

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, August 15, 2023

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

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

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

Regular Town Commission

Tuesday, August 15, 2023, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR CHRIS VINCENT**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION Mayor Vincent**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. Dive Into Summer Recap
 - 5.b. Proclamation for Volunteer Fire Department
 - 5.c. Proclamation for American Medical Response
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO July 2023 Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report for August 15, 2023
 - 8.b. May 2023 Finance Report
 - 8.c. June 2023 Finance Report
 - 8.d. Q2 2023 Visitor Center Quarterly Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for the July 11, 2023 and July 25, 2023 Special and Regular Commission Meetings
11. **CONSENT AGENDA**
 - 11.a. Resolution 2023-44 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PAYMENT INCREASE FOR ADDITIONAL SERVICES IN CONNECTION WITH THE AGREEMENT WITH TASK TIME SERVICES, LLC FOR FISCAL YEAR 2023; APPROVING AN INCREASE TO THE MAXIMUM TOTAL COMPENSATION FOR EACH FISCAL YEAR DURING ANY EXTENSIONS TO THE TERM OF THE AGREEMENT WITH TASK TIME SERVICES, LLC; APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH TASK TIME SERVICES, LLC TO EXTEND THE TERM TO SEPTEMBER 30, 2024 AND TO PROVIDE FOR TWO

OPTIONAL ONE-YEAR RENEWALS; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

11.b. Resolution 2023-45 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INCREASE IN PAYMENT FOR ADDITIONAL SERVICES IN CONNECTION WITH THE AGREEMENT WITH JEFFREY A. MODARELLI FOR FISCAL YEAR 2023; APPROVING AN INCREASE IN THE MAXIMUM TOTAL COMPENSATION FOR EACH FISCAL YEAR DURING THE TERM OF THE AGREEMENT WITH JEFFREY A. MODARELLI; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

11.c. Resolution 2023-46 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH AN INDEPENDENT CONTRACTOR FOR THE PROVISION OF PROFESSIONAL FIRE PREVENTION CONSULTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

11.d. Employee Insurance Benefits for FY24

12. OLD BUSINESS

12.a. Resolution 2023- 39: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S PURCHASING MANUAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

12.b. Reconsideration for Code Mitigation for 1500 South Ocean Boulevard, Unit #1608

13. NEW BUSINESS

13.a. RESOLUTION 2023-43 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A SCHEDULE OF FEES FOR USE OF THE TOWN'S COMMUNITY CENTER; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.

13.b. Special Event - Community Church Monthly Flea Market beginning September 2, 2023

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

15.a. ORDINANCE 2023-03: ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE I "IN GENERAL" OF THE CODE OF ORDINANCES TO UPDATE REGULATIONS REGARDING CONSTRUCTION FENCING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

15.b. Ordinance 2023-04: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14.3 "PARKS AND RECREATIONAL FACILITIES," OF THE TOWN CODE OF ORDINANCES TO DEFINE AND REGULATE DESIGNATED CHILDREN'S PLAY AREAS AND TO OTHERWISE

UPDATE AND CLARIFY CHAPTER 14.3; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

- 15.c.** Ordinance 2023-05: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 8, "FIRE PREVENTION AND PROTECTION," OF THE CODE OF ORDINANCES BY AMENDING ARTICLE I "IN GENERAL" AND ARTICLE II "FIRE DEPARTMENT" TO ADOPT THE CITY OF POMPANO BEACH'S FIRE PREVENTION CODE AND FEE SCHEDULE; AMENDING ARTICLE VI "FIRE PROTECTION SPECIAL ASSESSMENT" TO CLARIFY AND UPDATE PROVISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

16. ORDINANCES 2nd Reading

17. RESOLUTIONS – PUBLIC COMMENTS

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

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

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

INVOCATION:

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



Agenda Item No: 5.a.

Town Commission Agenda Item Report

Meeting Date: August 15, 2023

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

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Dive Into Summer Recap

Explanation: Katie Anderson will give a presentation on the "Dive Into Summer" event that was held on July 29th.

Recommendation: N/A

Exhibits: None



Agenda Item No: 5.b.

Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Proclamation for Volunteer Fire Department

Explanation: A Proclamation to thank and honor the Volunteer Fire Department for their many years of service.

Recommendation: N/A

Exhibits:

1. VFD Proclamation

Proclamation

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

WHEREAS, the Lauderdale-By-The-Sea Volunteer Fire Department was founded by volunteers in 1961; and

WHEREAS, the Volunteer Fire Department of Lauderdale-By-The-Sea has served this seaside community for more than 60 years; and

WHEREAS, the members of the Volunteer Fire Department have performed a vital role in our society and deserve our highest respect and appreciation; and

WHEREAS, the Volunteer Fire Department has been a pivotal part of emergency response, medical calls, beach patrol, special Town events; and

WHEREAS, we should always be inspired by the bravery and heroism demonstrated by the members of the Volunteer Fire Department; and

WHEREAS, those of the Volunteer Fire Department have long-standing exemplified the approach of “neighbors helping neighbors”; and

Now, therefore, I Chris Vincent, Mayor on behalf of the Town Commission and the grateful residents of Lauderdale-By-The-Sea, hereby proclaim the following:

1. The Volunteer Fire Department has served the Town of Lauderdale-By-The-Sea with dignity, bravery, and respect.
2. That this Proclamation is issued to remind all Volunteer Fire Department members who have served the Town of Lauderdale-By-the-Sea that their legacy will be remembered reverently as public servants who served honorably and devotedly.

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

Chris Vincent, Mayor

Katrina Adler, Town Clerk





Agenda Item No: 5.c.

Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Proclamation for American Medical Response

Explanation: A Proclamation to thank and honor American Medical Response for their many years of service.

Recommendation: N/A

Exhibits:

1. AMR Proclamation

Proclamation

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

WHEREAS, American Medical Response was selected in 2008 to provide emergency medical services to the Town of Lauderdale-By-The-Sea; and

WHEREAS, the American Medical Response has dutifully served the Town of Lauderdale-By-The-Sea community for 15 years; and

WHEREAS, the members of the American Medical Response have performed a vital role in our society and deserve our highest respect and appreciation; and

WHEREAS, the American Medical Response team has been a pivotal part in the health and safety of our Town residents and visitors in the way of emergency response and medical calls; and

WHEREAS, we should always be inspired by the selflessness and dedication demonstrated by the members of the American Medical Response; and

WHEREAS, those of the American Medical Response team have long-standing embodied the "innovation and vigilance necessary to deliver a superior level of care"; and

Now, therefore, I Chris Vincent, Mayor on behalf of the Town Commission and the grateful residents of Lauderdale-By-The-Sea, hereby proclaim the following:

1. The American Medical Response unit has served the Town of Lauderdale-The-Sea with compassion, professionalism, and respect.
2. That this Proclamation is issued to remind all American Medical Response members who have served the Town of Lauderdale-By-The-Sea, that their legacy will be remembered reverently as public servants who served honorably and devotedly.

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

Chris Vincent, Mayor

Katrina Adler, Town Clerk





Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO July 2023 Report

Explanation: BSO July 2023 report prepared by Captain Tom Palmer.

Recommendation: Accept/Approve

Exhibits:

1. July Report 2023



Date: August 2, 2023

To: Linda Connors
Town Manager

From: Captain Thomas Palmer
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- July 2023

PERSONNEL CHANGES:

Deputy Pedro Almodovar-Fernandez was promoted to Detective and transferred to the North Lauderdale District.

EMPLOYEE OF THE MONTH: Deputy James Goodwin

On July 15, 2023, just after 3 o'clock in the morning, Deputy Goodwin observed a juvenile walking in the area of 4300 block of EL Mar Drive near a closed business. The deputy contacted the juvenile who gave several false names and gave conflicting stories about why he was in the town. Deputy Goodwin was able to obtain his mother's phone number and get the male's real name. A criminal check revealed that the juvenile had a total of 11 felony warrants for the following offenses: Strong Arm Robbery, Grand Theft Auto, Burglary, Resisting Arrest, and Injure/Kill Police Animal. The warrants were confirmed, and he was transported to JAC Center for booking. The deputies then canvassed the area to search for possible unreported criminal activity (e.g., broken windows, open doors, stolen property, etc). No crimes were located or reported.

On July 23, 2023, Deputy Goodwin was parked in front of the LBTS Pavilion, when he observed a large lifted black Dodge Ram pickup truck attempting to negotiate the left turn around the pavilion square. Fearing the truck would strike his marked unit, he exited his vehicle and approached the truck on foot. Deputy Goodwin encountered the driver and immediately observed signs of impairment, such as the smell of an alcoholic beverage emanating from his breath, bloodshot eyes, slurred speech, and extensive sweating. Deputy Goodwin then noticed damage to the front right section of the truck and the tire rubbing against the bumper. The suspect was asked to exit his vehicle and in doing so, he stumbled and fell backwards. When asked about the damage to his truck, he stated his tires were too large to turn. DUI Task Force responded to conduct a DUI investigation. The suspect failed the roadside sobriety exercises, and the suspect was arrested for DUI. An inventory of the vehicle was conducted, and deputies located narcotics (Amphetamine and Alprazolam). Additionally, a loaded firearm was located in the center console of the truck. The located contraband, currency and the firearm were seized.

Due to his continued proactive police work and his dedication to the safety and security of the residents and the visitors of the Town of Lauderdale by the Sea Deputy James Goodwin was awarded the Deputy of the Month honors for July 2023.

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

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

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 15.75 hours this month.
- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 326 miles and 53 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Six (6) individuals required and were provided mental health 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 to Public Safety. ***See Notable Incidents/Arrests below.***
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us **@BSOLBTS**.

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

Independence Day Celebration: On Tuesday, July 4th the town hosted their annual, day-long celebration. The parade travelled throughout the town with local businesses, town commissioners, Volunteer Fire Department, BSO Motor Unit, and specialty vehicles as participants. The BSO Regional Traffic Unit provided six (6) Motor Deputies for traffic control. Assistance was also provided by several LBTS COP volunteers, BSO Posse members, and deputies detached from other BSO jurisdictions at no cost to the town. Captain Palmer and Lieutenant Wesolowski attended the all-day events. There were no reported crimes or notable incidents.

Dive Into Summer: The rebranded event formerly known as "Bug Fest" was held on Saturday, July 29, 2023. The event included a concert, food tents and a vendor village. Captain Palmer and Lieutenant Wesolowski attended the event. There were no reported crimes or notable incidents during the events.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2307-000065
DATE/TIME: 07/03/2023 @ 0900hrs
LOCATION: 200 block Imperial Lane
SUSPECT: unknown BM
INCIDENT: Burglary Conveyance **UNLOCKED**
SUMMARY: The victim parked his pick-up truck in the swale in front of listed address while doing work at the home. Unknown Black Male (later seen on video surveillance) exited a gray SUV, entered the pick-up truck through the unlocked front passenger door. The BM stole a black fanny pack containing \$1200.00 from the center console. Investigation is ongoing.

CASE: 13-2307-000086
DATE/TIME: 07/03/23 @ 1156hrs
LOCATION: 4319 N. Ocean Dr
SUSPECT: John Fantom W/M 7/26/60
INCIDENT: Retail Theft
SUMMARY: Subject walked into the Walgreens and was observed taking beef jerky and a bottle of water and exiting the store without paying. Contact was made in front of the business with the suspect. Management declined to prosecute (waiver of prosecution form signed).

CASE: 13-2307-000089
DATE/TIME: 7/5/23 @ 1400hrs
LOCATION: 215 Commercial Blvd
INCIDENT: Aggravated Battery
SUMMARY: The victim advised he was a pedestrian and got into a road rage type argument with the suspect. The suspect subsequently exited his vehicle and threw him to the ground. After the suspect got back into his vehicle, the victim stood in front of it to prevent the suspect from leaving. The suspect subsequently hit him with his truck and the suspect fled the area. The victim did not suffer any injuries and refused EMS attention. The investigation is currently being investigated by BSO Violent Crime Unit and remains ongoing.

CASE: 13-2306-000815
DATE/TIME: 07/05/2023 @ 1407 hrs
LOCATION: 232 Commercial Blvd
INCIDENT: Burglary Conveyance
SUMMARY: The victim parked his vehicle at the rear of Ace Hardware store and an unknown suspect(s) smashed in the window to his vehicle and removed \$2,200 cash envelope from the interior vehicle console. LBTS CID Detectives Koos/Genovese rapidly responded to assist and conducted follow-up with area canvass. Follow-up revealed victim was followed from the Bank of America located at 2400 E Commercial Blvd. The investigation is ongoing.

CASE: 13-2307-000289
DATE/TIME: 07/11/2023 @ 1838 hrs
LOCATION: 6002 N Ocean Blvd
SUSPECT: Unknown
INCIDENT: Burglary Conveyance (**Purse in Plain View**)
SUMMARY: Contact was made with the victim who stated that her vehicle was burglarized between the hours of 0930-1838 hrs. She felt it was more towards the afternoon since she parks her vehicle in the path of her co-workers entering the business and one of them would have noticed the damage to the vehicle. It appeared that the subject/s used an unknown object to break the left rear passenger window to gain entry. Once the window was broken, subject/s reached in and stole her purse which was laying on the passenger floorboard. The vehicle doors were still locked. The purse contained a Smith & Wesson firearm, U.S. Currency, credit cards, FL Driver's License and gift cards for a total theft of approximately \$1,424.00. Investigation is ongoing.

CASE: 13-2307-000292
DATE/TIME: 07/11/2023 @ 2119 hrs
LOCATION: 1541 W. Terra Mar Drive
INCIDENT: Boat Accident
SUMMARY: A vessel operator was navigating his boat in the intracoastal, striking a channel marker. Once he hit the channel marker, his boat diverted directly to the residence at 1541 W. Terra Mar Dr and crashed into a boat, boat dock and lift. Two fishermen observed the boat and once they heard the boat crash, they went to the operator to see if he was okay. Deputy Pitulan was the first to arrive at the scene and since the boat operator was seriously hurt and his boat was still in the middle of the intracoastal, Deputy Pitulan had the 2 fishermen give him a ride to the boat to immediately provide first aid. Deputy Pitulan was able to get the individual into the other boat and take him to shore for medical treatment. Florida Wildlife Commission took over the investigation under FWC Case#: 23-ON-0065608.

CASE: 13-2307-000338
DATE/TIME: 07/13/23 @ 1220 hrs
LOCATION: 278 Miramar Av
SUSPECT: James Silverstone W/M 10/28/60
INCIDENT: Warrant Arrest (Transmission of Child Pornography)
SUMMARY: On 5/31/23, the Internet Crimes Against Children (ICAC) taskforce, in furtherance of an on-going investigation, executed a search warrant at 278 Miramar Av, and seized computers and numerous drives/electronic media. On 07/13/2023, ICAC detectives responded to the LBTS district office with an arrest warrant. Suspect James Silverstone, arranged to meet detectives and

surrender himself there, where he was charged with ten (10) counts of Transmission of Child Pornography by Electronic Devices. He was subsequently transported to the BSO Main Jail.

CASE: 13-2307-000357
DATE/TIME: 07/14/23 @ 0807 hrs
LOCATION: 4319 N Ocean Dr
ARRESTEE: Aaron McFadden B/M 08/17/76
INCIDENT: Retail Theft (Felony)

SUMMARY: The suspect entered the Walgreens and selected Gillette Pro Glide Chill Razor blades and Tide liquid Pods totaling \$38.98 US Dollars. McFadden then exited the store while passing all points of sale without making payment. Dep Klier was conducting surveillance of Walgreens from across the street and immediately responded and observed McFadden in front of the store, while he was in a verbal altercation with the store manager. He was taken into custody and arrested for retail theft. McFadden has 3 prior convictions of theft and was charged with felony theft due his past convictions. He is also a prison releasee with a prior history of Burglary. The suspect was transported to the BSO Main Jail without incident.

CASE: 13-2307-000373
DATE/TIME: 07/15/2023 @ 0027 hrs
LOCATION: 1 Commercial Blvd (Pavilion Square)
ARRESTEE: Blake David Marconi (w/m, 06/30/1995)
VEHICLE: 2019 Dodge Ram 1500 Longhorn truck
INCIDENT: DUI / Narcotics Arrest

SUMMARY: While Deputy Goodwin was parked in front of the LBTS pavilion, he observed a large lifted black Dodge Ram pickup truck attempting to negotiate the left turn around the pavilion square. Fearing the truck would strike his marked unit, he exited his vehicle and approached the truck on foot. Deputy Goodwin encountered the driver (Marconi) in the driver's seat and immediately observed signs of impairment, such as the smell of an alcoholic beverage emanating from his breath, bloodshot eyes, slurred speech, and extensive sweating. Deputy Goodwin then noted damage to the front right section of the truck and tire rubbing against the bumper. Marconi was asked to exit his vehicle and in doing so, he stumbled and fell backwards. Deputies had to assist Marconi in sitting down. When asked about the damage to his truck, he stated his tires were too large to turn. DUI Task Force responded to conduct a DUI investigation. Marconi failed the roadside sobriety exercises and agreed to a breathalyzer. Deputy Popick arrested Marconi for DUI. An inventory of the vehicle was conducted and deputies located Amphetamine, Alprazolam, and a loaded firearm inside the truck. The located contraband, the currency and the firearm were placed into evidence. The suspect was transported to the BSO Main Jail.

CASE: 13-2307-000518
DATE/TIME: 07/22/23 @ 1442 hrs
LOCATION: 1 Commercial Blvd (Beach)
ARRESTEE: Scott Obrig W/M 4/17/72
INCIDENT: Disorderly Intoxication/Conduct, Resisting Arrest

SUMMARY: Deputies Hernandez and Bickel responded to 911 reports of beachgoers who were concerned for the welfare of 2 teenagers, whose father was extremely intoxicated and causing a disturbance on the beach. Callers feared he might try to leave in a vehicle while intoxicated. Deputies contacted Scott Obrig at the waterline and directed him to exit the ocean. Obrig immediately became argumentative and non-compliant, while shouting obscenities and disobeying commands. After de-escalation attempts failed, Obrig continued to aggressively

advance on Dep Hernandez, despite repeated warnings. The suspect was arrested and transported to the BSO Main Jail. The juveniles were released to their mother who was at home.

CASE: 13-2307-000529
DATE/TIME: 07/23/23 0310 hrs.
LOCATION: 4500 EL Mar Drive
SUSPECT: Juvenile
OFFENSE: Suspicious Person/Warrant Arrest
SUMMARY: At approximately 0310hrs while on patrol Deputy Goodwin observed a juvenile walking in the area of 4300 block of EL Mar Drive near a closed business. The deputies then contacted the juvenile who gave several false names and gave conflicting stories why he was in the town. Deputy Goodwin was able to obtain his mother's phone number and get the male's real name. An NCIC/FCIC check revealed that the juvenile had a total of 11 Felony warrants for the following offenses. Some had more than one offense: Strong Arm Robbery, Grand Theft Auto, Burglary, resisting arrest, Injure/Kill police animal. The warrants were confirmed, and he was transported to the JAC Center for booking. The deputies then canvassed the area to search for possible unreported criminal activity (e.g. broken windows, open doors, stolen property, etc). No crimes were located or reported.

CASE: 13-2307-000576
DATE/TIME: 07/24/2023 @ 2118 HRS
LOCATION: 4533 N Ocean Drive
INCIDENT: DUI Traffic Crash Arrest
ARRESTEE: Thomas Gintling Skellett, WM: DOB 04-22-91
SUMMARY: Deputies received a call at the above location in reference to a crash. AMR had arrived on scene and requested BSO Deputies to respond ASAP in reference to an extremely intoxicated driver. BSO Deputies immediately responded to investigate the traffic crash. There were no reported injuries and the investigation revealed that the above driver who caused the crash had all the signs of a person intoxicated. As a result, BSO DUI Unit Dep Faccini responded to assist. BSO DUI unit conducted roadsides and the driver was placed under arrest for DUI. The crash involved no injuries. The suspect was subsequently transported to the BSO Main Jail.

CASE: 13-2307-000636
DATE/TIME: 07/27/2023 @ 1022 hrs
LOCATION: 4001 N. Ocean Dr
ARRESTEE: Richard Pearson W/M 12/15/94
INCIDENT: Warrant Arrest
SUMMARY: Responded to the above location to assist the Palm Beach County Sheriff's Office in locating a suspect that is wanted for an active warrant from their jurisdiction. Deputies located the suspect and arrested him without incident.

CASE: 13-2307-000656
DATE/TIME: 07/28/23 @ 0815 hrs
LOCATION: 1441 S Ocean Blvd
VEHICLE: 2008 Red Kia Spectra bearing FL Tag 9287VW
INCIDENT: Auto Theft
SUMMARY: On 07/28/23 at approximately 0515 hrs unknown suspect(s) stole a 2008 Red Kia Spectra from the parking lot of 1441 S Ocean BLVD. A review of the town's ALPR shows the

vehicle exiting the town on 07/28/23 at approximately 0521 hrs at S Ocean BLVD/ Terra Mar Drive. Investigation is ongoing.

MONTHLY ARREST LOGS:

M Grand Theft-\$10k less than \$20K	262 Commercial Blvd
M Extortion/Threats	1800 S Ocean Blvd
M Aggravated Battery-Deadly Weapon	216 Commercial Blvd
M 10x Transmit Child Pornography by Electronic Device	278 Miramar Ave
M Petit Theft 2nd Degree 3rd or Subsequent Offense	4319 N Ocean Dr
M DUI Alcohol or Drugs 2nd Offense	1 Commercial Blvd
M Sell Manufacture/with Intent to Distribute Amphetamine	100 Commercial Blvd
M Touch/Strike Battery Domestic Violence	1 Commercial Blvd
M Disorderly Conduct	1 Commercial Blvd
M Warrant Arrest-11 Counts	4500 El Mar Dr
F Touch/Strike Battery Domestic Violence	4565 N Ocean Dr
M DUI Alcohol or Drugs 1st Offense	4533 N Ocean Dr
M Warrant Arrest-VOP Battery	4001 N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2022 YTD	2023 YTD
AUTO THEFT	1	2	5	11
BURGLARY-BUSINESS	0	0	0	1
BURGLARY-CONVEYANCE	3	0	8	13
BURGLARY-RESIDENCE	0	1	4	1
BURGLARY-STRUCTURE	0	0	0	1
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	1	0	1	5
HOMICIDE	0	0	0	0
ROBBERY	0	0	1	0
THEFT-GRAND	1	0	16	18
THEFT-PETIT	1	5	25	24
TOTALS	7	8	62	74

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	30
COP Hours Worked - Month	56
COP Patrol Miles - Month	81
COP Hours Worked - YTD	925
COP Patrol Miles - YTD	1584

COP Bike Patrol Hours - Month	10
COP Bike Patrol Hours - YTD	40

COP Beach Patrol Hours – Month	10
COP Beach Patrol Hours - YTD	127

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

	Month	2023 YTD
Reserve Deputy - Days Worked	4	38
Reserve Deputy - Hours Worked	36	307

MONTHLY STAFFING AND STATISTICAL REPORT:

The July 2023 Monthly Staffing and Statistical Report is attached.



**MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT
July 31, 2023**

CURRENT STAFFING ALLOCATIONS

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

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Pedro Almodovar	18848	Promoted	Transferred to North Lauderdale
Deputy Michael Kratz	11289	Sick Leave	Medical

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
			TOTAL	0



Lauderdale by the Sea

Monthly Activity

July 2023

Reports/Calls	
Miscellaneous Service	
Event Reports	45
Accidents	8
Calls for Service	749

Traffic	
Types of Citation	
Non-Moving / Moving Citation	219
Parking	0
Warnings	158
Total Citations	377

Arrests	
Type of Arrest	
Felony	6
Misdemeanor	1
NTA	0
Warrant	2
DUI (Misdemeanor)	2
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	2
Total Arrests	13

Time Worked	
Hours Worked	
Bike Patrol	15.75
Court Overtime	9
Training	99
Detached	0
Other Overtime	121.5
Days Worked	31

General	
FI	5
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative	
ATV/UTV: 326 Miles / 53 Hours Reserve Deputies worked 4 shifts (36 hrs)	



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (2 Mile Radius) – JULY 2023



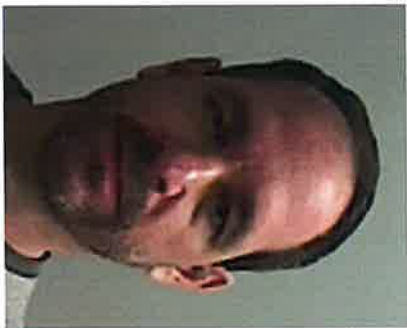
**ANTHONY
MANGANARO JR.**

11/08/1965

2751 NE 58th St

Fort Lauderdale, FL 33308

SEX OFFENSE, OTHER
STATE (ATTEMPTED
DISSEMINATE
INDECENT MATERIAL
TO MINORS 1ST
DEGREE)
(GUILTY/CONVICTED –
11/20/2003)
New York, NY



**MICHAEL DAVID
SCHEMEHL**

05/26/1974

4141 Bayview Dr.

Ft. Lauderdale, FL 33308

SEX OFFENSE,
OTHER STATE
(SEXUAL ASSAULT)
(GUILTY/CONVICTE
D – 08/26/1998)
Bucks, PA



ANGEL MAURY

01/22/1966

4011 N Ocean Blvd. #314
Fort Lauderdale, FL 33308

SEX BAT/COERCES BY THREAT,
F.S. 794.011(4)(b)

SEX BAT BY ADULT/VCTM
UNDER 12; F.S. 794.011(2) **TIMES 2**

Lewd or lascivious molestation victim
under 12 years offender 18 or older; F.S.
800.04(5)(b) ((2 COUNTS)) **TIMES 2**

Lewd, Lascivious batt sex w/ victim 12-
15 years old; F.S. 800.04(4)(a) **TIMES 2**

Unlawful Sexual Activity with Certain
Minors 16/17 yr old; F.S. 794.05(1)

(GUILTY/CONVICTED –
10/28/2013)
Broward, FL



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (2 Mile Radius) – JULY 2023



ANDREW WALKER HARRIS

08/07/1964

4221 N Ocean Blvd. #313 Fort
Lauderdale, FL 33308

SEX BAT BY ADULT/VCTM
UNDER 12; F.S. 794.011(2)
(PRINCIPAL IN ATTEMPT)

LEWD, LASCIVIOUS CHILD
U/16; F.S. 800.04 (PRINCIPAL)

Guilty/Convicted - 10/04/1990

Broward, FL



BRADLEY E DALZELL

10/30/1970

2609 NE 32nd AVE APT. A
Fort Lauderdale, FL 33306

800.04(4)(A) LEWD OR
LASCIVIOUS BATTERY; SEX
WITH VICTIM 12 TO 15

Guilty/Convicted - 11/15/2004

Lake, FL



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (2 Mile Radius) – JULY 2023



MURPHY HANDY

11/04/1956

1500 S Ocean Blvd. Apt: 1105 Pompano Beach, FL 33062

ABSCONDED FROM PROBATION

LEWD, LASCIVIOUS CHILD U/16; F.S. 800.04 (PRINCIPAL)

(GUILTY/CONVICTED – 09/21/1995)

Broward, FL

Advised by the property
manager that Handy
does not reside there.
(YR 2022)



Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report for August 15, 2023

Explanation: Following is the Town Manager's Report for August 15, 2023.

1. Downtown Enhancement Progress

Week four of the downtown construction project has been completed. We have held seven (7) meetings with the downtown businesses to listen to their concerns and address what is feasible. The demolition on Commercial Boulevard is complete. Demolition on Ocean Drive was delayed while the construction team addressed culverts located on Ocean Drive. This was resolved and demolition has commenced on Ocean Drive side of the project. The surveyors have been gathering data points and

2. Bel Air Seawall

The Bel Air seawall repair was bid as an emergency item. We selected Ray Qualmann at the last meeting to complete the work. We've met with them and the project is expected to commence mid-September. Permits have been issued and the contractor is waiting for materials. As we progress, we will keep you updated.

3. Extreme Heat

To accommodate outdoor workers during this extreme and dangerous heat wave, I authorized WastePro to begin one hour earlier (6AM) to collect trash. In addition, the Building Department sent a notice to all of our contractors authorizing them to start at 7AM for any outdoor construction work. Finally, residents may find town employees completing some of their outdoor duties earlier in the day than usual. These changes are temporary in nature and will end once we have relief from the hot weather.

4. Governing Board of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (Governing Board)

The 75% population threshold to establish the Governing Board has been reached. The next step in the process is for each participating party to appoint a representative and alternate for the Governing Board. The members must be an elected official and will be responsible for attending meetings, voting on authority business and communicating actions to their respective

municipality.

Action Requested: Appoint a member and alternate member to the Governing Board.

5. Community Emergency Response Team

The Town is entering into a contract with the City of Pompano Beach to provide fire protection and emergency medical services. The transition to Pompano Beach begins on September 1st. Even though we are transitioning from the Volunteer Fire Department to Pompano Beach, the Town continues to be interested in continuing the long tradition of neighbors helping neighbors. As such, the contract with Pompano Beach includes a requirement to establish a Community Emergency Response Team (CERT). This is a national program which trains volunteers in basic disaster skills, such as fire safety, light search and rescue, team organization and disaster medical operations. The City of Pompano Beach is taking names now for their upcoming class. If you are interested, please contact Robin Burns at (954) 786-4695 or at Robin.Burns@copbfl.com.

6. Circuit Update

We sent a letter to Broward County asking them to give us the \$78,000 that was not used for the Pelican Hopper that we could use to offset the cost of Circuit. They denied our request. We also asked them to utilize data that had already been gathered to determine if Circuit is a viable option for future Surtax funds. They are considering this request.

In other news, we received the July Circuit summary. Ridership continues to grow, with 5,612 total passengers and 2,679 total rides during the month. (This is an increase of 757 passengers and 269 rides over the month of June). The entire report is attached for your information.

7. Upcoming Meetings

Date	Type	Time
August 24	Special Magistrate	5:00 PM
September 13	Commission Budget Meeting	5:00 PM
September 13	Commission Regular Meeting	6:30 PM

Recommendation: N/A

Exhibits:

1. CIRCUIT LBTS July 2023



Lauderdale-By-The-Sea / Galt Mile Dashboard

July 2023



2,679

Total Rides



5,612

Total Pax



4.93

Avg Driver Rating



7:39

Avg Wait Time



880

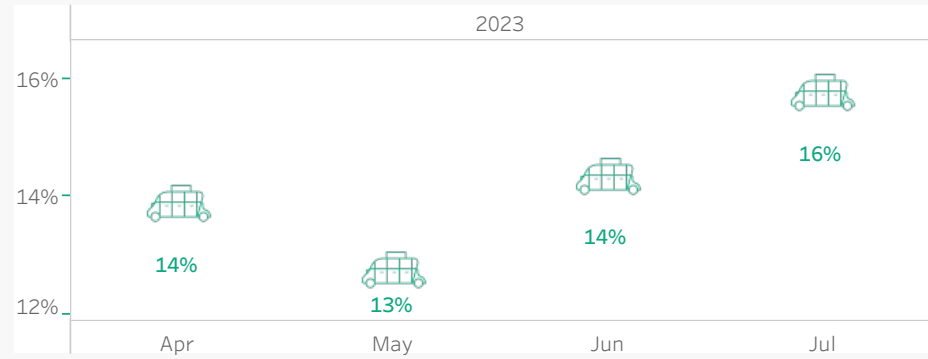
Avg Unique Users



47

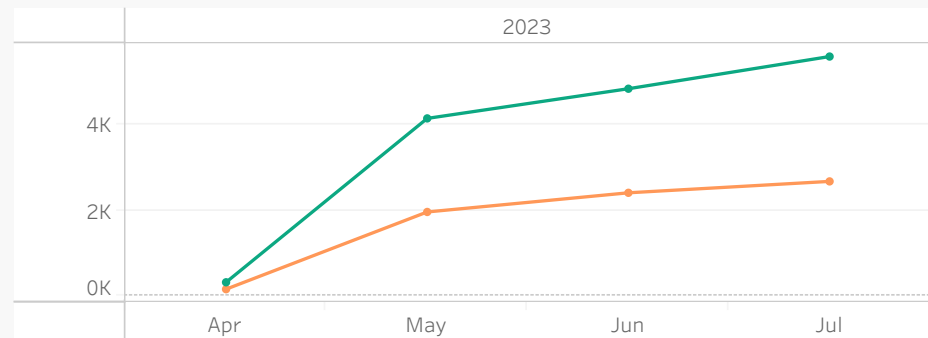
Avg User Age

Average Percent of Pooled Rides



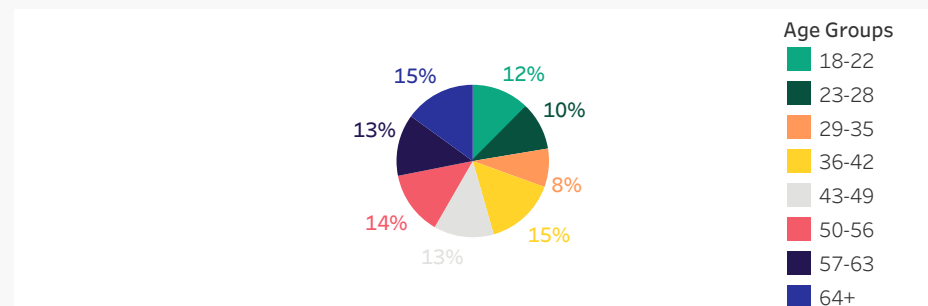
Rides & Pax per Month

Orange represents rides and green represents pax



Age Demographics

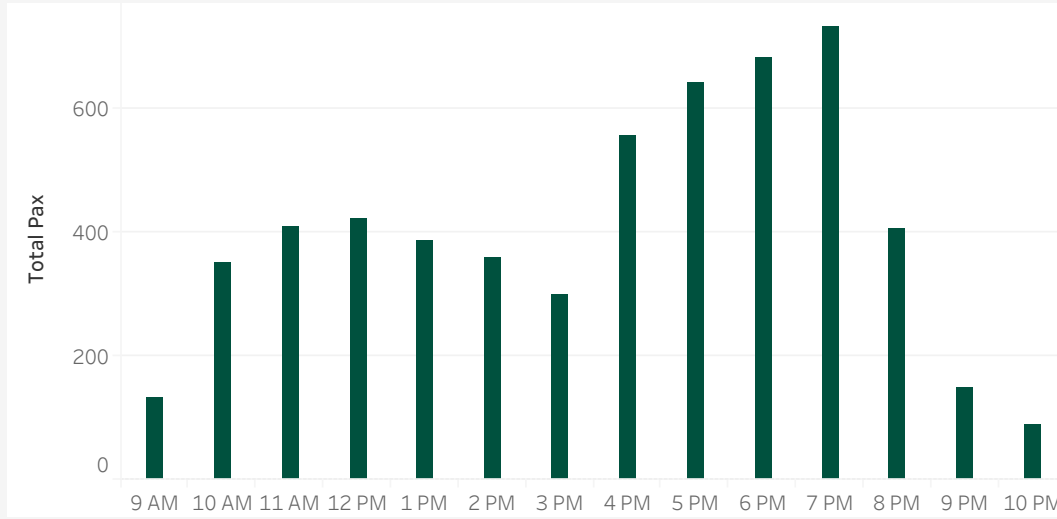
Based on the current month





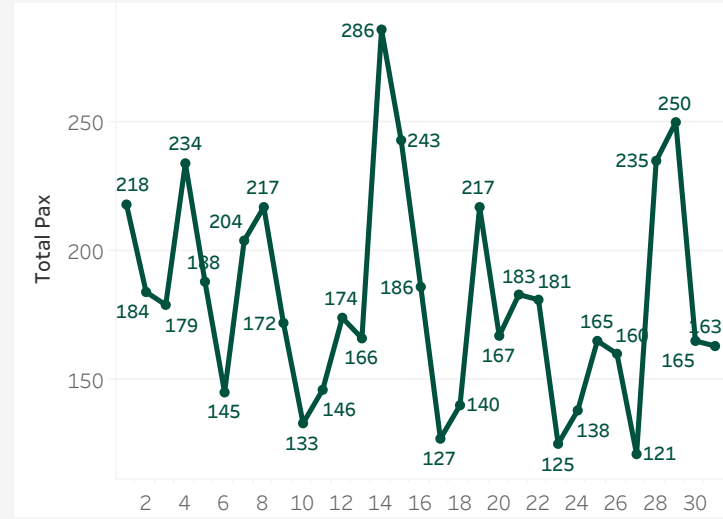
Hourly Pax

Number of passengers per service hour



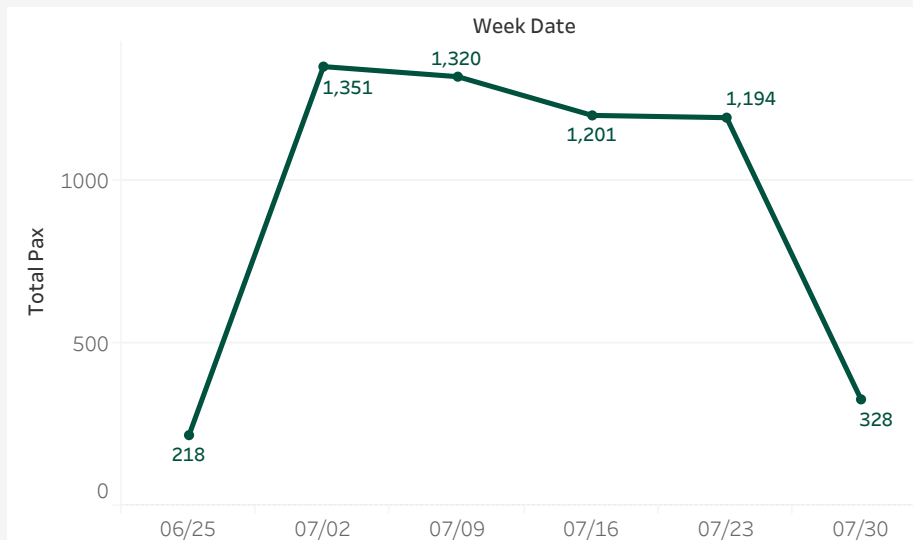
Daily Pax

Number of passengers per service day



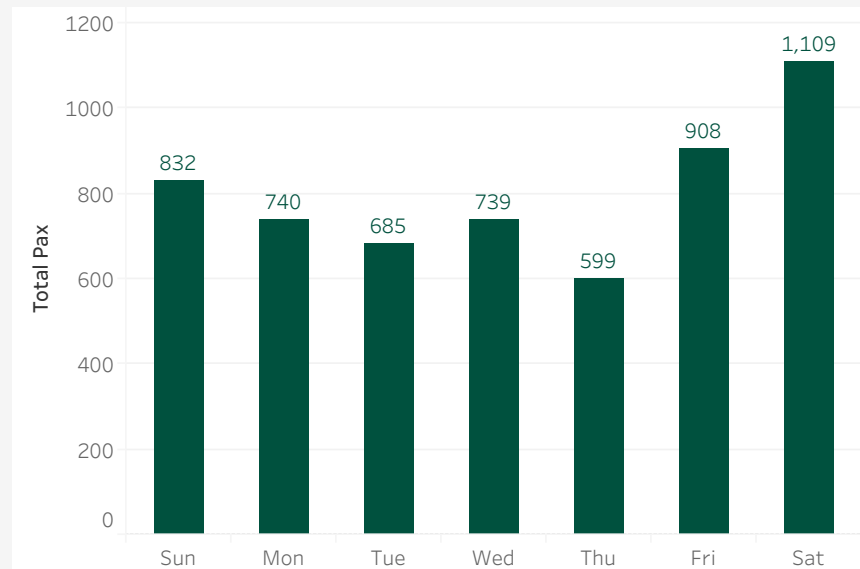
Weekly Pax

Number of passengers per service week (weeks start on Sunday - the beginning and end of month may appear short due to the nature of the week calculation)



Day of the Week Pax

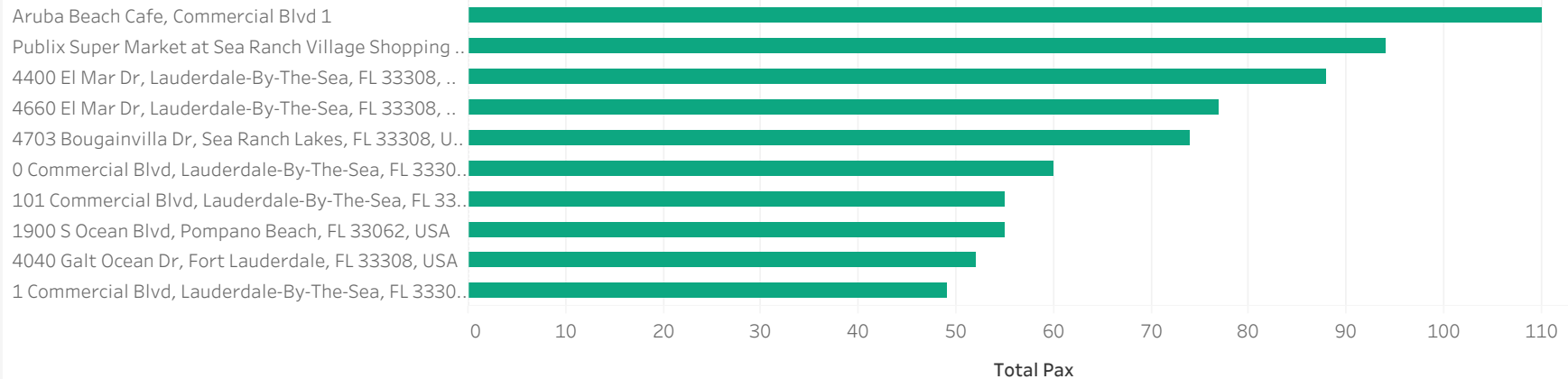
Number of passengers per service day of the week





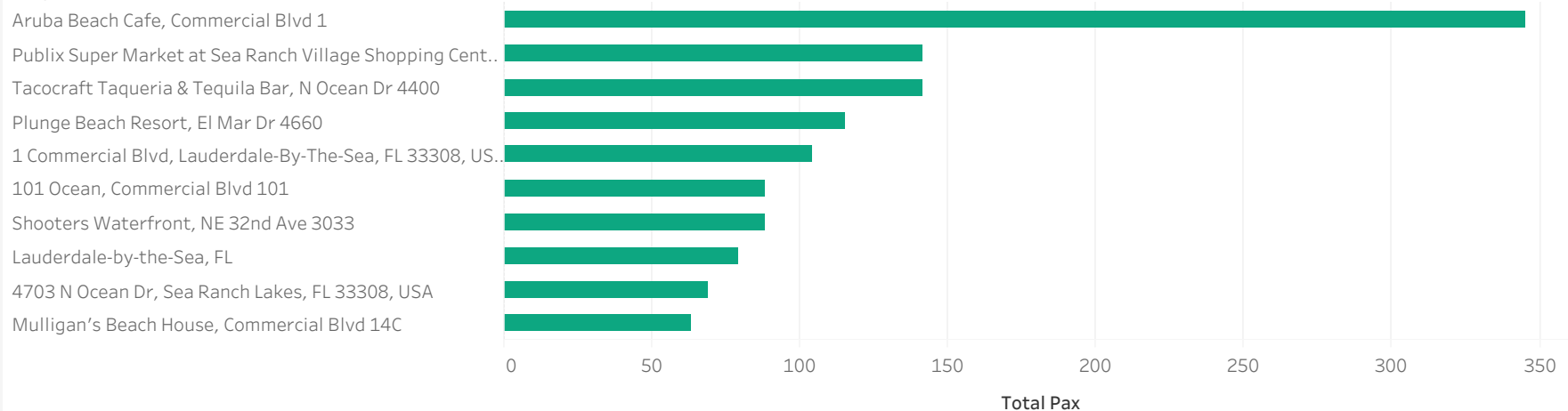
Top 10 Pickup

Pickup Addresses



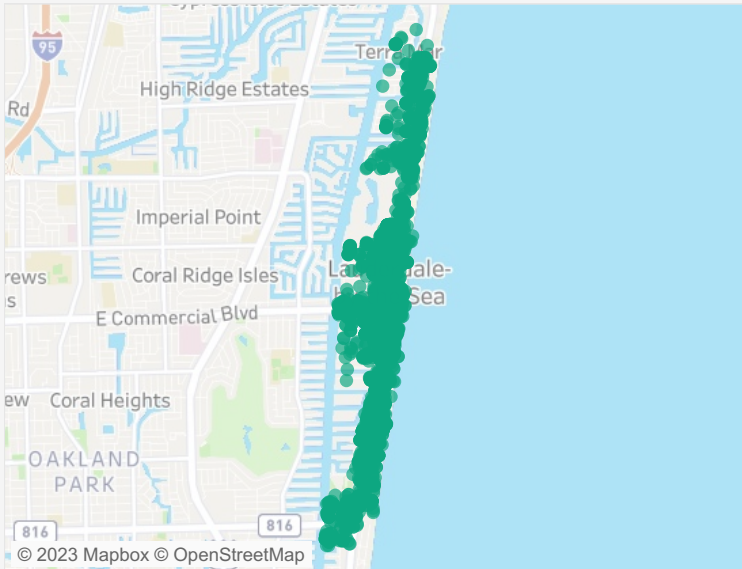
Top 10 Drop Off

Drop Off Addresses

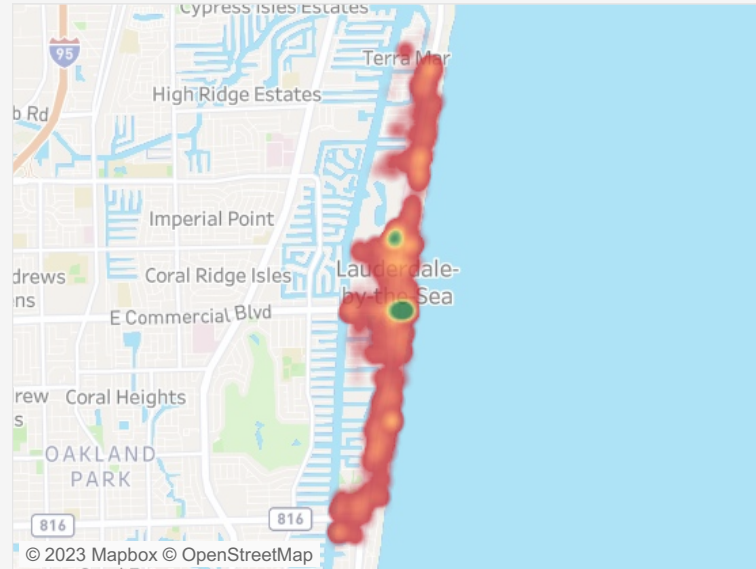




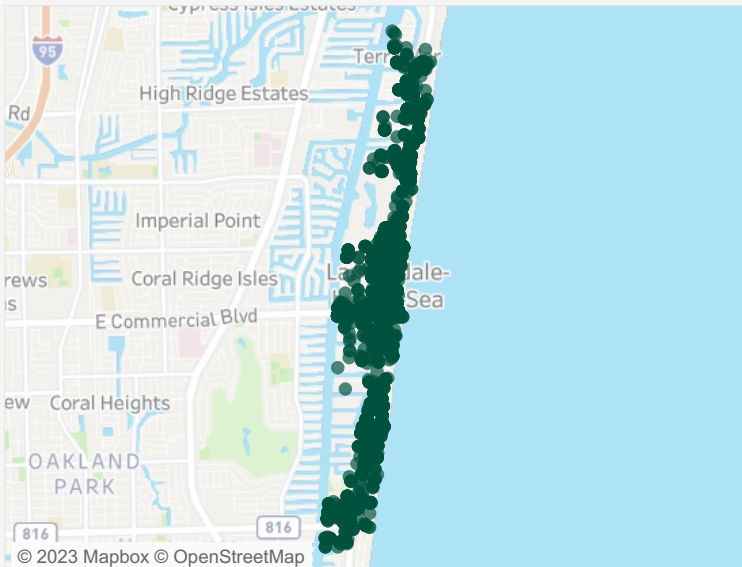
Pickup dots



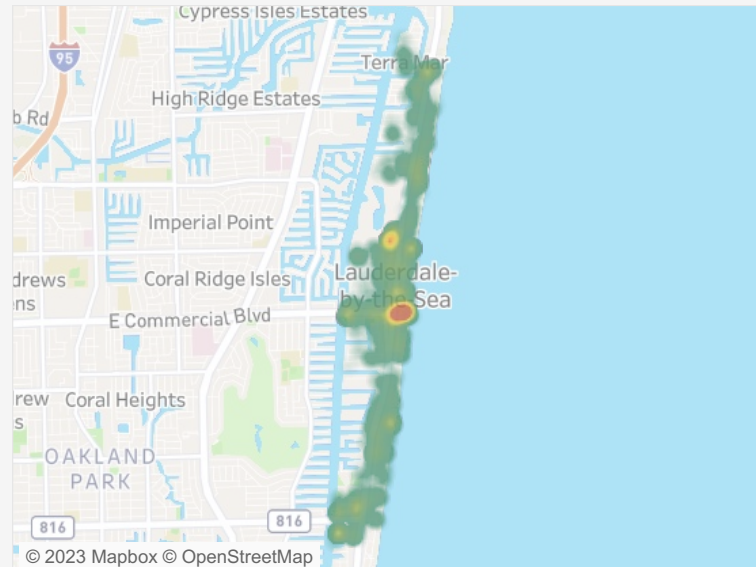
Pickup heat



Drop off dots



Drop off heat





Agenda Item No: 8.b.

Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: May 2023 Finance Report

Explanation: Presented is the May 2023 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). At the end of May, the Town was 66.67% through the fiscal year.

Recommendation: N/A

Exhibits:

1. Summary -MAY 2023 Report
2. Revenue Expenditure Report May 2023
3. CASH-INVESTMENT REPORT_May 2023

The following is a summary of the operating results through 5/31/2023:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 14,345,011.00	\$ 477,342.00	\$ 13,867,669.00	\$ 12,255,609.42	88.38%	\$ 10,486,693.80	75.62%	\$ 1,768,915.62
Building Fund	\$ 998,833.00	\$ 30,983.00	\$ 967,850.00	\$ 1,638,264.49	169.27%	\$ 1,050,180.46	108.51%	\$ 588,084.03
Sewer Fund	\$ 1,528,373.00	\$ 224,296.00	\$ 1,304,077.00	\$ 793,998.35	60.89%	\$ 970,773.82	74.44%	\$ (176,775.47)
Fire Fund	\$ 2,344,367.00	\$ 1,175,350.00	\$ 1,169,017.00	\$ 1,156,860.23	98.96%	\$ 702,342.66	60.08%	\$ 454,517.57
Capital Fund	\$ 4,979,310.00	\$ 2,798,866.00	\$ 2,180,444.00	\$ 8,260.26	0.38%	\$ 1,341,966.77	26.95%	\$ (1,333,706.51)
Parking Fund	\$ 2,457,024.00	\$ -	\$ 2,457,024.00	\$ 2,610,964.35	106.27%	\$ 2,817,735.95	114.68%	\$ (206,771.60)
Grand Total	\$ 26,652,918.00	\$ 4,706,837.00	\$ 21,946,081.00	\$ 18,463,957.10		\$ 17,369,693.46		\$ 1,094,263.64

Notable items for this month are as follows:

General Fund-001:

- Through the month of May, the Town had received a total of \$9,592,144.63 or 97.86% of Ad Valorem Property Taxes of budgeted amount.
- Overall, General Fund revenues and expenditures are within budget.
 - Note:
 - Commission expenditures are slightly over budget as the invoice for March 2022 Municipal Election was received in fiscal year 2023 from the Broward County Supervisor of Elections.

Building Fund-102:

- Building Permit Fees are over \$1.6M, which is 71.47% above what was budgeted for FY23.
- Fund expenditures correlate with the revenues; therefore, expenses are above where they should be.

Sewer Fund-103:

- Sewer Fund revenues and expenditures are within expectations for the fiscal year.

Fire Fund-115:

- Through the month of May, the Town had received a total of \$1,114,025.69 or 98.22% of Property Tax-Fire Assessment of budgeted amount.
- Expenditures are within expectations.

Capital Projects Fund-300:

- Activity for capital projects for the month of May is listed below:

MAY, 2023 REPORT INFORMATION					
CIP Projects	Budget	May Expenditures	YTD Expenditures	% Completion	Comments
Jarvis AV Upgrades	\$ 165,000.00	\$ -	\$ 79,532.47	48.20%	No activity for the month of May.
Financial Software Updates	\$ 98,000.00	\$ -	\$ 8,744.83	8.92%	No activity for the month of May.
Offsite Roof Replacement	\$ 331,000.00	\$ -	\$ 304,560.00	92.01%	No activity for the month of May.
Downtown Parking Configuration	\$ -	\$ 550.00	\$ 43,819.22	0.00%	Payment i/a/o \$550 was made to Broward County-Building Code for permit(s).
Downtown Commercial Refurbishment	\$ 1,200,000.00	\$ 9,520.00	\$ 193,055.02	16.09%	Payments in the amounts of \$3,520 and \$6,000 were made to Architectural Alliance for permitting and bid services.
Bel Air-Seawall Repair-East	\$ 215,545.00	\$ 4,800.00	\$ (45,491.09)	-21.11%	Payment i/a/o \$4,800 made to B & M Marine Construction, Inc. for the supply and installation of 22 ton of boulders.
Canal Dredging	\$ 380,000.00	\$ 593,271.36	\$ 634,423.60	166.95%	Expense was actually for \$296,635.68 payable to The Chappell Group, Inc. for dredging costs will be reversed in June, re-issue to Ahna Marine & Construction, Co.
Storm Water Rate Study	\$ 60,000.00	\$ -	\$ -	0.00%	No activity for the month of May.
Dune Master Plan/ Beach Renourishment	\$ -	\$ -	\$ 2,463.87	FY22 Project. Rollover expense.	No activity for the month of May.
Pedestrian Amenities	\$ 50,000.00	\$ -	\$ 1,043.82	2.09%	No activity for the month of May.
Street Project Codrington Drive	\$ 1,700,000.00	\$ 167.33	\$ 75,323.13	4.43%	Payment i/a/o \$167.33 made to Baxter & Woodman, Inc. for reimbursable expenses.
Friedt Park	\$ 700,000.00	\$ -	\$ -	0.00%	No activity for the month of May.
Totals:	\$ 4,899,545.00	\$ 608,308.69	\$ 1,297,474.87		

Parking Fund-310:

- Parking revenues are at 104.33%, a bit higher than what was budgeted for FY23.
- Expenditures are within expectations.
- The top producing lots for May 2023 were:
 - A1A Parking Lot
 - Ocean Front Meters
 - El Prado Parking Lot
 - El Mar Parking Lot

A breakdown of parking revenue by lots is outlined in the Table below:

	January, 2023		February, 2023		March, 2023		April, 2023		May, 2023	
South Ocean	\$ 28,537.92	\$ 9,961.50	\$ 30,683.94	\$ 2,930.06	\$ 41,968.17	\$ 1,832.16	\$ 29,660.20	\$ 3,148.74	\$ 11,896.15	\$ (15,920.43)
Ocean Front Meters	\$ 40,782.67	\$ 6,817.59	\$ 36,483.64	\$ 7,157.76	\$ 49,731.89	\$ 5,759.91	\$ 38,918.20	\$ 1,076.73	\$ 71,118.22	\$ 29,654.77
Commercial Blvd. Meters	\$ 8,688.55	\$ 2,007.58	\$ 8,099.53	\$ 620.34	\$ 14,963.95	\$ 3,801.91	\$ 9,348.83	\$ 1,472.93	\$ 12,111.88	\$ 5,118.23
Parking Meters-Beach	\$ 20,491.61	\$ 6,046.67	\$ 19,246.73	\$ 258.86	\$ 26,731.83	\$ 342.59	\$ 20,172.51	\$ 151.65	\$ 25,320.67	\$ 2,505.31
Palm Portal-FDG	\$ 10,736.89	\$ 3,703.37	\$ 12,165.07	\$ 2,170.04	\$ 18,129.46	\$ 2,793.93	\$ 12,520.55	\$ (0.32)	\$ 16,237.39	\$ 3,394.67
El Prado Parking Lot	\$ 61,389.45	\$ 20,014.98	\$ 64,111.77	\$ 8,044.54	\$ 85,645.75	\$ 5,008.22	\$ 60,541.11	\$ (1,005.96)	\$ 70,499.04	\$ 9,450.96
Town Hall Parking Lot	\$ 2,103.21	\$ 375.63	\$ 3,779.33	\$ (533.37)	\$ 5,654.43	\$ 316.77	\$ 3,557.56	\$ (103.53)	\$ 4,790.44	\$ 133.12
El Mar Parking Lot	\$ 25,446.91	\$ 1,788.99	\$ 22,214.21	\$ (2,089.72)	\$ 30,037.34	\$ (1,056.48)	\$ 22,990.58	\$ (1,034.35)	\$ 31,260.05	\$ 2,636.48
A1A Parking Lot	\$ 65,875.05	\$ 18,598.91	\$ 65,732.74	\$ 5,741.77	\$ 91,556.05	\$ 5,848.89	\$ 68,410.71	\$ 8,333.88	\$ 72,564.23	\$ 10,611.48
Bougainvillea/Poinciana	\$ 20,592.40	\$ 6,738.01	\$ 25,073.43	\$ 5,798.70	\$ 34,718.69	\$ 6,215.64	\$ 26,785.18	\$ 6,143.83	\$ 27,741.47	\$ 8,781.60
Monthly Total:	\$ 284,644.66		\$ 287,590.39		\$ 399,137.56		\$ 292,905.43		\$ 343,539.54	
Difference from last year \$:	\$ 76,053.23		\$ 30,098.98		\$ 30,863.54		\$ 18,183.60		\$ 56,366.19	
Difference from last year %:	36.46%		11.69%		8.38%		6.62%		19.63%	

In addition to the detailed information on parking revenues, the following chart shows the collection of parking fines collected at Town Hall and Municipal Citations.

*Note: Information from RTR Financial Services, Inc. (Collection Agency) has not been received for this month.

Parking Fines	December 2022	January 2023	February 2023	March 2023	April 2023	May 2023
	\$ 2,876.51	\$ 20,188.69	\$ 18,682.38	\$ 14,305.00	\$ 16,538.03	\$ 1,680.00



Lauderdale-By-The-Sea, FL

Budget Report Account Summary

For Fiscal: 2022-2023 Period Ending: 05/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Department: 000000 - NonDesignated						
001-000000-380200 Appropriated Fund Balance	477,342.00	477,342.00	0.00	0.00	-477,342.00	0.00 %
Department: 000000 - NonDesignated Total:	477,342.00	477,342.00	0.00	0.00	-477,342.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	9,801,757.00	9,801,757.00	96,220.88	9,592,144.63	-209,612.37	97.86 %
Department: 301000 - Ad Valorem Property Taxes Total:	9,801,757.00	9,801,757.00	96,220.88	9,592,144.63	-209,612.37	97.86%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	898,000.00	898,000.00	96,696.54	587,606.50	-310,393.50	65.44 %
001-301100-311440 Gas Utility Tax	20,000.00	20,000.00	1,546.28	13,958.21	-6,041.79	69.79 %
001-301100-314300 Water Utility Tax	168,000.00	168,000.00	6,200.84	103,433.41	-64,566.59	61.57 %
Department: 301100 - Utility Taxes Total:	1,086,000.00	1,086,000.00	104,443.66	704,998.12	-381,001.88	64.92%
Department: 301600 - Franchise Taxes						
001-301600-313100 Fl Power & Light Franchise	600,000.00	600,000.00	62,202.54	441,397.87	-158,602.13	73.57 %
001-301600-313300 Waste Franchise Collection	170,000.00	170,000.00	20,092.72	72,633.61	-97,366.39	42.73 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	0.00	-9,000.00	0.00 %
001-301600-313400 Gas Franchise	22,000.00	22,000.00	0.00	8,325.97	-13,674.03	37.85 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	0.00	210.00	-590.00	26.25 %
Department: 301600 - Franchise Taxes Total:	801,800.00	801,800.00	82,295.26	522,567.45	-279,232.55	65.17%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	4,005.13	109,238.22	9,238.22	109.24 %
001-302000-321110 Sidewalk Cafe Row	80,000.00	80,000.00	412.00	46,893.72	-33,106.28	58.62 %
001-302000-322150 Miscellaneous Permits	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-302000-322250 Zoning Permit & Fees	2,500.00	2,500.00	30.00	1,490.00	-1,010.00	59.60 %
001-302000-322400 Sign Permits	3,000.00	3,000.00	100.00	1,550.00	-1,450.00	51.67 %
Department: 302000 - Licenses & Permits Total:	186,500.00	186,500.00	4,547.13	159,171.94	-27,328.06	85.35%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	170,000.00	170,000.00	15,817.01	110,397.57	-59,602.43	64.94 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	9,329.08	9,965.35	-6,734.65	59.67 %
001-303000-311180 Sales Tax	450,000.00	450,000.00	48,010.29	309,851.52	-140,148.48	68.86 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	5,628.43	31,434.42	-36,065.58	46.57 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	3,953.74	30,405.52	-17,594.48	63.34 %
001-303000-315100 Communication Service Tax	325,000.00	325,000.00	27,704.90	188,168.88	-136,831.12	57.90 %
001-303000-334910 Bcc-senior Center Grant	19,045.00	19,045.00	0.00	0.00	-19,045.00	0.00 %
001-303000-334914 Bcc-transportation Grant	150,000.00	150,000.00	26,294.84	51,959.16	-98,040.84	34.64 %
001-303000-334915 Fdot-reimbursable Grant	18,064.00	18,064.00	0.00	19,164.20	1,100.20	106.09 %
001-303000-334930 Emergency Supplemental Funding	0.00	0.00	0.00	16,138.52	16,138.52	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,264,309.00	1,264,309.00	136,738.29	767,485.14	-496,823.86	60.70%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-304000-347500 Tennis - Shuffle Key	11,000.00	11,000.00	320.00	12,430.00	1,430.00	113.00 %
Department: 304000 - Charges for Services Total:	13,000.00	13,000.00	320.00	12,430.00	-570.00	95.62%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	3,910.32	21,839.70	-10,160.30	68.25 %
001-305000-354160 Code Enforcement Fines	30,000.00	30,000.00	75.00	11,400.00	-18,600.00	38.00 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
Department: 305000 - Fines & Forfeitures Total:	65,000.00	65,000.00	3,985.32	33,239.70	-31,760.30	51.14%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	6,000.00	6,000.00	19,934.14	61,268.56	55,268.56	1,021.14 %
001-306000-362000 Rent/lease Royalties	79,503.00	79,503.00	10,000.00	62,907.12	-16,595.88	79.13 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-365400	Recycling Revenue	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-306000-366100	Donations	10,000.00	10,000.00	0.00	20,500.00	10,500.00	205.00 %
001-306000-369100	Miscellaneous Revenues	80,000.00	80,000.00	2,750.39	93,392.09	13,392.09	116.74 %
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	350.00	3,150.00	-11,850.00	21.00 %
001-306000-369201	Miscellaneous Merchandisesales	0.00	0.00	174.49	2,064.67	2,064.67	0.00 %
001-306000-369250	Recreational Activities Fee	1,250.00	1,250.00	0.00	1,190.00	-60.00	95.20 %
001-306000-369500	miscellaneous Lobbyist	250.00	250.00	0.00	450.00	200.00	180.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		212,003.00	212,003.00	33,209.02	244,922.44	32,919.44	115.53%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	80,843.00	80,843.00	6,218.36	49,598.84	31,244.16	61.35 %
001-511000-500210	Employer Fica Taxes	6,185.00	6,185.00	438.76	3,498.76	2,686.24	56.57 %
001-511000-500220	Retirement	46,081.00	46,081.00	7,088.96	29,959.28	16,121.72	65.01 %
001-511000-500230	Group Insurance	54,185.00	54,185.00	3,478.63	38,140.86	16,044.14	70.39 %
001-511000-500345	Contractual Services	4,500.00	4,500.00	206.25	2,231.25	2,268.75	49.58 %
001-511000-500510	Office Supplies	500.00	500.00	0.00	0.00	500.00	0.00 %
001-511000-500512	Elections	0.00	0.00	0.00	15,700.00	-15,700.00	0.00 %
001-511000-500540	Dues & Subscriptions	2,700.00	2,700.00	0.00	858.00	1,842.00	31.78 %
001-511000-500545	Training	6,000.00	6,000.00	0.00	75.00	5,925.00	1.25 %
001-511000-500550	Operating Expenses	10,000.00	10,000.00	5,000.00	10,955.68	-955.68	109.56 %
Department: 511000 - Commission Total:		210,994.00	210,994.00	22,430.96	151,017.67	59,976.33	71.57%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	71,490.00	71,490.00	0.00	66,490.00	5,000.00	93.01 %
Department: 511100 - Donation-Non Profits Total:		71,490.00	71,490.00	0.00	66,490.00	5,000.00	93.01%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	37,128.00	37,128.00	2,687.70	18,917.29	18,210.71	50.95 %
001-511200-500210	Employer Fica Taxes	2,841.00	2,841.00	205.61	1,447.16	1,393.84	50.94 %
001-511200-500220	Retirement	4,422.00	4,422.00	621.94	2,331.90	2,090.10	52.73 %
001-511200-500340	Sewer/wastewater	3,500.00	3,500.00	280.17	2,288.96	1,211.04	65.40 %
001-511200-500345	Contractual Services	0.00	0.00	0.00	580.00	-580.00	0.00 %
001-511200-500430	Electric Service	1,600.00	1,600.00	108.63	711.72	888.28	44.48 %
001-511200-500431	Water Service	4,200.00	4,200.00	327.26	2,671.62	1,528.38	63.61 %
001-511200-500463	Service Maintenance Contracts	3,000.00	3,000.00	122.38	743.00	2,257.00	24.77 %
001-511200-500506	Printing & Binding	0.00	0.00	0.00	2,490.00	-2,490.00	0.00 %
001-511200-500520	Bldg. Maintenance	10,240.00	10,240.00	3,700.00	3,700.00	6,540.00	36.13 %
001-511200-500550	Operating Expenses	15,370.00	15,370.00	-112.20	1,737.73	13,632.27	11.31 %
001-511200-500640	Capital Outlay - Equipt & Mach	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
Department: 511200 - Visitor Center Total:		85,801.00	85,801.00	7,941.49	37,619.38	48,181.62	43.84%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	596,812.00	596,812.00	44,382.44	357,242.51	239,569.49	59.86 %
001-513000-500140	Overtime Salaries	3,500.00	3,500.00	21.75	1,175.64	2,324.36	33.59 %
001-513000-500210	Employer Fica Taxes	46,750.00	46,750.00	3,276.11	24,934.57	21,815.43	53.34 %
001-513000-500220	Retirement	118,212.00	118,212.00	21,605.00	89,573.99	28,638.01	75.77 %
001-513000-500230	Group Insurance	102,707.00	102,707.00	6,398.86	64,247.43	38,459.57	62.55 %
001-513000-500315	Professional Services	29,000.00	29,000.00	9,675.00	13,375.00	15,625.00	46.12 %
001-513000-500320	Audit Expense	42,500.00	42,500.00	0.00	35,000.00	7,500.00	82.35 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	245.00	2,926.20	2,073.80	58.52 %
001-513000-500345	Contractual Services	40,000.00	40,000.00	8,824.91	44,933.90	-4,933.90	112.33 %
001-513000-500463	Service Maintenance Contracts	58,000.00	58,000.00	3,081.07	51,566.87	6,433.13	88.91 %
001-513000-500506	Printing & Binding	3,500.00	3,500.00	0.00	417.47	3,082.53	11.93 %
001-513000-500508	Postage	5,500.00	5,500.00	125.20	3,734.40	1,765.60	67.90 %
001-513000-500510	Office Supplies	4,500.00	4,500.00	179.81	3,810.43	689.57	84.68 %
001-513000-500540	Dues & Subscriptions	8,200.00	8,200.00	1,349.75	4,541.45	3,658.55	55.38 %
001-513000-500545	Training	18,500.00	18,500.00	1,165.00	6,262.53	12,237.47	33.85 %
001-513000-500550	Operating Expenses	21,000.00	21,000.00	1,317.44	17,968.62	3,031.38	85.56 %
Department: 513000 - Administration Total:		1,103,681.00	1,103,681.00	101,647.34	721,711.01	381,969.99	65.39%

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	348,500.00	348,500.00	78,280.08	171,999.27	176,500.73	49.35 %
001-514000-500314	Litigation	94,860.00	94,860.00	0.00	225.00	94,635.00	0.24 %
001-514000-500319	Ethics Research, Training & Op	6,640.00	6,640.00	3,092.73	6,117.73	522.27	92.13 %
Department: 514000 - Town Attorney Total:		450,000.00	450,000.00	81,372.81	178,342.00	271,658.00	39.63%
Department: 519000 - General							
001-519000-500311	Advertisements	12,500.00	12,500.00	5,000.00	6,287.32	6,212.68	50.30 %
001-519000-500315	Professional Services	103,130.00	103,130.00	14,711.54	83,679.65	19,450.35	81.14 %
001-519000-500345	Contractual Services	50,350.00	50,350.00	11,462.00	60,965.87	-10,615.87	121.08 %
001-519000-500349	Community Mobility Services	328,187.00	328,187.00	8,690.00	64,542.16	263,644.84	19.67 %
001-519000-500451	Auto, Property & Liability Ins	157,000.00	157,000.00	0.00	146,776.66	10,223.34	93.49 %
001-519000-500452	Workers Compensation Insur	52,000.00	52,000.00	0.00	34,383.00	17,617.00	66.12 %
001-519000-500463	Service Maintenance Contracts	66,000.00	66,000.00	4,665.11	43,222.70	22,777.30	65.49 %
001-519000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
001-519000-500506	Printing & Binding	40,292.00	40,292.00	0.00	11,420.36	28,871.64	28.34 %
001-519000-500511	Computer Expense	10,000.00	10,000.00	398.00	14,282.60	-4,282.60	142.83 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	90.79	134.21	40.35 %
001-519000-500550	Operating Expenses	27,900.00	27,900.00	0.00	34,460.62	-6,560.62	123.51 %
001-519000-500552	Recycling And Solid Waste Exp	32,400.00	32,400.00	2,550.79	15,155.95	17,244.05	46.78 %
001-519000-500610	Capital Outlay Land/bldg Acqui	0.00	0.00	0.00	1,571,628.82	-1,571,628.82	0.00 %
Department: 519000 - General Total:		979,984.00	979,984.00	47,477.44	2,086,896.50	-1,106,912.50	212.95%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	136,894.00	136,894.00	4,272.66	77,134.01	59,759.99	56.35 %
001-519100-500140	Overtime Salaries	5,000.00	5,000.00	66.89	496.57	4,503.43	9.93 %
001-519100-500210	Employer Fica Taxes	11,238.00	11,238.00	332.26	5,915.44	5,322.56	52.64 %
001-519100-500220	Retirement	17,496.00	17,496.00	1,776.73	9,843.02	7,652.98	56.26 %
001-519100-500230	Group Insurance	23,150.00	23,150.00	770.12	13,988.25	9,161.75	60.42 %
001-519100-500311	Advertisements	21,800.00	21,800.00	0.00	7,420.00	14,380.00	34.04 %
001-519100-500315	Professional Services	63,400.00	63,400.00	5,717.00	45,092.19	18,307.81	71.12 %
001-519100-500345	Contractual Services	6,138.00	6,138.00	191.25	12,328.27	-6,190.27	200.85 %
001-519100-500347	Programs	16,300.00	16,300.00	0.00	5,938.92	10,361.08	36.44 %
001-519100-500495	Special Events	179,400.00	179,400.00	6,923.59	58,102.19	121,297.81	32.39 %
001-519100-500506	Printing & Binding	9,948.00	9,948.00	1,663.50	9,562.70	385.30	96.13 %
001-519100-500540	Dues & Subscriptions	1,945.00	1,945.00	0.00	789.17	1,155.83	40.57 %
001-519100-500545	Training	500.00	500.00	0.00	498.00	2.00	99.60 %
001-519100-500550	Operating Expenses	1,000.00	1,000.00	0.00	1,444.04	-444.04	144.40 %
Department: 519100 - Tourism and Community Outreach Total:		494,209.00	494,209.00	21,714.00	248,552.77	245,656.23	50.29%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	11,191.67	59,090.39	20,909.61	73.86 %
001-521000-500345	Contractual Services	5,681,422.00	5,681,422.00	473,451.83	3,766,019.67	1,915,402.33	66.29 %
001-521000-500352	Contract Services	6,000.00	6,000.00	0.00	4,996.19	1,003.81	83.27 %
001-521000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-521000-500550	Operating Expenses	6,000.00	6,000.00	0.00	209.90	5,790.10	3.50 %
001-521000-500640	Capital Outlay - Equipit & Mach	3,000.00	3,000.00	9,788.84	14,543.84	-11,543.84	484.79 %
Department: 521000 - Police Department Total:		5,778,422.00	5,778,422.00	494,432.34	3,844,859.99	1,933,562.01	66.54%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	899,910.00	899,910.00	74,992.50	599,940.00	299,970.00	66.67 %
Department: 523000 - Emergency Medical Services Total:		899,910.00	899,910.00	74,992.50	599,940.00	299,970.00	66.67%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	254,701.00	254,701.00	15,038.57	108,978.09	145,722.91	42.79 %
001-524000-500140	Overtime Salaries	6,000.00	6,000.00	0.00	51.67	5,948.33	0.86 %
001-524000-500210	Employer Fica Taxes	19,644.00	19,644.00	1,180.68	8,581.96	11,062.04	43.69 %
001-524000-500220	Retirement	44,922.00	44,922.00	6,733.64	26,694.42	18,227.58	59.42 %
001-524000-500230	Group Insurance	50,804.00	50,804.00	1,840.11	19,681.34	31,122.66	38.74 %
001-524000-500315	Professional Services	55,000.00	55,000.00	3,041.07	41,891.54	13,108.46	76.17 %
001-524000-500345	Contractual Services	325,000.00	325,000.00	25,532.69	210,783.69	114,216.31	64.86 %
001-524000-500462	Fuel	0.00	0.00	257.93	713.62	-713.62	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500463	Service Maintenance Contracts	6,600.00	6,600.00	149.65	3,008.63	3,591.37	45.59 %
001-524000-500506	Printing & Binding	4,000.00	4,000.00	1,633.40	2,421.97	1,578.03	60.55 %
001-524000-500508	Postage	4,000.00	4,000.00	25.80	51.60	3,948.40	1.29 %
001-524000-500510	Office Supplies	3,000.00	3,000.00	0.00	65.99	2,934.01	2.20 %
001-524000-500525	Uniform Expense	400.00	400.00	0.00	0.00	400.00	0.00 %
001-524000-500540	Dues & Subscriptions	4,300.00	4,300.00	0.00	0.00	4,300.00	0.00 %
001-524000-500545	Training	7,000.00	7,000.00	0.00	301.00	6,699.00	4.30 %
001-524000-500550	Operating Expenses	10,200.00	10,200.00	710.70	2,074.83	8,125.17	20.34 %
Department: 524000 - Development Services Total:		795,571.00	795,571.00	56,144.24	425,300.35	370,270.65	53.46%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	951,193.00	951,193.00	72,472.16	579,153.93	372,039.07	60.89 %
001-541100-500140	Overtime Salaries	55,000.00	55,000.00	2,955.81	33,132.25	21,867.75	60.24 %
001-541100-500210	Employer Fica Taxes	76,974.00	76,974.00	5,748.95	48,647.10	28,326.90	63.20 %
001-541100-500220	Retirement	134,288.00	134,288.00	22,749.84	93,417.79	40,870.21	69.57 %
001-541100-500230	Group Insurance	220,606.00	220,606.00	14,126.76	137,613.32	82,992.68	62.38 %
001-541100-500315	Professional Services	50,000.00	50,000.00	480.80	17,948.20	32,051.80	35.90 %
001-541100-500340	Sewer/wastewater	14,000.00	14,000.00	647.58	6,407.11	7,592.89	45.77 %
001-541100-500345	Contractual Services	363,100.00	363,100.00	21,098.45	125,783.25	237,316.75	34.64 %
001-541100-500410	Communications	47,000.00	47,000.00	5,373.73	46,513.06	486.94	98.96 %
001-541100-500430	Electric Service	48,000.00	48,000.00	4,399.43	28,544.86	19,455.14	59.47 %
001-541100-500431	Water Service	160,000.00	160,000.00	18,559.01	134,095.54	25,904.46	83.81 %
001-541100-500433	Electric Service-streets	62,500.00	62,500.00	5,355.20	36,359.89	26,140.11	58.18 %
001-541100-500445	Equip Rent/lease	20,000.00	20,000.00	405.40	13,413.64	6,586.36	67.07 %
001-541100-500460	Equipment Maintenance	25,000.00	25,000.00	7,463.84	27,486.40	-2,486.40	109.95 %
001-541100-500461	Vehicle Maintenance	14,000.00	14,000.00	1,356.15	23,086.13	-9,086.13	164.90 %
001-541100-500462	Fuel	50,000.00	50,000.00	4,743.87	22,010.61	27,989.39	44.02 %
001-541100-500463	Service Maintenance Contracts	20,705.00	20,705.00	2,283.57	16,737.96	3,967.04	80.84 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	107,500.00	107,500.00	0.00	74,870.00	32,630.00	69.65 %
001-541100-500508	Postage	250.00	250.00	0.00	621.15	-371.15	248.46 %
001-541100-500510	Office Supplies	1,750.00	1,750.00	0.00	124.74	1,625.26	7.13 %
001-541100-500520	Bldg. Maintenance	70,000.00	70,000.00	7,092.60	76,509.77	-6,509.77	109.30 %
001-541100-500525	Uniform Expense	18,000.00	18,000.00	5,249.61	21,290.96	-3,290.96	118.28 %
001-541100-500529	Street Light Maintenance	45,000.00	45,000.00	519.91	20,196.26	24,803.74	44.88 %
001-541100-500530	Street Maint Repair Supply	100,000.00	100,000.00	189.90	17,136.03	82,863.97	17.14 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	447.84	40,737.57	9,262.43	81.48 %
001-541100-500532	Signs	12,500.00	12,500.00	654.00	2,057.30	10,442.70	16.46 %
001-541100-500534	Sidewalk Maint Repair	12,500.00	12,500.00	0.00	2,700.09	9,799.91	21.60 %
001-541100-500535	Flags	3,000.00	3,000.00	3,984.60	3,984.60	-984.60	132.82 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	804.00	1,820.00	465.00	79.65 %
001-541100-500545	Training	6,000.00	6,000.00	0.00	1,098.37	4,901.63	18.31 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	802.05	9,197.95	8.02 %
001-541100-500550	Operating Expenses	70,000.00	70,000.00	7,955.95	56,199.22	13,800.78	80.28 %
001-541100-500624	Capital Outlay-bldg. Improvemnt	50,000.00	50,000.00	6,799.00	23,060.00	26,940.00	46.12 %
001-541100-500640	Capital Outlay - Equipt & Mach	13,500.00	13,500.00	0.00	9,447.00	4,053.00	69.98 %
001-541100-500644	Capital Outlay-vehicles	40,000.00	40,000.00	3,601.52	26,762.73	13,237.27	66.91 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		2,927,651.00	2,927,651.00	227,519.48	1,769,768.88	1,157,882.12	60.45%
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	102,698.00	102,698.00	7,538.17	66,265.71	36,432.29	64.52 %
001-572000-500343	Beach Maintenance Contract	264,000.00	264,000.00	41,000.00	164,000.00	100,000.00	62.12 %
001-572000-500345	Contractual Services	6,000.00	6,000.00	0.00	2,000.00	4,000.00	33.33 %
001-572000-500347	Programs	8,000.00	8,000.00	829.16	2,001.24	5,998.76	25.02 %
001-572000-500430	Electric Service	600.00	600.00	66.62	456.77	143.23	76.13 %
001-572000-500460	Equipment Maintenance	8,000.00	8,000.00	0.00	19,646.22	-11,646.22	245.58 %
001-572000-500463	Service Maintenance Contracts	0.00	0.00	152.64	1,528.30	-1,528.30	0.00 %
001-572000-500469	Buoy Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
001-572000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-572000-500520	Bldg. Maintenance	30,000.00	30,000.00	322.86	24,447.43	5,552.57	81.49 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-572000-500536	Sea Oats	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-572000-500550	Operating Expenses	75,000.00	75,000.00	7,379.34	54,743.35	20,256.65	72.99 %
001-572000-500640	Capital Outlay - Equipt & Mach	25,000.00	25,000.00	1,995.00	21,106.23	3,893.77	84.42 %
Department: 572000 - Recreation Total:		547,298.00	547,298.00	59,283.79	356,195.25	191,102.75	65.08%
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	82,300.00	82,300.00	0.00	41,150.00	-41,150.00	50.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	0.00	25,000.00	-25,000.00	50.00 %
001-581100-381106	Transfer From Parking Fund	305,000.00	305,000.00	0.00	152,500.00	-152,500.00	50.00 %
Department: 581100 - Interfund Transfers Total:		437,300.00	437,300.00	0.00	218,650.00	-218,650.00	50.00%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-733,196.83	1,768,915.62	1,768,915.62	0.00%
Fund: 101 - Special Revenue-Police Conf							
Department: 306000 - Miscellaneous Revenues							
101-306000-369100	Miscellaneous Revenues	0.00	0.00	0.00	219.86	219.86	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 101 - Special Revenue-Police Conf Total:		0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 102 - Building Fund							
Department: 000000 - NonDesignated							
102-000000-380200	Appropriated Fund Balance	30,983.00	30,983.00	0.00	0.00	-30,983.00	0.00 %
Department: 000000 - NonDesignated Total:		30,983.00	30,983.00	0.00	0.00	-30,983.00	0.00%
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	950,850.00	950,850.00	339,449.50	1,630,402.49	679,552.49	171.47 %
102-302100-322105	Fire Plan Review Fees	17,000.00	17,000.00	480.00	7,862.00	-9,138.00	46.25 %
Department: 302100 - Building Permit and Inpection Total:		967,850.00	967,850.00	339,929.50	1,638,264.49	670,414.49	169.27%
Department: 524100 - Building							
102-524100-500120	Regular Salaries	80,612.00	80,612.00	5,765.58	45,739.82	34,872.18	56.74 %
102-524100-500210	Employer Fica Taxes	6,167.00	6,167.00	511.03	4,150.33	2,016.67	67.30 %
102-524100-500220	Retirement	18,328.00	18,328.00	1,522.55	12,197.96	6,130.04	66.55 %
102-524100-500230	Group Insurance	14,926.00	14,926.00	915.72	8,629.41	6,296.59	57.81 %
102-524100-500315	Professional Services	100,000.00	100,000.00	29,070.00	48,450.00	51,550.00	48.45 %
102-524100-500345	Contractual Services	0.00	0.00	2,742.50	12,080.80	-12,080.80	0.00 %
102-524100-500402	Building Permit Services	665,000.00	665,000.00	74,025.33	859,855.12	-194,855.12	129.30 %
102-524100-500463	Service Maintenance Contracts	0.00	0.00	0.00	318.47	-318.47	0.00 %
102-524100-500550	Operating Expenses	1,500.00	1,500.00	550.00	2,830.23	-1,330.23	188.68 %
102-524100-500624	Capital Outlay-bldg. Improvemt	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
102-524100-500640	Capital Outlay - Equipt & Mach	0.00	0.00	0.00	14,778.32	-14,778.32	0.00 %
102-524100-581001	Transfer To GF-OH Costs	82,300.00	82,300.00	0.00	41,150.00	41,150.00	50.00 %
Department: 524100 - Building Total:		998,833.00	998,833.00	115,102.71	1,050,180.46	-51,347.46	105.14%
Fund: 102 - Building Fund Surplus (Deficit):		0.00	0.00	224,826.79	588,084.03	588,084.03	0.00%
Fund: 103 - Sewer Fund							
Department: 000000 - NonDesignated							
103-000000-380200	Appropriated Fund Balance	224,296.00	224,296.00	0.00	0.00	-224,296.00	0.00 %
Department: 000000 - NonDesignated Total:		224,296.00	224,296.00	0.00	0.00	-224,296.00	0.00%
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,303,077.00	1,303,077.00	111,233.37	791,500.47	-511,576.53	60.74 %
Department: 304000 - Charges for Services Total:		1,303,077.00	1,303,077.00	111,233.37	791,500.47	-511,576.53	60.74%
Department: 306000 - Miscellaneous Revenues							
103-306000-361100	Interest Earnings	1,000.00	1,000.00	0.00	2,497.88	1,497.88	249.79 %
Department: 306000 - Miscellaneous Revenues Total:		1,000.00	1,000.00	0.00	2,497.88	1,497.88	249.79%
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	73,880.00	73,880.00	5,816.76	36,294.55	37,585.45	49.13 %
103-535000-500140	Overtime Salaries	5,500.00	5,500.00	552.61	1,616.69	3,883.31	29.39 %
103-535000-500210	Employer Fica Taxes	6,073.00	6,073.00	487.47	2,901.15	3,171.85	47.77 %
103-535000-500220	Retirement	15,126.00	15,126.00	1,608.68	7,452.94	7,673.06	49.27 %
103-535000-500230	Group Insurance	9,184.00	9,184.00	482.90	4,131.08	5,052.92	44.98 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
103-535000-500315	Professional Services	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500340	Sewer/wastewater	850,000.00	850,000.00	74,208.30	558,193.79	291,806.21	65.67 %
103-535000-500345	Contractual Services	60,000.00	60,000.00	1,003.48	22,578.77	37,421.23	37.63 %
103-535000-500430	Electric Service	24,000.00	24,000.00	2,394.28	13,171.49	10,828.51	54.88 %
103-535000-500431	Water Service	360.00	360.00	30.28	247.91	112.09	68.86 %
103-535000-500459	Sewer Line Maintenance	300,000.00	300,000.00	85,254.55	323,535.45	-23,535.45	107.85 %
103-535000-500465	Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506	Printing & Binding	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
103-535000-500550	Operating Expenses	2,250.00	2,250.00	0.00	0.00	2,250.00	0.00 %
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	650.00	74,350.00	0.87 %
Department: 535000 - Sanitary Sewers Total:		1,528,373.00	1,528,373.00	171,839.31	970,773.82	557,599.18	63.52%
Fund: 103 - Sewer Fund Surplus (Deficit):		0.00	0.00	-60,605.94	-176,775.47	-176,775.47	0.00%
Fund: 115 - Fire Fund							
Department: 000000 - NonDesignated							
115-000000-380203	Appropriation From Fire Fund	1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	0.00 %
Department: 000000 - NonDesignated Total:		1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	0.00%
Department: 301050 - Fire Assessment							
115-301050-311200	Property Tax-fire Assessment	1,134,209.00	1,134,209.00	12,410.10	1,114,025.69	-20,183.31	98.22 %
Department: 301050 - Fire Assessment Total:		1,134,209.00	1,134,209.00	12,410.10	1,114,025.69	-20,183.31	98.22%
Department: 304000 - Charges for Services							
115-304000-342210	Fire Inspection Fees	34,808.00	34,808.00	561.00	37,789.24	2,981.24	108.56 %
Department: 304000 - Charges for Services Total:		34,808.00	34,808.00	561.00	37,789.24	2,981.24	108.56%
Department: 306000 - Miscellaneous Revenues							
115-306000-361100	Interest Earnings	0.00	0.00	0.00	5,045.30	5,045.30	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		0.00	0.00	0.00	5,045.30	5,045.30	0.00%
Department: 522000 - Fire Department							
115-522000-500151	Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
115-522000-500315	Professional Services	52,300.00	52,300.00	32,181.80	42,831.30	9,468.70	81.90 %
115-522000-500320	Audit Expense	8,400.00	8,400.00	0.00	8,400.00	0.00	100.00 %
115-522000-500345	Contractual Services	939,167.00	939,167.00	78,263.92	626,111.36	313,055.64	66.67 %
115-522000-500520	Bldg. Maintenance	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
115-522000-500624	Capital Outlay-bldg. Improvemt	306,000.00	306,000.00	0.00	0.00	306,000.00	0.00 %
115-522000-500644	Capital Outlay-vehicles	980,000.00	980,000.00	0.00	0.00	980,000.00	0.00 %
115-522000-500912	Transfer To General Fund	50,000.00	50,000.00	0.00	25,000.00	25,000.00	50.00 %
Department: 522000 - Fire Department Total:		2,344,367.00	2,344,367.00	110,445.72	702,342.66	1,642,024.34	29.96%
Fund: 115 - Fire Fund Surplus (Deficit):		0.00	0.00	-97,474.62	454,517.57	454,517.57	0.00%
Fund: 300 - Capital Project Fund							
Department: 000000 - NonDesignated							
300-000000-380200	Appropriated Fund Balance	1,148,866.00	1,148,866.00	0.00	0.00	-1,148,866.00	0.00 %
300-000000-380211	Appropriated El Mar Res.fdg Fi	1,650,000.00	1,650,000.00	0.00	0.00	-1,650,000.00	0.00 %
Department: 000000 - NonDesignated Total:		2,798,866.00	2,798,866.00	0.00	0.00	-2,798,866.00	0.00%
Department: 303000 - Intergovernmental Revenues							
300-303000-334931	American Rescue Plan Act Grant	1,668,844.00	1,668,844.00	0.00	0.00	-1,668,844.00	0.00 %
300-303000-344901	State of Florida- Funding Codrington	511,000.00	511,000.00	0.00	0.00	-511,000.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:		2,179,844.00	2,179,844.00	0.00	0.00	-2,179,844.00	0.00%
Department: 306000 - Miscellaneous Revenues							
300-306000-361100	Interest Earnings	600.00	600.00	0.00	8,260.26	7,660.26	1,376.71 %
Department: 306000 - Miscellaneous Revenues Total:		600.00	600.00	0.00	8,260.26	7,660.26	1,376.71%
Department: 519000 - General							
300-519000-500120	Regular Salaries	51,847.00	51,847.00	3,255.00	27,517.79	24,329.21	53.07 %
300-519000-500210	Employer Fica Taxes	3,968.00	3,968.00	249.00	2,105.06	1,862.94	53.05 %
300-519000-500220	Retirement	14,995.00	14,995.00	985.94	8,144.43	6,850.57	54.31 %
300-519000-500230	Group Insurance	8,955.00	8,955.00	723.45	6,724.62	2,230.38	75.09 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
300-519000-500640	Capital Outlay - Equip & Mach	263,000.00	263,000.00	0.00	88,277.30	174,722.70	33.57 %
	Department: 519000 - General Total:	342,765.00	342,765.00	5,213.39	132,769.20	209,995.80	38.73%
	Department: 519163 - OffsiteRoof Replacement						
300-519163-500630	Cap Outlay Imp other than bldg	331,000.00	331,000.00	0.00	304,560.00	26,440.00	92.01 %
	Department: 519163 - OffsiteRoof Replacement Total:	331,000.00	331,000.00	0.00	304,560.00	26,440.00	92.01%
	Department: 545100 - Downtown Parking Reconfiguration						
300-545100-500630	Cap Outlay Imp Other Than Bldg	0.00	0.00	550.00	43,819.22	-43,819.22	0.00 %
	Department: 545100 - Downtown Parking Reconfiguration Total:	0.00	0.00	550.00	43,819.22	-43,819.22	0.00%
	Department: 545101 - Downtown Commercial Refurbishm						
300-545101-500630	Cap Outlay Imp other than bldg	1,200,000.00	1,200,000.00	9,520.00	193,055.02	1,006,944.98	16.09 %
	Department: 545101 - Downtown Commercial Refurbishm Total:	1,200,000.00	1,200,000.00	9,520.00	193,055.02	1,006,944.98	16.09%
	Department: 559025 - Bel Air - Sewall Repair - East						
300-559025-500630	Cap Outlay Imp Other Than Bldg	215,545.00	215,545.00	4,800.00	-45,491.09	261,036.09	-21.11 %
	Department: 559025 - Bel Air - Sewall Repair - East Total:	215,545.00	215,545.00	4,800.00	-45,491.09	261,036.09	-21.11%
	Department: 559026 - Canal Dredging						
300-559026-500630	Cap Outlay Imp Other Than Bldg	380,000.00	380,000.00	593,271.36	634,423.60	-254,423.60	166.95 %
	Department: 559026 - Canal Dredging Total:	380,000.00	380,000.00	593,271.36	634,423.60	-254,423.60	166.95%
	Department: 559027 - Storm Water Rate Study						
300-559027-500630	Cap Outlay Imp Other Than Bldg	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
	Department: 559027 - Storm Water Rate Study Total:	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00%
	Department: 572200 - Beach Renourishment						
300-572200-500630	Cap Outlay Imp Other Than Bldg	0.00	0.00	0.00	2,463.87	-2,463.87	0.00 %
	Department: 572200 - Beach Renourishment Total:	0.00	0.00	0.00	2,463.87	-2,463.87	0.00%
	Department: 575201 - Pedestrian Amenities						
300-575201-500630	Cap Outlay Imp Other Than Bldg	50,000.00	50,000.00	0.00	1,043.82	48,956.18	2.09 %
	Department: 575201 - Pedestrian Amenities Total:	50,000.00	50,000.00	0.00	1,043.82	48,956.18	2.09%
	Department: 576135 - Street Project Codrington Drive						
300-576135-500630	Cap Outlay Imp Other Than Bldg	1,700,000.00	1,700,000.00	167.33	75,323.13	1,624,676.87	4.43 %
	Department: 576135 - Street Project Codrington Drive Total:	1,700,000.00	1,700,000.00	167.33	75,323.13	1,624,676.87	4.43%
	Department: 577100 - Friedt Park						
300-577100-500630	Cap Outlay Imp Other Than Bldg	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00 %
	Department: 577100 - Friedt Park Total:	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
	Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-613,522.08	-1,333,706.51	-1,333,706.51	0.00%
	Fund: 310 - Parking Fund						
	Department: 302000 - Licenses & Permits						
310-302000-313101	Pilop Fee	20,000.00	20,000.00	0.00	60,350.00	40,350.00	301.75 %
	Department: 302000 - Licenses & Permits Total:	20,000.00	20,000.00	0.00	60,350.00	40,350.00	301.75%
	Department: 304000 - Charges for Services						
310-304000-344500	Parking Permits	140,000.00	140,000.00	6,259.00	151,009.29	11,009.29	107.86 %
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	190,000.00	190,000.00	11,896.15	192,777.87	2,777.87	101.46 %
310-304000-344552	Ocean Front Meters	300,000.00	300,000.00	71,118.22	337,449.21	37,449.21	112.48 %
310-304000-344553	Commercial Blvd. Meters	75,000.00	75,000.00	12,111.88	71,711.84	-3,288.16	95.62 %
310-304000-344554	Parking Meters - Beach	200,000.00	200,000.00	25,320.67	153,003.36	-46,996.64	76.50 %
310-304000-344555	Palm Portal- Fdg	80,000.00	80,000.00	16,237.39	93,852.11	13,852.11	117.32 %
310-304000-344556	El Prado Parking Lot	450,000.00	450,000.00	70,499.04	457,868.89	7,868.89	101.75 %
310-304000-344558	Town Hall Parking Lot	27,000.00	27,000.00	4,790.44	23,175.45	-3,824.55	85.84 %
310-304000-344559	El Mar Parking Lot	200,000.00	200,000.00	31,260.05	198,407.32	-1,592.68	99.20 %
310-304000-344560	A1A Parking Lot	450,000.00	450,000.00	72,564.23	492,015.62	42,015.62	109.34 %
310-304000-344563	Bougainvilla/ Poinciana	130,000.00	130,000.00	27,741.47	171,805.00	41,805.00	132.16 %
	Department: 304000 - Charges for Services Total:	2,336,024.00	2,336,024.00	349,798.54	2,437,099.96	101,075.96	104.33%

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 305000 - Fines & Forfeitures							
310-305000-354100	Parking Fines	100,000.00	100,000.00	1,680.00	78,473.61	-21,526.39	78.47 %
Department: 305000 - Fines & Forfeitures Total:		100,000.00	100,000.00	1,680.00	78,473.61	-21,526.39	78.47%
Department: 306000 - Miscellaneous Revenues							
310-306000-361100	Interest Earnings	1,000.00	1,000.00	0.00	10,749.03	9,749.03	1,074.90 %
310-306000-362001	Bougainvillea Rent	0.00	0.00	13,707.50	24,291.75	24,291.75	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		1,000.00	1,000.00	13,707.50	35,040.78	34,040.78	3,504.08%
Department: 545000 - Parking Operations							
310-545000-500120	Regular Salaries	163,721.00	163,721.00	12,647.57	102,569.21	61,151.79	62.65 %
310-545000-500140	Overtime Salaries	3,500.00	3,500.00	0.00	4,087.38	-587.38	116.78 %
310-545000-500210	Employer Fica Taxes	12,793.00	12,793.00	858.92	7,323.23	5,469.77	57.24 %
310-545000-500220	Retirement	27,291.00	27,291.00	3,272.29	18,116.19	9,174.81	66.38 %
310-545000-500230	Group Insurance	40,301.00	40,301.00	2,988.34	32,681.20	7,619.80	81.09 %
310-545000-500345	Contractual Services	400,000.00	400,000.00	33,285.55	240,139.19	159,860.81	60.03 %
310-545000-500353	Parking Alternatives	175,000.00	175,000.00	15,315.31	144,860.55	30,139.45	82.78 %
310-545000-500410	Communications	3,300.00	3,300.00	246.55	1,288.19	2,011.81	39.04 %
310-545000-500430	Electric Service	6,200.00	6,200.00	653.23	4,569.82	1,630.18	73.71 %
310-545000-500431	Water Service	25,000.00	25,000.00	1,402.66	11,364.76	13,635.24	45.46 %
310-545000-500445	Equip Rent/lease	12,800.00	12,800.00	0.00	0.00	12,800.00	0.00 %
310-545000-500461	Vehicle Maintenance	5,000.00	5,000.00	0.00	3,351.43	1,648.57	67.03 %
310-545000-500462	Fuel	20,000.00	20,000.00	1,704.73	5,916.74	14,083.26	29.58 %
310-545000-500463	Service Maintenance Contracts	31,920.00	31,920.00	0.00	37,266.10	-5,346.10	116.75 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	11,000.00	11,000.00	478.17	478.17	10,521.83	4.35 %
310-545000-500508	Postage	3,000.00	3,000.00	136.78	478.68	2,521.32	15.96 %
310-545000-500510	Office Supplies	1,000.00	1,000.00	0.00	252.44	747.56	25.24 %
310-545000-500525	Uniform Expense	4,000.00	4,000.00	202.80	2,955.73	1,044.27	73.89 %
310-545000-500532	Signs	13,000.00	13,000.00	121.30	8,790.23	4,209.77	67.62 %
310-545000-500533	Parking Meter Parts-supplies	38,000.00	38,000.00	1,587.14	3,539.89	34,460.11	9.32 %
310-545000-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550	Operating Expenses	30,000.00	30,000.00	798.40	12,806.37	17,193.63	42.69 %
310-545000-500610	Capital Outlay Land/Bldg Acqui	0.00	0.00	0.00	2,000,000.00	-2,000,000.00	0.00 %
310-545000-500629	Capital Outlay - Design/permit	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	55,600.00	55,600.00	2,160.00	2,160.00	53,440.00	3.88 %
310-545000-500644	Capital Outlay-vehicles	20,264.00	20,264.00	5,537.42	20,240.45	23.55	99.88 %
Department: 545000 - Parking Operations Total:		1,118,690.00	1,118,690.00	83,397.16	2,665,235.95	-1,546,545.95	238.25%
Department: 545152 - Land Acquisitions							
310-545152-500611	Land Acquisition	1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	0.00 %
Department: 545152 - Land Acquisitions Total:		1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	0.00%
Department: 581100 - Interfund Transfers							
310-581100-500912	Transfer To General Fund	305,000.00	305,000.00	0.00	152,500.00	152,500.00	50.00 %
Department: 581100 - Interfund Transfers Total:		305,000.00	305,000.00	0.00	152,500.00	152,500.00	50.00%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	281,788.88	-206,771.60	-206,771.60	0.00%
Report Surplus (Deficit):		0.00	0.00	-998,183.80	1,094,483.50	1,094,483.50	0.00%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
000000 - NonDesignated	477,342.00	477,342.00	0.00	0.00	-477,342.00	0.00%
301000 - Ad Valorem Property Taxes	9,801,757.00	9,801,757.00	96,220.88	9,592,144.63	-209,612.37	97.86%
301100 - Utility Taxes	1,086,000.00	1,086,000.00	104,443.66	704,998.12	-381,001.88	64.92%
301600 - Franchise Taxes	801,800.00	801,800.00	82,295.26	522,567.45	-279,232.55	65.17%
302000 - Licenses & Permits	186,500.00	186,500.00	4,547.13	159,171.94	-27,328.06	85.35%
303000 - Intergovernmental Revenues	1,264,309.00	1,264,309.00	136,738.29	767,485.14	-496,823.86	60.70%
304000 - Charges for Services	13,000.00	13,000.00	320.00	12,430.00	-570.00	95.62%
305000 - Fines & Forfeitures	65,000.00	65,000.00	3,985.32	33,239.70	-31,760.30	51.14%
306000 - Miscellaneous Revenues	212,003.00	212,003.00	33,209.02	244,922.44	32,919.44	115.53%
511000 - Commission	210,994.00	210,994.00	22,430.96	151,017.67	59,976.33	71.57%
511100 - Donation-Non Profits	71,490.00	71,490.00	0.00	66,490.00	5,000.00	93.01%
511200 - Visitor Center	85,801.00	85,801.00	7,941.49	37,619.38	48,181.62	43.84%
513000 - Administration	1,103,681.00	1,103,681.00	101,647.34	721,711.01	381,969.99	65.39%
514000 - Town Attorney	450,000.00	450,000.00	81,372.81	178,342.00	271,658.00	39.63%
519000 - General	979,984.00	979,984.00	47,477.44	2,086,896.50	-1,106,912.50	212.95%
519100 - Tourism and Community Outreach	494,209.00	494,209.00	21,714.00	248,552.77	245,656.23	50.29%
521000 - Police Department	5,778,422.00	5,778,422.00	494,432.34	3,844,859.99	1,933,562.01	66.54%
523000 - Emergency Medical Services	899,910.00	899,910.00	74,992.50	599,940.00	299,970.00	66.67%
524000 - Development Services	795,571.00	795,571.00	56,144.24	425,300.35	370,270.65	53.46%
541100 - Mun Srvc - Public Works Div	2,927,651.00	2,927,651.00	227,519.48	1,769,768.88	1,157,882.12	60.45%
572000 - Recreation	547,298.00	547,298.00	59,283.79	356,195.25	191,102.75	65.08%
581100 - Interfund Transfers	437,300.00	437,300.00	0.00	218,650.00	-218,650.00	50.00%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-733,196.83	1,768,915.62	1,768,915.62	0.00%
Fund: 101 - Special Revenue-Police Conf						
306000 - Miscellaneous Revenues	0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 102 - Building Fund						
000000 - NonDesignated	30,983.00	30,983.00	0.00	0.00	-30,983.00	0.00%
302100 - Building Permit and Inpection	967,850.00	967,850.00	339,929.50	1,638,264.49	670,414.49	169.27%
524100 - Building	998,833.00	998,833.00	115,102.71	1,050,180.46	-51,347.46	105.14%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	224,826.79	588,084.03	588,084.03	0.00%
Fund: 103 - Sewer Fund						
000000 - NonDesignated	224,296.00	224,296.00	0.00	0.00	-224,296.00	0.00%
304000 - Charges for Services	1,303,077.00	1,303,077.00	111,233.37	791,500.47	-511,576.53	60.74%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	2,497.88	1,497.88	249.79%
535000 - Sanitary Sewers	1,528,373.00	1,528,373.00	171,839.31	970,773.82	557,599.18	63.52%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	-60,605.94	-176,775.47	-176,775.47	0.00%
Fund: 115 - Fire Fund						
000000 - NonDesignated	1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	0.00%
301050 - Fire Assessment	1,134,209.00	1,134,209.00	12,410.10	1,114,025.69	-20,183.31	98.22%
304000 - Charges for Services	34,808.00	34,808.00	561.00	37,789.24	2,981.24	108.56%
306000 - Miscellaneous Revenues	0.00	0.00	0.00	5,045.30	5,045.30	0.00%
522000 - Fire Department	2,344,367.00	2,344,367.00	110,445.72	702,342.66	1,642,024.34	29.96%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-97,474.62	454,517.57	454,517.57	0.00%
Fund: 300 - Capital Project Fund						
000000 - NonDesignated	2,798,866.00	2,798,866.00	0.00	0.00	-2,798,866.00	0.00%
303000 - Intergovernmental Revenues	2,179,844.00	2,179,844.00	0.00	0.00	-2,179,844.00	0.00%
306000 - Miscellaneous Revenues	600.00	600.00	0.00	8,260.26	7,660.26	1,376.71%
519000 - General	342,765.00	342,765.00	5,213.39	132,769.20	209,995.80	38.73%
519163 - OffsiteRoof Replacement	331,000.00	331,000.00	0.00	304,560.00	26,440.00	92.01%
545100 - Downtown Parking Reconfiguration	0.00	0.00	550.00	43,819.22	-43,819.22	0.00%
545101 - Downtown Commercial Refurbishm	1,200,000.00	1,200,000.00	9,520.00	193,055.02	1,006,944.98	16.09%
559025 - Bel Air - Sewall Repair - East	215,545.00	215,545.00	4,800.00	-45,491.09	261,036.09	-21.11%
559026 - Canal Dredging	380,000.00	380,000.00	593,271.36	634,423.60	-254,423.60	166.95%

Budget Report

For Fiscal: 2022-2023 Period Ending: 05/31/2023

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
559027 - Storm Water Rate Study	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00%
572200 - Beach Renourishment	0.00	0.00	0.00	2,463.87	-2,463.87	0.00%
575201 - Pedestrian Amenities	50,000.00	50,000.00	0.00	1,043.82	48,956.18	2.09%
576135 - Street Project Codrington Drive	1,700,000.00	1,700,000.00	167.33	75,323.13	1,624,676.87	4.43%
577100 - Friedt Park	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-613,522.08	-1,333,706.51	-1,333,706.51	0.00%
Fund: 310 - Parking Fund						
302000 - Licenses & Permits	20,000.00	20,000.00	0.00	60,350.00	40,350.00	301.75%
304000 - Charges for Services	2,336,024.00	2,336,024.00	349,798.54	2,437,099.96	101,075.96	104.33%
305000 - Fines & Forfeitures	100,000.00	100,000.00	1,680.00	78,473.61	-21,526.39	78.47%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	13,707.50	35,040.78	34,040.78	3,504.08%
545000 - Parking Operations	1,118,690.00	1,118,690.00	83,397.16	2,665,235.95	-1,546,545.95	238.25%
545152 - Land Acquisitions	1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	0.00%
581100 - Interfund Transfers	305,000.00	305,000.00	0.00	152,500.00	152,500.00	50.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	281,788.88	-206,771.60	-206,771.60	0.00%
Report Surplus (Deficit):	0.00	0.00	-998,183.80	1,094,483.50	1,094,483.50	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	-733,196.83	1,768,915.62	1,768,915.62
101 - Special Revenue-Police Conf	0.00	0.00	0.00	219.86	219.86
102 - Building Fund	0.00	0.00	224,826.79	588,084.03	588,084.03
103 - Sewer Fund	0.00	0.00	-60,605.94	-176,775.47	-176,775.47
115 - Fire Fund	0.00	0.00	-97,474.62	454,517.57	454,517.57
300 - Capital Project Fund	0.00	0.00	-613,522.08	-1,333,706.51	-1,333,706.51
310 - Parking Fund	0.00	0.00	281,788.88	-206,771.60	-206,771.60
Report Surplus (Deficit):	0.00	0.00	-998,183.80	1,094,483.50	1,094,483.50

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

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 5/31/2023	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	8,715,322.75	0.01%	7,854.78	29,870.71
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.01%	Included Above	Included Above
GENERAL FUND						11,215,322.75		7,854.78	29,870.71
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	180,792.54	5.23%	799.38	5,198.02
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	8,713.82	5.23%	387.84	2,570.43
GENERAL FUND						189,506.36		1,187.22	7,768.45
GENERAL FUND						11,404,829.11		9,042.00	37,639.16
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	15,659.60	0.01%	Included Above	Included Above
POLICE FUND						15,659.60		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,184,412.01	0.01%	960.25	4,742.22
SEWER FUND						1,184,412.01		960.25	4,742.22
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		2,166,093.32	0.01%	1,619.37	10,472.57
FIRE FUND						2,166,093.32		1,619.37	10,472.57
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	4,960,498.24	0.01%	4,016.80	12,267.73
CAPITAL IMPROVEMENT FUND						4,960,498.24		4,016.80	12,267.73
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	4,356,054.87	0.01%	3,142.67	19,357.16
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	148,871.00	0.01%	106.43	414.04
PARKING FUND						4,504,925.87		3,249.10	19,771.20
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	965,138.51	0.01%	784.66	3,874.42
BUILDING FUND						965,138.51		784.66	3,874.42
ALL FUNDS						25,201,556.66		19,672.18	88,767.30

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

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		25,012,050.30	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		189,506.36	1%
Repurchase Agreements		0.00	0%
Money Market Funds		0.00	0%
U.S. Securities/Treasuries		0.00	0%
U.S. Federal Agencies		0.00	0%
Federal Instrumentalities		0.00	0%
GRAND TOTAL		25,201,556.66	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	11,404,829.11	45%
	Police Fund	15,659.60	0%
	Sewer Fund	1,184,412.01	5%
	Fire Fund	2,166,093.32	9%
	Building Fund	965,138.51	4%
	Capital Improvement Fund	4,960,498.24	20%
	Parking Fund	4,504,925.87	18%
GRAND TOTAL		25,201,556.66	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	25,012,050.30	99%
	Florida Prime/State Board of Admin.	189,506.36	1%
GRAND TOTAL		25,201,556.66	100%



Agenda Item No: 8.c.

Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: June 2023 Finance Report

Explanation: Presented is the June 2023 financial report which consists of the attached Revenue/Expenditure Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). At the end of June, the Town was 75% through the fiscal year.

Recommendation: N/A

Exhibits:

1. Summary -JUNE 2023 Report
2. Revenue Expenditure Report June 2023
3. Cash Investment Report_June 2023

The following is a summary of the operating results through 6/30/2023:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 14,345,011.00	\$ 477,342.00	\$ 13,867,669.00	\$ 12,732,161.47	91.81%	\$ 11,706,468.77	84.42%	\$ 1,025,692.70
Building Fund	\$ 998,833.00	\$ 30,983.00	\$ 967,850.00	\$ 1,722,615.14	177.98%	\$ 1,180,163.99	121.94%	\$ 542,451.15
Sewer Fund	\$ 1,528,373.00	\$ 224,296.00	\$ 1,304,077.00	\$ 895,207.69	68.65%	\$ 1,059,940.17	81.28%	\$ (164,732.48)
Fire Fund	\$ 2,344,367.00	\$ 1,175,350.00	\$ 1,169,017.00	\$ 1,167,069.21	99.83%	\$ 1,687,897.16	144.39%	\$ (520,827.95)
Capital Fund	\$ 4,979,310.00	\$ 2,798,866.00	\$ 2,180,444.00	\$ 8,260.26	0.38%	\$ 1,482,932.35	29.78%	\$ (1,474,672.09)
Parking Fund	\$ 2,457,024.00	\$ -	\$ 2,457,024.00	\$ 2,892,263.53	117.71%	\$ 2,900,192.02	118.04%	\$ (7,928.49)
Grand Total	\$ 26,652,918.00	\$ 4,706,837.00	\$ 21,946,081.00	\$ 19,417,577.30		\$ 20,017,594.46		\$ (600,017.16)

Notable items for this month are as follows:

General Fund-001:

- Through the month of June, the Town had received a total of \$9,692,509.70 or 98.89% of Ad Valorem Property Taxes of budgeted amount.
- Overall, General Fund revenues and expenditures are within budget.
 - Note:
 - Commission expenditures are slightly over budget as the invoice for March 2022 Municipal Election was received in fiscal year 2023 from the Broward County Supervisor of Elections.
 - Purchase for the Bougainvilla apartment building is reflected in the General Government department.

Building Fund-102:

- Building Permit Fees are over \$1.7M, which is 80.24% above what was budgeted for FY23.
- Fund expenditures correlate with the revenues; therefore, expenses are above where they should be.

Sewer Fund-103:

- Sewer Fund revenues and expenditures are within expectations for the fiscal year.

Fire Fund-115:

- Through the month of June, the Town received a total of \$1,124,234.67 or 99.12% of Property Tax-Fire Assessment of budgeted amount.
- Expenditures are within expectations.

Capital Projects Fund-300:

- Activity for capital projects for the month of June is listed below:

JUNE, 2023 REPORT INFORMATION					
CIP Projects	Budget	June Expenditures	YTD Expenditures	% Completion	Comments
Jarvis AV Upgrades	\$ 165,000.00	\$ -	\$ 79,532.47	48.20%	No activity for the month of June.
Financial Software Updates	\$ 98,000.00	\$ -	\$ 8,744.83	8.92%	No activity for the month of June.
Offsite Roof Replacement	\$ 331,000.00	\$ 1,300.00	\$ 305,860.00	92.40%	Final payment made to PSI Roofing for completion of job.
Downtown Parking Configuration	\$ -	\$ -	\$ 43,819.22	0.00%	No activity for the month of June.
Downtown Commercial Refurbishment	\$ 1,200,000.00	\$ 43,693.60	\$ 236,748.62	19.73%	Payments made to Architectural Alliance in the amounts of \$9,520.00 and \$85.60 for blue printing and permitting and bid services and \$34,088.00 made to Artistic Paver for the custom order of pavers.
Bel Air-Seawall Repair-East	\$ 215,545.00	\$ 3,472.33	\$ (42,018.76)	-19.49%	Payments made to The Chappel Group, Inc. in the amounts of \$974.04, \$1,211.58 and \$1,286.71 for coordination with B&M, city, site observation, bidding assistance and client meetings.
Canal Dredging	\$ 380,000.00	\$ (275,508.87)	\$ 358,914.73	94.45%	Payment i/a/o \$15,350 made to The Chappell Group, Inc. for dredge survey. Reversal i/a/o \$296,635.68 made in June due to an incorrect posting from prior month.
Storm Water Rate Study	\$ 60,000.00	\$ -	\$ -	0.00%	No activity for the month of June.
Dune Master Plan/ Beach Renourishment	\$ -	\$ -	\$ 2,463.87	FY22 Project. Rollover expense.	No activity for the month of June.
Pedestrian Amenities	\$ 50,000.00	\$ -	\$ 1,043.82	2.09%	No activity for the month of June.
Street Project Codrington Drive	\$ 1,700,000.00	\$ 360,603.78	\$ 435,926.91	25.64%	Payment i/a/o \$356,499.37 made to Man Con, Inc. for 25% completion of project. Payment i/a/o \$4,104.41 made to Baxter & Woodman, Inc. for submittal review and construction clarifications and changes.
Friedt Park	\$ 700,000.00	\$ -	\$ -	0.00%	No activity for the month of June.
Totals:	\$ 4,899,545.00	\$ 133,560.84	\$ 1,431,035.71		

Parking Fund-310:

- Parking revenues are at 117.71%, higher than what was budgeted for FY23.
- Although revenues are above expectations, the month of June had a drop of \$5,157.53, South Florida had a heavy increase in rainfall as well as heat resulting in the decrease.
- Expenditures are within expectations.
- The top producing lots for June 2023 were:
 - A1A Parking Lot
 - El Prado Parking Lot
 - Ocean Front Meters
 - El Mar Parking Lot

A breakdown of parking revenue by lots is outlined in the Table below:

	February, 2023		March, 2023		April, 2023		May, 2023		June, 2023	
South Ocean	\$ 30,683.94	\$ 2,930.06	\$ 41,968.17	\$ 1,832.16	\$ 29,660.20	\$ 3,148.74	\$ 11,896.15	\$ (15,920.43)	\$ 18,142.30	\$ (2,994.29)
Ocean Front Meters	\$ 36,483.64	\$ 7,157.76	\$ 49,731.89	\$ 5,759.91	\$ 38,918.20	\$ 1,076.73	\$ 71,118.22	\$ 29,654.77	\$ 43,912.12	\$ 6,192.06
Commercial Blvd. Meters	\$ 8,099.53	\$ 620.34	\$ 14,963.95	\$ 3,801.91	\$ 9,348.83	\$ 1,472.93	\$ 12,111.88	\$ 5,118.23	\$ 8,993.10	\$ 2,492.88
Parking Meters-Beach	\$ 19,246.73	\$ 258.86	\$ 26,731.83	\$ 342.59	\$ 20,172.51	\$ 151.65	\$ 25,320.67	\$ 2,505.31	\$ 19,139.94	\$ (2,505.56)
Palm Portal-FDG	\$ 12,165.07	\$ 2,170.04	\$ 18,129.46	\$ 2,793.93	\$ 12,520.55	\$ (0.32)	\$ 16,237.39	\$ 3,394.67	\$ 11,749.80	\$ (211.22)
El Prado Parking Lot	\$ 64,111.77	\$ 8,044.54	\$ 85,645.75	\$ 5,008.22	\$ 60,541.11	\$ (1,005.96)	\$ 70,499.04	\$ 9,450.96	\$ 45,246.21	\$ (3,469.00)
Town Hall Parking Lot	\$ 3,779.33	\$ (533.37)	\$ 5,654.43	\$ 316.77	\$ 3,557.56	\$ (103.53)	\$ 4,790.44	\$ 133.12	\$ 1,504.69	\$ (1,174.25)
El Mar Parking Lot	\$ 22,214.21	\$ (2,089.72)	\$ 30,037.34	\$ (1,056.48)	\$ 22,990.58	\$ (1,034.35)	\$ 31,260.05	\$ 2,636.48	\$ 22,638.64	\$ (1,748.32)
A1A Parking Lot	\$ 65,732.74	\$ 5,741.77	\$ 91,556.05	\$ 5,848.89	\$ 68,410.71	\$ 8,333.88	\$ 72,564.23	\$ 10,611.48	\$ 46,766.72	\$ (3,975.81)
Bougainvillea/Poinciana	\$ 25,073.43	\$ 5,798.70	\$ 34,718.69	\$ 6,215.64	\$ 26,785.18	\$ 6,143.83	\$ 27,741.47	\$ 8,781.60	\$ 18,194.53	\$ 2,245.98
Monthly Total:	\$ 287,590.39		\$ 399,137.56		\$ 292,905.43		\$ 343,539.54		\$ 236,288.05	
Difference from last year \$:	\$ 30,098.98		\$ 30,863.54		\$ 18,183.60		\$ 56,366.19		\$ (5,147.53)	
Difference from last year %:	11.69%		8.38%		6.62%		19.63%		-2.13%	

In addition to the detailed information on parking revenues, the following chart shows the collection of parking fines collected at Town Hall and Municipal Citations.

Parking Fines	January 2023	February 2023	March 2023	April 2023	May 2023	June 2023
	\$ 20,188.69	\$ 18,682.38	\$ 14,305.00	\$ 16,538.03	\$ 1,680.00	\$ 25,689.13

*Note:

- Municipal Citations is a collection agency, its revenues come one month in arrears. Therefore, parking citations revenues for the months of April \$13,325 and May \$11,325 were recognized in June.
- Information from RTR Financial Services, Inc. (Collection Agency) has not been received for this month.



Lauderdale-By-The-Sea, FL

Budget Report

Account Summary

For Fiscal: 2022-2023 Period Ending: 06/30/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Department: 000000 - NonDesignated						
001-000000-380200 Appropriated Fund Balance	477,342.00	477,342.00	0.00	0.00	-477,342.00	0.00 %
Department: 000000 - NonDesignated Total:	477,342.00	477,342.00	0.00	0.00	-477,342.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	9,801,757.00	9,801,757.00	100,365.07	9,692,509.70	-109,247.30	98.89 %
Department: 301000 - Ad Valorem Property Taxes Total:	9,801,757.00	9,801,757.00	100,365.07	9,692,509.70	-109,247.30	98.89%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	898,000.00	898,000.00	94,354.17	681,960.67	-216,039.33	75.94 %
001-301100-311440 Gas Utility Tax	20,000.00	20,000.00	1,557.86	15,516.07	-4,483.93	77.58 %
001-301100-314300 Water Utility Tax	168,000.00	168,000.00	26,147.79	129,581.20	-38,418.80	77.13 %
Department: 301100 - Utility Taxes Total:	1,086,000.00	1,086,000.00	122,059.82	827,057.94	-258,942.06	76.16%
Department: 301600 - Franchise Taxes						
001-301600-313100 FI Power & Light Franchise	600,000.00	600,000.00	72,073.93	513,471.80	-86,528.20	85.58 %
001-301600-313300 Waste Franchise Collection	170,000.00	170,000.00	8,477.42	81,111.03	-88,888.97	47.71 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	0.00	-9,000.00	0.00 %
001-301600-313400 Gas Franchise	22,000.00	22,000.00	1,752.87	10,078.84	-11,921.16	45.81 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	0.00	210.00	-590.00	26.25 %
Department: 301600 - Franchise Taxes Total:	801,800.00	801,800.00	82,304.22	604,871.67	-196,928.33	75.44%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	119.98	109,358.20	9,358.20	109.36 %
001-302000-321110 Sidewalk Cafe Row	80,000.00	80,000.00	2,332.61	49,226.33	-30,773.67	61.53 %
001-302000-322150 Miscellaneous Permits	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-302000-322250 Zoning Permit & Fees	2,500.00	2,500.00	30.00	1,520.00	-980.00	60.80 %
001-302000-322400 Sign Permits	3,000.00	3,000.00	150.00	1,700.00	-1,300.00	56.67 %
Department: 302000 - Licenses & Permits Total:	186,500.00	186,500.00	2,632.59	161,804.53	-24,695.47	86.76%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	170,000.00	170,000.00	15,817.02	126,214.59	-43,785.41	74.24 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	0.00	9,965.35	-6,734.65	59.67 %
001-303000-311180 Sales Tax	450,000.00	450,000.00	43,608.39	353,459.91	-96,540.09	78.55 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	5,219.61	36,654.03	-30,845.97	54.30 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	3,763.62	34,169.14	-13,830.86	71.19 %
001-303000-315100 Communication Service Tax	325,000.00	325,000.00	27,733.18	215,902.06	-109,097.94	66.43 %
001-303000-334910 Bcc-senior Center Grant	19,045.00	19,045.00	19,045.00	19,045.00	0.00	100.00 %
001-303000-334914 Bcc-transportation Grant	150,000.00	150,000.00	0.00	51,959.16	-98,040.84	34.64 %
001-303000-334915 Fdot-reimbursable Grant	18,064.00	18,064.00	0.00	19,164.20	1,100.20	106.09 %
001-303000-334930 Emergency Supplemental Funding	0.00	0.00	0.00	16,138.52	16,138.52	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,264,309.00	1,264,309.00	115,186.82	882,671.96	-381,637.04	69.81%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-304000-347500 Tennis - Shuffle Key	11,000.00	11,000.00	420.00	12,850.00	1,850.00	116.82 %
Department: 304000 - Charges for Services Total:	13,000.00	13,000.00	420.00	12,850.00	-150.00	98.85%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	4,937.70	26,777.40	-5,222.60	83.68 %
001-305000-354160 Code Enforcement Fines	30,000.00	30,000.00	5,175.00	16,575.00	-13,425.00	55.25 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
Department: 305000 - Fines & Forfeitures Total:	65,000.00	65,000.00	10,112.70	43,352.40	-21,647.60	66.70%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	6,000.00	6,000.00	19,654.53	80,923.09	74,923.09	1,348.72 %
001-306000-362000 Rent/lease Royalties	79,503.00	79,503.00	10,000.00	72,907.12	-6,595.88	91.70 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 06/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-365400	Recycling Revenue	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-306000-366100	Donations	10,000.00	10,000.00	0.00	20,500.00	10,500.00	205.00 %
001-306000-369100	Miscellaneous Revenues	80,000.00	80,000.00	13,424.42	106,816.51	26,816.51	133.52 %
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	200.00	3,350.00	-11,650.00	22.33 %
001-306000-369201	Miscellaneous Merchandise Sales	0.00	0.00	0.00	2,064.67	2,064.67	0.00 %
001-306000-369250	Recreational Activities Fee	1,250.00	1,250.00	20.00	1,210.00	-40.00	96.80 %
001-306000-369500	miscellaneous Lobbyist	250.00	250.00	0.00	450.00	200.00	180.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	171.88	171.88	-14,828.12	1.15 %
Department: 306000 - Miscellaneous Revenues Total:		212,003.00	212,003.00	43,470.83	288,393.27	76,390.27	136.03%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	80,843.00	80,843.00	9,327.54	58,926.38	21,916.62	72.89 %
001-511000-500210	Employer Fica Taxes	6,185.00	6,185.00	658.14	4,156.90	2,028.10	67.21 %
001-511000-500220	Retirement	46,081.00	46,081.00	5,316.69	35,275.97	10,805.03	76.55 %
001-511000-500230	Group Insurance	54,185.00	54,185.00	3,466.03	41,606.89	12,578.11	76.79 %
001-511000-500345	Contractual Services	4,500.00	4,500.00	225.00	2,456.25	2,043.75	54.58 %
001-511000-500510	Office Supplies	500.00	500.00	0.00	0.00	500.00	0.00 %
001-511000-500512	Elections	0.00	0.00	0.00	15,700.00	-15,700.00	0.00 %
001-511000-500540	Dues & Subscriptions	2,700.00	2,700.00	0.00	858.00	1,842.00	31.78 %
001-511000-500545	Training	6,000.00	6,000.00	0.00	75.00	5,925.00	1.25 %
001-511000-500550	Operating Expenses	10,000.00	10,000.00	161.33	11,117.01	-1,117.01	111.17 %
Department: 511000 - Commission Total:		210,994.00	210,994.00	19,154.73	170,172.40	40,821.60	80.65%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	71,490.00	71,490.00	0.00	66,490.00	5,000.00	93.01 %
Department: 511100 - Donation-Non Profits Total:		71,490.00	71,490.00	0.00	66,490.00	5,000.00	93.01%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	37,128.00	37,128.00	3,902.20	22,819.49	14,308.51	61.46 %
001-511200-500210	Employer Fica Taxes	2,841.00	2,841.00	298.52	1,745.68	1,095.32	61.45 %
001-511200-500220	Retirement	4,422.00	4,422.00	464.75	2,796.65	1,625.35	63.24 %
001-511200-500340	Sewer/wastewater	3,500.00	3,500.00	327.77	2,616.73	883.27	74.76 %
001-511200-500345	Contractual Services	0.00	0.00	0.00	580.00	-580.00	0.00 %
001-511200-500430	Electric Service	1,600.00	1,600.00	132.58	844.30	755.70	52.77 %
001-511200-500431	Water Service	4,200.00	4,200.00	387.02	3,058.64	1,141.36	72.82 %
001-511200-500463	Service Maintenance Contracts	3,000.00	3,000.00	61.19	804.19	2,195.81	26.81 %
001-511200-500506	Printing & Binding	0.00	0.00	0.00	2,490.00	-2,490.00	0.00 %
001-511200-500520	Bldg. Maintenance	10,240.00	10,240.00	0.00	3,700.00	6,540.00	36.13 %
001-511200-500550	Operating Expenses	15,370.00	15,370.00	272.94	2,010.67	13,359.33	13.08 %
001-511200-500640	Capital Outlay - Equipmt & Mach	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
Department: 511200 - Visitor Center Total:		85,801.00	85,801.00	5,846.97	43,466.35	42,334.65	50.66%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	596,812.00	596,812.00	66,792.29	424,034.80	172,777.20	71.05 %
001-513000-500140	Overtime Salaries	3,500.00	3,500.00	101.86	1,277.50	2,222.50	36.50 %
001-513000-500210	Employer Fica Taxes	46,750.00	46,750.00	4,926.34	29,860.91	16,889.09	63.87 %
001-513000-500220	Retirement	118,212.00	118,212.00	15,827.01	105,401.00	12,811.00	89.16 %
001-513000-500230	Group Insurance	102,707.00	102,707.00	6,245.12	70,492.55	32,214.45	68.63 %
001-513000-500315	Professional Services	29,000.00	29,000.00	0.00	13,375.00	15,625.00	46.12 %
001-513000-500320	Audit Expense	42,500.00	42,500.00	0.00	35,000.00	7,500.00	82.35 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	628.75	3,554.95	1,445.05	71.10 %
001-513000-500345	Contractual Services	40,000.00	40,000.00	9,273.97	54,207.87	-14,207.87	135.52 %
001-513000-500463	Service Maintenance Contracts	58,000.00	58,000.00	3,062.92	54,629.79	3,370.21	94.19 %
001-513000-500506	Printing & Binding	3,500.00	3,500.00	0.00	417.47	3,082.53	11.93 %
001-513000-500508	Postage	5,500.00	5,500.00	175.98	3,910.38	1,589.62	71.10 %
001-513000-500510	Office Supplies	4,500.00	4,500.00	124.82	3,935.25	564.75	87.45 %
001-513000-500540	Dues & Subscriptions	8,200.00	8,200.00	0.00	4,541.45	3,658.55	55.38 %
001-513000-500545	Training	18,500.00	18,500.00	431.30	6,693.83	11,806.17	36.18 %
001-513000-500550	Operating Expenses	21,000.00	21,000.00	7,245.62	25,214.24	-4,214.24	120.07 %
Department: 513000 - Administration Total:		1,103,681.00	1,103,681.00	114,835.98	836,546.99	267,134.01	75.80%

Budget Report

For Fiscal: 2022-2023 Period Ending: 06/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	348,500.00	348,500.00	0.00	171,999.27	176,500.73	49.35 %
001-514000-500314	Litigation	94,860.00	94,860.00	0.00	225.00	94,635.00	0.24 %
001-514000-500319	Ethics Research, Training & Op	6,640.00	6,640.00	0.00	6,117.73	522.27	92.13 %
Department: 514000 - Town Attorney Total:		450,000.00	450,000.00	0.00	178,342.00	271,658.00	39.63%
Department: 519000 - General							
001-519000-500311	Advertisements	12,500.00	12,500.00	0.00	6,287.32	6,212.68	50.30 %
001-519000-500315	Professional Services	103,130.00	103,130.00	2,500.00	86,179.65	16,950.35	83.56 %
001-519000-500345	Contractual Services	50,350.00	50,350.00	2,443.56	63,409.43	-13,059.43	125.94 %
001-519000-500349	Community Mobility Services	328,187.00	328,187.00	39,468.48	104,010.64	224,176.36	31.69 %
001-519000-500451	Auto, Property & Liability Ins	157,000.00	157,000.00	0.00	146,776.66	10,223.34	93.49 %
001-519000-500452	Workers Compensation Insur	52,000.00	52,000.00	10,145.00	44,528.00	7,472.00	85.63 %
001-519000-500463	Service Maintenance Contracts	66,000.00	66,000.00	6,162.51	49,385.21	16,614.79	74.83 %
001-519000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
001-519000-500506	Printing & Binding	40,292.00	40,292.00	0.00	11,420.36	28,871.64	28.34 %
001-519000-500511	Computer Expense	10,000.00	10,000.00	0.00	14,282.60	-4,282.60	142.83 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	90.79	134.21	40.35 %
001-519000-500550	Operating Expenses	27,900.00	27,900.00	0.00	34,460.62	-6,560.62	123.51 %
001-519000-500552	Recycling And Solid Waste Exp	32,400.00	32,400.00	2,037.93	17,193.88	15,206.12	53.07 %
001-519000-500610	Capital Outlay Land/bldg Acqui	0.00	0.00	0.00	1,571,628.82	-1,571,628.82	0.00 %
Department: 519000 - General Total:		979,984.00	979,984.00	62,757.48	2,149,653.98	-1,169,669.98	219.36%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	136,894.00	136,894.00	6,408.99	83,543.00	53,351.00	61.03 %
001-519100-500140	Overtime Salaries	5,000.00	5,000.00	32.85	529.42	4,470.58	10.59 %
001-519100-500210	Employer Fica Taxes	11,238.00	11,238.00	493.22	6,408.66	4,829.34	57.03 %
001-519100-500220	Retirement	17,496.00	17,496.00	767.22	10,610.24	6,885.76	60.64 %
001-519100-500230	Group Insurance	23,150.00	23,150.00	807.32	14,795.57	8,354.43	63.91 %
001-519100-500311	Advertisements	21,800.00	21,800.00	0.00	7,420.00	14,380.00	34.04 %
001-519100-500315	Professional Services	63,400.00	63,400.00	0.00	45,092.19	18,307.81	71.12 %
001-519100-500345	Contractual Services	6,138.00	6,138.00	0.00	12,328.27	-6,190.27	200.85 %
001-519100-500347	Programs	16,300.00	16,300.00	0.00	5,938.92	10,361.08	36.44 %
001-519100-500495	Special Events	179,400.00	179,400.00	30,386.07	88,488.26	90,911.74	49.32 %
001-519100-500506	Printing & Binding	9,948.00	9,948.00	223.74	9,786.44	161.56	98.38 %
001-519100-500540	Dues & Subscriptions	1,945.00	1,945.00	0.00	789.17	1,155.83	40.57 %
001-519100-500545	Training	500.00	500.00	0.00	498.00	2.00	99.60 %
001-519100-500550	Operating Expenses	1,000.00	1,000.00	0.00	1,444.04	-444.04	144.40 %
Department: 519100 - Tourism and Community Outreach Total:		494,209.00	494,209.00	39,119.41	287,672.18	206,536.82	58.21%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	15,295.84	74,386.23	5,613.77	92.98 %
001-521000-500345	Contractual Services	5,681,422.00	5,681,422.00	470,770.60	4,236,790.27	1,444,631.73	74.57 %
001-521000-500352	Contract Services	6,000.00	6,000.00	0.00	4,996.19	1,003.81	83.27 %
001-521000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-521000-500550	Operating Expenses	6,000.00	6,000.00	0.00	209.90	5,790.10	3.50 %
001-521000-500640	Capital Outlay - Equipit & Mach	3,000.00	3,000.00	5,250.00	19,793.84	-16,793.84	659.79 %
Department: 521000 - Police Department Total:		5,778,422.00	5,778,422.00	491,316.44	4,336,176.43	1,442,245.57	75.04%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	899,910.00	899,910.00	74,992.50	674,932.50	224,977.50	75.00 %
Department: 523000 - Emergency Medical Services Total:		899,910.00	899,910.00	74,992.50	674,932.50	224,977.50	75.00%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	254,701.00	254,701.00	29,282.46	138,260.55	116,440.45	54.28 %
001-524000-500140	Overtime Salaries	6,000.00	6,000.00	62.84	114.51	5,885.49	1.91 %
001-524000-500210	Employer Fica Taxes	19,644.00	19,644.00	2,330.34	10,912.30	8,731.70	55.55 %
001-524000-500220	Retirement	44,922.00	44,922.00	5,622.22	32,316.64	12,605.36	71.94 %
001-524000-500230	Group Insurance	50,804.00	50,804.00	1,971.43	21,652.77	29,151.23	42.62 %
001-524000-500315	Professional Services	55,000.00	55,000.00	4,408.70	46,300.24	8,699.76	84.18 %
001-524000-500345	Contractual Services	325,000.00	325,000.00	25,626.92	236,410.61	88,589.39	72.74 %
001-524000-500462	Fuel	0.00	0.00	0.00	713.62	-713.62	0.00 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500463	Service Maintenance Contracts	6,600.00	6,600.00	174.72	3,183.35	3,416.65	48.23 %
001-524000-500506	Printing & Binding	4,000.00	4,000.00	242.61	2,664.58	1,335.42	66.61 %
001-524000-500508	Postage	4,000.00	4,000.00	0.00	51.60	3,948.40	1.29 %
001-524000-500510	Office Supplies	3,000.00	3,000.00	0.00	65.99	2,934.01	2.20 %
001-524000-500525	Uniform Expense	400.00	400.00	383.04	383.04	16.96	95.76 %
001-524000-500540	Dues & Subscriptions	4,300.00	4,300.00	65.85	65.85	4,234.15	1.53 %
001-524000-500545	Training	7,000.00	7,000.00	0.00	301.00	6,699.00	4.30 %
001-524000-500550	Operating Expenses	10,200.00	10,200.00	-170.57	1,904.26	8,295.74	18.67 %
Department: 524000 - Development Services Total:		795,571.00	795,571.00	70,000.56	495,300.91	300,270.09	62.26%
Department: 541100 - Mun Srvsc - Public Works Div							
001-541100-500120	Regular Salaries	951,193.00	951,193.00	108,376.25	687,530.18	263,662.82	72.28 %
001-541100-500140	Overtime Salaries	55,000.00	55,000.00	3,863.24	36,995.49	18,004.51	67.26 %
001-541100-500210	Employer Fica Taxes	76,974.00	76,974.00	8,560.93	57,208.03	19,765.97	74.32 %
001-541100-500220	Retirement	134,288.00	134,288.00	16,535.38	109,953.17	24,334.83	81.88 %
001-541100-500230	Group Insurance	220,606.00	220,606.00	14,607.27	152,220.59	68,385.41	69.00 %
001-541100-500315	Professional Services	50,000.00	50,000.00	7,888.64	25,836.84	24,163.16	51.67 %
001-541100-500340	Sewer/wastewater	14,000.00	14,000.00	957.32	7,364.43	6,635.57	52.60 %
001-541100-500345	Contractual Services	363,100.00	363,100.00	19,970.65	145,753.90	217,346.10	40.14 %
001-541100-500410	Communications	47,000.00	47,000.00	6,135.49	52,648.55	-5,648.55	112.02 %
001-541100-500430	Electric Service	48,000.00	48,000.00	5,102.82	33,647.68	14,352.32	70.10 %
001-541100-500431	Water Service	160,000.00	160,000.00	16,229.44	150,324.98	9,675.02	93.95 %
001-541100-500433	Electric Service-streets	62,500.00	62,500.00	5,388.96	41,748.85	20,751.15	66.80 %
001-541100-500445	Equip Rent/lease	20,000.00	20,000.00	441.20	13,854.84	6,145.16	69.27 %
001-541100-500460	Equipment Maintenance	25,000.00	25,000.00	2,137.98	29,624.38	-4,624.38	118.50 %
001-541100-500461	Vehicle Maintenance	14,000.00	14,000.00	654.66	23,740.79	-9,740.79	169.58 %
001-541100-500462	Fuel	50,000.00	50,000.00	0.00	22,010.61	27,989.39	44.02 %
001-541100-500463	Service Maintenance Contracts	20,705.00	20,705.00	2,234.75	18,972.71	1,732.29	91.63 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	107,500.00	107,500.00	13,250.00	88,120.00	19,380.00	81.97 %
001-541100-500508	Postage	250.00	250.00	37.41	658.56	-408.56	263.42 %
001-541100-500510	Office Supplies	1,750.00	1,750.00	0.00	124.74	1,625.26	7.13 %
001-541100-500520	Bldg. Maintenance	70,000.00	70,000.00	11,336.88	87,846.65	-17,846.65	125.50 %
001-541100-500525	Uniform Expense	18,000.00	18,000.00	0.00	21,290.96	-3,290.96	118.28 %
001-541100-500529	Street Light Maintenance	45,000.00	45,000.00	2,064.35	22,260.61	22,739.39	49.47 %
001-541100-500530	Street Maint Repair Supply	100,000.00	100,000.00	4,572.28	21,708.31	78,291.69	21.71 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	8,006.05	48,743.62	1,256.38	97.49 %
001-541100-500532	Signs	12,500.00	12,500.00	0.00	2,057.30	10,442.70	16.46 %
001-541100-500534	Sidewalk Maint Repair	12,500.00	12,500.00	0.00	2,700.09	9,799.91	21.60 %
001-541100-500535	Flags	3,000.00	3,000.00	0.00	3,984.60	-984.60	132.82 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	0.00	1,820.00	465.00	79.65 %
001-541100-500545	Training	6,000.00	6,000.00	947.96	2,046.33	3,953.67	34.11 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	802.05	9,197.95	8.02 %
001-541100-500550	Operating Expenses	70,000.00	70,000.00	11,400.04	67,599.26	2,400.74	96.57 %
001-541100-500624	Capital Outlay-bldg. Improvemnt	50,000.00	50,000.00	32,638.00	55,698.00	-5,698.00	111.40 %
001-541100-500640	Capital Outlay - Equipt & Mach	13,500.00	13,500.00	0.00	9,447.00	4,053.00	69.98 %
001-541100-500644	Capital Outlay-vehicles	40,000.00	40,000.00	3,096.61	29,859.34	10,140.66	74.65 %
Department: 541100 - Mun Srvsc - Public Works Div Total:		2,927,651.00	2,927,651.00	306,434.56	2,076,203.44	851,447.56	70.92%
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	102,698.00	102,698.00	9,686.22	75,951.93	26,746.07	73.96 %
001-572000-500343	Beach Maintenance Contract	264,000.00	264,000.00	20,500.00	184,500.00	79,500.00	69.89 %
001-572000-500345	Contractual Services	6,000.00	6,000.00	0.00	2,000.00	4,000.00	33.33 %
001-572000-500347	Programs	8,000.00	8,000.00	0.00	2,001.24	5,998.76	25.02 %
001-572000-500430	Electric Service	600.00	600.00	68.62	525.39	74.61	87.57 %
001-572000-500460	Equipment Maintenance	8,000.00	8,000.00	633.64	20,279.86	-12,279.86	253.50 %
001-572000-500463	Service Maintenance Contracts	0.00	0.00	158.80	1,687.10	-1,687.10	0.00 %
001-572000-500469	Buoy Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
001-572000-500495	Special Events	0.00	0.00	462.76	462.76	-462.76	0.00 %
001-572000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-572000-500520	Bldg. Maintenance	30,000.00	30,000.00	13.99	24,461.42	5,538.58	81.54 %
001-572000-500536	Sea Oats	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-572000-500550	Operating Expenses	75,000.00	75,000.00	3,792.31	58,535.66	16,464.34	78.05 %
001-572000-500640	Capital Outlay - Equip't & Mach	25,000.00	25,000.00	0.00	21,106.23	3,893.77	84.42 %
Department: 572000 - Recreation Total:		547,298.00	547,298.00	35,316.34	391,511.59	155,786.41	71.54 %
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	82,300.00	82,300.00	0.00	41,150.00	-41,150.00	50.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	0.00	25,000.00	-25,000.00	50.00 %
001-581100-381106	Transfer From Parking Fund	305,000.00	305,000.00	0.00	152,500.00	-152,500.00	50.00 %
Department: 581100 - Interfund Transfers Total:		437,300.00	437,300.00	0.00	218,650.00	-218,650.00	50.00 %
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-743,222.92	1,025,692.70	1,025,692.70	0.00 %
Fund: 101 - Special Revenue-Police Conf							
Department: 306000 - Miscellaneous Revenues							
101-306000-369100	Miscellaneous Revenues	0.00	0.00	0.00	219.86	219.86	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		0.00	0.00	0.00	219.86	219.86	0.00 %
Fund: 101 - Special Revenue-Police Conf Total:		0.00	0.00	0.00	219.86	219.86	0.00 %
Fund: 102 - Building Fund							
Department: 000000 - NonDesignated							
102-000000-380200	Appropriated Fund Balance	30,983.00	30,983.00	0.00	0.00	-30,983.00	0.00 %
Department: 000000 - NonDesignated Total:		30,983.00	30,983.00	0.00	0.00	-30,983.00	0.00 %
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	950,850.00	950,850.00	83,390.65	1,713,793.14	762,943.14	180.24 %
102-302100-322105	Fire Plan Review Fees	17,000.00	17,000.00	960.00	8,822.00	-8,178.00	51.89 %
Department: 302100 - Building Permit and Inpection Total:		967,850.00	967,850.00	84,350.65	1,722,615.14	754,765.14	177.98 %
Department: 524100 - Building							
102-524100-500120	Regular Salaries	80,612.00	80,612.00	9,430.33	55,170.15	25,441.85	68.44 %
102-524100-500210	Employer Fica Taxes	6,167.00	6,167.00	796.65	4,946.98	1,220.02	80.22 %
102-524100-500220	Retirement	18,328.00	18,328.00	2,400.16	14,598.12	3,729.88	79.65 %
102-524100-500230	Group Insurance	14,926.00	14,926.00	882.73	9,512.14	5,413.86	63.73 %
102-524100-500315	Professional Services	100,000.00	100,000.00	3,040.00	51,490.00	48,510.00	51.49 %
102-524100-500345	Contractual Services	0.00	0.00	1,880.00	13,960.80	-13,960.80	0.00 %
102-524100-500402	Building Permit Services	665,000.00	665,000.00	111,553.66	971,408.78	-306,408.78	146.08 %
102-524100-500463	Service Maintenance Contracts	0.00	0.00	0.00	318.47	-318.47	0.00 %
102-524100-500550	Operating Expenses	1,500.00	1,500.00	0.00	2,830.23	-1,330.23	188.68 %
102-524100-500624	Capital Outlay-bldg. Improvem't	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
102-524100-500640	Capital Outlay - Equip't & Mach	0.00	0.00	0.00	14,778.32	-14,778.32	0.00 %
102-524100-581001	Transfer To GF-OH Costs	82,300.00	82,300.00	0.00	41,150.00	41,150.00	50.00 %
Department: 524100 - Building Total:		998,833.00	998,833.00	129,983.53	1,180,163.99	-181,330.99	118.15 %
Fund: 102 - Building Fund Surplus (Deficit):		0.00	0.00	-45,632.88	542,451.15	542,451.15	0.00 %
Fund: 103 - Sewer Fund							
Department: 000000 - NonDesignated							
103-000000-380200	Appropriated Fund Balance	224,296.00	224,296.00	0.00	0.00	-224,296.00	0.00 %
Department: 000000 - NonDesignated Total:		224,296.00	224,296.00	0.00	0.00	-224,296.00	0.00 %
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,303,077.00	1,303,077.00	101,209.34	892,709.81	-410,367.19	68.51 %
Department: 304000 - Charges for Services Total:		1,303,077.00	1,303,077.00	101,209.34	892,709.81	-410,367.19	68.51 %
Department: 306000 - Miscellaneous Revenues							
103-306000-361100	Interest Earnings	1,000.00	1,000.00	0.00	2,497.88	1,497.88	249.79 %
Department: 306000 - Miscellaneous Revenues Total:		1,000.00	1,000.00	0.00	2,497.88	1,497.88	249.79 %
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	73,880.00	73,880.00	8,725.14	45,019.69	28,860.31	60.94 %
103-535000-500140	Overtime Salaries	5,500.00	5,500.00	1,094.71	2,711.40	2,788.60	49.30 %
103-535000-500210	Employer Fica Taxes	6,073.00	6,073.00	751.55	3,652.70	2,420.30	60.15 %
103-535000-500220	Retirement	15,126.00	15,126.00	1,836.71	9,289.65	5,836.35	61.42 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
103-535000-500230	Group Insurance	9,184.00	9,184.00	520.89	4,651.97	4,532.03	50.65 %
103-535000-500315	Professional Services	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500340	Sewer/wastewater	850,000.00	850,000.00	73,025.34	631,219.13	218,780.87	74.26 %
103-535000-500345	Contractual Services	60,000.00	60,000.00	2,834.27	25,413.04	34,586.96	42.36 %
103-535000-500430	Electric Service	24,000.00	24,000.00	1,327.52	14,499.01	9,500.99	60.41 %
103-535000-500431	Water Service	360.00	360.00	50.22	298.13	61.87	82.81 %
103-535000-500459	Sewer Line Maintenance	300,000.00	300,000.00	-90,850.00	232,685.45	67,314.55	77.56 %
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	89,850.00	89,850.00	10,150.00	89.85 %
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	2,250.00	2,250.00	0.00	0.00	2,250.00	0.00 %
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	650.00	74,350.00	0.87 %
Department: 535000 - Sanitary Sewers Total:		1,528,373.00	1,528,373.00	89,166.35	1,059,940.17	468,432.83	69.35%
Fund: 103 - Sewer Fund Surplus (Deficit):		0.00	0.00	12,042.99	-164,732.48	-164,732.48	0.00%
Fund: 115 - Fire Fund							
Department: 000000 - NonDesignated							
115-000000-380203	Appropriation From Fire Fund	1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	0.00 %
Department: 000000 - NonDesignated Total:		1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	0.00%
Department: 301050 - Fire Assessment							
115-301050-311200	Property Tax-fire Assessment	1,134,209.00	1,134,209.00	10,208.98	1,124,234.67	-9,974.33	99.12 %
Department: 301050 - Fire Assessment Total:		1,134,209.00	1,134,209.00	10,208.98	1,124,234.67	-9,974.33	99.12%
Department: 304000 - Charges for Services							
115-304000-342210	Fire Inspection Fees	34,808.00	34,808.00	0.00	37,789.24	2,981.24	108.56 %
Department: 304000 - Charges for Services Total:		34,808.00	34,808.00	0.00	37,789.24	2,981.24	108.56%
Department: 306000 - Miscellaneous Revenues							
115-306000-361100	Interest Earnings	0.00	0.00	0.00	5,045.30	5,045.30	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		0.00	0.00	0.00	5,045.30	5,045.30	0.00%
Department: 522000 - Fire Department							
115-522000-500151	Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
115-522000-500315	Professional Services	52,300.00	52,300.00	4,775.00	47,606.30	4,693.70	91.03 %
115-522000-500320	Audit Expense	8,400.00	8,400.00	0.00	8,400.00	0.00	100.00 %
115-522000-500345	Contractual Services	939,167.00	939,167.00	78,263.92	704,375.28	234,791.72	75.00 %
115-522000-500520	Bldg. Maintenance	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
115-522000-500624	Capital Outlay-bldg. Improvemnt	306,000.00	306,000.00	0.00	0.00	306,000.00	0.00 %
115-522000-500644	Capital Outlay-vehicles	980,000.00	980,000.00	902,515.58	902,515.58	77,484.42	92.09 %
115-522000-500912	Transfer To General Fund	50,000.00	50,000.00	0.00	25,000.00	25,000.00	50.00 %
Department: 522000 - Fire Department Total:		2,344,367.00	2,344,367.00	985,554.50	1,687,897.16	656,469.84	72.00%
Fund: 115 - Fire Fund Surplus (Deficit):		0.00	0.00	-975,345.52	-520,827.95	-520,827.95	0.00%
Fund: 300 - Capital Project Fund							
Department: 000000 - NonDesignated							
300-000000-380200	Appropriated Fund Balance	1,148,866.00	1,148,866.00	0.00	0.00	-1,148,866.00	0.00 %
300-000000-380211	Appropriated El Mar Res.fdg Fi	1,650,000.00	1,650,000.00	0.00	0.00	-1,650,000.00	0.00 %
Department: 000000 - NonDesignated Total:		2,798,866.00	2,798,866.00	0.00	0.00	-2,798,866.00	0.00%
Department: 303000 - Intergovernmental Revenues							
300-303000-334931	American Rescue Plan Act Grant	1,668,844.00	1,668,844.00	0.00	0.00	-1,668,844.00	0.00 %
300-303000-344901	State of Florida- Funding Codrington	511,000.00	511,000.00	0.00	0.00	-511,000.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:		2,179,844.00	2,179,844.00	0.00	0.00	-2,179,844.00	0.00%
Department: 306000 - Miscellaneous Revenues							
300-306000-361100	Interest Earnings	600.00	600.00	0.00	8,260.26	7,660.26	1,376.71 %
Department: 306000 - Miscellaneous Revenues Total:		600.00	600.00	0.00	8,260.26	7,660.26	1,376.71%
Department: 519000 - General							
300-519000-500120	Regular Salaries	51,847.00	51,847.00	4,882.50	32,400.29	19,446.71	62.49 %
300-519000-500210	Employer Fica Taxes	3,968.00	3,968.00	373.50	2,478.56	1,489.44	62.46 %
300-519000-500220	Retirement	14,995.00	14,995.00	1,478.91	9,623.34	5,371.66	64.18 %
300-519000-500230	Group Insurance	8,955.00	8,955.00	669.83	7,394.45	1,560.55	82.57 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 06/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
300-519000-500640	Capital Outlay - Equipt & Mach	263,000.00	263,000.00	0.00	88,277.30	174,722.70	33.57 %
	Department: 519000 - General Total:	342,765.00	342,765.00	7,404.74	140,173.94	202,591.06	40.90%
	Department: 519163 - OffsiteRoof Replacement						
300-519163-500630	Cap Outlay Imp other than bldg	331,000.00	331,000.00	1,300.00	305,860.00	25,140.00	92.40 %
	Department: 519163 - OffsiteRoof Replacement Total:	331,000.00	331,000.00	1,300.00	305,860.00	25,140.00	92.40%
	Department: 545100 - Downtown Parking Reconfiguration						
300-545100-500630	Cap Outlay Imp Other Than Bldg	0.00	0.00	0.00	43,819.22	-43,819.22	0.00 %
	Department: 545100 - Downtown Parking Reconfiguration Total:	0.00	0.00	0.00	43,819.22	-43,819.22	0.00%
	Department: 545101 - Downtown Commercial Refurbishm						
300-545101-500630	Cap Outlay Imp other than bldg	1,200,000.00	1,200,000.00	43,693.60	236,748.62	963,251.38	19.73 %
	Department: 545101 - Downtown Commercial Refurbishm Total:	1,200,000.00	1,200,000.00	43,693.60	236,748.62	963,251.38	19.73%
	Department: 559025 - Bel Air - Sewall Repair - East						
300-559025-500630	Cap Outlay Imp Other Than Bldg	215,545.00	215,545.00	3,472.33	-42,018.76	257,563.76	-19.49 %
	Department: 559025 - Bel Air - Sewall Repair - East Total:	215,545.00	215,545.00	3,472.33	-42,018.76	257,563.76	-19.49%
	Department: 559026 - Canal Dredging						
300-559026-500630	Cap Outlay Imp Other Than Bldg	380,000.00	380,000.00	-275,508.87	358,914.73	21,085.27	94.45 %
	Department: 559026 - Canal Dredging Total:	380,000.00	380,000.00	-275,508.87	358,914.73	21,085.27	94.45%
	Department: 559027 - Storm Water Rate Study						
300-559027-500630	Cap Outlay Imp Other Than Bldg	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
	Department: 559027 - Storm Water Rate Study Total:	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00%
	Department: 572200 - Beach Renourishment						
300-572200-500630	Cap Outlay Imp Other Than Bldg	0.00	0.00	0.00	2,463.87	-2,463.87	0.00 %
	Department: 572200 - Beach Renourishment Total:	0.00	0.00	0.00	2,463.87	-2,463.87	0.00%
	Department: 575201 - Pedestrian Amenities						
300-575201-500630	Cap Outlay Imp Other Than Bldg	50,000.00	50,000.00	0.00	1,043.82	48,956.18	2.09 %
	Department: 575201 - Pedestrian Amenities Total:	50,000.00	50,000.00	0.00	1,043.82	48,956.18	2.09%
	Department: 576135 - Street Project Codrington Drive						
300-576135-500630	Cap Outlay Imp Other Than Bldg	1,700,000.00	1,700,000.00	360,603.78	435,926.91	1,264,073.09	25.64 %
	Department: 576135 - Street Project Codrington Drive Total:	1,700,000.00	1,700,000.00	360,603.78	435,926.91	1,264,073.09	25.64%
	Department: 577100 - Friedt Park						
300-577100-500630	Cap Outlay Imp Other Than Bldg	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00 %
	Department: 577100 - Friedt Park Total:	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
	Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-140,965.58	-1,474,672.09	-1,474,672.09	0.00%
	Fund: 310 - Parking Fund						
	Department: 302000 - Licenses & Permits						
310-302000-313101	Pilop Fee	20,000.00	20,000.00	0.00	60,350.00	40,350.00	301.75 %
	Department: 302000 - Licenses & Permits Total:	20,000.00	20,000.00	0.00	60,350.00	40,350.00	301.75%
	Department: 304000 - Charges for Services						
310-304000-344500	Parking Permits	140,000.00	140,000.00	5,622.00	156,631.29	16,631.29	111.88 %
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	190,000.00	190,000.00	18,142.30	210,920.17	20,920.17	111.01 %
310-304000-344552	Ocean Front Meters	300,000.00	300,000.00	43,912.12	381,361.33	81,361.33	127.12 %
310-304000-344553	Commercial Blvd. Meters	75,000.00	75,000.00	8,993.10	80,704.94	5,704.94	107.61 %
310-304000-344554	Parking Meters - Beach	200,000.00	200,000.00	19,139.94	172,143.30	-27,856.70	86.07 %
310-304000-344555	Palm Portal- Fdg	80,000.00	80,000.00	11,749.80	105,601.91	25,601.91	132.00 %
310-304000-344556	El Prado Parking Lot	450,000.00	450,000.00	45,246.21	503,115.10	53,115.10	111.80 %
310-304000-344558	Town Hall Parking Lot	27,000.00	27,000.00	1,504.69	24,680.14	-2,319.86	91.41 %
310-304000-344559	El Mar Parking Lot	200,000.00	200,000.00	22,638.64	221,045.96	21,045.96	110.52 %
310-304000-344560	A1A Parking Lot	450,000.00	450,000.00	46,766.72	538,782.34	88,782.34	119.73 %
310-304000-344563	Bougainvilla/ Poinciana	130,000.00	130,000.00	18,194.53	189,999.53	59,999.53	146.15 %
	Department: 304000 - Charges for Services Total:	2,336,024.00	2,336,024.00	241,910.05	2,679,010.01	342,986.01	114.68%

Budget Report

For Fiscal: 2022-2023 Period Ending: 06/30/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 305000 - Fines & Forfeitures							
310-305000-354100	Parking Fines	100,000.00	100,000.00	25,689.13	104,162.74	4,162.74	104.16 %
Department: 305000 - Fines & Forfeitures Total:		100,000.00	100,000.00	25,689.13	104,162.74	4,162.74	104.16%
Department: 306000 - Miscellaneous Revenues							
310-306000-361100	Interest Earnings	1,000.00	1,000.00	0.00	10,749.03	9,749.03	1,074.90 %
310-306000-362001	Bougainvillea Rent	0.00	0.00	13,700.00	37,991.75	37,991.75	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		1,000.00	1,000.00	13,700.00	48,740.78	47,740.78	4,874.08%
Department: 545000 - Parking Operations							
310-545000-500120	Regular Salaries	163,721.00	163,721.00	19,131.69	121,700.90	42,020.10	74.33 %
310-545000-500140	Overtime Salaries	3,500.00	3,500.00	415.83	4,503.21	-1,003.21	128.66 %
310-545000-500210	Employer Fica Taxes	12,793.00	12,793.00	1,339.23	8,662.46	4,130.54	67.71 %
310-545000-500220	Retirement	27,291.00	27,291.00	3,236.04	21,352.23	5,938.77	78.24 %
310-545000-500230	Group Insurance	40,301.00	40,301.00	2,988.34	35,669.54	4,631.46	88.51 %
310-545000-500345	Contractual Services	400,000.00	400,000.00	38,350.29	278,489.48	121,510.52	69.62 %
310-545000-500353	Parking Alternatives	175,000.00	175,000.00	11,338.94	156,199.49	18,800.51	89.26 %
310-545000-500410	Communications	3,300.00	3,300.00	162.47	1,450.66	1,849.34	43.96 %
310-545000-500430	Electric Service	6,200.00	6,200.00	754.91	5,324.73	875.27	85.88 %
310-545000-500431	Water Service	25,000.00	25,000.00	1,559.20	12,923.96	12,076.04	51.70 %
310-545000-500445	Equip Rent/lease	12,800.00	12,800.00	0.00	0.00	12,800.00	0.00 %
310-545000-500461	Vehicle Maintenance	5,000.00	5,000.00	647.31	3,998.74	1,001.26	79.97 %
310-545000-500462	Fuel	20,000.00	20,000.00	0.00	5,916.74	14,083.26	29.58 %
310-545000-500463	Service Maintenance Contracts	31,920.00	31,920.00	2,280.00	39,546.10	-7,626.10	123.89 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	11,000.00	11,000.00	0.00	478.17	10,521.83	4.35 %
310-545000-500508	Postage	3,000.00	3,000.00	29.22	507.90	2,492.10	16.93 %
310-545000-500510	Office Supplies	1,000.00	1,000.00	0.00	252.44	747.56	25.24 %
310-545000-500525	Uniform Expense	4,000.00	4,000.00	202.80	3,158.53	841.47	78.96 %
310-545000-500532	Signs	13,000.00	13,000.00	1,081.95	9,872.18	3,127.82	75.94 %
310-545000-500533	Parking Meter Parts-supplies	38,000.00	38,000.00	72.50	3,612.39	34,387.61	9.51 %
310-545000-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550	Operating Expenses	30,000.00	30,000.00	2,504.17	15,310.54	14,689.46	51.04 %
310-545000-500610	Capital Outlay Land/Bldg Acqui	0.00	0.00	0.00	2,000,000.00	-2,000,000.00	0.00 %
310-545000-500629	Capital Outlay - Design/permit	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	55,600.00	55,600.00	4,735.00	6,895.00	48,705.00	12.40 %
310-545000-500644	Capital Outlay-vehicles	20,264.00	20,264.00	-8,373.82	11,866.63	8,397.37	58.56 %
Department: 545000 - Parking Operations Total:		1,118,690.00	1,118,690.00	82,456.07	2,747,692.02	-1,629,002.02	245.62%
Department: 545152 - Land Acquisitions							
310-545152-500611	Land Acquisition	1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	0.00 %
Department: 545152 - Land Acquisitions Total:		1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	0.00%
Department: 581100 - Interfund Transfers							
310-581100-500912	Transfer To General Fund	305,000.00	305,000.00	0.00	152,500.00	152,500.00	50.00 %
Department: 581100 - Interfund Transfers Total:		305,000.00	305,000.00	0.00	152,500.00	152,500.00	50.00%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	198,843.11	-7,928.49	-7,928.49	0.00%
Report Surplus (Deficit):		0.00	0.00	-1,694,280.80	-599,797.30	-599,797.30	0.00%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
000000 - NonDesignated	477,342.00	477,342.00	0.00	0.00	-477,342.00	0.00%
301000 - Ad Valorem Property Taxes	9,801,757.00	9,801,757.00	100,365.07	9,692,509.70	-109,247.30	98.89%
301100 - Utility Taxes	1,086,000.00	1,086,000.00	122,059.82	827,057.94	-258,942.06	76.16%
301600 - Franchise Taxes	801,800.00	801,800.00	82,304.22	604,871.67	-196,928.33	75.44%
302000 - Licenses & Permits	186,500.00	186,500.00	2,632.59	161,804.53	-24,695.47	86.76%
303000 - Intergovernmental Revenues	1,264,309.00	1,264,309.00	115,186.82	882,671.96	-381,637.04	69.81%
304000 - Charges for Services	13,000.00	13,000.00	420.00	12,850.00	-150.00	98.85%
305000 - Fines & Forfeitures	65,000.00	65,000.00	10,112.70	43,352.40	-21,647.60	66.70%
306000 - Miscellaneous Revenues	212,003.00	212,003.00	43,470.83	288,393.27	76,390.27	136.03%
511000 - Commission	210,994.00	210,994.00	19,154.73	170,172.40	40,821.60	80.65%
511100 - Donation-Non Profits	71,490.00	71,490.00	0.00	66,490.00	5,000.00	93.01%
511200 - Visitor Center	85,801.00	85,801.00	5,846.97	43,466.35	42,334.65	50.66%
513000 - Administration	1,103,681.00	1,103,681.00	114,835.98	836,546.99	267,134.01	75.80%
514000 - Town Attorney	450,000.00	450,000.00	0.00	178,342.00	271,658.00	39.63%
519000 - General	979,984.00	979,984.00	62,757.48	2,149,653.98	-1,169,669.98	219.36%
519100 - Tourism and Community Outreach	494,209.00	494,209.00	39,119.41	287,672.18	206,536.82	58.21%
521000 - Police Department	5,778,422.00	5,778,422.00	491,316.44	4,336,176.43	1,442,245.57	75.04%
523000 - Emergency Medical Services	899,910.00	899,910.00	74,992.50	674,932.50	224,977.50	75.00%
524000 - Development Services	795,571.00	795,571.00	70,000.56	495,300.91	300,270.09	62.26%
541100 - Mun Srvsc - Public Works Div	2,927,651.00	2,927,651.00	306,434.56	2,076,203.44	851,447.56	70.92%
572000 - Recreation	547,298.00	547,298.00	35,316.34	391,511.59	155,786.41	71.54%
581100 - Interfund Transfers	437,300.00	437,300.00	0.00	218,650.00	-218,650.00	50.00%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-743,222.92	1,025,692.70	1,025,692.70	0.00%
Fund: 101 - Special Revenue-Police Conf						
306000 - Miscellaneous Revenues	0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 102 - Building Fund						
000000 - NonDesignated	30,983.00	30,983.00	0.00	0.00	-30,983.00	0.00%
302100 - Building Permit and Inpection	967,850.00	967,850.00	84,350.65	1,722,615.14	754,765.14	177.98%
524100 - Building	998,833.00	998,833.00	129,983.53	1,180,163.99	-181,330.99	118.15%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	-45,632.88	542,451.15	542,451.15	0.00%
Fund: 103 - Sewer Fund						
000000 - NonDesignated	224,296.00	224,296.00	0.00	0.00	-224,296.00	0.00%
304000 - Charges for Services	1,303,077.00	1,303,077.00	101,209.34	892,709.81	-410,367.19	68.51%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	2,497.88	1,497.88	249.79%
535000 - Sanitary Sewers	1,528,373.00	1,528,373.00	89,166.35	1,059,940.17	468,432.83	69.35%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	12,042.99	-164,732.48	-164,732.48	0.00%
Fund: 115 - Fire Fund						
000000 - NonDesignated	1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	0.00%
301050 - Fire Assessment	1,134,209.00	1,134,209.00	10,208.98	1,124,234.67	-9,974.33	99.12%
304000 - Charges for Services	34,808.00	34,808.00	0.00	37,789.24	2,981.24	108.56%
306000 - Miscellaneous Revenues	0.00	0.00	0.00	5,045.30	5,045.30	0.00%
522000 - Fire Department	2,344,367.00	2,344,367.00	985,554.50	1,687,897.16	656,469.84	72.00%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	-975,345.52	-520,827.95	-520,827.95	0.00%
Fund: 300 - Capital Project Fund						
000000 - NonDesignated	2,798,866.00	2,798,866.00	0.00	0.00	-2,798,866.00	0.00%
303000 - Intergovernmental Revenues	2,179,844.00	2,179,844.00	0.00	0.00	-2,179,844.00	0.00%
306000 - Miscellaneous Revenues	600.00	600.00	0.00	8,260.26	7,660.26	1,376.71%
519000 - General	342,765.00	342,765.00	7,404.74	140,173.94	202,591.06	40.90%
519163 - OffsiteRoof Replacement	331,000.00	331,000.00	1,300.00	305,860.00	25,140.00	92.40%
545100 - Downtown Parking Reconfiguration	0.00	0.00	0.00	43,819.22	-43,819.22	0.00%
545101 - Downtown Commercial Refurbishm	1,200,000.00	1,200,000.00	43,693.60	236,748.62	963,251.38	19.73%
559025 - Bel Air - Sewall Repair - East	215,545.00	215,545.00	3,472.33	-42,018.76	257,563.76	-19.49%
559026 - Canal Dredging	380,000.00	380,000.00	-275,508.87	358,914.73	21,085.27	94.45%

Budget Report

For Fiscal: 2022-2023 Period Ending: 06/30/2023

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
559027 - Storm Water Rate Study	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00%
572200 - Beach Renourishment	0.00	0.00	0.00	2,463.87	-2,463.87	0.00%
575201 - Pedestrian Amenities	50,000.00	50,000.00	0.00	1,043.82	48,956.18	2.09%
576135 - Street Project Codrington Drive	1,700,000.00	1,700,000.00	360,603.78	435,926.91	1,264,073.09	25.64%
577100 - Friedt Park	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-140,965.58	-1,474,672.09	-1,474,672.09	0.00%
Fund: 310 - Parking Fund						
302000 - Licenses & Permits	20,000.00	20,000.00	0.00	60,350.00	40,350.00	301.75%
304000 - Charges for Services	2,336,024.00	2,336,024.00	241,910.05	2,679,010.01	342,986.01	114.68%
305000 - Fines & Forfeitures	100,000.00	100,000.00	25,689.13	104,162.74	4,162.74	104.16%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	13,700.00	48,740.78	47,740.78	4,874.08%
545000 - Parking Operations	1,118,690.00	1,118,690.00	82,456.07	2,747,692.02	-1,629,002.02	245.62%
545152 - Land Acquisitions	1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	0.00%
581100 - Interfund Transfers	305,000.00	305,000.00	0.00	152,500.00	152,500.00	50.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	198,843.11	-7,928.49	-7,928.49	0.00%
Report Surplus (Deficit):	0.00	0.00	-1,694,280.80	-599,797.30	-599,797.30	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	-743,222.92	1,025,692.70	1,025,692.70
101 - Special Revenue-Police Conf	0.00	0.00	0.00	219.86	219.86
102 - Building Fund	0.00	0.00	-45,632.88	542,451.15	542,451.15
103 - Sewer Fund	0.00	0.00	12,042.99	-164,732.48	-164,732.48
115 - Fire Fund	0.00	0.00	-975,345.52	-520,827.95	-520,827.95
300 - Capital Project Fund	0.00	0.00	-140,965.58	-1,474,672.09	-1,474,672.09
310 - Parking Fund	0.00	0.00	198,843.11	-7,928.49	-7,928.49
Report Surplus (Deficit):	0.00	0.00	-1,694,280.80	-599,797.30	-599,797.30

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

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 6/30/2023	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	8,214,702.53	0.01%	7,229.29	37,100.00
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.01%	Included Above	Included Above
GENERAL FUND						BANK SUBTOTAL		7,229.29	37,100.00
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	181,584.53	5.33%	791.99	5,990.01
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	88,098.06	5.33%	384.24	2,954.67
GENERAL FUND						SBA SUBTOTAL		1,176.23	8,944.68
GENERAL FUND						GRAND TOTAL		8,405.52	46,044.68
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	15,659.60	0.01%	Included Above	Included Above
POLICE FUND						TOTAL		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,108,846.26	0.01%	731.77	5,473.99
SEWER FUND						TOTAL		731.77	5,473.99
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		2,009,565.48	0.01%	1,491.09	11,963.67
FIRE FUND						GRAND TOTAL		1,491.09	11,963.67
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	4,589,425.97	0.01%	3,830.02	16,097.75
CAPITAL IMPROVEMENT FUND						TOTAL		3,830.02	16,097.75
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	4,558,729.06	0.01%	3,178.73	22,535.89
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	148,871.00	0.01%	102.35	516.39
PARKING FUND						TOTAL		3,281.08	23,052.28
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	975,297.24	0.01%	760.48	4,634.90
BUILDING FUND						TOTAL		760.48	4,634.90
ALL FUNDS						GRAND TOTAL		18,499.96	107,267.27

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

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		24,121,097.14	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		269,682.59	1%
Repurchase Agreements		0.00	0%
Money Market Funds		0.00	0%
U.S. Securities/Treasuries		0.00	0%
U.S. Federal Agencies		0.00	0%
Federal Instrumentalities		0.00	0%
GRAND TOTAL		24,390,779.73	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	10,984,385.12	45%
	Police Fund	15,659.60	0%
	Sewer Fund	1,108,846.26	5%
	Fire Fund	2,009,565.48	8%
	Building Fund	975,297.24	4%
	Capital Improvement Fund	4,589,425.97	19%
	Parking Fund	4,707,600.06	19%
GRAND TOTAL		24,390,779.73	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	24,121,097.14	99%
	Florida Prime/State Board of Admin.	269,682.59	1%
GRAND TOTAL		24,390,779.73	100%



Town Commission Agenda Item Report

Meeting Date: August 15, 2023

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

Submitting Department: Administration

Item Type: Presentations

Agenda Section: TOWN MANAGER REPORT

Subject Title: Q2 2023 Visitor Center Quarterly Report

Explanation: The Visitor Center has now been managed by the Town for a year and a half. Two part-time employees staff the Center. The information that follows is key statistics and accomplishments on behalf of our Center.

Quarterly Stats & Insights

The Visitor Center Staff captures key data points to understand trends and insights. Some information will also be period over period to see historical comparisons.

Daily Walk In Tally:

Each guest is tallied by the staff and volunteers on a daily basis and rolled into a daily/weekly/monthly report. This data helps the Visitor Center with staffing and brochure fulfillment. The Center is closed on Wednesdays as the Chamber uses the facility on that day.

The Center continues to be open for half day on Saturday and averaged 21 guests per Saturday in the second quarter.

2nd Quarter 2023 Walk In Total

Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
22	44		55	71	35		227	13	3
31	37		38	49	18		173	17	6
37	33		50	41	23		184	22	12
51	59		41	46	8		205	19	5
15	21		10	7	0		53	3	0
156	194		194	214	84		842	74	26

How Did You Hear About Us?

Before guests leave the Visitor Center, the staff ask them to "sign in" either on a paper sign in sheet or on an iPad Microsoft Form. The form(s) captures "How did you hear about us?" It's

no surprise that people who walk by the center capture the majority of the “how,” followed by the sign or kiosk.

Month over Month:

Below is a **month over month** comparison of walk-in guests for the 2nd Quarter of 2022 vs. 2023. June was up nearly 20% over the prior year.

Mos	2022	2023	Change
Apr	376	330	-13.90%
May	260	274	5.18%
Jun	191	238	19.74%

International and Domestic Travelers:

While most of our visitors were from the U.S., our Town attracts guests from around the world. The international travelers slowed quite a bit from the first quarter.

Travelers from the US typically are from the Northeast and South. For the 2nd quarter, we had many visitors from the Western states, including Utah, California, Washington and Nevada. We also had several guests from Texas! We see many locals in the Center most often to check on new coupons or to pick up publications. We also have four-legged guests who just want a “lap” of water.

Where?	Apr	May	Jun
Local/Florida	11	15	11
Out-of-State	53	44	36
Argentina	0	0	1
Canada	15	4	1
Germany	8	5	1
Peru	0	1	0
UK	1	2	0
Switzerland	0	1	0
Total	88	72	50

Comments from our Guests

Visitors are always curious about what it is like to live in a small beach town. Comments include: “Everyone is so friendly.” “Do you know of any real estate for sale?” “What is your favorite restaurant.” “How long have you lived in Florida?”

Our new signage on the front and the back of the building will help tourists visually find our Center now.



Part-Time and Volunteer Staff:

Hours for the Part-Time and Volunteer Staff were up by nearly 5% in second quarter 2023 over first quarter 2023. Increased hours are attributed to Saturday hours and coverage for vacation. We've added four new volunteers since March and are definitely ready for the upcoming "season." Our staff and volunteers are always eager to help with events and special projects for the Center or Town.

Town Topic Forms

With the goal of increasing digital communications, we are processing forms for individuals to receive push email notifications. For the 2nd quarter, we processed 21 forms. Go green!

Hotel Inquiry Form:

The inquiry form on the STAY page of discoverlbts.com continues to receive submissions that we forward to our local hoteliers. The VC Staff also outreach to potential vacationers with a phone call or an email providing information about our Town.

Q1 23	Q2 23	% Change
Jan-Mar 33	Apr-Jun 23	Apr-Jun -30.3

DiscoverLBTS.com:

The table below shows the most popular landing pages on Discoverlbts.com, with a period over period comparison. Note the jump in hits on the Events page, most likely due to the return of monthly Friday Night Music.

	Q2 22	Q2 23	% Change
Landing Page	Apr-Jun	Apr-Jun	Apr-Jun
Events	1958	3497	78.60%
Hotels	1332	664	-50.20%
Restaurants	1782	729	-59.10%
Diving/Snorkeling	2388	1635	-31.53%
Beaches/Parks	1071	548	-48.80%
Getting Around	850	381	-55.20%

Key Accomplishments & Goals:

- **Procured Art:** In the past few months we had Museum Art Rails installed in the Center with the goal of having rotating art pieces from Town businesses. In June, four original photographs were installed of the pier and Anglin's Square. Coast Boutique graciously provided the artwork.
- **Chamber Referrals:** We had three Chamber referrals in the 2nd Quarter and will continue to encourage businesses to join.
- **Town Map:** As discoverlbts.com is now fully updated with businesses and hotels, we are having a large map created as a visual to put inside and outside the Visitor Center.
- **Circuit App Assistance:** Many locals and visitors requested assistance with the Circuit App and explanation of the services. We gladly helped!
- **Tourism sites:** The staff continues to work with Visit Lauderdale and Visit Florida to ensure LBTS content is accurate and current.
- **Flyer/Sign Distribution:** Staff and Volunteers assisted with distributing/hanging flyers for Dive into Summer and also for the current downtown enhancements ("We're Open")
- **Trip Advisor:** We are updating the Trip Advisor site with new photos and content. The staff and volunteers are going to have a review campaign and encourage visitors to write reviews.

Summary:

As we move into 3rd quarter 2023, we will continue to enhance the Visitor Center and find creative ways to increase foot traffic to the Center so we can promote our Town and its businesses.

Recommendation: N/A

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes for the July 11, 2023 and July 25, 2023 Special and Regular Commission Meetings

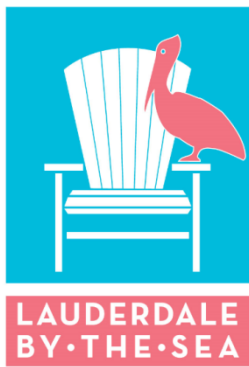
Explanation: Draft minutes for approval for the following meetings:

- 7-11-23 Budget Workshop
- 7-11-23 Regular Commission Meeting
- 7-25-23 Special Commission Meeting
- 7-25-23 Regular Commission Meeting

Recommendation: Accept/Approve

Exhibits:

1. 7-11-23 Budget Workshop Draft Minutes
2. 7-11-23 Regular Commission Meeting Draft Minutes
3. 7-25-23 Special Commission Meeting Draft Minutes
4. 7-25-23 Regular Commission Meeting Draft Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, July 11, 2023
5:00 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 5:00 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Development Services Director Jhanelle Campbell, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. DISCUSSION ITEM

- a. **Resolution 2023-37 – 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, 2023 AND PROVIDING FOR MAXIMUM RATES FOR FUTURE FISCAL YEARS; 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.**

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

b. FY24 Non-Profit Funding Request

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

c. FY 24 - 27 CIP

4. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:24 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, July 11, 2023
6:30 PM

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 7:28 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Bentzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

- a. Town Manager Report for July 11, 2023

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

- 6-20-23-23 Commission Workshop Minutes

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

11. CONSENT AGENDA

- a. Resolution 2023-36 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF LAUDERDALE-BY-SEA FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM AND THE SECOND AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF LAUDERDALE-BY-THE-SEA PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

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

12. OLD BUSINESS

None.

13. NEW BUSINESS

- a. RESOLUTION 2023-35 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA FOR RECYCLING SERVICES FOR A FIVE-YEAR TERM; WAIVING THE REQUIREMENTS

FOR COMPETITIVE SOLICITATIONS SET FORTH IN THE PURCHASING MANUAL; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

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

b. RESOLUTION 2023-38 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH BIEN-AIME, INC. FOR SENIOR COMMUNITY CENTER PROGRAM DEVELOPMENT AND DELIVERY SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

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

14. COMMISSIONER COMMENTS

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

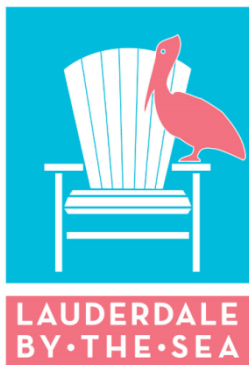
None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:32 p.m.

Mayor Chris Vincent

ATTEST:



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, June 27, 2023
5:00 PM

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 5:00 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos (by phone), Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Development Services Director Jhanelle Campbell, , and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. DISCUSSION ITEM

- a. **Resolution 2023-40 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE 2023 / 2024 FISCAL YEAR; PROVIDING FOR THE DATE, TIME, AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Ken Brenner, resident, stated that while he credited Town Staff for negotiating lower costs for some services in the short term, none of these decreases are passed on to residents or property owners. The Town’s Fire Assessment has increased, and the proposed millage rate has increased as well, which means every property will see a higher tax bill.

Mr. Brenner continued that the cost of Fire/Emergency Medical Services (EMS) has decreased by \$1 million, although he did not see where these savings have gone. He

asked if the \$1 million fire truck has been canceled, pointing out that these two items alone would make up for a \$1.5 million budget shortfall. He emphasized that last year's budget shows 80% of revenues come from ad valorem taxes, and noted that some properties in Lauderdale-By-The-Sea have tripled or quadrupled in value in a single year. This means both the Town and Broward County will see triple revenue from these individual properties, which will make a significant difference to the Town.

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

Budget and Finance Director Lucila Lang explained that the purpose of tonight's meeting is for the Commission to establish the tentative millage rate based on the Town's proposed budget for fiscal year (FY) 2023-2024. She recalled that there have been two additional public hearings during the budget process, which focused on the General Fund as well as any enhancements the community may wish to add. These items were presented to the Commission with cost estimates. The Commission eliminated some prospective enhancements and reduced funding for others. Using these figures, Staff arrived at the proposed FY 2023-2024 budget.

After these meetings were held, the Town's proposed expenses for FY 2023-2024 came to approximately \$16.3 million. In order to fund the Town's Capital Improvement Program (CIP), Staff included a \$1 million transfer from the General Fund to the CIP.

To fund these expenditures, the Town relies on ad valorem taxes, as well as other income such as the gas tax and a transfer from the Fire and Building Funds to the General Fund. For FY 2023-2024, Staff estimates that there will be roughly \$3.6 million in total additional revenue. They will transfer approximately \$150,000 from the Fire and Building Funds.

To assist the Commission with tonight's budget decision, Budget and Finance Director Lang provided them with information on the Town's millage rates for the past 10 years. This document shows when the Town decided to adopt the rolled back rate, when the millage rate remained the same, and when the millage rate was lowered. She noted that in 2013, the Town adopted a millage rate of 3.9312, while in 2022, the millage rate was adopted at 3.3923.

Budget and Finance Director Lang continued that she had also provided a number of potential millage rate scenarios, including retaining the current millage rate, adopting the rolled back rate, and additional possible rates ranging from 3.5 to 3.9325. The

document shows the revenue each rate would produce in ad valorem taxes, the deficit to funding the proposed FY 2023-2024 expenses would be, and the additional funding that would be required for the CIP.

A number of scenarios to various homes in the Town were also provided, which range from (-\$381.32) to an increase of \$638.37. Homes receiving the Save Our Homes exemption would experience an impact of (-\$197.07) to an increase of \$329.92. The negative amounts represent the decrease a homeowner would see in ad valorem taxes under the proposed rates.

Director of Budget and Finance Lang continued that the total Truth in Millage Rate (TRIM) notice the Town would receive in ad valorem tax revenue is 19.26%. She also noted there are comparisons between the millage rates and debt services of Lauderdale-By-The-Sea and neighboring Broward municipalities. These included Lighthouse Point, Fort Lauderdale, Pompano Beach, Wilton Manors, Oakland Park, and Sea Ranch Lakes.

Director of Budget and Finance Lang reminded the Commissioners that the tentative millage rate they adopt tonight would represent the highest possible rate they could select for FY 2023-2024.

In order to cover the proposed expenses for FY 2023-2024, and to avoid continued use of unencumbered funds for the Town's day-to-day operations, Staff recommends a millage rate of 3.923 for the next fiscal year.

Town Manager Linda Connors addressed the concerns raised during Public Comment, stating that the \$1 million fire truck was ordered two years ago, as that is the approximate time frame required for its construction. The Pompano Beach Fire Department, which will be taking over the Town's Fire services, will use this truck when it is received.

Mayor Vincent asked for clarification of the disparity between the existing and new vehicles. Deputy Town Manager/Municipal Services Director Ken Rubach explained that the new truck will replace the existing ladder truck, which was beginning to fail. The new ladder truck will remain on-site in Lauderdale-By-The-Sea for use by the Pompano Beach Fire Department.

Mayor Vincent also requested information regarding the savings in Fire/EMS costs. Deputy Town Manager/Municipal Services Director Rubach replied that these savings

are calculated on the Fire Department side rather than as General Fund revenue. These dollars cannot be used to balance any deficit. They will be used to build up reserves in order to fund improvements to the Public Safety building.

Commissioner Oldaker observed that the TRIM notice is the tentative full tax bill that residents would pay, and pointed out that the Town's portion of that bill would be approximately 19.26%. Director of Budget and Finance Lang confirmed this, adding that 19.26% was the Town's portion for the last fiscal year.

Commissioner Oldaker further clarified that the tentative millage rate determined at tonight's meeting can be lowered during the September phase of the budget process, but cannot be raised.

Commissioner Pouloupoulos noted that this year's budget process differs from the process in previous years, as the Commission has already provided input on items they want to keep in or remove from the budget. He felt this meant there is less room for change in the FY 2023-2024 budget, and the millage rate can be set to meet the budget's needs. He recommended setting the millage rate at the highest rate proposed by Staff, which can be decreased as the budget process moves forward. He concluded that he would be in favor of the 3.923 rate.

Mayor Vincent stated that he agreed with Commissioner Pouloupoulos regarding how the Commission has approached this year's budget thus far. He also agreed with Staff's recommended rate of 3.923, pointing out that costs are continuing to rise and the supply chain issues experienced during the COVID-19 pandemic seem to be less of a factor. He added that property values seem to be more stagnant than in previous years, as properties are remaining on the market longer than during the pandemic, due in part to increased interest rates.

Mayor Vincent continued that the Town's contracts constitute a large portion of its expenditures, and noted that the costs of labor and goods have increased as well. He concluded that the Town must retain a certain level of service and quality in order to continue to attract and serve both residents and visitors. He recommended that the Town adopt the tentative rate of 3.9235 at tonight's meeting, noting that since his tenure with the Commission began, there have been no tax increases.

Commissioner Strauss agreed, pointing out that the Commission has given a mandate to Staff requiring them to spend money, and that costs have nearly doubled in the past 10 years, including the cost of living. He recommended closely reviewing the budget

during the month of August to determine if there are any areas where costs can be reduced.

Vice Mayor Malkoon also agreed, noting that he has typically recommended the rolled back or reduced millage rate in order to maintain fiscal responsibility. He confirmed that he was in favor of the recommended rate of 3.9235.

Commissioner Poulopoulos observed that the Town must spend some money in order to maintain its quality of life, and pointed out that unlike other South Florida municipalities, the Town is not carrying any debt, nor is their proposed millage rate as high as in other places. He concluded that this was the appropriate time for the Town to be fiscally responsible.

Commissioner Strauss made a motion, seconded by Commissioner Poulopoulos, to adopt the proposed 3.9235 millage. Motion carried 5-0.

4. ADJOURNMENT

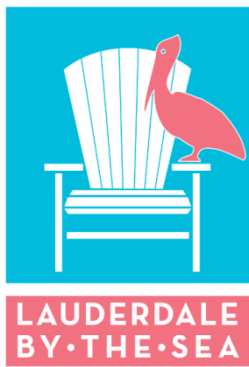
With no other business to come before the Commission at this time, the meeting was adjourned at 5:30 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, July 25, 2023
6:30 PM

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:32 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos (via phone), Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, Senior Special Events and Marketing Coordinator Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Dive Into Summer Update

Senior Special Events and Marketing Coordinator Katie Anderson reminded all present that the Town’s Dive Into Summer event will be held on Saturday, July 29, 2023. This is the first year for this event, which will take place from 3 p.m. to 8:30 p.m. in El Prado Park. It will include music, a vendor village, food and beverages, and family entertainment, among other features.

Special Events and Marketing Coordinator Anderson advised that SCUBA for Good has requested approximately 10 reserved parking spaces for volunteers who will assist with the event. Four additional spaces are requested for entertainers. Staff recommends

using the parking available behind Town Hall for volunteer and event-related personnel. The Commissioners agreed by unanimous consensus to grant these requests.

b. Farmers Market 2022-2023 Season Wrap Up

Special Events and Marketing Coordinator Anderson recalled that at the October 6, 2022 Commission meeting, the Town Commission awarded the contract for the Town's Farmers Market to Community Markets of South Florida, with the understanding that approval came with requested improvements and enhancements for the upcoming season, including specialty market days. After that meeting, Town Staff met with the proprietors of Community Markets of South Florida to discuss expectations for the upcoming season.

The most recent Farmers Market season ran from Sunday, December 4, 2022 through Sunday, May 7, 2023. After the season ended, Staff met with Jonathan Grotsky of Community Markets to discuss feedback from both sides of the market.

One request from the Commission and Staff was to increase the number of vendors who would be present throughout the market. The new site map allowed for a maximum of 37 vendors, which is significantly higher than the 17 vendors who participated in previous years. The Farmers Market did not reach full capacity for the entire season, but approximately 14 new vendors participated throughout the season.

Of the full list of 32 vendors committed to each market, there were a number of Sundays in which these vendors did not participate, often hosting only 25 vendors. The Town had also requested that more artisans participate throughout the season; however, the majority of vendors participating throughout the season were food vendors.

The Town had also requested that a coffee vendor participate in the market. Some markets into the season, Community Markets procured a coffee truck, which received very positive feedback. Another request was for a fresh flower vendor. This vendor was procured, but did not maintain a presence throughout the season, as they did not find the market sufficiently successful for their business.

The Town also requested a number of specialty market days and events throughout the season. These two days featured photographs with Santa Claus and a dog fashion show.

Town Staff discussed the market's hours of operation during its post-season meeting, including the noticeable decrease in attendance later in the afternoons. Both the Town and Community Markets agreed that the next season's market would end at 1 p.m. rather than 2 p.m.

From a marketing standpoint, the Town printed and displayed banners on light poles, as well as on El Mar Drive, at the Visitors Center, and at the Chamber of Commerce. Printed yard signs were also placed weekly, and printed fliers were available in Town Hall and the Visitors Center. The Farmers Market was added to the Town's discover page and included in weekly *Town Topics* e-blasts, and was featured in the printed *Town Topics* as well. Facebook events were created for each Sunday market, and posts were made on Facebook and Instagram throughout the season.

Community Markets of South Florida relied on social media outlets for marketing, including both their page and their vendors' pages. Staff reviewed the vendors' social media markets, noting that of the 32 vendors committed to the final market, only 11 had social media platforms that could be found, and four of these were relatively inactive.

Should the Commission continue its contract with Community Markets, Town Staff proposes the following changes to the contract and the process:

- Town Staff will meet with Community Markets of South Florida in October 2023, at which time Community Markets will provide a marketing plan for the upcoming season, including a social media strategy
- The Town will add a social handle to the vendor tracking sheet submitted by Community Markets each Wednesday prior to the market so the Town will have a clear idea of which vendors will be present for the Sunday markets
- Community Markets is asked to schedule a minimum of four specialty market days throughout the season
- During the October meeting, Community Markets will present an outline of what enhancements will be included, as well as potential marketing collateral
- Community Markets will be asked to maintain no greater than a 50/50 ratio of food to artists and vendors throughout the majority of the season
- Barring weather and holidays, 23 markets are expected throughout the next season, at least 15 of which should reflect the 50/50 ratio
- After the market has closed, the market manager will provide a list of participating vendors to Town Staff
- Community Markets will work to provide a true variety in the following areas throughout the season: plant vendors, jewelry vendors, and art vendors

- Community Markets will assign a market manager that is not also responsible for a booth at the Town's market; the manager shall be ever-present throughout the market so they can gauge the visitors' and residents' reception to the vendors present
- In the event of inclement weather, Community Markets shall cancel the market if the contractual minimum of 14 vendors is not present by 8:30 a.m.
- Staff and Community Markets collectively request to change the parking location for participating vendors back to the spaces behind Town Hall
- Hours of operation of the Farmers Market will end at 1 p.m. rather than 2 p.m.

Staff requests direction from the Commission on the following items:

- Amend the contract to update the vendor parking area from the South Ocean lot to the lot behind Town Hall
- Amend the contract by changing the market end time from 2 p.m. to 1 p.m.
- Approve the suggested expectations for the next market season

Mayor Vincent asked if the Town's requests are achievable for the next season. Jonathan Grotsky, representing Community Markets of South Florida, confirmed that these changes are possible. He reminded all present that the Farmers Market itself constitutes an event each Sunday, which makes it difficult to schedule an additional event within limited space. He also pointed out that Community Markets pays the City to provide the market, which differentiates them from a paid vendor.

With regard to the mixture of vendors, Mr. Grotsky continued that Community Markets is trying to provide what people want, including food. Artists and other non-food vendors typically sell less at the event and may not return for that reason, requiring another vendor to be lined up in their place.

Mayor Vincent clarified that while Community Markets is paying to present the event, he did not feel this was the same as acting as a paid vendor.

Town Manager Linda Connors recalled that when Community Markets was hired by the Town, it was with the expectation that they would provide vendors who would draw people into the market. She noted that there had been no hesitation by Community Markets regarding their ability to put on special events. She further clarified that the Town is not asking for major events, but for well-planned additions.

Mayor Vincent emphasized that the Town wants the market to succeed, and asked what can be done if vendors do not show up. He also emphasized the importance of

balancing a variety of vendors at each market. He acknowledged that requiring less successful vendors to participate may be beyond Community Markets' control, and suggested that it may be wise to carefully vet vendors.

Town Manager Connors added that the Town did not take issue with a variety of vendors rotating in and out of the event. If the Town and Community Markets agree on 30 vendors, for example, this number should be maintained throughout the market. She recalled that the last season resulted in a steady decline in the number of vendors.

Mayor Vincent asked if Community Markets felt the Town's Farmers Market was successful for their vendors, and that the vendors wanted to be there. Mr. Grotsky advised that while Community Markets had offered 17 vendor spaces in previous years, they increased this number to 37 for the recent season, which is the highest number within any Broward market. They averaged approximately 28 vendors throughout the season.

Mr. Grotsky continued that the most recent market season had a late start, which meant some vendors had already committed to participate in other markets. He felt the next season would offer a head start for vendors to sign up. Community Markets is also working on a plan that would penalize vendors who do not show up, and to provide backup vendors if necessary. Terry Kugel, also representing Community Markets, stated that the customer response to the market was overwhelmingly positive.

Commissioner Strauss suggested that the proposed 50/50 split between food and non-food vendors was important, as guests want to see crafts and other goods in addition to food. He recalled that when the Town had committed to Community Markets, its representatives had not seemed concerned with their ability to provide a consistent variety of vendors. He concluded that he hoped to see the entire space filled by vendors, and that special events are offered as well.

Mr. Grotsky reiterated that Community Markets has more opportunity to plan ahead for the coming season, including small special events to accompany the regular market. Mr. Kugel added that Community Markets has been in business for 15 years, and advised that other providers may not be able to provide the same quality of services they may have offered.

Mr. Kugel continued that guests typically do not come to a market for crafts or non-food services, as this does not stimulate repeat visits in the same way. Mayor Vincent

pointed out that new customers visit the market each week. Mr. Kugel concluded that the business will work on the requested upgrades.

The Commissioners agreed by consensus to direct Staff to move forward with the suggested expectations and contract amendments.

The following Item was taken out of order on the Agenda.

13. OLD BUSINESS

d. Raymond Briscuso Memorial Plaque

Commissioner Strauss stated that longtime Town resident Raymong Briscuso recently passed away at the age of 95, and recalled that he was an avid bocce enthusiast. It has been suggested that a memorial plaque be created in honor of Mr. Briscuso. Members of the bocce group have indicated they are willing to raise funds for the plaque, and have requested permission from the Town to place it near the bocce court.

Commissioner Strauss also noted that Mr. Briscuso was a veteran of World War II and participated in many of the Town's Veterans Day events over the years.

Mayor Vincent advised that he was in favor of moving forward with a memorial plaque, and suggested that the Commission establish guidelines and criteria in the future for the placement of memorials. The Commissioners agreed by consensus to further discuss a memorial policy for the Town.

6. PUBLIC COMMENTS

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

7. PUBLIC SAFETY DISCUSSION

a. AMR June 2023 Report

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

Mayor Vincent thanked American Medical Response (AMR) and its personnel for their service to the Town.

b. BSO June 2023 Report

Broward Sheriff's Office (BSO) Captain Tom Palmer recognized Deputy Michael Kratz as Deputy of the Month. During the month of June, Deputy Kratz investigated two hit-and-run incidents and solved these cases rapidly. He has also participated in the traffic studies carried out throughout Lauderdale-By-The-Sea.

Captain Palmer added that his report includes a year-to-date statistical report for traffic crashes and citations in comparison to the same time in 2022. The district has seen a 12% decrease in traffic crashes and a 79% increase in traffic citations during that time. Calls for service are roughly 3% lower than in the previous year.

Captain Palmer added that BSO is undertaking its Summer Splash Initiative, in which representatives from the Motor Unit travel to different Broward municipalities. These groups were present in Lauderdale-By-The-Sea on July 3 and July 11, 2023. Additional details will be included in next month's report.

Mayor Vincent requested information regarding traffic flow in the Downtown area after the shutdown of a portion of Commercial Boulevard. Captain Palmer replied that there are some traffic delays, noting that the Town's maintenance of traffic (MOT) plan has taken BSO's recommendations into account. He recognized Deputy Town Manager/Public Works Director Ken Rubach for his assistance. BSO has maintained a presence on arterial roadways to help decrease cut-through traffic.

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

c. VFD June 2023 Report

Volunteer Fire Department (VFD) Chief Judson Hopping recalled an incident which occurred on Sunday, July 16, 2023, at which time the VFD received two fire alarms from the same building, each of which was immediately cancelled. To cancel an alarm, the alarm company contacts the building from which the alarm was received, and then contacts 911 to cancel the service call. The VFD then received a call asking if they would respond to the alarm and visited the building to reset the alarm.

Chief Hopping continued that the Fire Marshal had investigated the incident and reached out to the condominium from which the alarm had come, as well as the fire alarm company.

Mayor Vincent asked if the VFD would still dispatch a unit to a building to ensure its fire alarm is properly shut down after a call is cancelled. Fire Marshal Steve Paine explained that the alarm's monitoring company has a limited time in which they may contact the building, followed by contact to 911, which dispatches the call. Once the call is dispatched, the alarm company calls the building again. Even if the call is cancelled, the alarm will still be sounding, and the Fire Department will be required to reset it.

Mayor Vincent asked if a call from the building should automatically trigger a response from first responders so they may shut down the alarm and confirm there is no fire. He emphasized the importance of communication in an incident of this nature. Fire Marshal Paine confirmed that this would be the correct response. Mayor Vincent asserted that this incident, which left the alarm going for 35 minutes with no communication, should not occur for an emergency call.

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

8. TOWN MANAGER REPORT

a. Development Services Report – Quarter 2

Development Services Director Jhanelle Campbell reported that during the second quarter of the fiscal year, January through April 2023, the Town received nine applications for business tax receipts (BTRs) and issued 19 BTRs. They addressed four issues during the quarter, including an administrative adjustment, conditional use, variance request, and one Ordinance. They are currently reviewing projects at the Sea Lord Hotel, which is under Site Plan review. A Stop Work order was issued for that property. The applicant has re-submitted plans and Staff has provided them with comments to be addressed. Once the review is complete, the item will proceed to the Nuisance and Participation meetings, the Planning and Zoning Board, and finally to the Commission for final approval.

The Pier is also a recurring issue. It was severely damaged in 2022 Tropical Storm Nicole, since which Staff has worked closely with the property owner and project manager. The structure is still undergoing environmental surveys and reviews, which

must be completed before they may submit plans for review. More information will be provided as it becomes available. Periodic updates are brought before the Special Magistrate every three months for a status update. The next meeting at which this Item will appear is in August 2023.

Development Services Director Campbell introduced new Assistant Development Services Director Muriel Ramirez.

Mayor Vincent advised that he had received a number of calls from residents regarding a barge near the Sea Ranch Club. Deputy Town Manager/Public Works Director Ken Rubach explained that the barge is part of Broward County's bio-reef project.

Development Services Director Campbell continued that several additional applications have been submitted to Development Services addressing right-of-way, landscape, signage, and architectural review.

In the last quarter, there were 139 Code Compliance incidents investigated, as well as 355 Code inspections completed. The Building Department received 489 building permit applications in the first quarter of the year and issued 694 permits, 27 of which resulted in over \$100,000 in job costs. The Town collected \$670,957.85 in funds.

Commissioner Strauss asked if these figures are extraordinarily large. Development Services Campbell replied that Staff has seen increasing activity since the conclusion of the COVID-19 pandemic. She felt 2023 would bring the highest annual revenue yet for the Building Department.

b. Town Manager Report

Town Manager Connors reported that the Town's Downtown construction project is underway. A portion of Commercial Boulevard has been blocked off. Staff will meet with Downtown restaurants and businesses biweekly on Mondays and Thursdays to keep them apprised of progress. Some restaurants have expressed concern with the need to move their sidewalk cafés; however, this is a necessary step to facilitate construction. The cafés must be removed when Staff requests that this be done to ensure pedestrian access.

Businesses have requested yard signs and banners, as well as a map of the Downtown area. The Town is working to provide these materials and to ensure that the Downtown

area is safe for all. Town Manager Connors emphasized that all businesses remain open during this time and encouraged residents to visit them.

The Codrington Drive drainage project is expected to be completed by the end of the month. The project is \$100,000 under budget.

The Town's 75th anniversary committee hopes to provide merchandise with the Town's anniversary logo. They have met with an artist who has suggested venues throughout the Town to stimulate interest in the anniversary event.

The Town will transfer services from the VFD to the Pompano Beach Fire Department on September 1, 2023. Prior to the August 15, 2023 Commission meeting, the Town will recognize the VFD and AMR staff for their years of service to the Town.

The Community Center will be closed through Sunday, August 6 and will reopen on August 7, 2023.

The Town will hold its first budget hearing on Wednesday, September 13, 2023.

State Senator Jason Pizzo will hold the first of three virtual Town Hall events addressing homeowners' insurance beginning Wednesday, July 26, 2023. Notice of this event will be sent to residents on the Town's email list, or residents can contact Town Hall for further information.

Mayor Vincent requested additional information on how outdoor cafés will be credited for their closure during the Downtown renovations. Town Manager Connors explained that while sidewalk cafés pay in advance, beginning in July the cafés will be monitored and credit given for the next year. She planned to bring forward an item which would credit sidewalk cafés through December 1, 2023. The Downtown project is expected to be complete by Thanksgiving.

Mayor Vincent noted that if one business is permitted to continue their outdoor café during construction, this would be unfair to the other businesses. He emphasized the importance of businesses adhering to the Town's requests for closure.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

- **Approval of Minutes for June 27, 2023 Commission Workshop and Regular Commission Meeting**

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

- a. Resolution 2023-39 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S PURCHASING MANUAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

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

Assistant to the Town Manager Courtney Easley explained that Resolution 2023-39 would amend the Town's Purchasing Manual, which was last amended approximately eight years ago. Changes are listed in the Agenda Memo for this Item. The major changes include:

- Increasing the approval authority of the Town Manager, Deputy Town Manager, and Town Commission for purchasing amounts; this would increase their approval thresholds to \$25,000, \$12,000, and \$25,000 respectively
- Bringing the change order approval threshold increase in line with the Town Manager's approval threshold increase
- Making advertising of construction projects consistent with Broward County standards
- Amending award language to provide greater opportunity to negotiate with a second bidder if negotiations fall through with the first bidder

Mayor Vincent asked if these increases follow the model of other municipalities of similar size to Lauderdale-By-The-Sea. Assistant to the Town Manager Easley replied that since 2017, various cities have increased the approval limits for their managers, with larger Broward cities establishing approval thresholds upward of \$50,000. The proposed \$25,000 threshold is in line with the majority of the Town's contracts. She offered to provide additional information regarding larger Broward municipalities with higher thresholds.

Commissioner Oldaker stated that he would also like to see comparisons with other Broward municipalities. He suggested that the threshold increases might not be necessary. Assistant to the Town Manager Easley advised that one reason for raising the thresholds was to provide Staff with the ability to purchase items on demand rather than going through a more lengthy process.

Commissioner Strauss characterized the Resolution as a "check and balance" issue, pointing out that costs continue to increase. He added that he has spoken with the Town Manager regarding the proposed changes, as there have been no changes to the Purchasing Manual in several years. He also requested a comparison of similar municipalities' policies, suggesting Margate and Lighthouse Point as examples.

The Commissioners determined by consensus to table the Resolution until the August 15, 2023 meeting, when more information could be provided.

b. Resolution 2023-41 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH ATLANTIC PAVING CO., INC. FOR DECORATIVE PAVEMENT RECOATING; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN THE PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

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

Deputy Town Manager/Public Works Director Rubach advised that as part of the 2012 Bougainvillea Drive drainage improvement project, decorative asphalt was installed from

Pine Avenue south toward the Town Hall campus. Islands with plantings were also installed. He characterized this as a long-term cost associated with beautification.

Deputy Town Manager/Public Works Director Rubach continued that the coated surface covering the stamped concrete is mostly gone and creates an eyesore. The cost is relatively high because the product has been approved by the Florida Department of Transportation (FDOT), as it provides traction for vehicles driving on it. The repaving of the intersection is estimated at \$41,000; there are also stamped elements up and down the roadway which will need to be redone. He estimated that this cost will be another \$60,000 in the future.

Commissioner Oldaker recalled that the decorative asphalt was originally installed as part of the Town's Capital Improvement Program (CIP), and characterized the Resolution as a maintenance item, with significantly higher costs due to inflation. Commissioner Oldaker stated that he was not in favor of the proposal, recommending that this project be part of the CIP in the next fiscal year. He also requested clarification of the price point at which a project becomes a CIP item rather than a maintenance item.

Deputy Town Manager/Public Works Director Rubach advised that some municipalities make this distinction based on price, while others may have different standards for one-time projects versus ongoing maintenance. If a project is a maintenance or recurring project, it is not considered a capital project. This typically includes "one-off" projects that may require some maintenance in the future.

Commissioner Oldaker concluded that he would like more thought to be put toward making this project part of the fiscal year (FY) 2023-2024 CIP.

Mayor Vincent noted that the subject intersection is a four-way stop, at which speed should not be a factor. Deputy Town Manager/Public Works Director Rubach confirmed that the intent is not to increase traction through the intersection, but for beautification purposes only.

Mayor Vincent asked if the Town has considered pressure-cleaning or other maintenance of the intersection, or of repainting portions of the subject materials. He also requested additional information about the product's warranty. Deputy Town Manager/Public Works Director Rubach stated that the warranties for products of this nature are typically under five years. The subject material has been there over 10 years.

He noted that white line markings at the intersection are thermal plastic and not part of the decorative material.

Vice Mayor Malkoon asked if this was the only decorative intersection on Bougainvillea Drive. Deputy Town Manager/Public Works Director Rubach confirmed this but noted that there are other intersections in Town which use similar treatments. These locations will also need to be maintained in the future. If all these similar areas are addressed at the same time, the cost could increase to \$300,000 to \$400,000. He recommended addressing these projects incrementally.

Vice Mayor Malkoon also requested clarification of the portion of the budget from which these funds would come. Deputy Town Manager/Public Works Director Rubach stated that it was budgeted under Street Maintenance for the current fiscal year.

Mayor Vincent advocated for reallocating the funds budgeted for this project, as it is not a priority.

Commissioner Oldaker made a motion, seconded by Commissioner Poulopoulos, to defer this to the next budget cycle. Motion carried 5-0.

c. Commission Discussion Regarding Chapter 14 Offenses

Commissioner Poulopoulos advised that Chapter 14.3 of the Town's Code of Ordinances addresses the Town's parks and recreational facilities, including the regulation of general conduct. He hoped to add subsections to this Chapter which would prohibit adults from entering or meeting in a designated children's play area unless they are supervising or accompanying children who are visiting that area.

Commissioner Poulopoulos explained that he has been present at the children's park area in Friedt Park and has seen adults present in this area who are not accompanying children. He expressed concern with their potential motives. He concluded that the intent was to protect children and families, and requested consensus from the Commission to move forward with this proposed Code change.

Commissioner Strauss asked if the proposed update would be considered Constitutional. He added that he would like to review the proposed Ordinance before voting upon it. Town Attorney Susan Trevarthen indicated that the proposed update would be permissible, and that other municipalities have similar Ordinances on their

books. She also pointed out that the children's play area at Friedt Park is clearly defined by fencing, which would make it simple to post notice of conduct requirements.

Commissioner Pouloupoulos advised that another issue is the presence of adults in the children's play area when there are no children or families using that facility, as the presence of an adult in the area could discourage families from using the playground.

The Commission agreed by consensus to move forward with an update to the Code of Ordinances.

14. COMMISSIONER COMMENTS

Commissioner Strauss and Mayor Vincent reminded all present that lobster mini-season begins on Wednesday, July 26, 2023, and encouraged safe participation in this season.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2023-42 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE INITIATION OF THE PROCESS TO TERMINATE THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIREFIGHTERS' PENSION PLAN; AUTHORIZING THE TOWN MANAGER TO PROVIDE NOTICE TO THE BOARD OF TRUSTEES OF THE PENSION PLAN.**

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

Town Manager Connors advised that Town Staff has worked with the VFD, pension attorney, and Town Attorney's Office on this Item. The VFD pension will continue to be designated for the Volunteer Fire Department. The Town is asking to close the pension and request that those monies be disbursed to the members of the VFD.

To do this, Florida Statutes require that the Town pass Resolution 2023-42, after which the Pension Board will work toward closing the pension and disbursing the funds available from the plan to its participants. Another option is for the Commission to continue to keep the plan in place and handle investment decisions for the remaining plan participants until such time as there are no more surviving members. The Town would also be responsible for ensuring the pension plan remain fully funded.

Town Manager Connors concluded that the fund is currently healthy, and this would be a good time to close that fund and provide the funds to eligible participants. The VFD's Pension Board and attorney would work with the pension administrator to ensure that all legal requirements are met. This cannot be done until Resolution 2023-42 has been passed.

Mayor Vincent asked if the payments would first go into an escrow account before being disbursed to qualified pension plan members. Town Attorney Trevarthen replied that by Statute, the Pension Board determines how everything will be wound down. No activity can begin until the Town Commission has officially indicated its interest in either keeping the plan alive or terminating it.

Vice Mayor Malkoon made a motion, seconded by Commissioner Pouloupoulos, to approve.

Commissioner Strauss asked if there is a downside to the Town taking action to terminate the plan. Town Manager Connors stated that she felt there would only be a downside if the Town does not take this action at this time.

Motion carried 5-0.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:11 p.m.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
July 25, 2023

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



Agenda Item No: 11.a.

Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: CONSENT AGENDA

Subject Title: Resolution 2023-44 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PAYMENT INCREASE FOR ADDITIONAL SERVICES IN CONNECTION WITH THE AGREEMENT WITH TASK TIME SERVICES, LLC FOR FISCAL YEAR 2023; APPROVING AN INCREASE TO THE MAXIMUM TOTAL COMPENSATION FOR EACH FISCAL YEAR DURING ANY EXTENSIONS TO THE TERM OF THE AGREEMENT WITH TASK TIME SERVICES, LLC; APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH TASK TIME SERVICES, LLC TO EXTEND THE TERM TO SEPTEMBER 30, 2024 AND TO PROVIDE FOR TWO OPTIONAL ONE-YEAR RENEWALS; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

Explanation: The Town has hired Task Time, LLC in 2022 (Attachment 1) to assist with the Town's administrative needs that exceed our staff's ability to routinely complete them. Much of the work that Task Time completes is related to organizing and digitizing building department files. However, because of their expertise, they also assist the administrative staff with human resource issues.

The Town Manager's spending limit is \$15,000 per year on any item that is not brought forward to the Commission for approval. With six weeks remaining in the fiscal year, we are approaching this limit and may need authorization to exceed this amount. We are asking for authorization for an additional \$2,000 for FY23. In addition, we are requesting the contract to be renewed for a one-year term with two one-year options at \$20,000 annually.

Funding for these projects is shared between the Building Fund and Administrative budgets.

Recommendation: Staff recommends authorizing an additional \$2,000 for Task Time LLC for the FY23 year and approving the additional contract terms.

Exhibits:

1. AG 2022-16 Task Time Services Lisa Slagle
2. Task Time First Amendment to Agreement
3. Resolution 2023-44 Approval of Payment Increase for Task Time Services First

Amendment

FISCAL YEAR 23: AGREEMENT FOR CONSULTING SERVICES

This Agreement for consulting services, made and entered into this 1st day of October, 2022, by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the "Town") and Task Time Services, LLC, an independent contractor (the "Contractor").

WITNESSETH:

The parties, in consideration of the sum of ten dollars and other good and valuable consideration, paid in hand to each other, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall perform the services provided below:

- A. Assist with Human Resources forms and procedures as required.
- B. Train Administrative Specialist for preparation of Human Resources Forms/Payroll Forms/Employee Navigator and ADP payroll procedures.
- C. Assist Development Services with Plans Room documentation and organization.
- D. Provide assistance as requested for special projects.

Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the authorized work. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the services required hereunder. The location of the services shall be at Development Services Department Office. Town reserves the right to change the location of the services at any time.

2. Term. This Agreement is for the Fiscal Year 2022-2023, which starts on October 1, 2022 and ends on September 30, 2023.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Contractor shall at all times protect Town's property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Contractor on an hourly basis at the rate of \$30 per hour, **with a maximum total compensation of no more than \$15,000.00 in any one Town fiscal year** or the funds budgeted for this purpose, whichever is less. In no event shall Contractor exceed this amount without the prior approval of the Town Commission.

Contractor shall provide Town an accurate invoice no more often than once per month, setting forth the hours worked with an accurate description of the services provided, itemized on a per hour basis, unless requested otherwise by Town. Fees shall be paid in arrears each month. The Town shall pay the Contractor within 30 days of receipt of an approved invoice.

FISCAL YEAR 22: AGREEMENT FOR CONSULTING SERVICES
Task Time Services and the Town of LBTS

5. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 15. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town's disallowance and recovery of any payment to Contractor based upon such entry.

6. Warranty. Contractor agrees to remedy all defects in the work or materials furnished to Town and/or and the workmanship performed under this Agreement during the term of this Agreement and for thirty days thereafter.

7. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement.

8. Termination. Town Manager may, with or without cause, terminate this Agreement upon written notice to the Contractor, effective on the date specified in the notice.

9. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:	Town Manager
	Town of Lauderdale-By-The-Sea
	4501 Ocean Drive
	Lauderdale-By-The-Sea, Florida 33308

FISCAL YEAR 22: AGREEMENT FOR CONSULTING SERVICES
Task Time Services and the Town of LBTS

With a copy to: Town Attorney
 Town of Lauderdale-By-The-Sea
 4501 Ocean Drive
 Lauderdale-By-The-Sea, Florida 33308

For The Contractor: Task Time Services
 Angelisa Slagle
 2137 N.E. 15 Terrace
 Wilton Manors, FL 33305

10. Assignment and Changes. Contractor may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

11. Insurance. Contractor shall provide evidence of workers compensation that complies with the insurance laws of the state of Florida. Other insurance will be as Town specifies before execution of this Agreement and must be issued by an insurance company rated B+ or better (A.M. Best rating), together with an endorsement naming the Town as an additional or named insured. Evidence of such required insurance must be provided before any work is commenced by Contractor under this Agreement.

12. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

13. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

14. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties.

15. Chapter 119 (Public Records). Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor shall ensure that public records that are exempt or

FISCAL YEAR 22: AGREEMENT FOR CONSULTING SERVICES
Task Time Services and the Town of LBTS

confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Town. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Upon termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

17. Waiver of Jury Trial. The Town and Contractor **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee,

FISCAL YEAR 22: AGREEMENT FOR CONSULTING SERVICES
Task Time Services and the Town of LBTS

commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

No officer or employee of the Town during his or her term of employment or for one year thereafter shall have any interest, direct or indirect, in this Agreement, or the proceeds thereof. Section 2-25 of the Town Code provides that no vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

TASK TIME SERVICES, LLC.

By: Linda Connors
Linda Connors, Town Manager

By: Greg Slagle
Greg Slagle, Managing Director

Date: 9/30/22

Date: 10/1/22

Attest: Katherina Adler
Katherina Adler, Town Clerk



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Limited Liability Company
TASK TIME SERVICES LLC

Filing Information

Document Number L14000121063
FEI/EIN Number 47-1601571
Date Filed 08/01/2014
Effective Date 08/01/2014
State FL
Status ACTIVE

Principal Address

2137 NE 15TH TERRACE
WILTON MANORS, FL 33305

Mailing Address

2137 NE 15TH TERRACE
WILTON MANORS, FL 33305

Registered Agent Name & Address

SLAGLE, GREGORY D
2137 NE 15TH TERRACE
WILTON MANORS, FL, FL 33305

Authorized Person(s) Detail

Name & Address

Title MGR

SLAGLE, GREGORY D
2137 NE 15TH TERRACE
WILTON MANORS, FL 33305

Title MGR

SLAGLE, ANGELISA
2137 NE 15TH TERRACE
WILTON MANORS, FL 33305

Annual Reports

Report Year	Filed Date
2020	01/06/2020
2021	01/12/2021
2022	01/11/2022

Document Images

01/11/2022 -- ANNUAL REPORT	View image in PDF format
01/12/2021 -- ANNUAL REPORT	View image in PDF format
01/06/2020 -- ANNUAL REPORT	View image in PDF format
01/15/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- ANNUAL REPORT	View image in PDF format
08/01/2014 -- Florida Limited Liability	View image in PDF format

Payment Receipt Confirmation

Your payment was successfully processed.

Transaction Summary

Receipt Confirmation	
Description	Amount
	\$138.75
Total Amount Paid \$138.75	

Customer Information

Customer Name
Gregory Slagle
Local Reference ID
4928313054CC L14000121063

Receipt Date
1/11/2022
Receipt Time
09:47:15 AM EST

Payment Information

Payment Type
Credit Card

Credit Card Type
AMEX

Credit Card Number
*****1011

Order ID
1297923

Billing Information

Billing Address
2137 NE 15 Terrace

Billing City, State
Wilton Manors, FL

ZIP/Postal Code
33305

Country
US

Phone Number
9546490474

This receipt has been emailed to the address below.

Email Address
gregslagle1@gmail.com

Continue

Modal Message

Cancel

Close

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**First Amendment
To Agreement Between Town of Lauderdale-By-The-Sea And Task Time Services, LLC
For Consulting Services**

This First Amendment ("First Amendment") is entered by and between the Town of Lauderdale-By-The-Sea, a political municipality of the State of Florida ("Town"), and Task Time Services, LLC an independent contractor ("Contractor").

RECITALS

1. The parties entered into an Agreement on October 1, 2022 for consulting services, which expires on September 30, 2023.

2. The parties wish to amend the Agreement to extend the Term of the Agreement for one more year to expire on September 30, 2024, and to add two (2) additional one-year renewal periods.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, Town and Contractor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. Section 2, Term, of the Agreement is hereby amended in its entirety to read as follow:
"2. Term. This Agreement is effective October 1, 2022 through September 30, 2024. The Town shall have the option to renew this Agreement for two (2) additional periods of one year each ("Renewal Term"). Each Renewal Term shall be upon the same terms, covenants and conditions as set forth herein."
3. Except as otherwise modified herein, the terms and conditions of the Agreement remain in full force and effect.
4. The Effective Date of this Amendment shall be the date on which it is fully executed by the Town and Contractor.

By:

Town of Lauderdale-By-The-Sea
Linda Connors, Town Manager

Task Time Services, LLC
Greg Slagle, Managing Director

Date Signed: _____

Date Signed: _____

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3 A RESOLUTION OF THE TOWN COMMISSION OF THE
4 TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,
5 APPROVING A PAYMENT INCREASE FOR ADDITIONAL
6 SERVICES IN CONNECTION WITH THE AGREEMENT
7 WITH TASK TIME SERVICES, LLC FOR FISCAL YEAR
8 2023; APPROVING AN INCREASE TO THE MAXIMUM
9 TOTAL COMPENSATION FOR EACH FISCAL YEAR
10 DURING ANY EXTENSIONS TO THE TERM OF THE
11 AGREEMENT WITH TASK TIME SERVICES, LLC;
12 APPROVING THE FIRST AMENDMENT TO THE
13 AGREEMENT WITH TASK TIME SERVICES, LLC TO
14 EXTEND THE TERM TO SEPTEMBER 30, 2024 AND TO
15 PROVIDE FOR TWO OPTIONAL ONE-YEAR RENEWALS;
16 PROVIDING FOR EXECUTION, IMPLEMENTATION,
17 CONFLICTS, AND AN EFFECTIVE DATE.

19 **WHEREAS**, the Town Commission (“Commission”) of the Town of Lauderdale-By-The-
20 Sea (“Town”) previously approved an agreement with Task Time Services, LLC (“Task Time”)
21 for human resource-related services for an amount not to exceed fifteen thousand dollars (\$15,000)
22 for Fiscal Year 2023, which terminates on September 30, 2023 (“Agreement”); and

23 **WHEREAS**, the Town is approaching the fifteen thousand dollar (\$15,000) limit for Fiscal
24 Year 2023; and

25 **WHEREAS**, the Agreement requires Commission approval for any amount exceeding the
26 \$15,000 limit within Fiscal Year 2023; and

27 **WHEREAS**, the Town anticipates it will need additional services in connection with the
28 Agreement, and with six weeks remaining in Fiscal Year 2023, the Town is seeking authorization
29 and approval of an additional two thousand dollars (\$2,000) for Fiscal Year 2023 and to increase
30 the maximum total compensation of fifteen thousand dollars (\$15,000) in any one fiscal year to
31 twenty thousand dollars (\$20,000) in any one fiscal year for any extensions to the Term of the
32 Agreement, including all renewals; and

1 **WHEREAS**, Town Staff recommends the Commission approve and authorize the an
2 increase to the maximum total compensation for the current Term of the Agreement and all and all
3 extensions to the Term of the Agreement; and

4 **WHEREAS**, Town Staff seeks the Commission's approval to amend the Agreement to
5 extend the Term of the Agreement one more year with the option to renew the Agreement for two
6 additional periods of one year each as provided in the attached Exhibit 1; and

7 **WHEREAS**, The Commission finds it in the Town's best interest to approve the First
8 Amendment as attached in Exhibit 1.

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

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

13 **Section 2. Approval to Increase Payment.** The Town Commission hereby approves
14 and authorizes an increase to the maximum total compensation of fifteen thousand dollars
15 (\$15,000) in any one fiscal year to twenty thousand dollars (\$20,000) in any one fiscal year for the
16 current Term of the Agreement and any extensions to the Term of the Agreement, including all
17 renewals.

18 **Section 3. Amendment Approval.** The Commission hereby approves the First
19 Amendment to the Agreement with Task Time Services, LLC, attached as Exhibit 1.

20 **Section 4. Authorization to Execute and Make Changes.** The Town Manager is
21 authorized to execute the First Amendment together with minor substantial changes as necessary
22 to effectuate the parties' intention and all non-substantial changes that are acceptable to the Town
23 Manager and Town Attorney.

Section 5. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. 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 7. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 15th day of August 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**First Amendment
To Agreement Between Town of Lauderdale-By-The-Sea And Task Time Services, LLC
For Consulting Services**

This First Amendment ("First Amendment") is entered by and between the Town of Lauderdale-By-The-Sea, a political municipality of the State of Florida ("Town"), and Task Time Services, LLC an independent contractor ("Contractor").

RECITALS

1. The parties entered into an Agreement on October 1, 2022 for consulting services, which expires on September 30, 2023.

2. The parties wish to amend the Agreement to extend the Term of the Agreement for one more year to expire on September 30, 2024, and to add two (2) additional one-year renewal periods.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, Town and Contractor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. Section 2, Term, of the Agreement is hereby amended in its entirety to read as follow:
"2. Term. This Agreement is effective October 1, 2022 through September 30, 2024. The Town shall have the option to renew this Agreement for two (2) additional periods of one year each ("Renewal Term"). Each Renewal Term shall be upon the same terms, covenants and conditions as set forth herein."
3. Except as otherwise modified herein, the terms and conditions of the Agreement remain in full force and effect.
4. The Effective Date of this Amendment shall be the date on which it is fully executed by the Town and Contractor.

By:

Town of Lauderdale-By-The-Sea
Linda Connors, Town Manager

Task Time Services, LLC
Greg Slagle, Managing Director

Date Signed: _____

Date Signed: _____



Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: CONSENT AGENDA

Subject Title: Resolution 2023-45 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INCREASE IN PAYMENT FOR ADDITIONAL SERVICES IN CONNECTION WITH THE AGREEMENT WITH JEFFREY A. MODARELLI FOR FISCAL YEAR 2023; APPROVING AN INCREASE IN THE MAXIMUM TOTAL COMPENSATION FOR EACH FISCAL YEAR DURING THE TERM OF THE AGREEMENT WITH JEFFREY A. MODARELLI; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

Explanation: The Town has hired Jeffrey Modarelli to assist with the Town's administrative needs, which exceed our staff's ability to routinely do. Much of the work that Mr. Modarelli completes is related to organizing and digitizing building department files. However, because of their expertise, they also assist the administrative staff with Town Clerk issues.

The Town Manager's spending limit is \$15,000 per year on any item that is not brought forward to the Commission for approval. We recognized that the last invoice from Modarelli was July 10th and while the \$15,000 limit has not been exceeded, the next invoice we receive will slightly exceed the Town Manager's limit. With six weeks remaining in the fiscal year, we are requesting authorization to exceed this amount. Therefore, the staff is asking for retroactive approval for Mr. Modarelli's limit to be increased to \$20,000 for FY23 and authorizing the remaining years on the contract to be approved at \$20,000.

Funding for these projects is shared between the Building Fund and Administrative budgets.

Recommendation: Authorize approval of an additional \$5,000 for the Modarelli and Associates, LLC contract for the FY23 contract and the additional years available on that contract.

Exhibits:

1. AG 2022-15 Jeff Modarelli
2. Resolution 2023-45 Approving Payment Increase re Agreement with Jeffrey A. Modarelli

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is entered into on January 24, 2022 (the Effective Date"), between the Town of Lauderdale-by-the-Sea, Florida, herein referred to as the "Town," and Jeffrey A. Modarelli, herein referred to as "Contractor."

RECITALS

1. Contractor, through its employees, representatives or agents, is duly qualified to and has expertise in the administrative processes, efficiency and operations of a Town/City Clerk office. Contractor is duly qualified to and has expertise in the management of a Town/City Clerk office.
2. Contractor and the Town agree that it is to their mutual advantage to have Contractor provide consulting and administrative services to the Town as it pertains to the efficiency, processes and operations in the administrative areas and related services for the department of the Town Manager, Town Clerk office.

AGREEMENT

- A. **DESCRIPTION OF WORK:** Contractor agrees to provide the Town with consulting and administrative services pertaining to the management, processes, efficiency and operation of the Town Clerk's office. Contractor agrees to advise, consult and provide administrative services to the Town on an "as needed" basis. The services to be provided are described in the Scope of Services attached hereto as Exhibit "A." The Scope of Services shall also be deemed to include providing all goods and performing all actions necessary to complete the services Contractor has been hired to provide, whether specifically included in the attached Scope of Services or not. Contractor will perform its services to the highest professional standards customarily accepted within Contractor's field. In Contractor's performance of its services hereunder, Contractor is not required to maintain any specified daily or weekly schedule and is not required to meet any quotas. However, Contractor must ensure that he is available to provide consulting services to the Town promptly. Contractor may be invited to attend periodic meetings held to provide informational updates regarding projects.
- B. **LICENSES AND CERTIFICATIONS:** Contractor ensures that he or his employees, representatives or agents will, at all times during the term of this Agreement, maintain any and all approvals, licenses, and/or certifications required to provide consulting and administrative services, and shall furnish copies of such documents to the Town. Contractor shall immediately notify the Town if any approvals, licenses, or certifications are restricted, revoked or limited in any way during the term of this Agreement. Contractor further agrees that at all times, it will comply with any and all applicable laws, rules, regulations and/or ordinances when performing the services and duties contemplated under this Agreement.

C. PAYMENT: In consideration for the releases and indemnities contained herein and Contractor's provision of services, Contractor shall charge the Town (through the Town's billing process) for services performed pursuant to this Agreement at a rate of \$40.00 per hour with a maximum total compensation of no more than \$15,000.00 in any one Town fiscal year, unless compensation above that amount has been approved in advance by the Town Commission. Contractor agrees to use independent discretion in providing consulting services to the Town. Contractor shall be fully and solely responsible for any and all expenses incurred by him in performance of his duties hereunder.

Contractor shall submit invoices for services rendered to the Town as necessary. Upon receipt of a proper invoice, the Town will process payments according to the following schedule:

- Payment shall be issued within 30 days of receipt of any approved invoice.
- Payments will reflect invoiced services.

D. USE OF EQUIPMENT: Contractor shall be solely responsible for providing any other supplies or materials needed to perform the services set forth in this Agreement. The Town will not reimburse Contractor for any expenses that Contractor incurs pursuant to this Agreement. Specialty tools and equipment costs required for performance of duties shall be reimbursed based on submitted invoices from Contractor.

E. RELATIONSHIP OF PARTIES: This Agreement creates an independent contractor-Town relationship. The Town will not supervise the work of Contractor. The Town is interested only in the results achieved. Contractor is solely responsible for the manner and method by which it provides the services contemplated under this Agreement, and exercises exclusive discretion in this regard. Contractor is also solely responsible for the conduct and control of its employees, representatives or agents, and the work performed by those individuals. During the term of this Agreement, Contractor will report to Linda Connors, Town Manager or designee, who will act as the liaison between Contractor and the Town. Contractor is not an agent of the Town for any purpose. Neither Contractor nor his employees, agents or subcontractors is entitled to any benefits that the Town provides its employees, specifically including, but not limited to, sick leave, vacation, workers' compensation or any other insurance coverage. Where required by law, Contractor shall be solely liable for the compensation of its employees, agents or subcontractors (if any), for maintaining workers' compensation and unemployment compensation coverage for its employees, agents or subcontractors and for filing all applicable returns. Contractor shall be solely responsible for withholding and paying any and all Federal, State, and local taxes, Social Security payments, and any other applicable deductions, taxes, or payments, including, but not limited to, unemployment and other payroll taxes. This

is not an exclusive agreement. Contractor is free to contract with other parties for similar services.

- F. LIABILITY:** Contractor assumes all risk connected with the work performed pursuant to this Agreement. Contractor shall be fully and solely responsible for providing, at its own cost and expense, any and all equipment that is required in the performance of its duties hereunder. Contractor also accepts all responsibility for the condition of tools and equipment used in the performance of this Agreement, whether or not provided by Contractor.

Contractor shall protect, defend, indemnify, and hold harmless the Town and its officials, officers, members, agents, representatives and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property arising out of or in any way connected with the performance or non-performance of any provision of this Agreement required of Contractor, or on behalf of Contractor, or resulting from any errors, omissions, misconduct, negligent acts of Contractor or its employees, agents, officials or subcontractors or violation by Contractor or its employees, agents, officials or subcontractors of any statute, law, ordinance, regulation on account of the performance or non-performance of any provision of this Agreement. Contractor agrees to indemnify and hold harmless the Town against any loss, claim, liability, or cost of any kind whatsoever, arising from Contractor's failure to maintain workers' compensation coverage, to file any returns and pay taxes, or to pay his employees in accordance with federal, state and local laws.

Contractor further releases the Town, and its officers, agents, employees, agents, servants, representatives, and volunteers from any and all suits, liability, claims or judgment of any kind, including attorneys' fees, and including without limitation, any claims by third parties, in any way concerning, relating to, arising out of, or in any manner connected with, any first aid treatment or lack thereof, or any Services rendered or lack thereof, for injuries or illnesses, during participation in any activities contemplated by this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

- G. DURATION:** Either party may terminate this Agreement for any reason with 30 days written notice. The Town may terminate this Agreement immediately if Contractor breaches its obligations under this Agreement or engages in conduct which is immoral, illegal or which the Town deems to adversely affect the reputation of the Town. If not earlier terminated, the Agreement shall remain in force commencing on January 24, 2022 through January 30, 2023. The Town shall have the option to renew this Agreement for two (2) additional periods of one year each. ("Renewal Term"). Each Renewal Term shall be upon the same terms, covenants and conditions as set for in the Contract Documents.

In the event of termination by the Town, Contractor shall not be entitled to any damages and shall not be entitled to any compensation other than that earned prior to notification by the Town that this Agreement has been terminated.

- H. **NO AUTHORITY TO BIND:** Contractor shall have no authority to contract for or legally bind the Town with respect to any matter, including but not limited to the subject matter of the Agreement.
- I. **NO ASSIGNMENT:** Contractor shall not, under any circumstances, assign this Agreement or its rights or duties hereunder without prior written authorization from the Town. Should such authorization be granted, Contractor agrees to inform any subcontractors of all the stipulations of this Agreement.
- J. **NOTICE:** Whenever either party desires to give notice to the other, it shall be given by written notice and will be deemed given when personally delivered, faxed or seventy-two (72) hours after sent via certified United States mail postage prepaid, return receipt requested.
- K. **AUDIT AND INSPECTION RIGHTS:** The Town may, at reasonable times, and for a period of up to three (3) years following the date that final payment under this Agreement is made, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.
- L. **PUBLIC RECORDS:** Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. In the event of termination of this Agreement by either party, any reports, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of

termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

- M. NON DISCRIMINATION POLICY:** Contractor represents and warrants to the Town that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance of Services under this Agreement on account of race, age, religion, color, gender, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of service. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his or her race, age, religion, color, gender, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of service, be excluded from participation in, be denied service, or be subject to discrimination under any provision of this Agreement.
- N. CHOICE OF LAW AND JURY TRIAL WAIVER:** This Agreement and all related matters shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Contractor and the Town agree to waive any right to a trial by jury in any litigation over this Agreement or any supplement thereto, including any litigation arising out of Contractor's independent contractor status.
- O. SURVIVAL:** All representations and other relevant provisions of this Agreement shall survive and thereby continue in full force and effect, notwithstanding any termination or expiration of this Agreement under paragraph G or otherwise. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- P. ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding and agreement of the parties, and shall not be altered, modified, or amended unless such alteration, modification, or amendment is set forth in writing and signed by the parties.
- Q. ATTORNEY'S FEES:** In the event that any of the parties institutes any action or proceeding against the other party (including such affiliates) relating to this Agreement, the prevailing party shall be entitled to reimbursement for all costs and expenses incurred in connection therewith, including payment of all reasonable attorney's fees and costs through all appellate levels.

R. **LEGAL REVIEW:** Each party acknowledges that it has carefully read all of the terms of this Agreement, has had ample opportunity to consult with legal counsel if so desired concerning the terms of this Agreement, and fully understands the consequences of the Agreement terms.

S. **HEADINGS:** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

T. **NON-WAIVER:** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

By:



Town of Lauderdale-by-the-Sea
Linda Connors, Town Manager



Jeffrey A. Modarelli (Contractor)

Date Signed: 1/24/22

Date Signed: 1/24/22

EXHIBIT A – Town Clerk

Contractor will provide consulting services and assist Town Staff in the scope of work detailed in the Town Clerk job description. Contractor will also assist with documentation of procedures, revisions to job description to ensure the duties and responsibilities of the Town Clerk are documented.

JOB SUMMARY:

Executes and manages municipal elections and records and activities to maintain the official records of the Town of Lauderdale-By-The-Sea (LBTS). Work involves administrative activities in support of the Town Commission and Town Manager as well as public interaction. Maintains custody of the municipal seal and upholds the Town's code; performs all work in accordance with local, state, and federal regulations and always maintains confidentiality.

Work is performed under nominal direction with considerable latitude in the use of initiative and independent judgment. Position develops solutions to non-routine issues, without appreciable guidance from others and exercises significant latitude in determining best approaches to critical assignments.

Contractor will be expected to assist Town Staff with these work examples and assist with providing documentation of procedures:

- Attests all official contracts and documents; retains receipt of service of legal documents; provides notary services
- Supports administrative operations of the Town Commission; provides meeting schedule to members, posts public meeting notice and schedule for regular and special Commission meetings in accordance with State Statutes, Town Charter and Ordinances
- Prepares and processes agendas for Commission meetings; attends all routine and special meetings, records and posts official minutes
- Coordinates required ethics training for the Town Commission; attends Commission workshops as requested
- Issues municipal correspondence as directed by Town Commission and/or Town Manager; processes, records, files, and advertises a variety of items in compliance with applicable guidelines including, but not limited to, ordinances, resolutions, bids for municipal services and supplies, contracts, the municipal budget, and required certificates of insurance
- Certifies Council vacancies; maintains receipt of any and all petitions, initiative or otherwise; exercises quasi-judicial authority in determining the validity of petitions according to the Town Code or state statutes; administers and records oaths of office
- Serves as the election official with judicial authority; manages all LBTS general and special elections, including preparing correspondence, reports, legal notices, documents

and forms for elections; interacts with the Broward County Elections Department; maintains a receipt of election results; issues/authorizes payment for polling places and poll workers

- Researches and provides materials and information to elected officials and Town Manager on matters that come before the Commission; directs complaints, correspondence, and inquiries for action to various municipal departments; maintains records management, including retention and destruction in accordance with state regulations; conducts business with other town, county, state, and federal agencies as required
- Performs activities for records management, including but not limited to, establishing files and storage boxes, assigning tag numbers and location for storage, and determining time frames for retention and destruction per statutes; ensures delivery of archived files and records actions in master database
- Serves as the Official Records Custodian for the Town and hosts quarterly meetings to update the Town Manager and Department Heads on record preservation efforts and policies
- Enacts the established emergency response for record transport and relocation in the event of a declared town, county, or state emergency
- Administers contracts in assigned areas; maintains files of contract listings and administration; provides correspondence to involved parties, reviews contracts for required signatures, and monitors compliance with proof of insurance and other requirements; provides timely notice to staff regarding contract expiration dates and due dates for periodic reports or information required by the contract
- Serves as liaison between the public and the Town Commission; documents citizen inquiries and complaints, and routes communication to the appropriate staff member for resolution; follows up to ensure adequate, timely, and satisfactory resolution and response
- Manages the LBTS process for responding to public records requests; responds to requests for information from internal and external stakeholders; searches files for source material
- Maintains lobbyist database, assigned areas of the Town's website, and various public locations calendars

State of Florida

Department of State

I certify from the records of this office that MODARELLI & ASSOCIATES, LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on January 11, 2022, effective January 24, 2022.

The document number of this company is L22000024818.

I further certify that said company has paid all fees due this office through December 31, 2022, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 220124122845-800379433158#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Fourth day of January, 2022



Laurel M. Lee
Laurel M. Lee
Secretary of State

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INCREASE IN PAYMENT FOR ADDITIONAL SERVICES IN CONNECTION WITH THE AGREEMENT WITH JEFFREY A. MODARELLI FOR FISCAL YEAR 2023; APPROVING AN INCREASE IN THE MAXIMUM TOTAL COMPENSATION FOR EACH FISCAL YEAR DURING THE TERM OF THE AGREEMENT WITH JEFFREY A. MODARELLI; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Town Commission (“Commission”) of the Town of Lauderdale-By-The-Sea (“Town”) previously approved an agreement with Jeffrey A. Modarelli (“Modarelli”) for consulting and administrative services for an amount not to exceed fifteen thousand dollars (\$15,000) for each Fiscal Year throughout the Term of the agreement (“Agreement”); and

WHEREAS, the Agreement terminates on January 30, 2023, and provides the Town with the option to renew the Agreement for two (2) additional periods of one year each; and

WHEREAS, the June and July invoices for services performed by Modarelli in Fiscal Year 2023 will exceed the fifteen thousand dollar (\$15,000) limit for Fiscal Year 2023; and

WHEREAS, the Agreement requires Commission approval for any amount exceeding the \$15,000 limit within Fiscal Year 2023; and

WHEREAS, the Town is seeking authorization and approval of an additional five thousand dollars (\$5,000) for Fiscal Year 2023 to retroactively pay Modarelli for services performed in June and July and, with six weeks remaining in Fiscal Year 2023, to pay for anticipated additional services for the remainder of Fiscal Year 2023; and

WHEREAS, in anticipation of increased costs throughout the Term of the Agreement, the Town seeks to approval to increase the maximum total compensation of fifteen thousand dollars

1 (\$15,000) in any one fiscal year to twenty thousand dollars (\$20,000) in any one fiscal year for the
2 duration of the Agreement, including all renewals; and

3 **WHEREAS**, Town Staff recommends the Commission approve and authorize the
4 additional five thousand dollars (\$5,000) the Town needs to retroactively pay for services
5 performed in June and July, and to pay for anticipated additional services for Fiscal Year 2023 in
6 connection with the Agreement; and

7 **WHEREAS**, Town Staff recommends the Commission authorize and approve to increase
8 the maximum total compensation to twenty thousand dollars (\$20,000) for each fiscal year.

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

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

13 **Section 2. Approval for Fiscal Year 2023.** The Commission hereby approves and
14 authorizes an additional five thousand dollars (\$5,000) in connection with the Agreement with
15 Modarelli for Fiscal Year 2023.

16 **Section 3. Approval to Increase Payment.** The Commission hereby approves an
17 increase to the maximum total compensation of fifteen thousand dollars (\$15,000) in any one fiscal
18 year to twenty thousand dollars (\$20,000) in any one fiscal year for the duration of the Agreement,
19 including all renewals.

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

22 **Section 5. Severability.** If any clause, section or other part of this Resolution shall be
23 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 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 15th day of August 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Agenda Item No: 11.c.

Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: CONSENT AGENDA

Subject Title: Resolution 2023-46 A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH AN INDEPENDENT CONTRACTOR FOR THE PROVISION OF PROFESSIONAL FIRE PREVENTION CONSULTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: At the February 14 Special Commission Meeting, the Commission directed staff to initiate negotiations with Pompano Beach Fire Rescue to provide fire suppression and emergency medical services for the Town.

On July 11, 2023, the City of Pompano approved an Interlocal Agreement between Lauderdale-By-The-Sea and the City of Pompano Beach for Fire Rescue, Suppression and Prevention Services. The services will begin on September 1, 2023.

To ensure a smooth transition and continuity of enforcement standards and procedures, a Fire Prevention consultant will assist the Fire Prevention Bureau staff in providing fire inspections, plans review and attending Special Magistrate meetings as needed. The staff is recommending current Lauderdale-by-the-Sea Fire Official Steve Paine to provide services and duties listed in Exhibit A. Mr. Paine has worked with the Town for several years and has institutional knowledge of the Town that will assist in the transition between the two entities.

The agreement provides for a one-year term from September 1, 2023 – September 30, 2024. Services will be provided on an hourly basis at a rate of \$50 per hour, up to \$50,000 up to the end of the fiscal year. The funds will be paid from the Fire fund.

Recommendation: Staff recommends approval of Resolution 2023-46, authorizing the Town to enter into a contract with Steve Paine for Fire Prevention Services.

Exhibits:

1. Resolution 2023-46 Steve Paine Fire Consultant Services

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RESOLUTION 2023-46

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, AUTHORIZING THE TOWN
MANAGER TO EXECUTE AN AGREEMENT WITH AN
INDEPENDENT CONTRACTOR FOR THE PROVISION OF
PROFESSIONAL FIRE PREVENTION CONSULTING
SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on June 20, 2023, the Town Commission adopted Resolution No. 2023-24 entering into an agreement with the City of Pompano Beach (“Pompano”) to provide fire rescue, emergency medical, suppression and prevention services within the Town’s municipal boundaries; and

WHEREAS, the Town desires to ensure the continuity of certain fire prevention services by supplementing Pompano’s provision of services with independent consulting and administrative services (“Fire Consulting Services”); and

WHEREAS, the Town Manager accordingly seeks Town Commission approval to execute an agreement with an independent contractor in the form attached hereto as Exhibit “A” (the “Independent Contractor Agreement”), for the provision of Fire Consulting Services in connection with fire prevention and inspections; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the Independent Contractor Agreement as a professional services exception in accordance with Section IV of the Town’s Purchasing Manual.

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

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

Section 2. Approval. The Town Commission hereby approves the Independent Contractor Agreement, attached as Exhibit “A,” for Fire Consulting Services.

Section 3. Authorization to Execute Agreement. The Town Commission hereby authorizes the Town Manager to execute the Independent Contractor Agreement for Fire Consulting Services, in substantially the form attached hereto as Exhibit “A,” together with such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. Implementation. The appropriate Town officials are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

PASSED AND ADOPTED this 15th day of August, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for consulting services, made and entered into on _____ (the Effective Date”), between the Town of Lauderdale-by-the-Sea, Florida, herein referred to as the “Town,” and Stephen A. Paine, herein referred to as “Contractor.”

RECITALS

The parties, in consideration of the sum of ten dollars and other good and valuable consideration, paid in hand to each other, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall perform the services outlined in Exhibit A.

Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the services required hereunder.

AGREEMENT

- A. **DESCRIPTION OF WORK:** Contractor agrees to provide the Town with consulting and administrative services pertaining to the management, processes, efficiency and operation of the Fire Prevention Bureau. Contractor agrees to advise, consult and provide Fire related services to the Town on an “as needed” basis. The services to be provided are described in the Scope of Services attached hereto as Exhibit “A.” The Scope of Services shall also be deemed to include providing all goods and performing all actions necessary to complete the services Contractor has been hired to provide, whether specifically included in the attached Scope of Services or not. Contractor will perform its services to the highest professional standards customarily accepted within Contractor’s field. In Contractor’s performance of its services hereunder, Contractor is not required to maintain any specified daily or weekly schedule and is not required to meet any quotas. However, Contractor must ensure that he is available to provide consulting services to the Town promptly. Contractor may be invited to attend periodic meetings held to provide informational updates regarding projects.
- B. **LICENSES AND CERTIFICATIONS:** Contractor ensures that he or his employees, representatives or agents will, at all times during the term of this Agreement, maintain any and all approvals, licenses, and/or certifications required to provide consulting and administrative services, and shall furnish copies of such documents to the Town. Contractor shall immediately notify the Town if any approvals, licenses, or certifications are restricted, revoked or limited in any way during the term of this Agreement. Contractor further agrees that at all times, it will

comply with any and all applicable laws, rules, regulations and/or ordinances when performing the services and duties contemplated under this Agreement.

- C. PAYMENT:** In consideration for the releases and indemnities contained herein and Contractor's provision of services, Contractor shall charge the Town (through the Town's billing process) for services performed pursuant to this Agreement at a rate of \$50.00 per hour with a maximum total compensation of no more than \$50,000 in any one Town fiscal year, unless compensation above that amount has been approved in advance by the Town Commission. Contractor agrees to use independent discretion in providing consulting services to the Town. Contractor shall be fully and solely responsible for any and all expenses incurred by him in performance of his duties hereunder.

Contractor shall submit invoices for services rendered to the Town as necessary. Upon receipt of a proper invoice, the Town will process payments according to the following schedule:

- Payment shall be issued within 30 days of receipt of any approved invoice.
- Payments will reflect invoiced services.

- D. USE OF EQUIPMENT:** Contractor shall be solely responsible for providing any other supplies or materials needed to perform the services set forth in this Agreement. The Town will not reimburse Contractor for any expenses that Contractor incurs pursuant to this Agreement. Specialty tools and equipment costs required for performance of duties shall be reimbursed based on submitted invoices from Contractor.

- E. RELATIONSHIP OF PARTIES:** This Agreement creates an independent contractor-Town relationship. The Town will not supervise the work of Contractor. The Town is interested only in the results achieved. Contractor is solely responsible for the manner and method by which it provides the services contemplated under this Agreement, and exercises exclusive discretion in this regard. Contractor is also solely responsible for the conduct and control of its employees, representatives or agents, and the work performed by those individuals. During the term of this Agreement, Contractor will report to Linda Connors, Town Manager or designee, who will act as the liaison between Contractor and the Town. Contractor is not an agent of the Town for any purpose. Neither Contractor nor his employees, agents or subcontractors is entitled to any benefits that the Town provides its employees, specifically including, but not limited to, sick leave, vacation, workers' compensation or any other insurance coverage. Where required by law, Contractor shall be solely liable for the compensation of its employees, agents or subcontractors (if any), for maintaining workers' compensation and unemployment compensation coverage for its employees, agents or subcontractors and for filing all applicable returns. Contractor shall be solely responsible for withholding and paying any and all Federal, State, and local taxes, Social Security payments, and any other applicable deductions, taxes, or

payments, including, but not limited to, unemployment and other payroll taxes. This is not an exclusive agreement. Contractor is free to contract with other parties for similar services.

- F. LIABILITY:** Contractor assumes all risk connected with the work performed pursuant to this Agreement. Contractor shall be fully and solely responsible for providing, at its own cost and expense, any and all equipment that is required in the performance of its duties hereunder. Contractor also accepts all responsibility for the condition of tools and equipment used in the performance of this Agreement, whether or not provided by Contractor.

Contractor shall protect, defend, indemnify, and hold harmless the Town and its officials, officers, members, agents, representatives and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property arising out of or in any way connected with the performance or non-performance of any provision of this Agreement required of Contractor, or on behalf of Contractor, or resulting from any errors, omissions, misconduct, negligent acts of Contractor or its employees, agents, officials or subcontractors or violation by Contractor or its employees, agents, officials or subcontractors of any statute, law, ordinance, regulation on account of the performance or non-performance of any provision of this Agreement. Contractor agrees to indemnify and hold harmless the Town against any loss, claim, liability, or cost of any kind whatsoever, arising from Contractor's failure to maintain workers' compensation coverage, to file any returns and pay taxes, or to pay his employees in accordance with federal, state and local laws.

Contractor further releases the Town, and its officers, agents, employees, agents, servants, representatives, and volunteers from any and all suits, liability, claims or judgment of any kind, including attorneys' fees, and including without limitation, any claims by third parties, in any way concerning, relating to, arising out of, or in any manner connected with, any first aid treatment or lack thereof, or any Services rendered or lack thereof, for injuries or illnesses, during participation in any activities contemplated by this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

- G. DURATION:** Either party may terminate this Agreement for any reason with 30 days written notice. The Town may terminate this Agreement immediately if Contractor breaches its obligations under this Agreement or engages in conduct which is immoral, illegal or which the Town deems to adversely affect the reputation of the Town. If not earlier terminated, the Agreement shall remain in force commencing on September 1, 2023 through September 30, 2024. The Town shall have the option to renew this Agreement for one (1) additional one year period. ("Renewal Term").

In the event of termination by the Town, Contactor shall not be entitled to any damages and shall not be entitled to any compensation other than that earned prior to notification by the Town that this Agreement has been terminated.

I. **NO ASSIGNMENT:** Contractor shall not, under any circumstances, assign this Agreement or its rights or duties hereunder without prior written authorization from the Town. Should such authorization be granted, Contractor agrees to inform any subcontractors of all the stipulations of this Agreement.

For the Town:

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

For The Contractor: Stephen A. Paine
115 S.W 16th Street Apt 219
Pompano Beach, Florida 33060
Stevenpaine14@gmail.com
(754) 423-2451

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L. PUBLIC RECORDS:

1. Contractor shall comply with public records laws, as set forth in Chapter 119, Florida Statutes, and shall:
 - a. Keep and maintain public records required by the Town to perform the services.
 - b. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Town.
 - d. Upon completion or earlier termination of this Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
2. REQUEST FOR RECORDS; NONCOMPLIANCE.—
 - a. A request to inspect or copy public records relating to this Agreement must be made directly to the Town. If the Town does not possess the requested records, the Town shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Town or allow the records to be inspected or copied within a reasonable time.
 - b. If Contractor does not comply with the Town's request for records, the Town shall enforce the contract provisions in accordance with this Agreement.
 - c. A Contractor who fails to provide the public records to the Town within a reasonable time may be subject to penalties under s. 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, townclerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

Contractor acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts pursuant to the provisions of Chapter 119, Florida Statutes. Contractor agrees to maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. In the event of termination of this Agreement by either party, any reports, surveys and other data and documents and public records prepared by, or in the possession or control of, Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Manager, at no cost to the Town, within seven (7) days of termination of this Agreement. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

M. INSURANCE: Contractor shall maintain insurance covering the Services provided under this Agreement, and shall provide the Town with a certificate of insurance naming the Town, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured, except on the Workers' Compensation, with the following limits, criteria and minimum limits of liability:

1. Workers' Compensation Insurance – Statutory Limits or proof of exemption from the State of Florida.

2. Professional Liability - \$[INSERT] Per Occurrence, \$[INSERT] Per Aggregate. (If the Professional Liability coverage is written on a Claims Made form, the retro date will need to be no later than the date of our contract and reflected on the certificate of insurance).
3. Umbrella or Excess Liability – may be used to satisfy the required liability limits by providing proof of an Umbrella or Excess liability certificate. There is no minimum Per Occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for any of the policies noted above. Such policy shall be endorsed to add the Town, its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured with a waiver of subrogation in favor of the Town. Policy must be follow form of all coverage’s stated above.

Certificates of Insurance along with the Additional Insured and Waiver of subrogation endorsements must be submitted for review and approval. All insurers must have an AM Best rating of A-VI or better by the A.M. Best rating company and agree to provide the Town with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms on all policies.

- N. **NON DISCRIMINATION POLICY:** Contractor represents and warrants to the Town that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor’s performance of Services under this Agreement on account of race, age, religion, color, gender, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of service. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his or her race, age, religion, color, gender, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of service, be excluded from participation in, be denied service, or be subject to discrimination under any provision of this Agreement.
- O. **NO CONTINGENT FEES:** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- P. **E-VERIFY:** Contractor shall comply with Section 448.095, Fla. Stat., “Employment Eligibility,” including the registration and use of the E-Verify

system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Contractor, Contractor *may not be awarded a public contract for a period of 1 year after the date of termination.*

Q. SCRUTINIZED COMPANIES:

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

R. ETHICS:

1. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
2. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.

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

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

S. CHOICE OF LAW AND JURY TRIAL WAIVER: This Agreement and all related matters shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Contractor and the Town agree to waive any right to a trial by jury in any litigation over this Agreement or any supplement thereto, including any litigation arising out of Contractor's independent contractor status.

T. SURVIVAL: All representations and other relevant provisions of this Agreement shall survive and thereby continue in full force and effect, notwithstanding any termination or expiration of this Agreement under paragraph G or otherwise. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

U. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding and agreement of the parties, and shall not be altered, modified, or amended unless such alteration, modification, or amendment is set forth in writing and signed by the parties.

V. ATTORNEY'S FEES: In the event that any of the parties institutes any action or proceeding against the other party (including such affiliates) relating to this Agreement, the prevailing party shall be entitled to reimbursement for all costs and expenses incurred in connection therewith, including payment of all reasonable attorney's fees and costs through all appellate levels.

W. LEGAL REVIEW: Each party acknowledges that it has carefully read all of the terms of this Agreement, has had ample opportunity to consult with legal counsel if so desired concerning the terms of this Agreement, and fully understands the consequences of the Agreement terms.

X. HEADINGS: Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

Y. NON-WAIVER: No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

By:

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors, Town Manager

By: _____

Attest: _____
Katrina Adler, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen

EXHIBIT A – Fire Prevention Consultant

Contractor will provide consulting services and assist the Town Fire Services in the scope of work detailed in the Fire Prevention Consultant job description. Contractor will also assist with documentation of procedures, revisions to job description to ensure the duties and responsibilities of the Town Clerk are documented.

JOB SUMMARY:

The position of Fire Prevention Consultant must be able to perform all job functions within the Fire Prevention Bureau.

Consultant will be expected to assist Town Staff with these work examples and assist with providing documentation of procedures:

- Inspect fire sprinkler alarm systems to ensure that construction, alteration, and installation are done according to approved plans, specifications, and city and state fire codes and standards.
- Apply the National Fire Protection Association standards for the installation, testing, and maintenance of fire protection systems, including:
 - Fire sprinkler and fire alarm systems
 - Standpipe systems
 - Fire pumps
 - Water supplies
- Apply the best work methods used in conducting inspections, investigations, enforcement actions.
- Ability to produce records upon request
- Knowledge and understands all ELSS reports submitted
- Work cases ranging from the routine to the complex and can expertly suggest improvements to city and state laws, policies, procedures, rules, and regulations concerning the fire sprinkler inspection field.
- Process a permit application, given a specific request, so that the application is evaluated and a permit is issued or denied in accordance with the applicable codes, standards, policies, and procedures of the jurisdiction. Participate in the inspection of building premises and building structures in order to identify fire hazards and to insure conformance with fire prevention and life safety ordinances.
- Investigate complex complaints, given a reported situation or condition, so that complaint information is recorded, the investigation process is initiated, and the complaint is resolved in accordance with the applicable codes and standards and the policies of the jurisdiction.
- Classify the occupancy, given a set of plans, specifications, and a description of a building, so that the classification is made in accordance with the applicable codes and standards

and the policies of the jurisdiction.

- Evaluate emergency planning and preparedness procedures, given existing or proposed plans and procedures and applicable codes and standards, so that compliance is determined.
- Compute the maximum allowable occupant load, given a floor plan of a building or portion of the building, so that the calculated occupant load is in accordance with the applicable codes and standards and the policies of the jurisdiction.
- Review the proposed installation of fire protection systems, given shop drawings and system specifications for a process or operation, so that the system is reviewed for code compliance and installed in accordance with the approved drawings, and deficiencies are identified, documented, and reported in accordance with the applicable codes and standards and the policies of the jurisdiction.
- Verify the construction type of a building or portion thereof, given a set of approved plans and specifications, so that the construction type complies with the approved plans and applicable codes and standards.
- Verify that means of egress elements are provided, given a floor plan of a building or portion of a building, so that all elements are identified and checked against applicable codes and standards and deficiencies are discovered and communicated in accordance with the policies of the jurisdiction.
- Performs related work as required.



Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: CONSENT AGENDA

Subject Title: Employee Insurance Benefits for FY24

Explanation: The Town contracts with an insurance broker who reviews the Town's insurance and works with insurance companies to secure insurance options for Town employees. In 2019, the last time the Town had to renew our insurance, we were able to secure Humana at a very low rate. Our broker at the time indicated that this was a very low rate to "get us in the door" and they prepared us to expect a large increase in insurance costs once this particular contract expired. The contract expires at the end of the fiscal year and we are finding that our previously low insurance costs combined with the significant nationwide insurance increases has resulted in huge increases in the bids that we received this year. That is the bad news. The good news is that we anticipated these increases, and the proposed rates are within the Town's estimates that were included in the budgeting process for FY24. The following is an explanation of the proposed insurance options along with staff's recommendations.

Medical Coverage - The Town currently contracts with Humana for medical coverage for the Town employees and their dependents. The Town's insurance broker, Acentria, solicited quotes from multiple providers, and we received proposals from Humana, Florida Municipal Insurance Trust (FMIT) - United Health Care (UHC), AvMed, and Florida Blue.

After reviewing the proposals, the staff is recommending that we change providers and select FMIT UHC. This provider is offering a PPO similar alternative (i.e., United Health Care Plan 14 Choice Plus). The difference between the current plan and the one being proposed are the deductibles, which are decreasing from \$1,500.00/ \$3,000 to \$1,000/ \$2,000 and the out-of-pocket maximum, which increases from \$3,000/ \$6,000 to \$4,000/\$8,000. The cost of the proposed PPO plan is 37.07% more than the cost of the current insurance plans. We estimated a 40% increase in costs for insurance for budgeting purposes.

Vision 130 Insurance - The vision plan is administered by Humana and the plan renewal was offered at the same current rates for fiscal year 2024. Staff recommends that we continue with Humana Vision.

Dental Insurance – The Town offers two dental plan options through Humana, a basic plan,

and a buy-up option with slightly better benefits. Employees pay the additional cost of the buy-up option and Humana DTP (Dental Traditional Preferred) with a larger network of providers. The rates for this plan will remain the same as the current rates for fiscal year 2024. Staff recommends that we continue with Humana Vision.

Health Reimbursement Account (HRA) – Since FY16, the Town has contracted with Employee Benefits Corporation to provide a Health Reimbursement Account (HRA) for the employees and their families. The current benefit is \$2,000 per employee. We are recommending that the HRA benefit be **increased** to \$2,400 per employee to help offset the cost of the increase in the out-of-pocket maximums and the overall rise in health costs.

Gap Insurance – The Town currently contracts with Transamerica Gap Insurance for medical gap insurance coverage. There was no rate change for fiscal year 2024.

Life Insurance - The life insurance plan is administered by Lincoln Financial Group and the plan renewal was offered at no change in the current rates.

Recommendation: Staff recommends that the Commission authorize the Town Manager to:

1. Execute an agreement with Florida Municipal Trust, United Healthcare for their PPO Choice Plus Plan,
2. Renew the Transamerica Gap insurance,
3. Renew the Employee Benefits Corporation benefit card plan at \$2,400 per employee,
4. Renew the current dental and vision insurance plan,
5. Renew the current life insurance plan, and
6. Execute any plan documents necessary to implement the above insurance.

Exhibits:

1. Insurance Coverage Agreement



The following Coverage Agreement outlines, in detail, the coverages and premiums agreed upon by the Florida Municipal Insurance Trust and Lauderdale-by-the-Sea.
The effective date of this agreement is 10/01/2023-09/30/2024.

Coverage / Plans

Medical Coverage
United Healthcare, Rx Copays \$10/\$35/\$60; 2.5 for mail order \$25/\$87.50/\$150

Premiums

UnitedHealthcare Plan 14	
Employee	\$891.57
Employee + Spouse	\$1,916.88
Employee + Children	\$1,649.40
Employee + Family	\$2,674.71

Other Specified Items

Effective October 1, 2015, the Florida League of Cities is partnering with UnitedHealthcare to offer AARP Medicare Supplement and Medicare Advantage plans to decrease the overall cost to the retirees.

Disclosure (new FMIT groups only)
Dependent SSN for enrollment

Rates Include a 3% Broker Commission

Signatures

Representative, Florida Municipal Insurance TrustDate

Representative, Lauderdale-by-the-SeaDate

Note: Termination of coverage requires a 45 day written notice.



Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: OLD BUSINESS

Subject Title: Resolution 2023- 39: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S PURCHASING MANUAL; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Explanation:

The Purchasing Manual sets forth the policies and procedures to be followed by Town employees whenever goods and/or services are being acquired or disposed of by the Town of Lauderdale-By-The-Sea. The last amendment to the Town's Purchasing Manual was approved on May 23, 2017, by Resolution 2017-14. Staff are recommending revisions to the Town's Purchasing Policies Manual to alleviate ambiguities, codify current practices and comply with current purchasing laws. Many of the changes reflect changes in purchasing practices, approval thresholds or edits recommended by the Town's Attorney Office. A redline version with all changes is attached as Exhibit 2. The following are the most significant changes in the new policy. The added language is underlined.

1. Page 14 C. VENDOR SELECTION METHODS

Guidelines

The use of a particular vendor selection method depends on the dollar amount of the purchase, the procurement goals of the Town and any applicable state law requirements. Quotes, written and or verbal, are normally used when the expected cost of goods and services is \$25,000 or less. This is the informal method for vendor selection. The remaining four methods of ITB, RFP, RFQ, and LOI, are formal competitive vendor selection methods. Formal competitive vendor selection methods must be used when costs are expected to be above \$25,000 and may be used for smaller purchases when the Town will derive sufficient additional benefits to justify their use.

2. Page 19 Competitive Vendor Selection Process

e. Approval of Ranking and Work Awards

This ranking is presented for approval to the appropriate authority (Commission or Town Manager). Once approved, staff will negotiate a contract with the number one ranked respondent(s) or, failing to

reach agreement, with the next ranked respondent and then submit the agreement for execution by the appropriate authority.

3. Page 25 Evaluation Process

d. All quotations and proposals must be signed with the vendor name and by an officer or employee having the authority to bind the vendor with that signature. For bids submitting in physical form, any erasures or corrections must be initialed by the bidder in ink and signatures must be original and in ink. Bids shall be typewritten or written with pen and ink.

4. Page 30 J. Purchasing Documentation

2. Purchase Orders After the Town Finance Director has verified the availability of budgeted funds for the procurement and has verified that the procurement is being made in accordance with the policies prescribed in this manual, the Purchasing Administrator will generate a numbered Purchase Order for purchases in excess of \$12,500.

5. Page 31 Change Orders

b. ii. Town Managers Approval

Change orders increasing the cost of the contract by a cumulative amount not to exceed twenty-five thousand dollars (\$25,000) or 10% of the contract amount, whichever is greater or specifically authorized by the Town Commission to be within the Town Manager's change order approval authority at the time the original contract was approved by the Town Commission; provided that an appropriation exists within the project account sufficient to pay the amount of the change order.

6. Page 34 Change Orders

4. Renewal Options or Contract Extension

Once a contract has been approved by the Town Commission, the Town Manager may exercise any extension or renewal options included in that contract, after providing notice at a Commission meeting of the Manager's intent to do so provided that the terms and conditions of the extension or renewal are consistent with the terms and conditions of the contract approved by the Town Commission.

7. Page 35 Change Orders

5. Temporary Extensions of Contracts

At the discretion of the Town Manager, existing contracts may be extended beyond their specified expiration date for a period of up to ninety days one hundred and fifty (150) days for operational purposes if such extension is deemed by the Town Manager to be in the best interest of the Town. Extensions beyond ninety one hundred and fifty (150) days require the approval of the Town Commission.

8. Page 37 Section 255.0525 – Advertisements

Under Florida Statutes Section 255.0525, anytime a ~~non-emergency~~ construction project is estimated to cost more than two hundred thousand dollars (\$200,000), the solicitation of bids/proposals must be publicly advertised at least once in a newspaper of general circulation in Broward County at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. ~~However, for all non-emergency~~ Construction projects estimated to cost more than five hundred thousand dollars (\$500,000), the public advertisement must be publicly advertised at least once in a newspaper of general circulation in Broward County at least 30 days before the established bid opening and at least 5 days prior to any scheduled prebid conference. In cases of emergency, the procedures required by Section 255.0525 may be altered by the Town in any manner that is reasonable under the emergency circumstances.

Town Manager Purchasing Approval

9. Page 14 B. PURCHASING APPROVAL AUTHORITY

The approval authority established by the Town Commission to procure goods or services is based on the estimated cost of the goods and services as follows:

APPROVAL	DOLLAR THRESHOLD
<u>Public Works Supervisor</u>	<u>Up to \$ 2,500.00</u>
Department Director	Up to \$ 5,000.00
Finance Director or Assistant Deputy Town Manager	Up to \$10,000 <u>\$12,000.00</u>
Town Manager	Up to \$15,000 <u>\$25,000.00</u>
Town Commission	\$15,000 <u>\$25,000.01</u> and above

On July 25, 2023, the Town Commission requested additional information on the purchasing authority granted to City Managers in neighboring and similarly sized municipalities (Exhibit 1). As shown in Exhibit 1, thirteen municipalities were included in the staff's survey of administrative purchasing authority. The cities of Lighthouse Point, Bay Harbour Islands and Sunny Isles are the municipalities included in the survey that have a similar population to Lauderdale-By-The-Sea.

Exhibit 1

City/Town	Department Head	City/Town Manager	Commission
Lauderdale-By-The-Sea	Up to \$5,000	Up to \$15,000 / quotes	\$ 15,000.01
Bay Harbour Islands	Up to \$20,000 / 3 quotes	Up to \$20,000/ 3 quotes	\$ 20,000.01
Southwest Ranches	Up to \$25,000 / 3 quotes	Up to \$25,000 / 3 quotes	\$ 25,000.01
Oakland Park	Up to \$7,500/ quotes	\$7,500 - \$25,000/ 3 quotes	\$ 25,000.01
Lauderdale Lakes	Up to \$25,000 / 3 quotes	Up to \$25,000 Non-capital	\$ 25,000.01
Wilton Manors	Up to \$4,000	\$4,000 - \$30,000 / 3 quotes	\$ 30,000.01
Deerfield Beach	\$5,000-\$10,000 / 3 quotes	\$10,000 - \$30,000/ 3 quotes	\$ 30,000.01
Lighthouse Point	Up to \$2,000 w/o P.O	\$2,000 - \$35,000 / 3 quotes	\$ 35,000.01
Margate	Up to \$15,000	\$15,000 - \$50,000/ 3 quotes	\$ 50,000.01
Dania Beach	\$5,000-\$10,000 (a)	\$10,000- \$50,000 / 3 quotes	\$ 50,000.01
Sunny Isles Beach	\$2,500 - \$50,000 / 3 quotes	\$2,500 - \$50,000 / 3 quotes	\$ 50,000.01
Tamarac	***Up to \$25,000	****Up to \$65,000	\$ 65,000.01
Pompano Beach	**Up to \$50,000 w/ 1 quote	*\$50,000 – 75,000	\$ 75,000.01
Fort Lauderdale	\$5,000-50,000 quotes	\$5,000-50,000/ 3 quotes	\$ 50,000.01
*Approved by the General Services Director and City Manager			
** Approved by Purchasing Division			
*** Purchasing and Contract Manager Approval			
**** Based on Florida Statute 287.017 and City Code			
(a) With Finance approval			

Recommendation: Approval of Resolution 2023-39 Amending the Town’s Purchasing Policy. Staff recommends the Town Commission approve the amendments to the current purchasing manual.

Exhibits:

1. Resolution 2023-39 Ammendment of Purchasing Manual

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make all non-substantial changes to the Purchasing Manual that are acceptable to the Town Manager and Town Attorney.

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

Section 5. 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 6. Effective Date. This resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 15th day of August, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



MEMORANDUM

To: Jamie Cole, Esq.

From: Ella Duckworth, Summer Associate

Date: June 20, 2023

RE: **SB 346 Implications for Cities**

This memorandum addresses the implications that SB 346 ("Bill") will have on city construction services contracts. The most substantial implications arise out of the changes to section 218.735(7)(e), Florida Statutes, and this memorandum outlines the new statutory requirements and provides a form provision that can be adopted into contracts for construction services in response to the changes the Bill provides for.

I. BILL OVERVIEW

A. THE BILL LIMITS CITIES' ABILITY TO WITHHOLD RETAINAGE.

The Bill amends Fla. Stat. 218.73 to require retainage to be released upon reaching substantial completion for construction services contracts between a city and a contractor. The timeline for releasing retainage is determined by the creation of a punch list of items required to render complete, satisfactory, and acceptable construction services purchased by the local governmental entity (the "List"). The List must be created within 30 calendar days of reaching substantial completion (or 45 calendar days if extended by contract for projects valued at \$10 million or more). The contract must specify the process for the

development of the List, the process for determining the cost to complete the items on the List, and the estimated cost to complete each item on the List.

Within 20 business days after the List is created, a city must pay the contractor the remaining contract balance, including all retainage, less 150 percent of the cost to complete the items on the List. Upon completion of all items on the List, the contractor may submit a payment request for the withheld 150 percent.

B. FAILURE TO COMPLY WITH THE DEVELOPMENT OF THE LIST WILL FORCE CITIES TO RELEASE REMAINING BALANCE OF CONTRACT.

If a city fails to comply with its responsibilities to develop the List, the contractor may submit a payment request for the remaining balance of the contract including all remaining retainage. The city must then pay the contractor within 20 business days after receipt of a proper invoice. If a city has provided written notice to the contractor specifying the failure of the contractor to meet contract requirements in the development of the List, the city must pay the contractor the remaining balance of the contract, less the 150 percent of the cost to complete items the city intended to include on the list.

This Bill does not require a city to pay or release any amounts that are the subject of a good faith dispute made in writing pursuant to the contract, or the subject of a claim brought pursuant to section 255.05.

II. ACTIONS THE CITY CAN TAKE IN RESPONSE TO THE BILL

The Bill does not set a process for the development of the List, process for determining the cost to complete the items on the List, or process for estimating the cost to complete

each item on the List. In order to ensure cities are protected despite the inability to hold retainage past substantial completion, cities should have final discretion and should indicate it in the contract. Allowing a city to have final discretion will benefit the valuation of the items on the List, ensuring the amount withheld is sufficient to ensure final acceptance.

III. PROPOSED CONTRACT PROVISIONS

Within 30¹ calendar days after reaching the earlier of substantial completion or beneficial occupancy, the City and the contractor will inspect the work and develop a punch list covering those items required to render complete, satisfactory, and acceptable the construction services purchased by the City. The punch list will include a schedule of values that provides the estimated cost to complete each item on the punch list. If the City and contractor are unable to agree on an item or value, the City has final discretion whether to include an item and the amount for valuation of the cost to complete each item on the punch list. Within 20 business days after the creation of the punch list, the remaining contract balance, including retainage, will be paid to the contractor less an amount equal to 150 percent of the cost to complete the items on the punch list. Upon reaching final acceptance for an item or all items, the 150 percent withheld for each item will be released with final payment.

IV. CONCLUSION

¹ For projects valued at \$10 million or more, the 30 calendar day period may be extended to 45 days.

Cities have broad discretion in determining how to implement the changes the Bill requires, the aforementioned provision is one sample that can be added into the retainage section of the contract. The Bill will take effect on July 1, 2023.



Purchasing Manual

**LAUDERDALE
BY • THE • SEA**

**Adopted July 25, 2023
Resolution 2023-39**

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SECTION I - AUTHORITY AND PURPOSE OF PURCHASING MANUAL

This Purchasing Manual sets forth the policies and procedures to be followed by Town employees whenever goods and/or services are being acquired or disposed of by the Town of Lauderdale-By-The-Sea, Florida (hereinafter “Town” or “Lauderdale-By-The- Sea”). The requirements contained in this Purchasing Manual shall be strictly adhered to. Non-compliance with the provisions of this Purchasing Manual may lead to disciplinary action.

The purpose of this Purchasing Manual is to set forth the procedures the Town employees or agents must follow to obtain the goods and services purchased by the Town while:

- complying with the legal requirements of public procurement,
- assuring vendors impartial equitable treatment,
- receiving maximum value for each public dollar expended,
- providing the proper quantity and quality of goods and/or services at the time and place required, and
- purchasing only properly authorized goods and/or services for which funds have been appropriated and not previously encumbered.

In any situation where compliance with this Purchasing Manual will place the Town in conflict with state or federal law, all Town employees shall comply with applicable federal or state law or authorized regulations that are mandatorily applicable regardless of whether they are reflected in this Purchasing Manual or are contrary to provisions of this Purchasing Manual.

SECTION II - DEFINITIONS

For the purpose of these procedures the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural numbers include the singular number, words in the masculine gender include the feminine, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

A. APPLICABILITY

As used throughout this Purchasing Manual the words and terms defined in this Section shall have the meanings set forth below unless the context in which they are used clearly requires a different meaning or a different definition as prescribed for a particular Section or portion thereof.

B. DEFINED TERMS

1. **Addendum** means a written or graphic instrument issued prior to the opening of bids or proposals which clarifies, corrects or changes the bidding documents or contracts.
2. **Award** means the acceptance of a bid, offer, or proposal by the proper Lauderdale-By-The-Sea authority per Section III below.
3. **Best Interest of Lauderdale-By-The-Sea** means an assessment based on available information has been made by executive personnel or the Town Commission of what will result in the maximum benefit being conferred upon Lauderdale-By-The-Sea.
4. **Bid Bond** means a form of bid security executed by the bidder as principal and by a surety to guarantee that the bidder will enter into a contract within a specified time and furnish any required performance bond.
5. **Bidder** means a person or organization making a formal offer to sell or provide services to the Town in response to an Invitation to Bid, Request for Proposal (RFP), Request for Qualifications (RFQ) or request for Letters of Interest (LOI).
6. **Blanket Purchase Order** is a purchase order that covers the purchase of supplies of a like nature for a stipulated period of time (e.g. 12 months).
7. **Brand Name or Equal Specification** means a specification limited to one or more items by manufacturers' name or catalog number to describe the standard of quality, performance or other prominent characteristic needed to meet Lauderdale-By-The-Sea requirements.
8. **Capital Purchases** means all tangible personal property having an original acquisition cost of five thousand dollars (\$5,000.00) or more per unit and a life

expectancy of more than two years, including, but not limited to, the purchase of software.

9. **Change Order** is a written order amending a purchase order to correct errors, omissions, discrepancies, acceptable overruns, freight costs; incorporate requirements to expand or reduce the scope of goods or services ordered; or to direct other changes in contract execution to meet unforeseen field, regulatory or market conditions.
10. **Commodities** include but are not limited to goods, equipment, materials, and printing which is purchased, leased or otherwise contracted for by Lauderdale-By-The-Sea.
11. **Competitive Bids or Competitive Offers** means bids or offers submitted by responsive qualified bidders or respondents.
12. **Construction** means the process of building, altering, repairing, improving or demolishing any structures, buildings or improvements to real property. It does not include the routine operation, repair or maintenance on existing structures, buildings, or real property.
13. **Consultant's Competitive Negotiations Act (CCNA)** is the common name for *Section 287.055 of the Florida Statutes* concerning the procurement of Architectural, Professional Engineering (including testing), Landscape Architecture and Registered Surveying and Mapping services.
14. **Contractor** means any person or business having a contract with Lauderdale-By-The-Sea to perform a service or sell a product. Also referred to herein as a “**vendor**”.
15. **Contractual Services** means the rendering of a contractor of their time and effort rather than the furnishing of specific commodities, materials, goods, equipment and other personal property. The term applies only to those services rendered by individuals and/or firms who are independent contractors, other governmental agencies (such as counties and municipalities) or non-profit organizations (such as the Florida League of Cities) who provide services on a contractual basis.
16. **Cooperative Purchasing** means procurement activities and contracts conducted by, or on behalf of, more than one governmental entity.
17. **Debarment or Suspension** means the disqualification of a business or person from receiving or responding to invitations for bids, requests for proposals or the award of contracts by Lauderdale-By-The-Sea because of previous illegal or irresponsible action or the failure or the inadequacy of performance.

18. **Designee** means a duly authorized representative of a person holding a management position.
19. **Emergency Purchase** means a purchase made to alleviate a situation in which there is a threat to health, welfare, property, or safety that does not allow for the normal, competitive purchasing procedures under certain conditions defined as an emergency by the Town.
20. **Environmentally Preferable Purchasing** means considering factors of sustainability and environmental impact, i.e. the use of natural products, energy savings potential, the durability of the product in the Town's coastal environmental conditions in making procurement decisions and awards.
21. **Governmental Agency** means any agency of the Federal, State, or any local government or local governmental entity.
22. **Invitation to Bid** means a written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the commodities or contractual services for which bids are sought. The invitation for bid will be used when Lauderdale-By- The-Sea is capable of specifically defining the scope of work for which a contractual service is required or is capable of establishing precise specifications defining the actual commodities required. The invitation to bid will include instructions to bidders, plans, drawings, and specifications, if any, a bid form and other required forms and documents to be submitted with the bid.
23. **Lauderdale-By-The-Sea** means the Florida Municipal Corporation known as the Town of Lauderdale-By-The-Sea.
24. **Letter of Interest (LOI):** means a method of selecting a vendor whereby all vendors are invited to submit a summary of their qualifications and state their interest in performing a specific job or service.
25. **Mandatory Bid Amount** means the dollar threshold at which the formal bid process is required. The acquisition of any commodity or service may not be divided to circumvent the requirement of the Mandatory Bid Amount.
26. **Negotiations for Professional Service** means the act of determining terms, conditions and prices for the performance of professional services.
27. **Notice of Award** means the written notice by Lauderdale-By-The-Sea to the apparent, successful bidder or offeror.
28. **Open-End Contract** means a funded contract whereby an indefinite quantity of supplies, services, or constructions are to be procured over an identified time span when needed.

29. **Open-End Purchase Orders** means a purchase order whereby a vendor provides supplies, services, or construction on demand or on a prescribed schedule. An Open-End Purchase Order may be used as a release and encumbrance document to authorize procurement of any predetermined amount from an open-end contract on an as-needed basis.
30. **Performance/Construction Bond** means a bond of a contractor/vendor in which a surety guarantees to Lauderdale-By-The-Sea that the work/services of that contractor or vendor will be performed in accordance with the contract documents. At the discretion of Lauderdale- By-The-Sea, where not prohibited by other law, an irrevocable letter of credit issued by a financial institution may substitute for a performance/construction bond.
31. **Procurement** is the buying, purchasing, renting, leasing or otherwise obtaining any commodities, services, construction or any other item(s) including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.
32. **Professional Services** means any services where Lauderdale-By-The- Sea is obtaining advice, instruction or specialized work from a person or firm. Professional services may include an oral report or written advice. Because the main thrust of the service is not considered labor, but the exercise of intellectual ability, the procurement of professional services does not lend itself to normal competitive bidding and price competition alone. These services may be procured by Requests For Proposals, Letters of Interest, or Requests for Qualifications and selected through Competitive Selection and Negotiation or at the Town Manager's discretion on an as-needed basis.
33. **Purchase Order** means a Lauderdale-By-The-Sea document to formalize a purchase transaction with a vendor conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description and price of the supplies, services or construction ordered and applicable terms as to payment, discounts, date of performance, transportation, insurance and other factors.
34. **Purchasing Administrator** means the principal Lauderdale-By-The-Sea purchasing official designated by the Town Manager as responsible for the procurement, management, and disposal of commodities in accordance with the policies contained in this Purchasing Manual.
35. **Quotation** means an informal (verbal) or formal (written) notice by a vendor to Lauderdale-By-The-Sea stating the prices, terms and conditions under which they will furnish certain goods or services.
36. **Request for Proposals (RFP)** means all documents whether attached or incorporated by reference for soliciting sealed proposals, including any addenda.

An RFP is characterized by a description of the desired product or service and a description of the process for evaluating vendor responses.

37. **Request for Qualifications (RFQ)** means a formal invitation from Lauderdale-By-The-Sea to vendors to submit a statement of qualifications. The RFQ identifies the desired minimum qualifications of the individual(s) or firm(s), a scope of work statement, and any project requirements, and indicates selection criteria that will be used in compiling the short list of prospective firms for further consideration.
38. **Responsible Bidder or Responsible Offeror** means an individual or firm who has submitted a bid that conforms in all material respects to the invitation to bid or request for proposals and who has the capability in all respects to perform fully the contractual requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give reasonable expectation of good faith performance.
39. **Selection and Negotiation Committee** means a group of persons appointed by the Town Manager to rank in preferential order those professional firm(s) or individual(s) interested in providing services on a particular project and/or to negotiate a final contract with the highest ranked firm.
40. **Services** means the furnishing of labor, time and effort by a contractor not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.
41. **Short Listing** means a process by which the number of responsible bidders or responsible offerors is reduced to a manageable number for more detailed evaluation by a ranking of the candidates or firms by an evaluation committee.
42. **Short List** means the names of candidates or firms that have been selected for further consideration for award of the contract from a considerably longer list of responsible bidders or responsible offerors.
43. **Specification** means any description of the physical or functional characteristics or of the nature of a supply, service or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or construction time for delivery. Specifications may also contain provisions for inclusion of factors which will lead to the ultimate calculation of the lowest total cost. All specifications shall seek to promote overall economy for the purpose intended and encourage competition in satisfying Lauderdale-By-The-Sea's needs and shall not be unduly restrictive.
44. **Sole Brand** means the only known brand capable of fulfilling Lauderdale-By-The-Sea's needs. **Sole Source** means only one vendor possesses the unique and singularly available capability to meet the requirements of the solicitation, such as

technical qualifications, ability to deliver at a particular time, services from a public utility or a situation where a particular supplier or person is identified as the only qualified source available to the requisitioning authority.

45. **State Contracts** means term contracts released by the State of Florida Department of Management Services' Purchasing Division or any other State of Florida Agency (such as Department of Highway Safety and Motor Vehicles, or a state university) that may be utilized at the option of local government agencies.
46. **Surety** means an organization which, for consideration, promises in writing to make good the debt or default of another. The surety must hold a certificate of authority as an acceptable surety on federal bonds published in the current Circular 570, United States Department for the Treasury and the Federal Register effective July 1 annually, as amended.
47. **Surplus Property** means any property belonging to Lauderdale-By-The- Sea, which is capable of being used, but is in excess of the normal operating requirements of Lauderdale-By-The-Sea. This property may be disposed of by auction or other means which proves to be the most beneficial to Lauderdale-By-The-Sea as determined by Section V. below.
48. **Town** means the Lauderdale-By-The-Sea municipal government.
49. **Town Manager** means the individual appointed by the Town Commission as the administrative head of the Lauderdale-By-The-Sea municipal government.
50. **Town Commission** means the elected legislative body of the Lauderdale-By-The-Sea municipal government.

SECTION III – GENERAL PURCHASING POLICES

A. OVERALL PURCHASING REQUIREMENTS

1. General Purchasing Policies apply to all procurement of goods, construction, and/or services by the Town unless specifically excluded as described under Section IV of this manual.
2. ***The known or anticipated annual purchasing requirements shall not under any circumstances be subdivided into smaller quantities to circumvent the purchasing authority thresholds, the appropriate vendor selection process or any other provision of this Purchasing Manual.***
3. Vendors shall not attempt to secure favoritism in the expenditure of public funds by offering bribes, gifts or providing entertainment to Town employees/officials having the ability to influence vendor selection decisions.

Town employees/officials or their spouse, dependent, partner, or a subordinate of any Town employee/official shall not, at any time, accept any compensation, payment, or thing of value when such officer or employee knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the Town officer/employee was expected to participate in his or her official capacity.

There shall be included in all contracts, and Town contractors shall be required to include in all subcontracts, the following provision: “No officer or employee of the Town during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

4. The Town shall not knowingly acquire goods, property, and/or services from vendors who have been found guilty of a “public entity crime” as defined in *Section 287.133 of Florida Statutes*. Accordingly, vendors covered by *Section 287.133 of Florida Statutes* will provide to the Town a sworn statement as required by that statute.
5. Procurements for the personal use or benefit of Town officials/employees are prohibited. Town officials/employees are also prohibited from using the Lauderdale-By-The-Sea name or the official’s/employee’s position to obtain special consideration in personal purchases, however this prohibition shall not apply to discounts or offers extended to government employees and officers in general (e.g. discounts offered at amusement parks or hotels).
6. The Town is exempt from paying all local and state sales taxes, as well as Federal Excise taxes. The Town’s Finance Director will provide the necessary exemption documents to any vendor upon request. Thus, Town officials/employees should make every effort to ensure that sales/excise taxes are not charged by the vendor.

7. If an item covered by a properly authorized purchase order cannot be supplied by the selected vendor in the required timeframe, the substitution of a suitable equivalent item may be approved using the Change Order procedures described in Section III.
8. Should the selected vendor fail to meet any specified requirement of a procurement, the vendor can be cited for non-performance. The seriousness of non-performance must be evaluated, in coordination with the Town Attorney, based on the circumstances surrounding each violation. However, there should always be some recourse for the Town when a vendor fails to perform in accordance with the terms and conditions.

These recourses include, but are not limited to:

- a. The Town may exercise its rights under a liquidated damage clause or under the terms of a performance bond.
 - b. The Town may obtain the needed items from another source and charge the delinquent vendor the excess difference in cost.
 - c. The Town Manager or designee may terminate the contract for default if it is in the best interest of the Town.
9. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies in accordance with *Florida Statutes Section 287.087* that it has implemented a drug-free workplace program shall be given preference in the award process.

Additionally, if two (2) or more vendors are tied as to quality, delivery times, and price, the tie may be broken and the vendor selected based on the location of the vendor's actual operations. The local preference shall favor first vendors conducting actual business operations from a facility/office physically located within the municipal boundaries of the Town.

If none of the vendors so qualifies, then favor shall be shown to vendors conducting actual business operations from a facility/office physically located within Broward County.

If none of the vendors so qualifies, then favor shall be shown to vendors conducting actual business operations from a facility office physically located within the State of Florida. Preference for Florida-based vendors is required by *Florida Statutes Section 255.04* when erecting or constructing any public administrative or institutional building. Preference for Florida-based vendors of commodities is

provided for in *Florida Statutes Sections 287.082, 287.084, and 287.092*. However, the Town shall not show preference to vendors solely on the basis of being minority business enterprises under *Florida Statutes Sections 287.093 and 287.0931*.

10. No obligations for expenditures of Town funds may be incurred except pursuant to, and only to the extent of, a specific appropriation of funds in the Town Commission-Adopted Town budget. This provision shall apply, without being limited to, any formal or informal contractual obligation (e.g., Purchase Order) for the purchase or lease of supplies, services or equipment. No money may be drawn from the Town treasury, nor may the appropriate Town officials execute any check, draft, warrant, note, contract or other negotiable instrument, except pursuant to, and only to the extent of, a specific appropriation of funds in the budget to be used for such payment or procurement. Accordingly, the availability of funds must be approved by the Finance Director or designee before the Town is contractually obligated to any procurement.
11. The Broward County Code of Ethics, Section 1-19 of the Broward County Code of Ordinances generally prohibits Town Commissioners from receiving gifts from vendors, contractors, lobbyists and potential suppliers of goods and services to the Town, and from being involved in procurement matters. Anyone seeking to lobby the Town on any matter must register as a Town lobbyist pursuant to Section 2-1 of the Town's Code of Ordinances, and follow the other regulations and prohibitions of that section of Code. Anyone who seeks to do business with the Town must conform to all of the detailed requirements of these County and Town ethics regulations.

B. PURCHASING APPROVAL AUTHORITY

The approval authority established by the Town Commission to procure goods or services is based on the estimated cost of the goods and services as follows:

APPROVAL	DOLLAR THRESHOLD
Public Works Supervisor	Up to \$ 2,500.00
Department Director	Up to \$ 5,000.00
Finance Director or Deputy Town Manager	Up to \$12,000.00
Town Manager	Up to \$25,000.00
Town Commission	\$25,000.01 and above

Purchases shall not be artificially divided for the purpose of avoiding having the correct person authorize the purchase.

C. VENDOR SELECTION METHODS

Guidelines

There are five vendor selection methods used by the Town:

- Quotes,
- Invitations to Bid (**ITB**),
- Requests for Proposals (**RFP**),
- Requests for Qualifications (**RFQ**), and
- Letters of Interest (**LOI**).

The use of a particular vendor selection method depends on the dollar amount of the purchase, the procurement goals of the Town and any applicable state law requirements. Exceptions to the required vendor selection methods are permitted in specific instances (See Section IV of this manual) or when pre-approved by the Town Manager in emergency situations.

<u>VENDOR SELECTION PROCESS</u>		
	AMOUNT	REQUIRED DOCUMENTATION
Quotes	Up to \$2,500.00	Not subject to bids/quotes
	\$2,500.01 to \$7,500.00	Two verbal documented quotes. (1)
	\$7,500.01 – 12,500.00	Three verbal documented quotes (1)
	\$12,501.00 to \$25,000	Three written quotes
Formal Competitive Selection	Above \$25,000.01	ITB, RFP, RFQ, LOI
(1) The vendor selected must confirm their verbal quote in writing prior to the issuance of a purchase order.		

1. **QUOTES** are normally used when the expected cost of goods or services is twenty-five thousand dollars (\$25,000) or less.
 - a. Printed documentation from a website can be utilized as a written or verbal quotation of pricing for items that can be procured through the internet.
 - b. Shipping costs should be included in the determination of the lowest quote.
 - c. If the Town has requested quotes from multiple companies that can supply the required product but, despite at least two requests, the required number of vendors do not respond with a quote, the attempts to obtain additional quotes shall be documented. In such cases, the Town Manager may waive the requirement for a minimum number of quotes.
 - d. If quotes were obtained for an item within the preceding twelve months, subsequent purchases can be made of that item from the winning supplier without obtaining additional quotes if the price has not increased. For any procurement, the Town Manager has the discretion to impose additional purchasing requirements.

2. **FORMAL COMPETITIVE VENDOR SELECTION METHODS**

Unless waived by the Town Commission, procurements above twenty-five thousand dollars (\$25,000) shall be made through a formal competitive selection process.

Pre-Release Requirements.

Prior to the release of any ITB, RFP, RFQ, or LOI that the Town staff anticipates may result in a purchase in excess of the Town Manager's purchasing authority, a draft copy of the document(s) shall be sent to the Town Clerk for distribution to the Town Commission no less than one week in advance of publication of the solicitation.

The Purchasing Administrator will determine, after consultation with the user department, which formal competitive vendor selection method will be used. Methods include:

a. Invitation to Bid (ITB)

An ITB is used when specifications are well-defined. The ITB shall include instructions to bidders, plans, drawings and specifications if any, a bid form, and other required forms and documents to be submitted with the bid. Under this type of solicitation, the recommendation of award is normally to the lowest responsive and responsible bidder. Life cycle costs

of the commodity or equipment to be purchased can be used in evaluating which vendor is lowest responsive and responsible bidder.

b. Request for Proposals (RFP)

An RFP is a written request to vendors to submit proposals that describe the methodology the respondent will utilize to provide analysis, design or other professional services, design/build services, or operational services on an issue or a need the Town has specifically identified.

In most cases, and except when prohibited by State Statute, prices for the services will also be requested. The vendor's experience and qualifications, together with the proposed methodology, are evaluated and may take precedence over price in the procurement decision in this selection method. RFPs will generally, but not always, state the relative importance that price and any other evaluation criteria will be accorded in the vendor selection process.

c. Request for Qualifications (RFQ)

An RFQ is a formal invitation to vendors to submit a statement of their experience, education, certifications, etc. that qualify them to perform work for the Town. This approach differs from an RFP in that it places greater emphasis on the qualifications of the potential respondents, and their track record of quality performance, rather than a specific methodology they utilize. The RFQ identifies the desired minimum qualifications of the respondents, a scope of work statement, project requirements, and states the selection criteria that will be used in compiling a short list of prospective respondents for further consideration.

d. Letter of Interest (LOI)

An LOI is a formal invitation to vendors to submit a proposal. It identifies, in general terms, the work required and directs the respondents to provide a letter regarding the respondent's interest in working with the Town on the particular project(s). Respondents provide a statement of experience and qualifications of key personnel. Costs or fees are not part of the response. Architectural and engineering services that are outside the scope of the CCNA are examples of services for which this type of solicitation is sometimes used.

3. COMPETITIVE VENDOR SELECTION PROCESS

a. Responsiveness of the Proposal/Response

The Purchasing Administrator will first review the proposals to determine if each proposal is responsive to the requirements of the solicitation. The Purchasing Administrator has the authority to notify the responder of non-substantive omissions in their proposal and give them a short deadline to correct those omissions. The Purchasing Administrator will determine which proposals are deemed non-responsive and those respondents will be notified in writing of the Purchasing Administrator's decision.

b. Evaluation Committee

Evaluation of the responsive proposals will normally be completed by an evaluation committee that is composed of individuals who have knowledge of, or experience with the project, issue or profession that is the subject of the procurement. The evaluation committee members are appointed by either the Town Manager or Deputy Town Manager. The Town Manager or Department Director shall designate a Purchasing Administrator for each department's procurements, who will facilitate the evaluation process but is not a voting member of the evaluation committee.

Because the Town has a very small staff, there may be circumstances where it is appropriate for the Purchasing Administrator to be a member of the evaluation committee. In such cases, the Town Manager shall appoint another staff member to fulfill the facilitation and communication with respondents roles normally carried out by the Purchasing Administrator.

c. Requests for Clarification or Additional Information

During the evaluation process, the Purchasing Administrator or members of the Evaluation Committee may need or be assigned to communicate with respondents for the purpose of clarification to assure full understanding of the proposals and conformance to the solicitation requirements.

d. Shortlist & Ranking of Responders by Evaluation Committee

Depending on the number of responses received, the Town may short-list respondents to facilitate more in-depth analysis of a manageable number of responses. These short-listed respondents may or may not be interviewed by the evaluation committee. The short-listed firms may either:

- i. Be ranked in order of the committee's evaluation of the respondents' experience, qualifications and, in some cases, the quality of their presentation to, or discussions with, the committee.
- ii. Be ranked as a group, all of which are determined to be qualified to perform work for the Town.

In certain circumstances such as where continuing agreements are sought, multiple firms may be determined to be qualified and are placed on a qualified vendors list for the types of services identified in the solicitation.

e. Approval of Ranking and Work Awards

This ranking is presented for approval to the appropriate authority (Commission or Town Manager). Once approved, staff will negotiate a contract with the number one ranked respondent(s) or, failing to reach agreement, with the next ranked respondent and then submit the agreement for execution by the appropriate authority.

D. EXCEPTIONS

Exceptions to these purchasing policies for goods and services that are exempt from the requirement for competitive vendor selection processes are detailed in Section IV of this Purchasing Manual.

E. SOLICITATION PROCESS

1. Specifications

In appropriate circumstances, the specification of goods/services/property to be procured by the Town should be drafted to encourage vendors to propose reasonably comparable alternatives that ensure the Town obtains the best possible price while avoiding terms that are vague or subject to varying interpretations.

The Purchasing Administrator shall strive to assure that all specifications issued by the Town provide for free and open competition among all vendors and preclude lock-in of any vendor or brand, unless items are purchased under approved sole source or sole brand provisions. Any specification may eliminate some vendors or brands if the vendor or brand does not meet the legitimate needs of the Town.

The Purchasing Administrator, Town Manager, or Deputy Town Manager will ensure the solicitation documents include specifications that are well-defined. The user department is responsible for developing specifications, such as bid specifications, scope of service and evaluation criteria. As the prime user, the department is best aware of any special characteristics or any new developments in the field, as well as the technical specifications of the product or service. The Purchasing Administrator may review specifications and make suggestions, such as alternate products, when appropriate.

There are many different types of specifications; however, all specifications regardless of the type must be clear and complete and express the needs of the Town in such a manner that the vendor will have the same understanding as that

of the Town in what is required. The following are some of the more common type of specifications:

- a. *Qualified Products or Acceptable Brands List.* These lists are developed only where it is not possible to write specifications adequate to identify the quality and performance required of the goods or services to be purchased. Acceptable brand lists are also used when tests necessary to determine compliance with technical specifications are lengthy, costly or require complicated technical equipment.
- b. *Specification by Brand or Trade Names.* Brand or trade names may be used where brand name products have been found to be superior to others for the purpose intended, or when their composition is secret, unknown or patented. The use of brand names establishes a quality standard but is not intended to limit or eliminate competition. Whenever this method of establishing specifications is used, the specifications should explicitly provide for equivalents. It is incumbent on a vendor offering equivalent goods/services to those specified to document that the goods or services are, in fact, equivalent.
- c. *Specification by Blueprint or Dimension Sheet.* Specifications of construction projects (such as buildings, streets, custom-built cabinets, furniture, machines, or other equipment) should be written to reference the blueprints or dimension sheets prepared by the project's engineer, architect, designer or equivalent. Such specifications shall provide an appropriate method of evaluating all bids, and later of verifying the quality of the construction work or the equipment or fixtures delivered.
- d. *Specifications by Performance, Purpose or Use.* Specifications that include a set of performance criteria for the goods or services required are appropriate as they will provide flexibility for vendors to design products or programs specifically aimed at meeting the purpose or performance standards the Town has established.
- e. *Specification by Identification with Industry Standards.* Specifications will often refer to industry-wide standards or to standards set by other public jurisdictions. Some examples of these would be lumber grading, standards set by the asphalt or concrete industries, or by referencing standard specifications of the Florida Department of Transportation or other State or Federal agencies.

2. Responsible Vendor Determination

Every solicitation issued on or after July 1, 2023 must include the following language:

RESPONSIBLE VENDOR DETERMINATION

Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

3. Public Notice

Public notice of the ITB, RFP, RFQ or LOI shall be given not less than ten(10) calendar days prior to the date set forth in the notice for the opening of the responses. The Town will publicly advertise the procurement in the manner best suited for the particular commodity or service being acquired and in accordance with State law. Being listed on the Town's website is considered public notice for these purposes. The notice shall state the place, date, and time of the opening of the responses.

When, in the sole discretion of the Town Manager, the available RFP specifications do not promote/permit full and free competition among potential vendors without prior technical evaluation and discussion, a two- step process may be used. In the first step, the Town would issue an RFP to which interested potential vendors respond with necessary information and/or non-priced technical offers. Then, those potential vendors who are determined by the Town to have submitted technically acceptable offers are invited to submit sealed prices based on their technical offers.

4. Response Submissions

All responses shall be submitted to the Town in sealed envelopes, which shall be clearly identified with the name and number of the solicitation and the respondent's name on the exterior of the envelope and delivered to the Town Clerk's office, or via upload through the Town's electronic procurement provider.

5. Bid/Proposal Bond, Performance Bond

Bid bonds (also known as proposal bonds) may be required in conjunction with responses to guarantee the responders will not withdraw their bids for a specified time period. Should the respondent withdraw their bid, they may be required to forfeit the bond amount.

Bid bonds shall be required for all construction projects when the total contract price is estimated to exceed one hundred thousand dollars \$100,000. In all other cases the Town reserves the right to require a bid or proposal bond when deemed necessary by the Purchasing Administrator. The successful bidder may be required to submit a performance bond in the amount of One Hundred Percent (100%) of the contract amount awarded within ten (10) days after being notified the contract has been awarded.

Bid bonds shall be by cash, a certified or cashier's check, a surety bond or an irrevocable standby letter of credit in an amount not less than five percent (5%) of the amount of response. If a surety bond is provided, the surety company must be authorized to do business as a surety in Florida.

Per *Florida Statutes Section 255.05*, a payment bond and a performance bond with any surety insurer authorized to do business in Florida or prescribed alternative collateral will be required by the Town whenever a contract for the construction of a public building exceeds two hundred thousand dollars (\$200,000).

Additional qualifications for surety bond insurers for certain construction-related consultants are set forth in *Florida Statutes Section 287.0935* and must be complied with, if applicable.

6. Cancellation or Postponement of Response Opening

Any time prior to the bid opening date and time, the Purchasing Administrator may cancel or postpone the bid opening or cancel the bid document in its entirety.

7. Opening of Responses

Responses shall be opened by the Purchasing Administrator/designee at the time and place designated in the public notice. The opening shall be witnessed by the Town Clerk or designee. No late responses shall be accepted or opened if received after the date and time specified in the public notice. All late responses shall be returned unopened to the bidder.

For RFP, RFQ and LOI responses, a list of the names of all responders shall be read aloud by the Purchasing Administrator/designee or the Town Clerk.

All response documents shall become the property of the Town and will not be returned to the responders. When the contract is awarded, all documentation produced as part of the contract shall become the exclusive property of the Town.

For an RFP, RFQ or LOI response, the Purchasing Administrator or designee, may, at the evaluation committee's request and within a reasonable time period after the response opening, request additional or corrective information of the responders concerning his/her responsibility to perform, and the responder may voluntarily, after bid opening, provide additional or corrective information concerning his/her responsibility as a vendor.

It shall be the practice of the Town that ITB submittals shall be publicly opened in the presence of witnesses and read aloud to include the name of the bidder, their city and state, the ITB number, and total price bid.

The Town reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request rebids on required goods or services. The Town also reserves the right to award the contract on such goods or services the Town deems will best serve its interests or to elect not to proceed with procuring the goods/services.

8. Evaluation Process

- a. Bids shall be unconditionally accepted without alteration or correction, except as described below. Bids shall be evaluated based on the requirements set forth in the bid document, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, service, price, completion date, and/or suitability for a particular purpose.
- b. Corrections or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; provided however, the Purchasing Administrator shall have the authority to waive minor irregularities as provided by law or correct obvious calculation errors.
- c. Those criteria that will affect the bid price and be considered in evaluation for award, excluding cash discounts, shall be objectively measurable, such as trade discounts, transportation costs, and total or life cycle costs. The bid document shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the bid document.
- d. All quotations and proposals must be signed with the vendor name and by an officer or employee having the authority to bind the vendor with that signature. For bids submitting in physical form, any erasures or corrections must be initialed by the bidder in ink and signatures must be original and in ink. Bids shall be typewritten or written with pen and ink.
- e. This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon authorized approval by the Town. In case of default on the part of the bidder after such acceptance, the Town may take such action as it deems appropriate including legal action for damages or specific performance.
- f. The successful bidder shall NOT assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to same, or any part thereof, without previous consent in writing from the Town.
- g. Bids on individual items must include unit prices as well as total prices. Where a variance exists on the bid form between the unit price and the

extension or whenever other discrepancies are noted between prices on the bid form and prices quoted elsewhere in the bid package, the unit price quoted on the bid form shall prevail. Numbers that are spelled out shall have precedence over numerals.

- h. Unless otherwise stated, the quantities or usage shown in the bid document are estimated only. No guarantee or warranty is given or implied by the Town to the total amount that may be or may not be purchased from any resulting contracts. These quantities are for bidder information only and will be used for tabulation and presentation of bid and the Town reserves the right to increase or decrease quantities as required.
- i. Bidder warrants by virtue of bidding that prices and terms and conditions in the bid will be firm for acceptance and will not be withdrawn for a period of ninety days (90) from the date of the bid opening or for the period specified in the solicitation document, whichever is greater. Prices shall be firm with no escalator clauses.
- j. The Town is exempt from sales taxes imposed by the State or Federal Government, as provided by law. Exemption certificates will be supplied upon request.
- k. Whenever materials or equipment are specified or described in the bid document by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. The bidder will be required to submit sufficient information to allow the Town to determine that the material or equipment proposed is equivalent to that name. The Town will be the sole judge concerning the merits of proposed material or equipment.
- l. All goods or equipment bids shall comply with all applicable Federal, State and local laws relative thereto including all safety-related items as required by the Federal Occupational Safety and Health Act (OSHA).
- m. Generally, all contracts awarded by the Town shall include the requirement that the successful bidder shall defend actions or claims brought and hold the Town harmless from loss, cost or damage by reason of actual or alleged violations of Federal, State or local law in the design or manufacturing of equipment and/or materials.

9. Award of Contract

Contracts shall be awarded to the lowest, responsive, responsible Bidder. In determining the “lowest responsive, responsible Bidder,” in addition to price, the Town may consider:

- a. The ability, capability and skill of the Bidder to perform the contract or provide the service required. Providing the required service includes, but is not limited to, an adequate amount of insurance coverage as set by the Purchasing Administrator. Documentation of coverage is through the Purchasing Administrator's acceptance of the Certificate of Insurance.
- b. Whether the Bidder can perform the contract or provide the service promptly or within the time specified, without delay.
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- d. The quality of performance of previous contracts or services with the Town and with other entities.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract to provide the service.
- g. The quality, availability and adaptability of the supplier, or proposed contractual services to the particular use required.
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract and the associated maintenance cost.
- i. The number and scope of conditions attached to the bid or quote.
- j. Bidder's history of default on prior public contracts.
- k. Bidder's history of litigation or arbitration.
- l. Life cycle costs of the equipment or product bid compared to the life cycle cost of equipment or products bid by other Bidders.
- m. Durability of, safety or security of, and warranties for the equipment or product bid or quote compared to those same traits of equipment or products of other Bidders.

A record should be maintained by the Purchasing Administrator of bidding information on materials in regular use. Such records shall include a Bidder's list, specifications, previous quotations and bids received.

Vendors who believe they have been unfairly treated during the formal bidding process may file a complaint with the Town Manager. Complaints

shall be submitted in writing within ten (10) days after the aggrieved vendor knows or should have known the facts giving rise thereto. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to Lauderdale-By-The-Sea in an amount equal to ten percent of the contract value, which resulted from an RFP, ITB, LOI or RFQ, but not greater than five thousand dollars (\$5,000). The filing fee shall guarantee the payment of all costs which may be adjudged against the protester in any administrative or court proceeding or in investigating the protest.

The Town Manager or designee shall investigate as far as resources allow and determine the validity of the complaint. If the complaint is not resolved by mutual agreement of the Town and the vendor, the Town Manager or designee shall promptly issue a decision in writing after consulting with the Town Attorney. The decision shall state the reasons for the action taken. A copy of this decision shall be mailed or otherwise furnished immediately to the complainant, and any other party involved.

If a protest is upheld by the Town, the filing fee shall be refunded to the protester.

Following the identification of the lowest responsive, responsible bidder and the resolution of any written vendor protest, the Town Manager shall recommend to the Town Commission that a contract be awarded to the selected vendor.

F. CONSULTANTS' COMPETITIVE NEGOTIATION ACT

Florida Statutes Section 287.055, known as the Consultants' Competitive Negotiation Act (CCNA), requires that acquisition of professional architectural, engineering, landscape architectural, design criteria, or surveying and mapping services must be made in compliance with the Consultants' Competitive Negotiation Act if the professional services are for (i) a construction project estimated to cost more than \$325,000, or (ii) a design/planning/study activity where the fee for professional services is more than \$35,000. The Town's purchasing policy shall automatically be modified to reflect any amendments made to *Florida Statutes Section 287.055* and the purchasing thresholds set forth in *Florida Statutes Section 287.017*.

Purchases of professional services covered by the Consultants' Competitive Negotiation Act must be made from vendors approved by the Town Commission after the following actions take place:

1. Issuing an RFQ without requesting a price quote.
2. The RFQ solicitation shall be placed on the Town's website, and advertised in the manner best suited for the particular commodity or service being acquired or

procured. The RFQ must include a general description of the project and must indicate how interested consultants may apply for consideration.

3. The Town conducts discussions with no fewer than three vendors or pre-qualified vendors from a library of continuing services contracts regarding their qualifications, approach to the project, and ability to furnish the required services and the appropriate vendors are certified by the Town as qualified to perform the requested services.
4. Selection, in ranked order, of at least three qualified vendors (provided the Town has received responses from three vendors) using current qualifications and performance data (other than price) obtained from each vendor in response to the RFQ document (or drawn from the library of continuing services contracts), subsequent discussions and/or formal presentations if required.
5. Fee negotiations in ranked order, with the most qualified firms at compensation which the Town determines is fair, competitive, and reasonable. Alternatively, at the discretion of the Town Manager, the Town may obtain, on a cost reimbursement basis, the assistance of the Florida Department of Transportation or the Florida Department of Management Services in selecting and/or negotiating contracts with consultants covered by the Consultant's Competitive Negotiation Act.

G. SELECTION OF AUDITORS

Acquisition of financial auditing services to satisfy the annual financial audit requirements of *Florida Statutes Section 218.39* must be made in compliance with the provisions of *Florida Statutes Section 218.391*, which require that RFPs for such audit services be publicly announced and the responsive proposals evaluated and ranked by an audit committee prior to Town Commission selection of an auditor and approval of a contract.

H. PURCHASING DOCUMENTATION

1. Documenting a Purchase Request

After obtaining the required pricing information described above, the department director making the purchase shall provide to the Purchasing Administrator documentation of the quotes or bids received, a recommendation on which vendor is recommended and an explanation of any reasons why the lowest bid was not selected, and other information needed to complete the purchase such as the quantity, quality, price, delivery time/location, of goods, property, and/or services to be acquired and the budgeted account to be charged. The documentation should also detail other conditions of the procurement, such as service, warranty, and payment terms, and indicate that all applicable procurement requirements have been followed. It is the responsibility of the Town department to submit the

purchase request sufficiently in advance of the date the goods/services are needed to allow for its timely review, approval and processing.

2. Purchase Orders

After the Town Finance Director has verified the availability of budgeted funds for the procurement and has verified that the procurement is being made in accordance with the policies prescribed in this manual, the Purchasing Administrator will generate a numbered Purchase Order for purchases in excess of \$12,500. The Purchase Order must be signed by the Purchasing Administrator and the management official who is authorized by Section III, Paragraph B-2 to approve that level of expenditure. In the event that the Purchasing Administrator is not available, Purchase Orders may be signed by the Town Manager.

The issuance of purchase orders by unauthorized individuals will not be recognized by the Town and payment of these obligations will not be approved.

The Purchasing Administrator will keep copies of all issued Purchase Orders.

It is preferred that purchase orders establish a venue for enforcement in Broward County Florida.

I. PROCUREMENTS UTILIZING LAW ENFORCEMENT TRUST FUNDS (LETF)

All purchases to be paid for utilizing LETF must comply with *Florida Statutes Section 932.7055* and must be approved in advance by the Police Chief and the Town Commission.

A copy of the Town Commission approval must be maintained by the Purchasing Administrator. LETF expenditures are restricted by *Florida Statutes Section 932.7055* to school resource officer, crime prevention, safe neighborhood, drug abuse education, drug prevention, drug treatment, complex/protracted investigation cost, additional police equipment/expertise, or federal grant matching purposes.

J. CONTRACT ADMINISTRATION

1. Contract Compliance

After the award of any contract, the Town department using the property/goods/services, or in some cases the construction Project Manager, will ensure that both the Town and the vendor are in compliance with all terms and conditions of the contract including maintaining current insurance certificates. The procuring department will maintain a written record of the vendor's performance relating to contract requirements.

In cases where the vendor does not adhere to delivery and specifications or is in technical breach of a contract, the procuring department must attempt to rectify the

situation with the vendor and maintain written record of these attempts. This written record should contain specific instances of non-compliance with contract requirements and a time frame for resolution of the issues involved as well as any change orders. The department shall provide copies of all non-compliance correspondence and records to the Purchasing Administrator.

In cases where the procuring department is unable to rectify a breach of contract with the vendor, the matter shall be turned over to the Purchasing Administrator along with all documents for resolution which may include, but not be limited to recommending to the Town Manager that the contract be canceled; suspension or debarment of the vendor; or institution of appropriate legal action through the Town Attorney.

2. Change Orders

- a. When circumstances arise that necessitate modifying a vendor's existing contract, a contractual change order may be used provided:
 - i. The changes do not substantially alter the character of the work contracted for and do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must be reasonable and conscientiously be viewed as being in fulfillment of the original scope of the contract.
 - ii. Further, such changes when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.
- b. Town Manager Approval. The Town Manager or designee is authorized to approve the following types of change orders determined in his/her judgment to be in the best interest of the Town, as follows:
 - i. A change order decreasing the cost of the contract to the Town. Should the decreased cost materially alter the character of the work contemplated by the contract, the nature and impact of the revision on the original character of the work under contract shall be documented in writing and signed by the vendor and the Town Manager.
 - ii. Change orders increasing the cost of the contract by a cumulative amount not to exceed twenty-five thousand dollars (\$25,000) or 10% of the contract amount, whichever is greater or specifically authorized by the Town Commission to be within the Town Manager's change order approval authority at the time the original contract was approved by the

Town Commission; provided that an appropriation exists within the project account sufficient to pay the amount of the change order.

iii. Change orders that do not affect the price of the contract.

- c. Town Commission Approval. Except for change orders authorized to be approved by the Town Manager as provided for in Section III (L)(2)(b) above, all other change orders must be formally approved by the Town Commission before work may be authorized to begin, and no claim against the Town for extra work in furtherance of such change order shall be allowed unless said prior approval has been obtained or the original contract with the vendor provides otherwise.

3. Receipt of Goods and Invoice Payment

When a Town department receives a shipment of goods that have been ordered, an inspection of the contents should be conducted to ensure that the item(s) received match what was ordered, and that it is in satisfactory condition.

An invoice, bill of lading, or packing slip should be included with the shipment and, after inspection, the department opening the shipment should mark the document “received” with the date and signature of the person inspecting the shipment. If any damage to the shipment is detected, this should be noted on the receiving slip. Damaged merchandise should generally not be accepted and it is the responsibility of the procuring department to resolve damage claims.

All invoices from vendors should be sent directly to the Town’s Finance Department by the vendor. If a procuring department receives an invoice and that invoice identically matches the amount of a purchase order, that department should note whether the goods have been received, and whether payment can be made against the specified purchase order number. Then the invoice should be sent directly to the Town’s Finance Department with the signature of the department Head indicating the invoice is authorized for payment by that department Head.

The timeliness of processing invoices may affect the relationship between the Town and its vendors. The Town must process, complete and correct invoices within 30 days of receipt (20 days in the case of construction services). Per State Statute 218.70, Local Government Prompt Payment Act. Invoices should contain the following basic information:

- Purchase order number (if applicable)
- Itemized listing of materials or services rendered
- Quantity of each item
- Unit price with extensions
- Discount terms if applicable
- Services provided, including hours and billing rates where applicable

When partial shipment is made on an order, any item appearing on the vendor's packing slip and/or invoice that was not received, should be struck out or marked back order (B/O) before signing as the receiver of the goods so listed. In short, signature should be given to the vendor only for goods actually received.

4. Renewal Options or Contract Extension

Once a contract has been approved by the Town Commission, the Town Manager may exercise any extension or renewal options included in that contract, provided that the terms and conditions of the extension or renewal are consistent with the terms and conditions of the contract approved by the Town Commission.

The Town Manager may exercise any extension or renewal options included in any contract that was originally approved by the Town Manager and continues to be within the Town Manager's purchasing authority.

5. Temporary Extension of Contracts

At the discretion of the Town Manager, existing contracts may be extended beyond their specified expiration date for a period of up to one hundred and fifty (150) days for operational purposes if such extension is deemed by the Town Manager to be in the best interest of the Town.

Extensions beyond one hundred and fifty (150) days require the approval of the Town Commission.

K. INVENTORY/WAREHOUSE

At the discretion of the Town Manager, the Town may procure and maintain an inventory of items used on a repeat or continuing basis by one or more departments. Any such items inventoried by the Town will be purchased, warehoused, and distributed in accordance with procedures established by the Finance Director. Inventory records shall be maintained by an inventory custodian designated by the Finance Director.

L. CONSTRUCTION PROJECTS

1. If the cost of a purchase related to the construction, demolition, renovation, modification, or repair of any public facility, utility, building, or land exceeds twenty-five thousand dollars (\$25,000) then the requirements for formal competitive selection apply unless waived by the Town Commission or superseded by the special construction procurement requirements in state law.
2. The Town will comply with all state statutes applicable to Town construction projects, including, but not limited to, the following:

	<i>Florida Statutes</i>	Subject
i.	255.04	Preference to home industries in building public buildings. Preference shall be given, in the purchase of material and in letter contractors for the construction of such building, to materialmen, contractors, builders, architects, and laborers residing in Florida when constructing any public administrative or institutional building provided: • there is no increase in cost resulting from the preference, and • the quality of materials proposed for purchase as well as the qualifications, character, responsibility, and fitness of resident vendors is comparable to non- resident materials and/or vendors.
ii.	255.20	Local bids and contracts for public construction works; specification of state-produced lumber. Anytime a construction project is estimated to cost more than the statutory minimums, the solicitation of bids/proposals must be publicly advertised at least once in a newspaper of general circulation in Broward County prior to the established bid opening and prior to any scheduled pre-bid conference.
iii.	255.21	Provide special facilities for physically disabled access Any building or facility intended for use by the general public which is contracted, altered, or operated as a lessee by the Town shall provide the special facilities for physically disabled access specified in Part V of Chapter 553.
iv.	255.40	Use of asbestos in new public buildings or buildings newly constructed for lease to governmental entities is prohibited in any building, construction of which is commenced after September 30, 1983, which is financed with public funds or is constructed for the express purpose of being leased to any governmental entity.

v.	218.73	Within 30 calendar days after reaching the earlier of substantial completion or beneficial occupancy, the Town and the contractor will inspect the work and develop a punch list covering those items required to render complete, satisfactory, and acceptable the construction services purchased by the Town. The punch list will include a schedule of values that provides the estimated cost to complete each item on the punch list. If the Town and contractor are unable to agree on an item or value, the Town has final discretion whether to include an item and the amount for valuation of the cost to complete each item on the punch list. Within 20 business days after the creation of the punch list, the remaining contract balance, including retainage, will be paid to the contractor less an amount equal to 150 percent of the cost to complete the items on the punch list. Upon reaching final acceptance for an item or all items, the 150 percent withheld for each item will be released with final payment. For projects valued at \$10 million or more, the 30 calendar day period may be extended to 45 days.
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3. *Section 255.0525 - Advertisements.*

Under Florida Statutes Section 255.0525, anytime a construction project is estimated to cost more than two hundred thousand dollars (\$200,000), the solicitation of bids/proposals must be publicly advertised at least once in a newspaper of general circulation in Broward County at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Construction projects estimated to cost more than five hundred thousand dollars (\$500,000), the public advertisement must be publicly advertised at least once in a newspaper of general circulation in Broward County at least 30 days before the established bid opening and at least 5 days prior to any scheduled prebid conference. In cases of emergency, the procedures required by Section 255.0525 may be altered by the Town in any manner that is reasonable under the emergency circumstances.

For purposes of Section 255.0525 only, the term “emergency” is defined as an unexpected event resulting in an interruption in delivery of an essential government service or an immediate danger to either public health/safety or loss of public/private property.

If *Florida Statutes Section 255.0525* is amended to modify the dollar thresholds for advertising, to allow for other forms of advertising, or eliminates or otherwise modifies this requirement, the Town’s purchasing policy shall automatically be considered to be modified to track the statutory provisions.

4. *Section 255.20. Formal Competitive Process.*
- a. Unless specifically exempted below, *Florida Statutes Section 255.20* requires the use of a formal bidding process as previously described whenever the estimated cost of a Town project to construct/improve a public building, structure, or other public work exceeds three hundred thousand dollars (\$300,000) in total, or exceeds seventy-five thousand dollars (\$75,000) in electrical work specifically. The Town's purchasing policy shall automatically be considered to have been adjusted to reflect Consumer Price Index adjustments to the three-hundred thousand dollars (\$300,000) total cost and seventy-five thousand dollars (\$75,000) electrical cost thresholds provided for in *Florida Statutes Section 255.20*.
 - b. All contractors selected for construction projects must be appropriately licensed.
 - c. The estimated cost of the project includes all non-inmate labor as well as the cost of all equipment and materials to be used in the project.
 - d. If the construction/improvement project relates to a road, bridge, street, highway, or railroad, and is estimated to cost more than two hundred fifty thousand dollars (\$250,000), the Town may:
 - i. Require that interested vendors be certified or qualified to perform such work by publishing a public notice that includes the qualification criteria in the advertisement.
 - ii. Disqualify the bid/proposal of any contractor that is ten percent (10%) or more behind on completing an approved progress schedule for the Town at the time of the RFP/bid advertisement unless FDOT considers the contractor pre-qualified and eligible.
 - e. The requirements of *Florida Statutes Section 255.20* do NOT apply to:
 - i. Projects that have been through the formal bidding process without receiving any responsive bids or proposals.
 - ii. Projects involving repair or maintenance of an existing public facility.
 - iii. Projects using appropriately-licensed Town employees to perform the work (after holding any required public hearing).
 - iv. Projects undertaken exclusively as part of a public educational program.

- v. Projects whose funding source will be disqualified or lost because the formal bidding process will take longer than the time within which the funding source must be spent.
- vi. Projects where the successful bidder has either abandoned the job before completion or been terminated by the Town.

NOTE: The dollar amounts listed in this Section III(N) that are set by state statutes may change over time (higher or lower). Staff has the responsibility to confirm the correct and appropriate amount before proceeding with a purchase.

SECTION IV – EXCEPTIONS TO GENERAL PURCHASING POLICIES

To the extent described below, and except as otherwise provided by state law, the following types of purchases are not required to comply with the General Purchasing Policies set forth in Section III of the Purchasing Manual. These purchases, while not subject to the competitive procurement requirements, are still subject to approval by the individuals authorized to approve purchases at various dollar thresholds as outlined in Section III.

A. Sole Source Procurement

Subject to written justification by the ordering department, the concurrence of the Purchasing Administrator, and the advanced approval of the Town Manager or his or her designee, non-emergency Sole Source Procurement may be awarded for a supply, service or construction item costing up to twenty-five thousand dollars (\$ 25,000) without competition when it is determined that there is only one source available (e.g. repairs or additions from the original equipment manufacturer, only supplier in the area, franchised or licensed distributor or service, patented or proprietary item), or by negotiation where the procurement by competitive procedures is not feasible (e.g. specifications cannot be clearly drawn) nor practical (e.g. bids were solicited but no responsive bid was received from a responsible bidder).

Personal preference or convenience in the absence of identifiable offsetting cost savings are not sufficient reasons for spending public funds under non-competitive conditions. Each sole source procurement must be justified in writing by the Town official/employee seeking to make a sole source procurement, and, in the case of construction/modification/alteration/repair of any publicly owned facility, recommended in writing by the project architect/engineer (per *Florida Statutes Section 255.04*). Where standardization is determined to be desirable by the Department Director or Purchasing Administrator, the purchase of goods and services may be by negotiation with the written approval of the Town Manager. If (a) items were purchased under a competitive quote process previously, (b) additional or replacement items are being purchased and there is an aesthetic or standardization need for identical items to be utilized and (c) those identical items are only available from that same source, the purchase may be considered a sole source purchase for aesthetic or standardization reasons.

Non-emergency sole source procurements costing more than twenty-five thousand dollars (\$25,000) must be approved in advance by the Town Commission. Purchases may not be artificially divided for the purpose of avoiding Town Commission approval.

B. Emergency Procurements

The Town Manager may make emergency procurements of budgeted commodities or contractual services even if the cost exceeds twenty-five thousand dollars (\$25,000) when there exists any level of emergency under the Town's current Comprehensive Emergency Operations Plan or a clear and present threat to public health, property, welfare, safety or other substantial loss to the Town, provided, however that such

emergency procurements shall be made with such competition as is practicable under the circumstances. In cases of emergency, as defined in Section 255.0525 of the Florida Statutes, the procedures required by Section 255.0525 for construction projects which are estimated to cost more than the statutory minimums, may be altered by the Town in any manner that is reasonable under the emergency circumstances.

A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of the emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the commodity or contractual service procured under this contract, contractor invoices/receipts and the number of the purchase order, if any.

In order to maximize the recovery of Town funds, emergency procurements for which insurance, federal and/or state (e.g. FEMA) reimbursement is anticipated should comply with the current insurance policy or federal/state program procurement requirements (e.g. 44 CFR Parts 13 and 206). Unless otherwise directed by the Town Manager, all emergency procurements shall be reviewed for reimbursement eligibility sufficiency by the Purchasing Administrator prior to the execution of an emergency procurement.

The Town Commission shall be notified of such emergency procurements in excess of twenty-five thousand dollars (\$25,000) at the first Town Commission meeting held after the emergency procurement.

In any event, any increase over the original amount of an emergency procurement reported to the Town Commission exceeding ten percent (10%) must be reported to the Town Commission to be noted for the record.

C. Grants

In any situation where compliance with the Town's General Purchasing Policy will place the Town in conflict with the terms of any grant, the Town shall comply with such grant requirements which are mandatorily applicable and which are either not reflected in the General Purchasing Policies or are contrary to provisions of the General Purchasing Policies. This includes, but is not limited to, Federal Emergency Management Agency (FEMA) disaster recovery assistance per 44 CFR Parts 13 and 206.

D. Professional Services

Subject to compliance with applicable state law, professional services in amounts that exceed twenty-five thousand dollars (\$25,000) may be exempted from the competitive procurement requirements by the Town Commission upon a finding that such procurement is in the best interest of the Town.

At the discretion of the Town Manager, contracts for professional services are exempt from the competitive procurement requirements in amounts up to twenty-five thousand dollars (\$25,000).

Any applicable state law, such as the auditor selection procedures (*Florida Statutes Section 218.391*) and *Florida Statutes Section 287.055* (The Consultants' Competitive Negotiation Act), shall be followed if the services being acquired are of a nature and amount that would cause them to be subject to those statutory provisions.

The Town Manager is authorized to enter into multiple awards, open-end, fixed, or any other legal contracts for professional services not covered by *Florida Statutes Section 218.391* or *Florida Statutes Section 287.055* (Consultants' Competitive Negotiation Act) by issuing purchase orders to vendors with continuing budgeted contracts approved by the Town Commission.

E. Cooperative Purchasing (Piggybacking)

1. All purchases of commodities or services under the provisions of federal, state, or a state's political subdivisions' purchasing contracts shall be exempt from the requirements of Section III, provided that the following criteria are all satisfied:
 - a. The terms and conditions of the original contract (including any user surcharge pursuant to *Florida Statutes Sections 287.056 and 287.1345*) are satisfactory to the Town.
 - b. The original contract is current and resulted from a competitive vendor selection process.
 - c. The Department Director or Purchasing Administrator has performed a market survey to determine if the prices of the original contract are fair and reasonable.
 - d. The Town Commission authorizes such procurement when the cost of the commodities or services exceeds the Town Manager's purchasing authority.
 - e. In utilizing other agencies' contracts, the Town may order lesser quantities than provided in the contract on which the Town is piggybacking as long as the unit cost is the same or less than it was in the original contract. Likewise, the Town can negotiate with the vendor a cost lower than that in the contract being piggy-backed in the event that the amount of work that would need to be done in a smaller municipality such as the Town is reasonably assumed to be less than required for a larger city or organization.

- f. The Town may exercise any extension options provided in the original contract when utilizing other government agencies' contracts even if the other government agency with the original contract does not exercise the extension option.
2. The Town may procure goods and services via contracts that result from the Town's participation in cooperative purchasing groups with other governmental agencies or the Town's use of contracts from state or national cooperative purchasing networks that awarded contracts through open competition.

F. Travel, Meals and Entertainment

At the discretion of the Town Manager or designee, the Town will pay for the following reasonable and necessary expenses associated with travel and transportation resulting from an employee's or other authorized person's attendance at any meeting, seminar, conference or convention which has been properly approved as having a demonstrated benefit to the Town.

Payments made under this policy are subject to the following limitations and restrictions:

1. **Airfare** is restricted to exclude the cost of first or business class fare. Reservations should be made as far in advance as possible to allow for the lowest possible fare. Quotes for fares shall be obtained from at least three airlines. The lowest fare with a reasonable travel time should be selected.

It is not permissible to select a higher fare ticket because the traveler has a loyalty affiliation with a particular carrier. If the traveler wishes to utilize an airline with which they have a loyalty affiliation, they must reimburse the Town the difference between that fare and the lowest fare available on other airlines with a reasonable travel schedule.

The fare search results from an on-line travel website that displays multiple airlines fares should be printed and submitted with the request for travel expense reimbursement. If the traveler booked an airfare that was higher than was reasonable given the alternatives, they shall only be reimbursed for the lowest fare that was available with a reasonable travel time. The Town Manager or Deputy Town Manager shall make the determination on what is a "reasonable travel time" in such cases.

2. **Automobiles** may be rented for remote, extended or emergency travel, subject to the following:
 - a. The location of the meeting, seminar, conference, or convention is different than that of the lodging accommodations, or

- b. The rental of the automobile is less expensive than other forms of transportation between the lodging and meeting place plus the cost of transport to and from the airport, or
 - c. Rental car tariffs under the state contract must be consulted and used if they are lower than rates that can be attained through other sources.
- 3. **Insurance** is not an allowable expense unless approved in advance of the trip by the Purchasing Administrator.
- 4. **Parking and toll** reimbursement will be allowed provided that the costs are documented and reasonable. Parking at airport or near-airport parking lots will be reimbursed only if the total cost is less than the cost of taxi fare to and from the traveler's home. Transfers from airport to hotel will be reimbursed if submitted upon return from the trip with a receipt.
- 5. **Registration** payments will be made directly by the Town or reimbursed to the employee. Registration fees that exceed the advanced registration fees must be approved by the Town Manager.
- 6. **Meals** for other than local travel (Dade, Broward and Palm Beach counties) will be paid in accordance with the prevailing per diem established by the Internal Revenue Code Continental U.S. rate for meals and incidental expenses, if receipts are not submitted, reduced proportionately for partial days or meals provided through registration of airfare. Such payment is inclusive of all meal-related expenses including non-alcoholic drinks, and tips. The Town Manager can approve additional expenditures substantiated by receipts when the expenditures have a demonstrated benefit to the Town.

Per Diem amounts paid will be reduced by one-third if the employee begins travel after 9:00 a.m. and/or ends travel before 6:00 p.m. Additionally, all meals otherwise provided in the room rate or in the conference registration fees or prepaid by the Town, exclusive of continental breakfasts, will reduce per diem payments.

Employees will not be entitled to any meal reimbursement for local travel except for meals at professional association meetings (Dade, Broward and Palm Beach counties) unless the employee attended to other business during the time of the pre-paid meal and the Town Manager approves that exception.

- 7. **Lodging** for traveling employees will be reimbursed for the conference or seminar hotel or, in the case of travel not associated with a seminar or conference, at a mid-range priced hotel near the site where the Town's business is being conducted. All reasonable efforts shall be made to have the hotel honor the Town's tax exempt status.

8. **Mileage** reimbursement payments to employees who use their personal vehicle for local travel (Dade, Broward and Palm Beach) will be made at the amounts and limits set by the Internal Revenue Code of the United States of America unless the employee is assigned a Town vehicle or is paid an automobile allowance. The cost of gasoline for a Town vehicle will be reimbursed upon presentation of receipts. Employees who are provided an automobile allowance may not also use a Town vehicle for travel or transportation purposes except under circumstances approved by the Town Manager. Employees seeking payment for use of their personal vehicle must submit a properly completed Claim for Mileage Reimbursement form to the Purchasing Administrator.
9. **Tips.** Employees may be reimbursed for small, customary tips for assistance with luggage or hotel services etc. without being required to provide a receipt.
10. **A Travel Expense Statement** must be completed before and/or after attending meetings, seminars, conferences, and conventions, as documentation for all related travel and transportation costs as well as the costs of registration. The Travel Expense Statement must be submitted for approval to the Purchasing Administrator within two (2) weeks of return for all types of travel.

Travelers who fail to submit the Travel Reimbursement Form will be responsible for all costs advanced for the travel. Receipts for all expenses for which the employee is seeking reimbursement, or was advanced funds for travel, must be attached to the Travel Expense Statement. Any incomplete form will be returned by the Purchasing Administrator to the originating department for correction.

It is the responsibility of the originating department to make sure all paperwork is properly submitted in sufficient time to allow for all approvals and to allow the Finance Department adequate time to prepare advance checks for the traveler.

If an employee who was advanced funds for travel does not submit receipts documenting the expenditure of those funds in compliance with these policies, the employee will be required to reimburse the Town for funds not documented in a properly submitted travel expense report.

G. Purchasing Card (P Card)

The Purchasing Card Program is subject to such policy adopted by the Town Commission and is incorporated herein by reference.

H. Exempt Items

The following types of expenditures are not subject to the provisions of Section III of this Purchasing Manual and do not require the use of a Purchase Requisition or Purchase Order.

1. Budgeted utility bills for electricity, natural gas, telephone, water, sewer, or garbage/trash collection.
2. Health-related insurance must be competitively bid per Fla. Stat. Section 112.08, and extensions shall be as provided for in the contract that results from the bid.
3. Property, liability, automobile, or workers' compensation insurance premiums can be extended with increases of no more than 5% per year without being rebid, but competitive quotes for these insurance policies should be obtained at a minimum of every three years.
4. Budgeted payments of principal and interest or lease obligations originally approved by the Town Commission. Budgeted pension contributions and deferred compensation contributions. Unemployment compensation billings from the State of Florida.
5. Remittance of taxes or fees collected on behalf of other governmental entities. Purchase of investment instruments that are made in accord with the Town's investment policy.
6. Budgeted services that involve special skill, ability, training, or expertise of a unique, original or creative nature (such as musicians, performers, speakers).
7. Legal services.
8. Payments made under order of a court determined by the Town Attorney to have competent jurisdiction, or settlements of legal claims where the Town Manager deems it is more cost-effective to settle such claims than to incur the legal costs and time inherent in defending the Town. However, such settlements are subject to the approval thresholds set out in Section III by dollar amounts.
9. Advertising costs. This includes, but is not limited to, advertising for procurements, legal notices, recruitment of staff, special events, and the cost of advertising to market the Town.
10. Contracts for grants, services, goods or shared services with other governmental entities or not-for-profit organizations provided that the prices being paid for such goods or services are reasonable and competitive with the marketplace, or that such contracts assure security or continuity of service that is deemed essential, or when services are needed on a temporary basis and does not warrant the cost to go through a formal procurement effort.
11. Use of temporary service providers or independent contractors to fill vacant, budgeted staff positions provided that funds are budgeted to cover these expenses.
12. Payments made to non-profit organizations authorized by the Town Commission.

I. Open/Blanket Purchase Orders

Open/blanket purchase orders may be issued by the Purchasing Administrator only for recurring budgeted procurement of indefinite unspecified types, quantities, and/or unit costs of goods or services from a specified vendor within the current fiscal year on an “as needed” basis. However, individual open/blanket purchase orders for more than three thousand dollars (\$3,000) are subject to the required documentation and thresholds. Also, recurring budgeted procurements of similar goods or services during each fiscal year shall be aggregated for the purpose of applying the purchase approval requirements.

J. Real Estate Acquisition

The purchase of real property is governed by Florida Statutes Section 166.045, as amended from time to time.

The following land acquisition procedures shall be employed whenever the Town seeks to acquire, by purchase, any real property.

1. Prior to initiating any negotiations for the acquisition of any real property with the property owner, the Town shall obtain a written appraisal performed by a state certified real estate appraiser with an MAI designation. Two (2) appraisals are required when the value of the first appraisal exceeds two hundred fifty thousand dollars (\$500,000). Appraisers selected to appraise real property pursuant to this Section shall submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property that is the subject of the appraisal.
2. Appraisal reports, offers and counter-offers are exempt from the provisions of *Florida Statutes Section 119.07(1)* (Public Records Law) for a period of time as provided in *Florida Statutes Section 166.045*, as amended from time to time.
3. No negotiations may be commenced or offer or counteroffer made by the Town for the acquisition by purchase of real property without prior authorization of the Town Commission.
4. Upon commencement of negotiations, the Town shall inform the property owner, in writing, that all agreements for the purchase of real property are subject to approval by the Town Commission.
5. Any agreement by the Town to purchase real property shall be submitted to the Town Commission for approval at a public meeting after thirty (30) days public notice. Notice of the proposed purchase of real property shall be published in a newspaper of general circulation in the Town.
6. Evidence of marketable title in the form of (i) the property owner’s existing title insurance policy or (ii) a title search with title opinion from the property owner’s

attorney shall be provided to the Town, by the property owner at the property owner's expense, not later than five (5) business days after the execution of the purchase and sale agreement.

7. If the agreed purchase price exceeds the average appraised price of the two appraisals, the governing body is required to approve the purchase by a majority-plus one vote of the Town Commission. (See Section 166.045(1)(b), Fla. Stat.).
8. In order to prevent the premature disclosure of the Town's interest in acquiring a specific parcel of real estate, the Town Manager may expend up to thirty thousand dollars (\$30,000) on related appraisals, and environmental studies without Town Commission approval.

K. Leasing Town-Owned Real Property

The Town shall have a market analysis done of prevailing market lease rates for like or similar property in advance of leasing Town-owned property, when such lease shall be for a period of two years or more. The Town is not obligated to attain those market rates in the lease, but the market lease rate analysis shall be provided to the Town Commission at a public meeting at which the proposed lease is presented for approval.

Sidewalk café leases, encroachment agreements, and parking space leases are exempt from this requirement.

L. Waiver of Purchasing Procedures

The Town Commission may waive Town purchasing requirements when they find that an alternative purchasing method is in the best interest of the Town.

SECTION V – ASSET DISPOSAL

A. Confiscated, Unclaimed or Abandoned Property

Unless Florida Statutes or grant agreements provide otherwise (e.g. property subject to *Florida Statutes Chapter 717*), all confiscated, unclaimed, or abandoned property coming into the possession of the Town, or any property other than real property (improved or unimproved) owned by the Town which has become obsolete or which the Town has no need of, shall be disposed of in whichever of the following ways is determined by the Town Manager or designee to be in the best interest of the Town.

1. Transfer to another governmental or non-profit entity with the approval of the Town Commission.
2. Trade-in on new property.
3. Sale at a public auction conducted by a qualified auctioneer.
 - a. In the event of a physical, public auction, the Purchasing Administrator shall ensure procedures are established to assure disposal of the auctioned property and to provide an accounting of the auction results.
 - b. The Town Clerk shall advertise the date, time, and location of the physical, public auction at least ten (10) days in advance of the auction date. The advertisement may be made on the Town website, through flyers or mailings, or through a newspaper advertisement or a combination of those methods. The value of the equipment and property to auction shall be considered in determining the extent and methods of advertising to be employed.
 - c. The Purchasing Administrator or designee must be present at the auction during the sale of Town property, except in the case of an internet auction.
 - d. the contract with the auctioneer shall require that the auctioneer shall make payment to the Town within fifteen (15) days from the date the auction is held. In addition to the payment, the auctioneer shall provide the Town with sales receipts showing tag number, sale price and to whom each item was sold.
4. The Purchasing Administrator shall research and utilize online auctions as an option for disposal of Town property excluding real property, where appropriate. Town staff shall make some assessment of the value of the property to be auctioned prior to the online auction and set a minimum bid price.

B. Real Property

The following bidding procedures shall be employed whenever the Town seeks to sell and convey any real property belonging to the Town.

1. Prior to advertising for bids on Town-owned real property, the Town shall obtain at least one written appraisal performed by a state certified real estate appraiser with an MAI designation. Appraisers selected to appraise real property pursuant to this Section shall, prior to contracting with the Town for appraisal services, submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property which is the subject of the appraisal.
2. Public notice of the invitation to bid calling for bids for the purchase of the subject real property shall be published once a week for at least two (2) weeks in a newspaper of general Broward County circulation.
3. The contract for purchase shall be awarded to the highest bidder whose bid meets the requirements and criteria set forth in the invitation to bid and instructions to bidders unless the Town Commission rejects all bids because they are too low.
4. Bid security shall be required for all bids for the purchase of Town-owned real property in an amount equal to ten percent (10%) of the highest appraisal value of the property.
5. Disposal of the Town-owned El Prado property is subject to the restrictions contained in Section 7.2 of the Town Charter.

C. Disposal of Surplus, Obsolete, or Damaged Equipment

1. The Town Manager or designee shall determine whether equipment is surplus, obsolete or damaged, and shall determine the method of disposing of such equipment.
2. Town staff may discard surplus, obsolete or damaged equipment that has an estimated auction value of less than \$50.
3. Town staff may sell metal and other items that have recyclable value to scrap metal dealers, scrap electronics dealers, etc. after verifying and documenting that the price being paid is competitive with the prevailing local market rates.
4. Such equipment may be transferred to another governmental or non-profit entity with the approval of the Town Commission.
5. Such equipment may be used as a trade-in on new equipment.

6. Such equipment can be sold at a public auction conducted by a qualified auctioneer.
 - a. In the event of a physical, public auction, the Purchasing Administrator shall establish procedures to assure control of the property to be auctioned and provide an accounting of the auction results to the Town Manager.
 - b. The Town Clerk shall advertise the date, time, and location of the physical, public auction at least ten (10) days in advance of the auction date. The advertisement may be made on the Town website, through flyers or mailings, or through a newspaper advertisement or a combination of those methods. The value of the equipment and property to auction shall be considered in determining the extent and methods of advertising to be employed.
 - c. The Purchasing Administrator or designee must be present at the auction during the sale of Town property, except in the case of an internet auction.
 - d. The contract with the auctioneer shall require that the auctioneer shall make payment to the Town within fifteen (15) days from the date the auction is held. In addition to the payment, the auctioneer shall provide the Town with sales receipts showing tag number, sale price and to whom each item was sold.
7. The Purchasing Administrator shall research and utilize online auctions as an option for disposal of Town property excluding real property, where appropriate. Where practical Town staff shall make an assessment of the value of the property to be auctioned prior to the online auction and set a minimum bid price.

END OF PURCHASING MANUAL



Agenda Item No: 12.b.

Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Action Item

Agenda Section: OLD BUSINESS

Subject Title: Reconsideration for Code Mitigation for 1500 South Ocean Boulevard, Unit #1608

Explanation: The Town received a mitigation application (**Exhibit 1**) from property owner Mirtha Reinkendorf-Masias for the condominium unit located at Leisure Towers Condominium, 1500 South Ocean Boulevard, Unit #1608, on November 15, 2022.

The property was cited for work without permit and notice of hearing for interior renovations of the unit without permits was issued. The property's violation and permit history is below and attached as **Exhibit 2**.

Table 1: Code Case #15110003 Fines Summary

Violation Description	Days In Violation	Daily Fine	Total Due	Settlement Offered	Reduction Requested
FBC 105.1 (Interior Renovations Without Permit)	231 days	\$100	\$23,100	\$1,155	95%

SafeBuilt, our Code Compliance contractor, presented the mitigation application to the Town Commission for consideration on February 28, 2023 and the applicant was ordered to pay 25% (\$17,325) of the total fine due within 30 days of the hearing (**Exhibit 3**). After speaking with the property owner after the hearing, staff re-reviewed the code case to review some of her concerns and found that they were valid. Because the information that was originally presented to the Commission was not accurate, staff is suggesting that the Commission reconsider the mitigation.

Originally, the Commission based their decision to require the owner to pay 25% of the original fine because SafeBuilt presented that she had not attended the hearings on January 27 or February 24th nor did she communicate with the staff. Our research found this to be incorrect. The presentation also suggested that the contractor that was hired to complete the construction ignored the original stop work violation. Staff determined that the original contractor honored the stop work order and the work that was occurring in the apartment after the order was issued was related to an asbestos survey.

Under the Town's procedures for relief from code enforcement liens (Resolution 2014-22, Policy Section 5) (**Exhibit 4**) the Commission shall consider all relevant factors to determine what relief, if any, is appropriate. In general, staff does not make recommendations for the mitigation amount.

However, due to the nature of the case, staff is recommending that the Commission reconsider the mitigation and require a 5% payment (\$1,155) instead of a 25% payment (17,325). Since the time of the re-review, procedures have been implemented which will ensure the error does not happen again.

Recommendation: Staff recommends the Commission rehear from the applicant's representative, and require a 5% payment (\$1,155) which shall be paid in full within 30 days.

Exhibits:

1. 11-15-22 App for Mitigation of Fines 21100009 1500 S Ocean 1608
2. Timeline and Chronology
3. 2-28-23 Regular Commission Meeting Minutes
4. Resolution 2014-22 Amendment to Code Enforcement Fines or Liens

LAUDERDALE•BY•THE•SEA

APPLICATION FOR MITIGATION OF LIEN

The Town accepts applications for code fine relief from owners of properties that have corrected all cited violations on the subject property. In certain very limited circumstances, the purchaser of a single-family property may apply for a code fine or lien reduction before all the violations are corrected.

The Town's policy and procedures for code relief are set forth in Resolution 2014-22, which is included at the end of this application. The applicant is required to read Resolution 2014-22 prior to submitting this application.

SECTION I. APPLICANT INFORMATION

Applicant's Name: MIRTHA REINKENDORF MASIAS

Applicant's Phone Number: (51)99351-4222 CELLULAR FROM PERU. COULD USE WHATSAPP

Applicant's Email Address: MREINKENDORF@EBDPERU.COM

Applicant's Mailing Address: 162 LAKE MONTERREY CIRCLE – BOYNTON BEACH

FLORIDA 33426

Applicant Questions

1. Have you read the attached Resolution 2014-22?

- ☒ Yes
☐ No

2. Are you the owner of the subject property?

- ☒ Yes
☐ No, I am the legal representative of the property or the owner in this matter and have attached supporting documentation of my position in relation to the property.



SECTION II. PROPERTY INFORMATION

Property Owner's Name: MIRTHA REINKENDORF MASIAS

Property Owner's Phone Number: (51) 99351-4222 CELLULAR

Property Owner's Email Address: MREINKENDORF@EBDPERU.COM

Property Owner's Mailing Address: 162 LAKE MONTERREY CIRCLE-BOYNTON BEACH

FLORIDA 33426

Property Questions

1. Is the property the subject of foreclosure or other legal proceedings?

☐ Yes (*additional information may be required to process the application*)

☒ No

2. Was the current owner also the owner at the time the violation occurred?

☒ Yes

☐ No, the previous owner's name was _____

3. Is the property currently homesteaded?

☐ Yes

☒ No, it is vacant.

☐ No, it is occupied by _____

4. Is the property currently for sale?

☐ Yes

☒ No



SECTION III. CASE INFORMATION

If there are multiple case numbers, please complete an additional page for each case

1. Case Number: 21100009
2. Reduced Payment Offer: _____
3. Did you expend costs to fix the violation?
☒ Yes (*must attach supporting documentation of costs*)
☐ No

SECTION IV. EXPLANATION AND SETTLEMENT OFFER

Justification of your Reduced Payment Offer amount must be provided for each case. Use this section to explain why the violation(s) occurred, actions you took to comply, and any relevant extenuating circumstances that contributed to the violation(s) or that delayed resolution.

Relevant factors you should consider include:

- The nature and gravity of the violation(s)
- Actions you took to correct the violation(s)
- The length of time it took to comply the violation(s)
- Actual costs you expended to cure the violation(s), (must be supported by documentation)
- Any other prior or current violations you committed on the subject property or upon any other property you own within the Town
- Whether there was any extraordinary hardship which existed or currently exists
- Whether the Applicant was the property owner when the fine or lien was imposed
- Whether the property is homestead or non-homestead property
- Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner

Violation occurred: I am a Peruvian 67 years old lady, widow (I live in Perú right now).

My son Karl, and I came to USA to buy an apartment with my retirement funds. Contracted an American company with American owner and I thought that as an American company will follow all the necessary rules and will have no problem. I trusted on him. I paid totally 24,000 dollars in advance to the constructor, he began the remodelation of the apartment without permit! He worked for 3 days only. I was on that time already in Perú. We did not know he was doing that. I also signed permit documents he sent to me.

Actions taken to comply: I personally came from my country specially to the first hearing at the City Hall, I really was very worry about this. After this extension, he was in charge of presenting all the documents needed that I signed. Mr. Munoz (the constructor) only has a few communications to me. I call almost all the days, and wrote mails, whatsapp, messages, etc that he hardly replied and told me that all was Ok because he was preparing the correct documents and he will solve all the problems.

I came 4 times from Perú to Miami (and could not use my apartment, the City Hall ordered FLORIDA POWER LIGHT (FPL) to remove my electric meter) in order to see how is going all and have meetings with Greg Wienbarg (Code Compliance) and Mr. David Lee several times, but Mr. Munoz make offers that he did not comply each time. Finally, I decided not to work with him any more by the reasons of the problems and that he was cheating me but I lost my money (USD 24,000) because he told me as I do not want to work with him any more he will not give my money back!!! It is incredible. It is crazy. After the time passed I finally took the decision to take another Constructor that was USD 30,000 higher in price than Mr. Munoz and began all from 0. He obtained the permits already and I paid the permit and fine to obtain the permit



which was USD 8894.12 (August 15, 2022, attached the copy). Another extra cost due to Mr. Anthony Munoz for not doing the things on time and right.

I really do not know If I could finish the remodelation, due to all the extra costs I am having and that are out of my budget and out of my possibilities. Till now I do not have electric meter! Because FPL is with a lot of burden and is taken his time to reinstall again.

I also have a fine from Leisure Towers Condominium Association of USD 1000.00 for working with the permit. I am attaching the document

Nature and gravity of the violation: work without permit. I was the owner of the apartment when the violation occurred, but I was in Perú waiting for the apartment to be ready. But it has passed almost a year and each time I came to see the apartment and the problems of the same I have to go to a friend home and pay for my stay, spend more money coming several times than expected. Having to pay higher airlines tickets to be in the hearing, and lost the tranquility of my life! I have paid money that was not on my budget as:

Higher costs of the materials due to the worldwide situation, pay fine of the permit, pay a higher amount for the new constructor, I bought a bed that cannot be delivered to my home and they will request to pay for the warehouse, and a lot of problems that you can't imagine. Besides of these I lost all the money I paid to Mr. Anthony Munoz. I do not have money to take a lawyer. The property is homestead.

I really do this purchase of the apartment because it was my dream but now it is my nightmare! I feel like it will never be possible to be there with my granddaughter.

I am attaching all the proof of the communications (mails/whatsapp, etc) I had with Mr. Munoz for you to see that it was not my intention to do this wrong, I want to do all ok. I came to your country all the years for almost 30 years and never had problems. I do the things always right and that is the reason I selected an American constructing company, just to be sure all will be done right, but all was the contrary, all was wrong!

I express my apologies for the problems caused, but be sure I do all to do the things right and not wrong. Please believe me, I am in an age that I want to have peace of mind and not problems.

SUMMARY:

- 1) I lost the money (advance payment of almost 50%) I paid to the constructor.
- 2) I paid extra expenses for coming several times to USA for the problems arose.
- 3) I paid fine to obtain the permit to the Town
- 4) I paid more to a new constructor for arranging the problems I had
- 5) I am paying more expensive materials
- 6) I have a fine imposed by the Condominium
- 7) I have a fine imposed by Town of LBTS
- 8) I lost a part of my lifetime and money from my retirement funds

SECTION IV. REVIEW AND SIGNATURE

IMPORTANT: Before you submit this application, please review it to ensure you have completed all sections in full and have included all required supplementary information.

Applicant's Affidavit

I HEREBY DECLARE that all information provided in this application is true and correct.

Applicant's Signature: _____

Printed Name: MIRTHA REINKENDORF MASIAS

CERTIFICO: QUE LA FIRMA QUE APARECE EN EL ANVERSO DEL PRESENTE DOCUMENTO CORRESPONDE A: **MIRTHA HAYDEE REINKENDORF MASIAS**, IDENTIFICADA CON D.N.I. N° 09140601, QUIEN FIRMA EN REPRESENTACIÓN DE **E-BUSINESS DISTRIBUTION PERÚ S.A.**, SEGÚN PODER INSCRITO EN LA PARTIDA N° 11203661 DEL REGISTRO DE PERSONAS JURÍDICAS DE LIMA; FIRMA QUE LEGALIZO SIN RESPONSABILIDAD SOBRE EL CONTENIDO DEL DOCUMENTO.- LIMA, 09 DE NOVIEMBRE DE 2022.




Ricardo Fernandini Barreda
Notario de Lima



STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

SWORN TO and subscribed before me by means of:

☐ physical presence

☐ online notarization

this ____ day of _____, 20____.

NOTARY PUBLIC, State of Florida

☐ Affiant is personally known

☐ Affiant produced the following identification: _____



Page



SUMMARY OF COMMUNICATIONS WITH CONSTRUCTOR ANTHONY MUNOZ					
ITEM	FROM	TO	DATE	HOUR	SUMMARY
PAYMENT THRU BANK OF AMERICA			1-Oct-21		CONTRACT FOR \$45,000
	MIRTHA	ANTHONY	4-Oct-21	14:52	PAID THRU WIRE TRANSFER OF BOFA USD 20,000 IN ADVANCE
	ANTHONY	KARL	7-Oct-21	08:39	PERMIT APPLICATION (SENDS FORMAT TO BE FULFILLED TO REQUEST PERMIT FORM THE CITY.
	MIRTHA	ANTHONY	8-Oct-21	5:41PM	ENCLOSE THE DOCUMENTS (PERMIT APPLICATION) YOU REQUESTED ALREADY FULFILLED.
	ANTHONY	MIRTHA	11-Oct-21	14:22	PIDE SE SCANEE EL DOCUMENTO (PERMIT APPLICATION FIRMADO) PARA EL IMPRIMIRLO LUEGO
	MIRTHA	ANTHONY	11-Oct-21	14:31	I QUESTION IF THE DOCUMENT IS A NEW ONE.
TOWN OF LAUDERDALE BY THE SEA			13-Oct-21	12:00AM	CASE # 21100009. RECEIVE A LETTER OF CODE COMPLIANCE NOTICE OF VIOLATION AND NOTICE OF HEARING
					CITATION FOR HEARING NOV. 18, 2021 AT 5PM AT TOWN OF LAUDERDALE BY THE SEA JARVIS HALL.
	MIRTHA	ANTHONY	1-Dic-21	3:36PM	WE SEND THE DRAWING OF THE APARTMENT.
	MIRTHA	ANTHONY	1-Dic-21	15:44	WE SEND THE CORRECT DRAFT OF THE APARTMENT
	MIRTHA	ANTHONY	22-Feb-22	20:38	VERY WORRY I AM IN PERU RIGHT NOW. IT WAS SUPPOSED YOU PRESENT SOME DOCUMENTS LAST WEEK TO THE
					CITY HALL. FEB 24 IS THE AUDIENCE AGAIN IN THE CITY HALL OF FORT LAUDERDALE BY THE SEA, AND I DO NOT KNOW WHAT IS
					HAPPENING. YOU PROMISED TO SEND INFO ON FEB 17 BUT NOTHING! NEITHER NEWS WERE RECEIVED. I DO NOT
					RECEIVE YOUR REPLY TO MY WHATSSAPP OR MESSAGE OR EMAILS. THERE IS A VERY BIG PENALTY!
					SHOULD I BE WORRY? PLS RESPOND EARLY MORNING FOR MY TRANQUILITY.
	MIRTHA	ANTHONY	4-Mar-22	03:14PM	ANTHONY IS IMPOSSIBLE TO REACH YOU BY PHONE!WHATSAPP OR MESSENGER. WHAT CAN I DO TO HAVE A REPLY. I CAN NOT CONTINUE WITHOUT COMMUNICATION NEITHER NEWS ABOUT THE APARTMENT!
	ANTHONY	MIRTHA	9-Mar-22	09:57AM	NOW WE REQUIRE AN ASBESTO REPORT.APOLOGIES FOR NOT ANSWERING .I WILL KEEP YOU POSTED ON EVERYTHING.
	MIRTHA	ANTHONY	18-Mar		WHEN DO YOU EXPECT TO HAVE THE REPORT FROM THE ASBESTO COMPANY?
	ANTHONY	MIRTHA	18-Mar-22		I AM WAITING FOR THE ASBESTO COMPANY THAT I HAD TO HIRE TO COME OUT AND DO A REPORT.
	MIRTHA	ANTHONY	18-Mar	12:46AM	IT IS SUPPOSED YOU PRESENTED THE DOCUMENTS LAST FRIDAY. I DO NOT HAVE NEWS. PLEASE REPLY
	LEISURE TOWERS	MIRTHA	22-Mar-22	13:59	NOTE FROM MANAGER ABOUT CONSTRUCTION DEBRIS ON MY BALCONY.
					THEY GAVE 2 DAYS TO MOVE THE DEBRIS OR THEY WILL DO AND CHARGE TO ME THE COST.
	MIRTHA	ANTHONY	22-Mar-22	4:03PM	REQUEST ANTHONY TO MOVE THE DEBRIS IN 2 DAYS
	ANTHONY	MIRTHA	22-Mar-22	16:12	I WILL ARRANGE TO DO.
	MIRTHA	ANTHONY	22-Mar-22	16:33	GIVE ME AN UPDATE OF THE DOCUMENTS AND IF YOU HAVE PRESENTED TO THE CITY HALL FOR PERMISSION. WHEN DO
					YOU EXPECT TO HAVE THE AUTHORIZATION TO BEGIN THE WORK. IT IS URGENT FOR US TO KNOW. IT HAS PASSED SEVERAL MONTHS!
	ANTHONY	MIRTHA	2-Abr-22	11:01	ASBESTO QUOTE
					REQUEST USD 3500 FOR ARCHITECTURAL DRAWING AND \$ 1145 FOR ASBESTO REPORT. HE NEED THIS NEW PAYMENT TO
					MOVE FORWARD WITH THE REPORT AND THE CITY.
	MIRTHA	ANTHONY	7-Abr-22	8:42PM	TAKE A LOOK TO THE ENCLOSED DOCUMENTS (THE CONTRACT) IT SAYS PERMITS ARE INCLUDED (IN THE PRICE)
					LET ME KNOW TO FINISH THIS.
	ANTHONY	MIRTHA	8-Abr-22	16:50	YES, THE PERMITS ARE INCLUDED, BUT THE BLUE PRINTS & ASBESTO REPORTS ISN'T. PLS LET ME KNOW WE ARE WE GO
					FROM HERE AS WE NEED TO SCHEDULE.
	MIRTHA	ANTHONY	8-Abr-22	18:35	CAN I CALL YOU TOMORROW?
	ANTHONY	MIRTHA	8-Abr-22	19:18	YES
	BANK OF AMERICA		14-Abr-22	06:11	TRANSFER FROM MIRTHA FROM HER ACCOUNT OF BANK OF AMERICA \$4000 FOR PAYMENT OF ASBESTO REPORT & BLUE PRINTS.
	MIRTHA	ANTHONY	20-Abr-22	10:02PM	PLS CONFIRM THAT ALL IS GOING OK. AND WHEN YOU EXPECT TO HAVE THE AUTHORIZATION DOCUMENTS FROM THE CITY
					IN YOUR HANDS. I WILL BE AGAIN IN MIAMI ON MAY 13 AND I WOULD LIKE TO USE MY APARTMENT.
	ANTHONY	MIRTHA	21-Abr-22	08:32	EVERYTHING IS MOVING FORWARD. ASBESTO COMPANY WILL BE THERE THE FIRST OF NEXT WEEK AND ONCE I HAVE THE
					REPORT I WILL SUBMIT ALL THE PAPERWORK AT ONCE TO THE CITY. I WILL KEEP YOU INFORMED.
LEISURE TOWERS		MIRTHA	29-Abr-22	LETTER	LETTER OF NOTICE OF INTENT OF FINE - UNIT 1608
					INFORMING THAT THE LAUDERDALE BY THE SEA BUILDING OFFICIALS ON APRIL 27, 2022 THAT
					CONSTRUCTION/RENOVATION
					WORK WAS BEING PERFORMED IN MY UNIT WITHOUT THE REQUIRED PERMITS.
					PHOTO OF THE STICKER PUT ON MY UNIT DOOR TO SAY STOP WORK.

					THE LEISURE TOWER ASSOCIATION PROPOSE A FINE FROM \$100 DAILY UP TO \$1000.00
	MIRTHA	ANTHONY	29-Apr-22	22:01	AND NOW A NEW FINE WANTS TO BE PUT ON MY PROPERTY? WHAT CAN I RESPOND? I WILL AWAIT YOUR REPLY URGENTLY!
	MIRTHA	LEISURE TOWER	2-May-22	20:02	INFORM THE LEISURE TOWER THAT I AND ANTHONY WERE CALLING TO SPEAK ABOUT THE PROBLEM, BUT ONLY A MACHINE
					REPLIES.
			6-May	1:26 p. m.	CASE 21100009, ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN.
		ANTHONY	8-May-22	17:44	INFORMING THE CORRECT PERSONS TO COMMUNICATE TO SPEAK ABOUT THE PROBLEM
LETTER FROM LEISURE TOWERS		MIRTHA	10-May-22	16:45	UNIT 1608-ARCHITECTURAL REVIEW FORMS. ATTACHED PLS FIND THE ARCHITECTURAL REVIEW FORMS THAT NEED TO BE
					COMPLETED AND APPROVED. A REFUNDABLE CONTRACTOR DAMAGE DEPOSIT IN THE AMOUNT OF \$1500 IS ALSO REQUIRED.
	LEISURE T	MIRTHA	12-May-22	07:48	INFORMING THE UNITS THAT HAVE PERMIT FOR WORKS IN THE BUILDING
	MIRTHA	ANTHONY	12-May-22	7:15PM	PLS TAKE NOTE OF THE NOTICE OF LEISURE TOWERS. DID YOU ALREADY HAVE THE DOCUMENTS READY?
	ANTHONY	MIRTHA	13-May-22	09:24AM	NOT YET, HE SAID MONDAY FOR SURE.
FLORIDA POWER LIGHT	FPL	MIRTHA	13-May-22	1:42PM	INFORMING THAT THE METER FOR MY UNIT HAS BEEN REMOVED AND THE SERVICE DISCONNECTED! REQUEST THAT
					THE CONSTRUCTOR SHOULD CONTACT THEM FOR THE APPROPRIATE PERMITS
	MIRTHA	ANTHONY	16-May-22	07:41	MORE PROBLEMS! I DO NOT KNOW WHEY THEY DO THAT! I AM PAYING ALL THE MONTHS. WILL YOU PLEASE CHECK.
	MIRTHA	ANTHONY	16-May-22	07:44	TODAY YOU WILL HAVE ALL?
	ANTHONY	MIRTHA	16-May-22	3:59PM	I WILL CALL AND STRAIGHTEN THIS OUT. THIS WAS UNCALLED FOR. IT HAD TO BE FROM A COMPLAINT FROM SOMEONE
					IN THE BUILDING. ASBESTOS REPORT WILL BE IN MY HANDS IN THE MORNING AND I WILL SUBMIT EVERYTHING
					TOMORROW AND CALL YOU WHEN I DO.
	MIRTHA	ANTHONY	16-May-22	17:15	I DO NOT UNDERSTAND WHY SOMEBODY COMPLAINT.
CITY HALL BY THE SEA			22-May		AFTER A LOT OF CALLS TO ANTHONY (I WAS IN MIAMI FOR THE PROBLEMS AND TO SPEAK WITH ANTHONY) WE WENT TOGETHER
					TO THE CITY HALL FOR A MEETING WITH GREG, AND DAVID LEE TOLD THAT WE NEED TO PRESENT TO THE BROWARD.ORG THE
					ASBESTO CERTIFICATE REPORT FOR CERTIFICATION ON LINE.
			26-May		ANTHONY FINALLY OPEN THE CASE IN THE BROWARD.ORG FOR CERTIFICATION BUT NEVER PRESENTED THE
					DOCUMENTS REQUESTED NEITHER PAID THE USD 50.00 REQUESTED TO DO THE CERTIFICATION. HE NEVER INFORMED ME THIS.
	MIRTHA	ANTHONY	31-May-22	19:55	UNIT 1608-ARCHITECTURAL REVIEW CHECKLIST. UNFORTUNATELY THE PROBLEMS ARE FOLLOWING. I FOUND THIS MAIL IN
					THE INBOX OF NO DESIRED MAILS. PLS KEEP ME UPDATED AND WHAT YOU ARE GOING TO DO WITH THIS. IT IS URGENTLY
					REQUESTED YOUR ACTION.
	MIRTHA	ANTHONY	10-Jun-22	3:05PM	MY SON KARL TOLD ME WHAT YOU SPOKE WITH HIM. I AM MORE WORRIED THAN EVER. I SPOKE TODAY WITH THE PERSON IN
					CHARGE AT THE Broward.Org AND HE TOLD YOU MISS TO PAY THE \$50 FOR THE REVIEW, SO NO REVIEW HAVE BEEN DONE.
					WE NEED YOUR INFORMATION TO PAY OURSELVES BY INTERNET. THE PERSON I SPOKE WAS CHAUMCEY, HE TOLD ME YOUR
					USER WAS 18USA24976869, BUT WE NEED YOUR CODE TO PAY, YOU ARE THE ONLY PERSON THAT HAVE THE CODE.
					PLS SEND IT ASAP TO PAY US AND BEGIN WITH THE PROCESS. IT IS VERY, VERY IMPORTANT YOU KNOW TO DO THIS TODAY.
	ANTHONY	MIRTHA	10 JUNE 2022	14:57	THE USER NAME IS CC.CONTRACTINGCORP@GMAIL.COM AND PASSWOD IS CONDOPROJECT1
	MIRTHA	ANTHONY	10 JUNE 2022	18:23	I HAVE ALREADY PAID A FEW MINUTES AGO THE \$50 REVIEW OF BROWARD.ORG I AM ATTACHING THE DOCUMENTS THAT
					STATE THAT PAYMENT. PLS KEEP IN CONTACT WITH US.
	MIRTHA	ANTHONY	17 JUNE 2022	18:39	I NEED TO SPEAK WITH YOU ABOUT THE FOLLOWING STEPS TO FOLLOW. WHEN IS THE BEST DAY AND HOUR TO SPEAK WITH
					YOU, PLEASE.
	MIRTHA	ANTHONY	20 JUNE 2022	05:36	I HAVE NOT RECEIVED YOUR REPLY. DO YOU UNDERSTAND IT IS URGENTLY?
	MIRTHA	ANTHONY	20 JUNE 2022	14:19	SURPRISE!!! I SPOKE TODAY WITH BROWARD.ORG AND TOLD ME YOU HAVE NOT PRESENTED THE REQUESTED DOCUMENTS.
					THE PLANS, DRAWINGS, THEY SEND YOU AN EMAIL ON JUNE 10 REQUESTING THIS!!

					I FEEL LIKE A FOOL HAVING TO MAKE YOUR WORK IF YOU ARE NOT GOING TO MAKE THE JOB DO NOT MAKE ME LOSE MY
					TIME AND MONEY, IT PASSED 1 MONTH SINCE I WAS IN POMPANO AND NOTHING BETTER HAS HAPPEN ONLY THAT YOU DO
					NOT WORK !!!
	MIRTHA	ANTHONY	26 JUNE 2022	11:07	MY BLUE PRINTS: ANTHONY YOUR DECISION OF NOT COMMUNICATING WITH ME OR MAKE YOUR WORK THAT I ALREADY PAID
					MAKE A GREAT HARM TO ME BESIDES THE FINE OF THE CITY HALL I NEED THE PLANS, BLUE PRINTS I PAID TO YOU
					AND SEND TO MY NICE HOUSE , MARISOL FLORES, 162 LAKE MONTERREY CIRCLE, BOYNTON BEACH, 33426
					I NEED THEM URGENTLY. PLEASE CONFIRM THAT YOU WILL SEND BY RETURN MAIL.
	MIRTHA	ANTHONY	3 JULY 2022	21:53	I SPOKE TODAY WITH THE CONSTRUCTOR MR FERNANDINI AND HE TOLD ME SPKE WITH YOU AND THAT YOU TOLD HIM THAT
					YOU WILL BEGIN MY WORK THIS TUESDAY JULY 5. PLS CONFIRM IT IS EXTREMELY IMPORTANT THAT YOU CONFIRM TO ME THAT.
CASE OVERVIEW (HISTORY) STATUS			6 JULY 2022		STATUS AND CASE HISTORY OF WHAT HAPPENED, ISSUED BY LAUDERDALE BY THE SEA, STATING AT THAT DATE A FINE OF
					USD 19,650 FOR DOING WORKS WITHOUT PERMITS
			6 AUG 2022		LETTER LEFT AT HOUSE OF ANTHONY MUÑOZ REQUESTING MY MONEY BACK
CITY HALL BY THE SEA	MIRTHA	DAVID LEE	15 AUG 2022	00:28	1500 S OCEAN BLVD UNIT 1608
					I AM MRS REINKENDORF THE OWNER OF SAID APARTMENT, I WAS IN YOUR OFFICE WITH THE FORMER , MR ANTHONY MUÑOZ,
					ENDING MAY (I DO NOT KNOW IF YOU REMEMBER ME) IT WAS SUPPOSED THAT HE WAS GOING TO PAY THE LICENSE AND YOU
					GAVE US THIS DAY THAT THE LICENSE COST FOR REMODELING WILL BE THE DOUBLE BECAUSE HE MADE DEMOLITION WITHOUT
					LICENSE. THE LICENSE WAS ABOUT \$ 1560 WITH THE DOUBLE YOU SAID IT WAS AROUND \$3560 APPROX. I DO NOT REMEMBER
					EXACTLY THE AMOUNT. FINALLY, HE DISAPPEARED WITH MY USD 24,000 I GAVE HIM. HE CHEATED ME ALL THIS TIME AS I LIVE
					IN PERU AND TRUSTED IN HIM. I LOST A LOT OF MONEY WITH THAT GUY, IT IS THE MONEY OF MY RETIREMENT FUND! CAN YOU
					IMAGINE HOW I FEEL? NOW, I HAVE A NEW CONSTRUCTOR AND HE ID DOING ALL OK. I HAVE TO PAY TO YOUR OFFICE, THIS
					WEEK THE LICENSE FEE. WILL YOU BE SO KIND TO FINALLY GIVE ME THE EXACT AMOUNT IN ORDER TO PAY FOR THE LICENSE.
					THANKS VERY MUCH FOR YOUR KIND ASSISTANCE.
	MIRTHA		AUG 15, 2022		PROOF OF PAYMENT OF \$ 8894.12 FOR THE FINE IN THE PERMIT FOR NOT HAVING MAKE THE TRAMIT BEFORE REDO, INSTEAD OF \$ 1500.00
	MIRTHA		AUG 15, 2022		PHOTOS THAT PROOF HOW MR. ANTHONY MUÑOZ LEFT THE APARTMENT, IN 3 DAYS OF WORK WITHOUT PERMIT!
					THE FINAL FINE OF LBTHE SEA IS USD 24,500!!!
NEW CONSTRUCTOR	MIRTHA		AUG 03, 2022		COPY OF CONTRACT WITH NEW CONSTRUCTOR FOR \$ 73,625
TOWN OF LAUDERDALE BY THE SEA			OCT 11, 2022		COPY OF AFFIDAVIT OF COMPLIANCE

CONSTRUCTOR INFORMATION

ANTHONY MUNOZ
 PHONE (754) 465-2061
 ADDRESS: 4425 SW 26TH Ave/FORT LAUDERDALE, FL 33312
 PLATES: KGC-A87, WHITE TRUCK
 MAIL: cc.contractingcorp@gmail.com
 (Clean Cut Contracting Company)



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

Sent To:

MASIAS, MIRTHA H
REINKENDORF

162 LAKE MONTEREY CIR
BOYNTON BEACH, FL 33426

Case #:

21100009

Date:

10/13/2021 12:00:00 AM

Property Owner:

MASIAS, MIRTHA H
REINKENDORF

162 LAKE MONTEREY CIR
BOYNTON BEACH, FL 33426

Property Description:

494307AG1160

Legal Description:

LEISURE TOWERS CONDO UNIT 1608
PER CDO BK/PG: 3767/824

AKA:

1550 S OCEAN BLVD, LAUDERDALE BY
THE SEA, FL 33062 1608

Mailing Purposes Only



Town of Lauderdale-By-The-Sea
4801 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

**CODE COMPLIANCE NOTICE OF VIOLATION
AND
NOTICE OF HEARING**

Date:

10/13/2021

Sent To:

MASIAS, MIRTHA H
REINKENDORF
162 LAKE MONTEREY CIR
BOYNTON BEACH, FL 33426

Case #:

21100009

Certified Mail #:

70190700000027912997

Property Owner:

MASIAS, MIRTHA H
REINKENDORF

Property Description:

162 LAKE MONTEREY CIR
BOYNTON BEACH, FL 33426

494307AG1160

AKA:

Legal Description:

1500 S OCEAN BLVD, LAUDERDALE BY
THE SEA, FL 33062 1608

LEISURE TOWERS CONDO UNIT 1608 PER CDO
BK/PG: 3767/824

YOU ARE HEREBY NOTIFIED that the undersigned Inspector alleges that on 10/13/2021 the following violation(s) of the Town of Lauderdale-By-The-Sea Code of Ordinances existed on the property above:

Chapter/Section	Description	Violation Description/Correction
Florida Building Code 6th Edition (2017) FBC BCA Section 105.1	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this Code, or to cause any such work to be done; or to change the Occupancy of a building or structure from one use Group to another requiring greater strength, means of egress, fire and sanitary provisions; or to change to an unauthorized or prohibited use; or to install or alter any equipment for which provision is made or the installation of which is regulated by this Code; shall first make application to the Building Official and/or Fire Code Official as indicated in the FFPC or a duly authorized representative and obtain the required permits. A permit shall be deemed...	FBC 105.1 - Interior renovations done without a Permit from the Town. As per Building Official: Interior remodel work without permit. Stop Work Order posted October 13, 2021. Corrective Action required: Please obtain an after-the-fact permit for the interior work done without a permit. Please comply with any stipulations of the permit(s), obtain all required inspections, and ensure that the permit(s) is Closed. For assistance with permitting or questions about the violation, you may contact the Building Department at 954-640-4215 or building@lbs-fl.gov.

Notes/Mean of Correction:

FBC 105.1 - Interior renovations done without a Permit from the Town.
As per Building Official: Interior remodel work without permit. Stop Work Order posted October 13, 2021.
Corrective Action required: Please obtain an after-the-fact permit for the interior work done without a permit. Please comply with any stipulations of the permit(s), obtain all required inspections, and ensure that the permit(s) is Closed.
For assistance with permitting or questions about the violation, you may contact the Building Department at 954-640-4215 or building@lbs-fl.gov.

If you have any questions or concerns, please contact code inspector Greg Wienburg at 954-531-5596, or via email gregw@lauderdalebythesea-fl.gov

If the referenced violations are corrected within 35 days from the date of issuance of this notice, you must contact the Code Compliance Inspector at 954-640-4220.

Should all violations not be corrected and approved by the undersigned Code Compliance Inspector within the date and time, specified above, you will be required to appear at the prosecution of this matter before the City's Special Magistrate for Code Compliance, pursuant to Chapter 6.5 of The Town of Lauderdale-By-The-Sea Code of Ordinances and Chapter 162, Florida Statutes.

IMPORTANT - READ CAREFULLY

Code Meeting Procedures & Information

A Code Hearing has been set for you on the 18th day of November, 2021 at 5:00 P.M. in the Town of Lauderdale-By-The-Sea's Jarvis Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308.

You are required to be present at this hearing to avoid the issuance of an Order of default against you. If you fail to appear at the Code Hearing, you shall be deemed to have waived your rights to contest this Notice of Violation citation and judgment may be entered against you plus administrative cost. The Order may impose a daily fine of up to \$250.00 per day, starting after the formal code hearing is held and the issuance of a written Order. Fines of up to \$5,000.00 per violation(s) may be imposed if the Special Magistrate finds any violation(s) to be irreparable or irreversible in nature. Further, the Order will have the force of law, commanding you to take whatever steps are necessary to bring the violation(s) into compliance by a certain date to avoid imposition of one or more fines. Please bring this NOTICE OF VIOLATION with you to the hearing.

1. EVIDENCE.

If you have witnesses, books, receipts, or other writings relating to the alleged violation(s), please bring them with you to the hearing.

2. WITNESS.

If you wish to subpoena witnesses, please contact the Lauderdale-By-The-Sea Code Compliance Officer for assistance without delay.

3. ATTORNEY PROCEDURES.

You may come to the hearing with or without an attorney. If you are going to be represented by an attorney, your attorney should notify the Special Magistrate's Clerk in writing at least five (5) working days before the hearing. You may also have other rights that are set forth in Chapter 6.5 of the Town of Lauderdale-By-The-Sea Code of Ordinances, Florida Statutes, Chapter 162, or both.

4. APPEALS.

Any person who decides to appeal any decision made by the Special Magistrate for Code Compliance with respect to any matter considered at this hearing, will need a record of the proceedings, and for such purpose may need to insure that a verbatim record is taken of the evidence upon which the appeal is to be based.

5. REINSPECTION.

If you wish to schedule a re-inspection to show compliance regarding the alleged violation(s), please call the Code Compliance Officer, leave your name, telephone number and the case number and an inspector will recheck the property for compliance.

6. ADA.

In accordance with the Americans with Disabilities Act of 1990 (ADA), disabled persons who, because of their disabilities, need special accommodations to participate in this proceeding should contact the Code Compliance Clerk not later than two (2) business days prior to such proceeding.

7. ADMINISTRATIVE COSTS.

In accordance with Florida Statute 162.07(2), you may be assessed administrative costs (also referred to as court costs), incurred by the Town of Lauderdale-By-The-Sea in the prosecution of the alleged violation(s) in this case.

8. REPEAT VIOLATIONS.

If any alleged violation has been corrected prior to a Code Hearing and recurs within one (1) year from the date of the original Notice of Violation, or if the violation has a previous Order related to it, the new Notice of Violation may be presented to the Special Magistrate as a Repeating Violation even if the violation is corrected before the Code Hearing. A fine up to \$500.00 per day may be ordered for repeat violation(s), even if the repeated violation(s) has been corrected prior to the Hearing.

9. HOW TO CANCEL YOUR CODE HEARING.

You may be able to avoid attending the Code Hearing and possible fines by correcting the violation(s) as soon as possible, and by calling the Code Compliance Officer at (954) 640-4220 for a re-inspection. If the violation(s) are corrected in time, your Code Hearing before the Special Magistrate may be cancelled. You must confirm compliance with the Code Compliance Officer in writing and also consult with the Officer who will advise you if your attendance at this hearing is still required.

10. LIENS.

If one or more fines are imposed and not timely paid, a lien may be recorded against your property by the Town and, in certain circumstances, it may be foreclosed upon after court proceedings are filed.

For information about the violation(s), please contact the Code Compliance Officer at (954) 640-4220 or e-mail gwienbarg@cgsolutions.com. For information about the Code Hearing, please contact the Code Compliance Clerk at (954) 640-4210 or e-mail code@lbt-s-fl.gov.

Greg Wienbarg

Code Compliance Inspector



Signature

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: viernes, 4 de marzo de 2022 15:14
Para: 'Anthony Muñoz'; Karl Ierkic
Asunto: RE: New and Approved Fee Schedule

Hello Anthony

It is not posible to reach you by phone, whatsapp, Messenger. And you do not reply my calls or message. What can I do. I can not continue without communication neither news about the apartment.

Wait your news by return mail.

Regards,

De: Mirtha Reinkendorf
Enviado el: martes, 22 de febrero de 2022 20:38
Para: Anthony Muñoz <cc.contractingcorp@gmail.com>; Karl Ierkic <kierkic@ebdperu.com>
Asunto: RE: New and Approved Fee Schedule

Hello Anthony

I am very worry, as I am in Perú right now, and have no news about the documents you were supposed to present last week. The 24th of Feb is the audience in Fort Lauderdale again and I do not know what is happening. You promised to send me and email or any other method last Thursday feb 17 but no news!!

I have been callin gyou and writing whatsapp and no reply from you. Should I be worry???

There is a penalti very strong, I hope you respond tomorrow early morning for my tranquility.

Regrds,

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: miércoles, 1 de diciembre de 2021 15:44
Para: Anthony Muñoz <cc.contractingcorp@gmail.com>; Karl Ierkic <kierkic@ebdperu.com>
Asunto: Fwd: New and Approved Fee Schedule

I think this is the right one

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Fecha: 1 de diciembre de 2021, 3:36:20 p.m. EST
Para: cc.contractingcorp@gmail.com
Cc: Karl Ierkic <kierkic@ebdperu.com>
Asunto: RV: New and Approved Fee Schedule

Anthony

Hete it is the draft or dr swing you requested. Please confirm it is ok

Regards,

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Leisure Towers <1500leisuretowers@gmail.com>
Fecha: 1 de diciembre de 2021, 2:52:56 p.m. EST
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: New and Approved Fee Schedule

Sorry, I attached the wrong file. Here you go.

On Wed, Dec 1, 2021 at 2:51 PM Leisure Towers
<1500leisuretowers@gmail.com> wrote:

Please let me know if these are sufficient.

On Wed, Dec 1, 2021 at 2:47 PM Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

Good morning

I have one question. I need a draft or plan of my apartment. Do you think you have one?

It is my first time I am remodeling and I do not know where to find it

Thanks a lot

Enviado desde mi iPhone

El dic. 1, 2021, a la(s) 2:22 p.m., Leisure Towers
<1500leisuretowers@gmail.com> escribió:

Hello Unit Owners,

I have attached the new and approved fee schedule per the Board Meeting last night. Please keep these documents for your reference in the future. You may be familiar with many of these fees already. Let us know if you have any questions.

Best regards,

Rose Baum
Office Administrator
Leisure Towers Association, Inc.
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
(954) 946-2444

Best regards,

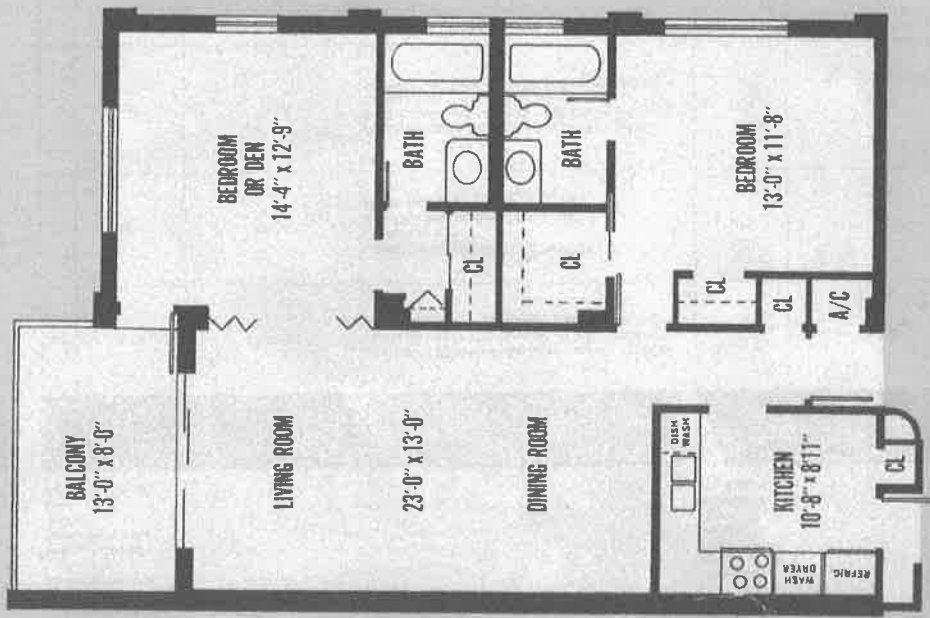
Rose Baum
Office Administrator
Leisure Towers Association, Inc.
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
(954) 946-2444

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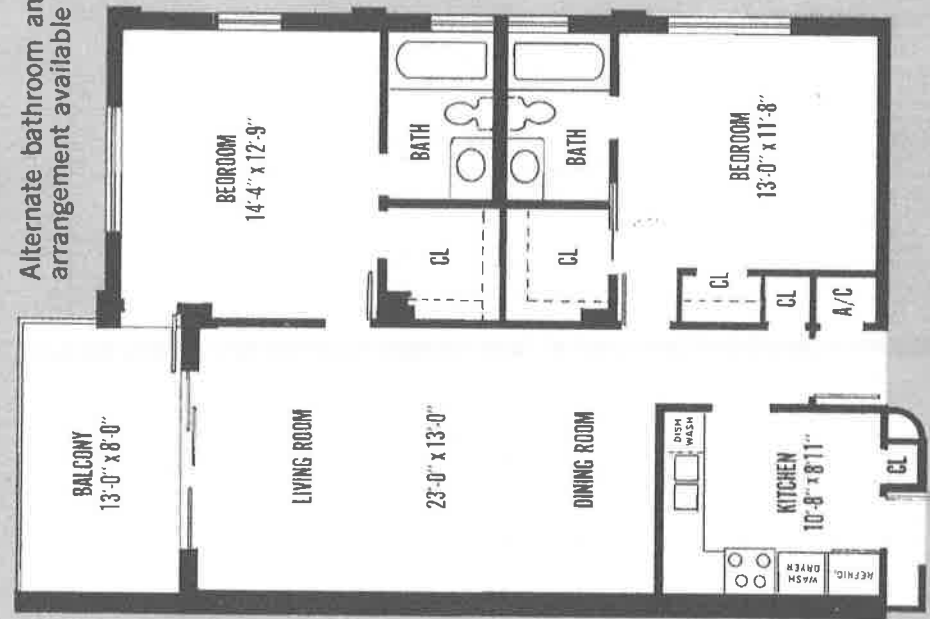
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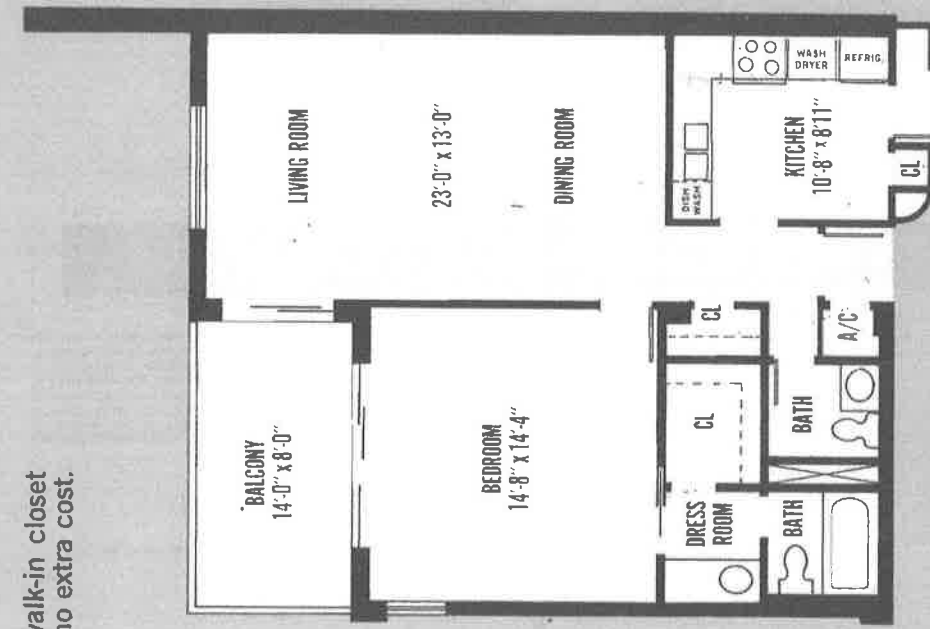
File 23,2022



TYPICAL 2 BEDROOM APARTMENT
WITH CONVERTIBLE DEN



TYPICAL 2 BEDROOM APARTMENT



TYPICAL 1 BEDROOM APARTMENT

Alternate bathroom and walk-in closet arrangement available at no extra cost.



LIVE THE LEISURELY LIFE AT LEISURE TOWER

Enjoy your own private, golden beach • lounge equipped for parties and entertaining • beautifully appointed reception lounge that will impress your guests • outdoor chairs, umbrellas and lounges • shuffleboard • card players' lounge • recreation dance floor beside the pool • tropical landscaped gardens.

BESIDE THE SEA! LOCATION! LUXURY! LEISURE!

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: viernes, 18 de marzo de 2022 08:35
Para: Anthony Muñoz
Asunto: Re: New and Approved Fee Schedule

Good morning
When do you expect to have the report from the asbestos company?

Enviado desde mi iPhone

El mar. 18, 2022, a la(s) 8:31 a.m., Anthony Muñoz <cc.contractingcorp@gmail.com> escribió:

Good morning, I am waiting for the asbestos company that I had to hire to come out and do a report.

Anthony Munoz
754-465-2061

On Mar 18, 2022, at 12:46 AM, Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

Hello Anthony
It is supposed that you presented the documents last Friday. I have no news about it from your part.
I need your urgent reply about this.
Regards,m
Mirtha

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]
Enviado el: miércoles, 9 de marzo de 2022 09:57
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: New and Approved Fee Schedule

Hello,
Now we are required to produce an aspedose report. My apologies for not answering your call, I've been running heavy equipment the past two days. I'll keep you posted on everything.
Thank You
On Fri, Mar 4, 2022 at 3:14 PM Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

Hello Anthony

It is not posible to reach you by phone, whatsapp, Messenger. And you do not reply my calls or message. What can I do. I can not continue without communication neither news about the apartment.

Wait your news by return mail.

Regards,

De: Mirtha Reinkendorf

Enviado el: martes, 22 de febrero de 2022 20:38

Para: Anthony Muñoz <cc.contractingcorp@gmail.com>; Karl Ierkic <kierkic@ebdperu.com>

Asunto: RE: New and Approved Fee Schedule

Hello Anthony

I am very worry, as I am in Perú right now, and have no news about the documents you were supposed to present last week. The 24th of Feb is the audience in Fort Lauderdale again and I do not know what is happening. You promised to send me and email or any other method last Thursday feb 17 but no news!!

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De: Mirtha Reinkendorf

Enviado el: miércoles, 1 de diciembre de 2021 15:44

Para: Anthony Muñoz <cc.contractingcorp@gmail.com>; Karl Ierkic <kierkic@ebdperu.com>

Asunto: Fwd: New and Approved Fee Schedule

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Fecha: 1 de diciembre de 2021, 3:36:20 p.m. EST

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Asunto: RV: New and Approved Fee Schedule

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Regards,

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Leisure Towers

[<1500leisuretowers@gmail.com>](mailto:1500leisuretowers@gmail.com)

Fecha: 1 de diciembre de 2021, 2:52:56 p.m.
EST

Para: Mirtha Reinkendorf

[<mreinkendorf@ebdperu.com>](mailto:mreinkendorf@ebdperu.com)

**Asunto: Re: New and Approved Fee
Schedule**

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On Wed, Dec 1, 2021 at 2:51 PM Leisure
Towers [<1500leisuretowers@gmail.com>](mailto:1500leisuretowers@gmail.com)
wrote:

Please let me know if these are sufficient.

On Wed, Dec 1, 2021 at 2:47 PM Mirtha
Reinkendorf [<mreinkendorf@ebdperu.com>](mailto:mreinkendorf@ebdperu.com)
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Good morning

I have one question. I need a draft or plan of
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It is my first time I am remodeling and I do
not know where to find it

Thanks a lot

Enviado desde mi iPhone

El dic. 1, 2021, a la(s) 2:22
p.m., Leisure Towers
<[1500leisuretowers@gmail.c
om](mailto:1500leisuretowers@gmail.com)> escribió:

Hello Unit Owners,

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approved fee schedule per the
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Please keep these documents
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with many of these fees
already. Let us know if you
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Best regards,

Rose Baum

Office Administrator

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Best regards,

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Best regards,

Rose Baum

Office Administrator

Leisure Towers Association, Inc.

1500 S. Ocean Blvd.

Pompano Beach, FL 33062

(954) 946-2444

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: martes, 22 de marzo de 2022 16:33
Para: 'Anthony Muñoz'
Asunto: RE: Construction Debris on Balcony

Thanks Anthony

Please give me an update of the documents and if you have already presented all to the City for the permission or when do you expect to have the authorization to begin the work. It is extremely urgent for us to know this. It has passed more than 4 months!

Await for your news.

Regards,

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]
Enviado el: martes, 22 de marzo de 2022 16:12
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: Construction Debris on Balcony

Hello,

Absolutely, I'll make arrangements to get it done tomorrow. Thank you

Anthony Munoz
754-465-2061

On Mar 22, 2022, at 4:03 PM, Mirtha Reinkendorf <mreinkendorf@ebdperu.com> wrote:

Herllo Anthony

I could not call you last Saturday. I have received this email from the building. Will you please do what they request not later than this Thursday. Please confirm.

It is urgent.

Regards,

De: ltamanager21@gmail.com [mailto:ltamanager21@gmail.com]
Enviado el: martes, 22 de marzo de 2022 13:59
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Construction Debris on Balcony
Importancia: Alta

Mirtha,

Please be advised that there is construction debris and birds are nesting on your balcony of unit 1608. You must remove the debris and birds' nests immediately. Please do so by Thursday or we will have no choice but to remove it and charge you. Thank you for your immediate cooperation.

Best regards,

John Sims
Manager
Leisure Towers Condominium Association
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
(954) 946-2444

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: sábado, 2 de abril de 2022 20:51
Para: Karl Ierkic
Asunto: Fwd: Asbestos Quote
Datos adjuntos: 03302272 Munoz Asbestos Survey Proposal.pdf

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Anthony Muñoz <cc.contractingcorp@gmail.com>
Fecha: 2 de abril de 2022, 11:01:51 a.m. GMT-5
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Asbestos Quote

Hello Mirtha,

Here is the asbestos proposal, they can come out the first of the week and have the report in a few days. The Architectural drawings cost \$3500. along with the asbestos cost of \$1145. equiling \$4645. I need this payment to move forward with the report and the city. Please advise as soon as possible. Thank You



Nationwide Locations
Locally Served

Corporate Headquarters:
7700 Congress Avenue
Suite 1119
Boca Raton, FL 33487

Work Scope Proposal

Asbestos Survey

Industrial Hygiene
IAQ/Mold Assessments
Water Loss Projects
Restoration Project
Management
Post Remediation Testing
Building Science
Asbestos Surveys
Lead Inspections
Bacteria Testing
Mergen Sampling
Heavy Metals
Pesticide Testing
Volatile Organic
Compound Analysis
Water Quality Testing
LEED Testing

Project Location:
1500 S Ocean Blvd, Unit 1608
Pompano Beach FL 33062

Prepared For:
Leisure Towers
Anthony Munoz
Cleaning Cut Contracting Corp
754-465-2061
cc.contractingcorp@gmail.com

Prepared By:
Anthony Cardoso

Date: 03/30/22

Proposal Number
03302272



Introduction

A request for a proposal to conduct an asbestos survey was placed by Anthony Munoz. In response to this request, AirMD is submitting a proposal describing the project scope of work and proposed costs associated. The purpose of the asbestos survey is to complete an assessment of the work area(s), collect samples to establish whether asbestos is present in the materials sampled and provide a report of findings with recommendations where applicable or necessary.

All work completed will be consistent with regulatory requirements where applicable, industry standards and guidelines. The report format will include at minimum an executive summary, introduction, methodology, findings, sampling and measurements, laboratory data, project overview photo documentation and recommendations.

Survey Purpose

An asbestos survey is conducted to evaluate buildings and structures for the presence of asbestos containing materials. The survey is an effective way to help identify/manage asbestos by providing accurate information about the location, condition, quantity and type of any asbestos-containing materials (ACMs) that may be present. As asbestos is federally regulated and has requirements for worker protection and building occupant protection, assuming a building is free from asbestos, could result in fines and/or criminal prosecution.



Procedures

As part of the proposed work scope, AirMD will complete the following:

1. Assessment of the location by a certified asbestos inspector in accordance with US Environmental Protection Agency rules and the Florida Administrative Codes.
2. Bulk sample collection of suspect materials with submission under chain of custody to an independent accredited laboratory for analysis using Polarized Light Microscopy in conjunction with dispersion staining as outlined in 40 CFR, Part 63, Subpart F dated January 1987.
3. From the information provided the following material categories require sampling: Plumbing, wall tile, flooring, wall, interior caulking, backsplash.
4. Agreed upon sample areas include the Bathroom and Kitchen.
5. From discussions with the client and/or representatives, the proposal has a not to exceed number of 26 total samples for the project based on the information provided.
6. Report generation

If conditions in the field differ from what was reported, additional materials may be required to be sampled. They will be billed at \$35 for each additional sample with a standard laboratory turnaround time.

Sample collection may result in layers of materials being discovered. Many times, when a material is sampled, hidden layers exist. The laboratory will process at no additional cost up to three layers of a material. If more than



three layers exist, each additional layer is billed at \$35 a layer with a standard laboratory turnaround time.

The client understands that the testing methods are destructive in nature and small areas of building material damage will occur. AirMD is not responsible for replacement or put back.

By signing the agreement, the client gives permission to conduct destructive testing as part of the project scope.

A full and complete understanding of all potential materials will not be known until AirMD is onsite. If it is determined at the time of testing that additional materials require testing, customer will be notified in advance of the cost. It is not unusual that the conditions on the project site differ from the information provided by the client. Federal regulations relative to the type of materials and number of samples required are generally not fully understood unless specific training has been completed. In the event the project cost detailed below requires changing due to circumstances on the project site, AirMD will contact the client to discuss before commencing work.

Cost Summary

Project Cost: \$1,145

Project Commencement

A signed proposal is required to initiate the assessment and testing.

Payment is due upon completion of site visit.

Client agrees to be responsible for payment per the terms and agrees that payment to AirMD is not contingent upon payment to client by any third parties. Except as provided herein, AirMD's current Standard Agreement



Provisions, as here to fore addended, shall govern all professional services provided hereunder.

Report

All observations, findings, laboratory data and recommendations shall be included in the report. An electronic copy will be emailed. Physical copies are also available upon request.



Standard Agreement Provisions

The assessment and collection of data/samples will not occur until AirMD receives authorization from customer. Authorization is the signature associated with this document. Final payment of services rendered due upon job completion. The customer shall provide and allow access for the AIRMD consultant to the areas within the building to allow for the completion of the scope of work listed above (as signed by the customer).

It is the responsibility of the customer to assist the AIRMD consultant by providing other information as required to address the conditions affecting the areas of under the work scope. The customer understands that the assessment and testing/measurements completed, and the results generated as a result of the assessment and testing/measuring are representative of conditions found at the time the assessment and testing/measurements were completed and that conditions can change over time. Customer understands that the test results do not guarantee that the indoor environment is free from contaminants, gases, organisms or analytes sampled for. In some instances, as a service to the client, AirMD may provide advice with respect to selecting other such contractors and assistance in monitoring their performance. In no event will AirMD assume any liability or responsibility for the work performed by other contractors. AirMD is not responsible for advising Client about its reporting obligations and Client agrees that it shall be responsible for all reporting, unless AirMD has an independent duty to report under applicable law.

The customer further understands that there are limitations associated with the instrumentation used associated with accuracy, precision and uncertainty. Additionally, further limitations are present as a result of sampling and measurement methods/procedures utilized in testing and measuring as well as any or all other factors such as environmental and climatic conditions. Customer agrees that the testing/measuring or overall activities completed by AIRMD and their representatives does not generate or contribute to levels of contaminants, pollutants, toxins or hazardous substances. AirMD agrees to perform the scope of work. The service(s) does not include any sampling from areas that are not visible and/or easily accessible. For example, AirMD will not drill holes in a wall or otherwise gain access to areas that are hidden or otherwise inaccessible. Customer hereby acknowledges that microbiological growth reoccurs if the root cause or source of the growth is not remedied and that no investigation can absolutely rule out the existence of any microbiological growth at any given site.

Except as otherwise specifically provided herein, AirMD makes no express or implied warranties or guarantees of any kind, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, all of which are hereby expressly disclaimed. In no event shall AirMD be liable to Customer or any third party for any incidental, consequential indirect, special or punitive damages arising out of or in connection with the services to be performed by AirMD. In no event shall AirMD be liable to Customer or any third party for any amounts in excess of the amounts actually received by AirMD from Customer hereunder. For all other liabilities arising from or related to AirMD's services, AirMD's total obligation to client shall be to reperform its services that do not meet the standard of care related to the work scope completed.

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by AirMD as instruments of service shall remain the property of AirMD. AirMD shall retain all common law, statutory and other reserved rights, including the copyright thereto. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.



If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. This Agreement constitutes the entire Agreement between the parties and may not be changed unless mutually agreed upon in writing by both parties.

This agreement may not be changed unless mutually agreed upon in writing by both parties. AirMD is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of consultant. This Agreement shall terminate automatically on the occurrence of any of the following events: Completion by analyst of the services required by this Agreement, default in the performance of the Agreement by either party; or by mutual agreement.

Accepted by Client:

AirMD

Anthony Cardoso

Date:

Date: 03/30/22

Mirtha Reinkendorf

De: Anthony Muñoz <cc.contractingcorp@gmail.com>
Enviado el: viernes, 8 de abril de 2022 19:18
Para: Mirtha Reinkendorf
Asunto: Re: Contrato contratista 1500 S Ocean drive

Yes, for sure. Have a great night.

Anthony Munoz
754-465-2061

On Apr 8, 2022, at 7:35 PM, Mirtha Reinkendorf <mreinkendorf@ebdperu.com> wrote:

I can Call you tomorrow 12 o click
Is ok for you?

Enviado desde mi iPhone

El abr. 8, 2022, a la(s) 4:50 p.m., Anthony Muñoz
<cc.contractingcorp@gmail.com> escribió:

Hello,
Yes, the permits are included but the blueprints and asbestos report isn't.
Please let me know we're we go from here as we need to schedule.
Thank You,
Anthony Munoz
754-465-2061

On Apr 7, 2022, at 8:42 PM, Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

Good night Anthony
Please take a look to the below documents. It says the permits are
included. Let me know to finish this
Regards,
Mirtha Reinkendorf

De: Karl Ierkic
Enviado el: jueves, 7 de abril de 2022 19:21
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Fwd: Contrato contratista 1500 S Ocean drive

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Karl Ierkic <kierkic@ebdperu.com>

Fecha: 24 de marzo de 2022, 20:01:18 PET

Para: Mirtha Reinkendorf

<mreinkendorf@ebdperu.com>

Asunto: Contrato contratista 1500 S Ocean
drive

Cabinets Liquidator

305 W Ansin Boulevard
Hallandale Beach, FL 33009

D.
10/1.

Name / Address
KARL IERKIC 1500 S. Ocean Dr. Pompano Beach, FL USA 786-992-9415

Description	Qty	Rate
Cabinets, white pearl Liocher with installation and Calcutta Rio quartz tops w/ waterfall edge and backsplash, water line connection, DAX T-3218-R10 sink, move A/C vent, and close off door, including materials and labor.		14,500.00
INSTALLATION new laminate throughout the unit including soundproofing, approximately 1300 ft. labor only,	1	4,700.00
Demo and redo two bathrooms including plumbing and bringing electric up to code tile and labor included.	1	11,000.00
Install framing on ceiling run electric to 30 Max LED high hats and drywall entire ceiling and finish, lower A/C vents where needed for drop ceiling, materials and labor included.	1	9,800.00
Paint entire unit two coats including doors, materials and labor included.	1	2,200.00
Install baseboards throughout entire unit is labor only	1	
Door opening labor	1	500.00
Additional demo and trash hauling	1	1,300.00
Seal off door opening leading to back bedroom materials and labor included	1	1,000.00
50% due upon signing and 25% draw upon kitchen delivery, and 25% due upon completion to your satisfaction. Permits Included. Thank you for your business Estimated time to complete is 6 to 8 weeks after permit is approved.		0.00
		Total

Phone #
954-800-9466

E-mail	Web Site
sales@cabinetsliquidator.net	cabinetsliquidator

Page 1

P6

305 W Ansin Boulevard
Hallandale Beach, FL 33009

Date	
10/1/2021	

Name / Address
KARL HERKIC 1500 S. Ocean Dr. Pompano Beach, FL USA 786-992-9415

Description	Qty	Rate	Total
Customer _____ Date _____ Co.Rep  Date 10-01-21			
			Total

Phone #
954-800-9466

E-mail	Web Site
sales@cabinetsliquidator.net	cabinetsliquidator.net

Page 2

PG.

contract includes the terms and provisions as set forth herein. Please read and sign where indicated.

The standard form of warranty shall apply to the service and equipment furnished (except where other warranties of purchased products apply). The warranty shall become effective when signed by the Seller and delivered to the Purchaser. The warranty is for one year materials and labor.

The delivery date, when given, shall be deemed approximate and performance is subject to delays caused by strikes, fires, acts of other reasons not under the control of the Seller, as well as the availability of the product at the time of delivery.

The Purchaser agrees to accept delivery of the product or products when ready. The risk of loss, as to damage or destruction, shall upon the Purchaser upon the delivery and receipt of the product.

The Purchaser understands that the products described are specially designed and custom built and that the Seller takes immediate upon execution of this Agreement to design, order and construct those items set forth herein; therefore, this Agreement is not subject to cancellation by the Purchaser for any reason.

5. No installation, plumbing, electrical, flooring, decorating or other construction work is to be provided unless specifically set forth herein. In the event the Seller is to perform the installation, it is understood that the price agreed upon herein does not include possible expense in coping with hidden or unknown contingencies found at the job site. In the event such contingencies arise and the Seller is required to labor or materials or otherwise perform work not provided for or contemplated by the Seller, the actual costs plus (99.99)% thereof will be paid for by the Purchaser.

Contingencies include but are not limited to:

- inability to reuse existing water, vent and waste pipes;
- air shafts, ducts, grilles, louvers and registers;
- the relocation of concealed pipes, risers, wiring or conduits, the presence of which cannot be determined until the work has started;
- or imperfections, rotting or decay in the structure or parts thereof necessitating replacement.

6. Title to the item sold pursuant to this Agreement shall not pass to the Purchaser until the full price as set forth in this Agreement is paid to the Seller.

7. Delays in payment shall be subject to interest charges of (99.99)% per annum, and in no event higher than the interest rate provided by the Seller. If the Seller is required to engage the services of a collection agency or an attorney, the Purchaser agrees to reimburse the Seller for reasonable amounts expended in order to collect the unpaid balance.

8. If any provision of this Agreement is declared invalid by any Tribunal, the remaining provisions of the Agreement shall not be affected thereby.

9. This Agreement sets forth the entire transaction between the parties; any and all prior Agreements, warranties or representations made by either party are superseded by this Agreement. All changes in this Agreement shall be made by a separate document and executed with the same formalities. No agent of the Seller, unless authorized in writing by the Seller, has any authority to waive, alter, or enlarge this contract, or to make any new or substituted or different contracts, representations, or warranties.

10. The Seller retains the right upon breach of this Agreement by the Purchaser to sell those items in the Seller's possession. In effecting resale on breach of this Agreement by the Purchaser, the Seller shall be deemed to act in the capacity of agent for the Purchaser. The Purchaser shall be liable for any net deficiency on resale.

11. The Seller agrees that it will perform this contract in conformity with customary industry practices. The Purchaser agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full. Any unresolved controversy or claim arising from or under this contract shall be settled by arbitration and judgment upon the award rendered may be entered in and court of competent jurisdiction. The arbitration shall be held under the rules of the American Arbitration Association.

Authorized Company Representative(s):

Accepted: _____
Purchaser

Accepted: _____
Purchaser

Date: _____

Date: _____

Print date: 10/1/2021

Enviado desde mi iPhone

Mirtha Reinkendorf

De: Online Transfers from Bank of America
<bankofamericatransfers@mail.transfers.bankofamerica.com>
Enviado el: jueves, 14 de abril de 2022 06:11
Para: Mirtha Reinkendorf
Asunto: Funds Transfer Request #383517666 Has Been Scheduled

We have received the following transfer request on April 14, 2022:

Item #: 383517666
Amount: \$4,000.00
To: anthony munoz
Fee: 10.00
Service: Next Day

You can always check your transfer status on the Review Transfer screen at www.bankofamerica.com.

Sincerely,

Member Service

www.bankofamerica.com

This is a service email from Bank of America. Please note that you may receive service emails in accordance with your Bank of America service agreements, whether or not you elect to receive promotional email.

Read our privacy policy: <http://www.bankofamerica.com/privacy>

Please don't reply directly to this automatically-generated email message.

Bank of America Email, 8th Floor-NC1-002-08-25, 101 South Tryon St., Charlotte, NC 28255-0001

Bank of America, N.A. Member FDIC. Equal Housing Lender:

<http://www.bankofamerica.com/help/equalhousing.cfm>

(C) 2022 Bank of America Corporation. All rights reserved.

This email was sent to: mreinkendorf@ebdperu.com

Mirtha Reinkendorf

De: Anthony Muñoz <cc.contractingcorp@gmail.com>
Enviado el: jueves, 21 de abril de 2022 08:32
Para: Mirtha Reinkendorf
Asunto: Re: Contrato contratista 1500 S Ocean drive

Good morning,

Everything is moving forward, the asbestos company will be there the first of next week and once I have the report I will submit all the paperwork at once to the city. I will keep you informed. Have a great day thank you

Anthony Munoz
754-465-2061

On Apr 20, 2022, at 10:02 PM, Mirtha Reinkendorf <mreinkendorf@ebdperu.com> wrote:

Good night Anthony

Please confirm that al lis going Ok, and when do you expect to have the autorization documents from the City in your hands. I will be again in Miami next month by May 13, and I would like to use my apartment.

Regards,

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]

Enviado el: viernes, 8 de abril de 2022 19:18

Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>

Asunto: Re: Contrato contratista 1500 S Ocean drive

Yes, for sure. Have a great night.

Anthony Munoz
754-465-2061

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I can Call you tomorrow 12 o click
Is ok for you?

Enviado desde mi iPhone

El abr. 8, 2022, a la(s) 4:50 p.m., Anthony Muñoz
<cc.contractingcorp@gmail.com> escribió:

Hello,

Yes, the permits are included but the blueprints and asbestos report isn't. Please let me know we're we go from here as we need to schedule.

Thank You,
Anthony Munoz
754-465-2061

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Good night Anthony
Please take a look to the below documents. It says the permits are included. Let me know to finish this
Regards,
Mirtha Reinkendorf

De: Karl Ierkic
Enviado el: jueves, 7 de abril de 2022 19:21
Para: Mirtha Reinkendorf
<mreinkendorf@ebdperu.com>
Asunto: Fwd: Contrato contratista 1500 S Ocean drive

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Karl Ierkic
<kierkic@ebdperu.com>
Fecha: 24 de marzo de 2022,
20:01:18 PET
Para: Mirtha Reinkendorf
<mreinkendorf@ebdperu.com>
Asunto: Contrato contratista
1500 S Ocean drive

Cabinets Liquidator

305 W Ansin Boulevard
Hallandale Beach, FL 33009

Name / Address
KARL IERKIC 1500 S. Ocean Dr. Pompano Beach, FL USA 786-992-9415

Description	Qty	Rt
Cabinets, white pearl Liocher with installation and Calcutta Rio quartz tops w/ waterfall edge and backsplash, water line conection, DAX T-3218-R10 sink, move A/C vent, and close off door. including materials and labor.		
INSTALLATION new laminate throughout the unit including soundproofing, approximately 1300 ft. labor only,	1	
Demo and redo two bathrooms including plumbing and bringing electric up to code tile and labor included.	1	
Install framing on ceiling run electric to 30 Max LED high hats and drywall entire ceiling and finish, lower A/C vents where needed for drop ceiling. materials and labor included.	1	
Paint entire unit two coats including doors. materials and labor included,	1	
Install baseboards throughout entire unit is labor only	1	
Door opening labor	1	
Additional demo and trash hauling	1	
Seal off door opening leading to back bedroom materials and labor included	1	
50% due upon signing and 25% draw upon kitchen delivery, and 25% due upon completion to your satisfaction. Permits Included. Thank you for your business Estimated time to complete is 6 to 8 weeks after permit is approved.		
		Total

Phone #
954-800-9466

E-mail	
sales@cabinetsliquidator.net	cabin
Page 1	

Cabinets Liquidator

305 W Ansin Boulevard
Hallandale Beach, FL 33009

Da

10/17

Name / Address

KARL HERKIC
1500 S. Ocean Dr.
Pompano Beach, FL
USA
786-992-9415

Description		Qty	Rate
Customer	Date		
Co.Rep	Date 10-01-21		
			Total

Phone #

954-800-9466

E-mail

sales@cabinetsliquidator.net

Web Site

cabinetsliquida

Page 2

contract includes the terms and provisions as set forth herein. Please read and sign where indicated.

The standard form of warranty shall apply to the service and equipment furnished (except where other warranties of purchase apply). The warranty shall become effective when signed by the Seller and delivered to the Purchaser. The warranty is limited to materials and labor.

The delivery date, when given, shall be deemed approximate and performance is subject to delays caused by strikes, labor shortages or other reasons not under the control of the Seller, as well as the availability of the product at the time of delivery.

The Purchaser agrees to accept delivery of the product or products when ready. The risk of loss, as to damage or destruction, shall be upon the Purchaser upon the delivery and receipt of the product.

The Purchaser understands that the products described are specially designed and custom built and that the Seller takes no responsibility upon execution of this Agreement to design, order and construct those items set forth herein; therefore, this Agreement shall not be subject to cancellation by the Purchaser for any reason.

5. No installation, plumbing, electrical, flooring, decorating or other construction work is to be provided unless specifically stated in the event the Seller is to perform the installation, it is understood that the price agreed upon herein does not include possible contingencies found at the job site. In the event such contingencies arise and the Seller is required to perform labor or materials or otherwise perform work not provided for or contemplated by the Seller, the actual costs plus (99.99%) shall be paid for by the Purchaser.

Contingencies include but are not limited to:

- inability to reuse existing water, vent and waste pipes;
- air shafts, ducts, grilles, louvers and registers;
- the relocation of concealed pipes, risers, wiring or conduits, the presence of which cannot be determined until the work has started;
- or imperfections, rotting or decay in the structure or parts thereof necessitating replacement.

6. Title to the item sold pursuant to this Agreement shall not pass to the Purchaser until the full price as set forth in this Agreement is paid to the Seller.

7. Delays in payment shall be subject to interest charges of (99.99)% per annum, and in no event higher than the interest rate charged by the Seller. If the Seller is required to engage the services of a collection agency or an attorney, the Purchaser agrees to reimburse the Seller for reasonable amounts expended in order to collect the unpaid balance.

8. If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected.

9. This Agreement sets forth the entire transaction between the parties; any and all prior Agreements, warranties or representations of either party are superseded by this Agreement. All changes in this Agreement shall be made by a separate document and shall be subject to the same formalities. No agent of the Seller, unless authorized in writing by the Seller, has any authority to waive, alter, or amend this Agreement, or to make any new or substituted or different contracts, representations, or warranties.

10. The Seller retains the right upon breach of this Agreement by the Purchaser to sell those items in the Seller's possession or control. In the event of resale on breach of this Agreement by the Purchaser, the Seller shall be deemed to act in the capacity of agent for the Purchaser and shall be liable for any net deficiency on resale.

11. The Seller agrees that it will perform this contract in conformity with customary industry practices. The Purchaser agrees that any dispute arising from or under this contract shall be settled by arbitration and judgment upon the award rendered may be entered in any competent jurisdiction. The arbitration shall be held under the rules of the American Arbitration Association.

Authorized Company Representative(s):

Accepted: _____
Purchaser

Accepted: _____
Purchaser

Date: _____

Date: _____

Print date: 10/1/2021

Enviado desde mi iPhone

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: viernes, 29 de abril de 2022 22:01
Para: 'Anthony Muñoz'
Asunto: RV: Notice of Intent to Fine - Unit #1608
Datos adjuntos: Notice of Intent to Fine_1608.pdf

And now a new fine wants to be put on my property?
What can I respond? I will await your reply urgently!!
Mirtha Reinkendorf

De: Leisure Towers [mailto:1500leisuretowers@gmail.com]
Enviado el: viernes, 29 de abril de 2022 21:15
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Notice of Intent to Fine - Unit #1608

Leisure Towers Association was notified by the Lauderdale-by-the-Sea Building Officials on 4/27/22 that
CONSTRUCTION/RENOVATION WORK WAS BEING PERFORMED IN YOUR UNIT WITHOUT THE REQUIRED PERMITS.

Therefore, you are being served with this written "Notice of Intent to Impose a Sanction." You have two options, (1) cure the violation immediately and notify Leisure Towers Association in writing to that effect or (2) request a hearing within 10 days from the date of this letter.

Additional details are contained in the attached letter.

--
Best Regards,

Office Administrator
Leisure Towers Association
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
Phone: (954) 946-2444



1500 S. Ocean Boulevard
Pompano Beach, FL 33062
954-946-2444 (Phone)
1500leisuretowers@gmail.com

April 29, 2022

Mirtha Reinkendorf Masias
162 Lake Monterey Circle
Boynton Beach, FL 33426

NOTICE OF INTENT TO FINE—UNIT #1608

Dear Mirtha:

Leisure Towers Association has worked very hard to improve the community and to make it an enjoyable community in which to live. This is a job that cannot be done alone and the owner's assistance is required.

Leisure Towers Association was notified by the Lauderdale-by-the-Sea Building Officials on 4/27/22 that **CONSTRUCTION/RENOVATION WORK WAS BEING PERFORMED IN YOUR UNIT WITHOUT THE REQUIRED PERMITS.**

Therefore, you are being served with this written "Notice of Intent to Impose a Sanction." You have two options, (1) cure the violation immediately and notify Leisure Towers Association in writing to that effect or (2) request a hearing within 10 days from the date of this letter.

The Leisure Towers Association Board of Directors, by Resolution, has adopted a schedule of fines for typical violations. The proposed fine will be \$100.00 per day up to a maximum of \$1,000.00 per violation.

The proposed sanction shall be imposed unless you submit a written request for a hearing within 10 days from the date of this letter. Your written request should be emailed to the Leisure Towers Association at 1500leisuretowers@gmail.com. Please keep in mind; if you fail to attend the hearing, you automatically forfeit all your rights to the Board of Directors appeal process.

The Leisure Towers Association Compliance Committee will be given a copy of the violation notice, the nature of the violation, any supporting documentation, and your written request for the hearing. The Compliance Committee members will review the facts of your case to determine if in fact a violation exists. You will be given an opportunity to present your case, in addition to your written response requesting a hearing. The Compliance Committee must, by majority vote, either approve or disapprove the imposition of the fine. Their finding will be included in the official minutes.

You will be sent a letter officially informing you of the Compliance Committee's decision along with information concerning your right to appeal to the Board of Directors.

Please contact the office at 954-946-2444 or via email at 1500leisuretowers@gmail.com if you have any questions.

Best Regards,

Leisure Towers Association on Behalf of the Board of Directors

1000



Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: lunes, 2 de mayo de 2022 20:02
Para: 'Leisure Towers'
CC: 'Anthony Muñoz'
Asunto: RE: Notice of Intent to Fine - Unit #1608

Good night

I want to inform you that (my constructor Anthony Munoz and I) were calling today to your phone number and nobody replies. Only the machine telling that we can leave a message, but unfortunately does not permits to leave a message. You must check this alternative that is not working.

According to your below letter, I want to tell that this is the first time I bought an apartment in your country, as I live in Perú, and travel a lot to serveral countries. I was trying to do all the things Ok, but something occurs?

Please contact my constructor, Mr. Anthony Muñoz, phone number 754-465-2061 (he is also copied on this mail) and he will give all the explanations and documentation.

I am for several months trying to use my apartment and it is imposible!!! (It is closed) Each time I am going to Miami I have to go to a hotel or a family house.

Please bear in mind that I will be in Italy and Spain since tomorrow afternoon, passing later to Miami on May 15 where we can have a meeting and explain whatever you need. But please contact my constructor by mail or phone to explain hi mall the things more clearly.

I hope you can understand.

Thanks and hope to see you soon.

Regards,

Mirtha Reinkendorf

De: Leisure Towers [mailto:1500leisuretowers@gmail.com]
Enviado el: viernes, 29 de abril de 2022 21:15
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Notice of Intent to Fine - Unit #1608

Leisure Towers Association was notified by the Lauderdale-by-the-Sea Building Officials on 4/27/22 that
CONSTRUCTION/RENOVATION WORK WAS BEING PERFORMED IN YOUR UNIT WITHOUT THE REQUIRED PERMITS.

Therefore, you are being served with this written "Notice of Intent to Impose a Sanction." You have two options, (1) cure the violation immediately and notify Leisure Towers Association in writing to that effect or (2) request a hearing within 10 days from the date of this letter.

Additional details are contained in the attached letter.

Best Regards,

Office Administrator
Leisure Towers Association
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
Phone: (954) 946-2444



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

Sent To:

MASIAS, MIRTHA H
REINKENDORF

162 LAKE MONTEREY CIR
BOYNTON BEACH, FL 33426

Case #:

21100009

Date:

5/6/2022 1:26:00 PM

Property Owner:

MASIAS, MIRTHA H
REINKENDORF

162 LAKE MONTEREY CIR
BOYNTON BEACH, FL 33426

Property Description:

494307AG1160

Legal Description:

LEISURE TOWERS CONDO UNIT 1608
PER CDO BK/PG: 3767/824

AKA:

1500 S OCEAN BLVD, LAUDERDALE BY
THE SEA, FL 33062 1608

Mailing Purposes Only



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

OFFICE OF THE SPECIAL MAGISTRATE
4501 OCEAN DRIVE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Petitioner,

vs.

MASIAS, MIRTHA H REINKENDORF

Respondent(s)

Case #:

21100009

ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN

TO: MASIAS, MIRTHA H REINKENDORF

162 LAKE MONTEREY CIR BOYNTON BEACH, FL 33426

The Town of Lauderdale-By-The-Sea Special Magistrate, having reviewed evidence and sworn testimony by Affidavit, enters the following Findings of Fact:

1. That the Town of Lauderdale-By-The-Sea Special Magistrate did issue on 11/18/2021, a Final Order in the above captioned case commanding the Respondent(s) to bring the violation(s) specified in said Final Order into compliance or be subject to a fine in the amounts shown below commencing on dates shown below plus an additional fine to cover costs incurred by the City in the amount of \$50.00.

Ordinance/Regulation	Section	Description	Order Date to Comply by	Date Completed	Daily Fine
Florida Building Code ...	6th Edition (2017) FBC BCA Section 105.1	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, e...	1/26/2022		\$100.00

Notes:

At the (4-28-22) Special Magistrate Hearing, the Magistrate found that the violation was not corrected as required and certified the lien. The Magistrate also certified a Hearing Cost of \$200 for this hearing. The original Hearing Cost was not paid and has been certified.

2. That said violation occurred on the following described real property situate, lying and being in Broward County, Florida, to-wit:

FOLIO #: 494307AG1160

DONE AND ORDERED this May 10, 2022

ATTEST:

OFFICE OF THE SPECIAL MAGISTRATE

TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA



SPECIAL MAGISTRATE CLERK


Tom Ansbro

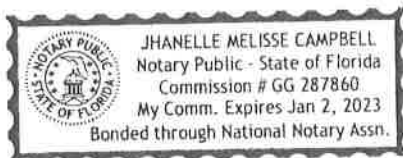
SPECIAL MAGISTRATE

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
___ online notarization, this 10 day of May, 2022 by Megan Small and
Tom Ansbro, respectively, of the Town of Lauderdale-By-The-Sea, who are personally
known to me and who did not take an oath.

My Commission Expires:


NOTARY PUBLIC, State of Florida at Large



Jhanelle Campbell
Print, type or stamp name of Notary

GG 287860
Commission Number, if any

Note: Mail your payment to the above address made payable to The Town of Lauderdale-By-The-Sea.

**LEGAL
DESCRIPTION:**

LEISURE TOWERS CONDO UNIT 1608
PER CDO BK/PG: 3767/824

STREET ADDRESS:

1500 S OCEAN BLVD, LAUDERDALE BY
THE SEA, FL 33062 1608

3. That the Respondent(s) did not comply with the Final Order on or before the date specified therein.

Upon complying with this Final Order, the Respondent(s) **SHALL NOTIFY Wienbarg, G**, the Code Compliance Inspector, who shall have the property inspected and notify the Special Magistrate Clerk if compliance has occurred.

4. A fine in the amounts shown above commencing on dates shown above is hereby confirmed and imposed. This fine shall continue to accrue until such time as the property is brought into compliance at which time the Respondent shall notify the Code Compliance Inspector. **Additionally, a fine of \$200.00 to cover costs incurred in the prosecution of this matter is confirmed and imposed.**

5. The fine and costs shall constitute a lien against the above-described real property pursuant to Chapter 162, Florida Statutes and Chapter 6.5 of the Town of Lauderdale-By-The-Sea Code of Ordinances, as currently enacted or as may be amended from time to time, and **such lien shall be co-equal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles and claims regardless of when created or recorded.** The Special Magistrate Clerk is directed to record a true copy of this Order in the Public Records of Broward County, Florida. Any such lien which accrues more than (90) days after the date it is recorded and which remains unpaid, may be referred to a collection agency which shall result in the imposition of additional collection fees.

You may request, in writing, a hearing before the Special Magistrate to contest the finding of non-compliance and imposition of fines. Said hearing shall be limited to consideration of whether the violation(s) was/were timely complied. A written request for a hearing MUST BE MADE TO THE OFFICE OF THE SPECIAL MAGISTRATE AND RECEIVED WITHIN TWENTY (20) DAYS OF THE DATE OF THIS NOTICE. You will be notified of a hearing date and time. If no timely request is received, this Order Imposing Fine and Claim of Lien entered by the Special Magistrate will be recorded in the Public Records of Broward County, constituting a lien on the subject real property.

Respondents may appeal a final administrative order of the Special Magistrate for the Town of Lauderdale-By-The-Sea to the Circuit Court. An appeal must be filed within thirty (30) days of the execution of the Order to be appealed.

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: domingo, 8 de mayo de 2022 17:44
Para: Anthony Muñoz
Asunto: Fwd: Integrity Property Management

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Leisure Towers <1500leisuretowers@gmail.com>
Fecha: 7 de mayo de 2022, 2:49:58 a.m. GMT+2
Para: Leisure Towers <1500leisuretowers@gmail.com>
Asunto: Integrity Property Management

We finalized and signed the contract with Integrity Property Management this week. Julia Bailey is our new Community Association Manager (CAM). She will be onsite a few hours per week. Once Julia knows which days she will be onsite at our building, we will let you know.

Integrity is in the process of interviewing candidates for the front desk position. We will keep you updated on the progress.

Edwardo (maintenance) and Monica (janitorial) are also part of our team via a separate contract with CHI Maintenance & Janitorial Services.

Please send an email to 1500leisuretowers@gmail.com if you need any assistance.

As a reminder, all maintenance and janitorial requests must be submitted in writing to 1500leisuretowers@gmail.com. No verbal requests can be accepted as we need to track all requests.

Thanks for your understanding and cooperation.

--
Best Regards,

Office Administrator
Leisure Towers Association
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
Phone: (954) 946-2444

Mirtha Reinkendorf

De: Anthony Muñoz <cc.contractingcorp@gmail.com>
Enviado el: viernes, 13 de mayo de 2022 08:24
Para: Mirtha Reinkendorf
Asunto: Re: Permits
Datos adjuntos: Permits.pdf

Hello,
Not yet, he said Monday for sure.

Anthony Munoz
754-465-2061

On May 12, 2022, at 7:15 PM, Mirtha Reinkendorf <mreinkendorf@ebdperu.com> wrote:

Please take note. Did you already have the documents ready?

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Leisure Towers <1500leisuretowers@gmail.com>
Fecha: 12 de mayo de 2022, 7:48:30 p.m. GMT+2
Para: Leisure Towers <1500leisuretowers@gmail.com>
Asunto: Permits

Please be advised that all unit demolition, construction, remodeling, AC replacements, window replacements, new kitchens, etc. require a permit from the Lauderdale-by-the Sea Building Officials.

In addition, an approved Association Architectural Review form and contractor damage deposit are required by the Association before any work can begin.

Attached is a list of units that currently have the approved permits from Lauderdale-by-the-Sea and are authorized by the Association to perform work in their units.

This list will be updated and distributed periodically.

Thanks for your understanding and cooperation.

--
Best Regards,

Leisure Towers Association
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
Phone: (954) 946-2444

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: lunes, 16 de mayo de 2022 07:41
Para: Anthony Muñoz
Asunto: Fwd: FPL Customer Correspondence

More problems! I do not know why they do that! I am Pat ing all the months. Will you please check.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: FPL Communications <FPL_Communications@ecc.fpl.com>

Fecha: 13 de mayo de 2022, 1:42:10 p.m. EDT

Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>

Asunto: Re: FPL Customer Correspondence

Responder-Para: no-reply@ndr.ecc.fpl.com



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MIRTHA HAYDEE REINKENDORF-MA SIAS

Account #: *****2388

[Update Email](#)

The FPL meter at the above address has been removed, and the service has been disconnected. If you would like to close your account, please contact me at 561-640-2483 or 1-800-226-3545.

If you plan to keep your account open, you are responsible for repairs to the meter enclosure. FPL suggests that you contact a licensed electrical contractor to perform these repairs and obtain appropriate permits and applicable electric inspections.

You or your contractor may contact us at 954-956-2014 to make an appointment for the reconnection of your electric service. The electrical inspection, if required by the local authority, must be reported to FPL prior to the appointment and reinstallation of the meter. During this time period, your account must remain current to keep the account open, and

you will be billed a minimum service charge.
Repairs should be completed by October 31,
2022 to avoid having your account closed.

We look forward to working with you to resolve
this matter.

Sincerely,
Michelle
FPL Customer Accounting

Please do not reply to this email, this address is not monitored. For help, visit
[FPL.com](https://www.fpl.com)

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C729 - 4d872c7a760808dda9a1a48c62123800

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: lunes, 16 de mayo de 2022 07:44
Para: Anthony Muñoz
Asunto: Re: Permits
Datos adjuntos: Permits.pdf

Hello
Today you will have all?
Enviado desde mi iPhone

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Hello,
Not yet, he said Monday for sure.

Anthony Munoz
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Please take note. Did you already have the documents ready?

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Fecha: 12 de mayo de 2022, 7:48:30 p.m. GMT+2
Para: Leisure Towers <1500leisuretowers@gmail.com>
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Attached is a list of units that currently have the approved permits from Lauderdale-by-the-Sea and are authorized by the Association to perform work in their units.

This list will be updated and distributed periodically.

Thanks for your understanding and cooperation.

--

Best Regards,

Leisure Towers Association

1500 S. Ocean Blvd.

Pompano Beach, FL 33062

Phone: (954) 946-2444

Leisure Towers

1500 South Ocean Blvd, Pompano Beach, FL 33062

Architectural Review (Construction/Remodeling) Checklist

In order to commence any type of construction/remodeling work in a unit, the following materials need to be provided to the management office for review and approval by the LTA Board of Directors: (NOTE: It is solely the owner(s) responsibility to make sure that all items are provided and followed up on with their contractors.)

PRE-APPROVAL:

Completed Architectural Review Form signed by owner(s), to be signed by two members of the Board, upon review of the following:

- 1 Copy of Signed Contract between Owner and Contractor
- 2 Copy of Contractor's Business License
- 3 Copy of Contractor's Insurance Certificate naming Leisure Towers a named Loss Payee
- 4 Copy of all proposed work to be done, including any and all drawings
- 5 A \$500 (minor) or \$1500 (major) refundable Security Deposit (which will be deposited)
- 6 Copy of the Permit Applications (one copy provided to the office and one copy posted on the unit door) with the city of Lauderdale-By-The-Sea before work begins.

POST COMPLETION OF WORK:

- 1 Copy of all Closed and Final Permits for All Work Done by Contractor submitted to the Office
- 2 Inspection of Common Areas by Management
- 3 Request for Refund of Contractor Deposit in Writing along with Mailing Address



1500 S. Ocean Boulevard
Pompano Beach, FL 33062
954-946-2444 (Phone)

1500leisuretowers@gmail.com

**UNITS WITH APPROVED PERMITS
FROM LAUDERDALE-BY-THE-SEA
As of 5/12/22**

UNIT #	PERMIT APPROVED FOR
505	KITCHEN & BATHROOM RENOVATION, FIXTURES, NEW CABINETRY, INSTALL 1 SPRINKLER HEAD
1103	INTERIOR RENOVATION W/FLOORING
1105	INTERIOR RENOVATION- KITCHEN, LAUNDRY, BATHROOM & FLOORING
1501	KITCHEN REMODEL & FLOORING
PHA	INTERIOR DEMO, INTERIOR REMODEL

Please Note: Additional details regarding these permits can be found on Lauderdale-by-the Sea's online permit portal at:

https://www.citizenserve.com/Portal/PortalController?Action=showHomePage&ctzPagePrefix=Portal_&installationID=117&original iid=0&original_contactID=0

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: lunes, 16 de mayo de 2022 17:15
Para: Anthony Muñoz
Asunto: Re: FPL Customer Correspondence

I Can not understand
Why somebody complaint!

Enviado desde mi iPhone

El may. 16, 2022, a la(s) 3:59 p.m., Anthony Muñoz <cc.contractingcorp@gmail.com> escribió:

Hello,

Yes, I will call and straighten this out. This was uncalled for. It had to be from a complaint from someone in the building. Asbestos report will be in my hands in the morning and I'll submit everything tomorrow and call you when I do. Thank you

Anthony Munoz
754-465-2061

On May 16, 2022, at 8:41 AM, Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

More problems! I do not know why they do that! I am Pat ing all the months.
Will you please check.

Enviado desde mi iPhone

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Fecha: 13 de mayo de 2022, 1:42:10 p.m. EDT
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: FPL Customer Correspondence
Responder-Para: no-reply@ndr.ecc.fpl.com



LOG IN

PAY
BILL

MIRTHA HAYDEE REINKENDORF-MA SIAS

Account #: *****2388

[Update Email](#)

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If you plan to keep your account open, you are responsible for repairs to the meter enclosure. FPL suggests that you contact a licensed electrical contractor to perform these repairs and obtain appropriate permits and applicable electric inspections.

You or your contractor may contact us at 954-956-2014 to make an appointment for the reconnection of your electric service. The electrical inspection, if required by the local authority, must be reported to FPL prior to the appointment and reinstallation of the meter. During this time period, your account must remain current to keep the account open, and you will be billed a minimum service charge. Repairs should be completed by October 31, 2022 to avoid having your account closed.

We look forward to working with you to resolve this matter.

Sincerely,
Michelle
FPL Customer Accounting

Please do not reply to this email, this address is not monitored. For help, visit [FPL.com](https://www.fpl.com)

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C729 - 4d872c7a760808dda9a1a48c62123800

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: martes, 31 de mayo de 2022 19:55
Para: 'Anthony Muñoz'
Asunto: RV: Unit #1608--Architectural Review Forms
Datos adjuntos: Architectural Review CHECK LIST - Copy.pdf; Architectural Review FORM_050122.pdf

Hello Anthony

Unfortunately, the problems are following. I found this mail in the inbox of no desired mails. Please keep me updated and what you are going to do with this. It is urgently requested your action.

Regards,

Mirtha Reinkendorf

De: Leisure Towers [mailto:1500leisuretowers@gmail.com]
Enviado el: martes, 10 de mayo de 2022 16:45
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Unit #1608--Architectural Review Forms

Attached please find the architectural review forms that need to be completed and approved. A refundable contractor damage deposit in the amount of \$1500 is also required.

Best Regards,

Leisure Towers Association
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
Phone: (954) 946-2444

Leisure Towers

1500 South Ocean Blvd, Lauderdale-By-The-Sea, FL 33062

UNIT MODIFICATION APPROVAL

Owner Name: _____ Unit #: _____

The Contractor _____

will be performing construction/remodeling work as follows:

I understand that as a Unit Owner, I am responsible and liable for the action of my contractors and employees while on the premises. I agree to abide by the Association rules and regulations, and I also agree to ensure that the contractor also abides by the rules and regulations while on the premises, I further understand that any costs to clean up, dispose of debris, or repair damage to common elements, including applicable fees for consulting, legal fees, or agent expense related to any project will be charged back to my unit with any fine and legal fee. I understand that I cannot alter any common element without the consent and approval of the Board.

Unit Owner	Printed Name	Signature	Date
------------	--------------	-----------	------

Board Member Approval	Printed Name	Signature	Date
-----------------------	--------------	-----------	------

Board Member Approval	Printed Name	Signature	Date
-----------------------	--------------	-----------	------

Leisure Towers

1500 South Ocean Blvd, Lauderdale-By-The-Sea, FL 33062

First offense of any of the following will be to notify the unit owner in writing. Second confirmed offense will result in immediate fines as determined by the Board and will include any charges and costs incurred to return the unit to the Boards' /and/or City of Lauderdale-by-the Sea's standards.

1. A unit owner must notify management in writing of any planned remodeling/construction work prior to commencement. Plans for altering, combining, or dividing units must have written approval from the Board prior to beginning any work. This includes changes in the inner construction of the unit, such as removing, relocating, and changing the décor of the outside walls and doors or revisions to existing piping and/or electrical service. Proposals for change which might involve the building's basic structural design must be accompanied by a plan prepared and approved by a Florida licensed engineer, whose professional seal shall be impressed on the plan. Assurance that no common area warranty will be negated must be supplied and a certificate of insurance with a limit of no less than 1 million (\$1,000,000) in liability naming the Association and its Agent must be received by management prior to work being considered for approval. Any attempted alteration prior to Board approval will be stopped by court action if necessary.

2. Owners and/or their contractors must obtain any and all needed permits, and shall arrange for inspection by proper authorities, such as but not limited to the City of Lauderdale-By-The-Sea. Such permits must be posted at the entrance of the unit during the activity. The owner must obtain a Certificate of Insurance naming the Association as an Additional Insured for liability and property damage in amounts sufficient to satisfy the Association, a copy of which shall be promptly provided to Management before work begins. The Association maintains the right to terminate any work if there is non-compliance to any of the rules and regulations.

3. All contractors must sign-in and out of the building with Management; showing proper identification when requested.

4. All plumbing, structural, and electrical work must be performed by licensed and insured professionals.

5. Owners may never alter common elements and/or limited common elements without Board approval. This covers repainting windows, doors, balcony railings, catwalk coverings, etc. that face common areas. Such approval may require a vote of the entire ownership. If such vote is required, it is the unit owner's responsibility to notify and seek approval from the unit owners in accordance with the Associations' documents and the Florida Condominium Act.

6. If work extends to or affects any common element, the owner must get approval of the Board. Drawings, plan, and a written explanation of the type and scope of work must be attached. In the event

Leisure Towers

1500 South Ocean Blvd, Lauderdale-By-The-Sea, FL 33062

that water cannot be turned off in other units, 72 hours' notice must be given. The charge for water shutdown is \$250.

7. The owner is responsible and financially liable for any damage to common areas and other units that occur because of contractor activity. The unit owner must be able to provide proof of Homeowners insurance to indemnify the Association and protect unit owner in the event of damage. This is in addition to the contractor's insurance.

8. In order to minimize disturbance to other owners, construction work must be performed between the hours of 9:00AM and 4:45PM, Monday through Friday. Contractor may not enter building prior to 9:00AM and must be out of the building prior to 4:45PM. No work will be done on Saturdays, Sundays or Holidays. The contractor will hang or lay protective tarps when necessary and prevent dust from entering the HVAC system and other units by covering over air vents when necessary.

9. Construction debris will not be dumped down the trash chutes or left anywhere in the common areas. Oversize debris is to be taken downstairs in the padded elevator only, and removed from the premises each day by the contractor.

10. Excessively loud talking, yelling, and boisterous behavior; loitering, eating, drinking, and politicking, are activities forbidden in common areas by all contractors.

11. Proper attire must be worn in common areas at all times; shoes and shirts must be worn in common areas. Contractors will ensure that footwear is clean, and they do not track dirt, and that studded soles do not mar floor coverings.

12. Smoking and/or carrying tobacco lighted products into the building is prohibited by local municipal code. Smoking is prohibited in all common areas including balconies and roof by all contractors.

13. Delivering of materials and equipment will be done using the elevator. Any use of elevator must be done via that same elevator. Any use of elevator must be done with protective pads and floor protection with no exception. The front lobby is NEVER used. The owner is responsible for reserving the elevator with Management prior to use, failure to do so will be treated as an unauthorized move and subject to fines. Contractor is not to leave unattended vehicles while loading or unloading. Unauthorized vehicles will be towed. Large vehicles must be permitted by Management.

14. No equipment or materials may be stored on catwalks or common areas.

15. Under NO circumstances shall building keys/fobs be given to Contractor.

Leisure Towers

1500 South Ocean Blvd, Lauderdale-By-The-Sea, FL 33062

16. Appropriate fines will be levied by Board at its sole discretion against any owner contracting or commencing work without required Board approval, including charges for damage and costs to return the building to its original and acceptable state.
17. Any alteration or damage to the common elements or limited common elements will be the responsibility of the unit owners. Repairs to that area will be done by Certified contractor and to an appropriate level to render any warranty or general level of aesthetic that existed prior to the unauthorized activity.
18. No unit owner or their contractor is permitted to alter, re-route, or cut/splice their incoming service phone line. No work may be performed in the cable or phone control rooms.
19. Approval to proceed/commence requires the approval of two board members

Mirtha Reinkendorf

De: Anthony Muñoz <cc.contractingcorp@gmail.com>
Enviado el: viernes, 10 de junio de 2022 14:57
Para: Mirtha Reinkendorf
Asunto: Re: FPL Customer Correspondence

Hello, the user name is cc.contractingcorp@gmail.com and password is condoProject1

Anthony Munoz
754-465-2061

On Jun 10, 2022, at 3:05 PM, Mirtha Reinkendorf <mreinkendorf@ebdperu.com> wrote:

Good afternoon Anthony

My son told me what you spoke with him. I am more worried than Ever.

I spoke today with the person in charge at the Broward. Org, and he told you miss to pay USD 50.00, so no review have been done.

We need your information to pay ourselves by internet. The person I spoke was Chaumcey, he told me your user was 18USA24976869, but we need your code to pay, you are the onl person that have the code.

Please send it asap to pay us and begin with the process. It is very, very important you know to do this today.

Thanks,

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]
Enviado el: lunes, 16 de mayo de 2022 15:00
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: FPL Customer Correspondence

Hello,

Yes, I will call and straighten this out. This was uncalled for. It had to be from a complaint from someone in the building. Asbestos report will be in my hands in the morning and I'll submit everything tomorrow and call you when I do. Thank you

Anthony Munoz
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More problems! I do not know why they do that! I am Pat ing all the months.
Will you please check.

Enviado desde mi iPhone



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The transaction was successfully completed. Thanks!
Your confirmation information is below.

CONFIRMATION INFORMATION

Items Paid For: 0000127369

Transaction Date: 6/10/2022 7:05 PM

Transaction No.: 2022061000126

Total Amount: \$50.00

Bank Authorization No.
005442

Please print this page for future reference.



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Permit Type	ePermit ID	ePermit Status	Application Number	License Status	Created Date	Project Name
Asbestos - Statement of Responsibilities	0000207236	FINISH	0000127369	In Review	May 26, 2022	Ocean Blvd



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- Terms of Use
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Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: viernes, 10 de junio de 2022 18:23
Para: 'Anthony Muñoz'
CC: Karl Ierkic
Asunto: RV: Attached Image
Datos adjuntos: 1805_001.pdf

Good afternoon Anthony

I have already paid, a few minutes ago, the USD 50.00 review. I am attaching the documents that state that payment.

Please keep in contact with us.

Regards,

Mirtha Reinkendorf

Mirtha Reinkendorf

De: BCSD_PAYMENT_CONFIRM@broward.org
Enviado el: viernes, 10 de junio de 2022 18:06
Para: Mirtha Reinkendorf; AirAsbestos@broward.org
Asunto: Broward County ePermit Online Payment Receipt

Thank you for your payment.

Please print this message for your records.

If any information below is inaccurate, please call us at (954) 765-4400 immediately.

Receipt Date: 6/10/2022 7:05 PM

Items Paid For: 0000127369

Transaction ID: 2022061000126

Total: \$50.00

Convenience Fee: \$0.00

Grand Total: \$50.00

Confirmation number: Epermits Online Payment-Authorization Code: 005442

Billing Information

Date Paid: 6/10/2022 7:05 PM

Paid By: mirtha reinkendorf

Credit Card #: ***7013**

Contact Information

Address: cerros de san francisco 613 lima FL 15023

Phone: 519-935-14222

Email: mreinkendorf@ebdperu.com

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The transaction was successfully completed. Thanks!
Your confirmation information is below.

CONFIRMATION INFORMATION

Items Paid For: 0000127369
Transaction Date: 6/10/2022 7:05 PM
Transaction No.: 2022061000126
Total Amount: \$50.00

Bank Authorization No.
005442

Please print this page for future reference.



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Permit Type	ePermit ID	ePermit Status	Application Number	License Status	Created Date	Project Name
Asbestos - Statement of Responsibilities	0000207236	FINISH	0000127369	In Review	May 26, 2022	Ocean Blvd



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Screen

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: viernes, 17 de junio de 2022 18:39
Para: 'Anthony Muñoz'
Asunto: RE: FPL Customer Correspondence

Anthony

I need to speak with you, about the following steps to follow. When is the best day and hour to speak with you, please.
Mirtha

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]
Enviado el: viernes, 10 de junio de 2022 14:57
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: FPL Customer Correspondence

Hello, the user name is cc.contractingcorp@gmail.com and password is condoProject1

Anthony Munoz
754-465-2061

On Jun 10, 2022, at 3:05 PM, Mirtha Reinkendorf <mreinkendorf@ebdperu.com> wrote:

Good afternoon Anthony

My son told me what you spoke with him. I am more worried than Ever.

I spoke today with the person in charge at the Broward. Org, and he told you miss to pay USD 50.00, so no review have been done.

We need your information to pay ourselves by internet. The person I spoke was Chaumcey, he told me your user was 18USA24976869, but we need your code to pay, you are the onl person that have the code.

Please send it asap to pay us and begin with the process. It is very, very important you know to do this today.

Thanks,

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]
Enviado el: lunes, 16 de mayo de 2022 15:00
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: FPL Customer Correspondence

Hello,

Yes, I will call and straighten this out. This was uncalled for. It had to be from a complaint from someone in the building. Asbestos report will be in my hands in the morning and I'll submit everything tomorrow and call you when I do. Thank you

Anthony Munoz
754-465-2061

On May 16, 2022, at 8:41 AM, Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

More problems! I do not know why they do that! I am Pat ing all the months.
Will you please check.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: FPL Communications

<FPL_Communications@ecc.fpl.com>

Fecha: 13 de mayo de 2022, 1:42:10 p.m. EDT

Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>

Asunto: Re: FPL Customer Correspondence

Responder-Para: no-reply@ndr.ecc.fpl.com



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MIRTHA HAYDEE REINKENDORF-MA SIAS

Account #: *****2388

[Update Email](#)

The FPL meter at the above address has been removed, and the service has been disconnected. If you would like to close your account, please contact me at 561-640-2483 or 1-800-226-3545.

If you plan to keep your account open, you are responsible for repairs to the meter enclosure. FPL suggests that you contact a licensed electrical contractor to perform these repairs and obtain appropriate permits and applicable electric inspections.

You or your contractor may contact us at 954-956-2014 to make an appointment for the reconnection of your electric service. The electrical inspection, if required by the local authority, must be reported to FPL prior to the appointment and reinstallation of the meter. During this time period, your account must remain current to keep the account open, and

you will be billed a minimum service charge.
Repairs should be completed by October 31,
2022 to avoid having your account closed.

We look forward to working with you to resolve
this matter.

Sincerely,
Michelle
FPL Customer Accounting

Please do not reply to this email, this address is not monitored. For help, visit
[FPL.com](https://www.fpl.com)

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C729 - 4d872c7a760808dda9a1a48c62123800



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My Application

Permit Type	ePermit ID	ePermit Status	Application Number	Status	Created Date	Project Name
Asbestos - Statement of Responsibilities	0000207236	FINISH	0000127369	In Review	May 26, 2022	Ocean Blvd



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Screen

Mirtha Reinkendorf

De: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Enviado el: lunes, 20 de junio de 2022 14:19
Para: Anthony Muñoz
Asunto: Surprise

I spoke today with Broward.org and told me you have not presented the requested documents! The plana, drawings, they send you an email on jume 10 requesting this!

I feel like a fool having to make your work !

If you are not going to make the Job do not make me loose my time and money It passed 1 month since I was in Pompano and nothing better has happen only that you do not do your work!

Enviado desde mi iPhone

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: lunes, 20 de junio de 2022 05:36
Para: Anthony Muñoz
Asunto: Re: FPL Customer Correspondence

Anthony
I have not received your reply! Do you understand it is urgently!!

Enviado desde mi iPhone

El jun. 17, 2022, a la(s) 6:39 p.m., Mirtha Reinkendorf <mreinkendorf@ebdperu.com> escribió:

Anthony

I need to speak with you, about the following steps to follow. When is the best day and hour to speak with you, please.

Mirtha

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]
Enviado el: viernes, 10 de junio de 2022 14:57
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: FPL Customer Correspondence

Hello, the user name is cc.contractingcorp@gmail.com and password is condoProject1

Anthony Munoz
754-465-2061

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I spoke today with the person in charge at the Broward. Org, and he told you miss to pay USD 50.00, so no review have been done.

We need your information to pay ourselves by internet. The person I spoke was Chaumcey, he told me your user was 18USA24976869, but we need your code to pay, you are the onl person that have the code.

Please send it asap to pay us and begin with the process. It is very, very important you know to do this today.

Thanks,

De: Anthony Muñoz [<mailto:cc.contractingcorp@gmail.com>]

Enviado el: lunes, 16 de mayo de 2022 15:00

Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>

Asunto: Re: FPL Customer Correspondence

Hello,

Yes, I will call and straighten this out. This was uncalled for. It had to be from a complaint from someone in the building. Asbestos report will be in my hands in the morning and I'll submit everything tomorrow and call you when I do. Thank you

Anthony Munoz
754-465-2061

On May 16, 2022, at 8:41 AM, Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

More problems! I do not know why they do that! I am Pat ing
all the months. Will you please check.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: FPL Communications

<FPL_Communications@ecc.fpl.com>

Fecha: 13 de mayo de 2022, 1:42:10 p.m. EDT

Para: Mirtha Reinkendorf

<mreinkendorf@ebdperu.com>

Asunto: Re: FPL Customer Correspondence

Responder-Para: no-reply@ndr.ecc.fpl.com



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MIRTHA HAYDEE REINKENDORF-MA SIAS

Account #: *****2388

[Update Email](#)

The FPL meter at the above address has been removed, and the service has been disconnected. If you would like to close your account, please contact me at 561-640-2483 or 1-800-226-3545.

If you plan to keep your account open, you are responsible for repairs to the meter enclosure. FPL suggests that you contact a licensed electrical contractor to perform these repairs and obtain appropriate permits and applicable electric inspections.

You or your contractor may contact us at 954-956-2014 to make an appointment for the reconnection of your electric service. The electrical inspection, if required by the local authority, must be reported to FPL prior to the appointment and reinstallation of the meter. During this time period, your account must remain current to keep the account open, and you will be billed a minimum service charge. Repairs should be completed by October 31, 2022 to avoid having your account closed.

We look forward to working with you to resolve this matter.

Sincerely,
Michelle
FPL Customer Accounting

Please do not reply to this email, this address is not monitored. For help, [FPL.com](https://www.fpl.com)

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C729 - 4d872c7a760808dda9a1a48c62123800

Mirtha Reinkendorf

De: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Enviado el: domingo, 26 de junio de 2022 11:07
Para: Anthony Muñoz
Asunto: My blue prints

Anthony

Your decisión of not communicating with me or Make your work that I already paid make a great harm to me besides the fine of the City Hall I need the plans, blue prints I paid to you And send to my nice house Marisol Flores 162 Lake Monterrey Circle Boynton Beach , 33426 I need them urgently Please confirm that you will send by return mail

Enviado desde mi iPhone

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: domingo, 3 de julio de 2022 21:53
Para: 'Anthony Muñoz'
Asunto: RE: My blue prints

Good night Anthony

I spoke today with the constructor Mr Fernandini, and he told me spoke with you and that you told him that you will begin my work this Tuesday july 5.

Please confirm, it is extremely important that you confirm to me that.

Thanks and regards,

-----Mensaje original-----

De: Mirtha Reinkendorf [mailto:mreinkendorf@ebdperu.com] **Enviado el:** domingo, 26 de junio de 2022 11:07
Para: Anthony Muñoz <cc.contractingcorp@gmail.com>
Asunto: My blue prints

Anthony

Your decisión of not communicating with me or Make your work that I already paid make a great harm to me besides the fine of the City Hall I need the plans, blue prints I paid to you And send to my nice house Marisol Flores

162 Lake Monterrey Circle

Boynton Beach , 33426

I need them urgently

Please confirm that you will send by return mail

Enviado desde mi iPhone

Case Overview

August 1, 2022

Property/Incident Information

Owner	Address	Site Address
MASIAS, MIRTHA H REINKENDORF	162 LAKE MONTEREY CIR BOYNTON BEACH, FL 33426	1500 S OCEAN BLVD, LAUDERDALE BY THE SEA, FL 33062 1608

Legal Description

LEISURE TOWERS CONDO UNIT 1608 PER CDO BK/PG: 3767/824

Description

WWOP reported by PM.

Case Status	Open	Case #	21100009	Date Next Inspection	4/28/2022
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Notes FBC 105.1 - Interior renovations done without a Permit from the Town.
As per Building Official: Interior remodel work without permit. Stop Work Order posted October 13, 2021.
Corrective Action required: Please obtain an after-the-fact permit for the interior work done without a permit. Please comply with any stipulations of the permit(s), obtain all required inspections, and ensure that the permit(s) is Closed.
For assistance with permitting or questions about the violation, you may contact the Building Department at 954-640-4215 or building@lbts-fl.gov.

If you have any questions or concerns, please contact code inspector Greg Wienbarg at 954-531-5596, or via email gregw@lauderdalebythesea-fl.gov

Documents Issued

<u>Date Issue</u>	<u>Document Type</u>
10/12/2021	Complaint
10/13/2021	Notice of Violation
10/13/2021	Notice of Hearing
10/13/2021	Affidavit of Service
11/17/2021	Affidavit of Non-Compliance
11/19/2021	Notice of Hearing
11/19/2021	Final Order
1/13/2022	Affidavit of Non-Compliance
1/26/2022	Affidavit of Non-Compliance
2/4/2022	Special Magistrate Mitigation
2/5/2022	Notice of Hearing
2/24/2022	Affidavit of Non-Compliance
3/2/2022	Notice of Hearing
3/28/2022	Notice of Hearing
4/27/2022	Affidavit of Non-Compliance
5/6/2022	Order of Imposition/Liens
7/6/2022	Lien Recorded Information

Case Overview

Violations

Ordinance/Regulation	Section	Description	Date Complied
Florida Building Code	6th Edition (2017) FBC BCA Section 105.1	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this Code, or to cause any such work to be done; or to change the Occupancy of a building or structure from one use Group to another requiring greater strength, means of egress, fire and sanitary provisions; or to change to an unauthorized or prohibited use; or to install or alter any equipment for which provision is made or the installation of which is regulated by this Code; shall first make application to the Building Official and/or Fire Code Official as indicated in the FFPC or a duly authorized representative and obtain the required permits. A permit shall be deemed...	Not in Compliance - Reinspection Date: 4/28/2022

Fines

<u>Fine Type</u>	<u>Section</u>	<u>Fine Type</u>	<u>Date Complied</u>	<u>Total Fine</u>
Individual Violation	6th Edition (2017) FBC BCA Section 105.1	Individual Violation		\$19,400.00
Admin Fixed		Admin Fixed		\$50.00
Admin Fixed		Admin Fixed		\$200.00
		Total Fines		\$19,650.00

Payments

<u>Date</u>	<u>Payment Type Name</u>	<u>Amount</u>
	Total Payments	\$0.00
	Fees Outstanding	\$19,650.00

August 5, 2022

Anthony, I came to your home because
you did not reply my phone calls nor
the Whatsapp. I need my money
please contact me tomorrow or I
will have to take another actions.
I have to return to my country!
You know it is the money of my
retirement. If you do not have all the
money right now, please speak with
me right now.
Call me

Ignacio Perikendof

Mirtha Reinkendorf

De: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Enviado el: lunes, 15 de agosto de 2022 00:28
Para: David Lee
Asunto: 1500 S Ocean Blvd/Unit 1608

Good night Mr Lee

I am Mirtha Reinkendorf, the Owner of said apartment. I was in your office with the former , Mr Anthony Muñoz, ending May.(I do not know if you remember me) It was supposed that he was going to pay he license and you gave us this day that the license cost for remodeling will be the double because he made demolitio with out license. The license was about \$ 1560 with the double you said it was a round \$ 3560 aprox. I do not remember exactly the amount.

Finally, he disappeared with my \$ 24,000 I gave him. He cheated me all this time as I live in Perú and trusted in him. I lost a lot of money with that Guy, it is the money of my retirement fund! Can you imagine how I feel?

Now, I have a New constructor and he is doing all Ok. I have to pay to your Office, this week the license fee. Will you be so kind to finally give me the exact amount in order to Pay for the license.

Thanks very much for your kind assistance.

Mirtha Reinkendorf

Enviado desde mi iPhone

TOWN-OF-LAUDERDALE-BY-
4501 Ocean Dr.
Fort Lauderdale, FL 33308
Phone: (954)640-4200

Term ID: 001

Sale - Approved

Date: 08/15/22

Time: 14:02:02

Card Type: Chase

Entry Method: Manual

Card #: XXXXXXXXXXXXX0723

Invoice #: 081522

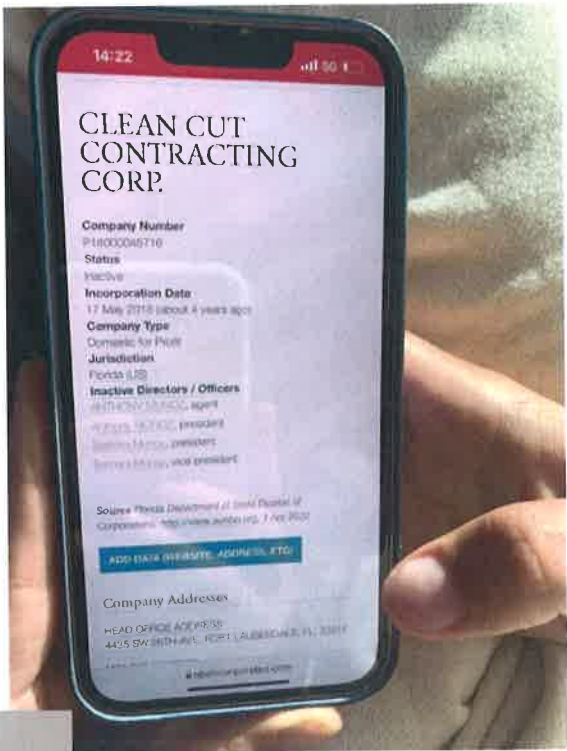
Approval Code: 020214

Amount **\$8,894.12**

I agree to pay the above total amount according to the card
issuer agreement. (Merchant agreement if credit voucher)

Thank You!

Customer Copy





LIST OF WHATSSAPP BETWEEN MIRTHA REINKENDORF AND ANTHONY MUÑOZ

SINCE: OCTOBER 08, 2021
TO: AUGUST 5, 2022

MARKED IN BLUE: WHATSSAPP SEND FROM MIRTHA REINKENDORF TO ANTHONY MUÑOZ

MARKED IN YELLOW: WHATSSAPP SEND FROM ANTHONY MUÑOZ TO MIRTHA

[10/8/21 4:18:30 p.m.] Anthony Muñoz: Los mensajes y las llamadas están cifrados de extremo a extremo. Nadie fuera de este chat, ni siquiera WhatsApp, puede leerlos ni escucharlos.

[10/8/21 4:18:30 p.m.] Mirtha Reinkendorf: Hello

[10/8/21 4:18:45 p.m.] Mirtha Reinkendorf: It is Mirtha for the apartment in Pompano

[10/8/21 4:18:57 p.m.] Mirtha Reinkendorf: I am right now in Peru

[10/8/21 4:21:06 p.m.] Mirtha Reinkendorf: You send the document Broward County Uniform Building Permit Application to sign, and it says that my signature must be Also certified my signsture by a Notary?

[10/11/21 5:59:42 p.m.] Mirtha Reinkendorf: I send you again a New document

[10/11/21 5:59:48 p.m.] Mirtha Reinkendorf: Again

[10/12/21 1:46:33 p.m.] Mirtha Reinkendorf: Hello

[10/12/21 1:47:35 p.m.] Mirtha Reinkendorf: Any News about the document I send you yesterday?

[10/12/21 4:11:49 p.m.] Mirtha Reinkendorf: Hi Anthony

I send the document today again. Please confirm it is ok

Thanks

[10/13/21 7:54:31 a.m.] Anthony Muñoz: Hello, yes I received it ok. Thank you

[10/13/21 10:19:39 a.m.] Mirtha Reinkendorf: 👍

[11/3/21 11:00:10 a.m.] Mirtha Reinkendorf: Hello

[11/3/21 7:42:32 p.m.] Mirtha Reinkendorf: Hello Anthony

Any news???

[11/8/21 11:14:02 a.m.] Mirtha Reinkendorf: Hi Anthony

[11/8/21 11:15:32 a.m.] Mirtha Reinkendorf: Which is the Best date you have to Obtain the authorization?

[11/29/21 9:40:56 a.m.] Mirtha Reinkendorf: Hello Anthony

[11/29/21 9:41:49 a.m.] Mirtha Reinkendorf: I am in Florida

[11/29/21 9:42:00 a.m.] Mirtha Reinkendorf: Do you have any news?

[11/29/21 12:20:25 p.m.] Anthony Muñoz: Hello, can I call you back shortly?

[11/29/21 12:20:32 p.m.] Mirtha Reinkendorf: Yes

[11/30/21 1:31:55 p.m.] Mirtha Reinkendorf: I am a little worry

[11/30/21 1:32:22 p.m.] Mirtha Reinkendorf: No news? Waiting your Call yesterday

[12/1/21 3:20:07 p.m.] Mirtha Reinkendorf: I have the draft of the apartment already

Please give me your email yo send to you

[12/4/21 2:36:47 p.m.] Mirtha Reinkendorf: Hello

[12/4/21 2:37:32 p.m.] Mirtha Reinkendorf: Any news?

[12/7/21 1:41:57 p.m.] Mirtha Reinkendorf: Hello

[12/9/21 2:10:47 p.m.] Mirtha Reinkendorf: Hello

[12/9/21 2:10:53 p.m.] Mirtha Reinkendorf: Any news?

[12/22/21 11:20:41 a.m.] Mirtha Reinkendorf: Hello Anthony

[12/22/21 11:20:46 a.m.] Mirtha Reinkendorf: Any news?

[12/22/21 11:21:23 a.m.] Mirtha Reinkendorf: I have received a letter with penalties! And should be in the court on January 24

[12/22/21 11:22:25 a.m.] Anthony Muñoz: Hello, we will have the paperwork done way before then so we could beat that when the time comes.

[12/22/21 11:23:11 a.m.] Mirtha Reinkendorf: They want me to pay 100 dollars daily! They are crash

[1/7/22 1:18:44 a.m.] Mirtha Reinkendorf: Hello Anthony

I an a little worry as I do not find the letter I received from the Court for my January 24 presentation. Do you where can I obtain a copa quickly?

[1/12/22 9:17:21 a.m.] Mirtha Reinkendorf: Good morning Anthony

Today is 12 and I have to be at Court the 24

You told this week will be ready this week

Please Up date me today about all

[1/12/22 9:20:43 a.m.] Anthony Muñoz: Good morning, I will speak with the architect today and update you before the end of the day. This is taking way too long but we will get through it

[1/12/22 9:24:26 a.m.] Mirtha Reinkendorf: I am trying not to Travel if you have all the problem solved before but I can not wait too much to Buy my tiket

[1/12/22 9:25:15 a.m.] Anthony Muñoz: Ok, we'll take care of it.

[1/14/22 1:00:13 p.m.] Mirtha Reinkendorf: Hello Anthony

Any news?

[1/17/22 7:34:43 p.m.] Mirtha Reinkendorf: imagen omitida

[1/17/22 7:34:43 p.m.] Mirtha Reinkendorf: imagen omitida

[1/17/22 7:34:43 p.m.] Mirtha Reinkendorf: imagen omitida

[1/18/22 4:50:40 p.m.] Mirtha Reinkendorf: Hello

[1/18/22 4:55:50 p.m.] Mirtha Reinkendorf: Hello Anthony

The person who I spoke today is Greg Wienbarg from

Tomen of Lauderdale by the sea. 4501 Ocean Drive

In order to avoid my trip to Miami and he can review the case, he Id Ask ing me the name of the perdón to who you talked. It seems rare that nothing appears in the system as presented. It is supposed to present and then they request Changes, but un our case nothing appears presented. Please reply me tonight with the name of the person and the documents you already have (send me photos) it is extrémele urgent

[1/18/22 7:38:19 p.m.] Mirtha Reinkendorf: Perdon =person

[1/19/22 11:34:22 a.m.] Mirtha Reinkendorf: Anthony please I need the documents we spoke yesterday and the name of the person who always requests changes. There is no document in the System registered!!! Please is extrémele urgent!!

[1/19/22 11:34:52 a.m.] Anthony Muñoz: imagen omitida

[1/19/22 11:36:11 a.m.] Mirtha Reinkendorf: I am so sorry! When do you expect to be out of the hospital

[1/19/22 11:37:06 a.m.] Anthony Muñoz: Hopefully after recovery from surgery.

Today or tomorrow

[1/19/22 11:37:13 a.m.] Mirtha Reinkendorf: Ok

[1/19/22 11:42:11 a.m.] Anthony Muñoz: Thank you 🙏

[1/19/22 8:22:18 p.m.] Mirtha Reinkendorf: How are you feeling?

[1/19/22 8:22:50 p.m.] Mirtha Reinkendorf: I am Traveling this sunday to be at 5pm on the Court on monday 24

[1/21/22 1:35:03 p.m.] Mirtha Reinkendorf: Hello Anthony

I hope you are doing will

[1/21/22 1:35:11 p.m.] Mirtha Reinkendorf: Will=well

[1/21/22 1:35:21 p.m.] Mirtha Reinkendorf: Any news?

[1/21/22 1:36:23 p.m.] Mirtha Reinkendorf: The audience is this monday January 25 at 5pm

[1/21/22 1:36:42 p.m.] Mirtha Reinkendorf: January 24

[1/21/22 1:37:12 p.m.] Anthony Muñoz: Yes, I have some recovery ahead of me. I'll get tou a copy of all the paperwork I have, just waiting on the blueprints. I'm calling him now and will get back to you shortly. Thank you

[1/21/22 1:37:41 p.m.] Mirtha Reinkendorf: You will be with me this monday at the Court?

[1/21/22 1:38:00 p.m.] Mirtha Reinkendorf: They are requesting your presente

[1/21/22 1:38:03 p.m.] Anthony Muñoz: I can go with you still, I just have a walker now until I heal.

[1/21/22 1:38:06 p.m.] Mirtha Reinkendorf: Presence
 [1/21/22 1:38:12 p.m.] Mirtha Reinkendorf: Ok
 [1/21/22 1:38:30 p.m.] Mirtha Reinkendorf: They require me to go with the constructor
 [1/21/22 1:38:53 p.m.] Anthony Muñoz: Ok, I'll be there. For sure.
 [1/22/22 11:07:01 p.m.] Mirtha Reinkendorf: Hello Anthony
 The ádrese for the
 Monday 24 meeting with Greg Wienbarg
 4501 Ocean Drive
 Lauderdale by the Sea
 33308
 [1/24/22 9:16:21 a.m.] Anthony Muñoz: Hello, 5:00 PM correct?
 [1/24/22 10:01:51 a.m.] Mirtha Reinkendorf: Yes
 [1/24/22 10:02:10 a.m.] Anthony Muñoz: OK, I will see you there and I have all the paperwork with me
 [1/24/22 10:02:22 a.m.] Mirtha Reinkendorf: Ok
 [1/25/22 1:43:27 a.m.] Mirtha Reinkendorf: Please Tell me of you spoke with then
 [1/25/22 1:43:33 a.m.] Mirtha Reinkendorf: With then
 [1/25/22 1:43:42 a.m.] Mirtha Reinkendorf: Then=them
 [1/25/22 1:44:14 a.m.] Mirtha Reinkendorf: It is important to have the documents presented before thursday this week
 [1/25/22 10:29:01 a.m.] Mirtha Reinkendorf: Anthony please I need to know if you already spoke with the persona and enter the documents
 [1/25/22 10:29:26 a.m.] Mirtha Reinkendorf: I have to chsnge my airlines tiket and it has a cost for me
 [1/25/22 2:51:14 p.m.] Anthony Muñoz: Hello, I called Mr. Lee and it went to the answering machine, I left him a message to call me as soon as possible in regards to your unit. If I do not hear back from him soon I will try again this afternoon and then again first thing in the morning. Thank you
 [1/25/22 3:58:55 p.m.] Mirtha Reinkendorf: Please speak with the other Guy, Greg
 [1/25/22 3:59:57 p.m.] Mirtha Reinkendorf: Please Try all the Say with Lee and the other
 I cama from Peru
 I changes my tikets again and it cost me a lot!
 [1/25/22 4:00:08 p.m.] Mirtha Reinkendorf: Call Greg
 He always reply
 [1/25/22 4:00:25 p.m.] Mirtha Reinkendorf: You have to Call then constantly please
 [1/25/22 4:19:33 p.m.] Anthony Muñoz: Ok, I'll call Greg shortly.
 [1/25/22 6:20:36 p.m.] Mirtha Reinkendorf: Did you spoke with somebody?
 [1/25/22 6:20:56 p.m.] Mirtha Reinkendorf: Tomorrow is the last day to introduce the documents un there system
 [1/25/22 6:21:02 p.m.] Mirtha Reinkendorf: Please
 [1/25/22 6:22:26 p.m.] Anthony Muñoz: I did not get a hold of anybody today but I am on it first thing in the morning and I have your file with me so I will make it happen and get a hold of you immediately after
 [1/25/22 6:24:57 p.m.] Mirtha Reinkendorf: Ok
 [1/25/22 6:25:17 p.m.] Mirtha Reinkendorf: Keep me posted please
 I am so nervous
 [1/26/22 11:35:27 a.m.] Mirtha Reinkendorf: Good morning
 [1/27/22 3:34:20 p.m.] Anthony Muñoz: Good afternoon, is the meeting at 5 or 5:30 this evening? Thank you
 [1/27/22 3:44:30 p.m.] Mirtha Reinkendorf: 5

[1/27/22 4:11:40 p.m.] Mirtha Reinkendorf: I am very close to the place. In 5 minutes I arrive and you?

[1/27/22 5:13:29 p.m.] Mirtha Reinkendorf: Are you near? I am in the last row seated with my husband

[2/4/22 8:18:11 a.m.] Mirtha Reinkendorf: Hi Anthony

[2/4/22 8:18:32 a.m.] Mirtha Reinkendorf: Any news about the architect?

[2/16/22 9:35:54 a.m.] Mirtha Reinkendorf: Hello Anthony

[2/16/22 9:36:06 a.m.] Mirtha Reinkendorf: Do you all ready?

[2/16/22 9:36:26 a.m.] Mirtha Reinkendorf: February 23 I think is the last day

[2/16/22 9:36:46 a.m.] Mirtha Reinkendorf: Keep me informed please

[2/16/22 8:08:54 p.m.] Mirtha Reinkendorf: imagen omitida

[2/16/22 8:08:54 p.m.] Mirtha Reinkendorf: imagen omitida

[2/16/22 8:08:54 p.m.] Mirtha Reinkendorf: imagen omitida

[2/19/22 10:49:44 a.m.] Mirtha Reinkendorf: Hello Anthony

[2/19/22 10:49:59 a.m.] Mirtha Reinkendorf: Did you presented the documents?

[2/21/22 10:44:29 a.m.] Mirtha Reinkendorf: Hello Anthony

[2/21/22 10:45:08 a.m.] Mirtha Reinkendorf: No news about the documents presentation?

This wednesday is the presentation in the Court again!

[2/21/22 10:45:30 a.m.] Mirtha Reinkendorf: You told me last week you have all ready to present?

[2/21/22 10:45:48 a.m.] Mirtha Reinkendorf: Please let me know urgently

[2/21/22 10:45:57 a.m.] Mirtha Reinkendorf: I am in peru

[2/23/22 7:45:12 a.m.] Mirtha Reinkendorf: Good morning Anthony did you present already the documents including the architect documents? Need your reply urgently

[2/23/22 8:20:23 a.m.] Anthony Muñoz: Good morning, my apologies but my WhatsApp is not giving me notifications at all. I'm going to check into it so I don't miss anybody's calls. I know the clock is ticking and I am calling the architect every day. This is such a simple drawing and I can't get people to come through but I will head to his office this morning. Thanks

[2/23/22 8:22:15 a.m.] Mirtha Reinkendorf: Today is the last day!!!

[2/23/22 8:22:31 a.m.] Mirtha Reinkendorf: I thought you have already presented it!

[2/23/22 8:23:16 a.m.] Mirtha Reinkendorf: If you do not Fer the Dra Wong today we are lost! You have to pay the penalty!

[2/23/22 8:23:56 a.m.] Anthony Muñoz: I will speak to Mr. Lee if I don't have the documents in by today to see about an extension

[2/23/22 8:24:10 a.m.] Mirtha Reinkendorf: Today is the last day!

You told me last week you have all ready and it is not true

We are in the same step of last month

[2/23/22 8:24:13 a.m.] Anthony Muñoz: I won't let it get to the point where you have to pay any fines

[2/23/22 8:24:34 a.m.] Anthony Muñoz: That's because the architect told me he was finished but then avoiding my calls

[2/23/22 8:24:53 a.m.] Mirtha Reinkendorf: But I am losing time and money

[2/23/22 8:25:15 a.m.] Mirtha Reinkendorf: It has pases 1 month!

[2/23/22 8:25:28 a.m.] Mirtha Reinkendorf: It is not acceptable

[2/23/22 8:26:09 a.m.] Mirtha Reinkendorf: You have to go today to the architect office

I feel very frustrated!

No hay to comunicate with you

[2/23/22 8:26:57 a.m.] Mirtha Reinkendorf: No way to comunicate with you

And you do not communicate with me!

I need a reply by today or I will have to go again to USA

[2/23/22 8:27:50 a.m.] Mirtha Reinkendorf: Go to the architect right now!!

It has passed a lot of month without presenting the correct documents

[2/23/22 8:28:12 a.m.] Mirtha Reinkendorf: I am calling you by Phone also and you never reply

[2/23/22 8:29:01 a.m.] Mirtha Reinkendorf: In the Court meeting they say it was the last extension

[2/23/22 12:56:17 p.m.] Anthony Muñoz: Hello, I didn't have any luck with that architect but I have good news. I have a new architect and he is working on it as we speak so I will have it on time to turn in.

[2/23/22 1:12:51 p.m.] Mirtha Reinkendorf: On time means to present tomorrow?

[2/23/22 1:13:25 p.m.] Mirtha Reinkendorf: Tomorrow is the last day, and you should be in the Court according to the PAPER I send you by whatsapp

[2/23/22 1:16:08 p.m.] Mirtha Reinkendorf: What are you going to do for tomorrow? To avoid the penalties

[2/23/22 1:16:58 p.m.] Anthony Muñoz: I left a message for David Lee to call me back, and I will be there first thing in the morning

[2/23/22 3:45:36 p.m.] Anthony Muñoz: Can you please re send me the floor plan? It won't come up for some reason.

[2/23/22 4:06:31 p.m.] Mirtha Reinkendorf: Ok

[2/23/22 4:07:51 p.m.] Mirtha Reinkendorf: I am driving

[2/23/22 4:07:58 p.m.] Mirtha Reinkendorf: Give me 20 minutes

[2/23/22 4:08:08 p.m.] Mirtha Reinkendorf: I send it on the past by mail

[2/23/22 4:08:14 p.m.] Anthony Muñoz: Ok.

[2/23/22 4:27:35 p.m.] Mirtha Reinkendorf: imagen omitida

[2/23/22 4:28:38 p.m.] Mirtha Reinkendorf: I send one minute ago to your mail Cc.contractingcorp@gmail.com

[2/23/22 4:28:44 p.m.] Mirtha Reinkendorf: .com

[2/24/22 8:50:55 a.m.] Mirtha Reinkendorf: Good morning

The hearing is today At 5pm

[2/24/22 9:11:13 a.m.] Mirtha Reinkendorf: Good morning

I hope you are in the Court office speaking with the person in charge for more time.

I have 2 concerns:

1) last time (1 month ago) you told me there is a New architect working the draft. 1 once has passed and nothing happens! Lost of time and money for me
2) yesterday you told me the same, 1 architect you have found and will do this draft. What is the time the architect need a to finish this Small draft?

One month? Will not be acceptable

3) as the time has passed I want to sell the property and is not possible! Losing time and money again

I need your reply of the perdón of the Court you are going to visit this morning early

I wait your news by 10:30 am

[2/24/22 12:09:57 p.m.] Anthony Muñoz: Hello, I went to the Building department and they said to just come to the hearing and explain what happens with the situation with the architects and they will give an extension without any fines. Meanwhile I'll be turning the paperwork in by tomorrow or Monday the latest so we can finally move forward. Thank you

[2/24/22 6:19:54 p.m.] Mirtha Reinkendorf: So, When will you finally present all the documents for the final authorization?

[2/24/22 8:08:41 p.m.] Anthony Muñoz: Ok, the hearing went well, I picked up the

blueprints today and will submit the first of next week as I have to get an updated insurance certificate from the plumber and we'll be good to go.

[2/25/22 12:21:41 a.m.] Mirtha Reinkendorf: Ok

Many thanks

Please Keep me informed

[2/25/22 12:23:11 a.m.] Mirtha Reinkendorf: So you mean that in 7 days approximately we can vegn the remodelación of the apartment? More or less? I have to fly to Miami to Buy the materiales as refrigerator, etc

[2/25/22 12:05:22 p.m.] Anthony Muñoz: Hello, let's submit everything and make sure it passes before you come to town. I'll keep you posted going forward.

Thanks

[2/25/22 2:29:39 p.m.] Mirtha Reinkendorf: Ok

[3/3/22 12:42:28 a.m.] Mirtha Reinkendorf: Hello Anthony

[3/3/22 12:43:26 a.m.] Mirtha Reinkendorf: Did you presented the documents already for approval?

[3/3/22 3:23:09 p.m.] Mirtha Reinkendorf: Hello

[3/3/22 3:23:14 p.m.] Mirtha Reinkendorf: News??

[3/8/22 8:59:10 p.m.] Anthony Muñoz: Hello, I am so sorry but I did not have my phone all day and just spoke to Jorge. I have a few things that I need to get including an asbestos report that they are asking for. I am working on it and I want you to know that if you would like to talk. We can talk tomorrow. I will be available. Thank you

[3/8/22 10:06:30 p.m.] Mirtha Reinkendorf: Ok will Call you tomorrow mid day

[3/18/22 4:24:09 p.m.] Mirtha Reinkendorf: Ok

[3/18/22 4:24:21 p.m.] Mirtha Reinkendorf: I will Call you 11am

My time

[3/18/22 4:24:44 p.m.] Mirtha Reinkendorf: Because I do not have the date When we can begin the work

[3/18/22 4:25:05 p.m.] Mirtha Reinkendorf: You already have the papers from the Architect?

[3/19/22 8:39:03 a.m.] Anthony Muñoz: Yes I do.

[4/11/22 10:15:15 a.m.] Mirtha Reinkendorf: Hello Anthony

Excuse me I couldnt contact you in saturday

[4/11/22 10:15:31 a.m.] Anthony Muñoz: No problem

[4/11/22 10:15:41 a.m.] Mirtha Reinkendorf: Can I Call you now? Or what time is verter for you

[4/11/22 10:15:45 a.m.] Anthony Muñoz: Yes

[4/11/22 10:15:54 a.m.] Mirtha Reinkendorf: Cal you

[4/11/22 10:15:56 a.m.] Anthony Muñoz: Ok

[4/11/22 8:13:03 p.m.] Mirtha Reinkendorf: Do not forget to send me your Bank Account and routing number

[4/11/22 8:13:48 p.m.] Anthony Muñoz: imagen omitida

[4/11/22 11:38:12 p.m.] Mirtha Reinkendorf: Please Account number 4397795093

[4/12/22 12:00:59 a.m.] Mirtha Reinkendorf: Confirm

[4/12/22 7:18:08 a.m.] Anthony Muñoz: Yes

[4/13/22 12:27:27 p.m.] Anthony Muñoz: That's it

[4/13/22 12:58:23 p.m.] Mirtha Reinkendorf: The name that appears in the Account please

[4/13/22 4:53:30 p.m.] Anthony Muñoz: Anthony Munoz

[4/13/22 5:14:19 p.m.] Mirtha Reinkendorf: Ok

[4/13/22 7:56:49 p.m.] Mirtha Reinkendorf: The Bank is adjunto if the Account is personal or a business Account

Also need your ádrese

[4/13/22 7:56:55 p.m.] Mirtha Reinkendorf: Your address

[4/13/22 7:57:04 p.m.] Mirtha Reinkendorf: I am

Right now with the Bank

[4/13/22 8:17:07 p.m.] Mirtha Reinkendorf: imagen omitida

[4/13/22 8:18:13 p.m.] Mirtha Reinkendorf: They are Asking me your Checking number that appears in your TD ameritrade checks

[4/13/22 8:35:48 p.m.] Mirtha Reinkendorf: imagen omitida

[4/14/22 8:39:41 a.m.] Anthony Muñoz: Videollamada perdida

[4/14/22 8:40:57 a.m.] Anthony Muñoz: Sorry, I called by accident. I'll let you know when it goes in my account. Thank you

[4/18/22 5:51:16 p.m.] Mirtha Reinkendorf: Hello

[4/18/22 5:51:30 p.m.] Mirtha Reinkendorf: Pls confirm you receive the money

[4/19/22 6:15:30 a.m.] Anthony Muñoz: Yes 🙏

[4/26/22 9:51:17 a.m.] Mirtha Reinkendorf: Good morning

[4/26/22 9:51:47 a.m.] Mirtha Reinkendorf: When do you expect to begin the work?

[4/26/22 9:52:07 a.m.] Mirtha Reinkendorf: I will be in Florida the next days

[4/26/22 9:52:42 a.m.] Mirtha Reinkendorf: What is the status as of today?

[4/28/22 12:47:23 p.m.] Anthony Muñoz: The report is due in tomorrow or Monday, then I'll submit everything immediately. Ty

[4/28/22 3:01:57 p.m.] Mirtha Reinkendorf: I will be there on May 14 or a little before

[5/1/22 10:32:32 p.m.] Mirtha Reinkendorf: Good night

Please read urgently the email I send to you last friday. The building is Trying to put ne a fine of 1000 dollars for the jobs done and I hace yo give a reply tomorrow

[5/1/22 10:34:01 p.m.] Mirtha Reinkendorf: They Also put me a fine of USD 50 for some shoe prints they found from the door of my apartment to the elvator. I think it was When the inspector where visiting last week?

[5/2/22 3:02:18 p.m.] Anthony Muñoz: Let me check my email and get back to you. Sorry, I just seen this.

[5/2/22 4:18:21 p.m.] Mirtha Reinkendorf: Is urgent please

[5/2/22 4:19:06 p.m.] Mirtha Reinkendorf: I will Travel tomorrow at 03:30am To Italy and have to reply something today

[5/2/22 4:23:58 p.m.] Anthony Muñoz: Please put them in touch with me as your contractor.

[5/2/22 4:59:03 p.m.] Mirtha Reinkendorf: Ok

[5/2/22 6:44:38 p.m.] Mirtha Reinkendorf: Did you already presented the papers to the City?

[5/3/22 4:27:37 p.m.] Mirtha Reinkendorf: Hello

[5/3/22 4:27:56 p.m.] Mirtha Reinkendorf: Did somebody Call or erite to you from my building?

[5/3/22 4:28:17 p.m.] Mirtha Reinkendorf: If not please Call and it write you. I do not want s fine

[5/4/22 7:11:49 a.m.] Anthony Muñoz: They didn't call or write me. No communication on their side.

[5/4/22 9:15:24 a.m.] Mirtha Reinkendorf: Please Call you or write them to have proof that we seré Trying to contact them

[5/4/22 9:15:39 a.m.] Mirtha Reinkendorf: Did you have all the papera ready to present?

[5/4/22 9:15:48 a.m.] Anthony Muñoz: Ok, I'll email them

[5/5/22 3:33:29 a.m.] Mirtha Reinkendorf: Anthony When do you expect to have all the documents ready to present? It has passed more then 6 montos!

[5/5/22 3:33:39 a.m.] Mirtha Reinkendorf: Montos=months
 [5/9/22 10:48:59 p.m.] Mirtha Reinkendorf: Hello Anthony
 [5/9/22 10:53:46 p.m.] Mirtha Reinkendorf: Please I need news from the papers
 [5/9/22 10:54:23 p.m.] Mirtha Reinkendorf: I write you in thursday last week and you did not reply
 [5/9/22 10:55:59 p.m.] Mirtha Reinkendorf: On April 28 you write me the report was due on monday to present , but no news till today!
 Need your urgent reply
 [5/9/22 10:58:35 p.m.] Mirtha Reinkendorf: It was supposed the report will be ready to present on May 2
 Today is May 10 (for me, I am in Italy) and no news Were supliRé by you! I am so worry
 [5/9/22 10:58:59 p.m.] Mirtha Reinkendorf: Suplire =supplied
 [5/10/22 8:00:31 a.m.] Anthony Muñoz: Hello, the report is due in tomorrow. This is crazy.
 [5/10/22 8:24:43 a.m.] Mirtha Reinkendorf: 🙏
 [5/15/22 8:11:51 a.m.] Mirtha Reinkendorf: Hello
 I am in Fort Lauderdale
 [5/15/22 8:12:33 a.m.] Mirtha Reinkendorf: Anthony today is May 15
 I need actual news about the documents, etc
 [5/16/22 10:26:39 a.m.] Anthony Muñoz: I'll call you back shortly please. Thank you
 [5/16/22 10:30:24 a.m.] Mirtha Reinkendorf: Ok
 [5/16/22 12:09:34 p.m.] Mirtha Reinkendorf: Please see the letter I received fromFPL
 [5/16/22 12:12:54 p.m.] Mirtha Reinkendorf: I resend to your email. My question is if you have requested that Service?
 [5/17/22 11:03:52 a.m.] Mirtha Reinkendorf: imagen omitida
 [5/17/22 11:03:52 a.m.] Mirtha Reinkendorf: imagen omitida
 [5/17/22 11:03:52 a.m.] Mirtha Reinkendorf: imagen omitida
 [5/17/22 11:03:52 a.m.] Mirtha Reinkendorf: imagen omitida
 [5/17/22 11:05:00 a.m.] Mirtha Reinkendorf: Please diste Hard the letter of the Sunpass
 [5/17/22 11:05:16 a.m.] Mirtha Reinkendorf: But the others letter of May 10!!
 [5/17/22 11:05:45 a.m.] Mirtha Reinkendorf: I do not understand the situation. Is a big head q he for me
 [5/17/22 11:05:56 a.m.] Mirtha Reinkendorf: I need a meeting with you
 [5/17/22 11:16:47 a.m.] Mirtha Reinkendorf: Headache for me
 [5/18/22 9:36:20 a.m.] Mirtha Reinkendorf: Hello Anthony
 [5/18/22 9:37:19 a.m.] Anthony Muñoz: Hello, can I call you back? Thank you
 [5/18/22 9:47:04 a.m.] Mirtha Reinkendorf: St what time?
 [5/18/22 9:47:20 a.m.] Mirtha Reinkendorf: I need to know whstbis happening?
 [5/18/22 9:47:36 a.m.] Mirtha Reinkendorf: Did you presented already the documents?
 [5/18/22 9:48:34 a.m.] Mirtha Reinkendorf: I extended my stay here till saturday I need to solve this matter now
 [5/18/22 9:48:39 a.m.] Anthony Muñoz: I had a bit of an emergency and will take care of that right afterwards.
 [5/18/22 9:49:09 a.m.] Mirtha Reinkendorf: This means today?
 [5/18/22 9:49:33 a.m.] Anthony Muñoz: Yes 🙏
 [5/18/22 9:49:42 a.m.] Mirtha Reinkendorf: So you did not presented the documents yet?
 [5/18/22 9:50:30 a.m.] Mirtha Reinkendorf: Please give me the phone number of

Greg

[5/18/22 9:50:40 a.m.] Mirtha Reinkendorf: My case is also an Emergency

[5/18/22 5:05:46 p.m.] Mirtha Reinkendorf: Hello

[5/18/22 5:06:01 p.m.] Mirtha Reinkendorf: Did you presented the documents already?

[5/18/22 5:06:15 p.m.] Mirtha Reinkendorf: It was supposed to be done on Monday!

[5/18/22 8:03:31 p.m.] Mirtha Reinkendorf: Anthony

[5/18/22 8:05:23 p.m.] Mirtha Reinkendorf: I Came for second time from peru to solve the problems. I informed you that I was coming but you did not appear! You Tell on monday or tuésday you will present the documents to the Court but nothing happening

[5/18/22 8:06:19 p.m.] Mirtha Reinkendorf: Tomorrow in thursday and nothing happens! What do i have to do? To speak with a lawyer?

[5/19/22 8:00:17 a.m.] Mirtha Reinkendorf: Anthony

Today is thursday and nothing happens better! I Can not Believe what is happening

[5/19/22 8:14:10 a.m.] Anthony Muñoz: Good morning, my apologies but I was away from my phone. I am finishing up something today and will turn in all the documents first thing in the morning. Greg never called me back from the city but I will speak to him when I arrive tomorrow

[5/19/22 8:15:49 a.m.] Mirtha Reinkendorf: Anthony

I am so sorry but It is the second time I came for the problems to Miami. It has passed more than 6 months and only problems! I need from you to present today! Not tomorrow the documents

[5/19/22 8:16:12 a.m.] Mirtha Reinkendorf: If you need my HELP I Can do but today is the Say for me

[5/19/22 8:16:16 a.m.] Mirtha Reinkendorf: Not tomorrow

[5/19/22 8:16:41 a.m.] Mirtha Reinkendorf: You Tell me on monday you were gount to present and today is thursday

[5/19/22 8:17:02 a.m.] Mirtha Reinkendorf: I want to seat with you and the documents right now!

[5/19/22 8:17:22 a.m.] Mirtha Reinkendorf: Today!!

[5/19/22 8:17:36 a.m.] Mirtha Reinkendorf: You are not giving the importante to my problem

[5/19/22 8:18:02 a.m.] Mirtha Reinkendorf: I do not accept any more tomorrow! Today is the Say to present the documents

[5/19/22 8:18:16 a.m.] Mirtha Reinkendorf: I feel all is first for you than my problems!

[5/19/22 8:18:31 a.m.] Mirtha Reinkendorf: Did you speak with the FPL?

[5/19/22 8:19:17 a.m.] Mirtha Reinkendorf: Please answer the phone!

[5/19/22 8:20:19 a.m.] Mirtha Reinkendorf: I do not believe you will do the documents

[5/19/22 8:20:43 a.m.] Mirtha Reinkendorf: I want and need for today to be presented today! No other way

[5/19/22 8:21:19 a.m.] Mirtha Reinkendorf: I am so upset

[5/19/22 8:22:14 a.m.] Mirtha Reinkendorf: My husband is with me and he is also so

Upset

[5/19/22 8:22:28 a.m.] Mirtha Reinkendorf: The documents should be presented today!!!!!!

[5/19/22 8:22:55 a.m.] Mirtha Reinkendorf: I requested you a meeting and no reply received from you

[5/19/22 8:23:09 a.m.] Mirtha Reinkendorf: Call me

[5/19/22 8:23:38 a.m.] Mirtha Reinkendorf: What happen with FPL?
 [5/19/22 8:24:21 a.m.] Mirtha Reinkendorf: It was supposed that you will speak with them the same day and nothing happens!!
 [5/19/22 8:24:41 a.m.] Mirtha Reinkendorf: No news from you about this issue!!
 [5/19/22 8:25:54 a.m.] Anthony Muñoz: I can't talk right now. Sorry.
 [5/19/22 8:26:03 a.m.] Anthony Muñoz: I'll call you later. Please
 [5/19/22 8:26:06 a.m.] Mirtha Reinkendorf: What?
 [5/19/22 8:26:16 a.m.] Mirtha Reinkendorf: Later means at what time
 [5/19/22 8:26:31 a.m.] Anthony Muñoz: Between 1 and 2
 [5/19/22 8:26:39 a.m.] Mirtha Reinkendorf: Too late
 [5/19/22 8:26:51 a.m.] Mirtha Reinkendorf: I need he documents presented today
 [5/19/22 8:27:13 a.m.] Mirtha Reinkendorf: The same happens the other day and you did not Call me!
 [5/19/22 8:27:26 a.m.] Mirtha Reinkendorf: I do not believe nothing right now
 [5/19/22 8:27:46 a.m.] Mirtha Reinkendorf: Confirm that documents will be presented today
 [5/19/22 8:27:55 a.m.] Mirtha Reinkendorf: I need a meeting with you today
 [5/19/22 8:28:12 a.m.] Mirtha Reinkendorf: I need to see the documents
 [5/19/22 8:32:51 a.m.] Mirtha Reinkendorf: Answer the phoneeeee
 [5/19/22 8:33:10 a.m.] Mirtha Reinkendorf: I feel desesperate
 [5/19/22 8:33:33 a.m.] Mirtha Reinkendorf: Come from my country and Can not speak or Met with you?
 [5/19/22 8:33:38 a.m.] Mirtha Reinkendorf: Incredible
 [5/19/22 8:38:05 a.m.] Mirtha Reinkendorf: In the letter of the City says we have only 20 days from May 10 to appeal
 [5/19/22 11:40:41 a.m.] Mirtha Reinkendorf: I an in the place that was your Office 7 months ago! You are no more here
 [5/19/22 11:40:49 a.m.] Mirtha Reinkendorf: Surprise for me
 [5/19/22 11:41:11 a.m.] Mirtha Reinkendorf: Where are you now located?
 [5/19/22 11:43:52 a.m.] Anthony Muñoz: Llamada perdida
 [5/19/22 11:44:07 a.m.] Anthony Muñoz: It's not connecting.
 [5/19/22 11:44:14 a.m.] Mirtha Reinkendorf: I feel really bad
 [5/19/22 11:45:20 a.m.] Anthony Muñoz: It will not connect when you called me and I tried to call you and it will not go through. Don't feel bad I will have all the paperwork in tomorrow. I promise
 [5/19/22 11:48:55 a.m.] Mirtha Reinkendorf: I am calling from Cristi
 [5/19/22 1:13:21 p.m.] Mirtha Reinkendorf: I am going to Greg office to Say we will be there tomorrow at 11am with all the documents
 [5/19/22 1:37:01 p.m.] Mirtha Reinkendorf: I am with Greg and HIS assistance
 [5/19/22 1:37:36 p.m.] Mirtha Reinkendorf: And they are requesting your license
 [5/19/22 1:37:40 p.m.] Mirtha Reinkendorf: Do you have?
 [5/19/22 1:38:04 p.m.] Mirtha Reinkendorf: It must Say Liability and work era
 [5/20/22 10:02:22 a.m.] Mirtha Reinkendorf: Good morning
 [5/20/22 10:02:32 a.m.] Mirtha Reinkendorf: I am in the office of Greg
 [5/20/22 10:02:38 a.m.] Mirtha Reinkendorf: Are you near?
 [5/20/22 10:02:47 a.m.] Mirtha Reinkendorf: It is 11:02am
 [5/20/22 10:02:53 a.m.] Anthony Muñoz: On my way in.
 [5/20/22 10:02:58 a.m.] Mirtha Reinkendorf: Ok
 [5/21/22 10:20:55 a.m.] Mirtha Reinkendorf: Todo morning Anthony
 [5/21/22 10:25:11 a.m.] Mirtha Reinkendorf: I de as yesterday at the building speak ing with the Manager and explaining what we do yesterday.
 I will send her business card to contact you for the permit to make the work

I also gave her the card of David Lee from the City
She will be in touch with him. Please do the request asbesto Broward
certificación on Monday! It is extremely urgent to avoid the fine in the
building. Please Keep me informed and do not let the time pass. I am making
efforts in coming here to solve the problem

Thanks

[5/21/22 10:25:38 a.m.] Mirtha Reinkendorf: I de as= I was

[5/21/22 10:26:30 a.m.] Mirtha Reinkendorf: I Tell the manager you has an
important surgery in your leg

[5/21/22 10:40:58 a.m.] Anthony Muñoz: Ok, no problem.

[5/24/22 9:49:31 a.m.] Mirtha Reinkendorf: Good morning

[5/24/22 9:50:03 a.m.] Mirtha Reinkendorf: Did you presented by internet the
asbesto document?

[5/24/22 9:52:40 a.m.] Mirtha Reinkendorf: I am calling you

We need urgently to present the document

Each day is 100 dollars!

[5/25/22 10:55:46 a.m.] Mirtha Reinkendorf: Hello Anthony

I wait for today wednesday the presentation of the asbestos document by internet
Please confirm today When done!

[5/25/22 3:23:52 p.m.] Anthony Muñoz: Hello, it takes up to 48 hours to get a
response, I'll update you ASAP

[5/25/22 3:40:48 p.m.] Mirtha Reinkendorf: 👍

[5/25/22 6:00:52 p.m.] Mirtha Reinkendorf: One favor

Do you have and screenshoot of the document presented? I want to send it to the
Manager of the building

[5/27/22 3:56:00 p.m.] Mirtha Reinkendorf: Good afternoon

Do you have the reply ?

[5/27/22 3:58:24 p.m.] Mirtha Reinkendorf: One week has passed since last
thursday we were with Greg and David Lee

It was supposed to have a reply for today (48 hours)

[5/30/22 1:39:08 p.m.] Mirtha Reinkendorf: Hello Anthony

[5/30/22 1:39:24 p.m.] Mirtha Reinkendorf: Please send me the documents we spoke
last friday

[5/30/22 4:41:19 p.m.] Mirtha Reinkendorf: Anthony I am Calling you

[5/30/22 4:41:45 p.m.] Mirtha Reinkendorf: Today is monday and nothing have
being received by me

[6/1/22 6:28:30 a.m.] Mirtha Reinkendorf: Good morning Anthony

I am waiting for the documents you erre supposed to send me last week! Is urgent
for me

[6/2/22 9:36:12 a.m.] Mirtha Reinkendorf: Anthony it has passed 1 week and no
news from you!!!

[6/2/22 9:36:49 a.m.] Mirtha Reinkendorf: I am tralla desesperate from not
having or receive fue comunicarian from you!

What Can we do??

[6/2/22 9:37:10 a.m.] Mirtha Reinkendorf: It is not possible for me to go
frequently to Miami

[6/2/22 9:37:56 a.m.] Mirtha Reinkendorf: But I need your reply! I have not
received the documents you were supposed to send me and the weeks are passing
and passing

[6/6/22 6:15:56 a.m.] Mirtha Reinkendorf: Hello Anthony

I am total Stressed for not having news or comunication with you about my
apartment. You never send me the documents for the certification and you know I
need this urgently!!!

[6/6/22 6:16:20 a.m.] Mirtha Reinkendorf: I see you open your whatsapp but not reply to me!!!!
[6/6/22 6:17:05 a.m.] Anthony Muñoz: I just got on right now. I'll get it to you today.
[6/6/22 6:17:05 a.m.] Mirtha Reinkendorf: Do I have to go again to Fort Lauderdale and look for you?? For having communication?
[6/6/22 6:17:30 a.m.] Anthony Muñoz: I was out of the country
[6/6/22 6:17:34 a.m.] Mirtha Reinkendorf: What have you got?
[6/6/22 6:17:45 a.m.] Mirtha Reinkendorf: The certificación is ready?
[6/6/22 6:19:30 a.m.] Mirtha Reinkendorf: I am Trying to speak with you by Phone

With no results

[6/7/22 11:34:15 a.m.] Mirtha Reinkendorf: Hello Anthony
My nice Tell me you send yesterday the email, but I have not received nothing!
Maybe you write wrong my email. I send it again
Mreinkendorf@ebdperu.com

[6/7/22 11:34:29 a.m.] Mirtha Reinkendorf: Please send me the information urgently

[6/9/22 10:38:37 a.m.] Mirtha Reinkendorf: Anthony
I really Can not understand the situation! You never answer the phone
I am Peru!!!

Do i have to go again to USA to speak with you?

I need the proof that you presented the document to Broward for certificación

[6/9/22 10:40:37 a.m.] Mirtha Reinkendorf: The board of the Building us requesting me this since se eral days!!

[6/9/22 10:40:58 a.m.] Mirtha Reinkendorf: I Can not understand why you do not reply me

[6/9/22 10:41:13 a.m.] Mirtha Reinkendorf: Maybe you have not presented the documents??

[6/9/22 10:42:05 a.m.] Mirtha Reinkendorf: I Also need the name of the company that has the authorization to do the work

[6/10/22 6:25:03 a.m.] Mirtha Reinkendorf: Anthony I Can not sleep due to the problem I have for the diñé and not having news or speak with you ! You promise things and do not Accomplish what you have to do! I Can not understand why you do not reply my daily calls or my messages. Maybe you did not presented the asbesto document for certification?

I need an urgent reply!!!!

[6/10/22 8:30:17 a.m.] Mirtha Reinkendorf: I have spoke with Chamcey from Broward Asbestos Certification! He told me Test the 14 days passed yesterday but you have not paid the 50 dollars fee!! So they do not do the work!!! And there is a fine of 100 dollars daily at the City Hall

I Can not understand you

Pay today !!!

[6/10/22 8:31:31 a.m.] Mirtha Reinkendorf: You are the only person authorized to pay online!!

[6/10/22 2:08:21 p.m.] Mirtha Reinkendorf: I have spoke with my sin and he told me what he spoke with you. We urgently need your password in order to pay us by internet the USD50

They told me your user was

18USA24976869

[6/10/22 2:26:52 p.m.] Mirtha Reinkendorf: I spoke again with epermits

They told me your epermit id is

207236

[6/10/22 2:27:12 p.m.] Mirtha Reinkendorf: Please give me your password to enter and Pat today!

[6/10/22 2:33:13 p.m.] Mirtha Reinkendorf: Pat=pay

[6/17/22 12:53:45 p.m.] Mirtha Reinkendorf: Good morning

[6/17/22 12:54:06 p.m.] Mirtha Reinkendorf: Any news about the certificate?

[6/20/22 4:34:42 a.m.] Mirtha Reinkendorf: Anthony

It is 04:27am in my country and I Can not sleep due to the situation of your work and contráct for remodeling my apartment in Pompano!

I Can not believe the time that has passed and you seem to be worry as I am.

You did not answer my Phone calls neither my whatssapp message or mails. Only I receive the reply about the number of the epermit request you presented. I think we have waited to much to solve this situation and you did not get. Touch with us, only a few days ago Telling that your Partner stole your money from your Bank Account and you have not paid the US 50 for the epermit. I think you are not giving us the same treatment you have to you. I do not want to speak with a lawyer but I need your urgent contact with me!

[6/21/22 11:03:44 a.m.] Mirtha Reinkendorf: Morning

I was very bas with high bolos presidiré due yo this problem

I feel it is not a problem for you to Keep my money and not doing the work

I need a reply as of today

[7/17/22 11:28:00 a.m.] Anthony Muñoz: Hello, I will contact you tomorrow

[7/17/22 11:28:53 a.m.] Mirtha Reinkendorf: Ok🙏

[7/17/22 11:30:23 a.m.] Mirtha Reinkendorf: I has a lot of Medical problems, very deberé for me

I need to speak with you and know your posición with the work you have a contract with me. We need to know if you are gount to do the work or not

[7/17/22 11:30:45 a.m.] Mirtha Reinkendorf: I have a bit fine at the City Hall, that need a to be clear es

[7/17/22 11:30:50 a.m.] Mirtha Reinkendorf: Cleared

[7/17/22 11:31:02 a.m.] Mirtha Reinkendorf: Will wait for your Call please 🙏

[7/17/22 11:31:20 a.m.] Mirtha Reinkendorf: Thanks, Mirtha

[7/18/22 3:09:06 p.m.] Mirtha Reinkendorf: Hello Anthony

I al waiting your Call

[7/19/22 11:36:15 a.m.] Anthony Muñoz: I'll call you back shortly. Thank you

[7/19/22 11:36:44 a.m.] Mirtha Reinkendorf: I never received your Call!

You cant not imagine the problems I am having with my family fue to this

[7/19/22 11:38:03 a.m.] Mirtha Reinkendorf: It is not enough to receive a message Tell Uc you will Call. I need you to Call me today. You know I am in Peru and I bought the apartment and the contract with you with my retirement money!

[7/19/22 11:38:33 a.m.] Mirtha Reinkendorf: It is not acceptable tour short message. Call me now!

[7/19/22 11:54:26 a.m.] Mirtha Reinkendorf: Did you presented the asbesto documents to the Broward.org for certification?

Do you remember there is a 100 dollars fine at the City Hall!!!!

And you do not reply nothing yo me!

I have paid what you requested me! But you have not made your Job! Neither Call me or reply to me

You have my money, the blue prints, etc all

I am really desesperate. Can you understand this???

[7/19/22 3:52:05 p.m.] Anthony Muñoz: Llamada perdida

[7/21/22 7:51:20 p.m.] Mirtha Reinkendorf: Hello

[7/21/22 7:51:31 p.m.] Mirtha Reinkendorf: I am waiting your news!!!

[7/22/22 10:42:17 a.m.] Anthony Muñoz: Hello, I am supposed to meet with him today sometime if not over the weekend and we will get things lined out this week coming up.

[7/22/22 10:52:33 a.m.] Mirtha Reinkendorf: 🙏

[7/22/22 10:52:58 a.m.] Mirtha Reinkendorf: One question

[7/22/22 10:55:00 a.m.] Mirtha Reinkendorf: For the Asbesto certificate we need, do you need him?

Because the system of Broward.org that you fulfill says you are only missing to present the plans or blue prints, they send you an email requesting this. Remember I paid the 50 dollars to them and it is only missing your information of the plans

[7/22/22 10:55:51 a.m.] Mirtha Reinkendorf: Maybe you do not need him fue this Step. It takes 14 days to receive the approval from Broward.org

[7/26/22 5:11:28 p.m.] Anthony Muñoz: I'll call you back shortly

[7/26/22 5:13:23 p.m.] Mirtha Reinkendorf: Ok

[7/26/22 10:19:29 p.m.] Mirtha Reinkendorf: Good night

[7/26/22 10:19:36 p.m.] Mirtha Reinkendorf: We need to talk

[7/26/22 10:20:38 p.m.] Mirtha Reinkendorf: I need to know if you load on the Broward. Org all the plans, they requested to give us the Ok certification. It takes 14 days!

[7/26/22 10:20:46 p.m.] Mirtha Reinkendorf: Please confirm

[7/27/22 9:37:35 a.m.] Mirtha Reinkendorf: Hello Anthony

I have arrived to Miami. Please I need a meeting with you. I need your reply if you loaded the documents in the web page. Each day is 100 dollars fine to me!!!!

[7/27/22 9:38:30 a.m.] Mirtha Reinkendorf: I si waiting your Call since yesterday. I come yo Miami to solve this big problem

[7/27/22 9:38:38 a.m.] Mirtha Reinkendorf: I am in Sea Ranch

[7/27/22 9:39:11 a.m.] Mirtha Reinkendorf: Please Call me!!!!

[7/27/22 9:39:21 a.m.] Anthony Muñoz: I'm in the hospital. Sorry

[7/27/22 9:39:33 a.m.] Mirtha Reinkendorf: What?

[7/27/22 9:39:41 a.m.] Mirtha Reinkendorf: What happen with you?

[7/27/22 9:40:03 a.m.] Anthony Muñoz: I cut my hand in a saw

[7/27/22 9:40:23 a.m.] Anthony Muñoz: imagen omitida

[7/27/22 9:40:23 a.m.] Mirtha Reinkendorf: I am so sorry

[7/27/22 9:40:45 a.m.] Mirtha Reinkendorf: We Can meet in the afternoon?

[7/27/22 9:41:15 a.m.] Mirtha Reinkendorf: Did you loaded the documents in the Broward org web page?

[7/27/22 9:41:33 a.m.] Mirtha Reinkendorf: You promise me to do that last week

[7/27/22 9:42:27 a.m.] Mirtha Reinkendorf: Please reply!!!

[7/27/22 9:42:31 a.m.] Mirtha Reinkendorf: Yes or no

[7/27/22 9:42:40 a.m.] Mirtha Reinkendorf: I Can not continue this way!

[7/27/22 9:43:06 a.m.] Anthony Muñoz: I can't meet today. Sorry

[7/27/22 9:43:12 a.m.] Mirtha Reinkendorf: Did you make the agreement with your New Partner?

[7/27/22 9:43:15 a.m.] Mirtha Reinkendorf: Ok

[7/27/22 9:43:19 a.m.] Mirtha Reinkendorf: Tomorrow

[7/27/22 9:43:33 a.m.] Mirtha Reinkendorf: Did you loaded the documents???

[7/27/22 9:43:43 a.m.] Anthony Muñoz: Not yet

[7/27/22 9:43:53 a.m.] Mirtha Reinkendorf: Why??????

[7/27/22 9:44:14 a.m.] Mirtha Reinkendorf: I Can not understand you. It seems you do not understand me

[7/27/22 9:44:25 a.m.] Mirtha Reinkendorf: My desperation

[7/27/22 9:44:35 a.m.] Mirtha Reinkendorf: I understand your accident

[7/27/22 9:44:45 a.m.] Mirtha Reinkendorf: But you must understand me

[7/27/22 9:44:57 a.m.] Anthony Muñoz: I couldn't figure it out. I have to wait for my partner.

[7/27/22 9:45:28 a.m.] Mirtha Reinkendorf: But you can loan the documents it is separate from your Partner?

[7/27/22 9:45:39 a.m.] Mirtha Reinkendorf: I need a meeting tomorrow

[7/27/22 9:45:47 a.m.] Mirtha Reinkendorf: At what time?

[7/27/22 9:46:03 a.m.] Mirtha Reinkendorf: Give me any address and I will go

[7/27/22 9:46:26 a.m.] Mirtha Reinkendorf: But you already have a Partner?

[7/28/22 9:44:09 a.m.] Mirtha Reinkendorf: Good morning

[7/28/22 9:44:37 a.m.] Mirtha Reinkendorf: I need to meet you today

At what time is good for you and when?

[7/29/22 10:28:31 a.m.] Mirtha Reinkendorf: Hello Anthony

[7/29/22 10:28:56 a.m.] Mirtha Reinkendorf: Please let me know the time and place to meet today

[7/29/22 3:38:57 p.m.] Mirtha Reinkendorf: Anthony I am waiting your Call for the today meeting we were supposed to have!

[7/29/22 10:07:33 p.m.] Mirtha Reinkendorf: Anthony

I Can not understand, as always the days are passing and I Can not meet you!

[7/29/22 10:08:01 p.m.] Mirtha Reinkendorf: It was supposed to have a meeting today with your Partner and you did not appear!

[7/29/22 10:08:45 p.m.] Mirtha Reinkendorf: We must have a meeting tomorrow by all means. I Can not accept one more day without a meeting

[7/30/22 9:58:08 a.m.] Anthony Muñoz: I'll call you back with my partner on the line.

[7/30/22 9:58:16 a.m.] Mirtha Reinkendorf: Ok

[7/30/22 10:42:30 a.m.] Mirtha Reinkendorf: Hello

[7/30/22 10:43:18 a.m.] Mirtha Reinkendorf: Anthony

[7/30/22 10:43:28 a.m.] Mirtha Reinkendorf: At what time is the meeting today

[7/30/22 10:44:01 a.m.] Anthony Muñoz: I'll let you know asap. Waiting for his call.

[7/30/22 10:44:12 a.m.] Mirtha Reinkendorf: But today!

[7/30/22 10:44:18 a.m.] Mirtha Reinkendorf: No

More wait

[7/30/22 10:45:11 a.m.] Anthony Muñoz: Yes, today

[7/30/22 10:45:17 a.m.] Mirtha Reinkendorf: Ok

[7/30/22 12:20:26 p.m.] Mirtha Reinkendorf: Waiting for the meeting time

[7/30/22 2:41:50 p.m.] Mirtha Reinkendorf: Anthony it is 3:41

[7/30/22 2:41:59 p.m.] Mirtha Reinkendorf: Where is the meeting

[7/30/22 3:14:20 p.m.] Anthony Muñoz: I'm still waiting on his car, I will call you shortly after five

[7/30/22 3:14:25 p.m.] Anthony Muñoz: Call.

[7/30/22 3:14:30 p.m.] Mirtha Reinkendorf: Ok

[7/30/22 3:14:41 p.m.] Mirtha Reinkendorf: But please today the meeting

[7/30/22 3:14:46 p.m.] Mirtha Reinkendorf: I am available

[7/30/22 4:36:26 p.m.] Mirtha Reinkendorf: Any news about the today meeting?

[7/30/22 8:04:17 p.m.] Mirtha Reinkendorf: Do you have the time for the tomorrow meeting?

[7/31/22 3:21:43 p.m.] Mirtha Reinkendorf: Anthony it is not pidió le that is almost 1 year since I contacted you and my apartment USD till the same

[7/31/22 3:22:21 p.m.] Mirtha Reinkendorf: Is it so Hard to make a meeting? Si it will be the reconstrucción of my apartment

[7/31/22 3:22:33 p.m.] Mirtha Reinkendorf: Have a meeting or give my money back

[7/31/22 3:23:30 p.m.] Mirtha Reinkendorf: I Took a planea of 5 hours yo speak and Seattle with you the matter and now you are do vist to give a meeting?

[7/31/22 3:24:04 p.m.] Mirtha Reinkendorf: Do vist=so busy

[8/1/22 9:50:13 a.m.] Mirtha Reinkendorf: Good morning Anthony

[8/1/22 9:50:25 a.m.] Mirtha Reinkendorf: Our yoday meeting where?

[8/1/22 9:56:58 a.m.] Anthony Muñoz: I'm waiting for my partners call any minute and I will put you on a conference call for sure he was not available all weekend

[8/1/22 9:57:37 a.m.] Mirtha Reinkendorf: Ok

[8/1/22 9:58:03 a.m.] Mirtha Reinkendorf: But I need a meeting with you in presence

[8/1/22 10:02:12 a.m.] Mirtha Reinkendorf: Anthony it is 11:01
Do you think it will be in the next hour?

[8/1/22 10:02:51 a.m.] Mirtha Reinkendorf: I do not want to wait all day like the other day for the meeting and the days are passing and passing

[8/1/22 10:03:35 a.m.] Mirtha Reinkendorf: Which is the name of the company that has the license to work in
My building?

I want to go to the City hall and vericuetos

[8/1/22 10:03:44 a.m.] Mirtha Reinkendorf: You have that information

[8/1/22 1:20:13 p.m.] Mirtha Reinkendorf: Hello

[8/1/22 1:20:32 p.m.] Mirtha Reinkendorf: I am Still waiting

[8/1/22 4:02:59 p.m.] Mirtha Reinkendorf: I feel like a fool waiting almost one week to speak with you and your Partner

I see I am not your priority

Are you waiting for me to leave tomorrow and forget again the problem?

[8/1/22 5:57:41 p.m.] Mirtha Reinkendorf: You are playing with me! And me money

[8/1/22 5:57:49 p.m.] Mirtha Reinkendorf: You think I am Fool

[8/1/22 5:57:55 p.m.] Mirtha Reinkendorf: You are wrong!

[8/1/22 9:58:09 p.m.] Anthony Muñoz: Video omitido

[8/1/22 10:29:37 p.m.] Mirtha Reinkendorf: What?

[8/1/22 10:30:38 p.m.] Mirtha Reinkendorf: This is really nice that you make me wait 10 months without doing my work

[8/1/22 10:31:14 p.m.] Mirtha Reinkendorf: He was at the hospital with a surgery!!!

[8/1/22 10:31:44 p.m.] Mirtha Reinkendorf: That is the kind of people you are? With a perdón of 81 years!!!

[8/1/22 10:31:57 p.m.] Mirtha Reinkendorf: Perdón =person

[8/1/22 10:32:03 p.m.] Mirtha Reinkendorf: Incredible

[8/1/22 10:32:13 p.m.] Mirtha Reinkendorf: You only reply When you want!

[8/2/22 12:37:07 p.m.] Mirtha Reinkendorf: Good morning

[8/2/22 12:37:36 p.m.] Mirtha Reinkendorf: I am waiting at the City Hall as spoken and offered by you yesterday night

[8/2/22 9:52:35 p.m.] Mirtha Reinkendorf: Hello Anthony

I was running all the time today!

[8/2/22 9:52:50 p.m.] Mirtha Reinkendorf: Can we speak tomorrow st what time?

[8/3/22 9:07:28 a.m.] Mirtha Reinkendorf: Good morning Anthony

[8/3/22 9:09:19 a.m.] Mirtha Reinkendorf: We have decided not to continué the contract fue to all

The delays and problems we have has with you. Please I need my check and speak with you. Let me know at what time I Can pass. Y your home today. I have to return to Perú and need to set le this right now

[8/3/22 4:10:43 p.m.] Mirtha Reinkendorf: Hello

[8/3/22 4:10:56 p.m.] Mirtha Reinkendorf: Did you have your Numbers
[8/4/22 11:51:22 a.m.] Mirtha Reinkendorf: Hello Anthony I am waiting for your Numbers and my money back. I Can not wait any more
[8/4/22 11:51:30 a.m.] Mirtha Reinkendorf: Contact me please
[8/4/22 5:29:52 p.m.] Mirtha Reinkendorf: Anthony I am Calling and Calling and you did not reply
[8/4/22 5:30:25 p.m.] Mirtha Reinkendorf: Do not want to take a other drástico actions. Please Call me for my money to give me
[8/5/22 9:09:12 a.m.] Anthony Muñoz: Tarjeta de contacto omitida
[8/5/22 9:54:56 a.m.] Mirtha Reinkendorf: Anthony After our today morning I am really astonished about your decisión of not give my money back After 10 months of doing nothing! And me camina and coming yo Florida to push you because you did nothing of the work contracted. The other night at your home you told me you were going to make the Numbers and give my money back! And now you assume the posición that I am fire you! You Fired me with no making the work! I have spend extra money coming to the Court due to you
[8/5/22 10:01:05 a.m.] Anthony Muñoz: Please call mr. Williams
[8/5/22 10:51:37 a.m.] Mirtha Reinkendorf: And you will pay Mr Williams?
[8/5/22 10:52:22 a.m.] Anthony Muñoz: I'll do what I have to do.
[8/5/22 10:52:32 a.m.] Anthony Muñoz: But there is a balance on the job, remember

Oceanside Renovations

1500 South Ocean Blvd.
Pompano Beach, FL 33062

Phone # 704-308-7078

Matt@Oceansideremodeling.com

Estimate / Contract / Invoice

Bill To
Mirtha Reinkendorf 1500 South Ocean Blvd. unit 1608 Pompano Beach, FL 33062

Date	Invoice #
7/18/2022	231

Start Date	Estimate Completion Date	Project
10/12/2022	8/4/2022	condo reno

Description	Rate	Quantity	Amount
DEMOLITION AND WASTE REMOVAL Remove all installed and constructed items dispose of. (including walls, appliances, toilets, cabinets, vanities, counters, cast iron tubs)	2,500.00		2,500.00
CLOSET CONVERSION Remove walls for entry door from living room to walk in closet for guest bathroom access, frame with new drywall, finish drywall with mudd, add bi-fold doors for closet. add door for new entry way.	2,000.00		2,000.00
CEILINGS AND DRYWALL Frame ceilings for electric rough and drywall, finish drywall to smooth, all rooms except new front pantry closet.	11,000.00		11,000.00
TRIMMING FOR DOORWAYS AND FLOOR BASE Remove all doorway casing and install new trim, fill holes and caulk. customer pays for casing and base trim	3,000.00		3,000.00
PAINTING Prep all areas for painting, plastic off windows, fix all holes in drywall where needed, prime and paint all walls and ceilings, customer specified white wall and ceilings	3,500.00		3,500.00

		Total
Oceanside Renovations Signature: <i>Matt Reinkendorf 8/3/22</i>	Payments/Credits	
Customer Signature: <i>M. Reinkendorf</i>	Balance Due	

Oceanside Renovations

1500 South Ocean Blvd.
Pompano Beach, FL 33062

Phone # 704-308-7078

Matt@Oceansideremodeling.com

Estimate / Contract / Invoice

Bill To
Mirtha Reinkendorf 1500 South Ocean Blvd. unit 1608 Pompano Beach, FL 33062

Date	Invoice #
7/18/2022	231

Start Date	Estimate Completion Date	Project
10/12/2022	8/4/2022	condo reno

Description	Rate	Quantity	Amount
FLOORING Fix area where cabinets were removed and soundproof those areas and level off with already soundproofed existing tile, install, grout and clean. customer wants to install and pays for large white Calcutta tiles. approximately 1300 square feet including terrace. customer pays for tile.	8,750.00		8,750.00
ELECTRICAL In order to pass code the electric panel will need to be replaced and upgraded. all roughing and finish work to be performed with 25 new high hat lighting. adding GFCI's where needed to bring up to code. replacing outlet and switch covers . if replacing switch and outlets an additional \$850.	5,550.00		5,550.00
PLUMBING Remove and replace all supply valves to all sinks and toilets, shock suppresser(air hammer control) will have to be added under kitchen sink. add new shower and tub faucets, new toilets will have to be assembled and installed. new faucets in kitchen and bathrooms. new supply line to refrigerator relocation, dishwasher hookup and washer hookup. shower pan installation, tub installation.	9,500.00		9,500.00

		Total
Oceanside Renovations Signature: <i>Matt Miller 8/3/22</i>	Payments/Credits	
Customer Signature: <i>M. Reinkendorf</i>	Balance Due	

Oceanside Renovations

1500 South Ocean Blvd.
Pompano Beach, FL 33062

Phone # 704-308-7078

Matt@Oceansideremodeling.com

Estimate / Contract / Invoice

Bill To
Mirtha Reinkendorf 1500 South Ocean Blvd. unit 1608 Pompano Beach, FL 33062

Date	Invoice #
7/18/2022	231

Start Date	Estimate Completion Date	Project
10/12/2022	8/4/2022	condo reno

Description	Rate	Quantity	Amount
KITCHEN Install European lacquer cabinets with push button doors and drawers, install Calcutta countertop (need two slabs for this) so also adding in waterfall counter with Calcutta quartz backsplash. one pantry closet for washer dryer.	17,500.00		17,500.00
BATHROOM Install cement board in shower and tub area, install tile on walls in shower/tub. install vanity and countertop. install mirror. customer pays for vanity, countertop, mirror, toilet and shower/tub glass	3,500.00	2	7,000.00
DOORS fix doors , replace and install all new doorknobs. customer pays for hardware. frame door single door where bedroom door and replace	875.00		875.00
DOC FEES pulling licenses for general contracting, plumbing and electrical are included in the 3000 dollars. permit fees will be paid by customer	3,000.00		3,000.00

	Total
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Oceanside Renovations Signature: <i>Matt Reinkendorf 8/3/22</i>
Customer Signature: <i>M. Reinkendorf</i>

Payments/Credits

Balance Due

Oceanside Renovations

1500 South Ocean Blvd.
Pompano Beach, FL 33062

Phone # 704-308-7078

Matt@Oceansideremodeling.com

Estimate / Contract / Invoice

Bill To
Mirtha Reinkendorf 1500 South Ocean Blvd. unit 1608 Pompano Beach, FL 33062

Date	Invoice #
7/18/2022	231

Start Date	Estimate Completion Date	Project
10/12/2022	8/4/2022	condo reno

Description	Rate	Quantity	Amount
PAYMENT 10% deposit 40% start (get project going and order cabinets) 30% tiling completion 10% cabinet installation 10% upon completion			

	Total	\$74,175.00
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Oceanside Renovations Signature: <i>Matt Reinkendorf 8/3/22</i>	Payments/Credits	\$0.00
Customer Signature: <i>M. Reinkendorf</i>	Balance Due	\$74,175.00



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

AFFIDAVIT OF COMPLIANCE

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

Case #:
21100009

Petitioner,

vs.

MASIAS, MIRTHA H
REINKENDORF
1500 S OCEAN BLVD, LAUDERDALE BY
THE SEA, FL 33062 1608

Respondent(s)

I BETHANY BANYAS as Code Compliance Inspector have personally examined the property described below and find that said property is NOW in compliance with the Ordinance(s) shown below:

Date: 10/11/2022
Owner Name: MASIAS, MIRTHA H REINKENDORF
Owner Address: 162 LAKE MONTEREY CIR BOYNTON BEACH, FL 33426
Property Appraiser ID: 494307AG1160
Site Address: 1500 S OCEAN BLVD, LAUDERDALE BY THE SEA, FL 33062 1608

Legal Description:

LEISURE TOWERS CONDO UNIT 1608 PER CDO BK/PG: 3767/824

Ordinance/Regulation	Section	Description	Date Complied
Florida Building Code	6th Edition (2017) FBC BCA Section 105.1	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this Code, or to cause any such work to be done; or to change the Occupancy of a building or structure from one use Group to another requiring greater strength, means of egress, fire and sanitary provisions; or to change to an unauthorized or prohibited use; or to install or alter any equipment for which provision is made or the installation of which is regulated by this Code; shall first make application to the Building Official and/or Fire Code Official as indicated in the FFPC or a duly authorized representative and obtain the required permits. A permit shall be deemed...	10/11/2022

Further, Affiant sayeth naught

STATE OF FLORIDA
COUNTY OF BROWARD

[Signature]
Code Compliance Inspector Signature

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
~~online notarization~~, this 21 day of October, 2022 by BETHANY BANYAS
of the Town of Lauderdale-By-The-Sea, who is personally known to me and who did not take an oath.

My Commission Expires:

[Signature]
NOTARY PUBLIC State of Florida at Large



MEGAN B. SMALL
Print, type or stamp name of Notary

HH 207650
Commission Number, if any

Table 1: Violation History and Chronology

Date	Narrative
09/14/2021	Unit 1608 in Leisure Towers Condominium was purchased by Mirtha Masias.
10/13/2021	A Notice of Violation and Notice of Hearing was issued for the violation of Florida Building Code (FBC) 105.1, work without permits. It was sent by Certified Mail to the owner's address of record as well as posted on the unit door and at Town Hall.
11/02/2021	Code Inspector Wienbarg received a call from contractor Anthony Munoz, who advised he would apply for permits.
11/18/2021	At the November 18, 2021 Special Magistrate Hearing, the Magistrate found that a violation existed of work without permit. He issued a Final Order giving the respondent until January 26, 2022 to comply or a fine of \$100 per day would accrue beginning on January 27th. A Hearing Cost of \$50 was assessed. No one was present for the respondent.
01/27/2022	At the January 27, 2022 Special Magistrate Hearing, the Magistrate extended the Final Order comply-by date to February 23, 2022. No Hearing Cost was assessed. No one was present for the respondent. <u>Ms. Reikendorf was present at the hearing.</u>
02/24/2022	A fine of \$100 per day began to accrue. At the Special Magistrate hearing, the case was continued to March 24, 2022 with fines still accruing. No one was present for the respondent. <u>The contractor was present at the hearing. The Code Officer requested a continuance and an extension . The intent was not made clear and fines continued to accrue.</u>
03/17/2022	Inspector Wienbarg reached out to the contractor and advised him to attend the hearing to explain why a permit application had not yet been submitted.
03/24/2022	At the March 24, 2022 Special Magistrate hearing, the case was continued to April 28, 2022 with fines still accruing. No one was present for the respondent.
04/27/2022	Building management notified Inspector Wienbarg and the Building Official of work going on inside the unit again, in violation of the posted Stop Work Order. The Building Official posted an unsafe structure notice and coordinated to have FPL pull the meter for the unit. <u>However, this was not an additional instance of work without permit. The original contractor honored the stop work order. The work that was occurring in the apartment after the order was issued was related to an asbestos survey</u>
04/28/2022	At the April 28, 2022 Special Magistrate Hearing, the Magistrate certified the lien along with the unpaid \$50 Hearing Cost and an additional Hearing Cost of \$200. No one was present for the respondent.
05/19/2022	The property owner, Ms. Masias, came into the office and spoke with Code Inspector Wienbarg, who explained that the lien was certified.
07/06/2022	Lien 21100009 was recorded in the Broward County Records, Instrument #118254274.
08/11/2022	After-the-fact Permit Application #LBS22-013133 for condo renovations was submitted to the Town. The application was denied by Structural, Plumbing and Fire, and the contractor was notified of comments to address on August 18, 2022. A second review cycle was completed successfully and the permit was issued on September 14, 2022.
09/14/2022	Code case #21100009 was complied. A fine of \$100 per day had accrued for 231 days, from January 27, 2022 through September 14, 2022. The fines totaled \$23,100, with an additional \$250 due in hearing costs.

Date	Narrative
09/30/2022	The Town received payment for the \$250 hearing costs.
11/15/2022	The Town received an application from the owner for mitigation of the code fines.



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, February 28, 2023
6:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Development Services Director Jhanelle Campbell, Town Planner Susan Leven, Special Events and Marketing Manager Debbie Hime, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Ericks Consultants Presentation

Candice Ericks and Lauren Jackson, representing Ericks Consultants, addressed an affordable housing package that is the Senate President’s key priority for the 2023 Legislative Session. This Senate Bill includes a preemption that would allow a development including 40% affordable units over a 30-year period to be approved with no public comment, architectural review, or other typical regulatory processes in commercial or mixed-use zoning districts. Municipalities would be required to grant these developments the maximum density allowed within the jurisdiction, as well as the maximum height allowed within one mile of the proposed development.

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Ms. Jackson noted that Town Manager Linda Connors had taken a proactive stance on this proposed legislation, drafting an alternative plan and providing the Town's advocates with talking points. Ms. Jackson also noted Lauderdale-By-The-Sea's unique circumstances, including its annexation of taller buildings and the height restriction in the Town's Charter. It is hoped that the Town can secure an exemption due to these circumstances.

Ms. Jackson continued that multiple preemption bills have been filed, some of which were defeated in the previous session. One preemption bill would raise the cap on sovereign immunity. Another bill would require a business impact statement for local ordinances prior to passage, as well as a "rocket docket" system for challenges to preemptions in the court system.

A vacation rental bill preemption has also been proposed, which would restrict the requirements of any local registration process, as well as capping administrative fees at \$50 for one application and \$100 for collective applications. Enforcement would be significantly restricted. A permitting bill has also been proposed which would require approval of an application within one business day.

The Governor's priorities in 2023 include court reform, which is similar to the insurance packages discussed during the 2022 Special Session. It would extend these changes to health and business claim insurance, making it more difficult to make a claim against a business but easier to make a claim against a local government.

Ms. Ericks advised that the team remains in regular communication with the Town Manager and Town Staff, and will keep the Town abreast of discussions and changes. She encouraged the Town to reach out to the team with any questions.

Town Manager Linda Connors asked if it would be beneficial for the Town Commission to pass Resolutions opposing some of the proposed bills. Ms. Jackson replied that this could be helpful in relation to the affordable housing bill, as a Resolution would lay out some of the Town's specific circumstances relating to height and annexation. Residents' signatures could also be beneficial in this case.

Commissioner Poulopoulos also addressed the affordable housing bill, asking if there is a House Bill to accompany this Senate Bill. Ms. Jackson replied that the House Bill has not yet gone to committee. She noted that State Representative Chip LaMarca has taken a proactive stance on addressing this bill as a House member. The House Bill would require amendment in order to mirror the Senate Bill.

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Commissioner Oldaker requested additional information on potential insurance reform. Ms. Jackson stated that three to four bills have been filed by majority members of the legislature, some of which attempt to address more consumer protection issues but most of which build upon the reforms passed in the Special Session.

Town Attorney Susan Trevarthen also addressed the housing bill, pointing out that it includes a number of components that would be supported throughout the state. She recommended a nuanced message rather than opposition only, suggesting that the Town emphasize how the bill would specifically affect them.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Suzanne Bushnell, resident, requested an exemption for the Gug Underwater Gallery from the requirement to have a WastePro account, recalling that they were granted this exemption upon opening in 2017 and again in 2020. She asked that all past charges from their account be dismissed or absorbed by the Town, and that no future payments are assessed by WastePro.

Dave Schmidt, resident, recalled that the Town recently held a special meeting to discuss the provision of fire suppression services. He recommended that the Town speak to current and previous clients served by the Pompano Beach Fire Department as part of their due diligence.

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

7. PUBLIC SAFETY DISCUSSION

a. AMR January 2023 Report

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

b. BSO January 2023 Report

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Captain Tom Palmer of the Broward Sheriff's Office (BSO) advised that Deputy Raymond Suarez is Deputy of the Month for January 2023, citing his apprehension of a thief and recovery of stolen items.

Captain Palmer added that BSO has begun implementing spring break operations and will deploy an emergency lane on the beach for all-terrain vehicles (ATVs) with limited encroachment. They will carry out these operations from March 10 through March 25, with dedicated beach patrols on Saturdays and Sundays and increased personnel on Friday and Saturday nights. BSO has a social media division which will keep personnel apprised of activities.

Commissioner Strauss advised that his greatest spring break concern is traffic, and noted that the circle near the Pavilion could become an issue. Captain Palmer stated that Deputies recently wrote several citations for Stop sign violations at the circle and hope to be more visible at that location for traffic enforcement purposes.

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

c. VFD January 2023 Report

Volunteer Fire Department (VFD) Chief Judson Hopping noted that the VFD continues to provide beach patrols and will use the safety lane described by BSO Captain Palmer during spring break.

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

8. TOWN MANAGER REPORT

Mayor Vincent requested clarification of the Town's procedure with regard to WastePro services, as raised under Public Comment. Development Services Director Jhanelle Campbell advised that Chapter 10 of Town Code requires each business maintain a trash receptacle and WastePro account without exemption. The exemption granted in 2020 appears to have been an overstep of authority by the previous Town Manager, and WastePro continued to charge for services until the account was closed.

Development Services Director Campbell continued that three months' charges were waived for all businesses if requested during this time. WastePro has indicated that no

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request was put forth by the Gug Underwater Gallery; however, they are willing to deduct those three months from the past due fees, although the remaining fees would still be due.

Mayor Vincent also addressed public comment regarding the Town's due diligence with respect to current and/or previous clients of the Pompano Beach Fire Department. Town Manager Connors stated that the Town is currently working on that contract process.

9. TOWN ATTORNEY REPORT

Commissioner Pouloupoulos requested clarification of the timeline for the contract with the Pompano Beach Fire Department. Town Attorney Trevarthen replied that the Town has made initial contact with the City of Pompano Beach. It is hoped that the contract can be brought forward for the Commission's consideration by the end of March.

Mayor Vincent requested a quick overview of the Senate Bill addressing affordable housing. Town Attorney Trevarthen explained that because South Florida is one of the most cost-burdened locations in the United States for affordable housing, the State Legislature has recognized and prioritized this need. The bill includes components worthy of support in addition to the preemption of local authority.

10. APPROVAL OF MINUTES

a. 2-2-23 Special Meeting Minutes

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

11. CONSENT AGENDA

- a. Special Event Application from the Community Church for Easter Sunrise Service Sunday, April 9, 2023**
- b. Special Event Application for LBTS VFD Annual Easter Egg Hunt Saturday, April 8, 2023**
- c. Renewal of Town Contracts**

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Commissioner Oldaker made a motion, seconded by Commissioner Poulopoulos, to approve all three Consent Items. Motion carried 5-0.

12. OLD BUSINESS

None.

13. NEW BUSINESS

The following Item was taken out of order on the Agenda.

- a. Resolution 2023-14 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING ADDENDUM NUMBER 2 OF THE SANITARY SEWER AGREEMENT WITH THE CITY OF POMPANO BEACH; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND FOR AN EFFECTIVE DATE.**

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

Deputy Town Manager/Public Works Director Ken Rubach explained that this agreement hands over the sewer system built as a result of the Palm Club settlement to the city of Pompano Beach. Both water and sanitary sewer utilities north of Pine Avenue are owned by Pompano Beach. This system is now complete.

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

b. Community Shuttle Partnership with Broward County Transit

Special Events and Marketing Manager Debbie Hime noted that Broward County Transit (BCT) has partnered with the Town for 21 years to provide local shuttle service. Over the last few years, some concerns have arisen over how this agreement is operated, including:

- Average daily ridership is required to be 7.2 passengers, but is currently down to 3 or 4 passengers
- BCT requires the Town to pay for the conversion of non-County stops to Americans with Disabilities Act (ADA) compliance

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- BCT has recently asked the Town to inspect the bus each month and sign off on its compliance for operation
- There are a number of inconsistencies by the operator due to a shortage of drivers, resulting in days when the bus does not run or does not leave its bay in time, compromising the consistency of the program
- BCT wants to have one contract for all Broward County shuttles, with a single contractor and price per hour

Due to these ongoing concerns, as well as the decrease in ridership, overall changes to public transportation, and rise of microtransit, Staff suggests that the Town cancel this service from BCT. If the Commission wishes to pursue cancellation, public notice and a public hearing would be required, most likely at the next Commission meeting. Staff is considering other options, such as Circuit, whose services are outlined in the Commissioners' backup materials.

Vice Mayor Malkoon noted that some residents rely on shuttle service to access health care at Holy Cross Hospital, and recommended that they be informed if the Town chooses to proceed with microtransit services instead.

Commissioner Oldaker addressed ADA requirements for bus stops, asking if the Town would be responsible for any stops outside Town limits. Special Events and Marketing Manager Hime explained that there would be two to three stops in question. The Town has informed BCT that they would not pay for these stops.

Mayor Vincent requested clarification of some of the terms included in the proposed termination agreement. Town Attorney Trevarthen stated that one provision refers to the Town's choice to stop the service, pointing out that it does not address what may happen when the contractor fails to deliver service. If the Commission wishes to pursue termination, she would work with Town Staff to determine the appropriate steps to wind down service.

Mayor Vincent continued that additional public opinion should be heard before the Town makes a determination on this issue, but noted that he was leaning toward the implementation of microtransit as a possible option. He was in favor of negotiations with a provider such as Circuit to ensure this would be an acceptable option for residents. The Commissioners agreed by consensus to explore Circuit as an alternative to the Town's current shuttle service.

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- c. Resolution 2023-12 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE THREE CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL; AUTHORIZING EXECUTION OF THE 2023 AMENDMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE and Resolution 2023-13 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL ONE-CENT LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL; AUTHORIZING EXECUTION OF THE 2023 AMENDMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

Director of Budget and Finance Lucila Lang explained that these two interlocal agreements (ILAs) come before the Commission for annual approval. This year, Broward County has combined the two agreements to use population numbers from the Bureau of Economic and Business Research (BEBR) so the two ILAs do not have to continue coming before the Commission each year.

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

14. COMMISSIONER COMMENTS

Commissioner Oldaker acknowledged the passing of longtime resident Robert Pollack, owner of the Camera Clinic.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

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- a. **Ordinance 2023-01 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE I “IN GENERAL,” SECTION 2-1 “LOBBYIST REGULATIONS” TO REFLECT CHANGES IN COUNTY REGULATIONS RE REPORTING CONTACTS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

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

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

17. RESOLUTIONS – PUBLIC COMMENTS

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

- a. **Site Plan Modification (2022-L2-SPM-02), Conditional Use (2022-CU-01), and Flex Unit Allocation (2022-FXU-01) requests for the proposed mixed-use development, including two second-floor dwelling units within the B-1 zoning district for property located at 233 E. Commercial Boulevard.**

Town Attorney Trevarthen explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any ex parte communications on the Item. Any individuals wishing to speak on the Item were sworn in at this time.

Town Planner Susan Leven stated that there are three applications for the property at 233 E. Commercial Boulevard. The Applicant plans to create two dwelling units on the building’s second floor, which formerly housed an office. One second-floor unit was constructed without permits before the current owners took possession of the building.

The Applicant requests Site Plan modification to review parking, conditional use approval to allow for mixed use in the building, and the allocation of flexibility units to

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allow for the two second-floor residential units. Planner Leven showed renderings of the original plans for the building, as well as the layout of the proposed dwelling units.

Conditional use requires compatibility of the proposed use with surroundings. This includes criteria addressing traffic, impacts on light and air, design, and signage (if applicable). The new use must be compliant with the Town's Code and Comprehensive Plan, and adverse impacts must be mitigated.

Site Plan modification primarily addresses parking. There are 19 required spaces for the uses in the building, 12 of which were credited with the construction of the Plaza. The restaurant includes two exempt spaces from a prior parking exemption application, which leaves a requirement of 5 physical spaces behind the building, two of which are used for the restaurant, one for the real estate office, and one per residential unit.

The flexibility unit allocation process is done in conjunction with Broward County. The Town has 278 flexibility units currently available for allocation. The Application requests two such units.

The Planning and Zoning Board voted unanimously to recommend approval of all three Applications with conditions at their February 16, 2023 meeting. Staff also recommends approval with the conditions stated in the development order.

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

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

13. NEW BUSINESS

a. Application for Relief of Code Compliance Lien at 1500 South Ocean Boulevard, Unit 1608 (Leisure Towers Condominium)

Bernard Pita, representing Calvin, Giordano and Associates, explained that the request is for relief of Code Enforcement fines at 1500 South Ocean Boulevard, Unit 1608. The current owner has owned the property since September 14, 2021. On October 13, 2021, the Town issued a notice of violation of Chapter 105.1 of Florida Building Code, which addressed interior demolition and renovations at the subject address. The violation was brought into compliance on September 14, 2022, through issuance of an after-the-fact

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permit for the work. Fines for this violation were \$100/day and ran for 231 days, totaling \$23,100.

The Commission must consider all relevant factors when determining whether relief is appropriate for Code fines. These include:

- The nature and gravity of the violation
- The length of the time between the Magistrate's order, the compliance deadline, and the date on which the violation was brought into compliance

Mr. Pita noted that the Town considers unpermitted work to be a serious violation, which was compounded by the location of the unit on one of the upper levels of a high-rise condominium. This resulted in high-risk impact to all surrounding units and unit owners.

Mr. Pita added that while the owner brought the property into compliance within 231 days, the permit process took only 34 days. There were no other current or previous violations by the respondent on the subject property.

Mr. Pita reviewed additional financial information regarding the case, including the hearing costs, standard mitigation application fee, after-the-fact double fee to obtain the necessary permit, and actual contract costs to correct the violation. The owner is requesting 100% mitigation of the \$23,100 fine. Staff recommends that any payments be required within 30 days, or by Monday, March 27, 2023.

Commissioner Poulopoulos requested clarification of the nature of the Code violation. Mr. Pita replied that there was total interior demolition of the unit, including the removal and exposure of wiring and drywall. He was not aware of any plumbing involvement, although multiple disciplines may have been involved with the demolition. Because the unit is located on the 16th floor, there was the potential for impacts on other units.

Commissioner Oldaker observed that building management is typically aware of this type of total demolition when it occurs in the building. Mr. Pita pointed out that the complainant in this case was a property manager. The contractor was licensed in the state of Florida.

Vice Mayor Malkoon noted that the Applicant did not honor the request to stop work on the renovation. He commented that much of this issue could have been addressed through a response to the first notice.

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Mayor Vincent asked how it was known work was being done to the unit before the first notice of violation was issued. Mr. Pita reiterated that the property management was the complainant at that time. The original inspector was granted consent to inspect the property and immediately contacted the Town's Building Department, which issued a Stop Work order. Mayor Vincent commented that accountability in this case falls on the property owner, and should fall on the building's management as well for allowing the work to take place.

Mirtha Reinkendorf Masias, Applicant, stated that she invested in the unit in 2021. She had selected a contractor with the belief that they would take all necessary steps. She was informed of the notice of work done without a permit and spoke with the contractor, who told her the renovation was "minor work." She added that this contractor had attended three hearings with her before disappearing with her money. A new contractor was engaged for the renovation and obtained the permits.

Ms. Masias continued that she had come from Peru multiple times in relation to the case and had contacted the Police with regard to the first contractor. She advised that she had documentation to show her involvement in the case.

Mayor Vincent explained that his concern was that the building manager was the first entity to recognize the work was unpermitted, and immediately informed Code Compliance. The building manager then allowed the work to continue for an additional number of months before contacting the building inspector a second time. He recommended that the Applicant consider action against the building for this reason, as there should have been no work done once the Stop Work order was issued.

Vice Mayor Malkoon pointed out that notice had been sent to an address in Boynton Beach, which was on the Broward County Property Appraiser's website. Ms. Masias replied that this was the address of a family member, as she resides outside the country. She indicated that she had received the notices regarding the Code violation.

Mayor Vincent asked when the after-the-fact permit for the work was issued. Mr. Pita advised that it was issued on September 14, 2022. Development Services Director Campbell explained that the violation was brought into compliance when the permit was issued, which was why no final inspection date was included in the backup materials.

Mayor Vincent stated that he wished to know when work on the unit was closed out and a Certificate of Occupancy (CO) was issued, as this would reflect whether or not more work was done once the after-the-fact permit was issued. Development Services

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February 28, 2023

Director Campbell advised that there were two complaints regarding the work being done without a permit, which would indicate that more work was done without a permit prior to the second complaint on April 27, 2022.

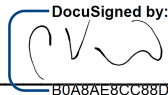
Commissioner Strauss observed that unscrupulous contractors have been a significant problem over the last five years; however, he felt building management should take responsibility for ensuring that contractors are vetted, licensed, and ensured, and have a permit when they work in a condominium. He added that the owner of a unit must be held responsible for work on the property they are renovating, even if it is an investment property.

Town Attorney Trevarthen advised that costs and application fees have already been paid, and reiterated that the Applicant's request is for 100% mitigation of the \$23,100 fee. She referred the Commissioners to the Staff Report, noting that the criteria that govern any motion to be made are included in that document.

Commissioner Oldaker made a motion, seconded by Commissioner Pouloupoulos, to mitigate the fine by 25% to \$17,325. Motion carried 5-0.

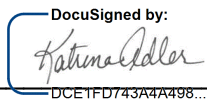
19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:18 p.m.

DocuSigned by:

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Mayor Chris Vincent

ATTEST:

DocuSigned by:

DCE1FD743A4A498...

Town Clerk

4/4/2023

Date

RESOLUTION 2014-22

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE PRIOR TOWN CODE POLICY FOR THE REDUCTION OF CODE ENFORCEMENT FINES OR LIENS; ESTABLISHING A NEW PROCEDURE FOR REQUESTING REDUCTION OF TOWN CODE ENFORCEMENT FINES OR LIENS; PROVIDING AUTHORIZATION TO THE TOWN MANAGER; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Town Charter Section 5.5(9), the Town Commission may by motion, direction, ordinance or resolution assign additional duties to the Town Manager; and

WHEREAS, Section 162.09(3), Florida Statutes, provides that "[a] lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section;" and

WHEREAS, the Town Commission adopted Resolution 2013-05 on February 26, 2013, executed on March 1, 2013, re-establishing and amending a Town policy and procedure established in 2010 by Resolution 2010-13, by which persons may request that the Town reduce code enforcement fines or liens against their properties (the "Town Code Settlement Policy"); and

WHEREAS, the Town Commission desires to further amend the Town Code Settlement Policy.

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

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

Section 2. Policy Amended. The Town Commission hereby adopts Exhibit "A", attached hereto, as the revised Town Code Settlement Policy.

Section 3. Authorization of Town Manager. Consistent with the revised Policy,

RESOLUTION 2014-22

the Town Commission continues to delegate to the Town Manager the authority to negotiate and settle code liens or fines as provided therein, and continues to authorize the Town Manager to develop any procedures or forms deemed necessary to implement the Town Code Settlement Policy.

Section 4. Conflicts. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

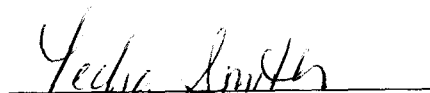
Section 5. Severability. If any section, sentence, clause or phrase of this Resolution or Exhibit is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

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

PASSED AND ADOPTED this 10th day of June, 2014.


Mayor Scot Sasser

Attest:


Town Clerk

APPROVED AS TO FORM:


Susan L. Trevarthen, Town Attorney

(CORPORATE SEAL)

Exhibit “A” to Resolution 2014-22

Town of Lauderdale-By-The-Sea

TOWN CODE SETTLEMENT POLICY

PROCEDURES FOR RELIEF FROM CODE FINES OR LIENS

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1. **Application.** – A completed and executed Town Application for Relief shall be filed with the Town Manager or designee. In order for the Town to process an Application for relief, all of the violations on the property must be in compliance except as noted in Section 2 below, and the Application shall include all of the following, plus any additional information required by the Town Manager:
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- A. The name and contact information of the property owner. If represented by an attorney or representative, the contact information of that person; and the attorney or representative shall either file a Notice of Appearance, or must sign the application.
- B. Address or brief legal description, or both, of the property on which the violation(s) occurred.
- C. Sufficient information (including the nature of violation(s), the date or approximate date on which violation(s) occurred, date or approximate date on which finding of violation(s) was made or on which penalty was imposed, and citation or case number.) A copy of the order shall be attached.
- D. An explanation of the relief sought, along with any supporting documentation and evidence.
- E. The non-refundable application fee.
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2. **Code Compliance.** - It is the policy of the Town Commission that prior to accepting an Application for Relief, all of the violations on the subject property shall be in compliance; however, when the sale or transfer of a ~~single family residence~~ property¹ to a new owner is hindered because it has a continuing code violation(s), the Town will accept an Application for Relief from the prospective buyer subject to the following:
- ~~Applicable Only to Single Family Residences with Code Violations.~~
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- A. The purchase is an arm's length transaction between unrelated parties. Documentation shall be provided of all persons and entities that have an interest in the property (buyers and sellers).
- B. The buyer has a valid executed sales contract with limited exceptions or contingencies, which are acceptable to the Town.
- C. The buyer proposes a specific date by which the code violation(s) will be corrected and the reduced fine amount will be paid to the Town.
- D. The buyer acknowledges the terms and conditions of a Town Order Reducing Code Enforcement Liens or Fines, which will substantially provide:

¹ Additions are shown in underline font; deletions are shown in ~~strikethrough~~ font.

Exhibit “A” to Resolution 2014-22

Town of Lauderdale-By-The-Sea

TOWN CODE SETTLEMENT POLICY

PROCEDURES FOR RELIEF FROM CODE FINES OR LIENS

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- i. The buyer takes the property subject to the accruing code liens and fines and agrees to perform as provided in the relief order approved by the Town.
- ii. If the code violations are not corrected within the specified time period and the reduced fine amount is not paid, the relief agreed to by the Town shall terminate without any future action of the Town.
- iii. A waiver of any right to challenge the Town’s entitlement to the initial code fines or liens, any remaining outstanding fines or liens, or the Town’s handling of the application for relief.
3. **Town Foreclosure Proceedings.** - The Town will not grant relief to any Applicant whose property is subject of any pending foreclosure proceedings filed by the Town Attorney’s Office without the express written approval of the Town Attorney’s Office.
4. **Hearing Authority.** – A properly submitted Application for Relief will be considered by the Town Manager or the Town Commission as follows:
- A. The Town Manager is authorized to negotiate and settle Code liens or fines when the negotiated reduced fine is within the Town Manager’s Purchasing Authority and the reduction in fines is less than 50% of the amount owed.
- B. If the Application requires Town Commission approval, it will be set for the next available regular Town Commission meeting date after all requirements have been met and after the Application is approved by the Town Manager. The Town Manager or designee shall notify the Applicant of the scheduled hearing. The property owner or violator requesting the reduction of fine must appear at the hearing for the reduction of fine unless they designated an agent, in which case the designated agent shall appear at the hearing. No such hearing shall proceed if the Applicant or representative is not present at the hearing.
5. **Determination.** – The Hearing Authority shall consider all relevant factors to determine what relief, if any, is appropriate including, but not limited to the following factors:
- A. The nature and gravity of the violation(s);
- B. Any actions taken by the applicant to correct the violation(s);
- C. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
- D. Any actual costs expended by the applicant to cure the violation(s), if supported by documentation;
- E. Any other prior violations committed by the applicant on the subject property or upon any other property owned by the applicant within the Town; and
- F. Equitable considerations.

Exhibit “A” to Resolution 2014-22

Town of Lauderdale-By-The-Sea

TOWN CODE SETTLEMENT POLICY

PROCEDURES FOR RELIEF FROM CODE FINES OR LIENS

- i. Whether there was any extraordinary hardship which existed or currently exists;
- ii. Whether the Applicant was the property owner when the fine or lien was imposed;
- iii. Whether the property is homestead or non-homestead property;
- iv. Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

The Hearing Authority shall enter an Order, in a form approved by the Town Attorney, denying or granting the requested relief, or such relief as the Hearing Authority deem proper, and may direct such action as may be appropriate to effectuate the ordered relief.

A copy of the Order approving or denying the Application shall be furnished to the Applicant, and may be served by U.S. First Class Mail.

Applicants who accept the offered relief under this procedure shall sign a waiver prepared by the Town Attorney of any right to challenge the Town’s entitlement to the remaining outstanding fines or liens, or the Town’s handling of the Application for relief and if applicable Town Order Reducing Code Enforcement Liens.

6. **Payment and Performance.** – Any relief granted shall be contingent upon payment of any outstanding amounts within the specified time period and completion of any required performance to effectuate code compliance. Failure to provide valid payment to the Town or to perform as required within the specified time period shall cause the original penalty(s) to continue and the approved relief to terminate without any future action of the Town.

Upon showing by the Applicant of a valid reason beyond the control of the Applicant, the Town Manager may approve one limited time extension if in the best interest of the Town. Once the Town has verified code compliance and received the monies due the Town, the Town will prepare and record the applicable release of lien.

7. **Denial with Prejudice.** – The Hearing Authority may deny the application with or without prejudice depending on the circumstances of each case.

Appeal. – Relief under this policy is strictly discretionary by the Town, and the Town’s disposition of an Application shall not be subject to appeal.



Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Courtney Easley, Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: NEW BUSINESS

Subject Title: RESOLUTION 2023-43 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A SCHEDULE OF FEES FOR USE OF THE TOWN'S COMMUNITY CENTER; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation: Since 2004, the Town has participated in the Broward County Community Development Block Grant Program (CDBG) to supplement the costs of running the Town's community center, which addresses the recreational, social and educational needs of the Town's residents and visitors. The CDBG program provided about 17% of the funding necessary to administer the Town's senior center program (\$19,000 CDBG funds). For the FY24 fiscal year, the Town withdrew from the CDBG program because the staff time necessary to complete the County's funding requirements exceeded the benefit of receiving this small grant.

Moving forward, staff is proposing that Town staff charge a small annual fee for users of the program to supplement the Town's budget for the senior center. In recommending a fee, we surveyed fee structures in several Broward municipalities. The results of this survey are listed in Table 1 below.

Municipality	Fee Per Class	Annual Fee
Fort Lauderdale	\$0 - \$12	\$55 for Ages 55+
Pompano Beach	\$0 - \$25	No Annual Fee
Wilton Manors	\$0 - \$20	No Annual Fee
Lighthouse Point	\$0 - \$15	CDBG funded programs based on a lottery system. Enrollment capped. Age

		restricted.
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Fee Structure

To keep the program affordable, staff has recommended the following fee schedule for annual membership, weekly membership and per class:

Annual Membership	Cost
LBTTS Resident	\$25.00
Non-Resident	\$50.00
Volunteer Instructors	No Cost
Per Class	\$5.00
Weekly Fee	\$15.00

Registration Requirements

Registration will be ongoing starting October 1, 2023 – September 30, 2024. The Town staff is suggesting that all participants must provide a valid ID and residents must have proof of residency or a rental agreement. In addition, we suggest that fees should not be prorated or transferable and should be non-refundable. We are also suggesting that participants have a current, signed registration form on file that includes a signed Hold Harmless and Indemnity Waiver form (Exhibit 1).

Based on the FY22 participant sign up data highlighted below, we project an income of approximately \$28,875.

Participant	Enrolled	Rate	Total
LBTTS Resident	263	25.00	\$ 6,575
Non-Resident	446	50.00	\$ 22,300

There may be an additional minimal fee for specialty class materials. Registrants will continue to receive a one-year parking pass that must be renewed starting October 1 yearly. Town staff will continue to seek opportunities to enhance programming and subsidize costs.

Recommendation: Approval of Resolution 2023-43 approving a new fee structure for the Community Center.

Exhibits:

1. Community Center Waiver
2. Resolution 2023-43 Community Center Fees

LAUDERDALE•BY•THE•SEA

COMMUNITY CENTER / SENIOR PROGRAM

Annual Registration

October 1, 2023 -September 30, 2024

NAME _____

STREET _____

CITY _____

STATE _____

ZIP _____

TELEPHONE #: _____ E-MAIL: _____

IMPORTANT: PLEASE READ AND SIGN

WAIVER FOR PROGRAM PARTICIPANTS: I do hereby INDEMNIFY and HOLD HARMLESS the Town of Lauderdale-By-The-Sea (LBTS), its officers, agents, staff, representatives, executors and all others from any and all responsibilities or liability from injuries or damages arising out of or in any way connected with my participation in the Program and any activity on Town property. I hereby indemnify and hold harmless all the aforementioned and others acting upon their behalf from responsibility or liability for any injury and damage to myself including any caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected to my participation in any activities at the Town of Lauderdale-By-the-Sea facility. I have carefully read this release in its entirety, fully understand the contents thereof and by execution below, expressly agree to be bound by its terms and conditions.

I have read and agree to the LBTS liability waiver. I acknowledge that the Town is relying on my representations in this registration to determine eligibility for the program. By signing below, I certify that the information contained in this registration is true, complete and accurate to the best of my knowledge. Should any of the representations made herein change, I hereby acknowledge my obligation to immediately notify the Town and update those representations.

Signature of Registrant: _____ Date: _____

4501 N. Ocean Drive, Lauderdale-The-Sea, FL 33308
(954) 640-4225
armiliob@lbts-fl.gov

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**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA, ESTABLISHING A SCHEDULE OF FEES
FOR USE OF THE TOWN'S COMMUNITY CENTER;
PROVIDING FOR IMPLEMENTATION,
CONFLICTS, AND FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) Community Center provides a central location for residents of all ages to participate in a wide variety of classes and programs throughout the year; and

WHEREAS, since 2004, the Town has received funding from the Broward County Community Development Block Grant Program (“CDBG”) to fund senior center activities and operations at the Community Center; and

WHEREAS, the CDBG funding provided approximately 17 percent of the funding necessary to administer the Town's senior center activities and operations at the Community Center; and

WHEREAS, for Fiscal Year 2024, the Town decided to withdraw from the CDBG program; and

WHEREAS, currently, classes and programs are free to all Town residents, part-time residents, and Broward County residents who are 60 years or older, and the fee for non-residents is \$5 per class, \$15 per week, or \$60 per year; and

WHEREAS, in order to supplement the operational costs for the Town's Community Center, Town staff recommends that the Town charge reasonable fees for use of the Community Center by residents, non-residents, and volunteer instructors; and

WHEREAS, Section 1-13 of the Town Code provides that fees not otherwise specified in the Town's Code or other applicable laws may be established by resolution of the Town Commission; and

WHEREAS, in recommending a schedule of fees, Town staff surveyed surrounding municipalities to gauge the current fee schedule in those municipalities; and

WHEREAS, based on this survey and the recommendation of Town staff, the Town Commission desires to establish a schedule of fees for use of the Town’s Community Center, as set forth in the fee schedule attached as Exhibit “A” (the “Fee Schedule”); and

WHEREAS, the Town Commission finds that approving the Fee Structure is in the best interest of the Town.

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

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

Section 2. Fee Schedule. The Fee Schedule, attached as Exhibit “A,” is hereby established.

Section 3. Implementation. The Town Manager is authorized to take all actions necessary to implement the Fee Schedule and the purposes of this Resolution.

Section 4. Conflict. All resolutions or parts of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED this 15th day of August, 2023.

Mayor Chris Vincent

Attest:

60 Katrina Adler, Town Clerk
61 (CORPORATE SEAL)
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64 APPROVED AS TO FORM:
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Susan L. Trevarthen, Town Attorney

Exhibit “A”

Town of Lauderdale-By-The-Sea Community Center Fee Schedule

Annual Membership	Cost
LBTS Resident	\$25.00
Non-Resident	\$50.00
Volunteer Instructions	No Cost
Per Class	\$5.00
Weekly Fee	\$15.00



Town Commission Agenda Item Report

Meeting Date: August 15, 2023

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

Submitting Department: Administration

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: Special Event - Community Church Monthly Flea Market beginning September 2, 2023

Explanation: The Community Church (the “Applicant”) is requesting to hold a monthly flea market (the “Event”) on the first Saturday of the month from September 2023 through July 2024 to raise funds for the Church. The Applicant has submitted a Special Event Application (Exhibit 1) and has paid the \$100 application fee. This is a recurring event and has taken place for the past several years.

This event season would consist of the following Saturdays:

2023: September 2, October 7, November 4, December 2

2024: January 6, February 3, March 2, April 6, May 4, June 1, July 6

Event Saturday Schedule	
Set up Begins	7:00AM
Event Begins	8:00AM
Event Ends	2:00PM
Clean Up	4:00PM
Completed	

Tables will be arranged both inside the Church’s fellowship hall as well as outside of the building. Acoustic music may be played in Friedt Park just to the north of the Church. Food will be served from the Church’s kitchen unless approval for a food truck has been granted.

The Applicant has requested approval to allow food trucks at the Event. The Town is recommending a conditional approval of food trucks. At least one week prior to an event at which a food truck is expected, the church will be required to provide:

- A site map identifying the location of the food truck(s);
- Number of trucks proposed;
- Proof of insurance; and

- Proposed hours of operation.

The Town Manager will review the information and provide authorization for the food truck site plan by Thursday prior to the event. If the Church requires earlier approval to secure the food truck, the Town will require the information a week prior to the church's requirement for approval.

In addition to the approval of the Event, the Applicant is also requesting:

1. Waiver of the \$15 per event day fee. The Event falls under Chapter 17.3.2.3 "Special Event Fee for West Commercial Business District."
2. Use of Friedt Park just north of the Church for acoustic music / gathering place for guests.

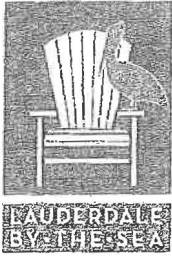
Should the Commission approve the Event, Town Staff suggests approval with the conditions outlined in the tentative permit (Exhibit 2).

Recommendation: Town staff are requesting direction from the Commission on the following items:

1. Approval of the Event with Staff's recommend conditions as outlined in the tentative permit
2. Waiver of the \$15 per event day fee
3. Approval for Community Church to use the annex of Friedt Park just North of Community Church

Exhibits:

1. Ex. 1 Community Church Flea Market 2023-2024 SEA
2. Ex. 2 Tentative Comm Church Flea Market 2023-2024 Permit



SPECIAL EVENT APPLICATION INFORMATION

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

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

An application is not considered complete unless it includes:

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

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

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

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

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

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

Important to remember:

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

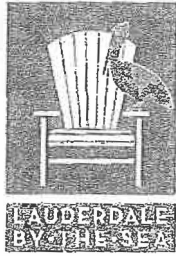
4. Parking is limited in Lauderdale-By-The-Sea, and will be a consideration when approving your event.
5. You may have to obtain permits from the Building & Fire Departments to meet Florida Building Code and Fire Code standards.
6. You are responsible for securing and paying for all fees, licenses, and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

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


Signature of Applicant

Print Name: Debbie O'Connor

Event Name: Community Church Flea Market



SPECIAL EVENT APPLICATION

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

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

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

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

Name of Event: Community Church Flea Market

Event Purpose, Description and Activities: Church Fund raiser through renting of spaces and selling food and non-alcoholic drinks.

New Event **or Returning Event** ^x **Previous Attendance**

Day(s) and Date(s) of Event: First Saturday of the Month restarting on September 2, 2023, till 1 July 1 2024

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

Flea Market around the perimeter of the church grounds, tables will be arranged outside and in the Church's fellowship hall. Acoustic music will be played in the Friedt Park just to the north of the Church. Food will be served from the Church's kitchen or possibly by food trucks.

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

Participants: 30-50 vendors #Spectators Walk in #Adult volunteers: 10-20

Please complete the following table:

Activity	Day	Time
Start of set-up:	Saturday	7am
Start time of the Event:		
EVENT	Saturday	8am
End time of the Event:	Saturday	2pm
Start of Clean up:	Saturday	2pm
Clean-up completed by: (Site restored to original condition)	Saturday	4pm

September 2, October 5, November 2, December 7; 2023 then January 6, 2024, February 3, March 2, April 6, May 4, June 1 and July 6, 2024

Name and address of host or sponsoring organization: Community Church LBTS 4439 Bougainvillea Dr.
LBTS 333308

Is applicant a Non-Profit Organization?

☒ YES ☐ NO

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

Person submitting Application ("Responsible Party"):

Name: Debbie O'Connor

Mailing address: Community Church LBTS 4439 Bougainvillea Dr. LBTS 333308

Phone: Mobile phone: 954-829-1602

Email: Fax:
communitychurchfleamarket@gmail.com

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

Name(s): Debbie O'Connor

Mailing address: Community Church LBTS 4439 Bougainvillea Dr. LBTS 333308

Phone: Mobile phone: 954-829-1602

Evening phone: Fax:

Email: communitychurchfleamarket@gmail.com

Add information as necessary:

Will you have an event contractor or planner?

YES **NO**

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

Name: Company Name:

Business Address: Company Email:

Phone Office: Phone Mobile:

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

Not expecting to need contractors.

Request for Town Involvement:

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

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

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

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

(Insert here or denote if attached)

FEES

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

YES NO

If yes, provide details: Funds raised by space rentals , food & drink sales.

SOUND SYSTEMS

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

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

_____ Proposed amplified sound/speaker system:

☒ Proposed live music: List genre, type, ambiance: Acoustic music will be played in the Friedt Park

☒ Planned recorded music

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

CLEAN EVENT STANDARDS

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

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

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

Name:

Email:

Address:

Daytime phone:

Mobile phone:

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

Tents: _____
Canopies: _____ Only if outside vendors provide
Stages: _____
Bleachers: _____ list size and max load:

UTILITIES

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

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

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

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

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

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

_____ Electrical power:
_____ Water:
_____ x Gas, propane, BBQ grills, generators: Outside of the fellowship hall
_____ Fuel Storage:

SIGNAGE

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

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

Are you requesting permission to erect signage for this Event?

YES NO

For each sign please provide:

Description, number of signs, proposed dates, location, size of signs in square feet and letter size: About ten signs two on Commercial Blvd. the remainder on AIA, Bougainville standard yard sale signage

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

RESTROOMS (show on Site Plan)

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

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

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

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: 2
(Show on Site Plan)

STREET CLOSURES

Street closures may be required at the Event's expense

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

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

TRAFFIC CONTROL/BARRICADES

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

Please list your traffic control contractor, if applicable:

VEHICLES

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

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

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

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

TRAFFIC CONTROL PLAN

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

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

Are you requesting the reservation of any Town parking meter spaces for the Event? YES ☒ NO

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

All parking meter fees are paid 30 days prior to the event.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

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

Do you anticipate needing off duty police officers for your Event?
Do you anticipate needing code compliance officers for your Event?

YES
YES

NO
NO

CONCESSIONS:

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

Are you planning to have any type of concessions?

YES NO

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

YES NO

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

Is the food free of charge or for sale x

Do all food vendors have a temporary food service permit?

YES NO

Please list the types of food that will be served:

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

Charcoal Grills <u> </u>	Sterno <u> </u>	Fryers <u> </u>	Open fires <u> </u>
Propane Grills <u> x </u>	Refrigerators <u> </u>	Smokers <u> </u>	Hoods <u> </u>
Concession trailers <u> </u>	Warmers <u> </u>	LP Tanks <u> </u>	Other <u> x </u>

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

YES

NO
NO

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

YES

Provide details of dispensing locations here and on Site Plan

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

VENDORS

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

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

ANIMALS

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

Are animals included in your event?
If yes, please give details:

YES

☒ NO

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES

☒ NO

SALE OF MERCHANDISE

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

YES

☒ NO

RIDES

Rides or other amusement may require a State of Florida inspection

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

Are rides to be included in the Event?

YES

☒ NO

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

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds and other marine life. Sea turtles and fish often mistake the balloons for jellyfish, eat them and die when their stomachs become blocked. Birds can become entangled in the balloon strings and drown. To help reduce the threats caused by balloons, I agree that there will be no release of balloons at this event and I have been informed that the release of balloons is illegal under Florida Statute 379.233. Balloons may be used for decorations at an event but they must either be deflated or taken home at the end of the event, NEVER released into the air. Failure to abide by this requirement will result in the cancellation of the current Event and denial of future special event permits.

I agree no balloons will be released yes

FIRE WATCH or EMS ONSITE

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

First Aid facilities may be required by Town at Event's expense. Initial *in*

INSURANCE

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

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

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

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

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

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

☒ YES ☐ NO

EVENT CONDITIONS

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

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

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

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about 7am and the area will be cleaned and open by 4pm
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at ____ pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
 - a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b) No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c) All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.

- d) In the Event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
 - e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.
23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.
25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

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

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

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

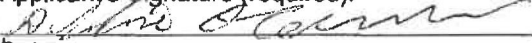
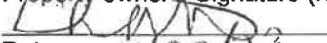
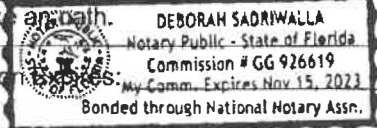
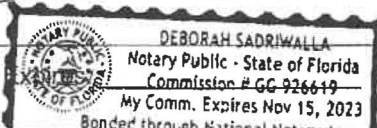
PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owner's Certification

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

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

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

Applicant	Property Owner
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.	I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.
Applicant's Signature (required):  Date: _____	Property owner's Signature (required):  Church Administrator Date: 7/27/23
Applicant's (Print information below) Name: Debbie O'Connor Title: Chairperson Organization: Community Church Flea Market Telephone: Mobile: 954-829-1602 Email: communitychurchfleamarket@gmail.com	Property Owner's (Print information below) Name: Deborah Di Roberto Admin Title: Church Administrator Organization: Community Church Telephone: 954-776-5530 Mobile: 561-350-0123 Email: Welcomecommunityeconcast.net
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>Debbie O'Connor</u> who is personally known to me/provided as identification and who did/did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>Deborah Di Roberto</u> who is personally known to me/provided as identification and who did/did not take an oath.
My Commission Expires:  Notary Public, State of Florida	My Commission Expires:  Notary Public, State of Florida

SITE PLAN DETAILS

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

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

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

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

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

Location:

The site of the event, with streets, parks and other landmarks identified
Routes for races, parades, etc.
Traffic routing and road closures
Ticket Kiosks
Access control points
Signage (*shall be approved by Development Services prior to Application submission to Town Commission*)
Signs (location, size, color and wording)*

Public Services:

Fire lanes (emergency access for fire equipment and EMS)
Restroom facilities (incl. Portable & Private)
Locate electrical equipment, permanent and temporary (temporary electrical installation (must be to code and approved by Town)
Trash and Recycling receptacle locations
Smoking and No Smoking areas
Pedestrian walkways
Garbage Cans
Recycling Bins

Hazard/ Precautions:

Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)
Fencing, barriers, barricades, walls, gates, etc.
Gasoline, propane, grills, fire, charcoal, generators, any other flammable fuel
Fuel Storage and dispensing areas
Fire Extinguishers Minimum size 4A/10BC one every 75 ft. of travel. If cooking, Class K or 1 40BC rated Fire Extinguisher for every cooking station or canopy (at discretion of Fire Marshall)
Generators (shall be approved by Fire Marshall in advance)

Event:

Canopies, tents, stages (types shall be specified) locations for sales, food service, etc. *Large tents will require Fire Marshall approval of illuminated exit signs and fire extinguishers*
Vendor locations (booths or tables and approximate size, (Vendor's company names phone numbers and email addresses required on separate page at least 48 hours in advance of the Event)
Restrooms – Portable and Private
First Aid facilities
Trailers, storage, sleeping facilities, service boxes, displays, etc.
Alcohol serving/consuming areas
Rides and Amusements, Rides, demonstrations, performance areas and stages including Musicians and Artists

Parking:

Parking areas, location, parking spaces, and parking space numbers that will be blocked;
to load/unload before, during or after the event and the amount of time for each occurrence

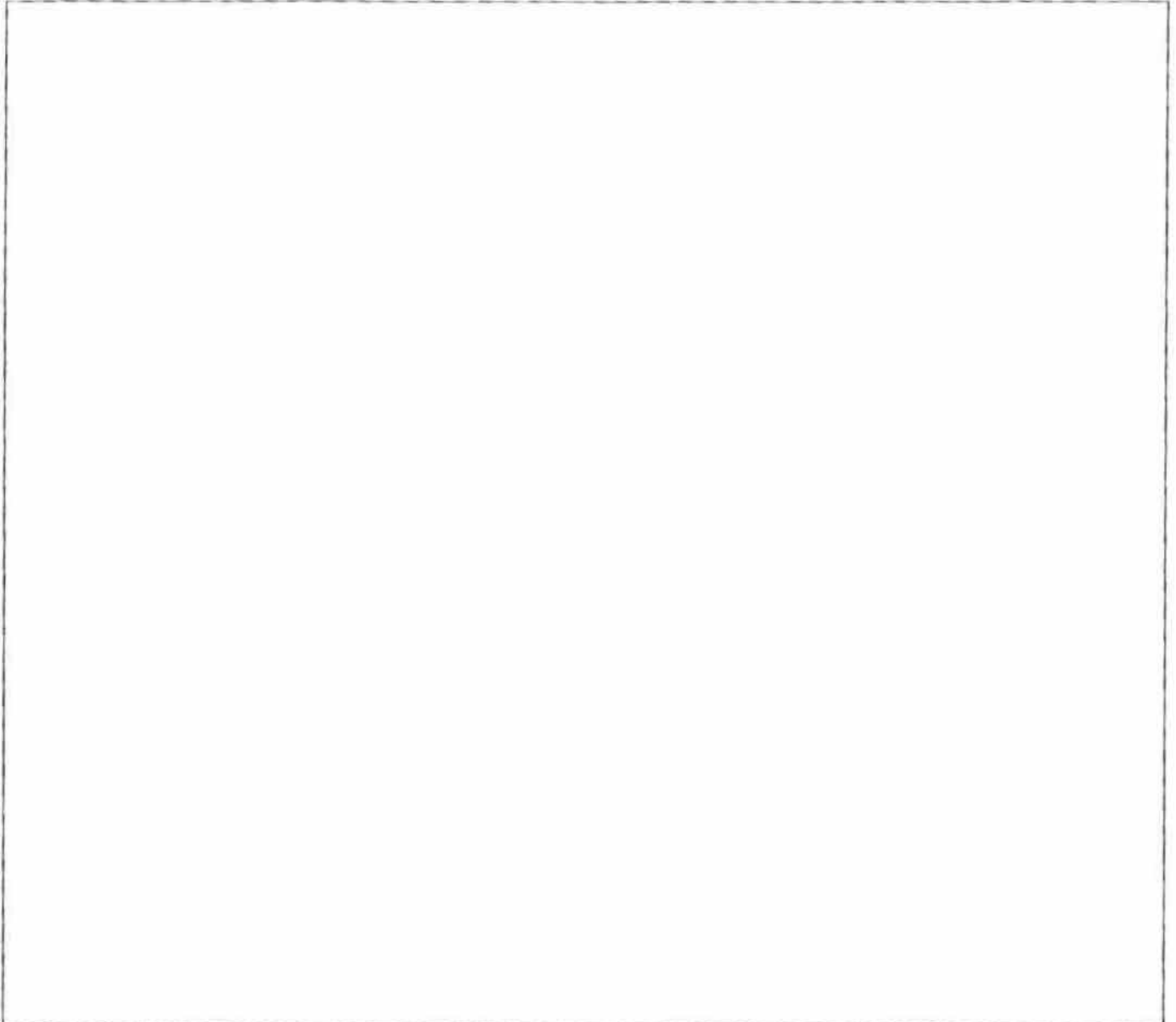
Code or Security Enforcement (paid by Event)

EMS stand-by or Fire watch areas (include first aid stations)
Police: Off duty police officers (if known)

DETAILED SITE PLAN

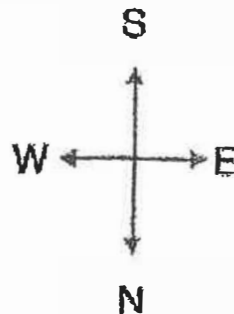
See above for inclusion examples

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

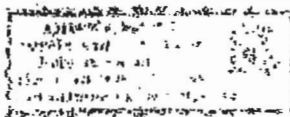




Community Flea Market Site Plan



Indoor vendors are in the Fellowship Hall



Applicant's Certification

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

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

I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.


Applicant's Signature (required)

Debbie O'Connor Chairperson Community Church Flea Market

Applicant's Printed Name and Title/Organization

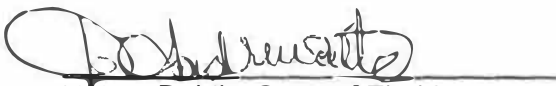
7/27/23
Date

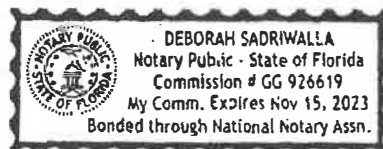
954-829-1602

Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida,
by Debbie O'Connor who is personally known to me/provided
as identification and who did/did not take an oath.


Notary Public, State of Florida
My Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			1JA401821	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				

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

Additional Insured Follows Certificate Holder

Town of Lauderdale-By-The-Sea is additionally insured
Liability to extend to Pavilion, Ocean and Dunes Plaza and to the waterline east of the Pavilion

CERTIFICATE HOLDER

CANCELLATION

Additional Insured: Town of Lauderdale by the Sea 4501 Ocean Drive Lauderdale by the Sea 33308 FL	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ray Wiggins
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Town of Lauderdale-By-The-Sea, FL
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308
(954) 640-4200

DATE : 8/3/2023 1:57 PM
OPER : FI
TKBY : Karen
TERM : 1
REFN : R00006405
=====

APPL: Miscellaneous Application 100.00
Community Christian Church of Ft.
Lauder
Miscellaneous Applications 100.00
001-304000-369200 -100.00

Paid By:Community Christian Church of
Ft
2-Check 100.00 REF:25391

APPLIED 100.00
TENDERED 100.00

CHANGE 0.00



Town of Lauderdale-By-The-Sea Special Event Permit

PERMIT HOLDER INFORMATION

NAME/ORGANIZATION	Community Church LBTS	REPRESENTATIVE	Debbie O' Connor
STREET ADDRESS	4439 Bougainvillea Dr	CITY, STATE ZIP	LBTS 33308
PHONE NUMBER(S)	954-829-1602 (C)	FAX # • EMAIL	Communitychurchfleamarket@gmail.com

DATE AND LOCATION OF EVENT

TYPE OF EVENT	Monthly Flea Market	DATE(S) OF EVENT	1 st Saturdays (see Description)
HOUR(S) OF OPERATION	8:00 AM – 1:00 PM	ADDRESS OR LOCATION OF EVENT	Church Grounds & Friedt Park Annex

DESCRIPTION OF EVENT (TEMPORARY STRUCTURES, SIGNAGE, BANNERS, BALLOONS, ETC. - LOCATION, COLORS, SIZE AND NUMBER)

Flea Market around the perimeter of the church grounds, tables will be arranged outside and in the Church's fellowship hall. Acoustic music will be played in Friedt Park just to the north of the Church. Food will be served from the Church's kitchen.

September 2, October 5, November 2, December 7, 2023
January 6, February 3, March 2, April 6, May 4, June 1, July 6, 2024

Start of Set Up	7:00 a.m.
Event Begins	8:00 a.m.
Event Ends	2:00 p.m.
Clean Up Completed	4:00 p.m.

SPECIAL CONDITIONS

This Special Event Permit was approved by the Town Commission on (DATE) with the following conditions:

1. Waiver of the \$15 per event day fee. This Event falls under Chapter 17.3.2.3 "Special Event Fee for West Commercial Business District"
2. The Police Chief will:
 - a. If necessary, specify the number of BSO detail officers needed for traffic and crowd control; and
 - b. Arrange for the number of detail BSO deputies required to work on public property for crowd and traffic control. The Event will reimburse the Town for this expense.
3. Setup of the Event will start no earlier than 7:00 a.m. and the area will be cleaned by 4:00 p.m.
4. The Event will direct the attendees to Church or public bathrooms in Friedt Park.
5. The Event will arrange for an inspection of the Event site from the Fire Marshal one hour prior to each Event to ensure that it is organized in a safe manner to protect attendees and that all electrical cords and similar materials are covered to avoid a trip hazard.
6. Per new Ordinance 2022-09, there is no smoking in Parks, and thus no smoking in Friedt Park Annex is allowed.
7. No road closures are approved. Parking will operate according to normal parking regulations.

8. The Event is allowed to park cars in the Right of Way (ROW) on Bougainvilla and Poinciana.
9. Tables, chairs, stage, equipment, etc., shall not interfere with pedestrian walkways, ingress, or egress.
10. The Event shall keep the sidewalks next to the event site and within the event site open and clear for pedestrian traffic.
11. Town power will not be used.
12. Food will be served from the church's kitchen and grill. Event shall provide one 4A/10BC fire extinguisher next to the church's grill. Food trucks may be permitted pending approval of the Town Manager. The Church must notify Town at least one week prior to an event at which a food truck is expected, the Church will be required to provide: a site map with the location of the truck, number of trucks proposed, proof of insurance, and proposed hours of operation.
13. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
14. During the Event as needed and at the end of the Event, the Event shall empty all the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site and appropriately disposal of all refuse.
15. Clean-up fee starting at \$150 will be charged if area is not cleaned to Town standards.
16. Only acoustical music is allowed outside.
17. All noise from the Event will end promptly at 2:00 p.m.
18. The Event shall provide written notice at least two weeks prior to each month's event to all properties within a one-block of the Events (Bougainvilla, Poinciana). The notice and distribution area will be approved by the Town prior to distribution.
19. Final Site Plan (if there are changes) must be presented for approval at least 48 hours in advance of each Event.
20. Any inspections or work to support the Event required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. The Event shall provide a Certificate of Liability Insurance prior to permitting that meets all the insurance requirements of Chapter 17, Section 17-9, which may be modified by action of the Town Commission for a specific event:
 - a. Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000.
 - c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the Applicants will be held responsible for providing the Town notice of any change in insurance coverage.

22. The Town will be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. The Applicants will provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements will justify a denial, suspension, or revocation of the requested approval by the Town Manager or designee.
23. In the event that control of any applicable Event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Church (the "Sub-Permittee"), the Sub-Permittee shall be required to meet the insurance and indemnification requirements of this Section under which the Church is applying, as if they were the Church and will be held responsible for compliance with the Town Code as if the Sub-Permittee were the Church.
24. In the event that insurance certificates, licenses, and other material requirements are not provided by the required dates, the approval for this Event will expire unless the Town Manager finds there are extenuating circumstances that the Church has cured or can immediately cure without compromising the health, welfare, and safety of the citizens of the Town and those attending the Event without increasing the administration costs of the Town.
25. The Church shall owe no monies to the Town at the time of the Event. There shall be no outstanding fines, moneys, fees, licenses, permits, taxes, or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all outstanding debts to the Town are paid in full.
26. Permission for this Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
27. The Town Manager may suspend permission for this Event due to construction activities, failure of the Church to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
28. Upon showing by the Church of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events.
29. The onsite Town representative may terminate the Event due to the Church not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

DOCUMENTS AND PERMITS REQUIRED

Insurance has been received.

Signature:
Courtney Easley, Assistant to the Town Manager

Date:

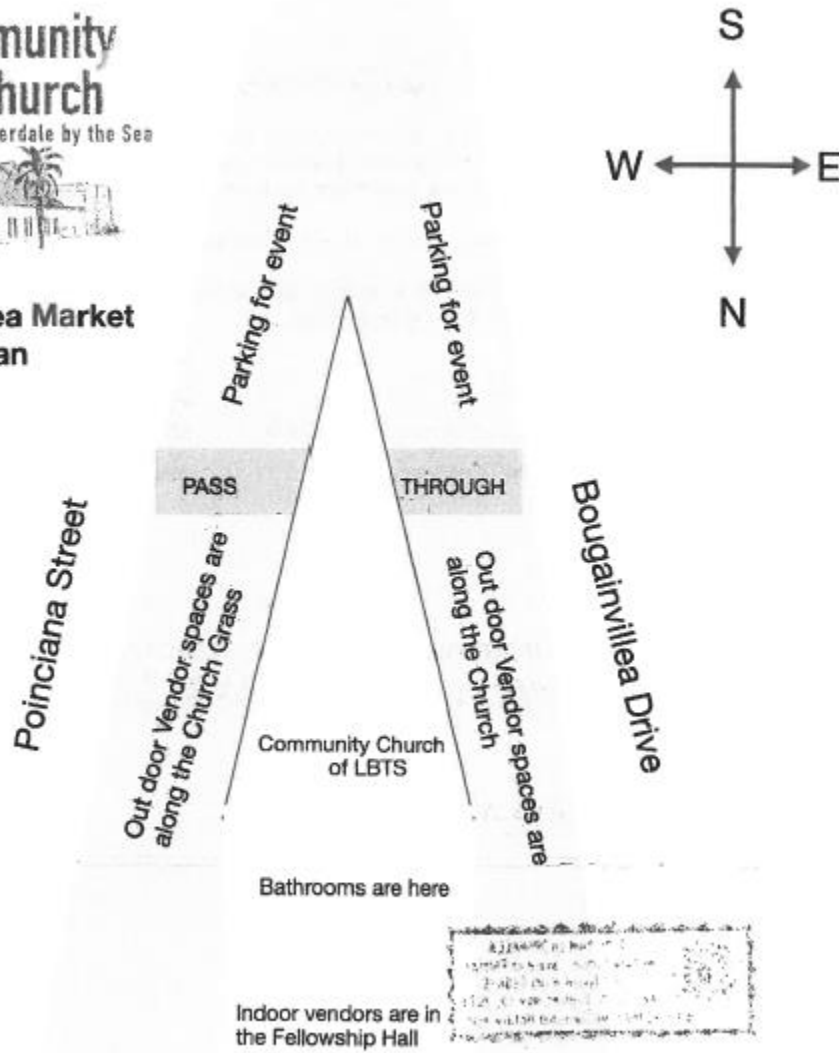
APPLICANT: I AGREE TO COMPLY WITH ALL OF THE CONDITIONS OF THIS PERMIT.

Signature of Applicant:
Print Name:

Date:



Community Flea Market Site Plan





Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Ordinance

Agenda Section: ORDINANCES 1st Reading

Subject Title: ORDINANCE 2023-03: ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE I "IN GENERAL" OF THE CODE OF ORDINANCES TO UPDATE REGULATIONS REGARDING CONSTRUCTION FENCING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Explanation: Chapter 6 of the Town of Lauderdale-By-The-Sea Code of Ordinances ("Town Code") requires the installation of temporary perimeter site fencing for new construction projects. However, the Town Code is not specific as to the type of fence that is required, nor does it outline a requirement for dust barriers to be installed on construction fences. Because of this lack of clarity, several construction fences have been installed on various projects which do not meet the intent of the Town Commission. To ensure that construction fences are uniform in appearance moving forward, staff has prepared Ordinance 2023-03. (Exhibit 1). Table 1 below outlines the proposed changes to Town Code Section 6-8.

Table 1

	Issue Addressed	Ordinance Requirement	Ordinance Line Number
1.	The ordinance clarifies that perimeter site fencing for construction projects must meet the requirements of the Florida Building Code.	Current regulations do not clearly outline the requirement for conformance with the Florida Building Code.	32-34
2.	The ordinance institutes a requirement for construction fences to be chain link and have a visual barrier installed. Further clarifies prohibition of graphics and sales information on the fence.	Current regulations do not clearly outline a requirement for construction fences to be chain link.	40-41

3.	The ordinance institutes a requirement for construction fences to be secured and locked when workers are not on the job site.	Current regulations do not have a requirement for construction fences to be secured.	51-52
4.	The ordinance institutes a requirement for construction fences to be secured and fence covering removed upon issuance of a hurricane warning applicable to the Town.	Current regulations do not have a requirement for construction fences to be secured in the event of a hurricane.	53-56

Recommendation: Staff recommends approval of Ordinance 2023-03 on first reading and setting second reading for September 26th.

Exhibits:

1. 2023- 03 Construction Fence Appearance Ordinance

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 6, “BUILDINGS AND BUILDING REGULATIONS,” ARTICLE I “IN GENERAL” OF THE CODE OF ORDINANCES TO UPDATE REGULATIONS REGARDING CONSTRUCTION FENCING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the Town Commission recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town’s regulations are current and consistent with the Town’s regulatory needs; and

WHEREAS, the Town Commission desires to amend Chapter 6, “Buildings and Building Regulations,” of the Town Code of Ordinances to amend regulations regarding construction fencing; and

WHEREAS, the Town Commission finds that this Ordinance is in the best interests of the Town and its residents.

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

SECTION 1. Recitals. The foregoing “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. Amendment. Chapter 6, “Buildings and Building Regulations,” of the Town Code of Ordinances, is hereby amended to read as follows¹:

Chapter 6 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. - IN GENERAL

¹ Additions to existing text are shown in underline. Deletions are shown in ~~striketrough~~. Additions between first and second reading are shown in double underline. Deletions between first and second reading are shown in ~~double striketrough~~.

* * *

Sec. 6-8. Construction site operation, maintenance, appearance, and secondary impacts.

* * *

(c) Fencing.

(1) Temporary perimeter site fencing for new construction and significant exterior alterations or additions is required.

(12) Temporary perimeter site fencing for new construction is required and must meet all of the following requirements must meet the requirements of the Florida Building Code and Town Code as indicated below:

a. Be six feet high with approved screening material to prevent dust intrusion upon adjacent properties.

b. Be installed and maintained at ground level on all sides of the site.

c. ~~Include installation and maintenance of an approved silt fence to prevent any construction debris from entering the waterway for properties abutting a waterway~~ Be chain link and have a visual and dust barrier or screening of canvas or mesh fence covering.

d. ~~Be removed from the site upon the earliest of:~~

~~1. A determination by the Building Official that construction work is deemed abandoned pursuant to subsection (h) of this section;~~

~~2. The expiration of the related building permit;~~

~~3. Completion of the exterior of the building; or~~

~~4. The issuance of a certificate of occupancy~~ Be consistent with Section 30-504 of this Code.

e. Be inclusive of an approved and maintained silt fence to prevent any construction debris from entering the waterway for properties abutting a waterway.

f. Be secured with a lock substantial enough to ensure closure and security when workers are not on the job site.

g. Be secured upon the issuance of a hurricane warning applicable to the Town. This includes the temporary removal of screening material and silt fencing, if applicable. All barrier or screening materials shall be reinstalled not more than ten (10) business days after the hurricane threat has ended.

h. Be removed from the site upon the earliest of:

1. A determination by the Building Official that construction work is deemed abandoned pursuant to subsection (h) of this section;

2. The expiration of the related building permit;

3. Completion of the exterior of the building; or

4. The issuance of a certificate of occupancy.

(23) Perimeter site fencing for other construction projects may be required at the discretion of the Building Official.

(34) It is not intended that the temporary fencing required by this section be limited by required setbacks.

* * *

SECTION 3. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

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

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

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon passage on second reading.

Passed on the first reading, this ____ day of _____, 2023.

Passed on the second reading, this ____ day of _____, 2023.

MAYOR CHRIS VINCENT

ORDINANCE 2023-03

89		First Reading	Second Reading
90	Mayor Vincent		
91	Vice-Mayor Malkoon		
92	Commissioner Pouloupoulos		
93	Commissioner Oldaker		
94	Commissioner Strauss		

95

96 Attest:

97

98 Katrina Adler, Town Clerk

99 (CORPORATE SEAL)

100 APPROVED AS TO FORM:

101

102

103 Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Ordinance

Agenda Section: ORDINANCES 1st Reading

Subject Title: Ordinance 2023-04: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14.3 "PARKS AND RECREATIONAL FACILITIES," OF THE TOWN CODE OF ORDINANCES TO DEFINE AND REGULATE DESIGNATED CHILDREN'S PLAY AREAS AND TO OTHERWISE UPDATE AND CLARIFY CHAPTER 14.3; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation: At the July 25th Commission meeting, Commissioner Pouloupoulos requested staff to review the Town's ordinances and add a prohibition on having adults without the accompaniment of children from loitering in the Children's playground which is part of Freidt Park. The Commission concurred and the proposed Ordinance 2023-04 is the result of this decision.

Section 14-3 of the Town's Code of Ordinances addresses parks and recreational facilities. While reviewing this section of the code, we realized that updates to the language regarding alcohol and drug use in the Town's parks were also appropriate, and so this information is included in the ordinance as well.

The following table highlights the revisions to the ordinance.

	Topic	Line Number
1.	Add definitions of Adult, Children, Children's Play Area, update the definition of Weapon and correct alphabetizing	37-48
2.	Clarify possession and use of alcoholic beverages in parks	60
3.	Clarify possession or use of drugs in parks	64
4.	Prohibit adults from the designated children's play area unless they are accompanying children .	94

5.	Miscellaneous non-substantive corrections	Throughout the ordinance
----	---	--------------------------

Recommendation: Staff recommends approval of Ordinance 2023-04 on first reading and scheduling second reading for September 27th.

Exhibits:

1. Ordinance 2023-04 Designated Childrens Play Area

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Adult is a person who has reached the age of 18 years.

Amusement contraptions means any contrivance, device, gadget, machine or structure designed to test the skill or strength of the user or to provide the user with any sort of ride, lift, swing or fall experience including, but not limited to, ball-throwing contest devices, pinball type devices, animal ride devices, dunk tanks, ball and hammer devices, trampoline devices and the like.

Area or *areas* means a specified place within a park.

Child/ren is/are a person(s) 12 years of age or younger.

Children's Play Area means the area within a Town park bounded by signs that identify the designated area as a children's play area pursuant to this chapter.

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

Director means the Director of Public Works.

* * *

Rollerskater is any person riding or propelling oneself by human power or gravity on wheeled devices that are worn on a person's feet or stood upon by a person. Such devices specifically include, but are not limited to, rollerskates, in-line skates, rollerskis, skateboards and scooters.

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

Weapon means all those weapons, excluding firearms, as that term is defined in F.S. § 790.001 ~~defined as requiring a license or permit under State statute~~, but also includes spears, crossbows, bows and arrows, sling shots, paintball guns or any other dangerous weapon or projectile.

* * *

Sec. 14.3-3. Regulation of public use.

(a) Park hours.

- (1) Parks shall be open to the public from 7:00 a.m. until 10:00 p.m. Children's playground areas shall be open from 7:00 a.m. to 7:00 p.m.(8:00 p.m. during Daylight Savings). It shall be unlawful for any person to enter or remain in a park at any other time without a use permit except when the park area or facility is otherwise designated by the Town, or the park area or facility is being used as part of an authorized Town program.

* * *

Sec. 14.3-4. – Regulation of general conduct—Personal behavior.

(a) Drug and alcohol use. It shall be unlawful for any person to:

(1) Use, ~~consume, possess or sell any alcoholic beverage, in violation of State statutes or Town Code chapter 3,~~ or unless expressly approved by Town permit or license.

(2) Consume or display any alcoholic beverage at sites where the Town or its agent is a licensed vendor of alcoholic beverages, unless purchased at that site, or authorized by special permit.

~~(3) Possess or bring beer or wine into a park in kegs, barrels, or other bulk tap quantities, except by Town Permit~~ Use, consume, possess or sell any drug in violation of any law.

(b) *Public nuisance/personal safety.* It shall be unlawful for any person to:

(1) Engage in fighting or exhibit threatening, violent, disorderly or indecent behaviors.

(2) Make unreasonable coarse utterance, gesture or display.

(3) Address abusive language tending to incite a breach of the peace or to be inimical to the peace of any person present.

(4) Engage in any course of conduct or participate in any activity in any park after he or she is advised by a Law Enforcement Officer or other park employee or park patrol agent having authority to regulate or manage the area, that such conduct or participation is unreasonably and unnecessarily hazardous to the personal safety of said person or another person; or impairs or limits the lawful use and enjoyment of the facility or area by other persons.

(c) *Property of others.* It shall be unlawful for any person to:

(1) Intentionally disturb, harass or interfere with a park visitor's property.

(2) Leave or store personal property on Town property.

(d) *Littering.* It shall be unlawful for any person to deposit, scatter, drop or abandon in a park any bottles, cans, broken glass, hot coals, ashes, sewage, waste or other material, except in receptacles provided for such purposes.

(e) *Possession and use of weapons/fireworks.* Except for a licensed Law Enforcement Officer, it shall be unlawful for any person to:

(1) Have in his/her possession within any Town park, a weapon, as that term is defined in F.S. § 790.001.

(2) Possess, set off or attempt to set off or ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics without a Town permit.

(3) Shine a laser in the face of another person.;

(f) *Interference with employee performance of duty.* It shall be unlawful for any person to impersonate or pretend to be any employee of the Town or interfere with, harass or hinder any employee in the discharge of his/her duties.

(g) *Smoking.* It shall be unlawful for any person to smoke in a park, except for the smoking of unfiltered cigars.

(h) *Designated Children's Play Areas.* It shall be unlawful for any adult to enter or remain in a designated children's play area, where signage is posted, unless the adult is supervising or accompanying a child or children who is/are then visiting the play area.

* * *

Sec. 14.3-5. Regulations pertaining to general parkland operation.

* * *

(e) *Amusement contraptions.* It shall be unlawful to bring in, set up, construct, manage or operate any amusement or entertainment contraption, device or gadget without authorization of the Town manager or his/her designee.

* * *

Sec. 14.3-6. Protection of property, structures and natural resources.

* * *

(b) *Wildlife.* It shall be unlawful for any person to:

(1) Kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed, any species of wildlife, except as permitted by Town permit in designated areas.

(2) Release or abandon any animal within a park.

(4~~3~~) Feed any wildlife or feral animals in a park.

SECTION 3. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article" or such other appropriate word or phrase in order to accomplish such intentions.

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

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

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

Passed on the first reading, this ____ day of _____, 2023.

Passed and adopted on the second reading, this ____ day of _____, 2023.

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Malkoon	_____	_____
Commissioner Oldaker	_____	_____
Commissioner Pouloupoulos	_____	_____
Commissioner Strauss	_____	_____

ATTEST:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Agenda Item No: 15.c.

Town Commission Agenda Item Report

Meeting Date: August 15, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: ORDINANCES 1st Reading

Subject Title: Ordinance 2023-05: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 8, "FIRE PREVENTION AND PROTECTION," OF THE CODE OF ORDINANCES BY AMENDING ARTICLE I "IN GENERAL" AND ARTICLE II "FIRE DEPARTMENT" TO ADOPT THE CITY OF POMPAÑO BEACH'S FIRE PREVENTION CODE AND FEE SCHEDULE; AMENDING ARTICLE VI "FIRE PROTECTION SPECIAL ASSESSMENT" TO CLARIFY AND UPDATE PROVISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Explanation: On June 20, 2023, the Town entered into a contract with the City of Pompano Beach for Pompano Beach Fire Rescue to provide the Town's fire suppression and emergency medical services. Service begins on September 1, 2023. As part of the contract with the City of Pompano Beach, the Town agreed to adopt the City of Pompano Beach's fire code and fire related fees. Ordinance 2023-05 accomplishes this task. Amendments to the Town's current fire code included in this ordinance are outlined in the table below.

	Topic	Line Number
1.	Removes duplicative language regarding fire detectors and inspections	40-69
2.	Adopts Chapter 95 of the City of Pompano Beach Code of Ordinance as the fire prevention code and fee schedule for the Town. Additionally, it establishes that fees not included in Chapter 95 will be approved by Town resolution.	73-82
3.	Deletes reference to Town establishing Fire Chief (Pompano will now be responsible)	93-97
4.	Deletes reference to Suspension (Pompano will now be responsible)	98-103
5.	Deletes Town employees as active members of Volunteer Fire organization	111-115

6.	Deletes reference to Fire Protection Special Assessment North and South Boundaries	123-186
7.	Deletes reference to annexed area with mutual service benefit	269-290
8.	Adds reference to Townwide	294, 309, 311,319
9.	Updates language regarding the initial assessment resolution	328-349
10.	Updates language for public hearings	351-357
11.	Updates notice requirements for public hearing	385-392

Recommendation: Staff recommends approval of Ordinance 2023-05 on first reading and setting second reading for September 13, 2023.

Exhibits:

1. Ordinance 2023-05 Amending Chapter 8 - Fire Prevention and Protection

1 **AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-**
2 **THE-SEA, AMENDING CHAPTER 8, “FIRE PREVENTION**
3 **AND PROTECTION,” OF THE CODE OF ORDINANCES BY**
4 **AMENDING ARTICLE I “IN GENERAL” AND ARTICLE II**
5 **“FIRE DEPARTMENT” TO ADOPT THE CITY OF**
6 **POMPAÑO BEACH’S FIRE PREVENTION CODE AND FEE**
7 **SCHEDULE; AMENDING ARTICLE VI “FIRE**
8 **PROTECTION SPECIAL ASSESSMENT” TO CLARIFY**
9 **AND UPDATE PROVISIONS; PROVIDING FOR**
10 **CODIFICATION, SEVERABILITY, CONFLICTS AND AN**
11 **EFFECTIVE DATE**

12
13 **WHEREAS**, the Town Commission of the Town of Lauderdale-By-The-Sea (the “Town”)
14 recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to
15 ensure that the Town’s regulations are current and consistent with the Town’s regulatory needs;
16 and

17 **WHEREAS**, on June 20, 2023, the Town Commission approved Resolution 2023-24 to
18 enter into an agreement with the City of Pompano Beach (the “City”) for Pompano Beach Fire
19 Rescue to provide fire suppression and emergency medical services for the Town; and

20 **WHEREAS**, to implement the transition of fire/EMS services to Pompano Beach, the
21 Town agreed to adopt the fire prevention code and fire-related fees of the City; and

22 **WHEREAS**, the Town Commission desires to amend Chapter 8, “Fire Prevention and
23 Protection,” of the Town Code of Ordinances (the “Code”) to adopt the City’s fire prevention code
24 and fee schedule; and

25 **WHEREAS**, the Town Commission further desires to amend Article VI “Fire Protection
26 Special Assessment” of Chapter 8 of the Code to clarify the process of implementing the fire
27 assessment in accordance with state law, and to remove obsolete provisions; and

WHEREAS, the Town Commission finds that this Ordinance is in the best interests of the Town and its residents.

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

SECTION 1. Recitals. The foregoing “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. Amendment. Chapter 8, “Fire Prevention and Protection,” of the Town Code of Ordinances, is hereby amended to read as follows¹:

Chapter 8 – FIRE PREVENTION AND PROTECTION

ARTICLE I. - IN GENERAL

Sec. 8-1. Fire detectors; emergency lighting and extinguishers required in or on designated buildings and premises.

- (a) ~~All buildings in the Town built after October 1, 1988 shall be equipped with suitable fire detection equipment approved by the Town Manager. Emergency lighting and fire extinguishing equipment shall be required in all multi-family, hotel, motel or like dwellings.~~
- (b) ~~Such devices or appliances may consist of automatic fire alarm systems, automatic sprinklers or water spray systems, standpipe and hose, fixed or portable fire extinguishers of a type suitable for the probable class of fire. Every sprinkler system, standpipe system, fire alarm system and other fire protection or extinguishing systems or appliances which have been installed in compliance with any law or ordinance, shall be installed, maintained and regulated in compliance with the recommendations of the National Board of Fire Underwriters and the National Fire Protection Association.~~

Sec. 8-2. Inspection of certain premises by Fire Prevention Bureau; fees.

- (a) ~~Fire Prevention Bureau authorized; inspections; exemptions. The Town Manager is hereby empowered and instructed to establish a Fire Prevention Bureau and to hire such personnel as is necessary to inspect every commercial business and common area of~~

¹ Additions to existing text are shown in underline. Deletions are shown in ~~striketrough~~. Additions between first and second reading are shown in double underline. Deletions between first and second reading are shown in ~~double striketrough~~.

~~multi-family condominiums on an annual basis. The interior of private (single-family/duplex) residential units shall be exempt from inspection.~~

~~(b) Fee established. Fees for said inspection shall be set by resolution of the Town Commission. Failure to pay for the inspection or meet the requirements of said inspection may result in the revocation of the business tax receipt of the business and a lien against the real property that the business is located upon. No business tax receipt shall be revoked until a hearing is held by the Town Commission at a regularly scheduled meeting.~~

~~(c) Plans to be examined. Every new construction shall have its plans examined and approved by the Fire Prevention Bureau. No certificate of occupancy shall be issued without the plans of the new construction meeting the approval of the Fire Prevention Bureau. Multi-residential construction is not exempt from this section. Fees for said plans examinations shall be contained in the resolutions establishing administrative~~

Sec. 8-31. Florida Fire Prevention Code adopted and fees established.

(a) The Florida Fire Prevention Code (NFPA 1) and (NFPA 101) is hereby adopted as the fire code for the Town.

~~(b) All subsequent amendments to such code are hereby adopted and incorporated by reference.~~

(b) The City of Pompano Beach's Fire Prevention Code and fee schedule (Chapter 95) is hereby adopted as the fire prevention code and fee schedule for the Town. All subsequent amendments to Chapter 95 are hereby adopted and incorporated by reference.

~~(c) Fire inspection and review fees shall be established by resolution of the Town Commission.~~

(c) Fire inspection and review fees that are not included within Chapter 95 shall be established by resolution of the Town Commission.

Secs. 8-42—8-20. Reserved.

ARTICLE II. FIRE DEPARTMENT

Sec. 8-21. Created; composition.

A Fire Department for the Town is hereby created and established. The Town Manager shall operate the Department by:

- (1) Providing personnel employed by or assigned by the Town Manager;
- (2) Contracting with other governmental or private entities;
- (3) Contracting with a not-for-profit organization which will provide volunteer personnel for fire suppression activities; or
- (4) Any combination of subsections (1), (2), and (3).

Sec. 8-22. Chief.

~~The Town Manager shall hire or contract for the services of a Fire Chief, whose duties shall be set forth in either a professional services agreement between the Fire Chief and the Town~~

~~Manager, or through a contract with a governmental entity, a private entity or a not-for-profit organization.~~

~~Sec. 8-23. Suspension.~~

~~All members of the Fire Department, including the Fire Chief, are subject to suspension or discharge because of incompetency, general inefficiency, neglect of duty, immorality, drunkenness, failure to obey orders given by proper authority, or for any other just or reasonable cause, in the manner provided for by Town personnel rules or the provision of contract, whichever is applicable.~~

~~Sec. 8-24. Equipment inventory; inspection of water system.~~

- ~~(a) The Town Manager, in his/her discretion, may request funding for fire protection equipment sufficient to protect the public health and welfare in the Town Manager's annual budget request.~~
- ~~(b) The Town Manager shall administer or contract for an inspection program to ensure that the Town's water system is functionally sound and sufficient to support fire suppression services in the Town.~~

~~Sec. 8-25. Town employees as active members.~~

~~All Town employees who are active members of a not-for-profit organization that provides volunteer personnel for fire suppression services within the Town, during Town working hours, are relieved of their responsibilities as a Town employee during such time as they are responding to an incident.~~

~~Secs. 8-26—8-45. Reserved.~~

~~* * *~~

ARTICLE VI. FIRE PROTECTION SPECIAL ASSESSMENT

Sec. 8-101. Fire protection special assessment boundaries.

The Town hereby establishes the following boundaries for fire protection special assessments, in the event the Town establishes a special assessment program relating to the provision of fire protection services within the Town:

- ~~(1) Fire Protection Special Assessment—North. The boundaries for the area known as Fire Protection Special Assessment—North shall be as follows:~~

~~A parcel of land in Sections 6 and 7 of Township 49 South, Range 43 East, being more particularly described as follows:~~

~~Begin at the intersection of the South line of Section 7, Township 49 South, Range 43 East and the centerline of the Intracoastal Waterway; thence northerly along the centerline of the Intracoastal Waterway to the intersection with a line 25 feet south of and parallel with the north line of Section 7, Township 49 South, Range 43 East; thence easterly along the said parallel line to the Easterly right-of-way line of the Intracoastal Waterway; thence~~

Northerly along the said easterly right-of-way line to the Southwest corner of Lot 1, Block 16 of Terra Mar Island Estates, Second Addition, as recorded in Plat Book 31, Page 20 of the Public Records of Broward County, Florida; thence Southeasterly along the south line of said Lot 1, Block 16 to the southeast corner of said Lot 1, Block 16; thence northeasterly along the east line of said Lot 1, Block 16 to the westerly extension of the south line of Block 12 of said Terra Mar Island Estates, Second Addition; thence easterly along the said south line of Block 12 and the extension thereof to the west line of Lot 1, Block 15 of said Terra Mar Island Estates, Second Addition; thence southerly along the said west line of Lot 1, Block 15 and the west line of Lot 10, Block 11 of Terra Mar Island Estates, First Addition as recorded in Plat Book 31, Page 10 of the Public Records of Broward County, Florida, to the southwest corner of said Lot 10, Block 11; thence easterly along the south line of said Lot 10, Block 11 and its extension thereof to the centerline of Spanish River; thence southerly along the said centerline of Spanish River to a point 1,350 feet south of the north line of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 6, Township 49 South, Range 43 East; thence south 200 feet to a point on a line 1,550 feet south of and parallel with the said north line of the southeast one-quarter (SE $\frac{1}{4}$) of Section 6, and being 1,127.43 feet east of the said easterly right-of-way line of the Intracoastal Waterway; thence easterly along said parallel line to the easterly right-of-way line of Florida State Road A-1-A (South Ocean Boulevard); thence northeasterly along the said easterly right-of-way line of State Road A-1-A to a line 850 feet south of and parallel with the said north line of the southeast one-quarter (SE $\frac{1}{4}$) of Section 6; thence easterly along said parallel line and its Easterly extension thereof, through Government Lot 2, Section 5, Township 49 South, Range 43 east to the shore line of the Atlantic Ocean; thence southerly along said shoreline to a line 380 feet North of and parallel with the south line of the northeast one-quarter (NE $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence westerly along said parallel line and along a line 380 feet North of and parallel with the south line of the northwest one-quarter (NE $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 7 to the westerly right-of-way line of Florida State Road A-1-A; thence northerly along said westerly right-of-way line of State Road A-1-A to the intersection of the north line of the southeast one-quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence westerly along the said North line of the southeast one-quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East and along the north line of the southwest one-quarter (SW $\frac{1}{4}$) of said Section 7 to the easterly right-of-way line of the Intracoastal Waterway; thence southerly along said easterly right-of-way line to the south line of Section 7, Township 49 South, Range 43 East; thence westerly along the said south line of Section 7, Township 49 South, Range 43 East to the point of beginning.

(2) Fire Protection Special Assessment—South. The boundaries for the area known as Fire Protection Special Assessment—South shall be as follows:

Beginning at the intersection of the north boundary line of Section 18, Township 49 South, Range 43 East with the centerline of the right-of-way of the Intracoastal Waterway (Florida East Coast Canal), the point of beginning; thence in a southerly direction along the centerline of the right-of-way of the Intracoastal Waterway to the intersection of said centerline with the South boundary line of said Section 18; thence in an easterly direction along the south boundary line of said Section 18 to the intersection of said south boundary

~~line with the ordinary low watermark of the Atlantic Ocean; thence in a northerly direction along said ordinary low watermark of the Atlantic Ocean to a point on said ordinary low watermark located one 180 feet north of the south line of the north one-half (N½) of the southeast one-quarter (SE¼) of Section 7, Township 49 South, Range 43 East; thence in a westerly direction along a line located 180 feet north of and parallel to the south line of the north one-half (N½) of the southeast one-quarter (SE¼) of said section 7 to the intersection of said line with the west line of the right-of-way of State Road A-1-A; thence in a southerly direction along the west line of the right-of-way of SR A-1-A to the intersection of said west line with the north boundary line of Section 18, Township 49 South, Range 43 East; thence in a westerly direction along the north boundary line of said Section 18 to the point of beginning.~~

- (3) *Fire Protection Special Assessment—Townwide.* The boundaries of a fire protection special assessment to be levied throughout the Town to fund a unified fire protection service, should the Town Commission determine to do so, shall be the same as the boundaries of the entire Town, as may be amended from time to time. As of the October 1, 2004, the boundaries of the Town and the Townwide Special Assessment Area is:

Beginning at the intersection of the south boundary line of Section 7, Township 49 South, Range 43 East with the centerline of the Intracoastal Waterway (Florida East Coast Canal), the point of beginning; thence in a northerly direction along the centerline of the Intracoastal Waterway to the intersection of said centerline with a line located 25 feet south of and parallel to the north line of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along a line located twenty-five (25) feet south of and parallel to the north line of said Section 7 to the intersection of said line with the east right-of-way line of the Intracoastal waterway; thence in a northerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of-way line with the southwest corner of Lot 1, Block 16 of Terra Mar Island Estates, Second Addition, as recorded in Plat Book 31, Page 20 of the Public Records of Broward County, Florida; thence in an easterly direction along the south line of said Lot 1, Block 16 to the southeast corner of said Lot 1, Block 16; thence in a northerly direction along the east line of said Lot 1, Block 16 to the intersection of said east line with the westerly extension of the south line of Block 12 of said Terra Mar Island Estates, Second Addition; thence in an easterly direction along the westerly extension of the south line of said Block 12, along the south line of said Block 12 and along an easterly extension of said south line to the intersection of said extended line with the west line of Lot 1, Block 15 of said Terra Mar Island Estates, Second Addition; thence in a southerly direction along the west line of Lot 1, Block 15 and along the west line of Lot 10, Block 11 of Terra Mar Island Estates, First Addition as recorded in Plat Book 31, Page 10 of the Public Records of Broward County, Florida to the southwest corner of said Lot 10, Block 11; thence in an easterly direction along the south line of said Lot 10, Block 11 and along an easterly extension of said south line to the intersection of said extended line with a centerline of Spanish River; thence in a southerly direction along the centerline of the Spanish River to a point thirteen hundred and fifty (1,350) feet south of the north line of the southeast one-quarter (SE¼) of said Section 6, Township 49 South, Range 43 East; thence in a southerly direction for two hundred (200) feet to a point on a line located fifteen hundred and fifty (1,550) feet south of and parallel to the north line of the southeast one-

quarter (SE $\frac{1}{4}$) of said Section 6, said point being 1,127.43 feet east of the east right-of-way line of the Intracoastal Waterway; thence in an easterly direction along the line 1,550 feet south of and parallel to said north line of the southeast one-Quarter (SE $\frac{1}{4}$) of said Section 6 to the intersection of said line with the east right-of-way line of State Road A-1-A; thence in a northerly direction along the east right-of-way line of State Road A-1-A to the intersection of said east right-of-way line with a line located 850 feet south of and parallel to the north line of the southeast one-quarter (SE $\frac{1}{4}$) of said Section 6; thence in an easterly direction along said parallel line and an easterly extension of said line, through Government Lot 2, Section 5, Township 49 South, Range 43 East to the intersection of said extended line with the ordinary low watermark of the Atlantic Ocean; thence, continue in an easterly direction along said parallel line a distance of 3 miles (15,840 ft.) to the intersection of said extended line with the eastern boundary of the State of Florida; thence in an southerly direction along said eastern boundary of the State of Florida to the intersection with a line located 380 feet north of and parallel to the south line of the northeast one-quarter (NE $\frac{1}{4}$) of the southeast one-quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence in a westerly direction along said parallel line to the intersection of said line with the west right-of-way line of State Road A-1-A; thence in a northerly direction along the west right-of-way line of State Road A-1-A to the intersection of said west right-of-way line with the north line of the southeast one-quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence in a westerly direction along the north line of the southeast one-quarter (SE $\frac{1}{4}$) and the southwest one-quarter (SW $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East to the intersection of said north line with the east right-of-way line of the Intracoastal Waterway; thence in a southerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of-way line with the south line of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along the south line of Section 7, Township 49 South, Range 43 East to the intersection of said south line with the west line of the right-of-way of State Road A-1-A; thence in a northerly direction along the west line of the right-of-way of SR A-1-A to the intersection of said west line with a line located 180 feet north of and parallel to the south line of the north one-half (N $\frac{1}{2}$) of the southeast one-quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along a line located 180 feet north of and parallel to the south line of the north one-half (N $\frac{1}{2}$) of the southeast one-quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East to the intersection of said parallel line with the ordinary low watermark of the Atlantic Ocean; thence continue in an easterly direction along said line located 180 feet north of and parallel to the south line of the north one-half (N $\frac{1}{2}$) of the southeast one-quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East for a distance of 3 miles (15,840 ft) to the intersection of said parallel line with the eastern boundary of the State of Florida; thence in a southerly direction along the said eastern boundary of the State of Florida to the intersection with the extension of south boundary line of Section 18, Township 49 South, Range 43 East; thence in a westerly direction along the extension of the south boundary line of Section 18, Township 49 South, Range 43 East to the intersection of said south boundary line with the centerline of the right-of-way of the Intracoastal Waterway; thence in a northerly direction along the centerline of the right-of-way of the Intracoastal Waterway to the intersection of said centerline with the north boundary line of Section 18, Township 49 South, Range 43 East, the point of beginning.

Should the boundaries of the Town be amended by annexation, special act or otherwise, the legal description set forth in this subsection (3) shall be deemed automatically amended to reflect the amended Town boundaries unless the Town Commission expresses a contrary intent at the time the Town boundaries are amended.

~~Sec. 8-101.1. Continuation of annexed area within municipal service benefit unit and municipal service taxing unit of Broward County for fire and emergency medical services.~~

~~(a) Consent of Town to have annexed area remain within municipal service benefit unit and municipal service taxing unit of Broward County for fire protection and emergency medical services. The Town hereby consents to the continuation of the annexed area as described in the interlocal agreement and within section 8-101(1) and (2) of this Code within the municipal service benefit unit and municipal service taxing unit of Broward County for fire and emergency medical services. The boundaries of the municipal service benefit unit and municipal service taxing unit of Broward County for fire protection and emergency medical services shall include all the incorporated area of the Town of Lauderdale By The Sea within the annexed area, as described in the interlocal agreement and section 8-101(1) and (2) of this Code. The initial term of this consent shall be one year, with such consent automatically renewing on an annual basis during the term of the interlocal agreement, unless Town notifies County of its intent not to participate in the MSBU and MSTU on or before April 1 of each year, or the County ceases to provide fire protection and emergency medical services within the annexed area.~~

~~(b) Method of termination of consent. The Town hereby authorizes that the consent given under this section shall continue unless and until Broward County has received written notice of the Town's intent not to renew its consent or on or before April 1 of each year, during the term of the interlocal agreement, for the following fiscal year, or such shorter time as approved by Broward County in its sole discretion, this subsection (b) shall be known as the "termination clause."~~

Sec. 8-102. Intent of fire protection special assessment.

It is the intent of this article to provide a methodology for the fair and reasonable levy and collection of a special assessment to fund the provision of fire protection services by the Town within ~~one or both of the~~ Townwide fire protection special assessment areas described in section 8-101, as prescribed in the initial, preliminary, and annual assessment resolutions. The Town intends to utilize the uniform method for the levy and collection of special assessments, provided in F.S. §§ 197.3632 and 197.3635, as amended from time to time, as those provisions set forth a fair and reasonable procedure to levy and collect special assessments that ensures proper notice and adequate due process to affected parties, and provides for the cooperation between the Town and other governmental entities toward the collection and use of data, providing notice to affected parties, and ensuring the collection of proceeds for use by the Town. It is not the intent of the Town to create any additional due process rights other than those set forth in F.S. §§ 197.3632 and 197.3635. To the extent any provisions herein conflict with those statutory provisions, the aforementioned statutes shall prevail.

* * *

Sec. 8-104. Authority for fire protection special assessments.

* * *

(d) This article authorizes the Town Commission to levy a special assessment to fund fire protection services in the Townwide ~~either or both~~ fire protection special assessment areas as described in section 8-101. The Town Commission shall levy a fire protection special assessment ~~in Area North, Area South, or both~~ Townwide through the adoption of the initial resolutions and subsequent preliminary and annual assessment resolutions for the ~~area or areas~~ in which the special assessment is levied.

* * *

Sec. 8-105. Definitions.

* * *

Fire protection costs means the amount determined by the Town Commission to be assessed in any fiscal year to fund all or any portion of the cost of providing fire protection services, ~~in either or both~~ the Townwide assessment areas, including without limitation: costs of physical construction of or modifications to required facilities; the costs of vehicles, equipment, fuel, supplies, maintenance and repairs; insurance and indemnity costs; personnel costs, including salaries, benefits, uniforms, training, traveling and per diems; all costs associated with the implementation, collection, and enforcement of the fire protection assessment; a reasonable contingency for anticipated delinquencies and uncollected assessments; all other costs reasonably associated with the provision of fire protection services by the Town. Fire protection costs do not include any costs for providing emergency medical services (EMS).

* * *

Sec. 8-106. Initial assessment resolution.

(a) Prior to the preparation of a non-ad valorem assessment roll for the initial fire protection special assessment, the Town Commission shall adopt an initial assessment resolution which shall include, without limitation, the following:

- (1) The fire protection special assessment area ~~or areas~~ in which the fire protection special assessment is levied;
- (2) Brief description of the fire protection services to be funded by the fire protection assessment;
- (3) Legislative determinations of special benefits and fair apportionment for the fire protection special assessment;
- (4) The apportionment methodology for the fire protection special assessment;
- (5) The determination of the fire protection costs to be assessed;

- (6) The establishment of initial fire protection assessments, through an estimated fire protection assessment rate schedule, which may include a maximum rate for any fiscal year subsequent to the initial assessment rate;
- (7) Provide that the fire protection assessment is to be collected on an annual basis until such time as the Town Commission decides otherwise; and
- (8) Direction to the appropriate Town officials to prepare the assessment roll and provide the required notice for the public hearing.

- (b) The Town Commission may, but is not obligated to, provide for the date, time, and location for the public hearing to adopt the assessment roll for the fire protection special assessment within the initial assessment resolution.

Sec. 8-107. Public hearings.

- (a) Using the methodology adopted by the Town Commission pursuant to the initial assessment resolution, the Town shall hold a public hearing to adopt the fire protection assessment roll ~~for the first time between June 1 and September 15 2001~~ annually;
- (b) The Town Commission shall set the date, time, and location of the public hearing by resolution or by motion.
- (c) A public hearing shall not be required to adopt the annual assessment roll in ~~subsequent a~~ given years unless:

- (1) The fire protection assessment is increased beyond the maximum rate authorized by law or judicial decree at the time of the initial imposition;
- (2) The boundaries of the fire protection special assessment areas or the Town have changed, unless all newly affected property owners have provided written consent for such assessment to the local governing board;
- (3) A substantial change in the purpose for such assessment or in the use of the revenue generated by such assessment; or
- (4) Assessed property is reclassified or the apportionment method is changed, resulting in an increased special assessment.

Sec. 8-108. Preparation of assessment roll.

- (a) The Town shall prepare, or direct appropriate Town officials to prepare, the initial assessment roll, which shall include without limitation the following:

- (1) Summary description of all assessed property in the fire protection special assessment area ~~or areas~~ in which the fire protection special assessment is being levied, conforming to the description contained on the tax roll;
- (2) The record owner of the real property on which the fire protection assessment is levied; and

(3) The amount of the fire protection assessment to be imposed against each parcel of assessed property in the fire protection special assessment area ~~or areas~~ in which the fire protection special assessment is being levied.

(b) The initial assessment roll shall be retained by the Town Clerk and shall be open to inspection by the public. The initial assessment roll need not be in printed form unless the amount of the fire protection assessment for each parcel of property cannot be ascertained by use of a computer terminal available to the public.

Sec. 8-109. Notice requirements for public hearing.

(a) *Notice by mail.* At least 20 days prior to the public hearing, the Town shall notice the hearing by mail.

(1) Consistent with the uniform method, the Town may provide the mailed notice required by this section through the use of TRIM notices pursuant to F.S. § 200.069, as amended from time to time, provided the TRIM notice complies with requirements for mailed notice under section 197.3632(4)(b), Florida Statutes, of the uniform method.

(2) Should [the] Town elect to provide the notice by mail, separate from the annual TRIM notices or if such TRIM notice does not comply with the requirements of section 197.3632(4)(b), such notice shall be sent to each person owning property subject to the assessment via first-class United States mail, and shall include the following information:

* * *

(b) *Notice by publication.* At least 20 days prior to the public hearing, the Town shall notice the hearing by publication in a newspaper generally circulated within Broward County. The published notice shall contain at least the following information:

(1) Notice that the governing board of the Town is the Town Commission;

(2) The date, time, and location of the public hearing;

(3) A geographic depiction of the fire protection special assessment area ~~or areas~~ subject to the fire protection assessment;

* * *

SECTION 3. Codification. This Ordinance shall be codified in accordance with the

foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be

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changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

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

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

SECTION 6. Effective Date. This Ordinance shall become effective immediately upon passage on second reading.

Passed on the first reading, this ____ day of _____, 2023.

Passed on the second reading, this ____ day of _____, 2023.

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Malkoon	_____	_____
Commissioner Pouloupoulos	_____	_____
Commissioner Oldaker	_____	_____
Commissioner Strauss	_____	_____

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

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436 APPROVED AS TO FORM:

437

438 _____

439 Susan L. Trevarthen, Town Attorney