

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, July 14, 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 Pouloupoulos

Ken Rubach, Town Manager
Susan Trevarthen, Town Attorney
Melissa Vasami, Town Clerk

Regular Town Commission

Tuesday, July 14, 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 by Pauline Brooks McGuiness representing the Bahai Faith**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Launch of the Resilient Broward Grant Program
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO June 2026 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
 - 8.b. April 2026 Finance Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes of the June 3, 2026, Town Commission Code Enforcement Workshop, the June 9, 2026, Town Commission CIP Budget Workshop, and the June 9, 2026, Regular Town Commission Meeting.
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
13. **NEW BUSINESS**
 - 13.a. FY2027 BSO Proposed Budget
14. **COMMISSIONER PRESENTATIONS**
15. **COMMISSIONER COMMENTS**
16. **ORDINANCES 1st Reading**
17. **ORDINANCES 2nd Reading**
18. **RESOLUTIONS – PUBLIC COMMENTS**
 - 18.a. RESOLUTION 2026-21: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RELATING TO THE

PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN; DESCRIBING THE METHOD OF ASSESSING FIRE PROTECTION ASSESSED COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN'S GEOGRAPHICAL BOUNDARIES, KNOWN AS FIRE PROTECTION ASSESSMENT AREA-TOWNWIDE; ESTABLISHING THE ESTIMATED RATES FOR FIRE PROTECTION SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; PROVIDING FOR A INCREASE IN RATES FOR FIRE PROTECTION SERVICES; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL FOR FIRE PROTECTION ASSESSMENT AREA-TOWNWIDE; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

18.b.

RESOLUTION 2026-22: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) AND THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING EXECUTION AND DISTRIBUTION OF THE FIRST AMENDMENT AND SECOND AMENDMENT; AUTHORIZING ANY NON-SUBSTANTIVE REVISIONS TO THE AMENDMENTS REQUESTED BY THE AUTHORITY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

18.c.

RESOLUTION 2026-23-A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AN AGREEMENT BETWEEN THE TOWN OF LAUDERDALE-BY-THE-SEA AND THE BROWARD COUNTY SHERIFF'S OFFICE FOR LOCAL POLICE SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

19. QUASI JUDICIAL PUBLIC HEARINGS

20. ADJOURNMENT

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

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the

podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

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

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

INVOCATION:

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



Agenda Item No: 5.a.

Town Commission Agenda Item Report

Meeting Date: July 14, 2026

Submitted By: Melissa Vasami, Town Clerk

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Launch of the Resilient Broward Grant Program

Explanation: Dr. Jennifer Jurado, Chief Resilience Officer for Broward County, will give a presentation regarding the upcoming Resilient Broward grant funding opportunity.

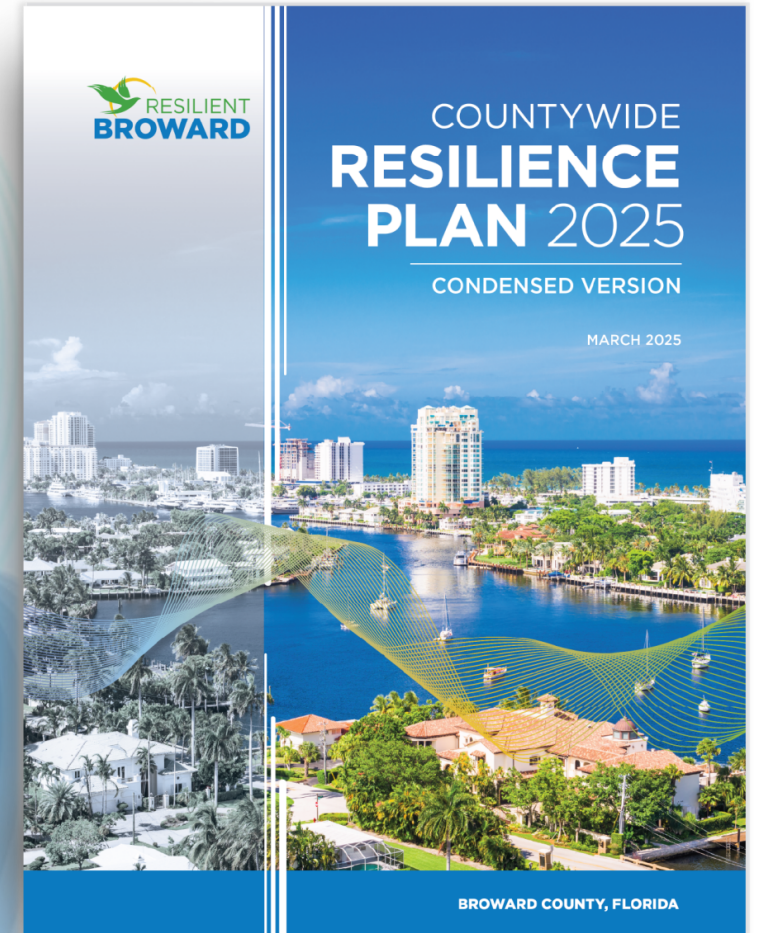
Recommendation: N/A

Exhibits:

1. Lauderdale-by-the-Sea Grant Presentation

Launch of the Resilient Broward Grant Program

Lauderdale-by-the-Sea
Commission Meeting
July 14, 2026



A Service of the Broward County Board of County Commissioners



**Commissioner
Nan H. Rich**



**Mayor
Mark D. Bogen**



**Commissioner
Michael Udine**



**Commissioner
Lamar P. Fisher**



**Commissioner
Steve Geller**



**Commissioner
Beam Furr**



**Commissioner
Alexandra P. Davis**



**Vice Mayor
Robert McKinzie**



**Commissioner
Hazelle P. Rogers**

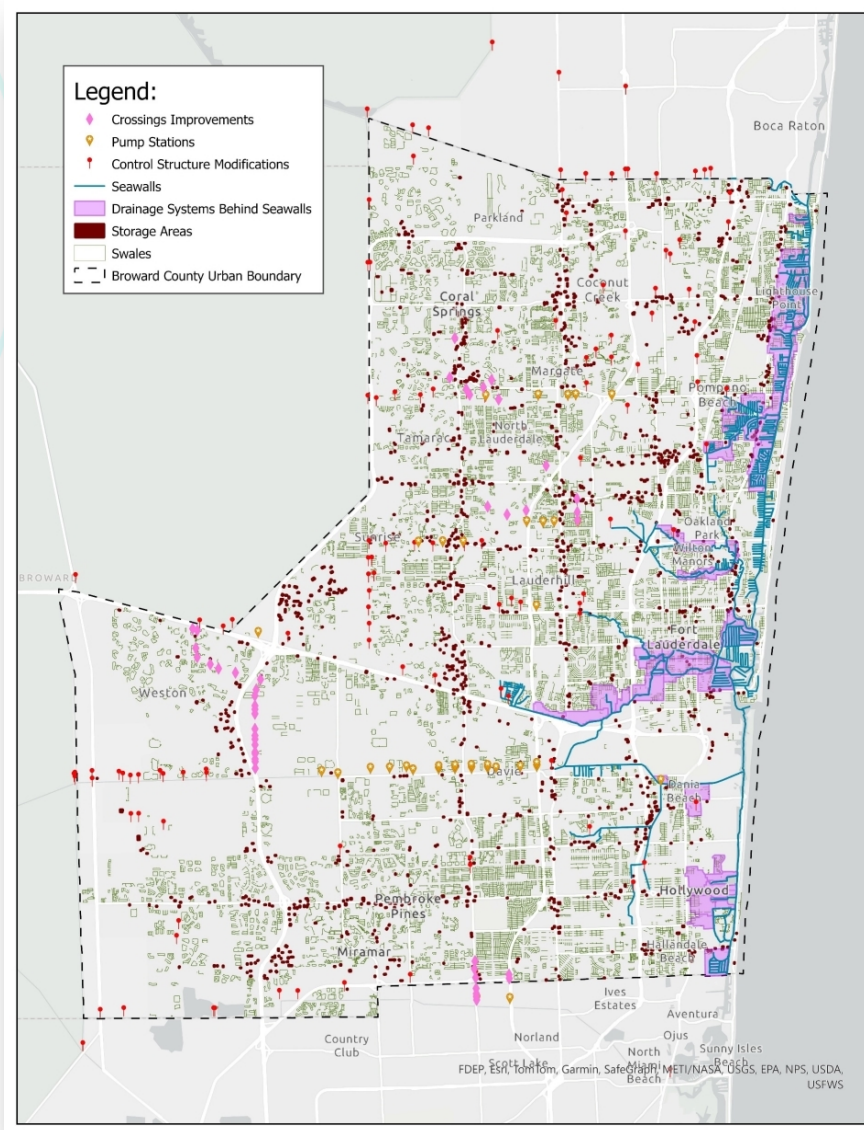
Local Flood Resilience Challenges

- Rising sea level, rainfall and storm surge
- Unabated
 - Increases in flood severity, impact, and disruptions
 - Infrastructure damage, losses, and safety concerns
 - Quality of life impacts and disruptions

Overall economic implications



Leading to the Collective Development of the Countywide Resilient Broward Plan



190+ Miles
enhanced
Seawalls

169
Controls
Structures

28
New Pump
Stations

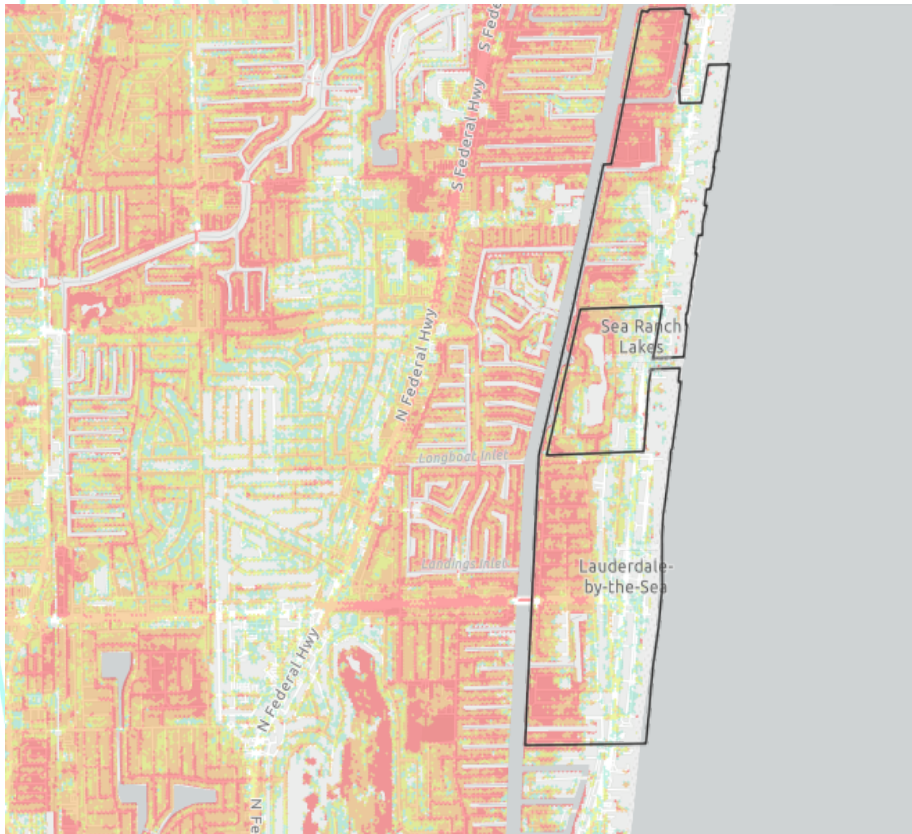
50
Upgraded
Crossings

1,247
Acres-ft of
storage

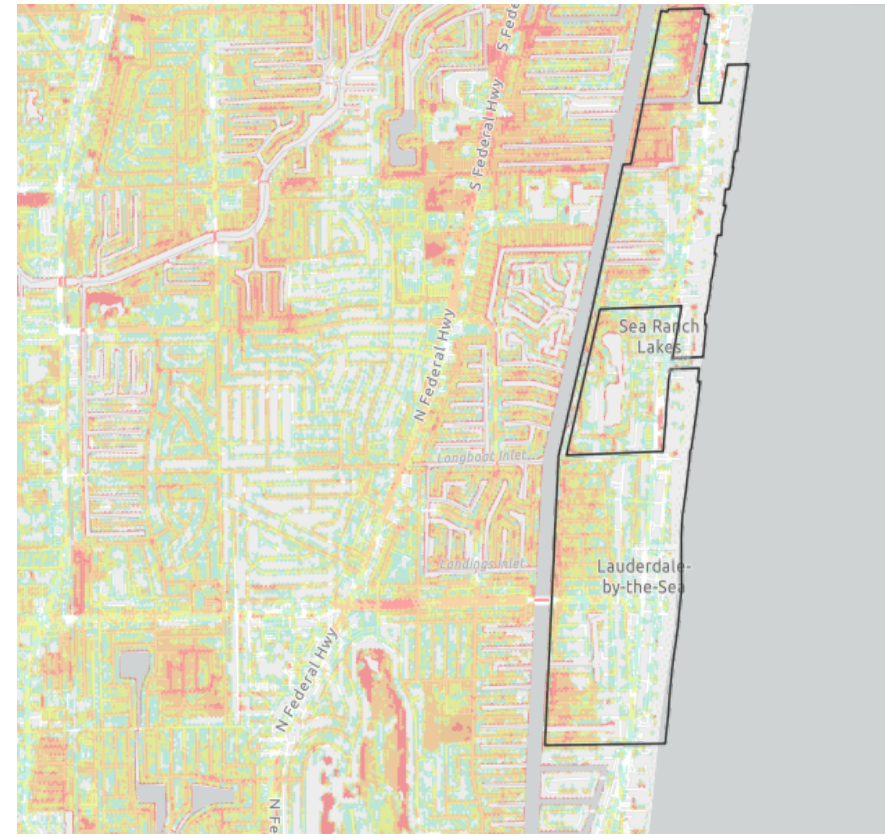
Scenario Viewer – Flood Risk vs. Adaptation

2-Foot SLR, 100 Rain Event, 20-yr Surge

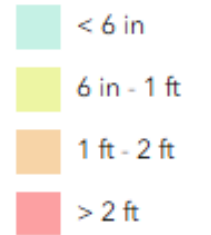
Before Adaptation



After Adaptation



Flooding Depth
Baseline Scenario
RP6



Modeled Adaptation Strategies

- Conveyance
 - Increase pump capacity
 - Convert gravity driven systems
 - Improving canals, culverts, etc.
- Green infrastructure
 - Swales, bioswales
- Storage
 - Above and below ground
- Barriers
 - Seawalls
 - Engineered structures



Supported by Key Performance-Based Economic Metrics

Summary of Tier 1 and Tier 2 Benefit Value Estimates



Average Annual
**Property Damage
Avoided**

TIER 1
\$776 Million

TIER 2
\$3.6 Billion



Average Annual
**Increased Short-term
Economic Activity**

TIER 1
\$109 Million

TIER 2
\$660 Million



Average Annual
**Increased Property
Tax Collected**

TIER 1
\$211 Million

TIER 2
\$962 Million



**Increased Flood
Insurance Coverage**

TIER 1
\$12 Billion

TIER 2
\$20 Billion



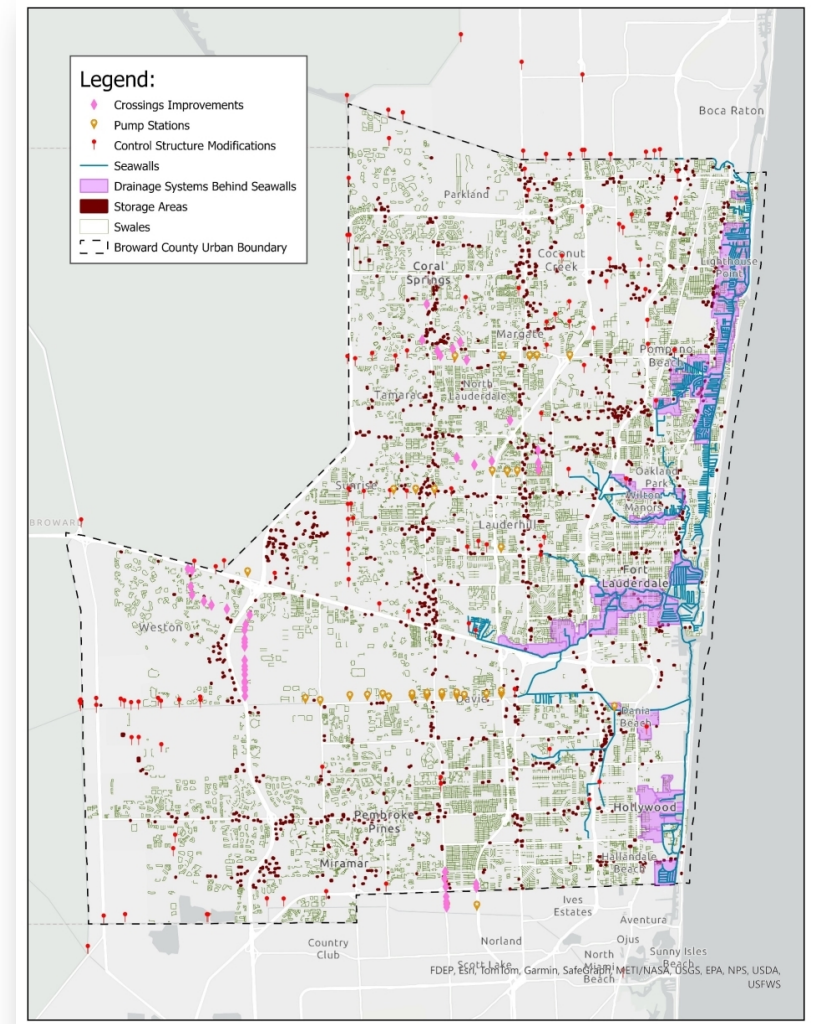
**Increased
Real Estate Value**

TIER 1
\$8 Billion

TIER 2
\$31 Billion

Breaking Down Implementation (Public Sector)

- **\$1 Billion** – Tier 1 capital improvements county-wide (pumps, culverts, controls)
- **\$1.9 Billion** - Additional drainage (pumps) behind seawalls
- **\$2.6 Billion** – Public seawall improvements
- **\$2.7 Billion** – Enhanced storage



County Commission Action to Accelerate Implementation

- April 28, 2026 – Unanimous vote to allocate \$20 million for resilience plan implementation
- Funding to provide up to 25% cost share for conveyance improvement projects
 - Culverts
 - Control Structures
 - Pumps
- Goal to achieve overall 5:1 leveraging of County funds over 15 years = \$1.5 Billion in projects



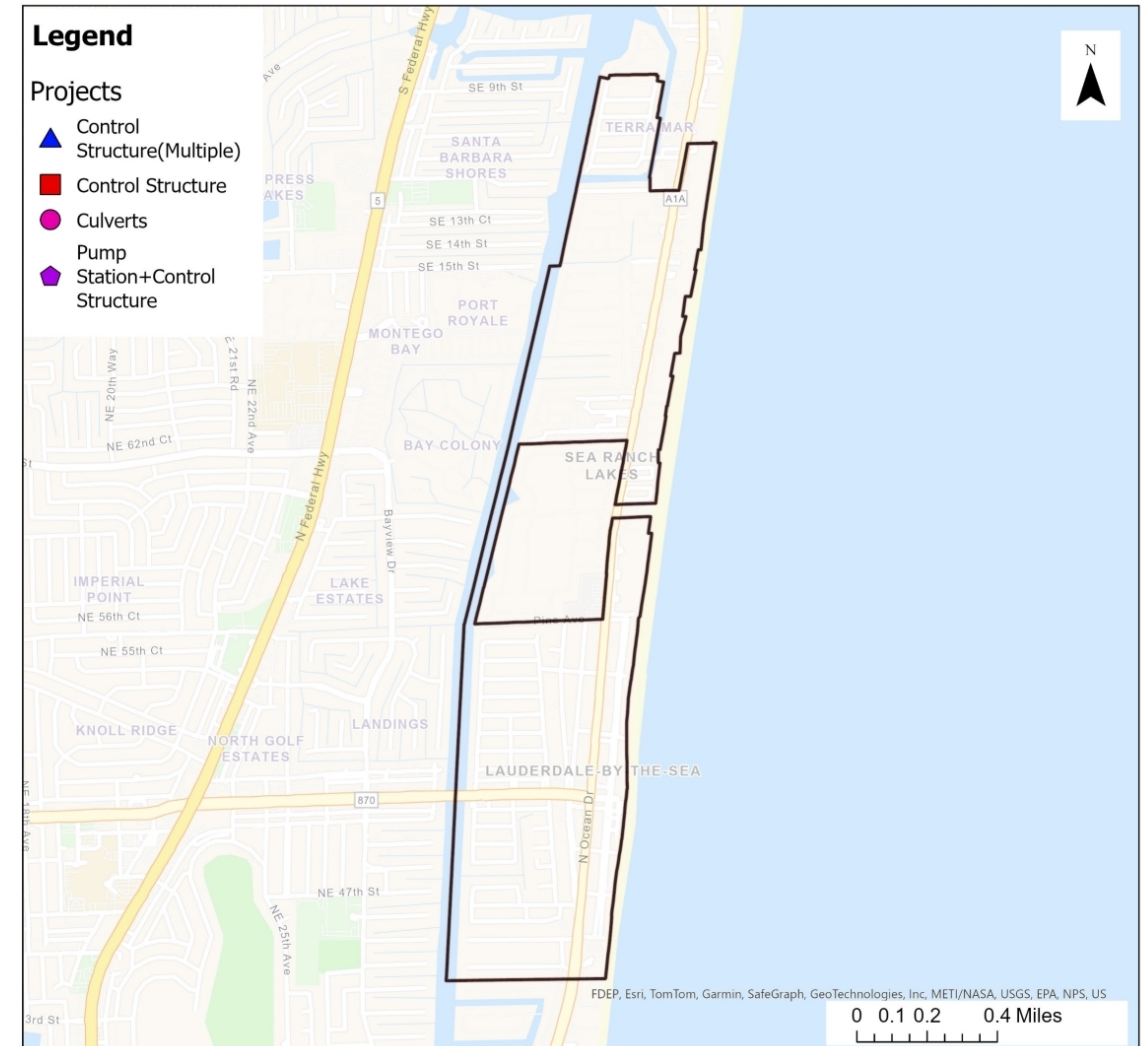
Resilient Broward Grant Criteria

1. Project is identified or consistent with the County Plan
2. Achieves a 5:1 leveraging of county cost share required
3. Project readiness (project is designed/permitted)
4. Project is included in a completed resilience plan, stormwater plan, or vulnerability assessment
5. Project demonstrates quantifiable flood risk reduction
6. Project demonstrates cost benefit (e.g., # structures benefited per \$100,000 or similar)
7. Project area previously impacted by flooding
8. Project involves an interlocal partnership

Specifics

- Eligible costs – design, permitting, and construction
- Must include installation of telemetry
- Lump sum reimbursement upon completion of construction, and all deliverables
- 3-year grant term via Interlocal Agreement

Pump Station, Controls Structure and Culvert Projects Distribution



Timeline

Program Timeline	Date
Informational Webinar	August 19, 2026
Kick-off Webinar	September 2, 2026
Application Portal Opens	September 2, 2026
Application Deadline	October 2026
Review and Ranking of Applications	Winter 2026
Staff Recommendation to County Commission	Early Spring 2027
Agreement Execution	Late Spring 2027

Questions ?

DR. JENNIFER JURADO

Chief Resilience Officer, Deputy Director
Resilient Environment Department

jjurado@broward.org
954-519-1464



RESILIENT
ENVIRONMENT



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: July 14, 2026

Submitted By: Chris Sutter, Captain, Broward Sheriff's Office

Submitting Department: Public Safety

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO June 2026 Public Safety Report

Explanation: BSO June 2026 Public Safety Report prepared by Captain Chris Sutter

Recommendation:

Exhibits:

1. 6. TM Report-June 2026



Sheriff Gregory Tony, Ph.D.

Date: July 8, 2026

To: Ken Rubach
Town Manager

From: Captain Christopher Sutter
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- June 2026

PERSONNEL CHANGES:

On June 13th, 2026, CSA Giovanna Anderson, CCN 18512, was promoted to Public Records Technician and transferred to the Broward Sheriff's Office Public Records Division.

EMPLOYEE OF THE MONTH: Deputy Christopher Cathcart, CCN 11979

On June 13, 2026, while conducting a proactive patrol in the area of 4405 N. Ocean Drive, Deputy Cathcart observed a subject vandalizing town-owned property with a black marker, defacing public benches. Recognizing the offense in progress, Deputy Cathcart immediately intervened, took the subject into custody without incident, and transported him to the Main Jail. His prompt and decisive actions held the offender accountable while helping preserve public property and maintain the quality of life enjoyed by Lauderdale-by-the-Sea residents and visitors.

On June 27, 2026, while on patrol near 4500 N. Ocean Drive, Deputy Cathcart observed a vehicle stopped at a red traffic signal with the driver asleep behind the wheel. Concerned for the safety of the driver and the motoring public, he attempted to awaken the driver. As the driver regained consciousness, the vehicle suddenly accelerated approximately 100 feet before coming to rest on the curb. Deputy Cathcart reacted immediately by safely placing the vehicle in park and making contact with the driver, who displayed clear signs of impairment. Recognizing the seriousness of the situation, Deputy Cathcart continued his investigation and requested assistance from the DUI Task Force, which responded and ultimately arrested the driver for Driving Under the Influence.

Deputy Cathcart's vigilance, sound judgment, and proactive enforcement actions during these two unrelated incidents prevented potential harm to the community and demonstrated his steadfast commitment to protecting the public. For these reasons, Deputy Cathcart was selected as the June 2026 Deputy of the Month in recognition of his outstanding performance and exemplary service to the residents and visitors of Lauderdale-by-the-Sea.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery, or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home, or condominiums to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out of town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs that residents wish to participate in.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed about the importance of shredding documents, being aware of suspicious individuals, protecting passwords, and exercising caution when revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant enables additional maritime patrols throughout the Town's waterways and adjacent ocean areas.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate between assisting with administrative duties and patrolling local neighborhoods as an extra pair of eyes and ears, supplementing deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with the State of Florida legal mandates. Existing municipal ordinances prohibit people classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This patrol mode allows deputies to interact one-on-one with our residents and visitors. Deputies conducted 0 hours of bike patrol.

- **All-Terrain Vehicle Patrol:** The ATVs / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol plays a crucial role in marine fisheries regulation, enforcement, and protection. Deputies used the ATV / Polaris for 64 miles and 8 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or who are otherwise experiencing mental health crises or are homeless and in need of services. Five (5) individuals were experiencing a mental health crisis. Two (2) were transported to Imperial Point, one (1) to Fort Lauderdale Behavioral Health, and two (2) to Henderson Clinic. Seven (7) individuals experiencing homelessness were contacted during this period, and they all refused services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool for Public Safety. ***See Notable Incidents/Arrests below.***
- **e-Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues, and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This enables the district to notify residents about any traffic issues and other significant public safety concerns affecting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Sutter to provide information to the public via social media. Follow us @BSOLBTS.

SPECIAL EVENTS:

None

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2606-000232 (Deputy Swadkins)

DATE/TIME: 06/05/2026 @ 1640 hours

LOCATION: 250 Commercial Blvd

VICTIM: W/M (9/13/1960)

SUSPECT: **Gabriel Alvarad W/M (6/16/95)**

INCIDENT: **Battery**

SUMMARY: The victim was driving eastbound on Commercial and was waiting to make a left turn onto East Tradewinds Ave. Suspect became angry due to possible road rage and intentionally threw a Styrofoam cup filled with cold tea from his vehicle into the victim's vehicle, striking him in the face. Victim wished to pursue charges. Statement and photos taken.

CASE: 13-2606-000247 (Deputy Roach)

DATE/TIME: 6/5/2026 @ 2333 hours

LOCATION: Seagrape Dr / Commercial Blvd

ARRESTEE: John H. Poulin (W/M 12/7/1964)

VICTIM: B/M (7/7/1986)

INCIDENT: **Burglary with Battery/Criminal Mischief (Arrest)**

SUMMARY: Deputies responded to the above location in reference to an assault type call. Investigation revealed that the victim is an Uber driver and after picking up a passenger near Billie Jack's, he began to turn east onto Commercial Blvd, where he then collided with a bicyclist, John Poulin. John became angry and punched the victim on the left shoulder through the open driver-side window while the victim was still sitting in the driver's seat. The victim closed his window, and John punched it, causing it to shatter. The victim then drove away from the scene and returned when deputies arrived on-scene. Probable cause was established, and John was arrested and transported to the Main Jail.

CASE: 13-2606-000303 (Deputy Roach)

DATE/TIME: 6/07/2026 @ 0307 hours

LOCATION: 4513 N. Ocean Dr

VICTIM: B/M (8/6/1978)

SUSPECT: Nicodemus Gonzalez (4/27/1979)

INCIDENT: **Battery (Waiver of prosecution)**

SUMMARY: The victim stated that he is a Lyft driver. There was an argument over the directions to the destination, and the passenger allegedly touched the driver's neck. The driver did not want to prosecute and left the area. The passenger ordered another ride with a new driver.

CASE: 13-2606-000348 (Deputy Barnett)

DATE/TIME: 6/07/2026 @ 2015 hours

LOCATION: 4400 El Mar Dr

VICTIM: Village Pump

SUSPECT: Alec Austin W/M (4/5/1991)

INCIDENT: **Petit Theft (Waiver of prosecution)**

SUMMARY: Deputy Barnett responded to the above location regarding a theft. The Village Pump manager reported a male threw a beer bottle on the floor and then left without paying his \$146.00 bar tab. The male has been to the bar before, and his name was possibly "Alec Austin," though this was not confirmed. Video footage was submitted to evidence. The restaurant signed a waiver of prosecution after the bill was paid on a later date.

CASE: 13-2606-000579 (Deputy Cathcart)
DATE/TIME: 06/13/2026 @ 0309 hours
LOCATION: 4405 N. Ocean Dr.
ARESTEE: Christian Sierra W/M (4/9/1987)
VICTIM: Town of LBTS
INCIDENT: **Criminal Mischief (Arrest)**
SUMMARY: While on routine patrol, Deputy Cathcart observed Christian Sierra, a known subject, defacing one of the town benches at the location with a permanent marker. Sierra was taken into custody and transported to the Main Jail.

CASE: 13-2606-000603 (Deputy Figueroa)
DATE/TIME: 6/13/2026 @ 1812 hours
LOCATION: 4425 N Ocean Dr (Parking Lot)
VICTIM: W/F (10/16/1960)
SUSPECT: Unknown W/M
INCIDENT: **Battery - Felony (On person 65 years of age or older)**
SUMMARY: The victim advised that she was assaulted by a W/M when a verbal argument for a parking space escalated. The victim advised that a W/M suspect slapped her on the right shoulder and later left the scene, driving away with his family. BSO deputies circulated the area with negative results. An LPR intelligence search was attempted using the license plate provided by the victim, but yielded no results. An independent witness who was present during the incident advised that nothing physical occurred between the parties. No injuries or marks were noticed at the scene. Belanger Dibiase expressed the desire not to prosecute if the suspect is found.

CASE: 13-2606-000608 (Deputy Cathcart)
DATE/TIME: 6/13/2026 @ 1842 hours
LOCATION: 14 Commercial Blvd (Pier 14 Restaurant)
VICTIM: W/F (5/18/2007)
OFFENDER: Michael Price W/M (12/10/1996)
INCIDENT: **Petit Theft (Waiver of prosecution)**
SUMMARY: Deputy Cathcart responded to the location regarding the theft of a cell phone. Video surveillance revealed an older white male removing the victim's cell phone from the bar. The victim was able to use the Find My iPhone feature to locate her phone inside 1 Commercial Blvd in Aruba's Restaurant. The subject was located, and the victim's iPhone was discovered in the subject's pants pocket. The phone was returned to the victim. The subject was intoxicated and apparently grabbed the victim's cell phone believing it was his own. The victim did not wish to seek criminal prosecution. Waiver signed.

CASE: 13-2606-000671 (Deputy Ogando)
DATE/TIME: 6/14/2026 @ 2110 hours
ARRESTEE: Jose Salcedo W/M (1/1/2006)
LOCATION: 2 Commercial Blvd
VICTIM: W/M (10/28/1974)
INCIDENT: **Battery and two (2) counts of Obstruction**
SUMMARY: Deputies responded regarding a disturbance between the victim and employee Jose Salcedo over a billing dispute at the restaurant. During the incident, the victim called 911 to request assistance, at which time Mr. Salcedo grabbed the phone from his hand, interrupting the call without permission. Based on the investigation, Mr. Salcedo's actions constituted battery, tampering with a witness by interfering with a 911 call. The victim stated he wished to prosecute, and his sworn statement was obtained and submitted into evidence. Mr. Salcedo refused to provide identifying information and was subsequently charged with obstruction. While being

detained, Salcedo urinated on the rear door of the marked patrol vehicle. Mr. Salcedo was arrested and transported to the Main Jail. A1 Biohazard Services responded to the district office to sanitize the patrol vehicle.

CASE: 13-2606-000763 (Deputy Seedig)

DATE/TIME: 06/16/2026 @ 2014 hours

LOCATION: 4649 Bougainville Drive #4

ARRESTEE: Matthew Cote W/M (12/11/1987)

VICTIM: W/F (07/05/1985)

INCIDENT: **Domestic Agg Assault / Deprive 911 Services (Arrest)**

SUMMARY: Parties had a verbal dispute which led to Cote grabbing a knife and stabbing the wall in the apartment, along with the bed they both slept upon, in a fit of rage. The victim stated she was in fear that Cote would possibly harm her at the time. The victim stated that when she attempted to contact emergency services via text, Cote grabbed her phone to prevent the communication, which only led to him accidentally sending the text to emergency services. Cote was located trying to flee the residence upon deputies' arrival. Cote was charged accordingly.

CASE: 13-2606-000805 (Dep Yates)

DATE/TIME: 06/17/2026 @ 1411 hours

LOCATION: 4319 N Ocean Drive - Walgreens

SUSPECT: Unknown Adult B/M, 5'10", 170lbs, wearing Blk shift, dark jeans.

INCIDENT: **Petit Theft**

SUMMARY: Walgreens management staff reported a theft of liquor. Investigation revealed that an unknown B/M suspect took two bottles of Tequila (\$39 each) from the end shelf while the cashier was distracted and walked out of the store without paying. The suspect then fled, and an area canvass yielded negative results. CCTV obtained and downloaded. Suspect unknown.

CASE: 13-2606-000988 (Dep Yates)

DATE/TIME: 06/20/2026 @ 1100 hours

LOCATION: 4117 Bougainville Drive (Leisure-By-The-Sea East)

SUSPECT: Unknown

INCIDENT: **Criminal Mischief**

SUMMARY: The board president reported an unknown person(s) vandalized the common area men's bathroom. The sink was ripped from the wall, and the toilet tank lid was smashed. The victim reviewed CCTV footage from the past 24 hours and observed a white male, possibly homeless, on the property between 2100 hours (06/20/26) and 0400 hours (06/21/26) entering the bathroom. It is not known whether this person is responsible at the time of this report. Damage is estimated at \$1000.00.

CASE: 13-2606-001027 (Dep Yates)

DATE/TIME: 06/22/2026 @ 0042 hrs.

LOCATION: 239 Imperial Lane

SUSPECT: 2 unknown B/M

VICTIM: W/F (4/1/1976)

INCIDENT: **Auto Theft (Recovered)**

SUMMARY: Victim reported that her vehicle was stolen from her driveway. The victim's Ring camera captured the incident. The Ring video captured a silver vehicle pulling up and two suspects exiting wearing dark clothing. One suspect opens the trunk of the victim's vehicle, while the other suspect enters the driver's side of the **UNLOCKED** vehicle. The suspects then pull away, driving the victim's vehicle Eastbound on Imperial Lane. The suspect's vehicle and the victim's vehicle then drove Southbound on A1A, and both vehicles were captured on the Town's LPR system.

Vehicle was entered into FCIC/NCIC as stolen, and a B.O.L.O. was issued. CCTV downloaded onto evidence.com. BSO BAT notified Det. Koos is assigned this active case. Det. Koos conducted thorough research and located the vehicle in Weston at 16491 Racquet Club Rd, abandoned without a tag. After conducting surveillance on the vehicle for some time, deputies responded and recovered the vehicle.

CASE: 13-2606-001108 (Dep Suarez)

DATE/TIME: 06/18/2026 – 06/23/2026

LOCATION: 245 Allenwood Drive

SUSPECT: Unknown

VICTIM: W/M (9/24/1964)

INCIDENT: **Petit Theft (Florida License Plate)**

SUMMARY: Victim responded to District Office and reported his Florida License Plate was stolen. Research revealed the last time observed on LBTs LPR was Eastbound over the commercial Bridge on 06/18/2026. The tag was recently captured on LPR, hitting on 06/21/2026 in Miami-Dade County attached to another vehicle, which was an unknown Year/Model pickup truck. Tag entered into FCIC/NCIC as stolen.

CASE: 13-2606-001167 (Dep. Figueroa)

DATE/TIME: Between 6/23/2026 1710 hrs. and 6/24/2026 0000 hrs.

LOCATION: 4425 N Ocean Dr. (Public Parking Lot)

SUSPECT: Unknown

VICTIM: W/M (12/28/2000)

PROPERTY: Bicycle "Trek-Verve 2"

INCIDENT: **Petit Theft (Bicycle)**

SUMMARY: The bicycle was locked to a bike rack located on the southeast side of the public parking lot behind "Seven Six" beach store. The victim discovered that his bike was stolen sometime between 1710 and 0000 hrs. Unknown suspect. The burgundy-colored "Trek Verve 2" bike was valued at approximately \$300.00.

CASE: 13-2606-001244 (Deputy Reis, Sergeant Murphy)

DATE/TIME: 06/26/2026 @ 0553 hours

LOCATION: 2 Palm Ave, Palm Portal Beach Side

SUSPECT: Carney R. Spence W/M (08/19/1972)

INCIDENT: **Obstruction (Not in Custody PC)**

SUMMARY: On June 26, 2026, at approximately 5:53 AM, Deputies from the Lauderdale by The Sea District were patrolling for illegal encampments and lodging on the beach. A white male was encountered and provided the name of John Spence. In accordance with the county's protocols for enforcing the public camping ordinance, the offender must first be given a verbal warning to cease their actions. It was later learned that the subject had given a false name during the encounter. Once his proper identity was verified as Carney R. Spence, a Not in Custody Probable Cause Affidavit was submitted to the Broward County SAO for the charge of Obstruction Without Violence, and an FI Card with the proper verbal warning was completed for the Broward County Ordinance for lodging on the beach.

CASE: 13-2606-001278 (Dep. Figueroa)
DATE/TIME: 06/23/2026. Between 1500-1830 hours
LOCATION: 4660 El Mar Dr Room #124. (The Plunge Beach Resort)
VICTIM: W/F (12/14/1970)
INCIDENT: **Burglary Dwelling (Unoccupied)**
SUMMARY: Deputy Figueroa responded to a theft call at the Plunge Hotel. Investigation revealed that unknown subject(s) entered a hotel room and stole a purse, a wallet, a credit card, clothes, and \$500.00 cash. The total value of the stolen items (including the cash) is estimated at approximately \$735. There was no forced entry. No available surveillance video.

CASE: 13-2606-001280 (Deputy Cathcart)
DATE/TIME: 6/26/2026 @ 2120 hours
LOCATION: 100 Commercial Blvd
ARRESTEE: Cynthia Lequerica (2/18/1981)
VICTIM: W/F (6/24/1995)
INCIDENT: **Domestic Battery (Arrest)**
SUMMARY: Deputy Cathcart responded to the area of Basin Dr. and W Tradewinds Ave. regarding a physical altercation that occurred in the downtown area. Investigation revealed that several independent witnesses observed the victim and suspect engaged in a heated verbal altercation near the 100 block of Commercial Blvd. Witnesses stated that the suspect then began aggressively and forcibly pulling on the victim's arm with such force that the victim almost fell down. Witnesses further indicated that the suspect was verbally threatening to cause physical harm to the victim. The suspect was arrested for domestic battery and transported to the Main Jail. Several of the victim's children were present during the altercation. DCF notified.

CASE: 13-2606-001285 (Deputy Cathcart)
DATE/TIME: 6/27/26 / 0135 hours
LOCATION: 4500 N Ocean Dr
SUSPECT: Monica Castano-Velez (3/24/1986)
INCIDENT: **DUI (Arrest)**
SUMMARY: Deputy Cathcart arrived at the red light at the 4500 block of N Ocean, which was stuck on red. As Deputy Cathcart pulled alongside the lead vehicle to tell the motorist to proceed through the light, he noticed the occupant was asleep. Deputy Cathcart attempted to awaken the driver without success. The vehicle then lunged forward approximately 100 feet and came to rest on the curb. Deputy Cathcart was able to place the vehicle in park and contact the driver. The driver showed obvious signs of impairment. DUI Task Force responded and arrested the driver for DUI.

CASE: 13-2606-001307 (Deputy Swadkins)
DATE/TIME: 06/27/2026 @ 1245 hours
LOCATION: 4319 N Ocean Dr
SUSPECT: Tabitha Calise, White female, DOB: 02/10/1989
INCIDENT: **Petit Theft (Waiver of prosecution)**
SUMMARY: On June 27, 2026, at approximately 12:45 PM, Deputies from the Lauderdale By The Sea District were dispatched to a theft at the Walgreens, 4319 N Ocean Drive. Deputy Swadkins responded to the scene and obtained a photograph of the suspect leaving the store. Deputy Ramcharan and Deputy Bickel located the suspect, Tabitha Calise, at the Marathon Gas Station. She was temporarily detained. Deputy Swadkins responded to the scene and recovered the stolen property, a t-shirt and a wine cooler. The manager of the Walgreens requested that the suspect be trespassed from the store and that the property be returned. The manager signed a waiver of prosecution, and the suspect was released from the scene.

CASE: 13-2606-001326 (Deputy Figueroa).
DATE/TIME: 06/26/2026 @ 2000 hours
LOCATION: 228 Commercial Blvd (Keese's Restaurant)
ARESTEE: Robert Roy Henion W/M (5/29/1979)
VICTIM: Uptown Keese's Greek Kouzina.
INCIDENT: **Criminal Mischief (Arrest)**
SUMMARY: Deputies responded to a disturbance call at Keese's Restaurant. Investigation revealed that Robert Henion, who was previously arrested 36 times for different crimes, entered Keese's Restaurant and became aggressive when he was told to wear a shirt. He broke an umbrella, dishes, and spat on the main door. The damage caused to the property was valued at approximately \$500.00. Henion was taken into custody and transported to the Main Jail.

CASE: 13-2606-001359 (Deputy Suarez)
DATE/TIME: 06/28/2026 @ 1716 hours
LOCATION: 228 Commercial Blvd (Keese's Restaurant)
SUSPECT: Anwar Khan W/M (2/7/1977)
VICTIM: Town of LBTS
INCIDENT: **Criminal Mischief**
SUMMARY: Deputies were alerted to numerous locations of graffiti in the downtown areas, where the listed subject tagged "Crome MSG" in black ink on multiple poles, sidewalks, and crosswalks. The suspect was identified as a well-known Miami-based graffiti artist. The suspect was identified on the town's surveillance cameras, and an arrest warrant will be submitted for his arrest.

CASE: 13-2605-001376 (Deputy Barnett)
DATE/TIME: 6/28/2026 @ 2238 hours
LOCATION: 1480 S Ocean Blvd
ARRESTEE: Jania L. Holley B/F 01/29/2004
INCIDENT: **Battery LEO, Resisting, and Trespassing (Arrest)**
SUMMARY: Deputies responded to a suspicious person call regarding a B/F trespassing on the property and gaining access through an open gate that was supposed to be locked. Upon arrival, deputies met with the listed arrestee (Holley), who was sitting at the rear of the condominiums, against the building, within the gated community. Holley was unresponsive to deputies' verbal communication and commands, and she began reaching for a bag between her legs as we approached. Holley became immediately combative and started yelling as we attempted to detain her for further investigation. Holley braced, tensed, and pulled away while also kicking at law enforcement. Once in custody, Holley still refused to identify herself or give any information about why she was within the condominium community. Holley then kicked Deputy Seedig in the chest once she was placed into the rear of the marked unit. Holley remained uncooperative throughout the entire incident. The president of the condominiums and the original caller expressed their desire to press charges for trespassing. Holley was transported to the main jail.

MONTHLY ARREST LOGS:

Misd/Fel	Charge	Street	Case
Fel	Burglary/Battery	Seagrape Dr/Commercial Blvd	13-2606-000247
Misd	Criminal Mischief	4405 N Ocean Dr	13-2606-000579
Misd	Battery and Obstruction x2	2 Commercial Blvd	13-2606-000671
Fel	Domestic Aggravated Assault/ Obstruction of 911	4649 Bougainvilla Dr	13-2606-000763
Misd	Obstruction	2 Palm Ave	13-2606-001244
Misd	Domestic Battery	100 Commercial Blvd	13-2606-001280
Misd	DUI	4500 N Ocean Dr	13-2606-001285
Misd	Criminal Mischief	228 Commercial Blvd	13-2606-001326
Fel	Battery LEO, Resisting, and Trespassing	1480 S Ocean Blvd	13-2605-001376

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2025 YTD	2026 YTD
AUTO THEFT	1	0	11	2
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	1	0	6	6
BURGLARY-RESIDENCE	1	0	3	3
BURGLARY-STRUCTURE	0	0	2	0
FORCIBLE SEX	0	0	2	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	1	1	1	2
HOMICIDE	0	0	0	0
ROBBERY	0	0	2	0
THEFT-GRAND	0	3	7	6
THEFT-PETIT	6	4	19	18
TOTALS	10	8	53	37

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	21
COP Hours Worked - Month	55
COP Patrol Miles - Month	220
COP Hours Worked - YTD	661
COP Patrol Miles - YTD	2809

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	9

COP Beach Patrol Hours – Month	7.25
COP Beach Patrol Hours - YTD	99

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

	Month	2026 YTD
Reserve Deputy - Days Worked	3	19
Reserve Deputy - Hours Worked	20.5	236

MONTHLY STAFFING AND STATISTICAL REPORT:

The June 2026 Monthly Staffing and Statistical Report is attached.

				
MONTHLY STAFFING AND STATISTICAL REPORT				
LAUDERDALE-BY-THE-SEA DISTRICT				
June 30, 2026				
CURRENT STAFFING ALLOCATIONS				
Position	Budgeted Positions	Actual Positions	Vacant Positions	
District Chief	1	1		
Executive Lieutenant	1	1		
Sergeant	4	4		
Deputy Sheriff	19	19		
Community Service Aide	1	0	1	
Administrative Specialist	1	1		
Clerical Specialist (P/T)	1	1		
TOTAL	28	27	1	
PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.				
Name	CCN	Status	Circumstances	
CSA Giovanna Anderson	18512	Promoted	Assigned to PRU as a Public Records Technician	
DETACHED PERSONNEL / LOCATION				
Name	CCN	Detached to	Reason	Hours
			TOTAL	0



Lauderdale by the Sea

Monthly Activity

June 2026

Reports/Calls	
Miscellaneous Service	
Event Reports	45
Accidents	11
Calls for Service	1,471

Traffic	
Types of Citation	
Non-Moving / Moving Citation	27
Warnings	65
Parking	0
DUI	1
Total Citations	93

Arrests	
Type of Arrest	
Felony	5
Misdemeanor	3
Warrant (Misdemeanor)	1
Warrant (Felony)	0
DUI (Misdemeanor)	0
DUI (Felony)	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	0
Total Arrests	9

Time Worked	
Hours Worked	
Bike Patrol	0
Court Overtime	6
Training Hours	132
Detached	0
Other Overtime	115
Days Worked	30

General	
FI	14
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 64 Miles / 8 Hours
Reserve Deputies worked 3 shifts (20.5 hrs)



Town Commission Agenda Item Report

Meeting Date: July 14, 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: **Bougainvilla/Poinciana Funding**

A sincere thank you to Representative LaMarca and Ericks Consulting for their support in helping the Town secure a \$375,000 state appropriation for the Bougainvilla/Poinciana Project. We greatly appreciate their advocacy and partnership. The Town will continue working with our state elected officials and our lobbying team to explore additional funding opportunities to help offset the cost of this important project.

FDOT Bel Air Traffic Signal Study Results

FDOT has finalized the requested study for the intersection of Bel Air Drive/SE 15th Street and S.R. A1A, which included a signal warrant analysis and an evaluation of speeds, traffic volumes, and operational safety conditions. Based on MUTCD and FDOT criteria, the analysis determined that signal warrants are not met at this location; therefore, a traffic signal installation will not proceed.

The study also evaluated speed conditions, which appear to be the primary concern among residents. Although elevated operating speeds were observed, the 85th percentile speed exceeds the posted limit. As a result, lowering the posted speed is not feasible under applicable engineering standards.

Jarvis Hall Use Policy

Staff was recently approached regarding the use of Jarvis Hall to host a constituent meet-and-greet for a candidate seeking elected office in the November election.

The Town Code currently defines an "event" as follows:

Sec. 17-102. – Definitions

For the purposes of this article, "event" shall mean a meeting, concert, lecture, exhibit, board meeting, or other community or civic event. The use of Jarvis Hall by the Supervisor of Elections as a polling place for any special or general election shall not constitute an event under the terms of this article.

The Town Code does not specifically address the use of Town facilities for campaign-related events or political candidate activities. As a result, staff is seeking Commission direction on whether, as a matter of policy, Jarvis Hall should be made available for candidate meet-and-greet events or other campaign-related functions, and, if so, under what conditions.

July 4th Recap

Lauderdale-By-The-Sea kicked off the month with our famous July 4th celebration. The Town welcomed thousands of residents, neighbors, and visitors as we celebrated our nation's 250th Anniversary.

Inspired by the vision of our 2026 Event Chair, Commissioner Pouloupoulos, this year's Independence Day celebration kicked off with a parade featuring more than 60 participants. The festivities continued with Family Fun Day in El Prado and concluded with a spectacular fireworks display over the beach.

This year, we were especially honored to recognize all Lauderdale-By-The-Sea resident veterans and active-duty military personnel as the 2026 Grand Marshals of our annual July 4th Parade. We are incredibly proud to celebrate these hometown heroes, whose service and sacrifice have helped protect the freedoms we enjoy today.

It is always special to have Commissioner Lamar Fisher and his team join us here in Town as we create yet another milestone, and appreciate his ongoing support of Lauderdale-By-The-Sea.

The success of this event, as with any others, would not be possible without the dedication and attention to detail by our own Broward Sheriff's Office team, as well as members of Pompano Beach Fire Rescue who ensured a safe holiday for all.



July 4th is, without a doubt, one of the biggest days of the year in Town. Bringing this celebration to life requires months of planning, logistics meetings, scheduling, and coordination, culminating in the incredible efforts of our Staff and Public Works teams on event day.

I can say with complete confidence that we are fortunate to have one of the best teams around. The seamless execution of an event of this scale is a true testament to their professionalism, dedication, and teamwork. A heartfelt thank you to everyone who worked

behind the scenes to make this year's celebration such a memorable occasion for our community.



Lastly but certainly not least, a big thank you to our 2026 sponsors - Body Therapy Massage & Facial Therapy, of our West Business District, Breakaway Inn, Flynn Engineering, High Noon Beach Resort, and Village Grille & Pump. Your contributions help us make each year even more special than the last.





September Budget Hearings /Commission Meeting Dates

Staff is requesting Commission direction on the dates for the September budget hearings and Commission meetings. The budget hearings will begin at **5:01 p.m.** on the selected date, with the regular Commission meeting to follow at **6:30 p.m.** Selecting the earlier hearing dates provides staff with sufficient time to incorporate any Commission-directed revisions to the proposed budget before the final submission to the Tax Collector, Property Appraiser, and Broward County.

Additionally, as a reminder, the final fire assessment rate must be adopted no later than **Tuesday, September 15.**

Staff recommends the following meeting schedule:

- **First Budget Hearing and subsequent Commission Meeting:** Wednesday, September 2, or Wednesday, September 9
- **Second Budget Hearing and subsequent Commission Meeting:** Monday, September 14

Team USA Watch Party

We recently gathered with neighbors and friends to cheer on Team USA as they secured a victory over Bosnia and Herzegovina. The evening was filled with soccer-themed games, face painting, music, and, of course, a live stream of the exciting match.

A special thank you to Broward County for its grant support, which helped make this event possible. It was a fantastic evening that brought the community together, supported our local businesses, and celebrated an exciting win for Team USA.



Waste Pro 1 Year Extension

Waste Pro has approached the Town to determine whether there is interest in executing a one-year extension of the current agreement under the same terms and conditions as the

existing contract. There would be no price increase during the extension period.

Staff is seeking Commission consensus on whether to proceed with the one-year extension, which would allow the Town to issue a Request for Proposals (RFP) in late 2027, or whether the Commission prefers that staff move forward with the RFP process this year.

World Cup Corner

Team USA's run may have come to an end, but there is still plenty of World Cup excitement ahead. As a reminder to our businesses, please send any World Cup related programming you may be hosting to our Events & Marketing Manager, Katie Anderson, at KatieA@LBTS-FL.gov to be included in upcoming Town Topics e-blasts. The newsletter, sent every Thursday, reaches over 3,000 recipients.

Be sure to sign up to stay up to date on all the exciting events and happenings around Town!

Upcoming Meetings

- Code Compliance Hearing — Thursday, July 23rd at 5:00 pm
- Commission Meeting — Tuesday, July 28th at 6:30 pm

Recommendation:

Exhibits: None



Agenda Item No: 8.b.

Town Commission Agenda Item Report

Meeting Date: July 14, 2026

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: April 2026 Finance Report

Explanation: Presented is the April 2026 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 2) and the Cash & Investment Report (Exhibit 3). At the end of April, the Town was 58.33% through the fiscal year.

Recommendation: N/A

Exhibits:

1. April 2026 Finance Report
2. April 2026 Revenue_Expenditure Report
3. April 2026 Cash Investment Report

April is the seventh month of the fiscal year 2025-206.

The following is a summary of the operating results through 4/30/2026:

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	\$ 16,272,168.94	85.43%	\$ 11,596,440.51	60.88%	\$ 4,675,728.43
Building Fund	\$ 1,940,940.00	\$ 90,750.00	\$ 1,850,190.00	\$ 907,364.90	49.04%	\$ 779,583.17	42.14%	\$ 127,781.73
Sewer Fund	\$ 1,803,000.00	\$ -	\$ 1,803,000.00	\$ 686,524.33	38.08%	\$ 567,370.66	31.47%	\$ 119,153.67
Fire Fund	\$ 2,548,000.00	\$ 150,000.00	\$ 2,398,000.00	\$ 2,384,472.69	99.44%	\$ 1,366,049.56	56.97%	\$ 1,018,423.13
Capital Fund	\$ 3,929,080.00	\$ 700,000.00	\$ 3,229,080.00	\$ 1,590,540.00	49.26%	\$ 414,786.13	10.56%	\$ 1,175,753.87
Parking Fund	\$ 3,613,524.00	\$ -	\$ 3,613,524.00	\$ 2,314,396.37	64.05%	\$ 593,457.70	16.42%	\$ 1,720,938.67
Grand Total	\$ 35,490,752.00	\$ 3,548,693.00	\$ 31,942,059.00	\$ 24,155,467.23		\$ 15,317,687.73		\$ 8,837,779.50

General Fund

The General Fund remains in a favorable financial position through April 2026. Revenues continue to perform strongly, particularly within the Ad Valorem Property Taxes.

Ad Valorem Property Tax Revenues continue to perform strongly, with collections totaling approximately \$13.7 million, or 96.49% of budget, consistent with the Town's normal revenue collection cycle. Other major revenues continue to perform generally as anticipated.

APRIL 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%	83.59%
February	90.85%	92.91%	91.31%	90.48%	89.92%	88.56%
March	92.83%	94.68%	93.10%	92.82%	92.41%	91.02%
April	97.64%	98.37%	96.88%	96.91%	96.84%	96.49%
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%	

General Fund expenditures remain below the expected fiscal year expenditure pace, reflecting the timing of contractual services. Total expenditures through April totaled approximately \$11.6 million or 53.5%. Most departments continue to operate on track or below the proportional budget benchmark at this point in the fiscal year.

Below is a breakdown of attorney fees:

<u>Services Rendered</u>	<u>Matter</u>	<u>Total</u>
April, 2026	General Representation	\$ 12,741.00
	Commission Meetings	\$ 2,548.00
	Board Meetings	\$ 219.20
	Land Use	\$ 3,753.80
	Fire	
	Police	
	Labor	
	Ethics	\$ 548.00
	Charter Review Board	\$ 3,781.20
	Cost Recovery	\$ 301.40
	Code Enforcement	\$ 986.40
	Total:	\$24,879.00

At the close of April 2026, the General Fund reflects a positive operating position with revenues exceeding expenditures year-to-date.

Building Fund

For the month ended April 30, 2026, Building Fund revenues totaled approximately \$907,365, representing 46.8% of the annual budget, while expenditures totaled approximately \$779,583 or 40.17% of the annual budget. Overall, the Building Fund remains financially stable and continues to operate within budgetary expectations.

Sewer Fund

For the month ended April 30, 2026, Sewer Fund revenues totaled \$686,524, representing 38.1% of the FY2026 budget. Collections are below expectations; however, sewer revenues are recognized as billings are collected and are subject to normal fluctuations in customer usage and billing cycles. Overall, the Sewer Fund remains financially stable and operates within budgetary expectations.

Fire Fund

For the month ended April 30, 2026, Fire Fund revenues totaled \$2.38 million, representing 93.6 % of the FY2026 revenue budget. This favorable performance is primarily attributable to the collection of annual Fire Assessment Revenues. This is the primary funding source for fire services; these are substantially collected during the early portion of the fiscal year through the property tax collection process. Expenditures totaled \$1.3 million, representing 53.6% of the FY2026 budget. Overall expenditures remain slightly below the expected fiscal year expenditure pace primarily due to timing of professional services. Contractual expenditures reflect the monthly payments for fire services provided under the Town's agreement with the City of Pompano Beach.

Capital Improvement Fund

For the month ended April 2026, Capital Improvement Project (CIP) Fund revenues totaled approximately \$1.59 million representing 40.5% of the approve revenue budget. Expenditures totaled \$414,786. These remain well below the expected fiscal year expenditure pace, which is typical for capital improvement projects as expenditures are incurred based on project design, permitting, construction schedules and contractor billing cycles.

The chart below displays the activity for the CIP fund:

APRIL, 2026 REPORT INFORMATION					
<u>CIP Projects</u>	<u>Budget</u>	<u>YTD Expenditures</u>	<u>April Expenditures</u>	<u>% Completion</u>	<u>Comments</u>
El Prado Park	\$ 1,300,000.00	\$ 29,196.51	\$ 3,890.25	2.25%	Payments made to RVE, Inc.
Storm Sewer Lining	\$ 500,000.00	\$ -	\$ -	0.00%	
Beach Portal	\$ 750,871.00	\$ 72,618.37	\$ 19,007.50	9.67%	Payments made to RVE, 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	\$ 103,734.44	\$ 82,679.09	90.20%	Payments made to Baxter & Woodman, Inc.
Roadway Paving & Refurbishment	\$ 400,000.00	\$ 28,292.00	\$ -	7.07%	
Resilient Florida Program	\$ -	\$ 10,227.75	\$ 10,227.75		Payments made to Baxter & Woodman, Inc.
Totals:	\$ 3,782,538.00	\$ 360,735.73	\$ 115,804.59		

Parking Fund

For the month ended April 2026, Parking Fund Revenues totaled approximately \$2.3 million, representing 64.0% of the approved budget, while expenditures totaled approximately \$593,458 or 16.4% of the annual budget. Overall, the Parking Fund continues to remain in a very strong position, with revenues significantly exceeding expenditures.

April, 2026	
	<u>FY2026</u>
South Ocean	\$ 26,828.14
Ocean Front Meters	\$ 48,914.39
Commercial Blvd. Meters	\$ 13,073.02
Parking Meters-Beach	\$ 21,370.64
Palm Portal-FDG	\$ 13,395.82
El Prado Parking Lot	\$ 59,662.11
Town Hall Parking Lot	\$ 4,534.07
El Mar Parking Lot	\$ 27,571.13
A1A Parking Lot	\$ 65,377.59
Bougainvilla/Poinciana	\$ 32,670.13
Monthly Total:	\$ 313,397.04

The top producing lots were:

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



Lauderdale-By-The-Sea, FL

Budget Report Account Summary

For Fiscal: 2025-2026 Period Ending: 04/30/2026

	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	777,691.96	13,707,775.47	-498,180.53	96.49 %
Department: 301000 - Ad Valorem Property Taxes Total:	14,205,956.00	14,205,956.00	777,691.96	13,707,775.47	-498,180.53	96.49%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	991,111.00	991,111.00	88,939.61	471,312.39	-519,798.61	47.55 %
001-301100-311440 Gas Utility Tax	23,500.00	23,500.00	3,588.15	14,409.57	-9,090.43	61.32 %
001-301100-314300 Water Utility Tax	207,257.00	207,257.00	22,674.62	114,675.60	-92,581.40	55.33 %
Department: 301100 - Utility Taxes Total:	1,221,868.00	1,221,868.00	115,202.38	600,397.56	-621,470.44	49.14%
Department: 301600 - Franchise Taxes						
001-301600-313100 Fl Power & Light Franchise	750,000.00	750,000.00	58,274.18	388,928.47	-361,071.53	51.86 %
001-301600-313300 Waste Franchise Collection	169,000.00	169,000.00	0.00	68,319.37	-100,680.63	40.43 %
001-301600-313400 Gas Franchise	23,500.00	23,500.00	2,954.59	14,077.25	-9,422.75	59.90 %
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	61,228.77	471,325.09	-471,674.91	49.98%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,500.00	100,500.00	1,330.01	54,962.31	-45,537.69	54.69 %
001-302000-321110 Sidewalk Cafe Row	100,000.00	100,000.00	0.00	120,220.99	20,220.99	120.22 %
001-302000-322150 Miscellaneous Permits	500.00	500.00	0.00	100.00	-400.00	20.00 %
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	50.00	485.00	485.00	0.00 %
Department: 302000 - Licenses & Permits Total:	203,400.00	203,400.00	1,380.01	175,768.30	-27,631.70	86.42%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	185,000.00	185,000.00	16,267.41	117,279.20	-67,720.80	63.39 %
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	36,427.38	223,072.75	-326,927.25	40.56 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	80,000.00	80,000.00	3,200.78	26,926.75	-53,073.25	33.66 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	49,000.00	49,000.00	4,518.20	21,153.80	-27,846.20	43.17 %
001-303000-315100 Communication Service Tax	320,000.00	320,000.00	23,814.84	132,337.67	-187,662.33	41.36 %
001-303000-334915 Fdot-reimbursable Grant	34,384.00	34,384.00	0.00	0.00	-34,384.00	0.00 %
001-303000-334930 Emergency Supplemental Funding	0.00	0.00	0.00	6,223.25	6,223.25	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	84,228.61	529,636.40	-853,747.60	38.29%
Department: 304000 - Charges for Services						
001-304000-347500 Tennis - Shuffle Key	11,000.00	11,000.00	1,250.00	11,117.50	117.50	101.07 %
Department: 304000 - Charges for Services Total:	11,000.00	11,000.00	1,250.00	11,117.50	117.50	101.07%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	30,000.00	30,000.00	2,006.60	11,178.66	-18,821.34	37.26 %
001-305000-354160 Code Enforcement Fines	50,000.00	50,000.00	150.00	17,250.00	-32,750.00	34.50 %
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	2,156.60	28,428.66	-52,571.34	35.10%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	500,000.00	500,000.00	89,969.13	444,210.46	-55,789.54	88.84 %
001-306000-362000 Rent/lease Royalties	136,157.00	136,157.00	14,776.25	70,039.25	-66,117.75	51.44 %
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	15,408.65	44,690.65	39,690.65	893.81 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 04/30/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-369101	Special Events- Applications	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-306000-369200	Miscellaneous Applications	3,000.00	3,000.00	1,055.00	7,310.00	4,310.00	243.67 %
001-306000-369201	Miscellaneous Merchandisesales	5,000.00	5,000.00	0.00	2,477.86	-2,522.14	49.56 %
001-306000-369250	Recreational Activities Fee	19,000.00	19,000.00	755.00	21,825.00	2,825.00	114.87 %
001-306000-369500	miscellaneous Lobbyist	500.00	500.00	0.00	200.00	-300.00	40.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	5,179.91	6,966.74	-8,033.26	46.44 %
Department: 306000 - Miscellaneous Revenues Total:		698,657.00	698,657.00	127,143.94	597,719.96	-100,937.04	85.55%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	141,750.00	141,750.00	9,429.44	50,133.63	91,616.37	35.37 %
001-511000-500210	Employer Fica Taxes	12,000.00	12,000.00	680.85	3,537.80	8,462.20	29.48 %
001-511000-500220	Retirement	68,000.00	68,000.00	7,890.68	31,412.95	36,587.05	46.20 %
001-511000-500230	Group Insurance	55,000.00	55,000.00	4,029.78	30,831.31	24,168.69	56.06 %
001-511000-500345	Contractual Services	17,540.00	17,540.00	552.50	3,747.67	13,792.33	21.37 %
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	0.00	1,409.80	10,590.20	11.75 %
001-511000-500550	Operating Expenses	21,900.00	21,900.00	253.30	1,068.27	20,831.73	4.88 %
Department: 511000 - Commission Total:		353,940.00	353,940.00	22,836.55	125,071.11	228,868.89	35.34%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	27,269.00	27,269.00	2,220.00	25,479.40	1,789.60	93.44 %
Department: 511100 - Donation-Non Profits Total:		27,269.00	27,269.00	2,220.00	25,479.40	1,789.60	93.44%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	70,000.00	70,000.00	3,818.15	25,413.23	44,586.77	36.30 %
001-511200-500210	Employer Fica Taxes	5,355.00	5,355.00	181.12	1,614.94	3,740.06	30.16 %
001-511200-500220	Retirement	8,885.00	8,885.00	962.88	3,710.69	5,174.31	41.76 %
001-511200-500230	Group Insurance	3,050.00	3,050.00	6.63	417.92	2,632.08	13.70 %
001-511200-500311	Advertisements	6,795.00	6,795.00	0.00	475.00	6,320.00	6.99 %
001-511200-500340	Sewer/wastewater	4,410.00	4,410.00	264.52	1,896.52	2,513.48	43.00 %
001-511200-500345	Contractual Services	3,750.00	3,750.00	0.00	452.77	3,297.23	12.07 %
001-511200-500430	Electric Service	2,415.00	2,415.00	98.61	697.09	1,717.91	28.87 %
001-511200-500431	Water Service	6,360.00	6,360.00	381.62	2,777.13	3,582.87	43.67 %
001-511200-500463	Service Maintenance Contracts	3,150.00	3,150.00	139.43	392.35	2,757.65	12.46 %
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	41.35	1,820.44	2,179.56	45.51 %
001-511200-500550	Operating Expenses	4,500.00	4,500.00	108.35	308.32	4,191.68	6.85 %
Department: 511200 - Visitor Center Total:		125,260.00	125,260.00	6,002.66	39,976.40	85,283.60	31.91%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	748,453.00	748,453.00	52,310.41	347,308.99	401,144.01	46.40 %
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	68.39	955.07	4,819.93	16.54 %
001-513000-500210	Employer Fica Taxes	56,543.00	56,543.00	3,968.47	23,880.64	32,662.36	42.23 %
001-513000-500220	Retirement	165,555.00	165,555.00	30,492.17	110,535.07	55,019.93	66.77 %
001-513000-500230	Group Insurance	204,000.00	204,000.00	5,730.51	72,164.68	131,835.32	35.37 %
001-513000-500315	Professional Services	43,500.00	43,500.00	0.00	17,500.00	26,000.00	40.23 %
001-513000-500320	Audit Expense	50,000.00	50,000.00	24,400.00	31,900.00	18,100.00	63.80 %
001-513000-500344	Hr Expenses	4,250.00	4,250.00	30.00	5,188.25	-938.25	122.08 %
001-513000-500345	Contractual Services	94,970.00	94,970.00	5,075.99	34,572.99	60,397.01	36.40 %
001-513000-500463	Service Maintenance Contracts	41,000.00	41,000.00	1,288.50	36,866.17	4,133.83	89.92 %
001-513000-500506	Printing & Binding	3,200.00	3,200.00	0.00	24.05	3,175.95	0.75 %
001-513000-500508	Postage	5,000.00	5,000.00	2,764.96	9,897.24	-4,897.24	197.94 %
001-513000-500510	Office Supplies	13,800.00	13,800.00	1,994.52	3,055.22	10,744.78	22.14 %
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	500.00	1,475.46	8,961.54	14.14 %
001-513000-500545	Training	37,050.00	37,050.00	1,591.81	7,869.94	29,180.06	21.24 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 04/30/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-513000-500550	Operating Expenses	26,350.00	26,350.00	2,070.25	8,445.80	17,904.20	32.05 %
Department: 513000 - Administration Total:		1,525,958.00	1,525,958.00	132,285.98	711,710.89	814,247.11	46.64%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	350,560.00	350,560.00	31,351.46	156,548.47	194,011.53	44.66 %
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	31,351.46	156,548.47	243,451.53	39.14%
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	1,781.43	67,003.59	66,496.41	50.19 %
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	16,106.62	99,017.52	130,982.48	43.05 %
001-519000-500451	Auto, Property & Liability Ins	345,300.00	345,300.00	0.00	270,480.00	74,820.00	78.33 %
001-519000-500452	Workers Compensation Insur	101,024.00	101,024.00	0.00	39,612.00	61,412.00	39.21 %
001-519000-500463	Service Maintenance Contracts	23,100.00	23,100.00	0.00	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	285.43	2,690.57	12,309.43	17.94 %
001-519000-500550	Operating Expenses	96,300.00	96,300.00	0.00	85,292.46	11,007.54	88.57 %
001-519000-500552	Recycling And Solid Waste Exp	66,000.00	66,000.00	237.88	34,839.16	31,160.84	52.79 %
Department: 519000 - General Total:		1,277,774.00	1,277,774.00	18,411.36	634,943.26	642,830.74	49.69%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	110,000.00	110,000.00	5,965.28	39,365.44	70,634.56	35.79 %
001-519100-500210	Employer Fica Taxes	8,415.00	8,415.00	456.66	2,767.00	5,648.00	32.88 %
001-519100-500220	Retirement	21,872.00	21,872.00	1,673.86	6,733.58	15,138.42	30.79 %
001-519100-500230	Group Insurance	22,400.00	22,400.00	1,277.40	11,776.54	10,623.46	52.57 %
001-519100-500311	Advertisements	13,000.00	13,000.00	0.00	2,844.95	10,155.05	21.88 %
001-519100-500315	Professional Services	166,000.00	166,000.00	175.00	49,326.27	116,673.73	29.71 %
001-519100-500345	Contractual Services	6,750.00	6,750.00	578.95	2,204.08	4,545.92	32.65 %
001-519100-500347	Programs	13,300.00	13,300.00	0.00	555.54	12,744.46	4.18 %
001-519100-500495	Special Events	203,000.00	203,000.00	12,893.91	109,082.30	93,917.70	53.74 %
001-519100-500506	Printing & Binding	70,000.00	70,000.00	3,629.65	23,434.96	46,565.04	33.48 %
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	13.00	13.00	1,987.00	0.65 %
Department: 519100 - Tourism and Community Outreach Total:		642,387.00	642,387.00	26,663.71	248,748.66	393,638.34	38.72%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	100,000.00	100,000.00	12,310.54	43,643.00	56,357.00	43.64 %
001-521000-500345	Contractual Services	7,159,374.00	7,159,374.00	596,614.50	4,756,304.24	2,403,069.76	66.43 %
001-521000-500352	Contract Services	5,800.00	5,800.00	0.00	4,996.19	803.81	86.14 %
001-521000-500640	Capital Outlay - Equipt & Mach	13,100.00	13,100.00	-653.25	5,950.00	7,150.00	45.42 %
Department: 521000 - Police Department Total:		7,278,274.00	7,278,274.00	608,271.79	4,810,893.43	2,467,380.57	66.10%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	1,440,000.00	1,440,000.00	169,298.04	877,696.99	562,303.01	60.95 %
Department: 523000 - Emergency Medical Services Total:		1,440,000.00	1,440,000.00	169,298.04	877,696.99	562,303.01	60.95%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	465,000.00	465,000.00	34,472.27	236,122.37	228,877.63	50.78 %
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	236.00	3,122.26	1,377.74	69.38 %
001-524000-500210	Employer Fica Taxes	35,917.00	35,917.00	2,631.49	16,516.53	19,400.47	45.99 %
001-524000-500220	Retirement	94,321.00	94,321.00	14,812.19	53,454.68	40,866.32	56.67 %
001-524000-500230	Group Insurance	120,000.00	120,000.00	7,548.40	64,556.51	55,443.49	53.80 %
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	18,370.00	40,557.75	288,442.25	12.33 %
001-524000-500462	Fuel	0.00	0.00	0.00	-34.59	34.59	0.00 %
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	2,195.77	804.23	73.19 %
001-524000-500508	Postage	4,000.00	4,000.00	31.80	31.80	3,968.20	0.80 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 04/30/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500510	Office Supplies	3,500.00	3,500.00	578.68	1,296.94	2,203.06	37.06 %
001-524000-500525	Uniform Expense	1,740.00	1,740.00	0.00	55.21	1,684.79	3.17 %
001-524000-500540	Dues & Subscriptions	4,000.00	4,000.00	339.00	1,338.04	2,661.96	33.45 %
001-524000-500545	Training	12,000.00	12,000.00	334.20	2,679.71	9,320.29	22.33 %
001-524000-500550	Operating Expenses	13,000.00	13,000.00	107.47	2,203.65	10,796.35	16.95 %
Department: 524000 - Development Services Total:		1,163,178.00	1,163,178.00	79,461.50	424,096.63	739,081.37	36.46%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	1,181,125.00	1,181,125.00	74,646.33	436,516.76	744,608.24	36.96 %
001-541100-500140	Overtime Salaries	75,075.00	75,075.00	2,100.11	30,445.00	44,630.00	40.55 %
001-541100-500210	Employer Fica Taxes	96,099.00	96,099.00	5,542.44	31,775.02	64,323.98	33.06 %
001-541100-500220	Retirement	171,307.00	171,307.00	23,437.54	92,221.36	79,085.64	53.83 %
001-541100-500230	Group Insurance	367,000.00	367,000.00	22,756.42	204,060.87	162,939.13	55.60 %
001-541100-500315	Professional Services	65,000.00	65,000.00	0.00	363.24	64,636.76	0.56 %
001-541100-500340	Sewer/wastewater	18,000.00	18,000.00	1,294.03	8,845.00	9,155.00	49.14 %
001-541100-500345	Contractual Services	655,281.00	655,281.00	38,939.80	347,043.51	308,237.49	52.96 %
001-541100-500410	Communications	77,000.00	77,000.00	18,717.79	60,618.44	16,381.56	78.73 %
001-541100-500430	Electric Service	62,000.00	62,000.00	4,686.17	31,323.21	30,676.79	50.52 %
001-541100-500431	Water Service	260,000.00	260,000.00	20,148.79	149,347.32	110,652.68	57.44 %
001-541100-500433	Electric Service-streets	72,500.00	72,500.00	5,586.65	39,894.80	32,605.20	55.03 %
001-541100-500445	Equip Rent/lease	40,000.00	40,000.00	16,510.75	21,317.65	18,682.35	53.29 %
001-541100-500460	Equipment Maintenance	55,000.00	55,000.00	5,912.36	36,792.63	18,207.37	66.90 %
001-541100-500461	Vehicle Maintenance	27,500.00	27,500.00	3,767.36	39,239.27	-11,739.27	142.69 %
001-541100-500462	Fuel	45,000.00	45,000.00	4,523.46	16,761.26	28,238.74	37.25 %
001-541100-500463	Service Maintenance Contracts	35,000.00	35,000.00	3,507.83	28,338.14	6,661.86	80.97 %
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	11,703.00	78,297.00	13.00 %
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	7,263.34	43,011.05	86,988.95	33.09 %
001-541100-500525	Uniform Expense	17,500.00	17,500.00	1,398.51	17,707.30	-207.30	101.18 %
001-541100-500529	Street Light Maintenance	65,000.00	65,000.00	3,620.88	42,699.53	22,300.47	65.69 %
001-541100-500530	Street Maint Repair Supply	82,500.00	82,500.00	190.00	17,008.89	65,491.11	20.62 %
001-541100-500531	Grounds Maint/landscaping	55,000.00	55,000.00	381.96	37,934.36	17,065.64	68.97 %
001-541100-500532	Signs	17,000.00	17,000.00	72.00	13,174.09	3,825.91	77.49 %
001-541100-500534	Sidewalk Maint Repair	7,500.00	7,500.00	0.00	2,500.00	5,000.00	33.33 %
001-541100-500535	Flags	3,250.00	3,250.00	0.00	1,899.74	1,350.26	58.45 %
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	0.00	4,169.18	1,330.82	75.80 %
001-541100-500545	Training	8,000.00	8,000.00	795.12	5,374.31	2,625.69	67.18 %
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	14,868.88	82,775.47	67,224.53	55.18 %
001-541100-500624	Capital Outlay-bldg. Improvem	50,000.00	50,000.00	1,850.00	2,940.07	47,059.93	5.88 %
001-541100-500640	Capital Outlay - Equipt & Mach	45,000.00	45,000.00	0.00	4,585.00	40,415.00	10.19 %
001-541100-500644	Capital Outlay-vehicles	53,303.00	53,303.00	3,087.00	8,932.56	44,370.44	16.76 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		4,121,540.00	4,121,540.00	285,605.52	1,873,818.03	2,247,721.97	45.46%
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	117,548.00	117,548.00	17,481.68	73,037.52	44,510.48	62.13 %
001-572000-500463	Service Maintenance Contracts	2,500.00	2,500.00	274.74	823.96	1,676.04	32.96 %
001-572000-500510	Office Supplies	1,500.00	1,500.00	1,608.42	2,055.76	-555.76	137.05 %
Department: 572000 - Recreation Total:		121,548.00	121,548.00	19,364.84	75,917.24	45,630.76	62.46%
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	300,000.00	300,000.00	75,000.00	150,000.00	-150,000.00	50.00 %
001-581100-500910	Transfer To Cip Fund	3,179,080.00	3,179,080.00	793,770.00	1,591,540.00	1,587,540.00	50.06 %
Department: 581100 - Interfund Transfers Surplus (Deficit):		-2,879,080.00	-2,879,080.00	-718,770.00	-1,441,540.00	1,437,540.00	50.07%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-950,261.14	4,675,728.43	4,675,728.43	0.00%

Budget Report

For Fiscal: 2025-2026 Period Ending: 04/30/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
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%
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	1,800,190.00	1,800,190.00	133,558.86	879,709.60	-920,480.40	48.87 %
102-302100-322105	Fire Plan Review Fees	50,000.00	50,000.00	5,073.09	27,593.05	-22,406.95	55.19 %
102-302100-322106	Building Recording Fee	0.00	0.00	0.00	62.25	62.25	0.00 %
	Department: 302100 - Building Permit and Inpection Total:	1,850,190.00	1,850,190.00	138,631.95	907,364.90	-942,825.10	49.04%
Department: 524100 - Building							
102-524100-500120	Regular Salaries	300,433.00	300,433.00	19,094.32	97,340.44	203,092.56	32.40 %
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	1,432.96	7,655.11	16,742.89	31.38 %
102-524100-500220	Retirement	64,579.00	64,579.00	4,437.26	24,753.20	39,825.80	38.33 %
102-524100-500230	Group Insurance	77,000.00	77,000.00	4,120.54	39,649.27	37,350.73	51.49 %
102-524100-500315	Professional Services	175,000.00	175,000.00	0.00	30,438.55	144,561.45	17.39 %
102-524100-500345	Contractual Services	64,158.00	64,158.00	482.00	39,967.21	24,190.79	62.29 %
102-524100-500402	Building Permit Services	900,000.00	900,000.00	0.00	385,718.15	514,281.85	42.86 %
102-524100-500463	Service Maintenance Contracts	3,552.00	3,552.00	406.16	3,932.42	-380.42	110.71 %
102-524100-500525	Uniform Expense	4,060.00	4,060.00	0.00	128.82	3,931.18	3.17 %
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	75,000.00	150,000.00	150,000.00	50.00 %
	Department: 524100 - Building Total:	1,940,940.00	1,940,940.00	104,973.24	779,583.17	1,161,356.83	40.17%
	Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	33,658.71	127,781.73	127,781.73	0.00%
Fund: 103 - Sewer Fund							
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,803,000.00	1,803,000.00	139,446.61	686,524.33	-1,116,475.67	38.08 %
	Department: 304000 - Charges for Services Total:	1,803,000.00	1,803,000.00	139,446.61	686,524.33	-1,116,475.67	38.08%
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	76,408.00	76,408.00	2,681.14	13,325.28	63,082.72	17.44 %
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	205.11	1,019.39	5,284.61	16.17 %
103-535000-500220	Retirement	16,393.00	16,393.00	696.56	4,179.38	12,213.62	25.49 %
103-535000-500230	Group Insurance	28,000.00	28,000.00	415.98	3,144.91	24,855.09	11.23 %
103-535000-500340	Sewer/wastewater	1,200,000.00	1,200,000.00	0.00	498,563.21	701,436.79	41.55 %
103-535000-500345	Contractual Services	55,000.00	55,000.00	1,359.38	7,232.08	47,767.92	13.15 %
103-535000-500430	Electric Service	33,000.00	33,000.00	1,504.92	12,070.37	20,929.63	36.58 %
103-535000-500431	Water Service	800.00	800.00	82.78	361.23	438.77	45.15 %
103-535000-500459	Sewer Line Maintenance	200,000.00	200,000.00	983.39	20,759.39	179,240.61	10.38 %
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	6,496.00	6,496.00	93,504.00	6.50 %
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	219.42	219.42	1,530.58	12.54 %
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	14,644.68	567,370.66	1,235,629.34	31.47%
	Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	124,801.93	119,153.67	119,153.67	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%

Budget Report

For Fiscal: 2025-2026 Period Ending: 04/30/2026

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 301050 - Fire Assessment						
115-301050-311200 Property Tax-fire Assessment	2,324,410.00	2,324,410.00	122,679.71	2,260,230.06	-64,179.94	97.24 %
Department: 301050 - Fire Assessment Total:	2,324,410.00	2,324,410.00	122,679.71	2,260,230.06	-64,179.94	97.24%
Department: 304000 - Charges for Services						
115-304000-342210 Fire Inspection Fees	73,590.00	73,590.00	742.96	64,849.43	-8,740.57	88.12 %
Department: 304000 - Charges for Services Total:	73,590.00	73,590.00	742.96	64,849.43	-8,740.57	88.12%
Department: 306000 - Miscellaneous Revenues						
115-306000-369100 Miscellaneous Revenues	0.00	0.00	0.00	59,393.20	59,393.20	0.00 %
Department: 306000 - Miscellaneous Revenues Total:	0.00	0.00	0.00	59,393.20	59,393.20	0.00%
Department: 522000 - Fire Department						
115-522000-500315 Professional Services	234,000.00	234,000.00	0.00	49,165.55	184,834.45	21.01 %
115-522000-500345 Contractual Services	2,160,000.00	2,160,000.00	253,947.06	1,316,545.79	843,454.21	60.95 %
115-522000-500520 Bldg. Maintenance	4,000.00	4,000.00	338.22	338.22	3,661.78	8.46 %
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	254,285.28	1,366,049.56	1,181,950.44	53.61%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-130,862.61	1,018,423.13	1,018,423.13	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	5,588.25	34,967.46	56,022.54	38.43 %
300-519000-500210 Employer Fica Taxes	6,961.00	6,961.00	427.50	2,675.00	4,286.00	38.43 %
300-519000-500220 Retirement	27,339.00	27,339.00	1,469.41	9,807.23	17,531.77	35.87 %
300-519000-500230 Group Insurance	21,252.00	21,252.00	832.48	6,600.71	14,651.29	31.06 %
Department: 519000 - General Total:	146,542.00	146,542.00	8,317.64	54,050.40	92,491.60	36.88%
Department: 545170 - El Prado Park						
300-545170-500630 Cap Outlay Imp Other Than Bldg	1,300,000.00	1,300,000.00	3,890.25	29,196.51	1,270,803.49	2.25 %
Department: 545170 - El Prado Park Total:	1,300,000.00	1,300,000.00	3,890.25	29,196.51	1,270,803.49	2.25%
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	0.00	53,610.87	-3,610.87	107.22 %
300-572102-500630 Cap Outlay Imp Other Than Bldg	700,871.00	700,871.00	19,007.50	19,007.50	681,863.50	2.71 %
Department: 572102 - Beach Portal Total:	750,871.00	750,871.00	19,007.50	72,618.37	678,252.63	9.67%
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	82,679.09	103,734.44	11,265.56	90.20 %
Department: 576136 - Street Proj.Bougain.Poinciana Total:	115,000.00	115,000.00	82,679.09	103,734.44	11,265.56	90.20%

Budget Report

For Fiscal: 2025-2026 Period Ending: 04/30/2026

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 576138 - Roadway Paving & Refurbishment						
300-576138-500630 Cap Outlay Imp Other Than Bldg	400,000.00	400,000.00	0.00	28,292.00	371,708.00	7.07 %
Department: 576138 - Roadway Paving & Refurbishment Total:	400,000.00	400,000.00	0.00	28,292.00	371,708.00	7.07%
Department: 576305 - Resilient Florida Program -Project						
300-576305-500630 Cap Outlay Imp other than bldg	0.00	0.00	10,227.75	10,227.75	-10,227.75	0.00 %
Department: 576305 - Resilient Florida Program -Project Total:	0.00	0.00	10,227.75	10,227.75	-10,227.75	0.00%
Department: 581100 - Interfund Transfers						
300-581100-381105 Transfer From General Fund	3,179,080.00	3,179,080.00	793,770.00	1,591,540.00	-1,587,540.00	50.06 %
Department: 581100 - Interfund Transfers Total:	3,179,080.00	3,179,080.00	793,770.00	1,591,540.00	-1,587,540.00	50.06%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	669,647.77	1,175,753.87	1,175,753.87	0.00%
Fund: 310 - Parking Fund						
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	50,000.00	50,000.00	4,045.00	4,045.00	-45,955.00	8.09 %
Department: 302000 - Licenses & Permits Total:	50,000.00	50,000.00	4,045.00	4,045.00	-45,955.00	8.09%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	160,000.00	160,000.00	7,514.39	90,466.38	-69,533.62	56.54 %
310-304000-344520 Parking Agreements	94,024.00	94,024.00	0.00	94,024.00	0.00	100.00 %
310-304000-344551 South Ocean	250,000.00	250,000.00	26,828.14	159,666.92	-90,333.08	63.87 %
310-304000-344552 Ocean Front Meters	450,000.00	450,000.00	48,914.39	299,245.86	-150,754.14	66.50 %
310-304000-344553 Commerical Blvd. Meters	100,000.00	100,000.00	13,073.02	94,093.35	-5,906.65	94.09 %
310-304000-344554 Parking Meters - Beach	200,000.00	200,000.00	21,370.64	120,614.23	-79,385.77	60.31 %
310-304000-344555 Palm Portal- Fdg	130,000.00	130,000.00	13,395.82	71,825.94	-58,174.06	55.25 %
310-304000-344556 El Prado Parking Lot	654,000.00	654,000.00	59,662.11	330,147.23	-323,852.77	50.48 %
310-304000-344558 Town Hall Parking Lot	30,000.00	30,000.00	4,534.07	17,384.27	-12,615.73	57.95 %
310-304000-344559 El Mar Parking Lot	295,500.00	295,500.00	27,571.13	169,475.83	-126,024.17	57.35 %
310-304000-344560 A1A Parking Lot	700,000.00	700,000.00	65,377.59	377,060.40	-322,939.60	53.87 %
310-304000-344563 Bougainvilla/ Poinciana	210,000.00	210,000.00	32,670.13	190,762.03	-19,237.97	90.84 %
Department: 304000 - Charges for Services Total:	3,273,524.00	3,273,524.00	320,911.43	2,014,766.44	-1,258,757.56	61.55%
Department: 305000 - Fines & Forfeitures						
310-305000-354100 Parking Fines	140,000.00	140,000.00	26,729.94	181,410.28	41,410.28	129.58 %
Department: 305000 - Fines & Forfeitures Total:	140,000.00	140,000.00	26,729.94	181,410.28	41,410.28	129.58%
Department: 306000 - Miscellaneous Revenues						
310-306000-361100 Interest Earnings	0.00	0.00	4,791.46	23,700.52	23,700.52	0.00 %
310-306000-362001 Bougainvilla Rent	150,000.00	150,000.00	12,904.77	90,474.13	-59,525.87	60.32 %
Department: 306000 - Miscellaneous Revenues Total:	150,000.00	150,000.00	17,696.23	114,174.65	-35,825.35	76.12%
Department: 545000 - Parking Operations						
310-545000-500120 Regular Salaries	286,028.00	286,028.00	10,939.80	76,255.57	209,772.43	26.66 %
310-545000-500140 Overtime Salaries	5,000.00	5,000.00	10.96	1,960.56	3,039.44	39.21 %
310-545000-500210 Employer Fica Taxes	22,264.00	22,264.00	1,021.36	4,556.82	17,707.18	20.47 %
310-545000-500220 Retirement	56,485.00	56,485.00	3,126.12	17,739.17	38,745.83	31.41 %
310-545000-500230 Group Insurance	85,000.00	85,000.00	2,577.26	25,920.95	59,079.05	30.50 %
310-545000-500345 Contractual Services	542,500.00	542,500.00	40,576.36	342,616.91	199,883.09	63.16 %
310-545000-500353 Parking Alternatives	85,000.00	85,000.00	6,139.44	22,231.72	62,768.28	26.15 %
310-545000-500410 Communications	3,000.00	3,000.00	216.45	1,105.57	1,894.43	36.85 %
310-545000-500430 Electric Service	10,750.00	10,750.00	908.94	5,745.65	5,004.35	53.45 %
310-545000-500431 Water Service	28,000.00	28,000.00	1,795.28	11,345.77	16,654.23	40.52 %
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	6,907.20	7,092.80	49.34 %
310-545000-500462 Fuel	15,000.00	15,000.00	937.72	2,698.97	12,301.03	17.99 %
310-545000-500463 Service Maintenance Contracts	64,000.00	64,000.00	0.00	34,046.76	29,953.24	53.20 %
310-545000-500497 Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506 Printing & Binding	7,500.00	7,500.00	0.00	243.00	7,257.00	3.24 %
310-545000-500508 Postage	1,000.00	1,000.00	40.19	123.75	876.25	12.38 %
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	582.19	914.99	3,835.01	19.26 %
310-545000-500532 Signs	13,000.00	13,000.00	120.00	1,064.62	11,935.38	8.19 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 04/30/2026

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable	Used
						(Unfavorable)	
310-545000-500533	Parking Meter Parts-supplies	22,000.00	22,000.00	0.00	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	422.83	18,686.09	20,313.91	47.91 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	33,000.00	33,000.00	15,407.20	15,407.20	17,592.80	46.69 %
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	1,879.53	3,614.63	23,031.37	13.57 %
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	86,701.63	593,457.70	3,020,066.30	16.42%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	282,680.97	1,720,938.67	1,720,938.67	0.00%
Report Surplus (Deficit):		0.00	0.00	29,665.63	8,837,779.50	8,837,779.50	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	777,691.96	13,707,775.47	-498,180.53	96.49%
301100 - Utility Taxes	1,221,868.00	1,221,868.00	115,202.38	600,397.56	-621,470.44	49.14%
301600 - Franchise Taxes	943,000.00	943,000.00	61,228.77	471,325.09	-471,674.91	49.98%
302000 - Licenses & Permits	203,400.00	203,400.00	1,380.01	175,768.30	-27,631.70	86.42%
303000 - Intergovernmental Revenues	1,383,384.00	1,383,384.00	84,228.61	529,636.40	-853,747.60	38.29%
304000 - Charges for Services	11,000.00	11,000.00	1,250.00	11,117.50	117.50	101.07%
305000 - Fines & Forfeitures	81,000.00	81,000.00	2,156.60	28,428.66	-52,571.34	35.10%
306000 - Miscellaneous Revenues	698,657.00	698,657.00	127,143.94	597,719.96	-100,937.04	85.55%
511000 - Commission	353,940.00	353,940.00	22,836.55	125,071.11	228,868.89	35.34%
511100 - Donation-Non Profits	27,269.00	27,269.00	2,220.00	25,479.40	1,789.60	93.44%
511200 - Visitor Center	125,260.00	125,260.00	6,002.66	39,976.40	85,283.60	31.91%
513000 - Administration	1,525,958.00	1,525,958.00	132,285.98	711,710.89	814,247.11	46.64%
514000 - Town Attorney	400,000.00	400,000.00	31,351.46	156,548.47	243,451.53	39.14%
519000 - General	1,277,774.00	1,277,774.00	18,411.36	634,943.26	642,830.74	49.69%
519100 - Tourism and Community Outreach	642,387.00	642,387.00	26,663.71	248,748.66	393,638.34	38.72%
521000 - Police Department	7,278,274.00	7,278,274.00	608,271.79	4,810,893.43	2,467,380.57	66.10%
523000 - Emergency Medical Services	1,440,000.00	1,440,000.00	169,298.04	877,696.99	562,303.01	60.95%
524000 - Development Services	1,163,178.00	1,163,178.00	79,461.50	424,096.63	739,081.37	36.46%
541100 - Mun Srvsc - Public Works Div	4,121,540.00	4,121,540.00	285,605.52	1,873,818.03	2,247,721.97	45.46%
572000 - Recreation	121,548.00	121,548.00	19,364.84	75,917.24	45,630.76	62.46%
581100 - Interfund Transfers	-2,879,080.00	-2,879,080.00	-718,770.00	-1,441,540.00	1,437,540.00	50.07%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-950,261.14	4,675,728.43	4,675,728.43	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	138,631.95	907,364.90	-942,825.10	49.04%
524100 - Building	1,940,940.00	1,940,940.00	104,973.24	779,583.17	1,161,356.83	40.17%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	33,658.71	127,781.73	127,781.73	0.00%
Fund: 103 - Sewer Fund						
304000 - Charges for Services	1,803,000.00	1,803,000.00	139,446.61	686,524.33	-1,116,475.67	38.08%
535000 - Sanitary Sewers	1,803,000.00	1,803,000.00	14,644.68	567,370.66	1,235,629.34	31.47%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	124,801.93	119,153.67	119,153.67	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	122,679.71	2,260,230.06	-64,179.94	97.24%
304000 - Charges for Services	73,590.00	73,590.00	742.96	64,849.43	-8,740.57	88.12%
306000 - Miscellaneous Revenues	0.00	0.00	0.00	59,393.20	59,393.20	0.00%
522000 - Fire Department	2,548,000.00	2,548,000.00	254,285.28	1,366,049.56	1,181,950.44	53.61%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-130,862.61	1,018,423.13	1,018,423.13	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	8,317.64	54,050.40	92,491.60	36.88%
545170 - El Prado Park	1,300,000.00	1,300,000.00	3,890.25	29,196.51	1,270,803.49	2.25%
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	19,007.50	72,618.37	678,252.63	9.67%
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	82,679.09	103,734.44	11,265.56	90.20%
576138 - Roadway Paving & Refurbishment	400,000.00	400,000.00	0.00	28,292.00	371,708.00	7.07%
576305 - Resilient Florida Program -Project	0.00	0.00	10,227.75	10,227.75	-10,227.75	0.00%
581100 - Interfund Transfers	3,179,080.00	3,179,080.00	793,770.00	1,591,540.00	-1,587,540.00	50.06%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	669,647.77	1,175,753.87	1,175,753.87	0.00%

Budget Report

For Fiscal: 2025-2026 Period Ending: 04/30/2026

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	4,045.00	4,045.00	-45,955.00	8.09%
304000 - Charges for Services	3,273,524.00	3,273,524.00	320,911.43	2,014,766.44	-1,258,757.56	61.55%
305000 - Fines & Forfeitures	140,000.00	140,000.00	26,729.94	181,410.28	41,410.28	129.58%
306000 - Miscellaneous Revenues	150,000.00	150,000.00	17,696.23	114,174.65	-35,825.35	76.12%
545000 - Parking Operations	3,613,524.00	3,613,524.00	86,701.63	593,457.70	3,020,066.30	16.42%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	282,680.97	1,720,938.67	1,720,938.67	0.00%
Report Surplus (Deficit):	0.00	0.00	29,665.63	8,837,779.50	8,837,779.50	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	-950,261.14	4,675,728.43	4,675,728.43
102 - Building Fund	0.00	0.00	33,658.71	127,781.73	127,781.73
103 - Sewer Fund	0.00	0.00	124,801.93	119,153.67	119,153.67
115 - Fire Fund	0.00	0.00	-130,862.61	1,018,423.13	1,018,423.13
300 - Capital Project Fund	0.00	0.00	669,647.77	1,175,753.87	1,175,753.87
310 - Parking Fund	0.00	0.00	282,680.97	1,720,938.67	1,720,938.67
Report Surplus (Deficit):	0.00	0.00	29,665.63	8,837,779.50	8,837,779.50

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of April 30,2026

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 4/30/2026	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
Truist	101.000	8015	Master Account	Analyzed Interest Checking	Truist	9,103,106.38	2.75%	23,049.20	143,489.25
Truist	101.009	6876	Emergency Reserve	Public Special Money Rate Checking	Truist	2,671,571.78	2.75%	6,031.53	36,768.22
GENERAL FUND						11,774,678.16		29,080.73	180,257.47
SBA	101.300	1471-A	General Fund Invest Acct A 471	SBA Invest Pool	SBA	208,432.53	3.84%	655.44	4,747.57
SBA	101.400	1472-A	Emergency Reserves Acct A 472	SBA Invest Pool	SBA	101,123.75	3.84%	317.99	2,321.66
SBA	101.301	1473-A	Florida Prime Investment	SBA Investment	SBA	3,129,919.57	3.84%	9,842.43	71,291.38
SouthState Inv.	101.110	9371	Investment	Investment	SSTI	2,539,551.85			
GENERAL FUND						5,979,027.70		0.00	78,360.61
GENERAL FUND						17,753,705.86		29,080.73	258,618.08
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						589.59		0.00	0.00
103 Sewer Enterprise Fund									
Truist	101.105	9999	Sewer Enterprise Fund	Analyzed Interest Checking	Truist	1,306,596.90	2.75%	2,222.92	15,570.21
SEWER FUND						1,306,596.90		2,222.92	15,570.21
115 Fire Fund:									
Truist	101.109	5379	Fire Fund Account	Analyzed Interest Checking	Truist	1,717,460.39	2.75%	4,012.05	27,434.87
Truist	101.110	6701	Public Safety Facility Account	Analyzed Interest Checking	Truist	1,302,303.38	2.75%	2,786.81	14,342.37
FIRE FUND						3,019,763.77		6,798.86	27,434.87
300 Capital Improvement Fund:									
Truist	101.115	0010	Capital Improvement Fund	Analyzed Interest Checking	Truist	4,169,474.79	2.75%	8,095.09	49,387.05
CAPITAL IMPROVEMENT FUND						4,169,474.79		8,095.09	49,387.05
310 Parking Improvement Fund									
Truist	101.125	0120	Parking Improvement Account	Analyzed Interest Checking	Truist	5,333,579.80	2.75%	11,318.77	81,010.45
SBA	101.301	1474	Florida Prime Investment	SBA Investment	SBA	1,523,700.00	3.84%	4,791.46	23,700.52
SouthState Inv.		7207	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						8,357,479.80		16,110.23	104,710.97
102 Building Fund									
Truist	101.104	8686	Building Account	Analyzed Interest Checking	Truist	1,188,321.97	2.75%	2,372.59	17,561.22
BUILDING FUND						1,188,321.97		2,372.59	17,561.22
ALL FUNDS						35,795,932.68		64,680.42	473,282.40

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of April 30,2026

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		26,793,204.98	75%
Non-interest Bearing Checking			0%
SBA Trust Fund/ Pools		309,556.28	1%
SBA Florida Prime Investment		4,653,619.57	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		35,795,932.68	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	17,753,705.86	50%
	Police Fund	589.59	0%
	Sewer Fund	1,306,596.90	4%
	Fire Fund	3,019,763.77	8%
	Building Fund	1,188,321.97	3%
	Capital Improvement Fund	4,169,474.79	12%
	Parking Fund	8,357,479.80	23%
	GRAND TOTAL	35,795,932.68	100%

Summary by Bank/Pool/Inv		Amount	Percent
	Truist	26,793,204.98	75%
	Investment	4,039,551.85	11%
	Florida Prime/Investment	4,653,619.57	13%
	Florida Prime/State Board of Admin.	309,556.28	1%
GRAND TOTAL		35,795,932.68	100%



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: July 14, 2026

Submitted By: Melissa Vasami, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes of the June 3, 2026, Town Commission Code Enforcement Workshop, the June 9, 2026, Town Commission CIP Budget Workshop, and the June 9, 2026, Regular Town Commission Meeting.

Explanation:

Recommendation: Accept/Approve

Exhibits:

1. Draft Minutes of the Town Commission Code Enforcement Workshop – June 3, 2026
2. Draft Minutes of the Town Commission CIP Budget Workshop – June 9, 2026
3. Draft Minutes of the Town Commission Meeting – June 9, 2026



DRAFT

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION WORKSHOP**

Jarvis Hall

4505 N. Ocean Drive

Wednesday, June 3, 2026

5:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 5:53 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli (by phone until 6:20 p.m.), Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Ken Rubach, Town Attorney Susan L. Trevarthen, Attorney Alan Gabriel, Public Works Director Chris Lips, Development Services Director Jhanelle Campbell, Assistant Director of Code Compliance Terry-Ann Boyd, Assistant Development Services Director David Lee, Code Officer Donovan Williams, Assistant to the Town Manager Courtney Easley, and Town Clerk Melissa Vasami.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. PUBLIC COMMENTS

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

4. DISCUSSION ITEM

a. Code Workshop Presentation

Development Services Director Jhanelle Campbell explained that tonight's workshop will discuss the roles and responsibilities of Code Compliance. This will include establishing Town Commission priorities and reviewing existing documents and policies.

The intent of Code Compliance is to reach voluntary compliance, which is achieved through patrolling of the Town, beach, and parks several times daily, with some coverage on Saturdays, alternating weekends, and nights as needed. Changes are made during sea turtle nesting season to ensure compliance with lighting Ordinances.

Code Compliance also coordinates with other entities, including the Broward Sheriff's Office (BSO), which helps address after-hours issues in particular. The Code Compliance Department includes a Director, Assistant Director, and two Code Compliance Officers.

Assistant Director of Code Compliance Terry-Ann Boyd reviewed the Code Compliance Department's workflow and enforcement processes. Code Compliance typically mobilizes either reactively when a complaint is received or proactively during patrols of the Town. When a complaint is received, the Department seeks to make contact with the responsible individual, visiting the subject property and performing an inspection to verify the complaint. It is the Department's goal to establish relationships with Town residents and businesses.

If compliance is not achieved based on the initial interaction, Code Compliance submits a courtesy notice to the property owner. This document serves as outreach to the individual responsible to establish communication and bring items to their attention. Should the courtesy notice fail to result in a change, the next step is to submit a notice of violation to the individual, indicating that a Special Magistrate hearing has been scheduled and fines may be incurred if the violation is not corrected.

From the initial complaint through the notice of violation, the property owner has the opportunity to respond and achieve compliance. The notice of violation typically allows 30 days in which the owner may correct the violation. If this is not done, the violation goes before the Special Magistrate. If the Special Magistrate determines that the violation occurred, the next step will be a final order, which indicates that the owner has 30 days to bring the violation into compliance.

If compliance is not achieved, fines will be assessed. Fines begin at \$50/day for some violations; for others, fines may be assessed incrementally, with one amount for a first violation and a higher amount if the same violation is observed a second time or more. For repeat violations, fees may be as high as \$500/day per violation. The Town may also levy a stricter one-time fine if the violation is deemed irreparable or irreversible.

Code Compliance Officers may be called out to perform re-inspections if the property owner has already taken the required action. This would ensure the violation has been cured and the case can be closed.

Citations are another aspect of addressing violations. This is typically done in the case of transient violations or issues on which immediate action is required. Citations may also go before the Special Magistrate if they are not paid; once the item has been heard by the Special Magistrate, the Town may place a lien on the subject property as a final step. Assistant Director of Code Compliance Boyd asserted that Staff hopes to avoid this action whenever possible.

Inter-Departmental coordination is a key part of the Code Compliance process. Code Compliance may work with the Building Department to address violations such as expired permits and unlicensed work. They also work with the Planning and Zoning Department on violations related to landscaping, tree removal, and similar activities. Code Compliance works with the Public Works Department to address right-of-way and soil issues and provides support to law enforcement both during and after Code Compliance business hours. The Town Attorney's Office provides responses to legal questions.

Assistant Director of Code Compliance Boyd strongly emphasized that Code Compliance's first priority is to gain voluntary compliance. Their focus is on consistency and fairness. Health and safety concerns, as well as quality-of-life impacts, are prioritized.

Enforcement tools include site visits and inspections, which may include door hangers and courtesy notices, as well as notices of violation, citations, final orders, Special Magistrate hearings, administrative fines, abatement actions, and irreparable harm fines when appropriate.

The Town uses a civil citation process to supplement the existing Special Magistrate and enforcement processes. A uniform Broward County citation form which follows Florida Statutes, is used for this purpose. This provides Code Compliance Officers with an additional enforcement tool for transient or recurring violations, such as bulk trash violations, commercial/recreational vehicle storage violations, and certain animal-related violations. Most citations are issued based on personal investigation and must include violation details, applicable Code Sections, penalties and fines, hearing rights, and payment instructions.

Each day in which a violation continues constitutes a separate civil infraction. Civil penalties may include fines of up to \$250/day for first violations, up to \$500/day for repeat violations, and up to \$5,000/day for irreparable or irreversible violations.

Respondents must either pay these citations or request a hearing before the Special Magistrate within 10 calendar days. Failure to respond or appeal constitutes an admission of the violation and waiver of hearing rights, which means civil penalties are due immediately and payable within 20 days unless appealed. If the citation is upheld, respondents may also be responsible for hearing costs.

Code Compliance undertakes proactive enforcement initiatives through neighborhood sweeps. Officers patrol for general review of neighborhoods and commercial areas of the beach. Dedicated sweeps are also carried out for specific purposes, such as sign pollution. Code Compliance patrols the commercial corridor, conducts inspections, and provides weekend and after-hours enforcement as needed.

Code Compliance is charged with protecting the community's character, safety, resilience, and property values. Proactive enforcement is balanced with customer service, economic vitality, neighborhood preservation, public safety initiatives, and relationships between Code Compliance and other Town Departments, such as Building, Planning and Zoning, and Public Works. Guiding principles include voluntary compliance and education, particularly during sea turtle nesting season, and are carried out with transparency, accountability, and due process.

The legal framework and authority for Code Compliance lies within Chapter 6.5 of the Town Code as well as Florida Statutes Chapter 162, Resolution 2014-22, and legislative updates. Assistant Director of Code Compliance Boyd noted Senate Bill (SB) 60, which clarifies that individuals registering complaints with Code Compliance may not remain anonymous. This legislation took effect in June 2021 and has affected the level of complaints received by Code Compliance. There are exceptions in which complainants may remain anonymous in cases related to health and safety.

Development Services Director Campbell addressed Resolution 2014-22, which establishes the Code relief policy associated with mitigation of liens. It provides for limited settlement authority to be delegated to the Town Manager, establishes formal application procedures for lien and fine relief, and requires documentation as well as a non-refundable application fee of \$750. Administrative costs may not be mitigated.

The Code relief policy generally requires a property to be in compliance before relief is granted and provides for consideration of limited relief for properties that are for sale. Resolution 2014-22 addresses the responsible party for relief approval. Once recorded, liens are required to go before the Town Commission; however, other municipalities

allow lesser liens to be mitigated through Staff, and it is possible to increase the Town Manager's authority over liens. At present, the Town Manager may only address requests in which the relief amount is less than 50% of the total lien. The Commission may consider tying this authority to a dollar amount rather than a percentage.

Additional considerations regarding Resolution 2014-22 include the possible implementation of a cap on the number of extensions of relief requests for properties. At present, as long as a lien is not recorded, an applicant may ask the Special Magistrate to reduce the fine amount. There is no application or fee associated with this process. The Commission may also establish this type of fee.

Development Services Director Campbell first addressed extensions, requesting Commission input on how these would be allowed and under what circumstances. She explained that when a mitigation order is issued with a 30- or 60-day deadline, an individual may need more time to pay, or there may be other conditions of mitigation that need more time to be met.

Mayor Malkoon commented that he would be willing to accept Staff's recommendations on best practices for mitigation timelines. Development Services Director Campbell explained that other municipalities allow extensions, noting that there are often more layers to the mitigation process in larger cities. There is room to expand the Town's leniency with regard to extensions if that is amenable to the Commission.

Assistant Director of Code Compliance Boyd further clarified that once a decision has been made regarding lien reduction, the respondent is given 30, 60, or 90 days to make payment. Should complications arise, the respondent may reach out to Code Compliance to request more time. This may be addressed by the Development Services Director or may be discussed with other authorities, such as the Town Manager, to determine whether or not an extension would be appropriate.

Mayor Malkoon asked if extensions currently pose a problem. Development Services Director Campbell explained that while there is no serious issue, the policy has not been reviewed since 2014, and she wished to ensure that it aligns with the Commission's wishes.

Vice Mayor Strauss advised that he was not in favor of placing a cap on extensions as long as a case maintains forward progress. He recommended that public safety issues

be given higher priority when extensions are considered, citing the example of sight line or sight triangle issues, which may be costly and time-consuming to address.

Vice Mayor Strauss continued that the Town Manager and his Staff should be able to address extensions, with more complicated issues to be brought before the Commission. Town Manager Rubach emphasized that while he would not arbitrarily approve an extension, he was comfortable having the flexibility of approval.

Vice Mayor Strauss noted that an individual may face difficulty paying costs if they are extravagant or if the individual lives on a fixed income. He reiterated that the Town Manager should have flexibility in these circumstances and the Commission should not seek to micromanage the issue. He also noted that some cases are more egregious and may be given higher priority by Staff.

Development Services Director Campbell continued that the current policy states the Town Manager cannot address requests in which an applicant asks for more than a 50% reduction. She requested Commission clarification on this issue, proposing that a threshold be established: for example, if a lien is more than \$25,000, the request would need to come to the Commission. This would be consistent with the limit of the Town Manager's purchasing authority. Vice Mayor Strauss recommended that this level be raised to \$100,000 or over, pointing out that even a larger lien could be reduced to an amount that is consistent with the Town Manager's approved purchasing authority.

Mayor Malkoon requested Staff's recommendation on this issue. Development Services Director Campbell advised that this would depend upon the violation, but suggested that liens of less than \$100,000 could be addressed by the Town Manager. Assistant Director of Code Compliance Boyd agreed with this threshold.

Commissioner Pouloupoulos agreed with the \$100,000 threshold as well and suggested that the Commission may wish to consider scheduling a quarterly meeting in which mitigation requests are heard. Development Services Director Campbell noted that she provides a quarterly report to the Commission, and could include information on liens of less than \$100,000 in that report.

Vice Mayor Strauss added that if the Commissioners are concerned with any specific items in that report, they could request those items be placed on the Commission Agenda. He cautioned that when mitigation requests are heard during regular Commission meetings, they may lengthen those meetings considerably.

Development Services Director Campbell confirmed the following Commission direction:

- Allow for extensions to be granted by the Town Manager, with information on extensions to be included in the Town Manager Report or another Agenda Item if Commission input is necessary

Commissioner DeNapoli noted that current policy allows mitigation at the Town Manager's discretion as long as lien reduction does not exceed 50% of the total lien. Town Manager Rubach further clarified that most applicants request 90% to 100% mitigation, which would bring those requests before the Commission. He suggested that the Commission discuss and determine a specific dollar amount further when a Resolution to revise the policy is brought before them for approval.

Commissioner DeNapoli requested additional information on mitigation by the Special Magistrate. Development Services Director Campbell explained that these mitigations occur when an individual has accrued fines on a property that has since been brought into compliance, but the fines have not been recorded as a lien. The individual establishes their case before the Special Magistrate and requests a reduction. Staff reviews these files to determine the Staff costs required to bring the case into compliance, such as the number of meetings and/or inspections, abatement on the property, and level of involvement by Staff and the Special Magistrate. The Special Magistrate typically asks if Staff agrees with the respondent's request. There are no limits on this policy until the lien has been recorded, which means the issue is entirely at the Special Magistrate's discretion.

Commissioner DeNapoli also asked why a lien might not have been recorded. Development Services Director Campbell explained that this depends upon when the property came into compliance. Cases that are closed no longer accrue daily fines; if a case is open, fines continue to accrue.

Commissioner Graziano stated that he was in favor of establishing a higher threshold than \$100,000 and was not opposed to allowing extensions. He suggested that any threshold be accompanied by a time frame as well and that the Commission should be made aware if a case has continued for more than a certain length of time. He pointed out that there are some cases dating back to the 2010s.

Development Services Director Campbell clarified that if the Town Manager's authority is set at \$100,000, he would have the ability to bring specific cases within that threshold

before the Commission. Town Manager Rubach advised that the proposed Resolution could also include a specific time frame.

Development Services Director Campbell next asked if Staff, specifically the Development Services Director and/or Assistant Director of Code Compliance, should have authority to administratively approve smaller reductions. She suggested that this limit could be \$25,000 or less. This proposed authority would not have to include input from the Town Manager.

Mayor Malkoon indicated that he would not be supportive of this authority at the proposed threshold. Town Manager Rubach suggested that Staff be given mitigation authority for cases with recorded liens of \$1,000 or less. Vice Mayor Strauss was also in favor of Town Manager review of cases over \$1,000.

Commissioner DeNapoli requested additional clarification of the timeline associated with the recording of liens. Assistant Director of Code Compliance Boyd explained that liens may be recorded as soon as they are imposed by the Special Magistrate; however, Staff typically does not record liens before 30 days, as the applicant may be in the process of achieving compliance. There are also instances in which properties may change hands, and Staff waits to determine the outcome of this change. She noted that once a lien has been in effect for 90 days or more, the Town has the ability to foreclose upon the property.

Development Services Director Campbell asked if there should be a cap on the number of extensions granted. She added that requests for extensions are not guaranteed; Staff can also establish criteria for extensions. She offered the example of a mitigation order that requests payment as well as a building permit, which may require an extension until both conditions are met. The permit could be going through the review process, or a storm may delay supplies or create other issues.

Mayor Malkoon suggested that extensions could be granted in the case of circumstances outside the applicant's control. Development Services Director Campbell added that there could also be monetary considerations if large amounts are involved. Current policy states that if the payment time frame is exceeded, the lien reverts to the original amount.

Assistant Director of Code Compliance Boyd added that there may also be instances in which a respondent is awaiting completion of another transaction before making the

payment. Mayor Malkoon stated that extensions should be left to the discretion of Staff on a case-by-case basis.

Development Services Director Campbell asked if Resolution 2014-22 should be amended to include an application and fee for Special Magistrate mitigation requests. At present, there is a recorded application fee of \$750, as well as the caveat that administrative costs may not be mitigated. While there is no fee associated with the Special Magistrate process, a great deal of Staff time goes into preparing and reviewing those cases. This proposal would apply only to fines that have not been recorded and cases in which the applicant requests a reduction from the Special Magistrate.

Mayor Malkoon requested information on other municipalities' policies of this nature. Assistant Director of Code Compliance Boyd replied that the average cost of Special Magistrate reductions in other cities ranges from \$150 to \$350.

Vice Mayor Strauss observed that there may be cases with a very low pending lien to which an additional \$750 could seem excessive. It was clarified that the proposed fine would only apply if the lien is recorded. Vice Mayor Strauss recommended that any fees not exceed the fees charged by other municipalities and suggested that a sliding scale could be applied depending upon the amount of the lien or the severity of the violation.

Attorney Alan Gabriel, associate of Town Attorney Susan Trevarthen, advised that sliding scales are not permitted, as they could be perceived as lacking a basis in actual costs. He added that if an individual is working to bring a property into compliance, the lien remains recorded on the property until full payment has been made.

Vice Mayor Strauss noted that the Town is not always in the right for all Code cases and asked if an applicant would be able to recover their application cost if this occurs. Development Services Director Campbell confirmed that this has been done in the past.

It was noted that the proposed \$250 application fee for violations against which liens have not yet been recorded would remain as a placeholder for purposes of further discussion throughout tonight's workshop.

Commissioner Graziano asked why some of the cases involving very costly liens have not been brought before the Commission. Development Services Director Campbell replied that this may be because the case remains open and is still accruing fines, or

the party responsible has brought the property into compliance but has not yet submitted a mitigation application.

Assistant Director of Code Compliance Boyd addressed Town data and trends, stating that the Town often sees repeat violations for work without permits, vacation rentals not adhering to the required seven-day rental period, and rollout of bulk waste or trash carts before the specified time period.

Mayor Malkoon requested additional information on recent state legislation related to permitting. Town Attorney Susan Trevarthen advised that a new bill is scheduled to take effect in July 2026, which will exempt work on single-family residential duplexes valued at less than \$7,500 from the permitting process. This legislation also prohibits the artificial division of a job into different jobs of \$7,500 or less.

Assistant Director of Code Compliance Boyd referred the Commissioners to a document listing properties in the Town with liens totaling more than \$100,000. Development Services Director Campbell noted that another handout shows top violation categories for illustrative purposes. She added that Staff uses software to actively search websites in order to identify violations associated with vacation rental properties. While the software identifies violations such as duration of rentals, it has not identified a large number of new unlicensed vacation rentals.

Attorney Gabriel addressed foreclosures, as well as what can be done if a property fails to come into compliance and violations continue, or if a property comes into compliance but no payment is made. He advised that this information is based on Florida Statutes Chapter 162. The process begins with the finding of a violation and an order issued by the Special Magistrate; once this has happened, if the violation continues, the Town will bring it back before the Special Magistrate for certification of lien order. This certification is documented in public records.

Once a lien is recorded, the Town may take any action it deems appropriate in terms of enforcement, although some protections apply if the subject property is homesteaded. The process for foreclosure or civil judgment may begin three months after a lien has been recorded. The Town would first take the case before the Special Magistrate so that the individual can determine that the Town has acted properly according to the Town Code and Florida Statutes. The Town would then file whatever action is necessary to seek foreclosure on a non-homesteaded real property.

If the property is homesteaded, the Town may not proceed with foreclosure; however, it may seek a civil judgment against the property owner. The recorded lien remains valid by Statute for 20 years, which means action does not have to be taken immediately. Attorney Gabriel pointed out that many mitigation requests from property owners are driven by the fact that the owner is attempting to refinance or sell the property.

While the Commission may decide against filing a suit in the case of a relatively small lien, they are entitled to recoup any expenses associated with that lien if the Town is successful in acquiring a foreclosure judgment. Additional considerations include the fact that the Town may end up owning the property.

Town Attorney Trevarthen emphasized that there are several variables to these processes, including whether or not the Town has priority in foreclosure, as well as other complicating factors. While some monies may not be collected, she noted that the goal is to achieve compliance.

Development Services Director Campbell requested clarification of whether the Commission wished to explore a temporary lien amnesty program, which would establish appropriate eligibility standards, inclusions, and public outreach during a set time period in coordination with the Special Magistrate. If the Commission is supportive of the concept, Staff could bring back a proposed program. Applicants' properties must be in compliance, and a standard reduction amount would be paid to eliminate the lien within a time frame established by the program.

Commissioner DeNapoli expressed concern that many cases are currently resolved when there is a sale, death, or transfer of property, which means some properties' status does not change for many years. This can negatively affect neighbors and other residents. He recommended a program that allows the Town to proactively reach out to individual owners and inform them of their options when the problem is recognized.

Commissioner DeNapoli continued that one concern with the proposed program is the requirement for all properties owned by the same entity in Lauderdale-By-The-Sea to be free of any unresolved Code violations. He explained that this could defeat the purpose of an amnesty program, and resolving even a single property would show some progress.

Commissioner DeNapoli also noted that the proposed program could reinstate the original lien amount if the same violation occurs on the property within three years, and

recommended against this suggestion, as it could lead to unnecessary severity. He was in favor of a program of limited duration, provided that prospective applicants are informed of the program right away. For open cases, he suggested offering a 90- to 180-day amnesty period if the property can demonstrate compliance.

Town Manager Rubach stated that Staff agrees it is preferable to be proactive rather than reactive and noted the longevity of some open cases. Commissioner DeNapoli suggested that for existing closed cases, the Town should make an offer of “typical mitigation” to be paid within the 90- to 180-day time frame.

Development Services Director Campbell suggested that the Town establish an education period of 90 to 180 days in which they would send information on the lien amnesty program to property owners, clarifying the date upon which the period would be active and providing one year in which an application must be filed. Commissioner DeNapoli recommended using the calendar year rather than the fiscal year for effective dates.

Commissioner DeNapoli also asked if the Town wished to consider offering a payment plan. Development Services Director Campbell confirmed that this has been done in the past, adding that the Commissioners may establish whatever parameters they would like for the program. Commissioner DeNapoli proposed a graduated scale, with a lesser amount to be paid by owners who enter the program promptly rather than later. This could serve as an incentive to resolve the problem. He noted that there should also be a distinction between legitimate hardship and refusal to comply.

Town Manager Rubach confirmed that Staff can look into these suggestions further and bring back recommended criteria for various amnesty program options. There was additional discussion of components such as discounts for earlier payments during the amnesty period, as well as a requirement for violators with open cases to make some effort to cure the violation.

Development Services Director Campbell recalled that when Assistant Director of Code Compliance Boyd joined Town Staff, she had sent letters to all properties with unrecorded fines of \$5,000 or less, some of which were successful in encouraging payment. She reviewed the discussion of the amnesty program with the following highlights:

- Explore creation of an amnesty program, including consideration of an education period and a time frame to begin at a later date

- Incentives for owners to pay quickly, such as a higher mitigation amount allowed for more timely receipt of payment

There was Commission consensus to proceed with this proposal.

Development Services Director Campbell next addressed specific concerns, beginning with landscape permit requirements for sod replacement. She explained that the intent of this regulation is to protect the Town's drainage systems and prevent flooding of streets. She suggested developing a no-fee permit for sod replacement, which acknowledges that the property owner will not create a berm or take other action not permitted by Code. There was positive Commission consensus on this item.

Development Services Director Campbell moved on to sight triangle issues, which contribute to safety concerns for vehicles under various circumstances. Code establishes parameters for sight triangles. She requested Commission direction on whether or not to prioritize these issues, pointing out that some may require landscape mediation or other significant costs to homeowners.

Commissioner Graziano asserted that while this is an important issue, neighbors may not be willing to identify themselves as required by SB 60 when reporting sight triangles. Town Manager Rubach suggested that if the Commission wishes to improve enforcement, Code Compliance can review the Town's intersections and contact property owners who are in violation.

Vice Mayor Strauss emphasized the gravity of sight triangles as a safety issue and was in favor of greater outreach and enforcement. With respect to the requirements of SB 60, he observed that while the Town may not take action on reported violations if the reporting individual does not identify themselves for the public record, Code Compliance may be able to look into certain violations if they address public safety. He requested clarification of whether this is possible.

Attorney Gabriel explained that Florida Statutes clearly prohibit anonymous complaints; however, if a Code Compliance Officer or inspector witnesses a violation, they have a duty to identify and act upon that violation, irrespective of how it was identified. Florida Statutes allow for self-initiated complaints in the case of public health, safety, and welfare.

Town Manager Rubach advised that Code Compliance has prepared a list of existing sight triangle problems in the Town. Enforcement can begin with courtesy notices or proceed directly to notices of violation. Assistant Director of Code Compliance Boyd confirmed that Code Compliance has documented these instances pending direction from the Commission; however, she noted that some residents have indicated unwillingness to comply.

Commissioner Graziano requested clarification of the enforcement process for this public safety issue. Assistant Director of Code Compliance Boyd replied that Staff would issue a citation to the owner and take the case before the Special Magistrate for a finding of fact. If the violation is recognized, fines would begin to accrue. The property owner would then be given a time frame in which to correct the violation.

Assistant Director of Code Compliance Boyd added that if a property owner does not comply regarding sight triangles, the Town would have the ability to remove the impediment if no action is taken. She emphasized that this would require additional Commission direction. The Commissioners discussed similar public safety issues that occurred in the past, which included a case requiring bee removal.

Attorney Gabriel stated that when the Town determines that a health and safety issue exists, the fines levied against that violation can be maximum fines. The Commission may also authorize abatement, in which the Town assumes the responsibility for fixing the violation and charges the cost of the activity back to the property owner. He strongly recommended caution in these instances, however, as they could result in unintended damage to property.

Development Services Director Campbell further clarified that should the Town assume responsibility for this type of work, they would use a contractor for abatement services. Depending upon the extent of the work, the cost may be above the Town Manager's purchasing authority, at which point it would require Commission approval. The amount of this cost would then be placed as a lien against the property. Town Attorney Trevarthen added that in cases in which the Town has already spent money to cure the violation, this type of lien has a higher priority for collection.

Mayor Malkoon asked what might happen in the case of a resident who could not afford the work. Commissioner DeNapoli noted that the Town would look into having the work performed, emphasizing the importance of communication between the Town and the property owner.

Vice Mayor Strauss asked if the Town would have protection in the event a property owner felt they had harmed their property in the act of addressing a sight triangle violation. Town Manager Rubach replied that if the work is done by a contractor instead of by Town Staff, there is less chance of this; it would also be likely that there would be a Police presence at the time the work is done.

The Commissioners determined by consensus to proceed as discussed above on this issue.

Development Services Director Campbell next addressed dogs on the beach, noting that Code Compliance patrols the beach daily and tries to educate the public on this prohibition. She also recalled a discussion at a recent Commission meeting regarding unpermitted businesses on the beach.

Town Manager Rubach stated that due to the requirements of the Americans with Disabilities Act (ADA), the Town is very limited in what it may ask individuals who bring dogs onto the beach. If an individual indicates that the dog is a service animal that is trained to perform a service or services, no additional questions are permitted. Service animals are not required to be restrained by leashes and may be taken into most public spaces. The owner is not required to present any documentation that the animal performs a service.

Broward Sheriff's Office (BSO) Captain Christopher Sutter further clarified that a service animal must remain under the owner's control. He added that there are certain exceptions related to leashes, depending upon the service the animal is expected to perform. The dog must also be well-behaved. Should the dog behave in a non-controlled manner, and the owner cannot control it, they may be asked to leave. He also noted that emotional support animals perform a different type of service and are not permitted on the beach.

Development Services Director Campbell referred the Commissioners to a list of Code Compliance categories listed as high, medium, or low priority, which was last reviewed in 2011. She noted that Commission direction on the previous sight triangle issue indicated this category should remain a high priority.

Vice Mayor Strauss asked if an item referring to hotel/apartment/condominium conversions included unpermitted work done in any of these buildings without a permit. It was clarified that this would be included. Development Services Director Campbell

explained that one example of this might be a hotel increasing its density by dividing a suite into multiple units, which may be an illegal site plan modification. Vice Mayor Strauss recommended moving this item to high priority.

Commissioner Pouloupoulos agreed with this change, noting that he was not certain how much influence the Town may have over condominium or homeowners' association requirements. Town Attorney Trevarthen recommended that unpermitted construction be moved to high priority as well.

Mayor Malkoon addressed boats on trailers, recalling that this was an issue in a particular Town neighborhood. Development Services Director Campbell clarified that certain properties have documented permission to keep their boats in locations that may not be permitted for other properties in that neighborhood. These properties must comply with specific criteria regarding placement, condition, and more.

Town Manager Rubach asked if there were any additional Code issues of concern that were not discussed at tonight's meeting. Vice Mayor Strauss addressed cracked or damaged sidewalks, which may be the result of tree root systems on private property. Assistant Director of Code Compliance Boyd replied that if the sidewalk is within the Town's right-of-way, this would be deferred to the Public Works Department; otherwise, the Town could approach the property owner to discuss the matter. If the owner is resistant to the outreach, this would again be deferred to Public Works.

Mayor Malkoon thanked Staff for their presentation and the efforts of Code Compliance in maintaining the Town's character, appearance, and quality of life. He emphasized that all adopted Code provisions should continue to be enforced fairly and consistently throughout the Town. He felt goals should begin with compliance, followed by recovery of revenue for the Town, and noted that it is appropriate for the Commission to evaluate whether there may be more effective tools available to encourage earlier compliance. He recommended continued outreach of the approaches used by other municipalities and presentation of options to the Commission.

5. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:00 p.m.

Lauderdale-By-The-Sea
Town Commission Workshop
June 3, 2026

Mayor Edmund Malkoon

ATTEST:

Melissa Vasami, Town Clerk

Date

DRAFT



DRAFT

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION WORKSHOP**

Jarvis Hall

4505 N. Ocean Drive

Tuesday, June 9, 2026

5:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 5:35 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Ken Rubach, Town Attorney Susan Trevarthen, Public Works Director Chris Lips, Finance Director Lucila Lang, Assistant Finance Director Edner Saint-Jean, Assistant Development Services Director David Lee, Assistant Director of Code Compliance Terry-Ann Boyd, Assistant to the Town Manager Courtney Easley, Events and Marketing Manager Katie Anderson, and Town Clerk Melissa Vasami.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. PUBLIC COMMENTS

Mayor Malkoon read opening remarks on tonight's workshop, stating that review of the Town's Capital Improvement Plan (CIP) establishes priorities for the Town's fiscal year (FY) 2026-2027 budget. He emphasized that discipline and thoughtful decisions are key to this process, and asserted that the Town's strong financial position is an important reason why the Commission should practice good fiscal discipline in the following manner:

- Fund necessities first
- Challenge every assumption
- Require every dollar to justify itself

He continued that the burden of proof lies with the Town's government to demonstrate why it must spend Town money. Before approving any capital projects, the Commission must ask if each project is necessary at the proposed scale, as well as whether or not it is the best use of taxpayer funds.

At this time, Mayor Malkoon opened public comment.

Cathy Cather, resident, addressed a ballot question put forth for referendum by the Florida Legislature, which proposes an increase in the state's homestead exemption for property taxes, which would take effect in 2028. She asked if the Commission feels this proposed change in property taxes will have an impact on what should be considered for the FY 2026-2027 budget as well, as some of those projects and contracts will extend over multiple years.

Marc Furth, resident, addressed El Prado Park, stating that he felt it would be a mistake to make changes to the park that would no longer allow the use of tents for the Farmers Market and Town Events.

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

4. DISCUSSION ITEM

a. FY27 CIP

Town Manager Ken Rubach addressed the question raised during Public Comments regarding El Prado Park, explaining that Town Staff wishes to ensure that all current programming in that park will continue to function under any new design. Staff anticipates that the new design will allow more tents to be placed in the park for the Farmers Market.

Town Manager Rubach continued that the Town has received bids for the proposed work on El Prado Park, which came in higher than anticipated. Given the timeline of the current fiscal year, he recommended deferring the park project until FY 2027-2028. Funds carried forward from the current fiscal year will be used in the next fiscal year to fund CIP projects, with the exception of the potential public-private partnership (P3) project.

Town Manager Rubach reviewed the list of CIP expenses, noting that these include the personnel expenses allocated to each project. He reiterated that plans for El Prado Park would not disrupt the Farmers Market. This project would be re-bid in FY 2027-2028, with groundbreaking planned after July 4 and completion anticipated in time for the Christmas-By-The-Sea event in 2028.

Staff recommends adoption of a facade improvement program, which would provide matching funds of up to \$10,000 per business for owners who wish to improve their buildings. Improved facades and/or signs must reflect the Miami Modern architectural style. Eligible activities include sign replacement, painting of buildings, and more.

The Town Manager and Mayor Malkoon have reached out to Nova Southeastern University (NSU) to discuss the possible reinstatement of a coral restoration program in Lauderdale-By-The-Sea.

FY 2026-2027 would be the third year of the Town's ongoing pavement improvement program. Streets will be selected by the Public Works Director. This item does not go out for bid each year; in order to realize economies of scale, the Town uses "piggyback" contracts from municipalities that have established significantly larger quantities.

The proposed P3 project is currently proposed with a top figure of \$2 million, although the Town Manager is working with Core Construction and expects the final number to be lower. Town Manager Rubach strongly emphasized that there are no hard numbers at this time. The Town Commission will establish the Town's maximum millage rate and Fire Assessment rate beginning in July 2026.

Town Manager Rubach reviewed the following estimated figures:

- \$2,075,000 from CIP carry-over from the current fiscal year
- Remaining funds not associated with the P3 project include \$220,000 from the General Fund's unencumbered funds
- \$2 million budgeted for the P3 project through the covenant to budget and appropriate (CB&A) process, which would be set aside annually from a dedicated funding source to pay for any iteration of the P3 the Commission may choose to approve

Town Manager Rubach concluded that the Town anticipates a potential CIP of \$4.2 million in FY 2026-2027.

Commissioners DeNapoli and Pouloupoulos indicated their support for moving the El Prado Park project to the following fiscal year as proposed. Town Manager Rubach further clarified that the Town had budgeted \$1.3 million toward this project; however, when bids were opened, the number came in at \$1.55 million. This number would not be held open until next year. The delay will provide more time to review the project's

scope, make clarifications, and hopefully realize cost savings through value engineering.

Vice Mayor Strauss agreed with this proposal as well due to the higher bids received. He observed that the Town's budget is likely to be curtailed by the results of the November 2026 ballot referendum, which could reduce taxes paid on homesteaded properties. The Town has several upcoming fiscal responsibilities, which he felt took precedence over the proposed park project.

Commissioner Graziano also agreed with postponing the El Prado Park project for at least one year, to be reconsidered at a future meeting. Commissioner DeNapoli pointed out that it may be possible to realize cost savings through modifying the project's design, including the removal of the proposed water feature and/or other changes.

Town Manager Rubach confirmed that should subsequent bids on this project also come in higher than expected, the Commission may further defer the project or value-engineer it. CIP carry-over funds consist of money unused from the prior fiscal year. If approved during the budget process, the El Prado Park project would come back before the Commission once more for additional deliberation and approval or denial.

Mayor Malkoon addressed the proposed facade improvement program, stating that while this may be a worthwhile initiative, the Town anticipates a significant decrease in its budget if the Florida property tax referendum is passed. He characterized the proposed program as a discretionary enhancement rather than an essential governmental obligation and recommended giving precedence to true necessities.

Commissioner Pouloupoulos asked if Staff has engaged with the Town's business community to gauge interest in the facade program. Town Manager Rubach explained that the proposal was for a pilot program that would allow businesses to make enhancements to their properties. He recalled that there is typically interest from businesses in communities where this type of program is suggested, noting that the program would provide another way for the Town to provide its businesses with the assistance they need.

Commissioner Graziano commented that he has seen dramatic improvements in the Town's business district in recent years. He did not oppose outreach to the Town's businesses to gauge their interest but indicated that he was not in favor of the suggested \$50,000 budget for the program at this time.

Vice Mayor Strauss suggested replacing the matching grant program with an alternative program that provided incentives for businesses that wish to improve their properties, such as credits for the required permits. Town Manager Rubach explained that while this could be explored as an alternative, the Town outsources much of its permitting, which would cost more money.

Commissioner Graziano addressed roadway paving, noting that residents have asked him about potential economies of scale for these projects. He was in favor of a piggybacked contract as proposed.

Mayor Malkoon referred to the coral restoration project, recalling that the Town previously partnered with NSU for this type of project. He and Town Manager Rubach met with a representative of the university who provided an update on this program, which was monitored over winter 2025-2026. While this proposal is budgeted at an estimated \$25,000, it was the Mayor's understanding that the Town's financial participation would be closer to \$60,000 over a five-year period. Town Manager Rubach confirmed that while the proposed budget for the first year is estimated at \$25,000, the five-year CIP would be closer to the rate cited by the Mayor. He noted that these figures would be reviewed for accuracy.

Commissioner Pouloupoulos addressed personnel expenses associated with the CIP, asking how these would be decreased if the El Prado Park project is deferred. Town Manager Rubach replied that while this time would be reallocated to another General Fund account, it would still be paid. The personnel cost shows where the Town chooses to invest its time.

Mayor Malkoon requested clarification of the number of roadways for which repaving is proposed. Town Manager Rubach replied that this is typically determined after the budget is approved. He noted that some funds remained in the current fiscal year's allocation and will be used toward patching or other smaller projects. He confirmed that if it is the Commission's wish, Staff can identify these roadways before the budget is finalized and seek to obtain estimates close to that budget.

Mayor Malkoon moved on to the P3, which is the largest item in the CIP budget. He recalled that when the Town's advisors evaluated this initiative, they considered the full municipal campus as an overall concept, with two separate phases to address public safety and the remainder of the Town Hall campus. He noted that the analysis of this project should reflect the likely changes coming to Florida's financial environment and

consider the project as two separate policy decisions for a public safety building and a broader municipal campus.

Mayor Malkoon continued that while the public safety phase may be necessary, the Town should not commit to an entire municipal campus or appropriate funds based on a larger overall concept that has not been independently justified and approved. He felt a \$2 million appropriation is not necessary in the absence of an overall municipal campus concept.

Mayor Malkoon advised that every phase of a proposed project deserves its own analysis, justification, and determination that it is in the best interests of the Town in light of current fiscal realities.

Town Manager Rubach noted again that the proposed \$2 million represents the high end of the scale for purposes of discussion. Staff is not promoting that proposal as the only option. Before the Town enters into any comprehensive agreement, plans for the first phase, the public safety building, would be presented to the Commission separately from any plans for the second phase or overall concept.

Vice Mayor Strauss requested clarification that Staff is still negotiating and working on the proposed P3, including how much work would be done and over what time frame. Town Manager Rubach replied that in July, before the Commission is asked to establish a maximum millage rate, Staff will present options for the public safety building alone as well as for a full campus, including annual costs for both alternatives. This would allow the Commission to debate the merits of both proposals.

Vice Mayor Strauss asked if the project could also be undertaken in a component style that would accommodate Fire and Police needs, Public Works, and a Town Hall facility. Town Manager Rubach replied that all proposals are currently conceptual, with only renderings and square footage estimates rather than architectural plans. The Commission may consider further options, including leaving Town Hall in its current condition while still including Public Works in the new public safety building.

Vice Mayor Strauss asserted that the Town needs a new public safety building to house Police and Fire services, as the current facility is insufficient. Town Manager Rubach confirmed this, explaining that the existing building does not meet current standards for Fire Departments; in addition, the Town's potential providers of Fire Rescue services have indicated that they would not be willing to serve the Town from the existing

building. He noted that should the Town choose to create its own Fire Department, this issue would still exist.

Vice Mayor Strauss requested clarification of how the existing building's configuration fails to meet current standards. Town Manager Rubach advised that modern Fire Stations are built with the intent of ensuring proper care of equipment as well as significant separation between living quarters and storage of apparatus and Fire gear. There is currently no such separation in the Town's public safety facility, as these issues were not fully understood when it was constructed.

Should the Town not build a new public safety facility, there is no mechanism by which they could force a provider such as Fort Lauderdale Fire Rescue or Broward Sheriff's Office (BSO) Fire Rescue to serve Lauderdale-By-The-Sea. Town Attorney Susan Trevarthen observed that there would be major consequences to a municipality that cannot provide Fire Rescue services, including significant increases in property insurance and possible decreases in property values.

Town Manager Rubach continued that if the Town chooses to move its Public Works Department along with Fire and Police services to a new public safety facility, it may be possible to realize greater economies of scale. He pointed out that more costs could be incurred over the long term due to inflation, and interest rates could also be subject to change.

Vice Mayor Strauss requested clarification of arguments against moving the Public Works Department to a new public safety facility. Town Manager Rubach replied that these would include increased costs, including the amount the Commission may wish to budget from the Parking Fund toward the new facility. He estimated that this may require an additional investment of another 30%.

Vice Mayor Strauss concluded that the Commission should consider whether it is better to invest in a full municipal campus now or wait until the Town has a clearer idea of how property taxes may change, with the understanding that costs may increase significantly over time. While a Public Works facility might be characterized as a desire rather than a need, it could be beneficial to invest in the Town's future by including it with the public safety building.

Town Manager Rubach further clarified that of the two conceptual designs of the public safety building and the municipal campus, the campus design allows for greater

flexibility in where services would be placed, as well as better maintenance, security, and routing of vehicles. He concluded that this is the policy decision that will ultimately come back to the Commission.

Commissioner Pouloupoulos stated that he did not see the proposed public safety building as a discretionary item that could be postponed, and it will be necessary to ensure its proper function for the individuals who will serve the Town from it. He was not certain, however, how much input from prospective vendors will be needed for the building. Town Manager Rubach advised that the only major change if the Town elected to pursue in-house Fire Rescue services would be the need for more bays for reserve equipment, which would add costs to the project.

Commissioner Graziano asked if the Town should select a Fire Rescue contractor before making a decision on the P3 project. Town Manager Rubach replied that this would not be necessary as long as the building meets current standards.

Commissioner Graziano also asked if the Town would sell the other two properties if they chose to upgrade the current Fire Station. Town Manager Rubach stated that this would be a policy decision for the Commission, noting that the sale of additional properties could be used to defray some costs. He estimated that this could bring in between \$3 million and \$5 million and reduce the amount the Town would need to borrow.

Mayor Malkoon stated that while the best public safety will mean the construction of a new Fire Station, it does not necessarily mean that both a Fire and Police Station must be constructed. He was not in favor of a \$42 million campus for which payments could substantially increase after 30 years, which could damage the Town's credit rating and put taxpayers at risk. He again emphasized the importance of fiscal responsibility.

Commissioner DeNapoli asked what potential Fire Rescue providers Fort Lauderdale and BSO have said with respect to a new public safety building. Town Manager Rubach again advised that both providers have indicated the existing building does not meet current standards and they would not serve the Town from that facility.

Commissioner DeNapoli recommended preparing a list of options for the new facility and presenting it to the providers for review and comment. He suggested there could be a variety of options, ranging from a Fire Station only to a full municipal campus. He also noted that the Town has discussed the need for a new public safety facility for several

years, and the current Fire Rescue service provider has elected not to renew its contract with the Town.

Town Manager Rubach emphasized that the Town has not yet signed a comprehensive agreement or committed to a concept thus far. Next steps will be based on the two proposed concepts and will give the Commission a clearer idea of what costs will look like, the potential scope of the project, and how the Town should budget for the future. He reiterated that the \$2 million allocation cited in the CIP backup materials was included for discussion purposes.

5. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 6:26 p.m.

Mayor Edmund Malkoon

ATTEST:

Melissa Vasami, Town Clerk

Date



DRAFT

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
Jarvis Hall
4505 N. Ocean Drive
Tuesday, June 9, 2026
6:30 PM**

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:53 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Ken Rubach, Town Attorney Susan Trevarthen, Public Works Director Chris Lips, Finance Director Lucila Lang, Assistant Finance Director Edner Saint-Jean, Development Services Director Jhanelle Campbell, Assistant Director of Code Compliance Terry-Ann Boyd, Assistant Development Services Director David Lee, Assistant to the Town Manager Courtney Easley, Events and Marketing Manager Katie Anderson, and Town Clerk Melissa Vasami.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Bentzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

It was determined that Public Comments would be heard prior to tonight's Proclamation, and that the Special Event Applications listed under the Consent Agenda and New Business would be heard immediately following Public Comments.

The following Items were taken out of order on the Agenda.

6. PUBLIC COMMENTS

At this time, Mayor Malkoon opened public comment.

Linda Thompson Gonzalez, resident, noted that as a member of the League of Women Voters, she has attended meetings of the Broward County Solid Waste Authority over the past five years. She stated that the Plan can increase the Town's recycling rate to approximately 65%, reduce toxic emissions, and achieve economies of scale for the market value of recyclables.

Ms. Thompson Gonzalez addressed glass recycling in particular, stating that Broward County currently lacks a uniform policy for this material. It is currently shipped across the state rather than recycled locally and could be used for several purposes in South Florida, potentially including beach renourishment.

Ann Marchetti, resident, spoke highly of the Town's participation in the recent IPW Conference 2026, which represented a successful joint effort by Town Staff, the Chamber of Commerce, and the Town's Lodging and Merchants Associations. She thanked Town Staff as well as everyone who volunteered for this event.

Ms. Marchetti addressed New Business Items 13.a and 13.b, stating that she enthusiastically supported both special events, which are key to the Town's community and culture and directly help local businesses during the off-season. She also requested that the Commission consider lowering the Town's parking rates during the summer months, as steep parking rates can present a barrier to regional visitors.

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

5. PRESENTATIONS

a. Proclamation Honoring Firefighter / Paramedic Broderick Espinoza and Lieutenant Jesus Fuentes for Heroic Lifesaving Actions

Mayor Malkoon read a Proclamation in honor of Broward Sheriff's Office Firefighter/Paramedic Broderick Espinoza and Miami-Dade Fire Rescue Lieutenant Jesus Fuentes, whose heroic actions saved a five-year-old child from drowning on May 24, 2026. He proclaimed Tuesday, June 9, 2026, as Firefighter/Paramedic Broderick Espinoza and Lieutenant Jesus Fuentes Day in Lauderdale-By-The-Sea.

b. Code Compliance Workshop Follow-up

Assistant Director of Code Compliance Terry-Ann Boyd reported that after the recent Town Commission Code Compliance workshop, Staff created an Action Agenda, which was provided to the Commissioners. She briefly reviewed priorities from this document, which included:

- Sight triangle/visibility concerns: review is underway, and photographs will be taken of properties in violation, which will be sent to the property owners along with courtesy notices or notices of violation; Staff will bring back data on and timelines for this effort in July 2026
- Draft application for sod replacement review: This will also be brought back to the Commission in July
- Lien amnesty program: Staff will work from the direction provided by the Commission and bring back a proposal
- Staff will also provide the Commission with additional information regarding the mitigation process, tentatively scheduled for September 2026

Commissioner DeNapoli encouraged Staff to bring information on the proposed lien amnesty program back before September, if possible, in light of potential property tax reform to appear on the November 2026 ballot, as well as to increase awareness of the amnesty program. Town Manager Rubach advised that Staff would strive to send out these notices in July to ensure property owners are aware that the program will take effect in September.

11. CONSENT AGENDA

a. Special Event Application: Seaside Players October 2026

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

13. NEW BUSINESS

a. Special Event Application: Blues By The Sea 2026

Events and Marketing Manager Katie Anderson explained that Aruba Beach Cafe and Pier 14 have submitted a special event application for the inaugural Blues By The Sea event. The Applicants have identified a need for event programming during the off-season and anticipate between 75 and 100 guests per event.

The requested dates are as follows:

- Wednesday, July 22, 2026
- Wednesday, August 18, 2026
- Wednesday, September 16, 2026

The event is planned for Dunes Plaza in the Downtown area. The Town would be asked to remove the row of Adirondack chairs on the western end of the plaza to accommodate stage setup, and the horseshoe would be closed to vehicular traffic to allow for a cohesive event space. High tops would be placed throughout this space to provide areas in which guests can gather.

Setup would begin at approximately 4 p.m. The Applicants would coordinate with the Broward Sheriff's Office (BSO) to organize closures, with the actual event beginning at 7 p.m. and concluding at 10 p.m. Cleanup would be complete by roughly 11:30 p.m., with roads to be reopened after the event at BSO's discretion.

The Applicants request Town support, including the use of the Town's water barricades to block the horseshoe as designated by BSO, unless BSO deems vehicular barricades to be sufficient. The Applicants will coordinate directly with BSO and the Fire Marshal on any additional details necessary for the safe execution of the event.

One bar each will be provided by Aruba Beach Cafe and Pier 14, and each business has obtained the appropriate licensure to operate outside their immediate places of business on a temporary basis. The Town has been named as additionally insured on these policies.

The Applicants request placement of signage promoting the event and designating the event site. Discussions include consideration of El Mar Drive and the Pavilion near Aruba Beach Cafe, as these are close to the site. Parking for attendees will follow normal Town standards. Aruba Beach Cafe has requested the reservation of four golf cart parking spaces at the end of the El Mar Drive median to be used as a relocation site for the valet parking that is typically in place.

Additional requests include:

- Waiver of fees associated with the event, including the Plaza event application fee of \$100 established under Resolution 2024-29, the Plaza use fee of \$850 if reserved by a Lauderdale-By-The-Sea business, and the road closure fee of \$125

- Promotion in the weekly *Town Topics* e-blast issued on Thursday afternoons
- Promotion of the event on social media channels

Staff recommends approval of the application, waiver of fees, and waiver of fees for the four parking spaces for valet parking relocation.

Commissioner DeNapoli noted that representatives of the Anglin Cafe had reached out to Staff to ask if provisions will be made for signage directing attendees to the event. Events and Marketing Manager Anderson replied that Staff will evaluate this request and coordinate with BSO to provide additional road re-direction signage if needed.

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

b. Special Event Application: Stars & Stripes by the Sea 06.26.26

At this time, Mayor Malkoon opened public comment on the Item.

Ken Brenner, resident, advised that he had asked questions of both Town Staff and Chamber of Commerce representatives regarding this event, including its planning without notice to the Town, the Commission, or affected businesses. He pointed out that private events are required to be announced 30 days in advance, and special events 60 days in advance. The subject application was submitted 17 days in advance.

Mr. Brenner emphasized the importance of ensuring that community events of this nature allow neighbors to gather at minimal or no cost and that they are open to the public. The proposed event would be held on a Friday night, which is typically the busiest night for nearby businesses. He suggested scheduling the event for a night on which businesses in the Plazas are not open and expressed concern that the proposed setup time of 11 a.m. would be disruptive to the Plaza.

Mr. Brenner continued that the event estimates attendance by a maximum of 300 people, which is significantly greater than similar events in public spaces. He asked if a nearby valet parking lot will be open and shared concern with the distances pedestrians would have to walk if public spaces are closed for the event.

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

Events and Marketing Manager Anderson stated that Applicant Annie Berry, representing Wild Berry Salon, has submitted a special event application for the Stars and Stripes by the Sea celebration. The Chamber of Commerce has expressed interest in generating awareness for businesses located in the Town's West Plazas and acting on feedback from residents and business owners who have requested more off-season programming.

The Stars and Stripes by the Sea event is a live music event incorporating music, local restaurants, and more. The first event is proposed for Friday, June 26, 2026, in the parking lot west of the Eagle Ray Plaza. Pending feedback from the June event, the Applicant would like to hold additional events on the last Friday of each month during the summer season, which would be July 24, August 28, and September 25, 2026.

Events and Marketing Manager Anderson advised that should the applicant wish to hold an event on July 24, the special event application time period would already have closed once the June 26 event has been held. Staff recommends approval of the June 26 event and waiver of the application fee, and requests Commission direction on approval for either June 26 only or all four proposed dates. The Applicant would be able to evaluate the success of the first event and determine whether or not they would like to proceed with the later event dates.

Events and Marketing Manager Anderson continued that the event would be hosted in the parking lot next to the appropriate Plaza, with setup beginning at roughly 11 a.m. The event will begin at 6 p.m. and conclude at 10 p.m., with approximately one hour added for breakdown afterward. Tickets would be sold for the event in order to control attendance, with VIP tickets available for \$50 and including a specialized seating area. General admission tickets will also be available for \$20. Roughly 300 tickets will be available for the inaugural event.

The event space will include staging along the western wall of the building for the band performance, a VIP seating area with approximately 10 tables, and general admission standing room as well. General admission guests may bring their own chairs. Restroom facilities will be available at Wild Berry Salon, Big Cat Bikes, and Benihana. All entertainment will comply with the Town's Noise Ordinance as found in Chapter 13 of the Town Code.

Benihana will provide a grill for a signature dish, and two additional food vendors may be added to the event. Bar service will be overseen by Rough Rescue Transport, which

is a 501(c)3 nonprofit entity. This organization has submitted the necessary documentation for a license, which will be provided to the Town pending approval.

Parking will operate according to normal Town standards, with attendees responsible for their own parking fees. The Applicant would like to pay for six parking spaces in the Eagle Ray Plaza, which would be reserved for patrons of either La Cucina or Interior Digs and Gifts. These six spaces would be reserved for four hours each over the course of the event at a total cost of \$42. The Applicant will generate signage for the parking spaces and will be responsible for placing it prior to the start of the event. Signage will also be placed behind the building to indicate that parking is not permitted in residential neighborhoods. Use of Circuit and other ride-sharing services is strongly encouraged.

The Applicant will coordinate directly with BSO and Pompano Beach Fire Rescue for public safety needs. BSO will work with the Applicant to determine the number of personnel necessary to oversee the event, with a walk-through by the Fire Marshal, as well as approval of the final site map prior to the event.

Per Resolution 2024-29, applications submitted within 30 days of an event in the West Commercial Business District incur a \$60 application fee. A request has been made for this fee to be waived, as the proposed event provides an opportunity for a Town association to bring the community together.

Staff recommends approval of the special event application based on the conditions outlined in the event permit. Approval would waive the \$60 application fee as well as approve the June 26 event.

Staff requests direction on whether approval of the June 26 event would also apply to the requested dates in July, August, and September.

Howard Goldberg, chair of the Chamber of Commerce, described the proposed event, stating that the Chamber wished to address any concerns or issues brought forward by other businesses and ensure that the event runs smoothly and safely.

Anne Berry, owner of Wild Berry Salon and Applicant, emphasized the importance of the June 26 event date and apologized for the late application. She noted that she has held several successful events at her salon since 2022, none of which have been disruptive to other businesses. Parking has not been an issue. She is coordinating with Benihana to accommodate overflow parking, and No Parking signs will be posted in the nearby

residential neighborhood. Parking will be provided for the two nearby businesses in the area during the event's hours.

Ms. Berry continued that she is promoting the use of Circuit from Town parking lots, as well as the use of the Water Taxi. Big Cat Bikes plans to provide valet bike parking service, and ride-sharing services are recommended.

The proposed event will be a fundraiser for the Chamber of Commerce. Ms. Berry noted that the owner of her business's building has signed off on the event and will be a sponsor as well. She cited other businesses that are Chamber of Commerce members and will participate in the event.

Mayor Malkoon asked if the Chamber will provide seating, staging, and public safety. Events and Marketing Manager Anderson confirmed this.

Mayor Malkoon addressed the concern raised during public comment by neighbors of the business. Ms. Berry replied that she had planned to reach out to neighbors after securing approval of the event.

Mr. Goldberg added that in recent years, Town businesses in the West Commercial Plazas have sought to encourage pedestrian traffic in that area and characterized the event as one way to help these businesses. He emphasized the need for equal attention to the west side of the Town. Liz Berger, also representing the Chamber of Commerce, expressed confidence in Ms. Berry's ability to organize a successful event.

At this time, Mayor Malkoon reopened public comment.

Claudia D'Buono, co-owner of La Cucina, asserted that she did not oppose the proposed event, but advised that parking concerns affect all Town businesses during special events. She requested that the Plaza area be available for parking by customers and asked that signage be regularly posted indicating that parking in the Plaza is reserved for those businesses.

Ms. D'Buono added that she was not informed in advance of the proposed event, reiterating that she was not opposed to the event but wished for other businesses to be respected.

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

Mayor Malkoon commented that he shared concerns regarding traffic and parking in the subject area and asked if it would be possible to block off the reserved parking spots. He suggested that parking could temporarily be permitted in the back of the Plaza. Town Manager Rubach noted that if parking enforcement staff must be present, there would be an additional cost for this service.

Mr. Goldberg recalled that at other Chamber of Commerce events, the Chamber had been asked to ensure that someone is on hand to direct traffic. He stated that they would provide two individuals for this service throughout the timeline of the event. Events and Marketing Manager Anderson confirmed that having individuals on hand to direct event traffic can be included as a provision in the event permit.

Commissioner DeNapoli requested clarification of the number of parking spaces La Cucina would consider appropriate. Ms. D'Buono replied that the six reserved spaces would need to be enforced, pointing out that Friday evenings are among the busiest for the restaurant.

Commissioner Pouloupoulos asked if there would be any additional costs to the Town and requested additional information on how the Applicant would coordinate with BSO for public safety. He explained that his concern was that taxpayers not be asked to pay for the private event. Events and Marketing Manager Anderson replied that she would coordinate with Town parking staff for parking enforcement; however, the Application does not request any services that would incur additional Town costs.

Events and Marketing Manager Anderson continued that for any special event, applicants are required to coordinate directly with BSO. The BSO team evaluates the event's site map and will advise the applicant based on the scope of the event. Applicants must pay BSO directly for these services.

BSO Captain Christopher Sutter stated that the size of the proposed June 26 event, as well as the service of alcohol, will require a BSO detail. He noted that BSO will need to review the event quickly due to the short notice. He anticipated a need for two to three BSO personnel.

Mayor Malkoon asked where Benihana customers would park if that business's lot was used for the proposed event. Ms. Berry replied that a section of this lot would be cordoned off so event attendees can bring their own chairs. The restaurant's records indicated there had not been significant business in June 2025.

Ms. Berry further clarified that the estimated number of attendees is expected throughout the event rather than all at once, suggesting that 300 is the maximum estimate.

Vice Mayor Strauss suggested that another parking solution could be to encourage attendees to park in the Town's A1A lot and walk to the West Plazas. Ms. Berry confirmed that attendees are encouraged to leave their cars at home and use alternative means to reach the event, including Circuit and ridesharing.

Mayor Malkoon reviewed the event's requirements, including parking enforcement at the June 26 event, as well as reservation and signage to be provided to reserve parking spaces for nearby businesses from 5 p.m. to 9 p.m. He noted that nearby residents should also be protected from any impacts associated with the event.

Ms. Berry briefly reviewed plans for the event, including parking arrangements for nearby businesses as well as overflow parking in the Benihana lot. Ken Brenner, resident, noted that his concerns included cleanup and restrooms for the event. He did not have any concerns related to the event's location and thanked the businesses and Town Staff for their careful planning.

Events and Marketing Manager Anderson confirmed that the businesses' restrooms are considered sufficient for the event. The Applicant is responsible for providing and maintaining additional trash receptacles.

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Rubach noted that the Commission typically observes a summer break by cancelling the first of its two August meetings and requested consensus on this proposal. Additional meetings typically cancelled by the Commission include the second meetings in November and December. Special meetings can be scheduled if these meetings become necessary.

There was Commission consensus to cancel the August 11, November 24, and December 22, 2026, meetings.

Events and Marketing Manager Anderson provided a review of the recent Dive Into Summer event, which was held over the first weekend in May 2026 was the first year in which this event was expanded from one night to two. Music, food, and vendors contributed to the event's success, and nonprofit partner Scuba4Good estimates that over \$90,000 was raised, which is a \$10,000 increase over 2025.

Events and Marketing Manager Anderson also reviewed the Town's participation in the recent U.S. Travel Association IPW Conference 2026, which included support of Visit Lauderdale. This was the first year Fort Lauderdale hosted the four-day event, which included over 4,800 domestic and international attendees. The Town participated in this event in the following ways:

- Social media: paid advertisements, organic marketing, and geo-targeted marketing, resulting in nearly 54,000 impressions throughout the event
- "Show Your Badge" program in conjunction with Visit Lauderdale, which provided incentives from businesses
- IPW Welcome Concert in Lauderdale-By-The-Sea, including ride-sharing vouchers

Events and Marketing Manager Anderson emphasized the collaboration between the Commission, Town Staff, the Chamber of Commerce, the Merchants and Lodging Associations, Town businesses, and individual volunteers in support of the IPW Conference. She thanked all who participated in this four-day event. Town Manager Rubach recognized Events and Marketing Manager Anderson's efforts in making the event a success as well.

Town Manager Rubach stated that the El Prado Park project will be deferred to the next fiscal year rather than the coming fiscal year, as costs had come in higher than

expected for that project, resulting in the rejection of bids. Additional value engineering may also be used to reduce costs.

Town Manager Rubach continued that as of March 1, 2026, the City of Fort Lauderdale has required the submission of utility service applications and agreements for any new utility accounts to be opened on the south side of the Town. These agreements must be submitted by the property owners, although bills may still be sent to tenants.

The Florida Legislature has proposed a referendum on the November 2026 ballot, which includes potential changes to tax exemptions. Staff is working with the Town Attorney and lobbying partners to review the potential effects of these changes on the Town. Any changes would not take effect in fiscal year (FY) 2026-2027 but would have impacts on later years.

Town Manager Rubach announced that a World Cup Watch Party will be held Downtown on Wednesday, July 1, 2026, from 6 p.m. until 10 p.m. The match on this date is expected to include the United States soccer team; should this change, the event date will also be subject to change. Events and Marketing Manager Anderson noted that the weekly *Town Topics* e-blast will include a World Cup Corner with information on local specials, watch parties, and other related information. She recognized Broward County as a partner in the upcoming watch party event.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen provided information on questions that will be included on the upcoming November 2026 ballot, including questions that arose from the Town's Charter Review process, as well as the tax reform question brought forward by the Florida Legislature. She explained that the Town's communications on ballot questions are governed by State Statutes. Public resources may not be used for advocacy, nor may some forms of communication that provide factual information. She offered the example of mailing flyers on particular topics to Town voters, which is prohibited.

Another principle under this Statute is that all officials and staff maintain their First Amendment rights to speak on these topics as individuals, although they may not speak on behalf of the Town. This right allows for the sharing of both facts and individual opinions.

Town Attorney Trevarthen cautioned that there are some gray areas under these Statutes. The Town offers robust communications, including newsletters and social media. Factual information related to the upcoming ballot questions may be included in these communications. State Statutes also permit a public forum to be held by local governments to discuss factual information.

10. APPROVAL OF MINUTES

a. Approval of Minutes of the May 12, 2026, Regular Town Commission Meeting and the May 13, 2026, Town Commission Budget Workshop

Vice Mayor Strauss requested an addition to the minutes of the May 12, 2026, Regular Town Commission Meeting on p.11, paragraph 5: the minutes should clarify that the member of the current Commission to which the Mayor had referred was not the Vice Mayor.

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

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner DeNapoli recognized Firefighter/Paramedic Broderick Espinoza and Lieutenant Jesus Fuentes for their lifesaving actions cited earlier in tonight's meeting. He noted that during the Town's budgeting process, he will continue to focus on taxpayer protection, accountability, rigorous analysis, and transparent public discussion, recalling that at previous meetings, he has emphasized the importance of further review of the CIP in light of the uncertainty raised by property tax questions at the state level.

Commissioner DeNapoli continued that at tonight's CIP workshop, the Commission discussed the prioritization of public safety over discretionary needs. They also reviewed the timing of CIP projects. He concluded by encouraging attendance at both the World Cup Watch Party and the Fourth of July Parade.

Commissioner Graziano reported that he has applied to a nonprofit entity to request funds for the lighting of the Town's mural and is awaiting a decision from that organization.

Commissioner Pouloupoulos also addressed the CIP workshop held immediately prior to tonight's Commission meeting, stating that deferral of the El Prado Park project is the fiscally responsible action while uncertainty remains regarding property tax reform. He reviewed other beautification and refurbishment efforts taken by the Commission in recent years throughout the Town and concluded by recognizing Firefighter/Paramedic Espinoza and Lieutenant Fuentes once more for their heroic actions.

Commissioner Pouloupoulos continued that Staff is working toward the upcoming Fourth of July Parade and encouraged residents to submit suggestions for this event.

Vice Mayor Strauss recognized Events and Marketing Manager Anderson and Town Staff for the success of recent Town events, which contribute to residents' quality of life.

Mayor Malkoon read from a prepared statement addressing the Town's current and future activities, recalling that a recent audit indicated the Town has a strong financial position, with revenues that were higher than expected the previous year, as well as expenses that were lower than anticipated. He thanked Town Staff and the Commission for their work in making these results possible.

Mayor Malkoon continued that effective government is measured by its responsible management of the monies entrusted to it, and emphasized prioritization during the upcoming budget process, recommending reconsideration of worthy projects if their timing is not right or if higher priorities are identified. This philosophy applies not only to the budget but also to future problem-solving, planning, and preservation of the Town's special qualities.

Mayor Malkoon advised that he recently worked with condominium representatives and Town Staff to address concerns regarding public beach access and private property rights. He emphasized the importance of allowing public enjoyment of the beach while also respecting private rights. He also noted Staff's embrace of the upcoming World Cup Watch Party, which will be funded in part by grant dollars and will provide opportunities for residents, visitors, and businesses.

Mayor Malkoon continued that he recently participated in an interview with *Invest: Greater Fort Lauderdale* in which he identified protection of the Town's unique qualities and the efforts of Town Staff as the most important components of the Town's future. He felt the community can continue to improve without infringing upon these qualities. He concluded that the Commission's responsibilities include protecting the Town for future generations, and the Town's best days remain ahead.

16. ORDINANCES 1ST READING

None.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

None.

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:36 p.m.

Mayor Edmund Malkoon

ATTEST:

Melissa Vasami, Town Clerk

Date



Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: July 14, 2026

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: FY2027 BSO Proposed Budget

Explanation: BSO has proposed a FY2027 budget of \$7.68 million. This represents an increase of \$526,359 (or 7.35%) over the current budget. Table 1 below provides a high-level summary of the changes to the current budget.

TABLE 1-Summary of Budget Changes

	Adopted 2025-2026	Proposed 2026-2027	Difference (\$)	Difference (%)
Personnel Services	\$ 6,268,190.00	\$ 6,766,694.00	\$ 498,504	7.95%
Operating Expenditures	\$ 400,030.00	\$ 441,545.00	\$ 41,515	10.38%
Capital Outlay	\$ 259,947.00	\$ 236,262.00	\$ (23,685)	-9.11%
Transfers/Reserves	\$ 231,207.00	\$ 241,232.00	\$ 10,025	4.34%
	\$ 7,159,374	\$ 7,685,733.00	\$ 526,359	7.35%

Please note that the proposed budget does not include enhanced security detail for our downtown and beaches. This provision was negotiated separately from the Town's BSO contract, and the current approved amount is \$100,000 in order to provide consistent service throughout the season.

Recommendation: Commission approval of proposed BSO FY2027 budget totaling \$7,685,733.

Exhibits:

1. FY27-Proposed BSO Budget

Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
954-831-8900
www.sheriff.org



Sheriff Gregory Tony, Ph.D.

July 2, 2026

Mr. Ken Rubach, Town Manager
Town of Lauderdale By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The Sea, Florida 33308

Dear Mr. Rubach:

Please be advised the revised consideration for Fiscal Year 2027 is as follows:

Police Services

Total Personnel Expense	6,766,694	
Operating Expenditures	441,545	
Capital Outlay	236,262	
Transfers and Reserves	241,232	
Total Expenditure	7,685,733	(640,477.75 Monthly)

This consideration reflects Year 2 of proposed salary range adjustments based on BSO's Compensation Study.

Please be advised, after the FY 26/27 BSO Proposed Budget was published, the Florida Legislature passed HB 5205E in special session which included increased FRS rates. These rate changes are now signed into law and in effect beginning July 1, 2026.

In view of the foregoing, it is necessary for BSO to revise the FY 26/27 consideration to reflect the pension rate increases. Herewith is the revised consideration.

This amount is subject to the final Adopted Budget as approved by the Broward County Board of County Commissioners, and to any additional contract amendments or negotiations that take place after this date.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dafne E. Perez", with a stylized flourish at the end.

Dafne E. Perez, Director
Office of Management and Budget

DEP:da

cc: Colonel Robert Schnakenberg, Department of Law Enforcement
Christopher Sutter, District Captain
Lucila Lang, Finance Director, Town of Lauderdale-By-The-Sea

BROWARD SHERIFF'S OFFICE
08.One Year Appropriation
General Fund 001
Revised Budget
23475 - Lauderdale-By-The-Sea

	2026/2027
ACCOUNT	
	26-27 Budget
512401 - Regular Salary	3,792,181
512407 - Cell Phone Supplement	1,200
514401 - Overtime	210,508
515401 - Special Pay	14,759
Personal Services	4,018,648
521401 - FICA Taxes	299,951
522401 - Retire/Regular	28,638
522402 - Retire/Special Risk	1,061,796
522405 - Retire/Drop Special Risk	193,589
523401 - Life/Health Insurance	911,772
523403 - OPEB	96,336
523406 - RHSP	19,917
524401 - Worker's Comp	136,047
Fringe Benefits	2,748,046
Total Personnel Expense	6,766,694
531402 - Prof Svc/Admin	236
534401 - Contract Services/General	950
540402 - Travel-In/Out State	510
541403 - Communication Svc/Aircards	13,844
544401 - R/L Office Machines	2,798
545402 - Ins/Admin-Bond/Ins	47,627
546401 - R/M Equipment	590
546402 - R/M Vehicles	112,083
546405 - R/M Service Contract	1,959
547401 - Contract Print & Binding	1,124
549404 - Data Processing	3,570
551401 - Office Supply-Misc	2,149
551402 - Office Supply-Office	2,924
551404 - Off Supp/CIn/Janit	9,780
551710 - Debt Interest Expense	7,075
552401 - Oper Supply-Gas/Oil/Lub	127,604
552402 - Oper Supply-Tools	700
552406 - Oper Supply-Instit	14,967
552409 - Oper Supply/Misc	34,680
552410 - Oper Supply-Uniforms	17,811
552412 - Computers less than \$5,000.	31,277
552414 - Operating Supplies - Tactical	6,062
554401 - Books/Pub/Sub	100
554402 - Dues/Membership	725
554404 - Training/Misc	400
Operating Expenditures	441,545
564401 - Mach-Equip/Vehicle	199,286
564404 - Communications	36,976
Capital Outlay	236,262
591001 - Transfer To General Fund	241,232
Transfers and Reserves	241,232
Total Expenditure	7,685,733



Town Commission Agenda Item Report

Meeting Date: July 14, 2026

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2026-21: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN; DESCRIBING THE METHOD OF ASSESSING FIRE PROTECTION ASSESSED COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN'S GEOGRAPHICAL BOUNDARIES, KNOWN AS FIRE PROTECTION ASSESSMENT AREA-TOWNWIDE; ESTABLISHING THE ESTIMATED RATES FOR FIRE PROTECTION SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; PROVIDING FOR A INCREASE IN RATES FOR FIRE PROTECTION SERVICES; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL FOR FIRE PROTECTION ASSESSMENT AREA-TOWNWIDE; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Explanation:

In July 2023, the Town entered into an agreement with the City of Pompano Beach for Fire/Rescue Services. The agreement became effective September 1, 2023, at an annual cost of \$1,400,000, with annual 5% increases beginning April 1.

The City of Pompano Beach subsequently provided the Town with formal notice terminating the agreement. Pursuant to the contract, the City will continue providing Fire/Rescue Services during a transition period of up to twenty-four (24) months, or until the Town secures another provider, whichever occurs first. During this transition period, the Town is no longer billed a fixed contractual amount but instead reimburses the City for the actual costs incurred in providing Fire/Rescue Services.

The financial impact of this change has been significant. For FY2026, the Town adopted a Fire/Rescue Services budget of \$2,160,000. Through May 2026, expenditures have reached \$1,803,282, and total FY2026 costs are currently projected at approximately \$2.7 million, approximately \$540,000 above the adopted budget.

FY2027 Fire/Rescue Costs

Beginning in FY2027, the Town will be required to enter into a new agreement for both Fire/Rescue Services. Preliminary proposals indicate the combined annual cost of these essential public safety services will be approximately **\$6.5 million**.

Pursuant to Florida law, Emergency Medical Services costs cannot be funded through Fire Assessment revenues. Consequently, only those costs attributable to Fire/Rescue Services may be recovered through the Fire Assessment.

Historically, the Town has allocated the combined cost of Fire/Rescue Services as follows:

- Fire Assessment Fund – **60%**
- General Fund (EMS) – **40%**

Using the projected FY2027 annual cost of approximately \$6.5 million, this allocation would require approximately **\$3.9 million** to be funded through the Fire Assessment Fund.

Fire Assessment

Maintaining the Town's historical 60% Fire Fund / 40% General Fund allocation requires an increase in the Fire Assessment rates to generate sufficient revenues to fund Fire/Rescue Services.

The proposed FY2027 Fire Assessment rates are:

Property Type	Current Rate	Proposed Rate	Increase
Residential	\$ 303.39	\$ 509.70	68%
Commercial	\$0.45 per s.f.	\$0.76 per s.f.	68%

Although this represents a significant increase, it reflects the substantial increase in the cost of providing Fire/Rescue Services and maintains the Town's longstanding funding methodology.

Alternative Funding Option

During the May 13, 2026, Budget Workshop, the Commission discussed whether a greater portion of the Fire/Rescue Services cost could be funded through the General Fund in order to lessen the financial impact on Fire Assessment payers.

One alternative would be to modify the existing allocation methodology from **60% Fire Assessment Fund / 40% General Fund** to **50% Fire Assessment Fund / 50% General Fund**.

Under this alternative:

- Approximately **\$650,000** of recurring annual costs would be shifted from the Fire

Assessment Fund to the General Fund.

- The required Fire Assessment increase would be reduced from approximately **68% to approximately 40%**.
- The proposed Fire Assessment rates would be:

Property Type	Current Rate	Proposed Rate	Increase
Residential	\$ 303.39	\$ 424.75	40%
Commercial	\$0.45 per s.f.	\$0.63 per s.f.	40%

This alternative **does not reduce the Town's overall cost** of providing Fire/Rescue Services. Rather, it reallocates approximately \$650,000 in recurring annual expenditures from the Fire Assessment Fund to the General Fund.

Accordingly, adopting this alternative would represent **a policy decision by the Commission** to shift a larger portion of Fire/Rescue Services costs from Fire Assessment revenues to General Fund revenues. Such a change would reduce the immediate financial impact on Fire Assessment payers but would increase the General Fund's recurring operating obligations and reduce resources available for other municipal services, capital improvements, or future financial flexibility.

Financial Analysis

Staff analyzed multiple Fire Assessment rate scenarios under both allocation methodologies.

The chart below compares the revenues generated under the 60%/40% option with the projected cost of Fire/Rescue Services and identify any remaining funding gap requiring the use of fund balance.

<u>Proposed Annual Expense</u>	<u>Fire Fund Expense</u>	<u>General Fund Expense</u>	<u>Residential Rate</u>	<u>Commercial Rate</u>	<u>Percentage Increase Fire Assessment Fees</u>	<u>Generates in Fire Assessments Revenue</u>	<u>Difference in Revenue and Expense</u>
	<u>60%</u>	<u>40%</u>	\$ 303.39	\$ 0.45			
\$ 6,500,000.00	\$ 3,900,000.00	\$ 2,600,000.00	\$ 379.24	\$ 0.56	25%	\$2,912,142.42	\$ (987,857.58)
			\$ 409.58	\$ 0.61	35%	\$3,146,321.01	\$ (753,678.99)
			\$ 439.92	\$ 0.65	45%	\$3,372,759.40	\$ (527,240.60)
			\$ 470.25	\$ 0.70	55%	\$3,606,873.56	\$ (293,126.44)
			\$ 500.59	\$ 0.74	65%	\$3,833,311.95	\$ (66,688.05)
			\$ 509.70	\$ 0.76	68%	\$3,907,487.17	\$ 7,487.17

This additional chart illustrates the estimated financial impact of the proposed assessment rates on representative commercial property types.

USE CODE	DESCRIPTION	S.F.		RATE	LBTS FIRE ASSESSMENT
39	Commercial-Hotels, motels	6,711	Current	0.45	\$ 3,019.95
			Proposed	0.76	\$ 5,100.36
21	Commercial-Restaurants, cafeterias	9,115	Current	0.45	\$ 4,101.75
			Proposed	0.76	\$ 6,927.40
11	Commercial-Stores-1 Story	4,772	Current	0.45	\$ 2,147.40
			Proposed	0.76	\$ 3,626.72
11	Commercial-Stores-1 Story	2,240	Current	0.45	\$ 1,008.00
			Proposed	0.76	\$ 1,702.40

The chart below compares the revenues generated under the 50%/50% option with the projected cost of Fire/Rescue Services and identifies any remaining funding gap requiring the use of fund balance.

Proposed Annual Expense	Fire Fund Expense	General Fund Expense	Residential Rate	Commercial Rate	Percentage Increase Fire Assessment Fees	Generates in Fire Assessments Revenue	Difference in Revenue and Expense
	50%	50%	\$ 303.39	\$ 0.45			
\$ 6,500,000.00	\$ 3,250,000.00	\$ 3,250,000.00	\$ 379.24	\$ 0.56	25%	\$2,912,142.42	(\$337,857.58)
			\$ 394.41	\$ 0.59	30%	\$3,033,101.81	(\$216,898.19)
			\$ 409.58	\$ 0.61	35%	\$3,146,321.01	(\$103,678.99)
			\$ 424.75	\$ 0.63	40%	\$3,259,540.20	\$9,540.20

This additional chart illustrates the estimated financial impact of the proposed assessment rates on representative commercial property types.

USE CODE	DESCRIPTION	S.F.		RATE	LBTS FIRE ASSESSMENT
39	Commercial-Hotels, motels	6,711	Current	0.45	\$ 3,019.95
			50/50 Option	0.63	\$ 4,227.93
21	Commercial-Restaurants, cafeterias	9,115	Current	0.45	\$ 4,101.75
			50/50 Option	0.63	\$ 5,742.45
11	Commercial-Stores-1 Story	4,772	Current	0.45	\$ 2,147.40
			50/50 Option	0.63	\$ 3,006.36
11	Commercial-Stores-1 Story	2,240	Current	0.45	\$ 1,008.00
			50/50 Option	0.63	\$ 1,411.20

The overall annual cost of Fire/Rescue Services remains approximately \$6.5 million regardless of the funding methodology selected. The Commission's decision is not whether to incur these costs, but rather how those costs will be allocated between the Fire Assessment Fund and the General Fund, while also considering the use of fund balances.

The chart below shows the estimated Fund Balances as of the close of FY2026:

FY27		
PROJECTED FUND BALANCES AND RESERVES		
	Actual 9/30/25	Estimated as of 9/30/26
GENERAL FUND		
Unassigned Fund Balance	\$ 7,064,401	\$ 3,289,542
CAPITAL FUND		
Projects	\$ 2,499,269	\$ 3,753,514
FIRE FUND Balance-Restricted	\$ 1,990,968	\$ 748,226
Public Safety Facility Account	\$ 1,302,303	\$ 1,302,303
PARKING FUND	\$ 6,699,585	\$ 5,806,990
INVESTMENTS		
South State Investment Services	\$ 4,039,551.85	
SBA Florida Prime-Investment	\$ 4,638,986.20	
SBA Trust Fund Pools	\$ 308,582.85	
Total:	\$ 8,987,120.90	

Recommendation: The Resolution has been prepared to authorize the Fire Assessment rates of \$509.70 for residential units and \$0.76 for commercial square footage, in accordance with the Town's past practice of charging 60% of the anticipated fire/rescue services expense to the assessment. If the Commission chooses the alternative of charging only 50% of the anticipated

fire/rescue services expense (\$424.75 for residential units and \$0.63 for commercial square footage) and subsidizing the remainder from the general fund, the Resolution will be modified to implement that decision. The final Fire Assessment rate established in September can be lower than the rate established this evening, but it cannot be higher than tonight's decision.

Staff recommends that the Town Commission approve Resolution 2026-21 establishing the proposed increase to the Fire Assessment rates to ensure sufficient funding for fire/rescue services and compliance with statutory requirements.

Exhibits:

1. Resolution 2026-21 Fire Assessment Fees

RESOLUTION 2026-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN; DESCRIBING THE METHOD OF ASSESSING FIRE PROTECTION ASSESSED COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN'S GEOGRAPHICAL BOUNDARIES, KNOWN AS FIRE PROTECTION ASSESSMENT AREA – TOWNWIDE; ESTABLISHING THE ESTIMATED RATES FOR FIRE PROTECTION SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; PROVIDING FOR A INCREASE IN RATES FOR FIRE PROTECTION SERVICES ; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL FOR FIRE PROTECTION ASSESSMENT AREA – TOWNWIDE; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission adopted Ordinance 2001-477 to provide for the home rule authority of the Town to levy special assessments to fund Fire Protection Services; and

WHEREAS, fire protection assessments have been authorized by the Town Commission in Ordinances 452 and 477, as partially codified in Chapter 8, Article VI of the Town's Code of Ordinances, and Ordinance No. 2004-11 (collectively, the “Ordinance”), which created a single, Townwide Special Assessment Area, and provided for the Town to levy fire protection assessments through one special assessment throughout the geographical boundaries of the Town; and

WHEREAS, in 2004, Government Services Group (“GSG”) prepared an Assessment Program Memorandum (hereinafter the “2004 Assessment Memorandum”), which provided a comprehensive study of the Town’s fire assessment methodology, and established the Town’s fire protection special assessment methodology charging residential uses on a per unit basis and non-

residential uses based on eight rate categories of square footage ranges (the “2004 Methodology”);
and

WHEREAS, in 2007 and 2009 Burton and Associates provided a Fire Service Assessment Study, dated July 31, 2007 and July 20, 2009, respectively, to the Town Commission, which developed the assessment rate structures for the fiscal year beginning October 1, 2007 and October 1, 2009, respectively, utilizing the 2004 Methodology; and

WHEREAS, the Town Commission evaluated the 2004 Methodology, and directed staff to calculate the allocation of fire protection costs by basing the non-residential fire assessment rate on the actual square footage of each non-residential use rather than on the eight categories of square footage ranges of non-residential uses; and

WHEREAS, by adoption of Resolution 2013-28, the Town Commission adopted the methodology for setting the fire assessment rates for non-residential uses based on the actual square footage of the non-residential use; and

WHEREAS, in 2016, GSG prepared an Assessment Program Memorandum which considered the adequacy of the Town’s fire apportionment methodology, the allocation of costs between residential and non-residential uses, current operating expenses, and projected capital spending over the next five years, and provided recommendations for rates; and

WHEREAS, in 2022, Matrix Consulting Group conducted a Fire Services Fee Assessment Analysis, dated July 2022 (hereinafter the “2022 Report”), which considered the adequacy of the Town’s fire apportionment methodology, the allocation of costs between residential and non-residential uses, current operating expenses, and projected capital spending, and provided two options for rates, together with a recommendation to increase such rates based on the increase in

56 budgeted costs to provide for increases in such rates to occur until the next rate study is prepared
57 for the Town; and

58 **WHEREAS**, the first option provided in the 2022 Report, calculates the rates based upon
59 expenses set forth in the current budget, and the second option set forth in the 2022 Report includes
60 the allocable cost related to the new public safety building in addition to the current budgeted
61 expenses; and

62 **WHEREAS**, the Town Commission accepted and applied the second option set forth in
63 the 2022 Report, pursuant to Resolution 2023-37 and as provided therein and established the
64 preliminary assessments to be levied during the fiscal year beginning October 1, 2023, and
65 provided for a maximum rate for both residential and non-residential properties to allow for
66 increases in budgeted costs for future years, which was confirmed and finalized at the public
67 hearing; and

68 **WHEREAS**, the Town contracted with the City of Pompano Beach to provide Fire
69 Protection services beginning on September 1, 2023 at an annual cost of \$1,400,000.00, which
70 includes fire protection services and emergency medical services (hereinafter, the “Fire Service
71 Contract”); and

72 **WHEREAS**, the Town has been provided notice of termination under the Fire Service
73 Contract by the City of Pompano Beach; and

74 **WHEREAS**, pursuant to the Fire Service Contract, the then pending term of the Fire
75 Services Contract is deemed automatically extended for a period of 24 months or until the Town
76 is capable of rendering such level of Fire Services, whichever occurs sooner ; and

77 **WHEREAS**, the Fire Services Contract provides that during the transition period, the
78 consideration for such service provided under the Fire Services Contract shall be based on the
79 actual costs incurred during such period; and

80 **WHEREAS**, it is estimated that the actual costs of providing the services under the Fire
81 Services Contract will be in excess of the five percent (5%) increase in Fire Protection Special
82 Assessment authorized for Fiscal Year beginning on October 1, 2026; and

83 **WHEREAS**, the Town Commission desires to re-impose the Fire Protection Special
84 Assessment for Fiscal Year beginning on October 1, 2026 in an amount necessary to cover the
85 actual cost of providing the service

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

88 **Section 1. Recitals.** The foregoing “Whereas” clauses are hereby ratified and
89 confirmed by the Town Commission and incorporated herein.

90 **Section 2. Authority.** This Resolution is adopted pursuant to the provisions of the
91 Ordinance, Sections 166.021 and 166.041, Florida Statutes, Resolution 2004-15, as amended by
92 Resolution 2013-28 (collectively, the “Initial Assessment Resolution”), and other applicable
93 provisions of law.

94 **Section 3. Purpose and Definitions.** This Resolution constitutes the Preliminary Rate
95 Resolution as defined in the Ordinance, which initiates the annual process for updating the
96 Assessment Roll and directs the re-imposition of a Fire Protection Special Assessment for the
97 fiscal year beginning October 1, 2026. This Resolution provides the procedures and standards for
98 the imposition of a Fire Protection Special Assessment within the geographical boundaries of the

Town, defined in the Ordinance as Fire Protection Special Assessment Area – Townwide. All capitalized words and terms shall have the meanings set forth in the Ordinance and the Initial Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

Section 4. Area to be Assessed for Fire Protection Services. This Preliminary Assessment Resolution is directed toward the levy and collection of a Fire Protection Special Assessment within the area defined in the Ordinance as Fire Protection Special Assessment Area – Townwide, as legally described therein and in the Initial Assessment Resolution.

Section 5. Provision and Funding of Fire Protection Services.

(A) Upon the imposition of Fire Protection Assessments for the fire protection services, facilities, or programs against Assessed Property located within Fire Protection Special Assessment Area – Townwide, the Town shall continue to provide fire protection services to such Assessed Property through the contract with the City of Pompano Beach, which assumed the duties of the fire protection services through an Agreement, dated July 13, 2023, as amended, with the Town, which notice of termination has been provided to the Town by the City of Pompano. The City of Pompano shall continue providing such fire protection services for a period of 24 months or until the City is capable of rendering such services. A portion of the cost to provide such fire protection services, facilities, or programs shall be funded from proceeds of the Fire Protection Assessments. The remaining costs required to provide fire protection services, facilities, and programs shall be funded by available Town revenues other than Fire Protection Assessment proceeds. No Emergency Medical Services (“EMS”) costs shall be funded by the Fire Protection Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within Fire Protection Assessment Area – Townwide will be benefited by the Town's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

Section 6. Imposition and Computation of Fire Protection Assessments. Fire Protection Assessments shall be imposed against all Tax Parcels within the Property Use Categories on an annual basis pursuant to the procedures set forth in the Ordinance. Fire Protection Assessments shall be computed in the manner set forth in this Preliminary Assessment Resolution. The various property use categories are listed in Appendix “A”.

Section 7. Legislative Determinations of Special Benefit and Fair Apportionment. It is hereby ascertained and declared that the Fire Protection Assessed Costs provide a special benefit to the Assessed Property based upon the legislative determinations of special benefit, as well as the authority for the Town to levy the special assessment, ascertained and declared within the Ordinance and the Initial Assessment Resolution, which are hereby ratified and confirmed, and incorporated herein.

Section 8. Cost Apportionment Methodology. The Cost Apportionment as explained in the Initial Assessment Resolution is affirmed and incorporated herein by reference.

Section 9. Parcel Apportionment Methodology.

(A) The apportionment among Tax Parcels of that portion of the Fire Protection Assessed Costs apportioned to each Property Use Category under the Cost Apportionment shall be consistent with the Parcel Apportionment methodology described and determined in Appendix

“C”, which Parcel Apportionment methodology is hereby approved, adopted, and incorporated into this Preliminary Assessment Resolution by reference.

(B) It is hereby acknowledged that the Parcel Apportionment methodology described and determined in Appendix “C” is to be applied in the calculation of the estimated Fire Protection Special Assessment rates established in Section 10 of this Preliminary Assessment Resolution.

Section 10. Establishment of Fire Protection Assessed Costs; Establishment of Preliminary Fire Protection Special Assessments.

(A) The Fire Protection Assessed Costs to be assessed and apportioned among benefited parcels within Fire Protection Special Assessment Area – Townwide pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year beginning October 1, 2026, is the amount established in the Estimated Fire Protection Assessment Rate Schedule, attached hereto as Appendix “B.” The approval of the Estimated Fire Protection Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Fire Protection Assessed Costs. The remainder of such Fiscal Year budget for fire protection services, facilities, and programs, and all costs of EMS, shall be funded from available Town revenue other than Fire Protection Assessment proceeds. No EMS costs shall be funded through Fire Protection Assessment proceeds.

(B) The estimated Fire Protection Assessments specified in the Estimated Fire Protection Assessment Rate Schedule are hereby established to fund the specified Fire Protection Assessed Costs determined to be assessed in Fire Protection Special Assessment Area – Townwide in the Fiscal Year for October 1, 2026.

(C) The estimated Fire Protection Special Assessments established in this Preliminary Assessment Resolution shall be the estimated assessment rates applied in the preparation of the Preliminary Assessment Roll for the Fiscal Year beginning on October 1, 2026, as provided in Section 11 of this Preliminary Assessment Resolution.

Section 11. Assessment Roll.

(A) The Town Manager, or designee, is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2026, in the manner provided in the Ordinance. The Assessment Roll shall include all Tax Parcels within the Property Use Categories. The Assessment Roll shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Ordinance, and documentation related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Special Assessments, and the preliminary Assessment Roll shall be maintained on file in the office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that a preliminary Assessment Roll be in printed form if the amount of the Fire Protection Special Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(B) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Special Assessments for fire protection services as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within Fire Protection Special

Assessment Area – Townwide, and ensures that no property is assessed an amount greater than the benefit it receives from Fire Services provided by the Town.

Section 12. Authorization of Public Hearing. There is hereby established a public hearing to be held at 5:01 p.m., on September 14, 2026, in Town Commission Chambers, 4505 Ocean Drive, Lauderdale-by-the-Sea, Florida 33308, at which time the Town Commission will receive and consider any comments from the public and affected property owners on the Fire Protection Assessments within Fire Protection Assessment Area – Townwide, and consider imposing Fire Protection Assessments, and collecting such assessments on the same bill as ad valorem taxes.

Section 13. Notice by Publication. The Town Clerk shall publish a notice of the public hearing authorized by Section 12 hereof, in the manner and time provided within the Ordinance. The notice shall be published no later than August 25, 2026, in substantially the form attached hereto as Appendix “D”.

Section 14. Notice by Mail. The Town Clerk shall ensure that proper and timely notice is provided to the Owners of Assessed Property through use of the TRIM notices forwarded by the Property Appraiser's Office to Property Owners within the Fire Protection Special Assessment Area – Townwide within the Town in a manner consistent with the requirements of the Ordinance.

Section 15. Proof of Notice. The Town Manager, or his or her designee, may provide proof of such notice by affidavit, if any is required pursuant to the Ordinance or Resolution.

Section 16. Application of Assessment Proceeds. Proceeds derived by the Town from the Fire Protection Special Assessments will be utilized for the provision of fire protection services, facilities, and programs. No proceeds shall be used to fund EMS.

208 **Section 17.** **Partial Year Assessment.** Partial Year Assessments are hereby imposed
209 upon all property for which a certificate of occupancy is issued, as authorized by and provided in
210 the Ordinance.

211 **Section 18.** **Conflict.** All resolutions or parts of resolutions in conflict herewith are
212 hereby repealed to the extent of such conflict.

213 **Section 19.** **Severability.** If any clause, section, other part or application of this
214 Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part
215 or application, it shall not affect the validity of the remaining portions or applications of this
216 Resolution.

217 **Section 20.** **Effective Date.** This Resolution shall become effective immediately upon
218 its passage and adoption.

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PASSED AND ADOPTED this 14th day of July, 2026.

MAYOR EDMUND MALKOON

ATTEST

Melissa Vasami, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

APPENDIX A

FIXED PROPERTY USE CODES

Fixed Property Use Code	Description	Category
000	FIXED PROP USE UNDETERMINED	NON-SPECIFIC
100	UNKNOWN OTHER	NON-SPECIFIC
110	FIXED USE RECREATION, OTHER	COMMERCIAL
111	BOWLING ESTABLISHMENT	COMMERCIAL
112	BILLIARD CENTER	COMMERCIAL
113	AMUSEMENT CENTER	COMMERCIAL
114	ICE RINK	COMMERCIAL
115	ROLLER RINK	COMMERCIAL
116	SWIMMING FACILITY	COMMERCIAL
120	VARIABLE USE AMUSEMENT/RECREATION	COMMERCIAL
121	BALLROOM, GYMNASIUM	COMMERCIAL
122	EXHIBITION HALL	COMMERCIAL
123	ARENA/STADIUM	COMMERCIAL
124	PLAYGROUND	COMMERCIAL
129	AMUSEMENT CENTER INDOOR/OUTDOOR	COMMERCIAL
130	PLACES OF WORSHIP, CHURCH, FUNERAL PARLOR	INSTITUTIONAL
131	CHURCH/CHAPEL	INSTITUTIONAL
134	FUNERAL PARLOR/CHAPEL	COMMERCIAL
140	CLUBS, OTHER	COMMERCIAL
141	ATHLETIC CLUB/YMCA	INSTITUTIONAL
142	CLUB HOUSE	COMMERCIAL
143	YACHT CLUB	COMMERCIAL
144	CASINO, GAMBLING CLUBS	COMMERCIAL
150	PUBLIC, GOVT, OTHER	INSTITUTIONAL
151	LIBRARY	INSTITUTIONAL
152	MUSEUM, ART GALLERY	INSTITUTIONAL
154	MEMORIAL STRUCTURE, MONUMENT	INSTITUTIONAL
155	COURT ROOM	INSTITUTIONAL
160	EATING/DRINKING PLACES	COMMERCIAL
161	RESTAURANT	COMMERCIAL
162	NIGHTCLUB	COMMERCIAL
170	TERMINALS OTHER	COMMERCIAL
171	AIRPORT TERMINAL	COMMERCIAL
173	BUS TERMINAL	COMMERCIAL
174	STREET LEVEL RAIL TERMINAL	COMMERCIAL
180	THEATER, STUDIO OTHER	COMMERCIAL
181	PERFORMANCE THEATER	COMMERCIAL
182	AUDITORIUM, CONCERT HALL	COMMERCIAL
183	MOVIE THEATER	COMMERCIAL
185	RADIO, TV STUDIO	COMMERCIAL
186	MOVIE STUDIO	COMMERCIAL
200	EDUCATIONAL PROPERTY OTHER	INSTITUTIONAL
210	SCHOOLS NON-ADULT OTHER	INSTITUTIONAL

Fixed Property Use Code	Description	Category
211	PRE-SCHOOL	INSTITUTIONAL
213	ELEMENTARY SCHOOL	INSTITUTIONAL
215	HIGH SCHOOL/JR HIGH/MIDDLE SCHOOL	INSTITUTIONAL
241	COLLEGE/UNIVERSITY	INSTITUTIONAL
254	DAY CARE-IN COMMERCIAL PROPERTY	COMMERCIAL
255	DAY CARE-IN RESIDENCE-LICENSED	COMMERCIAL
256	DAY CARE-IN RESIDENCE-UNLICENSED	COMMERCIAL
300	HEALTHCARE/DETENTION OTHER	INSTITUTIONAL
311	CARE OF THE AGED/NURSING STAFF	NURSING HOMES
321	MENTAL RETARDATION/DEVELOPMENT DISABILITY FACILITY	COMMERCIAL
322	ALCOHOL/SUBSTANCE ABUSE RECOVERY CENTER	INSTITUTIONAL
323	ASYLUM/MENTAL INSTITUTION	INSTITUTIONAL
331	HOSPITAL-MEDICAL/PSYCHIATRIC	INSTITUTIONAL
332	HOSPICES	INSTITUTIONAL
340	CLINICS, OTHER	INSTITUTIONAL
341	CLINIC, CLINIC-TYPE INFIRMARY	INSTITUTIONAL
342	DOCTOR/DENTIST/SURGEONS OFFICE	COMMERCIAL
343	HEMODIALYSIS UNIT	INSTITUTIONAL
361	JAIL/PRISON - NOT JUVENILE	INSTITUTIONAL
363	REFORMATORY, JUVENILE DETENTION CENTER	INSTITUTIONAL
365	POLICE STATION	INSTITUTIONAL
400	RESIDENTIAL OTHER	RESIDENTIAL
419	ONE- AND TWO-FAMILY DWELLING	RESIDENTIAL
429	MULTI-FAMILY DWELLINGS	MULTI-FAMILY
439	ROOMING, BOARDING, RESIDENTIAL HOTELS	MULTI-FAMILY
449	HOTELS, MOTELS, INNS, LODGES	HOTEL/MOTEL
459	RESIDENTIAL BOARD AND CARE	NURSING HOMES
460	DORMITORIES OTHER	INSTITUTIONAL
462	FRATERNITY, SORORITY HOUSE	INSTITUTIONAL
464	MILITARY BARRACKS/DORMITORY	MULTI-FAMILY
500	MERCANTILE PROPERTIES OTHER	COMMERCIAL
511	CONVENIENCE STORE	COMMERCIAL
519	FOOD, BEVERAGE SALES, GROCERY STORE	COMMERCIAL
529	TEXTILE, WEARING APPAREL SALES	COMMERCIAL
539	HOUSEHOLD GOODS SALES, REPAIRS	COMMERCIAL
549	SPECIALTY SHOPS	COMMERCIAL
557	BARBER, BEAUTY SHOP, PERSONAL SERVICES	COMMERCIAL
559	RECREATIONAL, HOBBY, HOME SALES, PET STORE	COMMERCIAL
564	SELF-SERVICE LAUNDRY/DRY CLEANING	COMMERCIAL
569	PROFESSIONAL SUPPLIES	COMMERCIAL
571	SERVICE STATION	COMMERCIAL
579	MOTOR VEHICLE, BOAT SALES/SERVICE/REPAIRS	COMMERCIAL
580	GENERAL ITEM STORES, OTHER	COMMERCIAL
581	DEPARTMENT STORE	COMMERCIAL
592	BANK W/FIRST STORY BANKING FACILITY	COMMERCIAL
593	MEDICAL, RESEARCH, SCIENTIFIC OFFICE	COMMERCIAL
596	POST OFFICE OR MAILING FORMS	INSTITUTIONAL

Fixed Property Use Code	Description	Category
599	BUSINESS OFFICES	COMMERCIAL
600	BASIC INDUSTRY, UTILITY, DEFENSE OTHER	INDUSTRIAL/WAREHOUSE
610	ENERGY PRODUCTION, OTHER	INDUSTRIAL/WAREHOUSE
614	STEAM, HEAT ENERGY PLANT	INDUSTRIAL/WAREHOUSE
615	ELECTRIC GENERATING PLANT	INDUSTRIAL/WAREHOUSE
629	LABORATORIES	INDUSTRIAL/WAREHOUSE
631	NATIONAL DEFENSE SITE/MILITARY SITE	INSTITUTIONAL
635	COMPUTER, DATA PROCESSING CNTR	INDUSTRIAL/WAREHOUSE
639	COMMUNICATIONS CENTER	INDUSTRIAL/WAREHOUSE
640	UTILITY, ENERGY DISTRIBUTION CNTR OTHER	INDUSTRIAL/WAREHOUSE
642	ELECTRIC TRANSMISSION DISTIB. SYSTEM	INDUSTRIAL/WAREHOUSE
644	GAS DISTRIBUTION SYSTEM, PIPELINE	INDUSTRIAL/WAREHOUSE
645	FLAMMABLE LIQUID SYSTEM, PIPELINE	INDUSTRIAL/WAREHOUSE
647	WATER UTILITY	INDUSTRIAL/WAREHOUSE
648	SANITARY SERVICE	INDUSTRIAL/WAREHOUSE
655	CROPS, ORCHARDS	AGRICULTURAL
659	LIVESTOCK PRODUCTION	AGRICULTURAL
669	FOREST, TIMBERLAND	AGRICULTURAL
679	MINING, QUARRYING/NATURAL RAW MATERIALS	INDUSTRIAL/WAREHOUSE
700	MANUFACTURING PROPERTY, PROCESSING	INDUSTRIAL/WAREHOUSE
800	STORAGE PROPERTY OTHER	INDUSTRIAL/WAREHOUSE
807	OUTSIDE MATERIAL STORAGE AREA	INDUSTRIAL/WAREHOUSE
808	SHED	NON-SPECIFIC
816	GRAIN ELEVATORS, SILO	AGRICULTURAL
819	LIVESTOCK, POULTRY STORAGE	AGRICULTURAL
839	REFRIGERATED STORAGE	INDUSTRIAL/WAREHOUSE
849	OUTSIDE STORAGE TANK	INDUSTRIAL/WAREHOUSE
880	VEHICLE STORAGE; OTHER	INDUSTRIAL/WAREHOUSE
881	RESIDENTIAL PARKING STORAGE	INDUSTRIAL/WAREHOUSE
882	GENERAL VEHICLE PARKING GARAGE	INDUSTRIAL/WAREHOUSE
888	FIRE STATIONS	INSTITUTIONAL
891	GENERAL WAREHOUSE	INDUSTRIAL/WAREHOUSE
898	WHARF, PIER	INDUSTRIAL/WAREHOUSE
899	RESIDENTIAL OR SELF STORAGE UNITS	INDUSTRIAL/WAREHOUSE
900	OUTSIDE, SPECIAL PROPERTIES; OTHER	NON-SPECIFIC
919	DUMP SANITARY LANDFILL	NON-SPECIFIC
921	BRIDGE, TRESTLE	NON-SPECIFIC
922	TUNNEL	NON-SPECIFIC
926	OUTBUILDING, EXCLUDING GARAGE	NON-SPECIFIC
931	OPEN LAND, FIELD	VACANT
935	CAMPSITE WITH UTILITIES	RESIDENTIAL
936	VACANT LOT	VACANT
937	BEACH	NON-SPECIFIC
938	GRADED AND CARED FOR PLOTS OF LAND	AGRICULTURAL
941	IN OPEN SEA, TIDAL WATERS	NON-SPECIFIC
946	LAKE/RIVER/STREAM	NON-SPECIFIC
940	WATER AREAS, OTHER	NON-SPECIFIC

Fixed Property Use Code	Description	Category
951	RAILROAD RIGHT OF WAY	NON-SPECIFIC
952	SWITCH YARD, MARSHALLING YARD	NON-SPECIFIC
960	STREET, OTHER	NON-SPECIFIC
961	DIVIDED HIGHWAY, HIGHWAY	NON-SPECIFIC
962	PAVED PUBLIC STREET, RESIDENTIAL	NON-SPECIFIC
963	PAVED PRIVATE STREET, COMMERCIAL	NON-SPECIFIC
965	UNCOVERED PARKING AREA	NON-SPECIFIC
972	AIRCRAFT RUNWAY	COMMERCIAL
973	TAXIWAY/UNCOV PARK/MAINT AREA	COMMERCIAL
974	AIRCRAFT LOADING AREA	COMMERCIAL
981	CONSTRUCTION SITE	NON-SPECIFIC
982	OIL, GAS FIELD	NON-SPECIFIC
983	PIPELINE, POWER LINE RIGHT OF WAY	NON-SPECIFIC
984	INDUSTRIAL PLANT YARD	INDUSTRIAL/WAREHOUSE
NNN	NONE	NON-SPECIFIC
UUU	UNDETERMINED	NON-SPECIFIC

APPENDIX B

ESTIMATED FIRE PROTECTION ASSESSMENT RATE SCHEDULE IN FIRE PROTECTION ASSESSMENT AREA - TOWNWIDE

SECTION B-1. DETERMINATION OF FIRE PROTECTION ASSESSED COSTS IN FIRE PROTECTION ASSESSMENT AREA - TOWNWIDE. The estimated Fire Protection Assessed Costs to be assessed within Fire Protection Assessment Area – Townwide for the Fiscal Year commencing October 1, 2026 is approximately \$3,907,487.17.

SECTION B-2. ESTIMATED FIRE PROTECTION ASSESSMENTS. The estimated Fire Protection Assessments to be assessed and apportioned among benefited parcels within Fire Protection Assessment Area – Townwide pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for fire protection services in Fire Protection Special Assessment Area – Townwide for the Fiscal Year commencing October 1, 2026, are hereby established as follows:

CATEGORY	RATE/UNIT
RESIDENTIAL	\$509.70 per residential unit
NON-RESIDENTIAL	\$0.76 per bldg. square foot

APPENDIX C

PARCEL APPORTIONMENT METHODOLOGY

The Cost Apportionment to each Property Use Category and to Mixed Use Property shall be apportioned among the tax parcels within each Property Use Category and to Mixed Use Property Tax Parcels as follows:

SECTION C-1. RESIDENTIAL PROPERTY. Calls to single-family residential, mobile home, and multi-family parcels were aggregated into one “residential” category. The Fire Protection Assessment for each Tax Parcel of Residential Property shall be computed by multiplying the demand Percentage attributable to Residential Property by the Fire Protection Assessed Costs, dividing such product by the total number of Dwelling Units shown on the Tax Roll within the Town, and then multiplying such quotient by the number of dwelling Units located on such Tax Parcel. The sum of the Fire Assessment so assigned to Residential parcels is the Fire Service Assessment revenue that will be received from said parcels.

SECTION C-2 NON-RESIDENTIAL PROPERTY. The Fire Protection Assessments for each Building of Non-Residential Property shall be computed as follows:

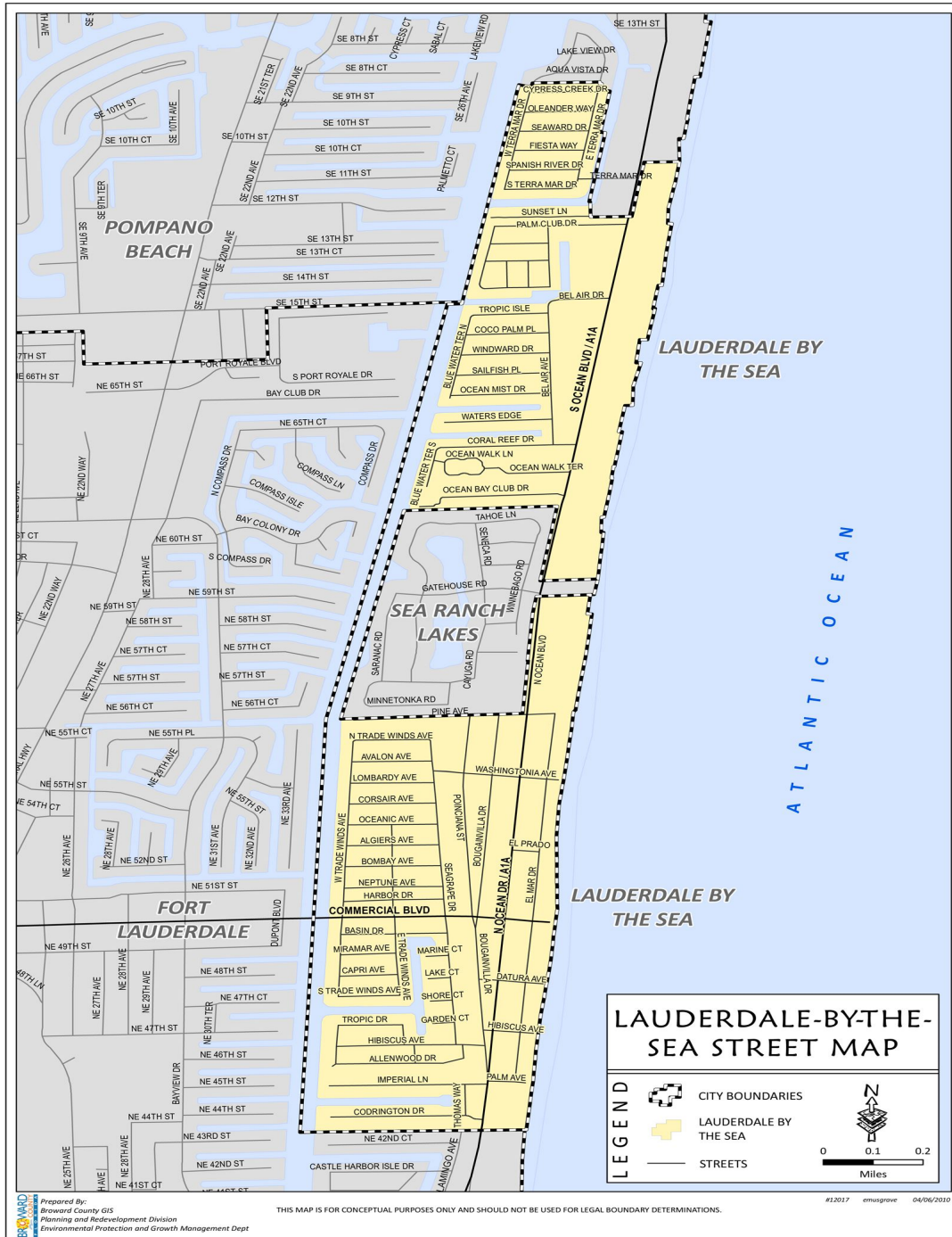
The Fire Protection Assessments for each Building of Non-Residential Property shall be computed by multiplying the building square footage as reflected in the Property Appraiser’s Office by the fire assessment rate established by the Town Commission.

SECTION C-3. MIXED USE PROPERTY. The Fire Protection Assessments for each Tax Parcel classified in two or more Property Use categories shall be the sum of the Fire Protection Assessments computed for each Property Use category.

APPENDIX D

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 25, 2026.



[FIRE PROTECTION ASSESSMENT AREA – TOWNWIDE]

**NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS**

Notice is hereby given that the Town Commission of the TOWN OF LAUDERDALE-BY-THE-SEA will conduct a public hearing to consider imposing fire protection special assessments for the provision of fire protection services within the geographical boundaries of the Town of Lauderdale-By-The-Sea, legally referred to as “Fire Protection Special Assessment Area – Townwide.”

The hearing will be held at 5:01 p.m. on September 14, 2026, in the Town Commission Chambers, 4505 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Town Commission within 20 days of this notice. If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk's office at (954) 640-4200 at least two days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment schedule.

CATEGORY	RATE
RESIDENTIAL	\$509.70 per unit
NON-RESIDENTIAL	\$0.76 per bldg. square foot

Copies of the Fire Protection Assessment Ordinance, Preliminary Assessment Resolution and the preliminary Assessment Roll are available for inspection at the Town Clerk's office, Town Hall, located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2026, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Town Clerk at (954) 640-4200, Monday through Friday between 9:00 a.m. and 4:00 p.m.

TOWN CLERK OF LAUDERDALE-BY-THE-SEA



Town Commission Agenda Item Report

Meeting Date: July 14, 2026

Submitted By: Chris Lips, Public Works Director

Submitting Department: Public Works

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

RESOLUTION 2026-22: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) AND THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING EXECUTION AND DISTRIBUTION OF THE FIRST AMENDMENT AND SECOND AMENDMENT; AUTHORIZING ANY NON-SUBSTANTIVE REVISIONS TO THE AMENDMENTS REQUESTED BY THE AUTHORITY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Explanation:

On June 27, 2023, the Town approved an Interlocal Agreement (ILA) with Broward County and 27 other municipalities establishing the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (BCSWA). Following execution by Broward County, the ILA became effective on August 16, 2023.

The BCSWA was established to address Broward County's long-term solid waste challenges, including increasing waste generation, the anticipated closure of the County's only Class I landfill at the end of 2026, limited waste-to-energy capacity, and declining regional recycling rates.

Under the terms of the ILA, participating municipalities are required to approve a Facilities Amendment within thirty-six (36) months of the ILA's effective date or be deemed to have withdrawn from the Authority. On March 20, 2026, the BCSWA Governing Board approved the Facilities Amendment, and on April 17, 2026, adopted a 40-year Master Plan to reduce landfill dependence, expand recycling and resource recovery, optimize existing infrastructure, and improve regional coordination and financial sustainability.

The Facilities Amendment will become effective upon approval by Broward County and

municipalities representing at least eighty percent (80%) of the population of the participating municipalities. The Town must submit its approving resolution no later than August 16, 2026.

The proposed Second Amendment establishes procedures for participating municipalities to withdraw from the Authority. The first opportunity to opt out will occur within forty-five (45) days following the recommendation of award for the Authority's long-term contracts, currently anticipated between October 1, 2027, and November 15, 2027. A second opportunity to withdraw will occur in 2048, twenty-five (25) years after the ILA became effective.

Approval of the attached resolution authorizes the Town to approve both amendments to the ILA, allowing the Town to remain a participating member of the BCSWA.

History

In 2013, the Town, along with several other municipalities, filed a lawsuit against Broward County regarding the equitable distribution of assets remaining after the dissolution of the Resource Recovery Board (RRB), styled *City of Sunrise, et al. v. Broward County*, 17th Judicial Circuit Court Case No. CACE-13-015660 (the "RRB Lawsuit").

In 2015, the Town, Broward County, and the other plaintiff municipalities reached a settlement under which the municipalities collectively received more than \$32 million. The Settlement Agreement also required the parties to use their best efforts and take all reasonable steps to sell the property known as Alpha 250, with the sale proceeds to be distributed among the participating municipalities in accordance with the agreement.

On April 25, 2023, the Town Commission approved an Interlocal Agreement with Broward County and participating municipalities to establish a regional framework for solid waste disposal and recyclable materials processing. Following Broward County's adoption of additional revisions, the Town approved the revised ILA on June 27, 2023.

On May 26, 2026, representatives of the Broward County Solid Waste Authority presented the current state of solid waste management in Broward County, including regional challenges, long-term goals, the Authority's strategic direction, and the approval requirements for participating municipalities. The Facilities Amendment and Second Amendment must be approved by the Town no later than August 16, 2026.

Recommendation:

Approve Resolution 2026-22 approving the First Amendment (Facilities Amendment) and the Second Amendment to the Interlocal Agreement for the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, thereby authorizing the Town to remain a participating member of the Authority.

Exhibits:

1. Reso 2026-22 Approving Facilities Amendment and Second Amendment to Solid Waste ILA 6.22.26
2. Exhibit "A" - First Facilities Amendment
3. Exhibit "B" - Second Amendment

RESOLUTION NO. 2026-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) AND THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING EXECUTION AND DISTRIBUTION OF THE FIRST AMENDMENT AND SECOND AMENDMENT; AUTHORIZING ANY NON-SUBSTANTIVE REVISIONS TO THE AMENDMENTS REQUESTED BY THE AUTHORITY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea has previously entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the “ILA”) among Broward County, Florida (the “County”) and twenty-eight municipalities in Broward County (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively with the County, the “Parties,” and each individually a “Party”) by adopting Resolution 2023-26, effective as of August 16, 2023 (“ILA Effective Date”), that created the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (the “Authority”); and

WHEREAS, the residents, businesses and tourists in Broward County generate 5,000,000 tons of solid waste annually, or 20,000 pounds per minute, double the national average per person; and

WHEREAS, commissioned studies project that the amount of future solid waste generation in Broward County will increase by almost 50 percent over the next 40 years; and

31 **WHEREAS**, the single existing Class I landfill in Broward County currently available for
32 disposal of solid waste is reaching capacity, and will stop accepting Class I waste for disposal at
33 the end of this year; and

34 **WHEREAS**, since the 2013 dissolution of the Resource Recovery System (which had been
35 governed by the Resource Recovery Board), the municipalities and the County have failed to
36 achieve the 75% statutory recycling goal, instead the County recycling rate is approximately 30%;
37 and

38 **WHEREAS**, even for those municipalities that are participating in recycling efforts, the
39 contamination rates are far too high, resulting in less recycling and increased direct costs to the
40 municipalities that are paid by their residents; and

41 **WHEREAS**, following the dissolution of the Resource Recovery System and Resource
42 Recovery Board, each of the 31 municipalities and the County (for the unincorporated area) were
43 on their own to manage solid waste disposal and recycling, resulting in variability of costs and
44 disposal services; and

45 **WHEREAS**, the Solid Waste Working Group and subsequently the Authority have
46 analyzed waste composition, waste generation, existing disposal capacity, and areas where
47 significant improvements in solid waste management would yield economies of scale that are
48 expected to result in lower processing and disposal costs, in order to achieve necessary goals of
49 reduction, reuse and recycling to conserve needed disposal capacity; and

50 **WHEREAS**, the Governing Board of the Authority, on April 17, 2026, adopted a Master
51 Plan that will enable the Parties to work collaboratively, for at least the next 40 years, to implement
52 a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan

and approach to reduction, reuse, recycling, and disposal of solid waste generated in the County;
and

WHEREAS, the Master Plan outlines strategic actions across several key areas:

- Establishing a waste management system throughout the County that decreases dependency on landfill and waste-to-energy and reduces the risk of market-driven unpredictability of costs for ILA members,
- Ensuring all Parties benefit from streamlined operations, improved access to services, and meaningful participation in long-term decision-making,
- Promoting a circular economy that maximizes the diversion of solid waste from the waste stream into beneficial uses that support domestic supply chains and manufacturing while reducing the reliance on and extraction of virgin natural resources,
- Reducing waste generation through a robust education and outreach program, behavior change, and incentives for circular economy practices,
- Expanding recovery and recycling with construction and demolition (C&D) debris and mandatory commercial recycling ordinances, implementing curbside source-separated yard trash processing, and developing convenience recycling drop-off facilities to protect current and future disposal capacity and maximize value from recovered solid waste commodities for the benefit of ILA members,
- Optimizing the use of existing public and private infrastructure in the most economical and efficient manner, while identifying the potential for new facility needs for transfer, processing, and disposal over the long term so as to achieve the goals of financial transparency, predictability and savings,
- Improving governance and financial stability via flow control mechanisms, assessment models, and regional policy and service harmonization; and

WHEREAS, the single existing waste-to-energy plant located in Broward County is at capacity and is unable to accept any additional solid waste; and

WHEREAS, the County and its municipalities face a solid waste crisis based upon projected increases in the generation of solid waste; and

89 **WHEREAS**, in order for the Authority to continue in existence, the ILA requires the
90 adoption of a First Amendment to the ILA (the “Facilities Amendment”) within thirty-six months
91 of the ILA Effective Date as part of the Formation Conditions of the Authority, all as defined in
92 the ILA; and

93 **WHEREAS**, as part of the Formation Conditions, each Municipal Party’s elected body has
94 one hundred twenty days to adopt and deliver to the Authority a resolution approving the Facilities
95 Amendment; and

96 **WHEREAS**, in order for the Facilities Amendment to be effective, it must be approved by
97 the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total
98 population of the Municipal Parties; and (b) the County by August 15, 2026; and

99 **WHEREAS**, on March 20, 2026, the Governing Board of the Authority voted to
100 recommend the First Amendment to the ILA, which is attached hereto as Exhibit “A” to this
101 Resolution (the “Facilities Amendment”); and

102 **WHEREAS**, the Town Commission of the Town of Lauderdale-By-The-Sea deems it to
103 be in the best interest of the Town to support the Master Plan, to continue to be a Municipal Party
104 of the Authority, and to approve the Facilities Amendment; and

105 **WHEREAS**, the Executive Committee and Governing Board have each unanimously also
106 recommended a Second Amendment to the ILA, to be effective after the Facilities Amendment is
107 effective, that would provide for two separate options for Parties to withdraw from the ILA, the
108 first option to be exercised by the governing body of the Party by adopting a resolution approving
109 the withdrawal of such Party from the ILA and it is delivered to the Authority within 45 days after
110 the Executive Committee recommends the award of contracts resulting from the RFP process for
111 yard trash processing, recyclable material processing and municipal solid waste disposal, which

recommendations shall be made no earlier than October 1, 2027 and no later than November 15, 2027 (which dates may be extended by majority vote of the Governing Board) and a second option for Parties to withdraw on the date that is twenty-five (25) years after the Effective Date (August 16, 2048), provided that such withdrawing Party's governing body adopts a resolution approving the withdrawal of such Party from the ILA and it is delivered to the Authority prior to August 16, 2047; and

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea deems it to be in the best interest of the Town to support providing the two separate options for Parties to withdraw from the ILA described above in the Second Amendment; and

WHEREAS, those Parties, including the County, that timely deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment are hereinafter referred to as the "Remaining Parties"; and

WHEREAS, the ILA provides in Section 16.1.3. that any amendment to the ILA that substantively modifies any of the provisions, or that concerns any of the subjects listed in such section, will not be effective unless approved by every Party's elected body; and

WHEREAS, Section 16.1.3.2 lists Article 4 (Duration) as one of the provisions that require approval of every Party to the ILA; and

WHEREAS, the Parties intend for the Second Amendment to be effective after the Facilities Amendment is effective and thus requires approval by the elected bodies of all of the Remaining Parties, including the County; and

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea deems it to be in the best interest of the Town to support the Master Plan, to continue to be a Municipal Party

of the Authority, and to approve both the Facilities Amendment and the Second Amendment as provided herein.

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 above is true and correct and herein incorporated by this reference.

Section 2. Facilities Amendment Approval. The Facilities Amendment attached hereto as Exhibit “A” is approved.

Section 3. Second Amendment Approval. The Second Amendment attached hereto as Exhibit “B” is approved.

Section 4. Authorization to Execute and Distribute. The appropriate Town officials are authorized and directed to execute the Facilities Amendment and the Second Amendment and to send a copy of this Resolution, the executed Facilities Amendment, and the executed Second Amendment to the Authority.

Section 5. Authorization for Non-Substantive Revisions. The appropriate Town officials are further authorized to execute a revised version of the Facilities Amendment and/or the Second Amendment, if requested by the Authority, so long as the revised Facilities Amendment and/or Second Amendment is substantively the same as Exhibit “A” and/or Exhibit “B,” as applicable, and includes only non-substantive changes that are acceptable to the Town Manager and approved as to form and legality by the Town Attorney, and to send such revised Facilities Amendment and/or Second Amendment to the Authority.

Section 6. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Severability. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 8. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this ____ day of _____, 2026.

Mayor Edmund Malkoon

Attest:

Melissa Vasami, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

This First Amendment (“Facilities Amendment”) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) is entered into by and among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Amendment pursuant to the ILA’s terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

RECITALS

A. The Parties entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) to form an independent special district known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“Authority”), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

B. The ILA became effective on August 16, 2023 (“ILA Effective Date”). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. This Facilities Amendment, as defined in Section 3.3 of the ILA, is adopted pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, the Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA.

D. As further described in Section 3.3 of the ILA, the purpose of the Facilities Amendment is to: (i) provide long-term contingency plans for waste disposal; (ii) address the use and disposition of Authority facilities and assets in the event of a Wind Down; and (iii) ensure the orderly and efficient allocation of services during that process. The Facilities Amendment reflects lessons from the prior regional solid waste system established in 1986 (the Broward Solid Waste Disposal District governed by the Resource Recovery Board), which dissolved in 2013 and gave rise to asset disputes and litigation that was eventually resolved by settlement in 2015. Through the Facilities Amendment, the Parties seek to avoid similar conflicts by clearly defining procedures for the use and disposition of Authority assets.

E. Consistent with the purposes listed above, this Facilities Amendment is designed to protect public funds and preserve investments in public infrastructure. The Facilities Amendment defines the facilities the Authority may own and operate, establishes standards for open and accountable operation of the System, and includes safeguards intended to keep the Parties’ costs fair, predictable, and aligned

with the public interest. The Facilities Amendment also establishes a transparent, orderly Wind Down procedure in which the Authority's assets and liabilities are distributed to continue benefiting the public.

F. This Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, the ILA, as amended by this Facilities Amendment, may only be modified in compliance with Article 16 of the ILA.

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

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

2. Article 2, entitled "**DEFINITIONS**" of the ILA, is hereby amended to add the following new defined terms:

2.0.1 Authority Fund(s) means all monies and financial instruments held by or for the benefit of the Authority, including, without limitation, funds derived from revenues, fees, charges, debt proceeds, investment earnings, and sale proceeds. Authority Funds do not include Authority-Owned Assets.

2.0.2 Authority-Owned Asset(s) means property owned by the Authority, including, without limitation, real property or tangible property, whether used or unused, and any reserve funds dedicated to such property. This term includes Authority-Owned Facilities but does not include Authority Funds.

2.0.3 Authority-Owned Facility(ies) means any System Facility owned by the Authority and operated as part of the System in relation to the management, collection, disposal, processing, recycling, storage, or transfer of System Waste.

2.0.4 System Facility means any site, facility, or equipment, whether or not owned by the Authority, that is operated for the management, collection, disposal, processing, recycling, storage, or transfer of System Waste. This term includes, without limitation, any permanent drop-off center, recycling facility, transfer station, or solid waste disposal facility that receives System Waste. This term does not include real property not directly used for solid waste management, recycling, or resource recovery purposes

3. The Parties agree that this document constitutes the Facilities Amendment as described in Section 3.3 of the ILA and includes the required provisions as stated therein, and therefore the requirements contained Section 3.3 of the ILA are no longer operative.

4. Section 8.1.8 of the ILA is hereby amended as follows (with such deletions set as ~~striketroughs~~ and such additions set as underlines):

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least ~~two-thirds (2/3)~~ eighty percent (80%) of the total population of the Municipal Parties, and (b) County.

5. A new Article 20 entitled **"AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS"** is hereby added to read as follows:

ARTICLE 20. AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS

20.1 **Purpose.** The Parties wish to provide a framework for the responsible stewardship of public infrastructure and to prioritize publicly owned transfer stations as critical assets that support the System's flexibility, address regional needs, and reduce costs for the public. The Parties also seek to establish a structured pathway to enable the potential expansion to more state-of-the-art public facilities in the future, if required and approved by the Parties pursuant to the terms of the ILA.

20.2 **Approved types of Authority-Owned Facilities.** Notwithstanding anything to the contrary in the ILA, the Authority has the power to own or operate the following without following the procedure set forth in Section 8.1.8 of the ILA:

20.2.1 "Transfer Stations," as defined in Section 403.703, Florida Statutes (2022);

20.2.2 "Permanent Drop-Off Centers," meaning any permanent collection site or facility primarily used for the lawful acceptance of System Waste from the public, that is not a "solid waste disposal facility" as defined in Section 403.703, Florida Statutes (2022); and

20.2.3 "Recycling Facilities," meaning any site, facility, or equipment primarily used for recycling or recovering materials, including, without limitation, the collection, transportation, separation, processing, or reuse of solid waste (or materials that would otherwise become solid waste) in the form of raw materials or intermediate or final products. This term is to be construed liberally to include, without limitation, any recovered materials processing facilities, material recovery facilities, yard waste or organics processing facilities, construction and demolition debris recovery facilities, pulverizers, compactors, shredding and baling plants, composting facilities, other volume reduction plants, biochar pyrolysis plants, organic anaerobic digesters, and other thermal, mechanical, or biological conversion facilities. This term does not include any landfill,

waste-to-energy facility, or other “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022).

Any Authority ownership or operation of any other type of “solid waste management facility,” as defined in Section 403.703, Florida Statutes (2022), outside the scope of this Article 20, and not approved through an amendment adopted pursuant to Section 8.1.8 of the ILA, constitutes a material breach subject to the provisions of Articles 15 and 17 of the ILA, including injunctive relief where appropriate.

20.3 Amendment related to other types of solid waste disposal facilities; requirements. If, in the future, the Authority is granted the power to own or operate a “solid waste disposal facility” pursuant to Section 8.1.8 of the ILA, the amendment granting that power must, in addition to the requirements of that Section 8.1.8, also establish the rules, procedures, and funding mechanisms for allocating amongst County, the Municipal Parties and any other municipalities the costs of any capital expansion of a County-owned facility that may be required for County to meet its statutory obligations in the event of a Wind Down if caused by the individual or collective action of the Municipal Parties. The allocation of costs may include County paying all costs, the Municipal Parties paying all costs, or a shared arrangement.

20.4 Other publicly owned System Facilities.

20.4.1 Nothing in this Facilities Amendment prohibits any individual Party from owning or operating any “solid waste management facility,” as defined in Section 403.703, Florida Statutes (2022), any Permanent Drop-Off Center, or any Recycling Facility.

20.4.2 The Authority may contract with any Party to receive services from, or obtain access to, any System Facility owned or operated by that Party. In return, the Authority may agree to a long-term commitment of System Waste to such System Facility or to any other terms mutually agreed upon by the parties. These agreements may include arrangements under which a Party constructs or acquires a System Facility for the Authority’s benefit. However, unless the relevant contract expressly states otherwise, any System Facility owned by an individual Party will not be considered an Authority-Owned Facility and will remain the property of that Party upon Wind Down.

20.5 Public-private partnerships. The Authority may enter into public-private partnerships as permitted by applicable law. Notwithstanding the foregoing, the Authority is prohibited from entering into any public-private partnership that results in the Authority owning, in whole or in part, any “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), unless the ILA is amended pursuant to Section 8.1.8 of the ILA.

20.6 Protection of Authority-Owned Facilities. Authority-Owned Facilities are held by the Authority in trust for essential governmental and public purposes and are dedicated to the provision of public solid waste and recycling services for the benefit of the Parties, their residents or businesses. Except to the extent expressly pledged pursuant to a written agreement, or as otherwise required under applicable law, Authority-Owned Facilities will not constitute general

assets of the Authority, and all Authority obligations will be non-recourse to Authority-Owned Facilities and payable solely from Authority Funds. No other creditor or claimant may levy upon, attach, execute against, foreclose upon, encumber, or otherwise interfere with any Authority-Owned Facility, and any entity that is not a Party to the ILA that contracts with or asserts a claim against the Authority is deemed, to the fullest extent permitted by Florida law, to have waived any right to receivership or injunctive relief affecting Authority-Owned Facilities. In the event of Wind Down, the Authority's outstanding obligations will be satisfied to the fullest extent possible with Authority Funds.

6. A new Article 21 entitled "**WIND DOWN OF AUTHORITY**" is hereby added to read as follows:

ARTICLE 21. WIND DOWN OF AUTHORITY

21.1 Purpose. The Parties desire to ensure that the System remains intact and that investments made in public infrastructure continue to serve public needs in the event of Wind Down. The Parties hereby designate the following rules for Wind Down of the Authority, the orderly transfer of services performed by the Authority, and the transfer of assets of the Authority to a successor entity (or to County if County chooses to perform those services upon Wind Down subject to the requirements set forth below) to benefit all Parties.

21.2 Schedule. The general schedule of Wind Down is illustrated in Table 1 below.

Table 1	
Days after Notice of Wind Down	Required Action
Day 0	Executive Director issues Notice of Wind Down.
Day 45	Executive Director issues Comprehensive Inventory and begins settling the Authority's debts, liabilities, and obligations using Authority Funds.
Day 99	Deadline for County and Municipal Parties to agree on whether to transfer services to County or a successor entity to the Authority.
	Schedule below applies only to the standard procedure in Section 21.6.1
Day 100	Executive Director issues first Asset Offers to Parties.
Day 150	Applicable Parties' deadline to accept or decline first Asset Offer.
Day 150	The obligation to provide services is transferred to each Party for its geographic jurisdiction, unless County or successor entity has assumed services.
Day 151	Executive Director issues second Asset Offers to Parties.
Day 201	Applicable Parties' deadline to accept or decline second Asset Offer.
After Day 201	Authority sells any Authority-Owned Asset(s) declined by the Parties, uses the proceeds to pay remaining debts and liabilities, and distributes any remaining funds to the Parties.

	The following applies to the standard procedure and both alternate procedures.
No later than 365 days all transfers, debts, and liabilities resolved	Certification and dissolution of the Authority.

Pursuant to this Article 21, the Authority will first pay its debts and liabilities from Authority Funds. Next, once those debts and liabilities are paid, or such funds are exhausted, the Authority will transfer title of any Authority-Owned Assets to the Parties pursuant and subject to Section 21.7 and Article 22. If an Authority-Owned Asset is not transferred to a Party, the Authority will sell that asset. The Authority will use the sale proceeds to pay any remaining debts and liabilities. Finally, the Authority will distribute any surplus sale proceeds and any remaining Authority Funds among the Parties as provided below.

The running of any Wind Down deadline will not be tolled, suspended, delayed, or extended due to the existence of any dispute, request for clarification, or pending arbitration or litigation, except as expressly provided in this Section 21.2. Notwithstanding the foregoing, if the Executive Director or the Authority fails to meet any Wind Down deadline that is applicable to the Executive Director or the Authority, then any deadline applicable to the Parties that is expressly triggered by, or cannot reasonably be performed without, timely completion of such missed obligation will be automatically tolled for a period equal to the duration of such failure (measured from the missed due date until the obligation is satisfied), and the Parties will not be deemed in default for the resulting delay. The Wind Down schedule and all deadlines in this Article 21 are intended to promote fairness, limit dispute, and ensure the orderly and continuous transfer of services and Authority-Owned Assets during Wind Down, and are not intended to be punitive. Pending resolution of any dispute, the Authority and all Parties will continue to perform in good faith and proceed with Wind Down in compliance with this Facilities Amendment, and no tolling will apply except as expressly provided above. For the avoidance of doubt, the Authority will not be considered dissolved until certification pursuant to Section 21.8 below confirms that all Authority obligations have been fully performed and satisfied.

21.3 Wind Down operations. During the Wind Down period, the Authority will continue to operate solely for the limited purposes of concluding its affairs, preserving continuity of services, and maintaining assets until such responsibilities are assumed by other entities. The Authority may not accelerate or expand any contracts or enter into new contracts for goods or services that are not required to perform the actions necessary for Wind Down. All actions related to the Wind Down of the Authority will be overseen by the Executive Director and must be completed no later than the applicable deadline specified in this Article 21, including the following:

21.3.1 Providing all Parties a final, comprehensive inventory of all Authority activities, actions, assets, debts, and liabilities;

21.3.2 Liquidating, assigning, or otherwise lawfully disposing of Authority assets, debts, and liabilities;

21.3.3 Assigning all contracts necessary to ensure continuity of services being performed by the Authority and concluding all contracts not necessary for such purpose; and

21.3.4 Transferring operational responsibility for System Waste management services, recycling programs, and other services to the applicable Party(ies).

21.4 Executive Director's Notice of Wind Down; inventory of assets. The Executive Director will promptly begin the process of winding down the Authority's operations, upon the occurrence of any of the following events: the Parties fail to extend the ILA pursuant to Section 4.2.1 thereof; the Authority is dissolved by court order; a petition for insolvency or assignment for the benefit of creditors is filed, or any other action that requires or results in the dissolution of the Authority; or the ILA expires or is terminated.

Upon beginning such process, the Executive Director will promptly issue a written "Notice of Wind Down" to all Parties in compliance with the Notices section of the ILA. Within forty-five (45) days after issuing the Notice of Wind Down, the Executive Director will provide all Parties a comprehensive inventory of all Authority activities, actions, assets (including, without limitation, any Authority-Owned Facilities and service contracts), physical address of such assets, reserve funds, debts, and liabilities ("Comprehensive Inventory").

21.5 Authority debt and liability. Pursuant to Article 12 of the ILA and Section 163.01(7)(b), Florida Statutes, the Authority's debts, liabilities, and obligations do not constitute the debts, liabilities, and obligations of the Parties. Accordingly, the Authority will use the following process to settle its own debts, liabilities, and obligations.

21.5.1 Use of Authority Funds to satisfy debt, liabilities, and obligations. Upon issuing the Comprehensive Inventory to the Parties, the Executive Director will begin overseeing the payment of the Authority's debts, liabilities, and obligations. Subject to Section 6.9 of the ILA, all outstanding debts, liabilities, and obligations of the Authority, including, without limitation, accounts payable, contractual obligations, retirement liabilities, and any other claims, will be satisfied using all available Authority Funds before any Authority-Owned Assets are sold for that purpose. Regardless of the status of the payment of such debts, liabilities, and obligations, the Authority will begin the Authority-Owned Asset distribution process pursuant to Section 21.7 below. Only after asset distribution as described in Section 21.7 is completed may the Authority satisfy any remaining debts, liabilities, and obligations by selling Authority-Owned Assets that are not transferred to any Party and using the proceeds as described in Section 21.7.1.6 below.

21.5.2 Bond-related debts. The Authority will resolve bond-related debts in accordance with the applicable bond documents.

21.6 Transfer of services. The orderly transfer of services in the event of Wind Down is of paramount concern to the Parties. Accordingly, the Parties hereby designate three (3) options for transferring System Waste management services, recycling programs, and other services previously administered by the Authority, each with its own method for dividing obligations and

the manner by which the transfer or sale of Authority-Owned Assets occurs: (a) the standard procedure where each Party provides services or contracts with third parties for the provision of services within each Party's geographic jurisdiction; (b) if County and sufficient Municipal Parties agree, these services would be provided by County; or (c) if County and sufficient Municipal Parties agree, these services would be provided by a successor entity.

The service transitions described in this section may proceed through interim operational agreements, licensing arrangements, and assignment of contracted services, notwithstanding that title transfer of Authority-Owned Assets may occur later pursuant to Section 21.7 below.

21.6.1 Standard procedure; transfer to Parties individually. No later than one hundred fifty (150) days after the Notice of Wind Down is issued, each Party will become responsible for the management of solid waste generated within that Party's geographic jurisdiction (for County, the unincorporated areas) and for determining how recycling and other services previously administered by the Authority will be managed and provided, including by establishing, maintaining, modifying, or discontinuing any programs or contracts it deems appropriate. The Authority will cooperate with each Party, as the applicable Party may agree, to:

21.6.1.1 Assign, amend, or novate relevant service agreements;

21.6.1.2 Transfer records, equipment, and other operational resources;

21.6.1.3 Provide support to facilitate continuity of service during the transition; and

21.6.1.4 Provide each Party with a full accounting of the Authority's customers, service zones, and applicable infrastructure within each such Party's geographic jurisdiction (for County, the unincorporated area).

Each Party will be individually responsible for ensuring uninterrupted service to its geographic jurisdiction (for County, the unincorporated area), and for securing or entering into appropriate service agreements, upon the transition of services from the Authority. All Authority-Owned Assets will be distributed pursuant to Section 21.7.1 of this Facilities Amendment.

21.6.2 Alternate procedure; transfer to County. As an alternative to the standard procedure described in Section 21.6.1 above, County and Municipal Parties representing at least fifty-one percent (51%) of the Municipal Parties' population and at least fifty-five percent (55%) of the total tonnage of all of Broward County may agree, within 99 days after issuance of the Notice of Wind Down, that County will assume operational responsibility for all of the System Waste management services, recycling programs, and other services previously administered by the Authority (the "SWA Services") as follows:

21.6.2.1 Within 60 days of after the Notice of Wind Down is issued, County may issue a non-binding letter to the Municipal Parties indicating its interest to provide the SWA Services (“Service Offer”);

21.6.2.2 If County issues a Service Offer, each Municipal Party may respond in writing to indicate its non-binding acceptance or rejection of County’s Service Offer; however, any Municipal Party that does not respond before the Board of County Commissioners votes, as referenced in subsection (c) below, will be deemed to have rejected County’s Service Offer;

21.6.2.3 The commencement date for County operational responsibility or the SWA Services will be provided for in the agreement between County and each of the applicable Municipal Parties; however, the commencement date may be extended by written notice from the Executive Director should that date interfere with other elements of Wind Down of the Authority; and

Upon receipt of County’s written notice that it will provide the services and documentation of the relevant Municipal Parties’ agreement, (a) the Authority will coordinate with County to transfer all operational functions, service contracts, Authority-Owned Assets, other equipment, customer data, and financial resources necessary to ensure an uninterrupted transition of the services to those Municipal Parties; (b) the Authority will retain interim custody and continue operations of those services until the transfer is effectuated; and (c) the Authority-Owned Assets associated with the performance of such services will be transferred to County pursuant to Section 21.7.2 below as part of the transition described above.

21.6.3 Alternate procedure; transfer to successor entity. As an alternative to the standard procedure in 21.6.1 above, if, within 99 days after the issuance of the Notice of Wind Down, both the Board of County Commissioners and municipal governing bodies representing at least fifty-one percent (51%) of the total population of the Municipal Parties and at least fifty-five percent (55%) of the total tonnage of Broward County, establish or designate a successor entity to provide the SWA Services, the Authority will cooperate with the successor entity to ensure continuity of operations, including, without limitation, the transfer of the applicable contracts, assets, and liabilities to that successor entity. The Authority will not transfer any such contracts, assets, or liabilities to a successor entity unless such transfer has received formal approval by both the Board of County Commissioners and the elected bodies of the requisite Municipal Parties. If the approvals described above are obtained, the transfer of any Authority-Owned Assets to the successor entity will proceed pursuant to Section 21.7.2 hereof.

21.7 Disposition of Authority-Owned Assets. During Wind Down, all Authority-Owned Assets (including, without limitation, any Authority-Owned Facilities and reserve funds) will be distributed as provided in this section and in a manner that ensures continued public benefit,

honors the source and purpose of such funds and assets, and recognizes operational control and jurisdictional authority over the related services.

Regardless of whether all available Authority Funds have been expended pursuant to Section 21.5.1 above, the Authority will work cooperatively with each recipient Party to undertake due diligence and execute all necessary deeds, bills of sale, assignments, and other instruments to lawfully effectuate the transfers described below, including, without limitation, provision for maintenance, insurance, and replacement planning.

21.7.1 Standard procedure; transfer to Parties individually. Notwithstanding anything to the contrary in the ILA, if operational responsibility for the provision of System Waste management services, recycling programs, and other services previously administered by the Authority is not transferred to either County as provided in Section 21.6.2 above or a successor entity as provided in Section 21.6.3 above, this Section 21.7.1 will govern the disposition of Authority-Owned Assets and reserve funds.

21.7.1.1 *Proposed asset offers.* At any time after the issuance of the Comprehensive Inventory, any Party may submit to the Executive Director a written proposal identifying the Authority-Owned Asset(s) the Party asserts a right to acquire, together with the factual and legal basis for that assertion under this Facilities Amendment.

21.7.1.2 *Asset offer process.* On the one hundredth (100th) day after the Notice of Wind Down is issued, and not earlier, the Executive Director will send each Party a written offer listing the Authority-Owned Assets that the Party may take ownership of (“Asset Offer”) pursuant to Section 21.7.1.4, below, subject to the following procedures:

21.7.1.2.1 Each Party will review the Authority-Owned Assets and give written notice of its decision to accept or decline ownership within fifty (50) days after issuance of the Asset Offer. This deadline applies only to the election to accept or decline. It does not apply to completing the legal transfer. If a Party does not give written acceptance within fifty (50) days, the Party is deemed to have declined the transfer.

21.7.1.2.2 After that fifty (50) day period ends, the Executive Director will send County a second Asset Offer for all Authority-Owned Assets not accepted by any Municipal Party. County has fifty (50) days after receipt to accept or decline in writing.

21.7.1.3 *Asset Offer; required contents.* The Executive Director will include the following information in each Asset Offer: (a) the location of the Authority-Owned Asset; (b) the type of asset; (c) if applicable, the most recent System Facility Report (defined below); (d) if applicable, the most recent permitting, licensing, or other regulatory documents; (e) a statement of the operational and environmental

condition of the Authority-Owned Asset; (f) any known liabilities associated with the Authority-Owned Asset; (g) if applicable, a statement of the specific reserve balances associated with the Authority-Owned Asset; (h) if known, an estimate of the costs of any necessary repairs; and (i) any other documents in the Authority's possession related to the maintenance and status of the Authority-Owned Asset. If any applicable, required content of an Asset Offer is omitted, the applicable Party's deadline to provide written notice of its decision to accept or decline ownership will be tolled until the Authority provides such missing content.

21.7.1.4 *Regional Assets.* Notwithstanding anything else stated in this Facilities Amendment, each Authority-Owned Asset listed below (each a "Regional Asset") will first be offered, subject to the provisions of Article 22, to County and then, if not accepted by County, to Municipal Parties following the procedure stated in Section 21.7.1.5 for non-Regional Assets:

21.7.1.4.1 any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022) including, without limitation, any plant, material property, or equipment associated with such facility;

21.7.1.4.2 any "transfer station," as defined in Section 403.703, Florida Statutes (2022), materials recovery facility, or property that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes;

21.7.1.4.3 any Authority-Owned Facility used for the management, collection, disposal, processing, recycling, storage, or transfer of storm debris that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes; and

21.7.1.4.4 any non-monetary Authority-Owned Asset the ownership of which was transferred from County.

Any election made by County pursuant to this section will automatically be presumed valid if County provides a proposed asset offer pursuant to Section 21.7.1.1. above, subject to the dispute resolution process of section 17.1 of the ILA.

21.7.1.5 *Authority-Owned Assets other than Regional Assets.* For all non-monetary Authority-Owned Assets that are not Regional Assets (and for Regional Assets that County chooses not to exercise its first option pursuant to Section 21.7.1.2), that are, as of the date the Notice of Wind Down is issued, located within the geographic jurisdiction of a Party (for County, the unincorporated areas), such asset will be offered, subject to Article 22, to that Party. If such Authority-Owned Asset is physically located within the geographic jurisdiction of more than one Party (e.g., two (2) Municipal Parties or a Municipal Party and unincorporated Broward County), such property will be first offered, subject to Article 22, to the multiple

Parties for joint ownership by the applicable Parties; and if any such Party declines the transfer, the asset will be offered, subject to Article 22 to the other Party (or Parties) with geographical jurisdiction over the property. If all Parties to which an asset is offered decline to accept the asset, the asset will then be offered, subject to Article 22 to County and then to the other Municipal Parties.

21.7.1.6 *Tangible Personal Property of the Authority.* For such Authority-Owned Assets that constitute tangible personal property (i.e., not real property or Authority Funds), such as hauler vehicles or railcars, ownership will be allocated among the Parties in a proportionate and equitable manner based on the aggregate fair market value of such assets, taking into account both the number and condition of the assets.

21.7.1.7 Notwithstanding the foregoing, any non-monetary Authority-Owned Asset whose ownership was transferred to the Authority by a Municipal Party or County will be returned to the originating Party at no cost.

21.7.1.8 The foregoing requirements will also apply to any Authority-Owned Asset in which the Authority has an interest through a joint venture, public-private partnership, or other joint ownership model.

21.7.1.9 If any Authority-Owned Asset may not be distributed to any of the Parties in compliance with the procedures in this section due to requirements contained in applicable bond or other secured debt instruments, the Executive Director will provide the Parties with written notice as early as possible.

21.7.1.10 Any System Facility, or other element of the System, that is owned in fee simple by a Municipal Party or by County will not be considered an Authority-Owned Asset and will be retained by such Party.

21.7.1.11 *Sale of Authority-Owned Asset(s) declined by the Parties; application of sale proceeds.* After the Authority-Owned Asset distribution process is completed, any Authority-Owned Assets not transferred to a Party will be sold by the Authority on commercially reasonable terms following a commercially reasonable process. Nothing in this Facilities Amendment prohibits any Party from participating in this process the same as any non-Party, and any acquisition pursuant this process will not be subject to Article 22. The sale will be conducted through a competitive process determined by the Executive Committee, unless the Executive Committee, by a two-third (2/3) vote which must include County's representative, determines that an alternative process is appropriate, commercially reasonable, and in the public interest. The Authority will apply the net proceeds of any such sale first to satisfy any outstanding debts, liabilities, or other obligations of the Authority associated with the sold asset and any remaining unpaid debts, liabilities, and obligations of the Authority.

21.7.1.12 *Reserve funds; surplus Authority Funds and sale proceeds.* Reserve funds that are expressly designated for maintenance, repair, rehabilitation, replacement, or closure of a specific Authority-Owned Asset, and that are not expended pursuant to Section 21.5 above, will be transferred with the associated asset if, and solely to the extent that, such asset is transferred to one or more of the Parties. Such reserve funds will not transfer in connection with the sale of an Authority-Owned Asset to any third party.

Any surplus proceeds and any remaining Authority Funds not expended to satisfy the outstanding debts, liabilities, or other obligations of the Authority will be distributed among the Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the Governing Board, subject to Section 6.9 of the ILA.

21.7.2 Alternate procedure if Authority operations are transferred to County or successor entity. Notwithstanding anything to the contrary in herein, if all of the SWA Services are transferred to County or to a successor entity pursuant to Section 21.6.2 or 21.6.3 above, the applicable Authority-Owned Assets (including, without limitation, Authority-Owned Facilities) and reserve funds associated with the assumed services, assets, and facilities will be transferred to the successor entity or to County, as applicable, and will not be subject to Article 22 below.

21.8 **Other distributions and transfers; certification of dissolution.** During Wind Down, the Executive Committee will act as a transition committee to oversee the final disposition of any assets and other details of Wind Down not expressly addressed by this Facilities Amendment or the ILA (including, without limitation, Section 6.9 thereof). Final disposition of any Authority-Owned Asset or other unaddressed detail will require the affirmative vote of: (a) a majority of the Municipal Parties' representatives on the Executive Committee; and (b) County's representative. Resolutions of disputes will follow the procedures described in Article 17 of the ILA. Upon the satisfactory completion of all Wind Down activities in compliance with the above and all applicable law, the Executive Director, the Chair, and the Vice-Chair of the Executive Committee, and the Chair and the Vice-Chair of the Governing Board, will certify in writing that all obligations have been resolved. Upon execution of such certification, the Authority will be deemed dissolved and all legal authority and operational responsibilities of the Authority will terminate.

7. A new Article 22 entitled "**OBLIGATIONS OF THE PARTIES AFTER WIND DOWN**" is hereby added to read as follows:

ARTICLE 22. OBLIGATIONS OF THE PARTIES AFTER WIND DOWN

22.1 **Purpose.** The Parties wish to ensure that any Authority-Owned Asset distributed due to the Authority's Wind Down continues to serve a regional benefit after Wind Down. Accordingly, the Authority will ensure that the obligations set forth in this Article 22 are incorporated into deed

restrictions recorded at the time such property is transferred, and that such deed restrictions clearly identify the Parties and any other entities that may enforce them.

22.2 Obligation to continue operations. To ensure that Authority-Owned Assets transferred to a Party continue to serve a public purpose after Wind Down, each Party that exercises its right to accept the transfer of an Authority-Owned Asset pursuant to Section 21.7.1.4 or 21.7.1.5 (“New Owner”), accepts such asset subject to the beneficial ownership and rights of the Parties set forth herein. Except as expressly provided for in this Article, the New Owner must operate each transferred asset for its then-existing purpose, or a related purpose that the Authority was authorized to perform or contract, for five years (“Transition Period”). If the transferred asset is an Authority-Owned Facility, it must be operated for its then-existing purpose or a related solid waste purpose during the Transition Period. The New Owner must operate or contract for the operation of the asset responsibly and in a commercially reasonable manner during the Transition Period. Nothing in this section prohibits the New Owner from expanding, improving, upgrading, or modernizing the asset, or from adding compatible uses, provided that such actions do not materially impair the asset’s ability to serve its existing purpose during the Transition Period. If, at any time during the Transition Period, the New Owner elects to cease operating the asset for its prior purpose or for a related solid waste purpose that the Authority was authorized to perform or contract for, and instead elects to use it for a purpose unrelated to solid waste, the Transition Period as to that asset will terminate and the New Owner must pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. The New Owner may at any time end the Transition Period as to any asset that was transferred to it and pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. All Parties agree that any such election will not be grounds for any claim of a fraudulent or improper transfer to the New Owner.

Except as expressly provided for in this Article, the New Owner will not sell, lease, or otherwise transfer the asset during the Transition Period. For avoidance of doubt, this restriction does not prohibit contracts for operation, maintenance, or management that do not convey any ownership interest. Subject to the obligations in Section 22.3. below, and notwithstanding anything to the contrary in any other provision of this Facilities Amendment, the New Owner will have final authority to establish and modify rates, fees, and charges for services provided using the asset.

22.3 Obligation to provide fair fees to contributing Parties. To ensure that the Parties and their residents and businesses receive a fair financial benefit from assets their residents or businesses helped fund, the following applies to any New Owner that acquires an Authority-Owned Asset and uses that asset to provide fee-based solid waste services:

22.3.1 If the Authority previously operated the asset in a manner that provides lower fees to the Parties as compared to other users, the acquiring Party must continue a substantially similar fee arrangement during the Transition Period to benefit the Parties.

22.3.2 If the Authority did not operate the asset to provide lower fees to the Parties as compared to other users, but the Authority-Owned Asset was purchased or constructed using funds directly contributed by the Parties or collected through special assessment or

fees paid by the Parties or their residents or businesses, users receiving services for solid waste generated within a Party's jurisdiction will receive a credit against the fees charged for use of the asset during the Transition Period. The amount of the credit will be determined by the Authority's independent auditor, on a pro rata basis based on each Party's documented capital contributions relative to the asset's total capital cost, subject to approval by the Executive Committee pursuant to Section 21.8 above. The credit may be in the form of: (a) a uniform per-ton (or per-load) fee discount; (b) an annual service credit applied to invoices; or (c) if (a) or (b) are not practical, such other benefit as approved by the Executive Committee pursuant to Section 21.8 above that is consistent with the findings of the Authority's independent auditor. The credit will be applied to the fees otherwise payable for use of the asset. Notwithstanding the foregoing, the annual aggregate credit amount may not equal or exceed the acquiring Party's annual cost to operate the asset. In addition, no credit is required if the Authority's independent auditor determines that the aggregate annual benefit to all Parties and their residents or businesses would be less than one percent (1%) of the aggregate annual fees otherwise payable for services using the asset. If the New Owner fails to comply with subsection 22.3.1 or 22.3.2 above, the New Owner will have fifteen (15) days after written notice to cure such noncompliance. Any cure will include retroactive refunds or credits, as applicable, sufficient to place affected Contributing Parties and their residents or businesses in the same financial position they would have been in had the required fees or credits been properly applied when due. If the New Owner fails to cure within the fifteen (15) day period, then the Parties may bring a dispute pursuant to Section 17.1 of the ILA.

22.4 Obligation to Pay For Or Sell Asset Upon Expiration of Transition Period. At any time during the Transition Period, but no later than the expiration or earlier termination of the Transition Period, the New Owner will: (a) within 90 days after such election or expiration or earlier termination, as applicable, pay to the other Parties the then-current fair market value of the Authority-Owned Asset, taking into account the value of any reserve funds transferred by the in connection with the Authority-Owned Asset, as determined by an MAI appraiser or another appraiser with appropriate credentials and experience; or (b) promptly use its best efforts to sell the asset through a commercially reasonable, competitive sales process consistent with the New Owner's then-existing regulations for the disposition of that Party's property and in accordance with applicable Florida law. The appraised value (if the New Owner elected to continue ownership) or net sales proceeds (if the New Owner elected to sell the property), will be paid by the New Owner to all Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the New Owner. Net sale proceeds will be the gross proceeds of the sale, less costs of sale and adjustments for any credits or prorations at the closing.

8. A new Article 23 entitled **“SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW”** is hereby added to read as follows:

ARTICLE 23. SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW

23.1 Purpose. The Parties recognize that solid waste and recycling services are essential public functions that depend on many System Facilities, each of which takes years to plan and construct and decades to fund, maintain, and operate through sustained collaboration. For that reason, the Parties hereby establish the following framework to maintain a safe, resilient, and compliant System that meets current and future needs, while reinforcing a strong, accountable, and enduring collaboration among the Parties.

23.2 Inspection rights. Upon any Party's written request to inspect any Authority-Owned Facility, the Authority will provide such Party, and Party's contractor(s), with access to the applicable Authority-Owned Facility within a reasonable time after receiving such request, provided that such access will not be unreasonably withheld, conditioned, or delayed. The Authority may condition such access on the requesting Party and its contractor(s) executing a reasonable release or indemnification agreement in favor of the Authority. The purpose of such inspection is to evaluate the operation and condition of the Authority-Owned Facility, including any equipment or infrastructure onsite. In addition, upon reasonable prior notice to the Authority, any Party may observe, monitor, and verify compliance with Flow Control Ordinances and other flow control obligations contained in the Master Plan or Article 11 of the ILA by tracking or following Hauler vehicles while transporting System Waste to System Facilities, provided that such observation will be conducted in a lawful manner, without interfering with Hauler operations, and in coordination with any reasonable safety or security protocols established by the Authority or the applicable System Facility operator. The Authority will cooperate in good faith with such verification efforts and will, upon request, provide available routing, delivery, or scale data reasonably necessary to confirm adherence to flow control requirements. The results of any inspection or verification constitute a public record, subject to any applicable legal exemptions or confidentiality restrictions.

23.3 System facility report. The Authority will ensure that the System can reliably manage all System Waste it is obligated to handle, and can maintain continuity of service, by evaluating the System Facilities' and the System's overall capacity and operational resiliency (each, a "System Facility Report"). A System Facility Report may be conducted at any time. However, the Authority must complete a System Facility Report within eighteen (18) months prior to the end of any Term of the ILA and, to the extent practicable, within eighteen (18) months prior to the initiation of Wind Down, in compliance with the following:

23.3.1 At a minimum, each System Facility Report will include:

23.3.1.1 System Facility capacity versus projected tonnage. A comparison of constructed and permitted System Facilities' capacity to projected System Waste tonnage over a reasonable planning horizon. The System Facility Report will identify any capacity shortfalls or constraints.

23.3.1.2 Authority-Owned Facility conditions. For each Authority-Owned Facility (whether or not operated by the Authority), an evaluation of its operational condition and environmental status, including, at a minimum, structural conditions; mechanical, electrical, and operational systems conditions; preventive and corrective maintenance status; remaining useful life of major systems and of each facility as a whole; and identification of any deferred maintenance or capital-repair needs. The System Facility Report will also include an analysis of the Authority's operation of each Authority-Owned Facility, identifying any level of throughput, collection, disposal, processing, recycling, storage, or transfer, as applicable, that is below commercially reasonable levels when compared to such facility's design capacity, the capacity authorized by applicable permits and licenses, or applicable industry standards.

23.3.1.3 Contracted facility capacity. Confirmation of the quantity, term, and enforceability of all firm contracted capacity available through the System. The System Facility Report will include a determination of whether such contracted System Facility capacity satisfies projected System Waste needs.

23.3.1.4 Contingency services. An assessment of contingency System Waste management services available to the Parties. The System Facility Report will include alternative facilities, redundancy, emergency arrangements, and surge capability for disaster debris or other extraordinary events.

23.3.2 Any System Facility Report used for Wind Down must contain information that is no more than eighteen (18) months old at the time Wind Down begins. In addition, no later than thirty-six (36) months before the end of any Term of the ILA, the Authority shall begin the process of preparing the System Facility Report, including deciding whether it will be prepared by Authority staff or a consultant and initiating any required procurement process.

23.3.3 The Authority must ensure that the System Facility Report final document includes concise findings and recommendations that are easily understood by a lay audience.

23.3.4 Within ten (10) days after completion, the Authority will provide each completed System Facility Report to all Parties and publish it on the Authority's public website.

The results of each System Facility Report will be used to supplement any Asset Offer issued during Wind Down and may be used to inform, support, or evaluate any proposed amendment to the Master Plan (including any amendment relating to System Facilities, contracted services, flow control, or rate and fee structures).

23.4 County's right to technical review of matters relating to its statutory obligation to provide access to solid waste disposal capacity. To ensure County's ability to meet its statutory obligation to provide access to solid waste disposal capacity throughout the incorporated and unincorporated areas of Broward County is not being impeded, County may, in County's sole

discretion and at County's expense, retain an expert to conduct audits, inspections, interviews, or evaluations related to System performance, capacity, compliance, planning, and future needs (each, a "County Technical Review"), as set forth below.

23.4.1 Scope of review. A County Technical Review may only address: (a) Authority operations at any Authority-Owned Facility; (b) the sufficiency of Authority plans, forecasts, and assumptions to meet projected solid waste management needs over a reasonable planning horizon; (c) vendor performance, the Authority's contract administration, and cost controls affecting the System; and/or (d) matters that have, or may in the future have, a material impact on County's statutory obligation to provide access to solid waste disposal capacity.

23.4.2 Authority cooperation. The Authority will cooperate fully with any County Technical Review. The Authority will provide County and County's expert reasonable access, during normal business hours and upon reasonable notice, to all relevant records, data, contracts, reports, and other documents. The Authority will also provide reasonable access to Authority-Owned Facilities and other locations under the Authority's control used for System purposes. The Authority will make Authority personnel available for interviews and reasonable information requests.

23.4.3 Recommendations; Governing Board presentation. County may present the results of a County Technical Review and any recommended corrective actions or other measures ("County Recommendations") to the Governing Board. If County elects to present County Recommendations, the Governing Board will hear the presentation within sixty (60) days after County's request to present, subject to the following procedures:

23.4.3.1 The Governing Board will vote to approve, approve with modifications, or reject County Recommendations no later than thirty (30) days after the presentation.

23.4.3.2 If the Governing Board approves County Recommendations, or approves them with modifications, the Authority will implement them within the time stated.

23.4.3.3 If the Governing Board does not approve any County Recommendation that relates to County's ability to meet its statutory obligations contained in Section 403.706(1), F.S. (or does not hear such County Recommendations or vote within the time required above), County may invoke the informal dispute resolution process under Section 17.1 of the ILA and, if not resolved, through that procedure, County may submit the dispute to binding arbitration.

23.4.4 Arbitration; standard of review. The standard of review in arbitration is whether, based on the totality of circumstances, the Authority has reasonably fulfilled its obligations for the services it has undertaken or agreed to provide by satisfying the following criteria

in a manner that does not materially impair County's ability to meet any of its statutory solid waste management obligations:

23.4.4.1 All standards and required levels of service stated in the Master Plan, as may be amended in accordance with the terms of the ILA; and

23.4.4.2 For any service the Authority has agreed or is obligated to perform, a level of service sufficient to:

23.4.4.2.1 Meet the Parties' current and reasonably projected needs for System Waste management in full compliance with all applicable laws, permits, industry standards; and

23.4.4.2.2 Ensure the continuous management of all System Waste and any other solid waste lawfully accepted into the System, including its transfer, processing, recycling, and disposal, and to secure prompt substitute services in the event of an emergency, disaster, or facility shutdown consistent with reasonable contingency planning practices.

23.4.4.2.3 Temporary interruptions resulting from prudent repair and maintenance activities, or as a result of force majeure (i.e., an event beyond the Authority's reasonable control) will not be deemed a failure to meet this standard. Notwithstanding the foregoing, a material interruption caused by inadequate planning, staffing, resourcing, contracting, preventive maintenance, other operational oversight, willful or negligent action or omission, or lack of reasonable diligence will constitute a failure to meet the standard.

23.4.4.3 Each of the foregoing requirements constitutes an enforceable contractual obligation of the Authority. The arbitrator(s) will have full authority to order and direct the Authority to perform such obligations and to award any relief authorized by law or equity in connection with the dispute, including, without limitation, relief available under Articles 15 and 17, including Section 17.5, of the ILA; provided, however, that the arbitrator(s) may not impose on the Authority any new obligations not otherwise imposed by applicable law, require the Authority to undertake the performance of any services not part of the Master Plan (as may have been amended pursuant to the provisions of the ILA), or to require the planning, financing, or construction of new Authority-Owned Facilities.

23.4.5 Selection of arbitrators. County and the Authority will mutually agree on an arbitrator. If County and the Authority are unable to agree to a single arbitrator, County and Authority will each select an arbitrator, and the two arbitrators will select a third arbitrator. Costs of arbitration will be shared on an equal basis between County and the Authority.

23.4.6 Reservation of rights. County's exercise of its rights under this Section 23.4, or County's decision not to exercise such rights in any instance, will not be deemed a waiver of any right or remedy of County under the ILA or applicable law. No waiver will be deemed effective unless in writing and signed by County.

9. A new Article 24 entitled "**MAXIMUM SERVICE CHARGES**" is added to the ILA to read as follows:

ARTICLE 24. MAXIMUM SERVICE CHARGES

24.1 Purpose. The Parties agree that cost control and transparency are essential to the long-term success of the System, and that no Party should face material rate increases without clear notice and broad consensus. Accordingly, the Parties hereby establish the following procedures to protect affordability, prevent sudden cost increases, and provide the Parties additional resources to manage System-related costs.

24.2 Limitation on service charges; Master Plan amendments impacting costs.

24.2.1 Maximum service charges. In no event will the amounts paid by any Party, or by any Party's residents or businesses, for initial services identified in the Master Plan that are provided by, or through, the Authority exceed the maximum amounts set forth in the Master Plan (the "Maximum Service Charges"). The Maximum Service Charges for those services may be increased only in accordance with the index or other adjustment mechanism stated in the Master Plan or established by the Governing Board upon adoption of the Master Plan, which index or adjustment mechanism must merely address customary annual cost adjustments for provided services as well as adjustments occasioned by emergencies or circumstances outside the control of the Authority (the "Adjustment Index").

24.2.2 Master Plan amendments increasing costs. Any amendment to the Master Plan or adoption of a replacement Master Plan is a "Cost Increase Amendment" if it would: (a) increase costs to the Parties or their residents or businesses above the Maximum Service Charges for the initial services, as modified by the Adjustment Index; (b) change, replace, or modify the Adjustment Index; or (c) provide for new service or technology that would increase the cost paid by any Party or that Party's residents or businesses above the Maximum Service Charges (as modified by the Adjustment Index).

24.2.3 Cost Increase Amendment procedures. A Cost Increase Amendment is effective only if approved in compliance with the following process. First, the Executive Committee must recommend approval of the Cost Increase Amendment by majority vote, including the affirmative vote of County's representative. Second, at a meeting of the Governing Board held at least forty-five (45) days after the Executive Committee's vote, the Cost Increase Amendment must be approved by: (a) the members of the Governing Board representing Municipal Parties comprising at least two-thirds (2/3) of the total population of the Municipal Parties; and (b) County's representative to the Governing Board.

24.3 Facility and service price review. As an exhibit or appendix to the Master Plan, the Authority will provide a required process by which the Authority periodically retains a qualified expert with experience in solid waste and recyclable materials pricing and market analysis to conduct a rate and fee competitiveness study. The results of such study may be used to inform, support, or evaluate any proposed amendment to the Master Plan or service agreement, including any adjustment to rates, fees, Maximum Service Charges, or other pricing provisions.

10. Section 6.2.4. entitled “Approvals” is hereby amended to include new language (as provided by underlines) as follows:

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward Tonnage of those members that are present and eligible to vote. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

11. Section 6.5.1. entitled “Quorum” is hereby amended to include new language (as provided by underlines) as follows:

6.5.1. Quorum. A quorum of the Governing Board will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. With respect to the Executive Committee, a quorum will be a majority of the total members voting members, provided that the members comprising the quorum must represent at least one-half of the Broward Tonnage of those Municipal Parties that are members of the Executive Committee. A quorum of the TAC will be a majority of the total voting members of TAC. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

12. The reference to Section 6.2.3, in Section 7.1.2.2 entitled “Adoption of Other Amendments to Master Plan,” is hereby corrected to read “Section 6.2.4.”

13. All other provisions of the ILA remain in full force and effect.

14. **Facilities Amendment Effective Date; Counterparts and Multiple Originals.** This Facilities Amendment will be deemed effective on the first business day after it has been executed by: (i) Municipal Parties representing eighty percent (80%) of the population of the Municipal Parties to the ILA; and (ii) County (“Facilities Amendment Effective Date”). The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Notwithstanding the foregoing, this Facilities Amendment shall not become effective unless the Governing Board has first adopted a Master Plan in full compliance with the ILA. The Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, may only

be modified in compliance with Article 16 of the ILA. The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Facilities Amendment on the respective dates under each signature on behalf of each Party to this Facilities Amendment, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

MUNICIPAL PARTY

MUNICIPALITY: _____

ATTEST:

By: _____
MUNICIPAL MAYOR

MUNICIPAL CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

Municipal Attorney

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

By _____
Attorney's Name (Date)
Senior Assistant County Attorney

By _____
Attorney's Name (Date)
Deputy County Attorney

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Facilities Amendment and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

This Second Amendment (“Second Amendment”) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) is entered into by and among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Amendment pursuant to the ILA’s terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

RECITALS

A. The Parties entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) to form an independent entity known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“Authority”), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

B. The ILA became effective on August 16, 2023 (“ILA Effective Date”). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. A Facilities Amendment, as defined in Section 3.3 of the ILA (“Facilities Amendment”), is currently being considered by the Parties pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, a Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA. Any Municipal Party that fails to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment by August 15, 2026, will be deemed to have withdrawn from the Authority and ILA.

D. The Parties have requested a further amendment to the ILA, to be effective after the Facilities Amendment is effective, that will provide for two options to withdraw from the ILA, one within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, and the other on August 16, 2048.

E. Those Parties, including the County, that timely deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment are hereinafter referred to as the “Remaining Parties.”

F. The ILA provides in Section 16.1.3., that any amendment to the ILA that substantively modifies any of the provisions, or that concerns any of the subjects listed in such section, will not be

effective unless approved by every Party's elected body. Section 16.1.3.2 lists Article 4 (Duration) as one of the provisions that require approval of every Party to the ILA.

G. The Parties intend for this Second Amendment to be effective after the Facilities Amendment is effective, and thus requires approval by the elected bodies of all of the Remaining Parties, including the County.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the ILA.
2. Section 4.1 of the ILA entitled "Effective Date and Initial Term" is hereby amended as follows (with such deletions set as ~~strike-throughs~~ and such additions set as underlines):

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County ("Effective Date"). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date ("Initial Term"). Subject to Articles 3 and 17, and except as otherwise provided in this Section 4.1, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.1.1. Notwithstanding anything to the contrary contained herein, any Municipal Party and the County (solely as to obligations relating to System Waste generated within the unincorporated areas within Broward County, but not with regard to its other rights and obligations under this Agreement and the Facilities Amendment) may withdraw from this Agreement if that governing body adopts a resolution approving the withdrawal of such Party from the Agreement and it is delivered to the Authority within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, which recommendations shall be made no earlier than October 1, 2027 and no later than November 15, 2027 (which dates may be extended by majority vote of the Governing Board).

4.1.2. Notwithstanding anything to the contrary contained herein, any Municipal Party and the County (solely as to obligations relating to System Waste generated within the unincorporated areas within Broward County, but not with regard to its other rights and obligations under this Agreement and the Facilities Amendment) may withdraw from this Agreement on the date that is twenty-five (25) years after the Effective Date (August 16, 2048), provided that such withdrawing Party's governing body adopts a resolution approving the withdrawal of such Party from the Agreement and it is delivered to the Authority prior to August 16, 2047.

4.1.3. Except for provisions that survive expiration or termination of this Agreement (and with regard to the County's rights and obligations under this Agreement and the Facilities Amendment other than with regard to commitment of System Waste generated within the unincorporated areas of Broward County, all of which rights and obligations survive County withdrawal from this Agreement), a Party that withdraws from this Agreement pursuant to Section 4.1.1 or 4.1.2 will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2. If Municipal Parties representing more than 20% of the total population of all of the Municipal Parties withdraw, and the Governing Board determines, by majority vote, that the Authority should no longer continue in existence, then this Agreement will terminate on a date set by the Governing Board and the provisions of Article 21 relating to Wind Down of Authority will be followed.

3. All other provisions of the ILA, as amended by the Facilities Amendment, remain in full force and effect.

4. **Second Amendment Effective Date; Counterparts and Multiple Originals.** This Second Amendment will be deemed effective on the later of August 17, 2026, or the first business day after it has been executed and delivered to the Authority by all of the Remaining Parties as of August 16, 2026, including the County ("Second Amendment Effective Date"). This Second Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment on the respective dates under each signature on behalf of each Party to this Second Amendment, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

MUNICIPAL PARTY

MUNICIPALITY: _____

ATTEST:

By: _____
MUNICIPAL MAYOR

MUNICIPAL CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

Municipal Attorney

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

By _____
Attorney's Name (Date)
Senior Assistant County Attorney

By _____
Attorney's Name (Date)
Deputy County Attorney

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Amendment and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____



Town Commission Agenda Item Report

Meeting Date: July 14, 2026

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Action Item

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2026-23-A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AN AGREEMENT BETWEEN THE TOWN OF LAUDERDALE-BY-THE-SEA AND THE BROWARD COUNTY SHERIFF'S OFFICE FOR LOCAL POLICE SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation:

The Town has successfully contracted with the Broward Sheriff's Office to provide comprehensive law enforcement services for many years. The current agreement expires on September 30, 2026, and staff has negotiated a new agreement that continues the Town's partnership with BSO while maintaining the high level of police protection and community policing services expected by residents, businesses, and visitors.

The proposed agreement has a four-year initial term beginning October 1, 2026, and ending September 30, 2030, with the option to renew for one additional five-year term upon mutual agreement of both parties.

The proposed agreement provides for:

- A staffing complement of twenty-eight (28) personnel consisting of:
 - One (1) District Police Chief (Captain)
 - One (1) Executive Officer (Lieutenant)
 - Four (4) Sergeants
 - Nineteen (19) Deputy Sheriffs, including one Traffic Deputy
 - One (1) Community Service Aide
 - One (1) Part-Time Receptionist
 - One (1) Administrative Specialist
- Minimum staffing of three sworn personnel on duty at all times, consisting of two patrol deputies and one supervisor.
- Continued community policing initiatives, including Citizens Observer Patrol, Citizens

Academy, Senior Citizens Academy, crime prevention programs, and other community outreach initiatives.

- Patrol and law enforcement services throughout the Town, including public beaches and waterways.
- Attendance by the District Chief and, when requested by the Town Manager, one uniformed deputy at Town Commission meetings at no additional cost.
- Quarterly operational meetings between BSO and Town staff to review staffing, crime statistics, response times, community initiatives, and budget performance.
- Monthly operational and crime reporting ensuring accountability and performance monitoring.

Financial Impact:

The annual cost for Fiscal Year 2026/2027 is **\$7,685,733**, as identified in Exhibit A of the Agreement.

Beginning in Fiscal Year 2027/2028, annual adjustments will be based on the methodology established in the Agreement. Budgeted costs, excluding health insurance, workers' compensation, pension contributions, and other post-employment benefits, are capped at a maximum annual increase of five percent (5%). Actual increases in employee benefit costs will be supported by documentation provided by BSO and incorporated into the annual budget process.

Funding for police services has been incorporated into the proposed Fiscal Year 2027 budget and will continue to be budgeted annually.

Staff and the Town Attorney have reviewed the proposed agreement and believe it provides a comprehensive framework for continued professional law enforcement services while preserving the Town's police powers through a contractual service model.

The agreement includes provisions for:

- Defined staffing levels and minimum staffing requirements.
- Annual budget review and negotiation.
- Vacancy credits when staffing positions remain unfilled.
- Detailed operational reporting and performance measurements.
- Community policing initiatives.
- Flexibility to adjust staffing through future amendments should service needs change.
- A structured transition process should either party elect to terminate the agreement.

The agreement continues the longstanding partnership with BSO while ensuring accountability, transparency, and high-quality public safety services for the Town.

Recommendation: Staff recommends approval of Resolution 2026-23 approving the Agreement

for Police Services between the Town of Lauderdale-By-The-Sea and the Broward Sheriff's Office, effective October 1, 2026.

Exhibits:

1. Resolution 2026-23 - Approving An Agreement With BSO For Police Services
2. LBTS Police Services Agreement
3. LBTS Police Services Exhibit A
4. LBTS Police Services Exhibit B

RESOLUTION NO. 2026-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF LAUDERDALE-BY-THE-SEA AND THE BROWARD COUNTY SHERIFF'S OFFICE FOR LOCAL POLICE SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the "Town") has previously contracted with the Broward Sheriff's Office ("BSO") to provide professional law enforcement services to the Town and its residents (the "Services"); and

WHEREAS, the Town desires to maintain a high level of competent, professional law enforcement services while adhering to its fiscal policies of sound and economical management; and

WHEREAS, the current agreement between the Town and BSO will expire on September 30, 2026, and Town staff has negotiated a new agreement for the Services, effective October 1, 2026; and

WHEREAS, the Town desires to enter into the Agreement with BSO, in substantially the form attached hereto as Exhibit "A," in an amount not to exceed budgeted funds; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town to approve and authorize the Agreement with BSO.

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

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

Section 2. Approval of the Agreement. The Town Commission hereby approves the Agreement with BSO for the Services in an amount not to exceed budgeted funds.

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2026.

Mayor Edmund Malkoon

Attest:

Melissa Vasami, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the [] day of _____, 2026, is made by and between the Town of Lauderdale-By-The-Sea, (hereinafter referred to as the "TOWN"), and the Broward Sheriff's Office (hereinafter referred to as "BSO" or "SHERIFF")

WITNESSETH:

WHEREAS, the TOWN has previously contracted with BSO to provide a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the TOWN is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the TOWN is desirous of maintaining its Charter police power but at the same time wishes to provide for daily police services through contractual agreement, and

WHEREAS, BSO has agreed to render to the TOWN a high level of professional police service, and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall be controlling.

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF
LAUDERDALE-BY-THE-SEA AND THE BROWARD SHERIFF'S OFFICE**

IN WITNESS WHEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By: _____

DR. GREGORY TONY, SHERIFF

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____

TERRENCE O. LYNCH, GENERAL COUNSEL/EXECUTIVE DIRECTOR

**AGREEMENT FOR POLICE SERVICES BETWEEN THE TOWN OF
LAUDERDALE-BY-THE-SEA AND THE BROWARD SHERIFF'S OFFICE**

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

ATTEST:

MELISSA VASAMI
TOWN CLERK

By: _____
EDMUND MALKOON
MAYOR

Dated: _____

(SEAL)

By: _____
KEN RUBACH
TOWN MANAGER

Dated: _____

APPROVED AS TO FORM:

SUSAN L. TREVARTHEN
TOWN ATTORNEY

By: _____
LUCILA LANG
FINANCE DIRECTOR

Dated: _____

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the TOWN and BSO:

TOWN:	Town of Lauderdale By The Sea
EFFECTIVE DATE:	October 1, 2026
FIRST YEAR:	October 1, 2026 – September 30, 2027
TERM:	October 1, 2026 – September 30, 2030
RENEWAL OPTION:	Renewable for one (1) five (5) year term upon the Town and BSO agreeing to such renewal and the terms and conditions thereto.
TOWN BOUNDARIES	Per Section 2.2 of the Town of Lauderdale By The Sea Charter
STAFFING STRUCTURE:	1 District Police Chief/Captain 1 Executive Officer / Lieutenant 4 Deputy Sheriff Sergeants 19 Deputy Sheriffs(including one Traffic Deputy) 1 Community Service Aide 1 Receptionists (part-time) 1 Administrative Specialist 28 TOTAL PERSONNEL 27 Full Time 1 Part Time
MINIMUM STAFFING:	Utilizing the staffing structure as set forth above, the District Chief shall provide the Town with a minimum of three (3) sworn personnel, consisting of two (2) uniformed deputies and one (1) supervisor, on duty at all times. BSO will assign a minimum of one (1) Patrol Deputy Sheriff to cover each Patrol Zone per shift; however the

	District Chief shall have the right to temporarily re-deploy such Deputies as needed to meet the law enforcement needs of the District during any shift.
SHIFT SCHEDULE	District patrol deputies are currently are assigned a modified twelve hour shift. Some deputies with specialized assignments are assigned ten hour shifts. The length of shifts may be altered upon mutual agreement of the Sheriff and Town Manager.
CONSIDERATION: 2026/2027 Annual Consideration	FY 2026/2027 Total _ \$7,685,733
POLICE SERVICES CENTER ADDRESS:	4513 Ocean Drive Lauderdale By The Sea, FL 33308
SPECIAL DETAILS – TOWN SPONSORED EVENTS	Special Details for the Town sponsored July 4 th Parade and the Christmas By The Sea event will be provided at no additional cost to TOWN. Special Details for the 4 th of July Fireworks Show will be provided pursuant to the terms and conditions in Section 32.3 of Exhibit B to this Agreement.
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE TOWN ADDRESS:	Town Manager 4501 Ocean Drive Lauderdale By The Sea, FL 33308
SPECIFIC TERMS:	The TOWN will receive full service criminal and crime scene investigations. Additionally, the TOWN will receive the benefit of the following initiatives: Citizens Observer Patrol; Citizens Academy; Senior Citizen's Academy; Night Eyes Cards / Watch Cards for residences, businesses and vehicles; or any other crime fighting and/or community outreach initiative enacted by BSO. It is recognized by both parties that the TOWN, because of its coastal location, is subject to flooding and adverse conditions. BSO agrees to provide adequate vehicles in times of emergency to adequately address the law

	enforcement needs of the TOWN. BSO will ensure that the patrol force cooperates fully with the TOWN's Code Enforcement Department and parking Enforcement personnel, working mutually to address the TOWN's Ordinances. The District Chief and, at the request of the Town Manager, one (1) uniformed Deputy Sheriff shall be available to attend each regular and special Town Commission meeting at no additional cost to the TOWN. This uniformed Deputy Sheriff shall come from the staffing structure provided above. BSO will provide patrol and law enforcement services upon the public beach as necessary, utilizing the appropriate land, sea, or air vehicles as needed. BSO, as part of this Agreement, will provide law enforcement patrol of the waterways, including the ocean areas, within the TOWN, and enforce applicable laws and ordinances, as well as promote boater safety, on such waterways.
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EXHIBIT B

POLICE SERVICES GENERAL CONDITIONS

1. DEFINITIONS

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. "Agreement" shall mean this Agreement for Police Services between the TOWN and BSO, including all exhibits.
- b. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- d. "TOWN" shall mean the municipal entity that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions (Exhibit "A").
- e. "Town Boundaries" shall mean the area within the municipal boundaries of the TOWN, as identified in the Special Terms and Conditions of this Agreement (Exhibit "A").
- f. "Town Manager" shall mean the duly appointed and validly existing Town Manager of the TOWN. In the absence of the Town Manager, the Assistant Town Manager or person acting in the capacity of Town Manager shall have the same authority as that of the Town Manager.
- g. "Consideration" shall mean the monthly payment and other amounts payable by the TOWN hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. "District" shall mean (a) the TOWN Boundaries, or (b) the Annexed TOWN Boundaries on the date the TOWN's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein (c) any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the TOWN and BSO.
- i. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the TOWN. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between TOWN and BSO.
- j. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.

- k. "Effective Date" shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").
- l. "Facilities" shall mean that portion of the Police Services Center which is used by BSO and any additional facilities that are owned by the TOWN and used by BSO on a permanent basis to provide police services. The Facilities are listed in the Special Terms and Conditions of this Agreement (Exhibit "A").
- m. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- n. "Patrol Zone" shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the Town Manager, in which Patrol Deputy Sheriffs are assigned.
- o. "Police Services Center" shall mean the premises owned by the TOWN in which the BSO command staff assigned to the TOWN maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").
- p. "Police Services" shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. "Renewal Option" shall mean the time period that the agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").
- r. "Term" shall mean the length of this Agreement and any extensions thereto.
- s. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING**

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement (Exhibit "A") and may be modified as set forth herein. The Staffing Structure shall not be modified except through a written amendment to this Agreement executed by both the TOWN and BSO with the same formalities as set forth herein.

BSO and the TOWN shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the TOWN.

- b. **Deletions and Additions.** The TOWN shall have the right to unilaterally delete services upon no less than sixty (60) calendar days' prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted

accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The TOWN may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

c. **Shift Length.** In the event there is a modification in the length of the hours of shifts, the modification will not occur until the next scheduled shift pick at least sixty (60) calendar days from the date that the Sheriff and Town Manager agree upon the modification.

d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the TOWN.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the TOWN pursuant to the terms and conditions of this Agreement. The District Chief shall keep the Town Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the Town Manager. During such meetings, the Town Manager and District Chief shall discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

BSO's Personnel assigned to the TOWN shall only be utilized for appropriate police services within the TOWN, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement.

e. **Minimum Staffing.** BSO shall provide to the TOWN a minimum number of deputy sheriffs to patrol the TOWN per day/shift. The minimum number of deputies shall be set forth in the Special Terms and Conditions of this Agreement (Exhibit "A").

f. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees consistent with BSO agency standards. BSO is committed to providing the TOWN with highly skilled law enforcement personnel to provide police services to the TOWN.

g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the TOWN for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the TOWN shall not be called upon to assume any liability or direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers' compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Services. The TOWN and BSO understand and acknowledge

that all costs, including the employment related costs, are included in the consideration payable by the TOWN to BSO in accordance with this Agreement.

h. Staffing Review and Modifications. As part of the TOWN's annual budgetary process, BSO shall evaluate the Staffing requirements for the TOWN to determine if the current staffing level and composition adequately meets the TOWN's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the Town Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be modified through an amendment executed by both the TOWN and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, the District Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the Town Manager, the District Chief and Town Manager shall meet and discuss the need for such adjustment. If the Town Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment shall be prepared and presented to the Sheriff and Town Commission for approval and signature.

In the event the TOWN and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the TOWN or BSO may exercise its rights as set forth herein or by law.

i. Transfers – BSO's Rights. BSO shall have the right to transfer any Employee out of the District. The Town Manager shall be kept informed of all transfers.

Notwithstanding the above provisions, the transfer of the District Chief shall be governed by specific provisions related to the District Chief as set forth herein.

j. Transfers – TOWN Right. Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the TOWN Manager shall have the right to request the transfer of BSO personnel out of the TOWN, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the TOWN in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the TOWN within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.

k. Transfers – Layoffs. Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff's Office.

l. **Replacements.** Any Personnel transferred or reassigned out of the TOWN shall be replaced within thirty (30) days of the transfer.

m. **Staffing Continuity.** The TOWN and BSO recognize the importance of combining the efforts and resources of BSO and the TOWN in order to have a positive impact on reducing neighborhood crime, helping to reduce any community fears regarding crime and thus enhancing the quality of life throughout the TOWN. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.

n. **Education.** The parties acknowledge the importance of the District Employees' knowledge of the general make-up of the TOWN and its geographic areas, its industrial, business, and residential composition, its Town Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all District Employees are acquainted with the District's general make-up, geographic areas, industrial, business, Town's Code of Ordinances and residential composition and its crime trends. Upon enactment, the TOWN shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

3. **ASSIGNMENT OF POLICE POWERS**

The TOWN does hereby vest in each sworn Deputy Sheriff of BSO the police powers of the TOWN which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the TOWN while performing such law enforcement services. Accordingly, such sworn Deputy Sheriffs of BSO are hereby vested with the power to enforce the ordinances of the TOWN, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

4. **QUARTERLY GOALS AND OBJECTIVES**

On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the Town Manager, the District Chief shall meet with the Town Manager to discuss law enforcement activities within the TOWN occurring during the previous three (3) month period. At such meeting, the District Chief shall present the Town Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;

- e. Traffic citations;
- f. Staffing and Transfers;
- g. Vacancy Credits;
- h. Grant Review;
- i. Community Policing Initiatives;
- j. Code Compliance Initiatives;
- k. Response time reports, citizen complaints and their status/disposition;
- l. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The Town Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
- m. Any additional information requested by the Town Manager.

Based upon the information presented by the District Chief to the Town Manager, the District Chief, in concert with BSO command, and the Town Manager shall review the law enforcement goals and objectives of the TOWN, the staffing requirements to meet the goals and objectives and the general strategies to achieve such goals and objectives. Thereafter, BSO shall develop and implement operational initiatives to further such goals and objectives.

5. **REPORTS**

BSO shall provide monthly reports to the Town Manager that include the following information:

- Monthly Crime Report (FDLE/NIBRS/FIBRS categories) and year-to-date comparison;
- Monthly calls for service based on Deputies responding (percentage);
- Monthly encumbered times for zone Deputies by day of week; and
- Monthly crime prevention activities (past month and planned current month).

At any time during the term of this Agreement, the Town Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

BSO shall provide to TOWN in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual Report made to the TOWN by the District Chief shall be mutually agreed upon by BSO and the Town Manager.

BSO shall provide the TOWN with detailed reports indicating budget amounts, year to date expenditures, variances, etc., quarterly or upon request to the District Chief.

6. **CONSIDERATION**

- a. For the period from the Effective Date through the end of the September 30, 2027, the annualized consideration amount and the monthly payment amount for police services shall

be as set forth in the Special Terms and Conditions (Exhibit “A”), payable on the 1st of each month.

- b. The consideration payable by the TOWN for subsequent fiscal years shall be determined by adding the following:
 - 1. BSO’s budgeted costs for items other than health insurance premiums, workers’ compensation premiums, other post-employment benefits and pension contributions, not to exceed an annual increase of 5% over the total combined budgeted costs for such items (not per line item, excepting those items mentioned in paragraph 2 below) in the preceding year.
 - 2. BSO’s budgeted costs for workers’ compensation premiums, other post-employment benefits, pension contributions and health insurance premiums attributable to District Employees, which shall be based upon projected costs. The projected costs of these items shall be supported by documentation provided to the TOWN.
- c. BSO shall submit a proposed budget to the TOWN on or before the preceding May 15th. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the Town Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Employees (i.e. uniforms, computer, patrol vehicle, Taser, etc.).
- d. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District when the snapshot is taken in the payroll period in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the TOWN on or before May 1st as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in the payroll period in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the average budgeted cost of the Employee positions within the same job classification for the payroll period in February.
- e. The TOWN and BSO will negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that final resolution must be reached on or before August 15.
- f. If BSO and the TOWN are able to reach an agreement regarding the consideration, the TOWN shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- g. The TOWN and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the TOWN and BSO to

work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District.

- h. BSO shall provide the TOWN with full staffing. The TOWN shall be entitled to a credit for any vacancies that occur during the fiscal year. The TOWN's entitlement to the vacancy credit shall be calculated on a quarterly basis during the fiscal year. A vacancy occurs when a deputy or employee is absent from work and such absence results in a salary savings to the BSO. The TOWN's credit shall be calculated using the average budgeted cost of BSO Employees within the same job classification for that fiscal year. BSO shall submit a monthly report detailing vacancy days. This report shall be delivered to the Town Manager by the twentieth day of the month immediately following the month in which the vacancy occurred. Should BSO agree to modify the method for calculating vacancy credits with any other city, TOWN will be provided with the same option.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies shall be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the TOWN's November payment.

- i. BSO shall have the right to temporarily fill any vacancy within the TOWN, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the TOWN and its geographic areas, its industrial, business and residential composition and its crime trends. The TOWN shall be entitled to a vacancy credit for any vacancy, unless the vacant position is temporarily filled through overtime or temporary staffing and if BSO receives a salary savings.
- j. The parties recognize that the TOWN has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- k. In the event BSO subsequently enters into an agreement, amends an agreement or renews an agreement with a municipality or Broward County for police services (an "Eligible Agreement"), BSO shall post the Eligible Agreement on BSO's website within 10 business days of execution thereof. If the TOWN reasonably determines that the Eligible Agreement overall includes material consideration terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the TOWN shall be entitled to the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the TOWN and all other municipalities, retroactive to the effective date of the Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the more beneficial terms. The Parties acknowledge that the SHERIFF may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.

1. In addition to the consideration being paid by the TOWN to BSO under this Agreement, and pursuant to the Regional Interlocal Agreement Between Broward County and the TOWN Providing for Cooperative Participation in a Regional Public Safety Intranet, the TOWN agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District, and all needed repairs and replacements thereto in accordance with the Regional Interlocal Agreement.

7. **VEHICLE MARKINGS**

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, the name of the TOWN in three (3) to six (6) inch lettering in accordance with the BSO standard vehicle markings.

8. **FACILITIES**

The TOWN shall provide BSO with a Police Services Center.

The Police Services Center and any other facilities owned by the TOWN and used by BSO on a permanent basis are hereinafter collectively referred to as the "Facilities". BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Police Services within the District, at no additional cost to BSO.

The TOWN shall be responsible for major repairs of the Facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm damage to the facility and property). BSO shall be responsible for daily custodial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the TOWN's Facilities, BSO shall be responsible for repairing or replacing such property.

Except as provided in the preceding paragraph, maintenance and repair services for the Facilities shall be supplied by the TOWN. TOWN agrees to keep the Facilities in good structural repair. TOWN shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. TOWN further agrees to maintain in good repair the parking area and all common areas. TOWN shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. TOWN shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.

TOWN shall pay for all utility costs including, but not limited to, voice and data hardware, software, and connectivity, electric, sewer and water for the Police Services Center, however, BSO shall take reasonable measures to limit such costs.

BSO's personnel shall not conduct personal business at the Facilities. BSO's personnel shall only park personal vehicles in designated parking areas. The Facilities shall only be utilized for appropriate police services within the Town, unless otherwise mutually agreed upon by BSO and the Town Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The TOWN and BSO shall not permit the Facilities or any vehicles provided by the TOWN to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.

TOWN shall provide BSO with adequate parking spaces within reasonable proximity to the Police Services Center so as not to hinder BSO's ability to perform its obligations set forth herein.

9. **DISTRICT CHIEF**

BSO shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the TOWN, maintain at least the rank of Captain, and shall provide direct supervision of activities at the TOWN's Police Services Center and District Employees provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the TOWN. BSO's District Chief shall also function as a member of the TOWN's staff with regard to law enforcement issues and report to the Town Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the TOWN, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the TOWN, as described herein. The TOWN and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the TOWN's District Chief.

The TOWN currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the absolute discretion of the Town Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief. BSO agrees to make such selections in good faith and in the best interest of the TOWN. BSO shall provide the TOWN with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the TOWN's receipt of such notice, representatives from both BSO and the TOWN shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the Town Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the TOWN Manager has selected an individual to serve as the District Chief. The TOWN shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.

In the event the TOWN becomes dissatisfied with the performance of the District Chief, the TOWN shall provide notification to BSO. Thereafter, representatives of BSO and the TOWN shall meet to discuss possible remedies of the problems experienced by the TOWN. BSO agrees to act in good faith in resolving any problems experienced by the TOWN. The Town Manager

may remove the District Chief at any time, without cause. If the Town Manager, in his or her sole discretion, with or without cause, still desires that BSO remove the District Chief, BSO shall do so immediately.

BSO, in its sole discretion, shall have the right to remove the District Chief from the TOWN at any time for any of the following reasons:

- a. The District Chief is being promoted in rank;
- b. The District Chief is being demoted;
- c. The District Chief is being disciplined;
- d. The District Chief is retiring;
- e. The District Chief submits a request to transfer out of the TOWN;
- f. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency; or
- g. The District Chief's failure to meet documented BSO performance standards and requirements.

Additionally, BSO may remove the District Chief if, prior to the removal of the District Chief, the Sheriff meets with the Town Manager and notifies the TOWN Manager that the SHERIFF has lost confidence in the District Chief.

The removal of the District Chief from the TOWN for any reason not specified above shall require the prior approval of the Town Manager.

10. **FINES, FORFEITURES, REVENUES: PAYMENT**

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the TOWN pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.
- b. The TOWN and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the TOWN's right to the disposition of fines and forfeitures to which the TOWN would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the TOWN would otherwise be entitled, except as limited herein.
- c. The TOWN and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the TOWN through active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law

forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the TOWN through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the TOWN and BSO.

- d. Asset forfeitures seized utilizing Federal law will be managed pursuant to Federal Regulations. Awarded Federal forfeiture funds shall be equitably distributed by the applicable Task Force Memorandum of Understanding, less any costs as described herein, and any funds allocated for the TOWN's share shall be deposited into the BSO's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Federal Funds"). Such Federal Funds will be earmarked for BSO's use within the TOWN as provided under federal law.
- e. BSO agrees that any currency seized within the TOWN, through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to BSO, shall be deposited into the TOWN's Law Enforcement Trust Fund established by the TOWN, less any costs as described in paragraph 10(h) herein (hereinafter referred to as the "State Funds"). The State Funds shall be and shall always remain in the ownership of the TOWN and BSO shall not have any right to ownership and control of such Funds. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the TOWN, upon approval of the TOWN as follows:
 - 1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the Town Manager, BSO may apply to the TOWN for the use of the State Funds, within the boundaries of the TOWN, if such application is in compliance with Florida Statutes.
 - 2. The District Chief shall first submit the request to the BSO's legal counsel for a determination as to whether the request complies with applicable law. If the BSO's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with the provisions of §932.7055(4) Florida Statutes, to the Town Manager.
 - 3. If the request and accompanied written certification are acceptable to the Town Manager, the Town Manager may place the request and written certification on the agenda for the Town Commission's consideration.
 - 4. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the TOWN. The TOWN shall transfer ownership of any personal property purchased with the State Funds to BSO for exclusive use within the District.
- f. The parties agree that the decision to dispose of or use personal property, other than currency, seized within the TOWN through active participation of the District personnel and subsequently forfeited solely to the TOWN under Chapter 932, Florida Statutes, shall be in the sole discretion of the TOWN.

1. If the TOWN decides to use personal property, other than currency, forfeited to the TOWN under Chapter 932, Florida Statutes, the TOWN shall reimburse BSO for any costs, as described in paragraph 10(h), below, incurred in the seizure and forfeiture of such property.
 2. BSO shall annually invoice the TOWN for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the TOWN shall have forty-five (45) calendar days to pay such invoice. BSO shall submit the annual invoice to the TOWN on or before September 30th of each fiscal year.
 3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the Town Manager, BSO may apply to the TOWN to use such personal property either within or outside the TOWN, and if approved by the TOWN, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.
 4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the TOWN's Law Enforcement Trust Fund.
 5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the TOWN, such property shall be turned over to the TOWN.
 6. If the TOWN decides to dispose of personal property, other than currency, forfeited to the TOWN under Chapter 932, Florida Statutes, or Federal law, proceeds of the sale of such property, less costs as described herein, shall be deposited in the TOWN's Law Enforcement Trust Fund, or held by BSO for TOWN's use as required by Federal law. Proceeds from the sale of property deposited in the TOWN's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the TOWN, in the same manner as provided in subsection 10(e) above.
 7. If the personal property is approved by the TOWN for use by BSO outside of the Town boundaries, BSO will promptly notify the Town Manager of such use.
- g. BSO agrees to notify the TOWN of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The TOWN shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by the TOWN. The parties agree that the decision to use or dispose of real property seized within the TOWN, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the TOWN.
1. If the TOWN decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the TOWN's Law Enforcement Trust

Fund, less any loans, mortgages, liens, costs (as described in subsection 10(i) herein, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the TOWN's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the TOWN, in the same manner as provided in subsection 10(d), above.

2. If the TOWN decides to use such real property, the TOWN shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 10(i), below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the TOWN, BSO's legal staff shall first consult with TOWN's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the TOWN from mortgages, liens or other encumbrances on the real property. TOWN shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.
 - i. BSO shall invoice the TOWN for all actual costs incurred by BSO in the forfeiture action, and the TOWN shall have thirty (30) days to pay such invoice;
 - ii. BSO may apply to the TOWN to use such real property, and if approved, BSO may use such real property in accordance with such approval.
 - iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the TOWN.
- h. In the event that real or personal property is seized within the TOWN through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, or Federal law, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the TOWN's share of the proceeds of such sale, less costs (defined in Section 10(i)) incurred in the seizure, forfeiture, and sale of such property, shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the property. The TOWN's share of proceeds from the sale of such property shall be deposited into the TOWN's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 10(f), above.
- i. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the TOWN, through active participation of the District personnel and subsequently forfeited shall be paid by the TOWN or reimbursed to BSO, in the following priority:

1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.
 2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.
- j. BSO shall, on a quarterly basis, supply the TOWN with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the TOWN within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.
- k. TOWN shall be responsible to meet all reporting requirements for all forfeiture proceeds under state law, and BSO shall provide all necessary information pertaining to same to TOWN in a timely manner for such purpose. BSO shall also provide technical assistance to TOWN staff if requested with regard to the reporting procedure. BSO shall be responsible to meet all reporting requirements for all forfeiture proceeds under federal law, and TOWN shall provide all necessary information pertaining to same to BSO in a timely manner for such purpose.
- l. Grant funds and miscellaneous revenues. BSO shall cooperate with the TOWN and, to the extent allowable by law, act as the law enforcement agent on behalf of the TOWN in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The TOWN shall make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the TOWN. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the TOWN as a result of law enforcement activities shall continue to be received by the TOWN as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the TOWN's current agreement.

11. **TOWING**

It is recognized that the TOWN may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees, investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the TOWN enters into a towing agreement with a local vendor, BSO shall honor the TOWN's agreement for tows occurring within the municipal boundaries of the TOWN; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above described cases; BSO vehicles assigned to the TOWN or in need of towing within the TOWN are towed by the vendor at no cost to BSO; vendor provides towing and storage services

for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator. BSO reserves the right to use another vendor to tow if the TOWN's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the TOWN's vendor with regards to all confiscations/forfeiture cases occurring within the TOWN. On an annual basis, BSO shall provide the TOWN with a credit equal to the amount of total revenues received by BSO from towing services provided within the TOWN.

12. **INSURANCE**

BSO shall maintain liability and automobile insurance policies in the amounts set forth below:

General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000

BSO shall maintain these insurance policies throughout the Term. BSO shall provide the TOWN with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the TOWN understands and acknowledges that the cost of this coverage is allocated to the TOWN through the consideration set forth in the Special Terms and Conditions of this Agreement (Exhibit "A"). BSO may provide the insurance required in this Section through a self insurance program.

The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities.

13. **DEFAULT**

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):
 1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;
 2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;
 3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within

thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;

4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement pursuant to Section 14 herein;
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
 3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party;
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.
- c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

14. **TERMINATION**

- a. Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety

(90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (c) of this Section 14 shall commence.

- b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in subsection (c) of this Section 14. Material breaches shall include but are not limited to, failure by the TOWN to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement (Exhibit "A"), violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.
- c. In the event of termination or expiration of this Agreement, BSO and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a TOWN police department or other provider of police services and to maintain during such period of transition the same high quality of police service as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the TOWN is unable to provide for the same level of police protection at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until TOWN is capable of rendering such police service, whichever occurs sooner. The consideration to be paid to BSO during the transition period shall be based upon the projected cost of providing such services according to the rates defined under the present operative agreement during the transition period at the level of staffing determined reasonably necessary by BSO.
- d. Equipment and Vehicles. Upon the expiration or termination of this Agreement, BSO shall return to the TOWN, without cost or charge to the TOWN all of the items of personal property listed on the attached Exhibit C or a like kind replacement, which must be of a similar quality and design as the property listed on Exhibit C, except for any personal property listed that is obsolete or no longer serves a useful purpose in providing law enforcement services to the TOWN. Any disagreement between the TOWN and BSO as to the value or condition of the property to be returned shall be settled by an outside appraisal company agreeable to both parties.

In addition to the personal property listed on Exhibit C, upon termination or expiration of this Agreement, BSO shall transfer ownership to the TOWN of ten (10) patrol vehicles, one of which will be a Sports Utility Vehicle, with each vehicle equipped with all equipment necessary to render the vehicle suitable for service as patrol vehicle under BSO's policies (sirens, etc) and each vehicle shall be of average age and mileage as compared to BSO's active fleet of patrol vehicles at the time of termination or expiration of this Agreement. The TOWN shall have the right to inspect and approve the vehicles to be transferred to the TOWN and such approval shall not be unreasonably withheld.

15. **INDEMNIFICATION**

15.1 The TOWN and the SHERIFF shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

15.2 To the extent permitted by law, the TOWN shall indemnify, defend, and hold the SHERIFF, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of the TOWN, its employees, agents, or servants and the TOWN shall indemnify the SHERIFF, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the TOWN, its employees, agents, or servants. For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the TOWN. The TOWN shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

15.3 To the extent permitted by law, the SHERIFF shall indemnify, defend, and hold the TOWN, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of the SHERIFF, its employees, agents, servants and to that extent the SHERIFF shall indemnify the TOWN, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the SHERIFF, its employees, agents, or servants. For purposes of this provision, the TOWN's employees shall not be deemed agents or servants of the SHERIFF and the SHERIFF's employees shall not be deemed agents or servants of the TOWN. The SHERIFF shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

16. **CONTRACTOR RELATIONSHIP**

TOWN hereby retains BSO as an independent contractor to provide Police Services for the TOWN, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Police Services shall be provided to the TOWN, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the TOWN pursuant to Section 3 hereof.

17. **NO PARTNERSHIP**

The relationship between the TOWN and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the TOWN nor BSO shall have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the TOWN and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The TOWN and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

18. **REPRESENTATIONS AND WARRANTIES OF TOWN**

The TOWN represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

- a. The TOWN is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the TOWN has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the TOWN and constitutes the valid and legally binding obligation of the TOWN enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which TOWN is a party or by which TOWN is bound, (b) results in the violation by the TOWN of any provision of any Applicable Law applicable to TOWN or to which TOWN may be subject, (c) violate or conflict with any charter or other document governing the actions of TOWN, or (d) require TOWN to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The TOWN is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the TOWN herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the

statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

19. **REPRESENTATIONS AND WARRANTIES OF BSO**

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

- a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 2(b) or Section 6(k). Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

20. **INTERPRETATION**

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

21. **ACCOUNTING TERMS**

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

22. **CROSS REFERENCES**

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

23. **DRAFTING**

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

24. **NOTICE**

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

TOWN:

See Special Terms and Conditions (Exhibit "A")

BSO:

Sheriff Gregory Tony
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

25. **NON-ASSIGNABILITY**

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

26. **TIME OF THE ESSENCE**

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

27. **ENTIRE AGREEMENT**

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

28. **APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of TOWN and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

29. **WAIVER OF RIGHTS**

TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, TOWN and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

30. **SEPARABILITY**

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

31. **WAIVER**

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

32. **DESCRIPTION OF SERVICES**

BSO shall provide comprehensive law enforcement services within the municipal boundaries of the TOWN which includes services (a) customarily rendered by municipal police departments or BSO, and (b) required to be performed under Applicable Laws or TOWN Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the TOWN and BSO shall negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of service referenced in this Agreement unless approved by the TOWN in its sole and absolute discretion.

BSO law enforcement services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Employees.

- b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the TOWN).
- c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff’s deputies during off-duty hours.
- d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that request such service.

Each of these services is detailed further below.

32.1. DIRECT SERVICES:

The law enforcement services provided by the District Employees pursuant to this Agreement are as follows:

a. *Uniformed law enforcement patrol*

BSO shall provide uniformed law enforcement patrol services for the TOWN twenty-four (24) hours per day, seven (7) days a week.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the Town Manager. In order to address the ever-changing law enforcement needs of the TOWN, the District Chief or the Chief’s designee shall have the discretion to modify the deployment of BSO staff within those patrol zones.

Deputy Sheriffs shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO’s response standards and protocols.

b. *Other Law Enforcement Services*

In addition to uniformed law enforcement patrol service described above, District Employees shall provide the following law enforcement services for the TOWN:

1. BSO shall provide public education programs;
2. BSO shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the TOWN;
3. The District Chief or designee shall attend and participate at Town staff meetings, TOWN Commission meetings as requested by the Town Manager or designee;
4. Upon the request of a homeowners’ association, the District Chief or designee shall attend the association’s membership meeting;

5. BSO shall provide the Specific Services, if any, set forth in Exhibit A to this Agreement;
6. Traffic enforcement, local narcotics and property crimes investigations to the extent permissible with the existing staffing structure, as determined in the sole discretion of the District Chief.
7. Present documentation, evidence and testimony at legal proceedings regarding code violations in which BSO employees were witnesses or the citing officer, nuisance abatement cases, and local ordinance violations where BSO employees were witnesses or the citing officer.

32.2 INDIRECT SERVICES:

The TOWN indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

- a) Administration;
- b) Budget;
- c) Central Supply;
- d) Citizen Observer Patrol;
- e) Compensation and Assessment;
- f) Employee Assistance Program;
- g) Employee Benefits;
- h) Information Technology Division;
- i) Equal Employment Opportunity Division;
- j) Evidence;
- k) Department of Community Services (Media Relations, Public Relations and Crime Stoppers);
- l) Finance;
- m) Fleet Control;
- n) Grants Management;
- o) Human Resources;
- p) Institute for Criminal Justice Studies;
- q) Office of the General Counsel;
- r) Labor Relations;
- s) Purchasing;
- t) Records;
- u) Recruitment;
- v) Selection and Assessment;
- w) Victim Services; and
- x) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the TOWN.

The costs of indirect services are allocated to this Agreement.

32.3 SPECIAL DETAIL SERVICES

1. BSO shall provide security and traffic detail deputies to support special event activities occurring within the TOWN in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. Special details for TOWN-sponsored events shall be provided based upon the terms set forth in Exhibit A, Special Terms and Conditions.
2. BSO will provide special detail services for TOWN sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the TOWN will incur no additional costs associated with such services; however the TOWN understands and acknowledges that the on-duty personnel may be called to an incident during the TOWN sponsored event. For those TOWN-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and the TOWN will be charged at BSO's special detail rates at the time of the event.

Any and all special details requested by the TOWN shall be paid based upon the terms and conditions of the TOWN's permit filed with BSO's Special Details Unit.

District Employees shall be offered first choice to work the special details requested by the TOWN for a TOWN-sponsored event, unless interested personnel from the District cannot be identified, in which case other BSO personnel may be assigned.

32.4 COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be provided to the TOWN by BSO as Countywide Services to the extent that such services would be provided by BSO to any and all other municipalities in Broward County that request such service irrespective of whether or not the TOWN has a contract with BSO for such services:

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Case filing;
- e) Marine/dive team;
- f) Canine deployment;
- g) SWAT team response;
- h) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, crime scene technicians and major crime scene technical expertise;

- i) Drug enforcement and money laundering;
- j) Strategic intelligence functions;
- k) Law enforcement technical support services;
- l) Street crimes enforcement;
- m) Full-service crime lab;
- n) Helicopter patrol and air rescue services;
- o) Prisoner and jail services for municipal ordinance violators;
- p) E-911 (law enforcement dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the TOWN and the County; and
- q) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The TOWN recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the TOWN accordingly in writing. In such an event, the countywide service shall be discontinued, unless the TOWN and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

In the event Broward County does not provide funding for E-911 communications/dispatch services for the TOWN, in whole or in part, BSO's obligation to provide such services to the TOWN shall cease accordingly, unless the TOWN agrees to fund the TOWN'S proportion of the shortfall in BSO funding.

BSO shall provide notice to the TOWN of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this section.

32.5 ADDITIONAL SERVICES:

Upon the request of the Town Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.