configurable and will only be enabled upon City direction; inclusive cash-to-wallet option available and API integrations.
4.5.6	Immediate ETA; collect data; submit monthly/quarterly/annual reports (ridership by period, complaints, mileage, drivers/suspensions, accidents)	App shows live ETA; we provide a unified data platform, tracking KPIs with all required fields and SQL/CSV exports enabled.
4.5.7	Include an ADA vehicle	Keep ADA WAV in fleet with priority dispatch; trained drivers; track WAV response/fulfillment in KPIs.
4.5.8	W-2 drivers; background checks; City may approve/reject; uniforms/name tags; FL licenses	Hire/verify W-2s; Level-2 background checks; provide rosters to City; enforce uniform policy and license checks.
4.5.9	Communicate via City Parking Manager/designee	Single POC; regular email updates; immediate escalation protocol for incidents or service impacts.
4.5.10	May suspend in extreme weather with written notice	As a local company, we have a full weather SOP; we will notify City and have a staged service restart checklist post-event.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

4.5.11	Term up to 5 years + two 1-year renewals	We acknowledge the term and will maintain service continuity across renewals.
4.5.12	Proposer performs maintenance/charging	Preventive maintenance (PM) schedule; daily DVIRs; overnight charging plan; maintain PM logs.
4.5.13	Comply with all laws/regulations	Compliance register; periodic audits; corrective actions tracked to closure.
4.5.14	Maintain vehicle cleanliness	Daily interior tidy; weekly detailing; cleanliness checklist with supervisor spot checks.
4.5.15	Relief personnel available; City can require immediate dismissal	Bench list and shift-swap SOP; immediate removal upon City request; document replacements.
4.6	Keep ≥3 vehicles operating; ADA in reserve; replace vehicles/staff within 24 hours	Maintain spares and cross-trained relief drivers; 24-hour swap SLA; incident/corrective-action logs.
4.7	Advertising allowed only with City's prior written consent	Run ads only after City approval; follow content policy; optional revenue-share model to offset costs.
4.8	Maintain compliance with grants (FDOT/FTA); notify City within 5 business days; keep audit-ready records	We have maintained full grant compliance throughout our time as the incumbent with quarterly self-audits; written notice + corrective action plan within 5 business days to the city and retaining records per grant terms.
4.9	All fees outlined and firm; app must handle future rider charges	Provide transparent, all-in rate card; no off-contract fees; fare-ready app configuration.
4.10.1	Use City storage/charging; pay $2,400 base + 3% annual escalation	We accept fee terms and have included in our cost proposal narrative.

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4.10.2–4.10.4	Ensure regulatory compliance; secure office if needed; cover ops costs (charging, maintenance, registration, storage, insurance)	We maintain COIs/registrations and a local office as appropriate. We have fully budgeted O&M line items owned by Circuit and included them in our fee proposal.
4.11	Operate per current schedule; City may modify based on assessment	We will maintain our staff to current hours; propose data-driven adjustments post-assessment but implement only with written approval.
5.1	Each on-demand EV holds ≥5 passengers (excl. driver)	All vehicles recommended hold 5 or more passengers.
5.2	Driver conduct prohibitions (license, no over-capacity/standing, no fares unless approved, restricted roads, etc.)	We have a Driver handbook + robust in-house training; FL license verification; in-service ride checks; coaching and corrective actions for violations. Further details in the Staffing Section.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

7.4 Technological Capabilities

Circuit's technology is designed for ease of use and accessibility for all members of the community. Riders can request a vehicle using our intuitive **smartphone app**, which provides real-time vehicle tracking and an estimated time of arrival. The city gains access to detailed data portal with



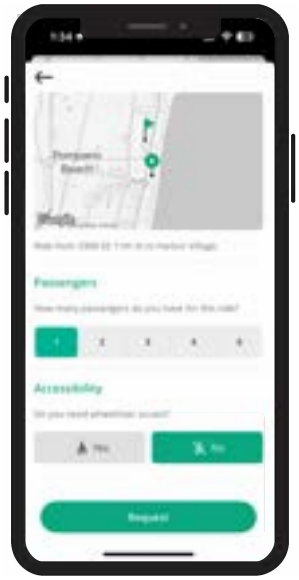
Rider Application

Circuit's proprietary mobile application available for iOS and Android phones allows rides to be requested on-demand anywhere within a geofenced location. It is designed to be as user-friendly as possible and make requesting a ride simple and straightforward.

When opening the app, the user will be shown their nearest "location" to view the coverage map, the location's hours of operation, how busy the service currently is, and add payment methods if required for their location. Once a ride is requested, Circuit's app allows users to view the location of the assigned car while it is on its way to pick them up - **It displays the vehicle's real-time location and alerts the user when the driver is close to the pick-up point.**

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The Rider Experience



The Rider experience is at the center of everything Circuit does, from making sure that our app is as easy to learn and use to ensuring that our vehicles are in the best operational condition. We take pride in our ability to deliver an exceptional rider experience, given by one of our Driver Ambassadors that is hired directly from the local community they serve. Circuit's services all live within the RideCircuit mobile app, **allowing for seamless use between nearby programs rather than separate applications for each** (an experience that negatively affects riders adoption of a new service). This also means that with Circuit's existing presence in 4 other Broward municipalities - we have a large pool of riders who we can advertise the Pompano service to!

Circuit's Proprietary Pooling Algorithm

At the core of Circuit's platform is a proprietary routing and dispatch engine designed specifically for electric, shared, and zone-based microtransit. Unlike generic tools, our algorithm was purpose-built to support pooled rides, low-speed EVs, EV sedans, and dynamic multi-zone operations. In fact, Circuit pioneered zone-based routing and pricing years before it became industry standard.

Our algorithm continuously analyzes real-time trip demand, vehicle locations, and rider behavior to:

- Optimize driver assignments in 30–45 seconds
- Pool riders efficiently with minimal detours
- Rebalance vehicles across service zones dynamically
- Adjust ETAs in real time based on traffic, cancellations, and ride patterns
- Incorporate fixed-route headways where needed for a hybrid service model

This intelligent system also powers our **dynamic pooling technology**, which groups riders heading in similar directions—reducing vehicle miles traveled (VMT), lowering operational costs, and cutting emissions. When pooling is activated, we've seen a 30%+ increase in ridership with no additional vehicles or service hours. By minimizing empty or underutilized trips, we reduce congestion and maximize impact with every vehicle on the road.

Circuit's optimization model doesn't just look good on paper—it's proven in practice. **We consistently lead the industry in cost per ride (CPR) and passengers per vehicle hour (PPVH), delivering millions of rides with high efficiency and strong customer satisfaction.**

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Fare Capabilities (Optional)

Circuit's fare engine is built for flexibility, allowing for **fully customizable fare policies that can adapt** to changing environments, equity goals, and rider behavior. Our dynamic fares are designed to help cities balance access & revenue optimization—without adding administrative burden. We can enable the city of Pompano Beach to allow riders to for their trips directly using a variety of payment methods, including credit or debit cards, bank accounts, or cash cards for unbanked users.

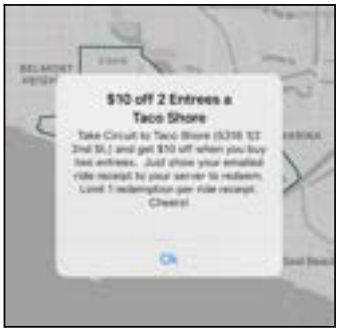
Possible example configurations could include the following:

- **Discounted Fares:** Our Platform can charge different fares for individuals eligible for customer-specific discounts, such as seniors or riders with disabilities. We are also able to offer discounted rates for additional passengers or on a per trip basis, as we currently have deployed in other programs in Broward County.

- **Fares by Origin, Destination or Zone:** Our technology can designate specific locations or entire zones as eligible for reduced fares. This means that the City of Pompano beach could charge a different fare for **trips to/from park & ride locations versus general trips or incentivize trips to the downtown** with cheaper fares - in some locations Circuit has reduced service costs by over $10,000/month using fares

Local business collaborations

We have extensive experience working with business improvement districts and chambers of commerce to help drive meaningful economic growth through our microtransit programs, which is the most important factor in supporting local businesses. We are excited to offer a range of advertising opportunities that can help drive traffic to these local businesses. Through our in-app advertising platform, we can feature local stores and services directly to riders, offering targeted exposure.



Additionally, we can collaborate with businesses to create custom promo codes and promote special deals or events through the app, providing an effective way to reach new customers. This approach not only enhances the value of Circuit's services for local riders but also helps foster strong partnerships with Pompano's business community.

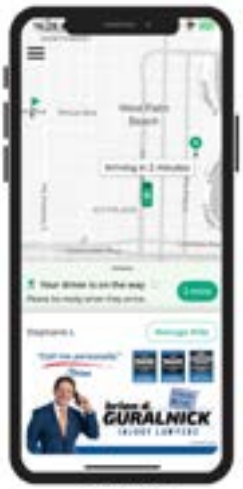
Finally, Circuit also uniquely offers a regular newsletter to our riders within different service areas. This is something that most other providers don't invest in, and it has proven to be extremely effective in our other markets. We would be happy to offer opportunities to advertise directly in our newsletter to local businesses in Pompano

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

through this unique and effective medium. We have over 125,000 contacts in the South Florida area who regularly see and receive our newsletter!



Rider Newsletters



In-App Ads

Data and Reporting

City Data Portal



Circuit will provide Pompano's City Management with secure, real-time access to a cloud-based dashboard that is filterable by time period. The dashboard will include—but is not limited to—the following performance metrics required in the RFP:

Highlighted On-Demand Metrics:

- Total Ride Requests & Total Passengers
- Peak Demand Hours
- Average Age of Riders
- Average Wait Time, Average Ride Duration, Average Ride Rating
- Total Number of Completed Trips & Completed Ride Rate
- Trips starting or ending at transit stations and designated park & ride areas
- Seat availability, Trips per hour per vehicle
- Number of Shared Trips (Pooling percentage)
- Average Pickup Walking Distance (if virtual stops enabled)
- Real-Time Vehicle Locations, Missed Trips, Average Ride Assignment Time
- Ride-level metadata including origin/destination addresses, coordinates, timestamps, ID, price, distance, passenger count, and wheelchair accessibility

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These data points directly match and exceed the Report Requirements within the RFP, ensuring that City staff have full visibility into system operations.

Customizable Chart-Builder

To provide full transparency and easy reporting and exports for the city, we also have an aspect of the portal that will allow any staff member logged into the platform to customize their own chart by metric, dates, and time. These can be quickly exported for usage in presentations, reports or for external data analysis.

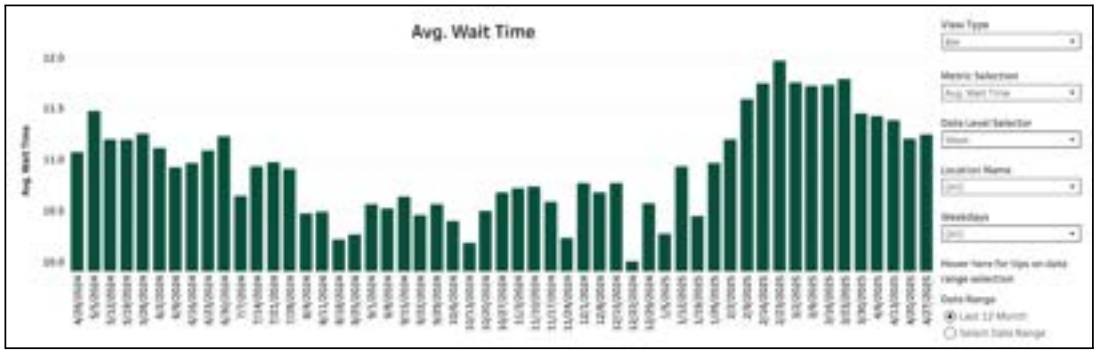


Chart building tool to be made available to Pompano

Monthly Reports and Custom Analysis

In addition to dashboard access, Circuit could deliver at the city's request:

- Monthly reports summarizing performance against KPIs
- Service optimization insights (e.g., stop-level heatmaps, route efficiency metrics)
- Ad-hoc reports upon request to support grant applications, community presentations, or planning initiatives

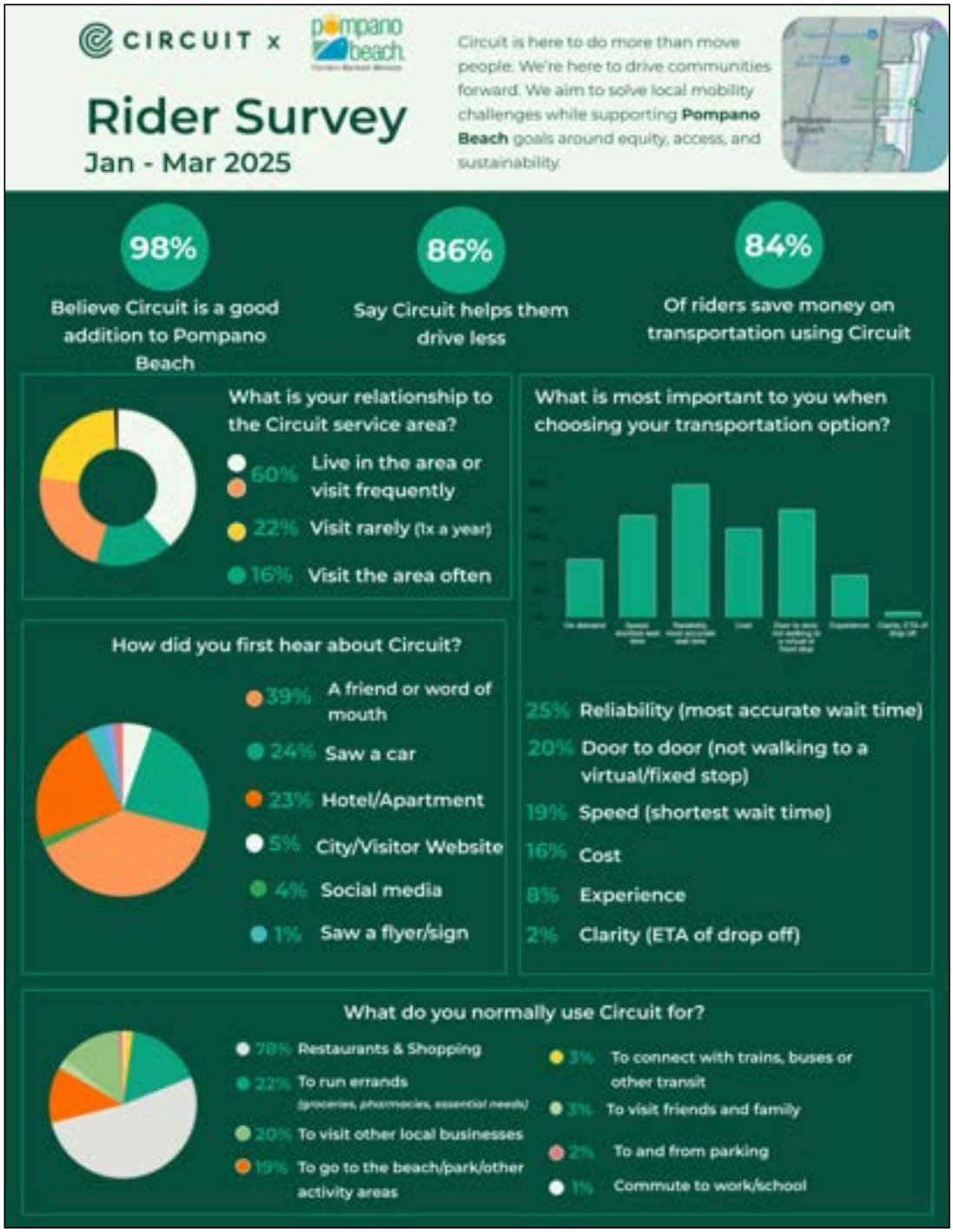
All reports can be customized to support strategic goals such as the City's goal to reduce vehicle miles traveled by single occupancy vehicles.

Surveys and Qualitative Information

In addition to quantitative metrics and KPIs, Circuit's technology supports robust rider survey collection, something we run regularly in all our markets. Combining this with our W2 Employee model creates a powerful **feedback loop with riders**. Ensuring that Circuit is continuously intaking rider feedback, sharing it with the city and utilizing the data to improve our service offering to our customers.

We've provided below the most recent rider survey completed from January - March 2025, where **98% of respondents said that Circuit is a good addition to Pompano Beach!**

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CIRCUIT x pompano beach

Rider Survey

Jan - Mar 2025

Through surveys like this, our mission is to help you understand who we're reaching, how we're supporting the community, and where there's room to grow in partnership.

Survey Takeaways

Circuit is embedded in daily life
38% of riders live within the service area and rely on Circuit for essential trips.

Strong community endorsement
98% of respondents say Circuit is a good addition to their community.

Critical for connectivity and helping congestion
50% use Circuit so that they can leave their car at home, helping free up congestion and parking, and 44% use the service to connect to other transit hubs!

Support for climate and traffic goals
86% say Circuit helps them drive less.

Brand visibility works
Nearly 25% discovered Circuit by seeing a branded vehicle, proving the marketing impact of the fleet.

Opportunities to Improve

Expand geographic reach
Expanding the coverage area could unlock more access.

Support car-free households with consistency
Given the high number of non-car owners, Circuit's reliability is critical. Prioritize system uptime and coverage hours.



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7.5 Staffing and Vehicle Specifications

Driver Ambassador Program



Circuit's Driver Ambassador Program is a cornerstone of our operations—and a key differentiator from other microtransit providers. Unlike services that rely on third-party contractors, Circuit employs all drivers as W-2 staff, enabling greater consistency, accountability, and control over training, performance, and customer experience. This structure allows us to align fully with the City's safety, accessibility, and service quality expectations from day one.

Hiring, Qualifications & Local Knowledge

Circuit hires drivers who reflect the communities we serve. We prioritize candidates with strong customer service backgrounds, local familiarity, and professionalism. All Driver Ambassadors must meet strict qualifications, including a clean driving record, active license for at least three years, and insurance carrier approval. We recruit through platforms like Indeed and through partnerships with local workforce agencies, with preference given to bilingual and ADA-aware candidates where appropriate.

Rigorous Training Program: By Circuit for Circuit

Our training program—designed in-house by Circuit's central operations and risk & safety teams—includes both classroom and hands-on instruction tailored to the Pompano Beach system. All drivers undergo a 3 day in-person training session before ever driving a vehicle, which includes:

- Safe and efficient electric vehicle operation
- ADA compliance, securement of mobility devices, and respectful interaction
- Customer service and real-time issue resolution
- Emergency procedures, hazard recognition, and accident reporting
- Circuit's tech platform for routing, communication, and vehicle checks



This program is delivered locally by certified managers and supervisors, with support from our national operations team. All new hires complete ride-alongs and receive on-the-job coaching to reinforce classroom instruction.

Training doesn't stop at onboarding. Circuit conducts monthly ride-alongs, quarterly performance reviews, and ongoing refresher sessions for all Driver

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Ambassadors. These check-ins are an opportunity for evaluation, coaching, and dialogue—drivers are encouraged to share their feedback on improving the service, as members of the community they serve.

Safety Standards & ADA Proficiency



Circuit holds safety as a paramount aspect of all our services, and has built a robust internal monitoring system and training program that all driver ambassadors undergo as a part of their training. All drivers watch the Smith System defensive driving video and associated interactive training alongside regular ridealongs.

In addition to the training of our drivers, we also have a monthly accident avoidance committee where we review any past accidents and bring forward preventative measures, ensuring that the safety program isn't stagnant, but constantly innovating. Circuit has delivered a 96/100 national Samsara Safety Score—demonstrating our commitment to operational excellence.

In addition to safety, Circuit's ADA training modules ensure drivers are equipped to assist all passengers, including those using wheelchairs, walkers, or other mobility devices. Our consistent national track record with transit authorities and public safety partners reflects our commitment to compliance, rider dignity, and safety.

These hiring, training, and safety systems are designed to ensure that every Pompano Beach passenger receives a safe, accessible, and welcoming experience—while building a team of trusted ambassadors that Pompano Beach residents recognize and rely on.

Customer Service Philosophy



At Circuit, customer experience is a core operational principle—not just a support function. Our service model is designed around rider satisfaction, trust, and access. Every member of our team, from Driver Ambassadors to Partnership Managers, plays a hands-on role in delivering an experience that is safe, friendly, and easy to use.

Circuit hires locally to build teams that reflect the communities they serve. We prioritize candidates with strong interpersonal skills and local knowledge, training them not just to drive—but to act as trusted ambassadors for the City. Every Driver Ambassador is trained in customer service, ADA accommodations, and real-time communication. Our local supervisors are available during all service hours to respond to service questions, escalations, and operational adjustments on the spot.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Accessible, Multilingual Rider Support

The Circuit mobile app will be available in both English & Spanish, with multilingual drivers deployed where needed. For riders who require assistance or do not use smartphones, our team can provide help in downloading the app, accessing ride instructions, or calling a local hotline that will be expanded. Our operations staff are trained in ADA service delivery, including use of mobility equipment, respectful communication, and securing assistive devices. Our policies emphasize equivalent service for all riders, including those with disabilities, limited digital access, or language needs.

Partnership-Driven Community Feedback Loops



Circuit's model of service delivery includes a dedicated Partnership Manager embedded in each market. For Pompano Beach, Alana Wortsman will continue to serve in this role throughout the term of the contract. Alana acts as a liaison between Circuit and City staff, community organizations, and residents—ensuring that feedback is collected, analyzed, and integrated into continuous service improvement. Key responsibilities include:

- Hosting monthly reporting and check-in meetings with City staff
- Delivering customized data reports with usage trends, demographics, and system KPIs
- Attending community events and outreach programs as a Circuit representative
- Facilitating feedback sessions with community groups, businesses, and stakeholders

This structure ensures that the City doesn't just have access to performance data—it has a direct line to the people behind the service, available to resolve issues, answer questions, and shape the rider experience in real time.

Fleet and Maintenance Plan

Circuit guarantees a safe, reliable, and pristine fleet of all-electric vehicles for the Pompano Beach Microtransit service. Our approach to fleet management is built on a decade of EV-specific operational experience and combines proactive, technology-driven maintenance with a commitment to providing a superior rider experience.

We agree to provide 3 GEM e6 Vehicles alongside 1 ADA GEM e6 with a wheelchair ramp. As one of the largest operators of GEMs in the United States and the world, we are uniquely prepared to ensure high uptime and reliable service delivery

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

A Proactive, Technology-Driven Maintenance Program

Our vehicle maintenance program is designed to maximize uptime and ensure vehicle safety and longevity. This is achieved through the integration of two advanced software platforms:



- **Fleetio for Preventative Maintenance:** We use Fleetio's management software for real-time monitoring of vehicle health, including mileage and battery status. The system automates the scheduling of all routine and preventative maintenance based on manufacturer recommendations and actual vehicle usage, ensuring adherence to all required service intervals. All inspection findings and service activities are logged, creating a detailed maintenance history for each vehicle.

- **Samsara for Safety Monitoring:** All vehicles are equipped with Samsara's AI-powered camera system. This allows our management team to monitor driver behavior and review any on-road incidents, helping us identify any vehicle issues that may arise from operational use and proactively address them.

Multi-Level Inspection and Servicing Schedule

Our preventative maintenance schedule is a meticulous, multi-layered process that includes:

- **Daily Pre- and Post-Trip Inspections:** Before and after every shift, Driver Ambassadors conduct and log a thorough inspection of their vehicle, covering critical safety components and cleanliness.
- **Weekly In-Depth Inspections:** Our local maintenance team conducts weekly checks on all critical systems, including brakes, steering, and suspension.
- **Regular Servicing:** Vehicles undergo comprehensive servicing every 4,000-5,000 miles in accordance with manufacturer specifications.
- **Appearance and Cleanliness:** To ensure a positive rider experience, vehicles are cleaned daily. We conduct weekly deep cleanings and perform regular audits to maintain the highest standards of vehicle appearance.

Additional Fleet Acquisition and Expansion

Circuit leverages our robust vehicle acquisition and leasing channels across the United States to guarantee quick turnaround for a fleet that is tailored specifically to the needs of Pompano Beach. We have relationships with industry leading EV OEM Partners such as WAEV, KIA, Tesla, Ford, & Toyota; this includes strong existing relationships with local dealerships and external service providers within Broward County. Our close relationships

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

with our partners allow us to add additional vehicles quickly at competitive rates, and enable us to support a variety of fleet configurations as the service needs evolve in the future. This comprehensive approach ensures that the Pompano Microtransit service is supported by a fleet that is consistently safe, reliable, and professional in its presentation.

Recommended Vehicle Type

GEM e6



Seating Capacity and Specs

- 78 mi per charge
- Seating for 5 passengers or 3 passengers with 1 wheelchair position
- Length 173 inches. Width 55.5 inches. Height 73 inches.

Safety and Comfort

Safety:

- Street-legal on roads up to 35 mph
- Three-point seat belts, street tires, enclosed cabs and an automotive glass windshield that offers protection from the elements.
- Regenerative braking, hill control, back-up warning signals and a back-up camera
- Safety features that are approved by the US Department of Transportation.
- Promotes Vision Zero Safety with low speed promoting safety for pedestrians & cyclists

Comfort:

- Adjustable bucket seats with back and side bolster support
- Each passenger has their own door and window.
- Seat a 6'8" passenger comfortably in the spacious cab with 43" of available legroom.
- Durable, non-slip flooring.
- GEM's door seal design and weather resistant seats for a weather-tight cab.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

7.6 Cost Proposal

Circuit proposes a fully-burdened hourly rate by service hours, consistent with our existing contract with the City. This rate guarantees the City pays only for services rendered.

Throughout the United States, we enter into select partnerships in our focus areas to ensure we are able to dedicate the time and resources it takes to fully commit to each and every City we operate within. We believe that commitment comes with **a fiduciary responsibility to be the best stewards of a return on the investment that the city is placing in their transit system** and ensure success. Combining our phased approach with a fully-burdened hourly rate sets everyone up for the success in moving the most people for the defined cost and continuing to deliver the city of Pomano Beach an industry-leading cost per rider like we have proven over the last 4 years.

Creating Value and Clarity

Circuit offers **unbeatable value** through tech-enabled operations and strategic resource allocation. Furthermore, Circuit's unique position as the provider with existing stakeholder relationships and connections in the city can be leveraged for additional funding and services for the Pompano Beach program. We have a history of securing grants and surtax funding in our national operations, particularly in Florida, to further enhance the program's success.

Fully Turnkey

Circuit will provide the City of Pompano Beach with a fully turnkey transit service. Our provided rates are fully inclusive of all costs incurred for the proposed services including: vehicles, maintenance, technology, insurance, charging costs & all capabilities outlined within this RFP response. Driver Ambassadors will all be W2 Employees of Circuit, fully background checked and trained to Circuit's high degree of professionalism, customer service, safe driving & operation of EV vehicles. Other vendors may look to outsource elements of their operation to independent contractors, but Circuit is fully committed to retaining and continuing to hire Pompano Beach residents for this service.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Fee Structure

Rates	Amount	Notes
GEM Rate per Service Hour	$38.45	Cost before any advertising revenue or discounts, based on 821 monthly service hours.
Monthly Service Hours	821	Total aggregate hours of all drivers, measured from when a driver starts their shift to when the driver ends their shift, subtracting any unpaid hours.
Estimated Annual Advertising Revenue to City (Already Contracted)	($42,500)	Contracted revenue based on our current advertising agreements through 1/3/27. This assumes only 2 cars continue to be available for advertising.
Annual Parking costs paid back to City	($9,600)	Budgeted Costs that will be paid back to the city for parking.
Estimated Annual Cost to Pompano Beach	**$326,709**	Annual Total after estimated cost reductions.
Implied Rate per Service Hour	$33.16	Rate based on 821 monthly service hours of operations after estimated advertising & parking cost reduction.
Implied Rate per Hour of Operation	$27.55	Rate based on 988 monthly hours of operation after estimated advertising & parking cost reduction.
Implied Cost Per Rider	$2.75	Based on July 2025 Passenger Count.

Costs to the City of Pompano Beach

Due to reductions for parking & charging being provided by the city and already contracted advertising revenue for the vehicles through 2027, Circuit is able to deliver lower costs to the City of Pompano Beach for the same quality level of service. We have provided a breakdown of the implied hourly rate both by service hours and as hour of operation for comparisons.

We believe that utilizing rates per service hour is the most transparent for the city because it reflects paying only for service that they receive, not just for the service being open for operation.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

7.7 Proposed Marketing and Sales Plan

Circuit has over a decade of experience successfully marketing microtransit services and growing ridership for our partners. As the **incumbent operator** since **2021**, Circuit has transformed Pompano Beach's microtransit service into a **high-visibility, high-ridership mobility option**—averaging nearly **10,000 riders per month**, maintaining a **4.9/5 rider satisfaction score**, and building trusted relationships with local businesses and community partners.

Our plan for this next contract term builds on this success, aligning with the City's goals for **congestion relief, sustainability, economic vitality, and equitable access**, while strengthening **park-and-ride connections** and expanding a **City-approved advertising program** that generates shared revenue. Our marketing team will also ensure that Pompano Beach Residents with the highest barriers to entry - senior citizens, riders with disabilities and non-English speakers - continue to be educated about the program available to them.

Vehicle Branding

From our national polling in 2024, our riders let us know that the number one way they learned about Circuit service was by seeing a car. That's why Pompano Beach's vehicles will prominently feature highly visible default branding designed specifically for the City. This consistent branding will remain clearly visible even when advertising wraps are applied, ensuring strong brand recognition and visibility throughout the downtown area.



Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Marketing the Program

Circuit will continue to position the service as a **fast, free, electric alternative** to driving and parking in congested corridors, with messaging tailored to each audience:

- **Residents** – "Skip the parking hunt—ride electric, free, and fast."
- **Workers/Commuters** – "Easy first/last-mile from **park-and-ride** to job centers and downtown."
- **Visitors/Tourists** – "Ride, don't park—direct to the beach, dining, and attractions."
- **Equity & Accessibility Riders** – "ADA/WAV available; call-in booking and multilingual support."



Multi-Channel Approach

Physical & On-Street

- Eye-catching **vehicle wraps** and interior placards for brand consistency.
- Wayfinding signage at **hotels, beach access points, Isle Casino, municipal garages, and park-and-ride lots** (e.g., Sample Road Tri-Rail station).
- Printed materials with QR codes for app downloads placed in visitor centers, retail shops, and restaurants.

Events and Local Press

- Host a major re-launch event with a ribbon cutting and local press invited to celebrate the occasion and drive support.
- Conduct interviews with local news channels and facilitate press releases.
- Provide transportation for and coordinate advertising with local events like Seafood Festival, Caribbean Fest, Jazz Fest and more!





Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Digital & Mobile



- Geo-targeted paid ads (Facebook, Instagram, Google Display, Waze) with seasonal creative.
- App Store Optimization and in-app push notifications for updates and promotions.
- Promo codes and referral programs to accelerate first-ride adoption and measure campaign ROI.

Community Integration

- Partnerships with **hotels, restaurants, Harrah's Casino, Houston's, Beach House, Lucky Fish, CRA merchants**, and the tourism board.
- Seasonal "Ride & Save" merchant offers.
- Cross-promotion with regional transit like Tri-Rail.
- Street teams and hospitality kits to support events and visitor traffic.



Park-and-Ride Focus

- Highlight park-and-ride stops in the app and in wayfinding signage.
- "**Park, then Ride**" campaigns during peak weekends and signature events like the Seafood Festival and Holiday Boat Parade.
- Commuter outreach through employer networks and City channels.
- Monthly reporting on park-and-ride trip origins to inform future signage and campaigns.

Campaign Cadence

- **Awareness (Always-On)** – wraps, signage, organic social, newcomer education.
- **Activation (Seasonal/Event Pulses)** – park-and-ride promotions, paid media, street teams during events.
- **Retention & Loyalty (Monthly)** – referral bonuses, ride streak challenges, and merchant perks.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Advertising & Partnership with Local Businesses

In addition to marketing the service, Circuit will operate a **City-approved vehicle advertising program** that generates revenue for the City while supporting local businesses.

Capabilities & Experience

Circuit has a successful history of planning, selling, and executing advertising campaigns for a variety of local and national advertisers with our markets. Circuit partnerships include top advertising agencies such as WPP, Publicis and Omnicom as well as multinational brands including Dunkin' Donuts, Coca Cola, Diageo and more. The brand has a clean track record and is recognized as a reputable transportation company as well as a dependable media vendor. Advertising options have included exterior vehicle wraps, interior digital displays, email/social campaigns, in-app advertising and product sampling.

Circuit's in-house ad-sales team has 45+ years of combined experience designing, planning, selling and executing transit media campaigns. This advertising program can also help to promote local businesses throughout Pompano Beach and has already been doing so since 2021 with multiple years of advertising revenue from the local casino and other partners.



Local Advertising on Circuit vehicles in various markets.

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Existing Advertising Contract

Circuit has already secured a contract through January 2027 with a local media agency to manage rotating advertisements from Pompano Beach businesses on our vehicles. This program:

- Keeps the advertising inventory **filled year-round** with locally relevant, high-quality creative.
- Provides **exposure for small and mid-sized businesses** that may not have the resources for large campaigns.
- Enhances the **visual connection between the service and the community**, reinforcing that the microtransit program is woven into local life.
- Has already established **sales and production workflows**, enabling a seamless continuation and expansion under the new contract term.

Additional Advertising Inventory & Approach

- Full and partial vehicle wraps on additional vehicles (if allowed).
- Door and quarter-panel placements.
- Interior seatback cards and posters.
  In-app ad placements.

Sales & Target Advertisers

- Outreach to restaurants, casino, hotels, attractions, and retail—building on the existing local advertiser base established through the current media agency relationship.
- Rate card structured for both small businesses and regional advertisers.
- Ability to bundle ad placement with promotional campaigns (e.g., “Ride & Save”).

Governance & Revenue Share

- All advertisers and creative content approved by the City.
- The city will receive a copy of each executed advertising contract.
- Circuit proposes a 50/50 **revenue split**

By combining a **proven marketing strategy** with an **already-operational advertising program** and a contract in place through January 2027, Circuit ensures that Pompano Beach’s microtransit service will not only grow ridership and strengthen park-and-ride integration, but also generate a steady, locally-driven revenue stream for the City.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

7.8 Local Business Program

Circuit is proud to be headquartered in Broward County, Florida with a local office in Pompano Beach.

We fulfill all requirements of a Tier 1 Vendor, with the exception of a business tax receipt (we have filed for a new one with the city but historically have utilized our Broward County BTR):

- We maintain a place of business at 270 N Pompano Beach Blvd. Pompano Beach, FL 33062 and this is where we distribute our services to Pompano Beach.
- The staffing levels at this location are 67% Pompano Beach Residents and 100% Broward County Residents.

We have provided our Broward County Business Tax Receipt as well as our SunBiz Directory for proof of our qualification as a Local Business. We would request to be recognized as a Tier 1 Vendor and are actively procuring a new Pompano Beach Business Tax Receipt. **By selecting Circuit, you will be getting 100% of your services from a Local Vendor.**

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Business Tax Receipt

Broward County 2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Receipt #: 326-325822

Business Name: CIRCUIT TRANSIT INC

Business Type: COURIER/TRANSPORT/DLVRY/TOWING (TRANSPORTATION)

Owner Name: JASON BAGLEY

Business Location: 501 E LAS OLAS BLVD FT LAUDERDALE

Business Opened: 05/01/2022

State/County/Cert/Reg: 2023-LL

Exemption Code:

Business Phone: 646-504-3733

Rooms	Seats	Employees	Machines	Professionals
		24		

For Vending Business Only

Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00

Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CIRCUIT TRANSIT INC
501 E LAS OLAS BLVD
FORT LAUDERDALE, FL
33301-2881

Receipt BWW-23-00264428
Paid 07/03/2024 150.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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Signature

For Vending Business Only

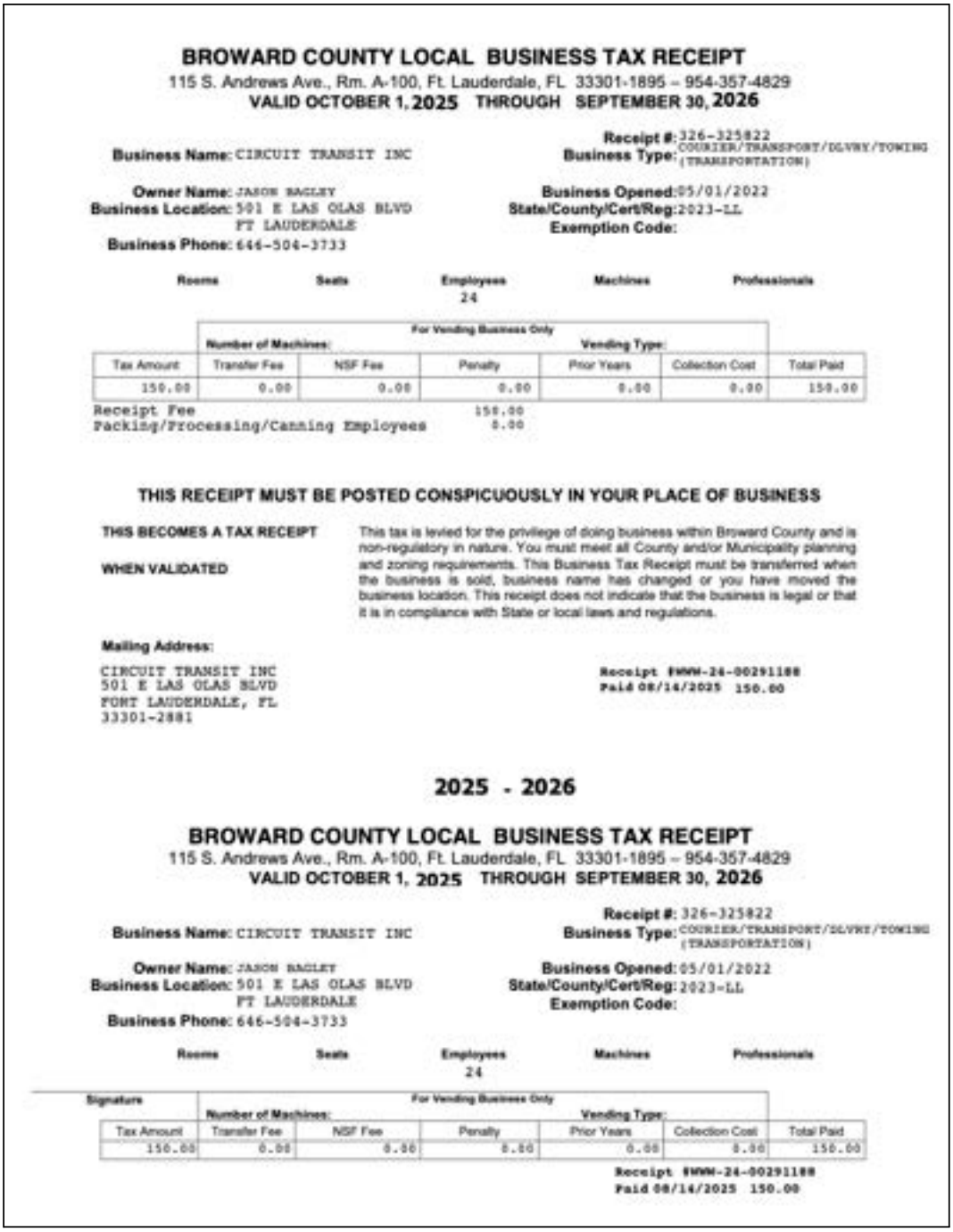
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt BWW-23-00264428
Paid 07/03/2024 150.00

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Broward County 2024 - 2025



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: CIRCUIT TRANSIT INC
Receipt #: 326-325822
Business Type: COURIER/TRANSPORT/DLVRY/TOWING (TRANSPORTATION)

Owner Name: JASON BAGLEY
Business Location: 501 E LAS OLAS BLVD FT LAUDERDALE
Business Phone: 646-504-3733
Business Opened: 05/01/2022
State/County/Cert/Reg: 2023-LL
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		24		

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt Fee 150.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CIRCUIT TRANSIT INC
501 E LAS OLAS BLVD
FORT LAUDERDALE, FL
33301-2881

Receipt BWW-24-00291188
Paid 08/14/2025 150.00

2025 - 2026

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Business Name: CIRCUIT TRANSIT INC
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State/County/Cert/Reg: 2023-LL
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		24		

Signature

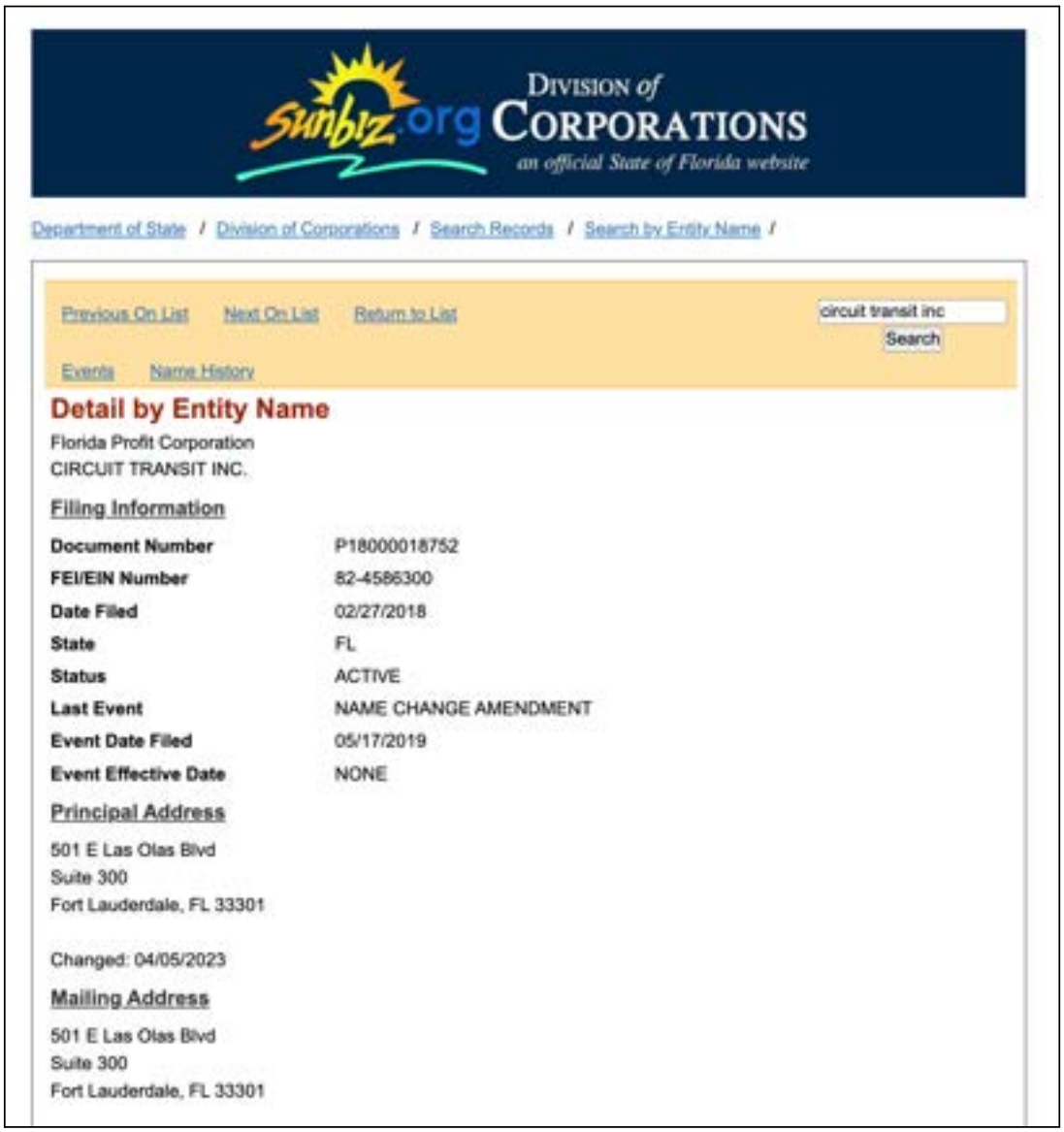
For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt BWW-24-00291188
Paid 08/14/2025 150.00

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

SunBiz Listing



Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List | Next On List | Return to List | Events | Name History

circuit transit inc
Search

Detail by Entity Name

Florida Profit Corporation
CIRCUIT TRANSIT INC.

Filing Information

Document Number	P18000018752
FEI/EIN Number	82-4586300
Date Filed	02/27/2018
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/17/2019
Event Effective Date	NONE

Principal Address

501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Changed: 04/05/2023

Mailing Address

501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Appendix

Resumes

JASON BAGLEY

jason@ridecircuit.com | 305-494-1612

SUMMARY

Jason is a Partner at Circuit. He founded Eco Cab in 2008, launching an electric shuttle service in South Florida in 2011 and Southern California in 2013. After working together with Circuit on a smaller scale and realizing the benefit of officially partnering, Jason joined Circuit in 2014. Before Eco Cab, Jason worked for AmeriPark, a National Full Service Parking Company now under the Reef Technology umbrella. Jason founded a Parking Company in South Florida that was absorbed by AmeriPark, and Jason became the South Florida Regional Vice President where he grew the company portfolio from 2 locations to over 25 locations with 300+ employees including launching the first Simon Property Group locations that AmeriPark was contracted to manage as part of a National agreement.

He has worked with various municipalities, business organizations and private developers in determining, planning and executing for specific transit needs. Jason oversees the Southeast Region along with assisting with National Operations and Business Development.

PROFESSIONAL EXPERIENCE

Circuit Transit 2014 - present
Partner

Eco Cab, LLC 2008 - 2014
Founder

AmeriPark 2002 - 2010
Regional VP, South Florida

Parking Services of America 2000 - 2002
Founder

EDUCATION

Florida Atlantic University B.S. Communications 1993 - 1997
Boca Raton, FL

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ALANA WORTSMAN

alana.wortsman@ridecircuit.com | 516.456.3508

SUMMARY

Alana brings 13 years of experience in the nonprofit sector, helping to create more sustainable communities. At Circuit, she now helps manage the public-private partnerships in South Florida. Alana works with current service cities on community engagement, events, public affairs, grant opportunities, and marketing materials. Alana was born and raised on Long Island, NY and has a Communications degree from SUNY Oneonta. Alana now resides in Fort Lauderdale, FL as her place to call home.

PROFESSIONAL EXPERIENCE

Circuit Transit *Fort Lauderdale, FL* 2022 - present
Public Partnerships Manager

Jack and Jill Center 2018-2022
Business Development Manager *Fort Lauderdale, FL*

Feeding South Florida *Pembroke Park, FL* 2016-2018
Community Engagement Manager

American Cancer Society *Key West, FL* 2015- 2016
Community Manager, Relay for Life

EDUCATION

SUNY Oneonta B.S. Communications 2010-2012
New York, NY

Nassau Community College General Studies 2007-2009
New York, NY

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CAMILLE SANTIAGO

camille.santiago@ridecircuit.com | 561-339-6115

SUMMARY

Camille is the People Operations Manager of South Florida for Circuit. She has overseen successful hiring and training of driver ambassadors in Pompano Beach and other Broward County operations. in Hollywood FL and supports regional operations in Florida. She has been crucial in adapting operations in Florida and maintaining high levels of rider and driver safety.

PROFESSIONAL EXPERIENCE

Circuit Transit *Hollywood, FL* May 2019 - present
People Operations Manager - South Florida

Lyft *Miami, FL* 2018 - 2019
Community Associate

Airbnb *Florida* 2016 - 2017
Community Organizer

Lush *Florida* 2011 - 2014
Keyholder

EDUCATION

Florida Atlantic University 2013 - 2015
B.S. English Language & Literature
Boca Raton, FL

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RAUL F. TORO

raul.toro@ridecircuit.com | (470) 743-5448

SUMMARY

Highly efficient Operations Manager and Military Veteran with 13 years of proven experience in the United States U.S. Army. Accomplished measurable results while leading teams of up to 50 employees in a dynamic, fast-paced environment. A Spanish-speaking leader with a comprehensive operations, projects, and program management background from conducting domestic and global operations in nine countries. Managed risk upon multiple lines to protect assets, property, and equipment valued over $ 8 million while meeting the expectations of senior leadership. Possess extensive knowledge in optimizing operations—career supported by a Business Administration and Marketing Management Degree.

PROFESSIONAL EXPERIENCE

Circuit Transit *Fort Lauderdale, FL* June 2023 - present
Area Operations Manager (SoFlo)

Spin *GA/SC/Spain* Feb 2021 - May 2023
Operations Manager

Reby *Barcelona,Spain* Sept 2019 - Jan 2021
Deputy Operations Manager

U.S. Army *Various Location* Pgr. Aug 2003 - Sept 2016
Manager/Recruiter

EDUCATION

ESIC Business & Marketing School, 2019 - 2020
MS - Sports Marketing Management

Southern New Hampshire University 2017 - 2019
BA - Business Administration

AWARDS

- Army Commendation Medal (Five); Army Good Conduct Medal (Three)
- Humanitarian Service Medal; Recruiter Badge

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Bob McClure

bob@ridecircuit.com | 954-260-3010

SUMMARY

Bob is currently a Local Supervisor overseeing day to day operations of Circuit's Broward locations. Bob has been with Circuit since 2015 where he started as a driver in Fort Lauderdale. His positive attitude, attention to detail and effective leadership has paved the way for several promotions over the years. Bob has used his experience in recruiting to successfully build and retain teams which has produced several supervisors and future location managers to keep up with company growth opportunities.

PROFESSIONAL EXPERIENCE

Circuit Transit *South Florida* Jan 2021 - present
Operations Manager - South Florida

Circuit Transit *Fort Lauderdale, FL* Jan 2015 - Jan 2021
Driver Ambassador

Smart Docs Direct *Miami, FL* Aug 2022 - present
Owner

EDUCATION

Florida State University 1996 - 1998
Tallahassee, FL

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Additional Vehicle Options and Fees

Volkswagen ID.Buzz



Damera eJest MiniBus



Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Fee Structures for additional vehicles

The below table represents base-line costs for additional vehicle types at the current service level within this RFP which is 76 weekly service hours. These prices ***are before any discounts*** like advertising or fare revenue, or discounts for the city providing parking & vehicle charging.

Vehicle Type	All-In Hourly Rate*	Fixed Monthly Cost	Variable Costs per Service Hour
	Primary Pricing Model	Alternative Pricing Model Fixed + Variable Hourly Service Costs	
EV Sedan	$48.10	$5,868	+ $26.67/hour
EV SUV	$51.97	$6,928	+ $26.67/hour
EV Van	$55.62	$7,928	+ $26.67/hour
Damera eJest	$109.07	$19,127	+ $39.22/hour

* All-In Hourly Rate is based on 76 weekly service hours. If service hours change, fees will adjust using the alternative pricing model which includes a fixed monthly fee for the costs of the vehicle and variable costs based on the service hours.

Both pricing models include the costs of vehicles, drivers, maintenance, insurance, electricity, storage and all other costs associated with the operation of microtransit services, excluding production of vehicle wraps.

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EXHIBIT “D”

RESOLUTION NO. 2020- 229

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, ACCEPTING A GRANT IN THE AMOUNT OF $833,000.00 FOR ASSISTANCE IN FUNDING THE OPERATION OF A COMMUNITY TRANSIT CIRCULAR SERVICE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach has been awarded a Grant from the State of Florida Department, Department of Transportation, for assistance in funding the operation of a community transit circular service; and

WHEREAS, it is the desire of the City of Pompano Beach, Florida, to formally accept the Grant; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and the State of Florida, Department of Transportation, accepting a grant in the amount of $833,000.00 for assistance in funding the operation of a community transit circular service, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of July, 2020.

DocuSigned by:
Rex Hardin
5020B78CEB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
775D4290316A490...

ASCELETA HAMMOND, CITY CLERK

MEB/jrm
7/22/2020
l:reso/2020-261

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 02/20

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO	FLAIR Category:	088774
446659-1-84-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55042010429
Contract Number:	G1P49	Federal Award Date:		Vendor Number:	F596000411002
CFDA Number:	N/A	Agency DUNS Number:			
CFDA Title:	N/A				
CSFA Number:	55.012				
CSFA Title:	Public Transit Service Development Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 8/27/2020 | 2:05 PM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and the City of Pompano Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in funding for three years of operating a community transit circulator service, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
   _ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 02/20

__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 29, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. **Project Cost:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 02/20

a. The estimated total cost of the Project is $1,666,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $833,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. X If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. X Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

    g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and

persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad

shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an

updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY the City of Pompano Beach

By: -See City Signature Page Attached-

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Steven C. Braun, P.E. 86FB79A8F1EF4EE...

Name: Steven C. Braun, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by: Jeb Niewood 19D3932D432744B...

"CITY":

Attest:

DocuSigned by:
Asceleta Hammond
775D4290316A490...

ASCELETA HAMMOND
CITY CLERK

(SEAL)

CITY OF POMPANO BEACH

By: DocuSigned by:
Rex Hardin
502CB780EB3F480...
REX HARDIN, MAYOR

By: DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
GREGORY P. HARRISON, CITY MANAGER

Approved As To Form:

DocuSigned by:
Mark Berman
B4DD5E1CDA804A1...

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): funding for three years of operating a community transit circulator service

B. Project Location (limits, city, county, map): City of Pompano Beach/Pompano Beach, FL/Broward

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): See attached grant application. The City's objective in developing its new transit program is to improve and expand transit services and ultimately relieve congestion on a major roadways.

The City is also proposing to implement an on-demand service to residents and visitors, whereby services could be demanded for pick-up directly from a residence for transport to and from area restaurants and other amenities.

"Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): public transit service

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): candy, alcohol, decorations, greeting-cards, lobbying, personal cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC DEVELOPMENT
OGC 02/20

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446659-1-84-01	DPTO	088774	2021	751000	55.012	Public Transit Service Development	$833,000
	LF						$833,000
		Total Financial Assistance					$1,666,000

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$833,000	$833,000	$0	$1,666,000
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$833,000***	***$833,000***	***$0***	***$1,666,000***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
_X_ Quarterly
___ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jayne A. Pietrowski
Department Grant Manager Name

DocuSigned by:
Jayne Pietrowski
0E14695055194BD...
Signature

8/26/2020 | 10:51 AM EDT
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC DEVELOPMENT
OGC 02/20

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Service Development)

1. Conformance with Enabling Legislation. This Agreement is in conformance with Section 341.051, F.S.

2. Bus Transit System. In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.

3. Transit Vehicle Inventory Management. The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

4. Progress Reports. The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.

5. Project Goals and Service Data. The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.

6. Submittal of Proposed Timeline. The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.

7. Final Report. At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:

a) An evaluation of the attainment of the goals and objectives.

b) The reasons any of the goals were not met.

c) The benefit accrued by the Agency.

d) A statement of the Agency's intent to continue with the service demonstrated.

-- ***End of Exhibit E*** --

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC DEVELOPMENT
OGC 02/20

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** $833,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2025

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
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071

CN143116387--GAUWC-25-26

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pacific Insurance Company Ltd.	10046
INSURER B : Lloyd's Of London	85202
INSURER C : Hartford Fire Insurance Company	19682
INSURER D : Insurance Company Of The West	27847
INSURER E : Certain Underwriters at Lloyd's MRS 457	
INSURER F : Trisura Specialty Insurance Company	16188

INSURED
Circuit Transit Inc.
Corporate Office
501 East Las Olas Blvd.
Fort Lauderdale, FL 33301

COVERAGES **CERTIFICATE NUMBER:** LOS-002745307-10 **REVISION NUMBER:** 3

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	X **COMMERCIAL GENERAL LIABILITY**			57 YR3 OH8457	06/11/2025	06/11/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			57 YR2 OH8391	06/11/2025	06/11/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
C	ANY AUTO			57 YR2 OH8393 (NY)	06/11/2025	06/11/2026	BODILY INJURY (Per person)	$
C	X OWNED AUTOS ONLY; SCHEDULED AUTOS			57 YQ3 OH8392 (MA)	06/11/2025	06/11/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
F				AESIR-265-AEFF-CTI-02-2025 (Excess)	06/11/2025	06/11/2026	Excess Auto (XS $1M)	$ 4,000,000
B	X **UMBRELLA LIAB** X OCCUR			B0509BOWCN2551370	06/11/2025	06/11/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			Excess of General Liability Only			AGGREGATE	$ 5,000,000
	DED RETENTION $							$
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			WVE 5046725 06	03/01/2025	03/01/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A					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
E	Cyber			01MRCT0000356-01	06/11/2025	06/11/2026	Limit, Ded: $25,000	3,000,000

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

Certificate Holder is included as additional insured where required by written contract with respect to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

APPROVED C. Lawrence
By LawCin at 12:49 pm, Dec 02, 2025

CERTIFICATE HOLDER

City of Pompano Beach
100 W Atlantic Blvd.
Pompano Beach, FL 33060

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

Marsh Risk & Insurance Services

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#5

ORDINANCE NO. 2025-32

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, ACCEPTING A GRANT IN THE AMOUNT OF $195,000.00 FOR ASSISTANCE IN FUNDING THE OPERATION OF A COMMUNITY TRANSIT CIRCULAR SERVICE, AND CONFIRMING THE CITY'S MATCHING CONTRIBUTION IN AN AMOUNT OF $195,000.00; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach has been awarded a Grant from the State of Florida Department, Department of Transportation, for assistance in funding the operation of a community transit circular service; and

WHEREAS, it is the desire of the City of Pompano Beach, Florida, to formally accept the Grant; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

SECTION 1. That a Grant Agreement between the City of Pompano Beach and State of Florida, Department of Transportation, accepting a grant in the amount of $195,000.00 for the operation of a community transit circular service, and confirming the City's matching contribution of $195,000.00, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the City Manager or his designee shall be the official liaison agent and is authorized to accept the funds and execute all further documents for the purpose of administering the program for the City of Pompano Beach.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 11th day of March, 2025.

PASSED SECOND READING this 25th day of March, 2025.

REX HARDIN, MAYOR

ATTEST:

KERVIN ALFRED, CITY CLERK

MEB/mcm
2/19/25
L:ord/2025-117

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/24

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DTPO	FLAIR Category:	088774
454043-1-84-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55042010429
				Vendor Number:	F596000411002
Contract Number:		Federal Award Date:			
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.012				
CSFA Title:	Public Transit Service Development Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Pompano Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in funding for three years to support the expansion of the community transit circular, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   X **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   X Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

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X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through January 31, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $390,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $195,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project**

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole

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proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

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a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/24

AGENCY City of Pompano Beach

By: See City Signature Page

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: John P. Krane, P.E.,

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Francine Steelman

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

"CITY":

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest: _____ Date: Mar. 25, 2025
KERVIN ALFRED
CITY CLERK

(SEAL)

Approved As To Form: _____
MARK E. BERMAN
CITY ATTORNEY

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): City of Pompano will use funds for the expansion of the community transit circulator service.

B. Project Location (limits, city, county, map): City of Pompano Beach/Pompano Beach, FL/Broward

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "Service Development Projects specifically include projects involving the use of new technologies, services, routes, or vehicle frequencies; the purchase of special transportation services, and other such techniques for increasing service to the riding public as are applicable to specific localities and transit user groups. Projects involving the application of new technologies or methods for improving operations, maintenance, and marketing in public transit systems can be funded through the Service Development program. Eligible capital costs are any costs that would be defined as capital costs by the Federal Transit Administration. Examples would include, but not be limited to: the acquisition of buses for fleet and service expansions; transfer facilities; intermodal terminals and park and ride facilities; and passenger amenities, such as passenger shelters and bus stop signs. Eligible net operating costs are all operating costs of a project; less any federal funds, fares, or other sources of income to the project."

D. Deliverable(s): public transit service

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): (including but not limited to): candy, alcohol, decorations, greeting-cards, lobbying, personal

cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens,

congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454043-1-84-01	DPTO	088774	2025	75100	55.012	Public Transit Service Development	$195,000.00
	LF						$195,000.00
		Total Financial Assistance					$390,000.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories *Operations (Transit Only)* *	State	Local	Federal	Total
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$195,000	$195,000	$0	$390,000
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$195,000***	***$195,000***	***$0***	***$390,000***

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

___ Monthly
_X_ Quarterly
___ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Lisa Maack
DocuSigned by:
Department Grant Manager Name

Lisa Maack
8032[C229498408...
Signature

12/30/2024 | 3:35 PM EST
Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Service Development)

1. Conformance with Enabling Legislation. This Agreement is in conformance with Section 341.051, F.S.

2. Bus Transit System. In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.

3. Transit Vehicle Inventory Management. The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

4. Progress Reports. The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.

5. Project Goals and Service Data. The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.

6. Submittal of Proposed Timeline. The Agency will submit a Proposed Time Line for Service Development Activities prior to the commencement of the project.

7. Final Report. At any time when it becomes necessary to terminate the project or at the end of the two years, a Final Report will be submitted by the Agency. This report will accompany the Final Invoice for reimbursement. The Final Report will include the following:

a) An evaluation of the attainment of the goals and objectives.

b) The reasons any of the goals were not met.

c) The benefit accrued by the Agency.

d) A statement of the Agency's intent to continue with the service demonstrated.

-- ***End of Exhibit E*** --

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS
(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

– End of Exhibit E1 –

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

Exhibit E2

PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.

2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:

    a. a brand or logo of the public transit provider,
    b. the official seal of the jurisdictional governmental entity, or
    c. a state agency public service announcement.

3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

- End of Exhibit E2 -

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

Docusign Envelope ID: 8C6EFC8B-771D-4B43-8A06-0E431EDD2832

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Public Transit Service Development Program
CSFA Number: 55.012
***Award Amount:** $195,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.012 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.012 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Circuit Proposed Fees – 2026-2027

No Ads														
Monthly		**Mar 2026**	**Apr 2026**	**May 2026**	**Jun 2026**	**Jul 2026**	**Aug 2026**	**Sep 2026**	**Oct 2026**	**Nov 2026**	**Dec 2026**	**Jan 2027**	**Feb 2027**	
Season		High	High	Low	Low	Low	Low	Low	Low	High	High	High	High	
Vehicles		3	3	2	2	2	2	2	2	3	3	3	3	
Weekly Hours														
Monthly Hours		889.8	889.8	593.2	593.2	593.2	593.2	593.2	593.2	889.8	889.8	889.8	889.8	8,898
Pompano GEM Rate	$38.45	$38.45	$38.45	$38.45	$38.45	$38.45	$38.45	$38.45	$38.45	$38.45	$38.45	$38.45	$38.45	
Gross Monthly		**$34,213**	**$34,213**	**$22,809**	**$22,809**	**$22,809**	**$22,809**	**$22,809**	**$22,809**	**$34,213**	**$34,213**	**$34,213**	**$34,213**	**$342,128**
Estimated Fares (based on 2025 actuals)		-$4,099	-$3,819	-$3,392	-$2,837	-$2,974	-$2,679	-$2,148	-$2,929	-$3,340	-$3,525	-$1,466	-$3,393	-$36,600
Projected New Monthly Billing		**$30,114**	**$30,394**	**$19,416**	**$19,972**	**$19,834**	**$20,130**	**$20,660**	**$19,880**	**$30,873**	**$30,688**	**$32,747**	**$30,820**	**$305,528**
2025 Net Monthly Billing		$16,227	$16,507	$16,934	$17,490	$17,352	$17,647	$18,178	$17,398	$16,987	$16,801	$18,269	$16,341	**$206,131**
YoY Increase in Billing														**48%**

Circuit Proposed Fees – 2026-2027

With Ads														
Monthly		**Mar 2026**	**Apr 2026**	**May 2026**	**Jun 2026**	**Jul 2026**	**Aug 2026**	**Sep 2026**	**Oct 2026**	**Nov 2026**	**Dec 2026**	**Jan 2027**	**Feb 2027**	
Season		High	High	Low	Low	Low	Low	Low	Low	High	High	High	High	
Vehicles		3	3	2	2	2	2	2	2	3	3	3	3	
Weekly Hours														
Monthly Hours		889.8	889.8	593.2	593.2	593.2	593.2	593.2	593.2	889.8	889.8	889.8	889.8	8,898
Pompano GEM Rate	$34.14	$34.14	$34.14	$34.14	$34.14	$34.14	$34.14	$34.14	$34.14	$34.14	$34.14	$34.14	$34.14	
Gross Monthly		**$30,374**	**$30,374**	**$20,250**	**$20,250**	**$20,250**	**$20,250**	**$20,250**	**$20,250**	**$30,374**	**$30,374**	**$30,374**	**$30,374**	**$303,744**
Estimated Fares (based on 2025 actuals)		-$4,099	-$3,819	-$3,392	-$2,837	-$2,974	-$2,679	-$2,148	-$2,929	-$3,340	-$3,525	-$1,466	-$3,393	-$36,600
Projected New Monthly Billing		**$26,275**	**$26,555**	**$16,857**	**$17,413**	**$17,275**	**$17,571**	**$18,101**	**$17,321**	**$27,035**	**$26,849**	**$28,909**	**$26,981**	**$267,143**
2025 Net Monthly Billing		$16,227	$16,507	$16,934	$17,490	$17,352	$17,647	$18,178	$17,398	$16,987	$16,801	$18,269	$16,341	**$206,131**
YoY Increase in Billing														