



**Town Commission
Jarvis Hall 4505 N. Ocean Drive**

Regular Town Commission

Regular Town Commission

Tuesday, December 14, 2021, 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 - Pastor Fred Powell

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. 2021 Christmas-By-The-Sea
[CoverPage.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

- 7.a. AMR November 2021 Report
[Agenda Cover.pdf](#)
[Ex.1 - AMR Times 11-2021.pdf](#)
- 7.b. BSO November 2021 Report
[Agenda Cover.pdf](#)
[Ex. 1 - November 2021.pdf](#)
- 7.c. VFD November 2021 Report
[AgendaCover.pdf](#)
[Ex.1 - VFD Nov. Report.pdf](#)

8. TOWN MANAGER REPORT

- 8.a. September Finance Report
[AgendaCover.pdf](#)
[Ex.1 Revenue Expenditure Report.pdf](#)
[Ex.2 CASH and INVESTMENT REPORT.pdf](#)
[Ex.3 Budget to Actual Unaudited Summary Report by Fund.pdf](#)
- 8.b. October Finance Report
[AgendaCover.pdf](#)
[Ex.1 Revenue Expenditure Report.pdf](#)
[Ex.2 Cash and Investment Report.pdf](#)
- 8.c. Town Manager Report
[12-14-21 AM Town Manager Report.pdf](#)
[Ex.1 - Commercial Boulevard Proposal.pdf](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. October 26, 2021 Town Commission Meeting Minutes
[Agenda Cover.pdf](#)
[102621 LBTS Commission 1st draft minutes.pdf](#)

- 10.b. October 27, 2021 Town Commission Roundtable Meeting Minutes
[102721 LBTS Roundtable 1st draft minutes.pdf](#)
- 10.c. November 9, 2021 Town Commission Meeting Minutes
[110921 LBTS Commission 1st draft minutes.pdf](#)

11. CONSENT AGENDA

- 11.a. Hardship Parking Permit for Blue Strawberry By The Sea
[AgendaCover.pdf](#)
[Ex.1 - Hardship Permit Application.pdf](#)
- 11.b. Dee Jay Beach Resort (4617 El Mar Drive) Second Request for Extension to Complete Construction
[AgendaCover.pdf](#)
[Exhibit 1- Sec. 30_137. ___Nonconforming_uses_and_structures.pdf](#)
[Exhibit 2-Engineer's Report.pdf](#)
[Exhibit 3- Demolition Permit.pdf](#)
[Exhibit 4- Extension Request.pdf](#)

12. OLD BUSINESS

13. NEW BUSINESS

- 13.a. Building Permit Fee Study
[AgendaCover.pdf](#)
[Ex1 Building Permit Fee Study August 2020.pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

- 16.a. Ordinance 2021-03 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING THE TOWN'S COMPREHENSIVE PLAN BY AMENDING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT; PROVIDING FOR TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND ALL OTHER UNITS OF LOCAL GOVERNMENT OR GOVERNMENTAL AGENCIES, AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE TOWN COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
[AgendaCover.pdf](#)
[Ex 1 Peril of Flood Statute.pdf](#)
[Ex 2 Minutes 2021-05-25 Commission.pdf](#)
[Ex 3 - Ordinance Amending Comp Plan -Coastal Management Element \(CME\) Peril Of Flood.pdf](#)
[Ex 4 Peril of Flood Supporting Documentation and Comments.pdf](#)
- 16.b. Ordinance 2021-13 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 2 "ADMINISTRATION," ARTICLE II "TOWN COMMISSION," SECTION 2-25 "CAMPAIGN FINANCE RESTRICTIONS" TO AMEND THE CAMPAIGN CONTRIBUTION LIMITS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.
[Agenda Cover.pdf](#)

[Ex.1 - Ordinance 2021-13 - Campaign Contribution.pdf](#)

[Ex.2 - SB 1890.pdf](#)

- 16.c. Ordinance 2021-14 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE I "IN GENERAL" TO ADJUST THE FEES ASSOCIATED WITH PARKING VIOLATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE

[Agenda Cover.pdf](#)

[Ex.1 - Ord 2021-14 - Parking Citation.pdf](#)

17. RESOLUTIONS - PUBLIC COMMENTS

- 17.a. Resolution 2021-72 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE SENATE BILL 280 AND HOUSE BILL 403; URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE SENATE BILL 620 AND HOUSE BILL 569; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.

[Agenda Cover.pdf](#)

[Ex 1 - Reso 2021-72 - SB 280 Opposition .pdf](#)

- 17.b. Resolution 2021-73 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE SOUTH FLORIDA ASSOCIATION OF ENVIRONMENTAL PROFESSIONALS TO USE THE TOWN'S BIOROCK STRUCTURES TO CREATE A NEARSHORE CORAL CULTIVATION NURSERY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

[AgendaCover.pdf](#)

[Ex.1 - 2021-73 - Biorock .pdf](#)

[Ex.2 - Florida Fish & Wildlife Permit.pdf](#)

[Ex.3 - U.S. Army Corps Permit.pdf](#)

[Ex.4 - Florida DEP Environmental Permit.pdf](#)

[Ex.5 - Town Commission Draft Minutes.pdf](#)

[Ex.6 - SFAEP Hold Harmless Agreement.pdf](#)

- 17.c. Resolution 2021-74 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A FEE SCHEDULE FOR PARKING CITATION FEES FOR PARKING VIOLATIONS AND EV/GOLF CART/MOTORCYCLE SPACES; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

[AgendaCover.pdf](#)

[Ex.1 - Reso 2021-74 - Parking Citation Fees.pdf](#)

- 17.d. Resolution 2021-75 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING LICENSE AGREEMENT WITH BENIHANA INC. FOR USE OF TOWN PROPERTY ALONG WEST TRADEWINDS AVENUE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[AgendaCover.pdf](#)

[EX 1 - Reso 2021-75.pdf](#)

[EX 2- Benihana License Agreement Resolution.pdf](#)

[EX 3- Benihana License Exhibits A&B.pdf](#)

[EX 4- Revised Technical Memorandum Benihana Highlights.pdf](#)

- 17.e. Resolution 2021-76 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF

LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH PROVINCIAL SOUTH INC. DBA PSI ROOFING, A LOCAL PARTNER OF RL NATIONAL ROOFING PARTNERS, LLC DBA NATIONAL ROOFING PARTNERS FOR ROOF REPAIR SERVICES FOR THE DEVELOPMENT SERVICES/JARVIS HALL/VFD AND PUBLIC WORKS BUILDING, UTILIZING THE OMNIA CONTRACT #180901-FL-028 PURSUANT TO SOLICITATION NO. 18-09; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR EFFECTIVE DATE.

[AgendaCover.pdf](#)

[EX 1- Reso 2021-76 PSI Roofing Agreement Phase II.pdf](#)

[EX 2- Dimensional Drawing Public Works.pdf](#)

[EX 3- Dimensional Drawing Dev Srvs Jarvis Hall VFD.pdf](#)

[EX 4-PSI Roofing Proposal Jarvis Hall Development Services VFD Station.pdf](#)

[EX 5- PSI Roofing Proposal Public Works Building.pdf](#)

[EX 6- Per Square Foot Repair Costs-Additional Work.pdf](#)

[EX 7- Authorized Vendor OMNIA.pdf](#)

[EX 8- Agreement PSI Phase II.pdf](#)

- 17.f. Resolution 2021-77 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH TYLER TECHNOLOGIES FOR PAYROLL, FINANCE, AND BUSINESS TAX RECEIPT SOFTWARE, UTILIZING THE SOURCEWELL CONTRACT #090320-TTI; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

[AgendaCover.pdf](#)

[Ex.1 Reso 2021-77 - Tyler Technologies.pdf](#)

[Ex.2 Tyler Technology-Migration to Incode 10 Sales Quotation.pdf](#)

[Ex.3 Tyler Technologies Product Data Sheets.pdf](#)

[Ex.4 Sourcewell-Tyler Tech Contract 090320.pdf](#)

[Ex.5 Tyler Technologies Contract.pdf](#)

- 17.g. Resolution 2021-78 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE LAUDERDALE-BY-THE-SEA CHAMBER OF COMMERCE, INC. FOR THE USE OF THE TOWN FACILITY LOCATED AT 4201 NORTH OCEAN DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

[Agenda Cover.pdf](#)

[Ex.1 - Reso 2021-78 - Chamber Agreement.pdf](#)

[Ex.2 - Chamber Contract .pdf](#)

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 INSURE 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.



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Debbie Hime, Special Event & Marketing Manager

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title: 2021 Christmas-By-The-Sea

Explanation: Debbie will give a brief presentation regarding 2021 Christmas-By-The-Sea



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Chief Brooke Liddle, AMR

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: AMR November 2021 Report

Recommendation: Accept/Approve

Attachments: Ex.1 – AMR November Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
11/4/2021	4300 BLK N Ocean Dr	10:30:55	10:31:01	10:31:05	00:00:10
11/27/2021	4600 BLK El Mar Dr	15:35:24	15:35:33	15:35:36	00:00:12
11/14/2021	4500 BLK Poinciana St	19:19:55	19:20:47	19:20:49	00:00:54
11/7/2021	1900 BLK E Terra Mar Dr	12:45:04	12:45:25	12:46:15	00:01:11
11/13/2021	4100 BLK N Ocean Dr	18:12:59	18:13:17	18:14:23	00:01:24
11/10/2021	2000 BLK S Ocean Blvd	19:39:36	19:40:00	19:41:05	00:01:29
11/11/2021	5200 BLK N Ocean Blvd	08:40:46	08:42:22	08:42:24	00:01:38
11/29/2021	5100 BLK N Ocean Blvd	08:01:20	08:02:57	08:03:01	00:01:41
11/16/2021	1400 BLK S Ocean Blvd	19:10:09	19:11:00	19:11:52	00:01:43
11/7/2021	6000 BLK N Ocean Blvd	11:52:31	11:52:38	11:54:32	00:02:01
11/11/2021	5200 BLK N Ocean Blvd	12:55:01	12:56:26	12:57:06	00:02:05
11/28/2021	4000 BLK N Ocean Dr	07:53:44	07:55:48	07:55:50	00:02:06
11/15/2021	5500 BLK N Ocean Dr	09:01:33	09:01:39	09:03:44	00:02:11
11/19/2021	Commercial Blvd / N Ocean Dr	20:13:18	20:14:37	20:15:30	00:02:12
11/15/2021	1800 BLK S Ocean Blvd	21:41:47	21:41:58	21:44:09	00:02:22
11/19/2021	100 BLK Commercial Blvd	17:46:27	17:47:28	17:48:58	00:02:31
11/15/2021	1400 BLK S Ocean Blvd	14:35:00	14:35:05	14:37:32	00:02:32
11/30/2021	4300 BLK N Ocean Dr	09:15:42	09:16:57	09:18:17	00:02:35
11/17/2021	1400 BLK S Ocean Blvd	19:18:15	19:18:29	19:20:56	00:02:41
11/27/2021	4100 BLK Bougainvillea Dr	15:56:37	15:57:57	15:59:20	00:02:43
11/20/2021	200 BLK Avalon Ave	13:26:12	13:26:44	13:28:57	00:02:45
11/9/2021	4500 BLK El Mar Dr	08:56:38	08:58:51	08:59:25	00:02:47
11/27/2021	4300 BLK El Mar Dr	09:20:38	09:22:12	09:23:25	00:02:47
11/6/2021	4600 BLK N Ocean Dr	18:11:38	18:11:46	18:14:26	00:02:48
11/3/2021	4200 BLK El Mar Dr	13:05:08	13:05:33	13:07:57	00:02:49
11/25/2021	Commercial Blvd / N Ocean Dr	21:19:10	21:20:47	21:22:02	00:02:52
11/16/2021	1700 BLK S Ocean Blvd	18:39:00	18:40:13	18:41:55	00:02:55
11/27/2021	1900 BLK S Ocean Blvd	06:37:44	06:40:34	06:40:39	00:02:55
11/26/2021	4600 BLK Bougainvillea Dr	23:59:00	00:00:04	00:01:56	00:02:56
11/28/2021	5400 BLK N Ocean Blvd	17:24:51	17:25:23	17:27:47	00:02:56
11/23/2021	4300 BLK Bougainvillea Dr	19:08:39	19:11:04	19:11:36	00:02:57
11/12/2021	4200 BLK El Mar Dr	09:04:01	09:06:49	09:07:01	00:03:00
11/7/2021	1600 BLK S Ocean Blvd	16:20:21	16:20:42	16:23:22	00:03:01
11/28/2021	2000 BLK S Ocean Blvd	20:48:01	20:49:13	20:51:02	00:03:01
11/20/2021	4500 BLK El Mar Dr	15:56:52	15:58:44	15:59:58	00:03:06
11/10/2021	5200 BLK N Ocean Blvd	05:09:23	05:10:07	05:12:37	00:03:14
11/29/2021	4600 BLK Bougainvillea Dr	16:07:13	16:10:31	16:10:32	00:03:19
11/5/2021	4500 BLK Bougainvillea Dr	06:57:31	06:59:29	07:00:54	00:03:23
11/27/2021	5400 BLK N Ocean Blvd	14:36:51	14:38:43	14:40:18	00:03:27
11/15/2021	4600 BLK N Ocean Dr	13:15:38	13:15:58	13:19:07	00:03:29
11/6/2021	1400 BLK S Ocean Dr	23:26:28	23:26:42	23:29:59	00:03:31
11/26/2021	2000 BLK S Ocean Blvd	21:35:04	21:35:32	21:38:37	00:03:33
11/20/2021	4000 BLK N Ocean Dr	01:10:53	01:12:15	01:14:29	00:03:36
11/20/2021	2000 BLK S Ocean Blvd	00:01:39	00:03:44	00:05:16	00:03:37
11/24/2021	1900 BLK E Terra Mar Dr	20:47:21	20:47:40	20:51:04	00:03:43
11/8/2021	Neptune Ave & Sea Grape Dr	18:25:37	18:29:18	18:29:20	00:03:43
11/23/2021	1700 BLK S Ocean Blvd	00:05:18	00:06:40	00:09:02	00:03:44
11/29/2021	4600 BLK El Mar Dr	00:16:17	00:18:05	00:20:04	00:03:47
11/25/2021	1800 BLK Bel-Air Ave	13:29:30	13:29:59	13:33:21	00:03:51
11/12/2021	4500 BLK Poinciana St	15:37:41	15:40:09	15:41:33	00:03:52
11/13/2021	100 BLK Commercial Blvd	17:34:19	17:36:29	17:38:12	00:03:53
11/16/2021	4700 BLK N Ocean Dr	17:16:22	17:24:08	17:20:22	00:04:00
11/13/2021	200 BLK Allenwood Dr	11:49:36	11:51:53	11:53:38	00:04:02
11/23/2021	1700 BLK S Ocean Blvd	04:57:24	04:58:51	05:01:32	00:04:08

11/21/2021	100 BLK Commercial Blvd	12:05:08	12:06:34	12:09:21	00:04:13
11/10/2021	200 BLK Commercial Blvd	12:27:40	12:28:20	12:31:55	00:04:15
11/22/2021	1500 BLK S Ocean Blvd	13:52:20	13:52:26	13:56:36	00:04:16
11/5/2021	1400 BLK S Ocean Blvd	15:05:02	15:05:16	15:09:28	00:04:26
11/23/2021	1400 BLK S Ocean Blvd	11:47:54	11:48:00	11:52:20	00:04:26
11/13/2021	1500 BLK S Ocean Blvd	05:45:12	05:46:26	05:49:54	00:04:42
11/15/2021	2000 BLK S Ocean Blvd	01:37:38	01:39:56	01:42:20	00:04:42
11/15/2021	1400 BLK S Ocean Blvd	11:21:30	11:21:45	11:26:21	00:04:51
11/14/2021	1800 BLK S Ocean Blvd	22:21:49	22:23:34	22:26:58	00:05:09
11/16/2021	4200 BLK El Mar Dr	22:34:41	22:37:05	22:39:52	00:05:11
11/3/2021	1400 BLK S Ocean Blvd	22:10:39	22:11:19	22:16:20	00:05:41
11/4/2021	4200 BLK El Mar Dr	09:40:17	09:45:58	09:46:00	00:05:43
11/30/2021	4200 BLK El Mar Dr	15:36:53	15:38:29	15:42:42	00:05:49
6 min or less = 100%		Average =			3:12:00



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Captain Thomas Palmer, BSO

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO November 2021 Report

Recommendation: Accept/Approve

Attachments: Ex.1 – BSO November Report



Date: December 7, 2021

To: Linda Connors
Town Manager

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

Subject: BSO Public Safety Report- November 2021

PERSONNEL CHANGES:

None.

EMPLOYEES OF THE MONTH: Detective Danny Mursell

On November 8, 2021 a complainant notified the Broward Sheriff's Office Lauderdale by the Sea District that while dining at a local restaurant, she inadvertently left her credit card at the establishment and was later notified that the credit card was utilized numerous times at local businesses. Video surveillance evidence was collected from several of the businesses which depicted a subject fraudulently utilizing the credit card.

Detective Danny Mursell was assigned the investigation into these fraudulent credit card transactions. Detective Mursell quickly identified the employee of the restaurant where the victim last utilized her credit card and learned that the suspect had previously waited on the victim. A criminal history quickly identified an outstanding warrant for this person's arrest. Detective Mursell also identified where this subject lived within the town and his father with whom he was living. The subject's father was found to have an extensive criminal history and booking photographs matched that of the surveillance photographs obtained from several of the businesses where the credit card transactions occurred.

On November 11, 2021, Detective Mursell located Subject, Michael Fernandez when he reported to work at the restaurant he was employed. Fernandez was arrested on his outstanding warrant and after questioning admitted to retaining the victim's credit card when he discovered she had left it and never turned it in to management.

Detective Mursell then proceeded to Fernandez's residence to locate his father who utilized the stolen credit card. Detective Mursell was able to coax Michael Fernandez Sr. from his residence by indicating his son had just been arrested and wanted to turn over his personal property to his father. Once Michael Fernandez Sr. exited his apartment, he was quickly arrested without

incident. Michael Fernandez Sr. was also found to be wearing the identical clothing he wore while fraudulently utilizing the victim's credit cards he had obtained from his son.

Due to Detective Mursell's excellent and expedient investigation, two criminals residing in Lauderdale by the Sea with extensive criminal histories were identified and quickly arrested. Detective Mursell's actions are the best example of his professionalism and dedication to protect the residents and businesses within the Town of Lauderdale by the Sea. Due to his actions, Detective Danny Mursell was awarded Deputy of the Month for November 2021.

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. **A Shred-A-Thon is scheduled to be in the Town of Lauderdale by the Sea on Saturday, January, 22, 2022 at Assumption Catholic Church (2001 S. Ocean Blvd, Lauderdale by the Sea).**
- **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 8.5 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 151.2 miles and 19.5 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. One (1) individual required mental health assistance and was Baker Acted. Six (6) individuals experiencing homelessness were contacted during the month. All six (6) of the individuals were criminally trespassed from commercial properties and refused free services offered by law enforcement.
- **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.
****PLEASE NOTE:** The e-Alert system is being phased out and will be replaced with the Sheriff's new BSO ALERTS. Users must register for the new ALERT system to receive notifications. Citizens can sign up by visiting the Sheriff's website www.sheriff.org and click on BSO ALERTS or I have provided a hyperlink below:
<https://member.everbridge.net/index/892807736729054#/login> **
- **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.

Veterans Day: The annual Veterans Day event was held in El Prado park. BSO Honor Guard conducted a rifle volley and the event was attended by Lieutenant Bill Wesolowski and Sergeant Brian Nicoletti (Air Force Veteran).

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2110-000337 ****UPDATE****

DATE/TIME: 10/13/2021 2000 hrs. - 10/14/2021 0530 hrs.

LOCATION: 4322 El Mar Drive

SUBJECT: Kevin Metayer B/M, 07/24/94

INCIDENT: Burglary Residence (**ALPR**)

SUMMARY: Between 10/13/2021 2000 hrs. & 10/14/2021 0530 hrs, person(s) gained entry into the victim's home via the 2nd floor balcony unlocked eastside French door. Once inside, cash was removed from the husband's wallet that was in his desk drawer (2nd floor) and cash was also removed from the wife's wallet located in the dining room area (2nd floor). Bare foot footprints were located on the floor leading from the French door to the areas where property was removed. Investigation is ongoing.

UPDATE: With investigative leads waning, Detective Genovese received information from the victim that while preparing for a trip he attempted to locate his Breitling watch and noticed it was missing. The victim provided the detective with the watch details including the serial number. Detective Genovese then searched the Pawn Brokers database and located the stolen watch in Hollywood. Through investigation and the use of the town's License Plate Reader system, Detective Genovese identified the suspect who had been arrested by Fort Lauderdale Police Department after our burglary for multiple residential burglaries in their jurisdiction and remained in the Broward County Jail. The subject was additionally charged with additional felony crimes and remains in custody as of the date of this report.

CASE: 13-2111-000011

DATE/TIME: 11/01/2021 @ 0847 hours

LOCATION: 4319 N Ocean Drive, LBS (Walgreens)

SUSPECT: w/m, late 30's yoa, LSW: Gray Jacket with hoodie, Black pants with backpack

INCIDENT: Retail Theft

SUMMARY: Above listed w/m entered the Walgreens and walked to the medication section. The manager recognized the subject from past thefts. As she approached him, he placed 1 (one) bottle of "Prevagen" hair growth in his backpack. He then exited the store w/o attempting to pay for the item. The reporting was delayed after the theft occurred. Investigation is ongoing.

CASE: 13-2111-000013
DATE/TIME: 11/01/2021 @ 0937 hours
LOCATION: Commercial Blvd/ Seagrape Drive, LBS
ARRESTEE: Wesley Dew, W/M, 11/07/87
CHARGES: 1. Possession of Heroin
2. Possession of Methamphetamine warrant in Orange County - No Bond

INCIDENT: Narcotics & warrant arrest

SUMMARY: Units were circulating reference an alert (BOLO) issued for a retail theft at Walgreens (13-2111-000011). Deputy Dubreuil observed the arrestee who matched the description, standing at the intersection. A background check through teletype revealed the arrestee had an extraditable warrant out of Orange County. The arrestee was taken into custody and during a search incident to arrest, inventory of his backpack produced Heroin and paraphernalia which field-tested positive. It was later confirmed that the arrestee was not the theft suspect at Walgreens. TOT Main Jail.

CASE: 13-2111-000018
DATE/TIME: 11/01/21 @ 1400 hours
LOCATION: El Prado Park 4500 El Mar Dr in LBTS, FL (on the beach)
INCIDENT: Baker Act

SUMMARY: Units were dispatched to a suspicious person who was seen and heard screaming at people near the Pines Ave beach portal. Upon arrival, units observed a shirtless / shoeless white male screaming at people while running south bound along the beach. Units later made contact with him on the beach near El Prado Park where he was engaged in a full conversation with himself. He identified himself and added he hasn't taken his anxiety medication in months and that he hears voices and it was determined that he was a threat to himself and others. The man was immediately Baker Acted and taken to Fort Lauderdale Behavior Center for a mental health evaluation.

CASE: 13-2111-000089
DATE/TIME: 11/04/21 @ 2350 hrs
LOCATION: 300 S. Ocean Dr, Pompano Beach, FL
SUSPECT(S): Thomas Yourawski, w/m 2/16/48
VEHICLE: 2019 white F-Type Jaguar convertible
INCIDENT: Misdemeanor Traffic & DUI Arrest
SUMMARY: Sgt. Nicoletti was standing outside of the BSO District office when, much to his surprise he observed a white vehicle traveling north on Ocean Drive with an excessive amount of smoke coming from the front tires of the vehicle...as both of the tires were completely flat. Due to traffic Sgt. Nicoletti had to follow a few vehicles behind until he could safely get behind the subject vehicle...which was swerving severely over the roadway at a top speed of about 15 mph. A traffic stop was eventually conducted in the parking lot of 300 S. Ocean Dr. Pompano Beach. The BSO DUI Task Force responded to the scene and the subject was arrested for DUI.

CASE: 13-2111-000117
DATE/TIME: 11/06/21 @ 1430 hrs
LOCATION: 238 Commercial Blvd
SUSPECT(S): W/M Tall Thin 30s blk t-shirt & blk shorts
INCIDENT: Bicycle Theft

SUMMARY: The victim said that his wife told him that a w/m suspect had just taken a bike from in front of the shop and fled east. When the victim went to his vehicle to go after him, he found damage to his vehicle. Victim then delayed making the report.

CASE: 13-2111-000137

DATE/TIME: 11/07/2021 @ 1325hrs

LOCATION: 4325 W. Trade Winds Ave

INCIDENT: Burglary Conveyance **UNLOCKED**

SUMMARY: Victim heard her Ring Camera alert motion in the front of the residence. No one approached the door so she checked her "live" camera and observed a B/M opening the door to her Porsche and her boyfriend's Mercedes. She ran outside as the suspect entered a small black SUV and fled across Commercial Blvd. A set of keys was stolen from within the Mercedes which included a key to the Mercedes and a key to the residence. Investigation ongoing.

CASE: 13-2111-000140

DATE/TIME: 11/07/2021 @ 1508hrs

LOCATION: 4319 N. Ocean Dr. (Walgreens)

INCIDENT: Petit Theft

SUSPECT: John T. Pritchard (W/M, 07/21/1993, South Carolina resident)

SUMMARY: While Det. Mursell was completing a Walgreens check he observed a W/M exit the store and remove 2 Red Bull energy drinks concealed in the front of his pants. Contact was made with the male and 3 of his acquaintances. The suspect admitted to stealing the items because he had no money on him. Walgreen's store manager signed a Theft Victim Affidavit and Pritchard was transported to the BSO Main Jail.

CASE: 13-2111-000141

DATE/TIME: 11/07/2021 @ 1645hrs

LOCATION: 4321 N. Ocean Dr. (Walgreens)

INCIDENT: Petit Theft

SUMMARY: An unknown W/M entered the Walgreen's Liquor Store and stole 12 bottles of Vodka (6 bottles Ketel One/6 bottles Belvedere). He exited the store without making any attempt to pay for the items, leaving on foot through the parking lot. It's unknown if he had a vehicle nearby. Suspect described as W/M approx. 40 yoa with short brown hair wearing black long sleeve shirt and black long pants carrying a green tote bag. Investigation is ongoing.

CASE: 13-2111-000163

DATE/TIME: 11/08/21 @ 1000 hours

LOCATION: 4400 El Mar Dr

SUSPECT(S): Michael Fernandez (H/M, 8/13/67, 4605 N. Ocean Dr. #15)
Michael Fernandez II (H/M, 3/28/90, 4605 N. Ocean Dr. #15)

INCIDENT: Theft and Fraud

SUMMARY: The victim forgot her credit card at a local restaurant after finishing breakfast and it was discovered that an array of charges from different businesses in LBTS, Sea Ranch Lakes and Fort Lauderdale were completed. Investigation revealed Fernandez (Son) is a server at the restaurant and stole the credit card. Fernandez (Father) then utilized the card for several fraudulent purchases. With assistance from the restaurant ownership, on 11/10/2021 the Son was arrested and terminated (Petit Theft & Misd. Theft Warrant) and the Father was arrested at 4605 N. Ocean Dr. #15 (Fraudulent use of CC x4 & Felony VOP).

CASE: 13-2111-000331
DATE/TIME: 11/13/21 @ 0014hrs
LOCATION: 4404 El Mar Dr
INCIDENT: Disorderly Intox/Trespass Arrest
SUSPECT: Crook, Karen, W/F 8/16/60

SUMMARY: The suspect had excessively consumed alcoholic beverages and began to make rude comments and even ruder gestures to the bar patrons and staff. BSO was called and the subject continued to cause a disturbance and refused to leave the establishment after being directed to by the business management. The suspect was arrested and transported to the BSO Main Jail.

CASE: 13-2111-000397
DATE/TIME: Monday November 15, 2021 @1530 hours
LOCATION: 4319 N Ocean Blvd in LBTS FoodMart
SUSPECT: Michael Anthony Sanzone W/M 10-18-86
INCIDENT: Retail Theft / Narcotics

SUMMARY: BSO deputies were dispatched to a retail theft that just occurred. Units were in the area and stopped a suspect that matched the description provided. After the suspect was identified by video, Post Miranda he admitted to having items in his bag belonging to Walgreens and gave deputies permission to get them. Sanzone was placed into custody for retail theft, and a search incident to arrest revealed a small zipper bag with 6 capsules of suspected heroin, 2 Alprazolam bars, a small bag of marijuana (1 Gram). Located in his pocket was a glass crack cocaine pipe, with residue that tested positive for cocaine. TOT Jail

CASE: 13-2111-000452 (Dep Kratz)
DATE/TIME: 11/17/21 @ 0949 hrs
LOCATION: 200 block Commercial Blvd
SUSPECT: Neisha Valentin W/F 7/19/1991
VEHICLE: 2015 Nissan 4 Door

INCIDENT: Speeding/Possession of Cannabis/Paraphernalia
SUMMARY: While conducting radar speed enforcement in the westbound 200 block of Commercial Blvd, Dep. Kratz stopped the driver for 43/30 mph violation. As he approached the vehicle, he detected a strong odor of unburned cannabis and informed driver Valentin of it. She then produced a black canvas bag containing approx. 7 grams of cannabis and several items of paraphernalia. Valentin qualified for and was issued a Civil Citation and a citation for speed. Valentin was released on scene and the contraband transported to the BSO Lab.

CASE: 13-2111-000630
DATE/TIME: 11/23/21 @1424 hours
LOCATION: 4320 El Mar Dr
INCIDENT: Theft

SUMMARY: The victim advised that he arrived at the beach and placed his bookbag on his chair then went into the ocean for a swim. Approximately 45 minutes later he returned to his chair and realized his book bag was missing. A witness told him she saw a juvenile (10-12yoa) walk away with the bag. The victim located his book bag in some shrubs not far from where his chair was missing \$150 cash, 2 debit cards and his driver's license. The witness left the area prior to the deputy's arrival.

CASE: 13-2111-000671
DATE/TIME: 11/24/21 @ 2048 hrs.
LOCATION: 276 Commercial Blvd
SUSPECT(S): Unk
VEHICLE: Black Nissan Altima
INCIDENT: Grand Theft

SUMMARY: Victim left an Apple shopping bag, containing two Brand New iPhones inside of it, at a chair inside the restaurant. An unknown B/F subject was captured on surveillance arriving in a black Nissan Altima. The unknown B/F picked up the bag and left the restaurant on foot. One of the valet parking attendants observed the subject go back to a black Nissan and remove a drink out of the vehicle before she left on foot. Investigation is ongoing.

CASE: 13-2111-000506
DATE/TIME: 11/29/21 @ 1500 hrs
LOCATION: 4319 N Ocean Dr
VICTIM: Walgreens Liquors
ARRESTEE: Roderick Thomas B/M 09/02/1975
INCIDENT: Felony Petit Theft

SUMMARY: Bravo shift deputies and detectives responded to a theft which had just occurred from the Walgreens Liquor store. During the area search, Dep Koos broadcast a very specific description of the suspect, who apparently had concealed himself to the rear of the Dolphin Harbor Motel, at 4245 N Ocean Dr. After marked units passed, district detectives drove to the rear of the motel in an unmarked vehicle and observed Roderick Thomas loitering next to a large bag. Thomas was detained and positively identified. Examination of the bag revealed it contained numerous bottles of champagne, gin, cognac, and 1 collapsible umbrella. Thomas was transported to the LBTS offices for processing, where a teletype check revealed **46** prior arrests with a total of 16 felony and 9 misdemeanor convictions. The suspect is currently on pre-trial release for Felony Petit Theft and was charged accordingly. The arrestee was transported to the BSO Main Jail.

CASE: 13-2111-000856
DATE/TIME: 11/30/21 between 12p-10p
LOCATION: 18 Commercial Blvd (Rear Parking area)
INCIDENT: Burglary Conveyance (Delayed-**UNLOCKED**)

SUMMARY: The victim advised that an unknown suspect entered his unlocked vehicle and removed an Apple iPhone 8 (not working properly), four (4) lottery tickets and a set of headphones. The iPhone's last geo location was tracked to 2507 NW 14th Court, Fort Lauderdale. BSO Central Broward Deputies responded to the location, made contact with the residents, and were unable to locate the iPhone. The victim later advised he not want to prosecute if the suspects were identified.

MONTHLY ARREST LOGS:

M	Burglary-Occupied Dwelling/False Ownership to Pawnbroker	4322	El Mar Dr
F	Disorderly Intoxication/Trespass After Warning	4404	El Mar Dr
M	Possession of Controlled Substance/Narcotics		Commercial Blvd/Seagrape Dr
M	DUI Alcohol or Drugs 1st Offense	4513	N Ocean Dr
M	Fraud-Illegal Use of Credit Cards	4404	El Mar Dr
M	Larceny-Petty Theft 2nd Degree 1st Offense	4319	N Ocean Dr
M	Larceny-Petty Theft 2nd Degree 1st Offense	4404	El Mar Dr
M	Larceny-Petty Theft 2nd Degree 1st Offense	4319	N Ocean Dr
M	Larceny-Petty Theft 2nd Degree 3rd or Subsequent Offense	4319	N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2020 YTD	2021 YTD
AUTO THEFT	0	1	9	9
BURGLARY-BUSINESS	0	0	0	4
BURGLARY-CONVEYANCE	2	2	7	18
BURGLARY-RESIDENCE	0	2	10	8
BURGLARY-STRUCTURE	0	0	1	0
FORCIBLE SEX	0	0	1	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	3	2
HOMICIDE	0	0	0	0
ROBBERY	0	0	3	2
THEFT-GRAND	1	3	16	8
THEFT-PETIT	8	2	45	40
TOTALS	11	10	96	91

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	34
COP Hours Worked - Month	46
COP Patrol Miles - Month	110
COP Hours Worked - YTD	675
COP Patrol Miles - YTD	1104

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	26

COP Beach Patrol Hours – Month	16.5
COP Beach Patrol Hours - YTD	202.50

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	2021 YTD
Reserve Deputy - Days Worked	5	63
Reserve Deputy - Hours Worked	43	522

MONTHLY STAFFING AND STATISTICAL REPORT:

The November 2021 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity November 2021

Reports/Calls	
Miscellaneous Service	
Event Reports	29
Accidents	11
Calls for Service	856

Traffic	
Types of Citation	
Non-Moving / Moving Citation	37
Parking	0
Warnings	132
Total Citations	169

Arrests	
Type of Arrest	
Felony	1
Misdemeanor	8
NTA	0
Warrant	0
DUI	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	0
Total Arrests	9

Time Worked	
Hours Worked	
Bike Patrol	8.5
Court Overtime	3
Training	21
Detached	65
Other Overtime	42
Days Worked	30

General	
FI	14
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative	
ATV/UTV: 151.2 Miles / 19.5 Hours Reserve Deputies worked 5 shifts (43 hrs)	



**MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT
November 30, 2021**

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	4	4	
Deputy Sheriff	19	19	
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	28	28	0

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Detective Glen Genovese	13738	QRF	Adjunct Training	20
Sergeant Craig Bachan	7892	HR	Oral Board Interview	8
Deputy Jeffrey Bickel	15551	District 7	Turkey Trot Event	3
Detective Danny Mursell	15333	District 11	Ely High School Parade	4
Deputy Pedro Almodovar	18848	Hollywood PD	LOD Funeral	12
Sergeant Brian Nicoletti	13550	QRF	Adjunct Training	18
TOTAL				65



BROWARD SHERIFF'S OFFICE LAUDERDALE BY THE SEA 3RD QUARTER 2021 CFS



24

DISTRICT TOTALS	JUL	AUG	SEPT	TOTAL
CALLS FOR SERVICE	778	781	915	2474

TOP CALLS FOR SERVICE	
68-POLICE SERVICE CALL	1104
73-TRAFFIC/PARKING COMPLAINT	244
10-50 TRAFFIC STOP	231
14-INFORMATION	123
22-DISTURBANCE/NUISANCE	94

JULY 2021 CALLS FOR SERVICE	
68-POLICE SERVICE CALL	330
73-TRAFFIC/PARKING COMPLAINT	65
10-50 TRAFFIC STOP	60
22-DISTURBANCE/NUISANCE	42
76-AOA (ASSIST OTHER AGENCY)	35

AUGUST 2021 CALLS FOR SERVICE	
68-POLICE SERVICE CALL	366
73-TRAFFIC/PARKING COMPLAINT	74
10-50 TRAFFIC STOP	51
14-INFORMATION	44
911 HANG UP/DROP OFF	34

SEPTEMBER 2021 CALLS FOR SERVICE	
68-POLICE SERVICE CALL	408
10-50 TRAFFIC STOP	120
73-TRAFFIC/PARKING COMPLAINT	105
14-INFORMATION	44
22-DISTURBANCE/NUISANCE	27



BROWARD SHERIFF'S OFFICE

LAUDERDALE BY THE SEA

3RD QUARTER 2021 CFS



JULY 2021 CALLS FOR SERVICE

68-POLICE SERVICE CALL	330
73-TRAFFIC/PARKING COMPLAINT	65
10-50 TRAFFIC STOP	60
22-DISTURBANCE/NUISANCE	42
76-AOA (ASSIST OTHER AGENCY)	35
14-INFORMATION	35
13I-SUSPICIOUS INCIDENT/PACKAGE	32
911 HANG UP/DROP OFF	30
13P-SUSPICIOUS PERSON	13
49A-AUDIBLE/INTRUSION ALARM	13
22N-DISTURBANCE-NOISE COMPLAINT	12
04-ACCIDENT-MINOR	12
72-LOST/FOUND PROPERTY	11
66-CIVIL MATTER/CUSTODY ISSUE	7
51-TRESPASSING	7
12-RECKLESS DRIVER	5
31-ASSAULT	5
04I-ACCIDENT WITH INJURIES	5
07-DEAD PERSON	4
67PO-MEDICAL-UNCONSCIOUS/FAINTING	4
26OW-OPEN WATER DROWNING	4
13V-SUSPICIOUS VEHICLE	3
16C-CHILD/ELDERLY ABUSE CPIS/DCF	3
77-CODE ENFORCEMENT	3
30-LARCENY	3

38-DOMESTIC DISTURBANCE	3
20-MENTALLY ILL PERSON	2
69-ANIMAL SERVICE CALL	2
79-HARASSMENT/STALKING/THREAT	2
74-RECALL	2
10-STOLEN VEHICLE	2
38V-DOMESTIC DISTURBANCE VERBAL	2
17-CONTACT	1
03-HIT & RUN	1
RESIDENTIAL FIRE ALARM	1
10R-STOLEN VEHICLE RECOVERED	1
43-LEWD-LASCIVIOUS ACTS	1
67FI-MEDICAL-FALL INJURY	1
53-EMBEZZLEMENT-FRAUD	1
67HP-MEDICAL-HEART PROBLEMS	1
70AA-ANIMAL ABUSE	1
21R-BREAKING & ENTERING (BURGLARY) RESIDENTIAL	1
41AR-ROBBERY-ARMED	1
67SP-MEDICAL-SICK PERSON	1
48-OPEN DOOR	1
67SZ-MEDICAL-SEIZURE	1
26-DROWNING	1
67UM-MEDICAL-UNKNOWN MEDICAL	1
LICENSE PLATE READER HIT	1
21V-BREAKING & ENTERING (BURGLARY) VEHICLE/VESSEL	1
57-NARCOTICS	1
08E-MISSING PERSON (ENDANGERED)	1
TOTAL	778



BROWARD SHERIFF'S OFFICE

LAUDERDALE BY THE SEA

3RD QUARTER 2021 CFS



26

AUGUST 2021 CALLS FOR SERVICE

68-POLICE SERVICE CALL	366
73-TRAFFIC/PARKING COMPLAINT	74
10-50 TRAFFIC STOP	51
14-INFORMATION	44
911 HANG UP/DROP OFF	34
22-DISTURBANCE/NUISANCE	25
13I-SUSPICIOUS INCIDENT/PACKAGE	22
76-AOA (ASSIST OTHER AGENCY)	22
13P-SUSPICIOUS PERSON	18
49A-AUDIBLE/INTRUSION ALARM	16
51-TRESPASSING	14
22N-DISTURBANCE-NOISE COMPLAINT	13
04-ACCIDENT-MINOR	9
30-LARCENY	7
72-LOST/FOUND PROPERTY	7
66-CIVIL MATTER/CUSTODY ISSUE	6
20-MENTALLY ILL PERSON	5
04I-ACCIDENT WITH INJURIES	5
03-HIT & RUN	4
36-FIGHT	4
13V-SUSPICIOUS VEHICLE	3
38V-DOMESTIC DISTURBANCE VERBAL	3
69-ANIMAL SERVICE CALL	2

11-ABANDONED VEHICLE	2
74-RECALL	2
21R-BREAKING & ENTERING (BURGLARY) RESIDENTIAL	2
LICENSE PLATE READER HIT	2
79-HARASSMENT/STALKING/THREAT	1
48-OPEN DOOR	1
21U-BREAKING & ENTERING (BURGLARY) UNKNOWN	1
09-STOLEN TAG	1
49F-FIRE ALARM	1
18-FELONY WARRANT	1
67UM-MEDICAL-UNKNOWN MEDICAL	1
67DB-MEDICAL-DIABETIC	1
33-SHOOTING	1
25HR-HEAVY OR TECHNICAL RESCUE	1
19-MISDEMEANOR WARRANT	1
MULTI-FAMILY FIRE ALARM	1
25EV-ELEVATOR RESCUE	1
67SP-MEDICAL-SICK PERSON	1
49SH-SILENT HOLD-UP ALARM	1
67SZ-MEDICAL-SEIZURE	1
67OB-MEDICAL-OBSTETRICAL/PREGNANCY/CHILDBIRTH/MISCARRIA	1
12-RECKLESS DRIVER	1
67PO-MEDICAL-UNCONSCIOUS/FAINTING	1
TOTAL	781



BROWARD SHERIFF'S OFFICE

LAUDERDALE BY THE SEA

3RD QUARTER 2021 CFS



SEPTEMBER 2021 CALLS FOR SERVICE

68-POLICE SERVICE CALL	408
10-50 TRAFFIC STOP	120
73-TRAFFIC/PARKING COMPLAINT	105
14-INFORMATION	44
22-DISTURBANCE/NUISANCE	27
911 HANG UP/DROP OFF	27
76-AOA (ASSIST OTHER AGENCY)	26
49A-AUDIBLE/INTRUSION ALARM	25
13P-SUSPICIOUS PERSON	20
13I-SUSPICIOUS INCIDENT/PACKAGE	17
22N-DISTURBANCE-NOISE COMPLAINT	11
13V-SUSPICIOUS VEHICLE	8
51-TRESPASSING	8
03-HIT & RUN	6
20-MENTALLY ILL PERSON	5
04-ACCIDENT-MINOR	5
53-EMBEZZLEMENT-FRAUD	5
04I-ACCIDENT WITH INJURIES	4
12-RECKLESS DRIVER	4
72-LOST/FOUND PROPERTY	3
25EV-ELEVATOR RESCUE	2
31-ASSAULT	2
66-CIVIL MATTER/CUSTODY ISSUE	2
79-HARASSMENT/STALKING/THREAT	2
67PO-MEDICAL-UNCONSCIOUS/FAINTING	2

30-LARCENY	2
38-DOMESTIC DISTURBANCE	2
26OW-OPEN WATER DROWNING	1
40-VANDALISM/MALICIOUS MISCHIEF	1
77-CODE ENFORCEMENT	1
43-LEWD-LASCIVIOUS ACTS	1
67SP-MEDICAL-SICK PERSON	1
44-BOAT MARINE ACCIDENT	1
11-ABANDONED VEHICLE	1
48-OPEN DOOR	1
39-DISTURBANCE NEIGHBOR	1
21C-BREAKING & ENTERING (BURGLARY) COMMERCIAL	1
16-CHILD/ELDERLY ABUSE/ABANDONMENT/NEGLECT	1
49V-VEHICLE ALARM	1
67SZ-MEDICAL-SEIZURE	1
08R-MISSING PERSON (RECOVERED)	1
18-FELONY WARRANT	1
07-DEAD PERSON	1
01-DRUNK DRIVER	1
25EH-ELECTRICAL/UTILITY FIRE	1
38V-DOMESTIC DISTURBANCE VERBAL	1
67AR-MEDICAL-ALLERGIC REACTION	1
HIGH RISE FIRE ALARM	1
67HP-MEDICAL-HEART PROBLEMS	1
67IJ-MEDICAL-INJURY	1
TOTAL	915



LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS (2 Mile Radius) – NOVEMBER, 2021



**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 SCHMEHL

05/26/1974

4141 Bayview Dr.

Ft. Lauderdale, FL 33308

**SEX OFFENSE, OTHER
STATE (SEXUAL
ASSAULT)**

**(GUILTY/CONVICTED
– 08/26/1998)**

Bucks, PA



ANGEL MAURY

01/22/1966

4011 N Ocean Blvd. #214

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) – NOVEMBER, 2021



**DAVID RAPHAEL
ROSENRAUCH**

07/26/1971

3100 NE 46th ST.
Fort Lauderdale, FL 33308

PROV.OBSCENE
MAT.MINOR; F.S. 847.0133
(PRINCIPAL)

SEXUAL PERFORMANCE BY
A CHILD(POSSESS PHOTO OR
PICTURE); F.S. 827.071(4)
(PRINCIPAL)

PRODUCE, DIRECT,
PROMOTE SEXUAL
PERFORM. BY CHILD; F.S.
827.071(3) (PRINCIPAL IN
ATTEMPT)

ADJUDICATION WITHHELD
11/12/1996

Lake, FL

**NO
IMAGE**

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



JAMES ORLIN CLARKE

05/14/1980

4011 N Ocean Blvd. #105
Fort Lauderdale, FL 33308

Ocean Reef Hotel

SEX OFFENSE, OTHER
STATE (3RD DEGREE
CRIMINAL SEXUAL
CONDUCT-PERSON 13 TO
15)

(GUILTY/CONVICTED –
11/09/1999)

Macomb, MI



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Chief Judson Hopping, VFD

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: VFD November 2021 Report

Recommendation: Accept/Approve

Attachments: Ex.1 – VFD November 2021 Report



Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of November 2021, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were 8 annual fire inspections for high-rise building; no re-inspections or complaints.

Responses:

The Volunteer Fire Department responded to 43 fire rescue calls within the limits of our contract.

- Of the 43 emergency fire calls dispatched, there were 22 fire alarms/1 resident fire, 6 accident w/injuries, 2 elevator rescues, 2 open water drownings, 1 utility/electrical, 1 hazardous condition, and 8 "other" fires.
- There were 71 emergency medical 911 calls for November 2021. The department was dispatched to 5 of those calls, of which, 1 was canceled and 4 - E12 assisted M12/212.

Training:

The Volunteer Fire Department had 9 Regular in-town, and 27 Associate out-of-town members for a total of 36 active members.

For the month of November, there were 9 fire drills, 2 D/E classes, 8 fire inspections, 2 specialty classes, and 2 car seat installations.

- 252 Hrs - Fire drills, orientation,
- 36 Hrs - In-house Driver/Engineer classes
- 66.5 Hrs - Annual High-Rise Fire Inspections
- 52 Hrs - Elevator Safety Awareness class
- 2 Hrs - Public Awareness; Car Seat Installation

A total of 408.5+ hours were spent in the month of November on training.

In closing, the Volunteer Fire Department will continue to improve and increase its members training, as required by ISO and established state training curriculums. We continue to recruit new members through the fire academies, our website, and local town events.

Respectfully,


Judson Hopping,
Fire Chief



Town of Lauderdale-By-The-Sea Fire Department Monthly Report November 2021

	Regular In - Town	Associate Out of Town
Active Member	9	27
Fire 1 non-certified	1	2
Fire 1 Certified	1	1
Fire II Certified	7	19
CPR/1 st Responder	5	11
EMT-B (FL)	2	10
Paramedic (FL)	2	6

Emergency 911 Calls

Fire/Rescue	43
Total Medical 911 calls	71
Medical calls V.F.D. Not Dispatched	66
Medical calls V.F.D. Dispatched	5
Medical calls Canceled by COD/M12	4
Medical calls V.F.D. provided care/assisted	1

Training

408.5+ Total Hrs.

Firefighter & Ocean rescue training/drills	252 Hrs
In-house Driver/Engineer class	36 Hrs
Elevator Safety Awareness class	52 Hrs
Annual High-Rise Fire Inspections	66.5 Hrs
Public Awareness; Car Seat Installation	2 Hrs

Station Hours

Firefighter Station Watch	1,652.75+ Hrs
Ocean Rescue patrol	122.5+ Hrs
Chief on Duty/Command *daylight savings +1hr	721 Hrs

2,497.25+ Total Hrs.

LBTS Volunteer Fire Department - November 2021, Active Roster

Last Name	First Name	LBTS FF No.	Membership	*Town Resident	Rank	Fire Certifications	EMS Certification	MTD Calls	YTD Calls
Acevedo	Manuel	189639	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	3
Agostinone	Valentina	188744	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	7
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	11	16
Benrubi	Aaron	173349	Associate Member		Driver Engineer	Firefighter II	Paramedic (FL)	7	9
Bias	Jonathan	81298	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	9	13
Bosco	Michael	171605	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	8
Cabrera	Ricardo	177336	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	1	3
Carlton	Ryan	186384	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	8	17
Cosenza	Vincent	169533	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	8
Cowles	James	186248	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	26	45
DeZayas	Mauricio	186553	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	0
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	8	10
Fixman	Daniella	190965	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	4
Frew	Jake	182810	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	5
Frew	Maria	174735	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	4
Hernandez	Rosa	190618	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	5
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E - Officer I	EMT-B (FL)	9	18
Horan	Sean	177190	Regular Member		Trainee	Trainee	CPR for healthcare provider	7	15
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	15	26
Ledezma, Jr.	Fabian	179295	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	8
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer II	CPR for healthcare provider	39	69
Maggard	Dylan	165765	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	8
Mangin	Andrew	735	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	5	9
Nemia	John	190426	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	9	17
Nunez	Christopher	191886	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	5
Obregon	Chelsea	192558	Associate Member		Trainee	Trainee	CPR for healthcare provider	0	0
Paine	Kyle	173	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	3	3
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer II	Paramedic (FL)	23	44
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	16	16
Piper	Kyle	184815	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	9
Ritchey	Dylan	160895	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	2
Ruiz	Rodrigo	174946	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	9
Samler, Jr.	Thomas	187730	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	17
Silverstone	James	025	Regular Member	*	Driver Engineer	Firefighter II	CPR for healthcare provider	10	17
Stewart	Theodore	190140	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	11
Warden	Stephanie		Associate Member		Trainee	Trainee	CPR for healthcare provider	0	0

Monthly Activity Report - November 2021					
Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
01-Nov-21	4546 Bougainvillea Drive	Residential fire	1:04:00 PM	1:30:00 PM	6
04-Nov-21	4228 El Mar Drive	Other fire - suspicious Incident	9:36:00 AM	9:54:00 AM	5
04-Nov-21	1460 South Ocean Blvd.	Elevator rescue	9:54:00 AM	10:55:00 AM	5
04-Nov-21	268 Hibiscus Avenue	Fire alarm	12:39:00 PM	12:48:00 PM	5
05-Nov-21	234 Hibiscus Avenue	Fire alarm	12:26:00 PM	1:05:00 PM	6
06-Nov-21	ICW SE 15th Street	Open water drowning - wrong zone	7:09:00 AM	7:13:00 AM	6
08-Nov-21	4050 North Ocean Blvd.	Fire alarm	1:37:00 AM	1:54:00 AM	5
08-Nov-21	4050 North Ocean Drive	Fire alarm	12:30:00 PM	11:53:00 AM	6
09-Nov-21	5200 North Ocean Blvd.,	Fire alarm	8:26:00 AM	8:37:00 AM	5
09-Nov-21	1501 South Ocean Blvd.,	Fire alarm	10:44:00 PM	10:57:00 PM	6
10-Nov-21	Commercial Blvd.	Other fire - unknowm odor	7:11:00 PM	7:20:00 PM	6
10-Nov-21	2000 South Ocean Blvd.,	Accident w/injuries	7:36:00 PM	8:13:00 PM	6
11-Nov-21	4220 El Mar Drive	Fire alarm	1:24:00 PM	1:40:00 PM	6
11-Nov-21	Ocean & Palm	Other fire - storm drain lid off	5:25:00 PM	5:42:00 PM	5
13-Nov-21	224 Hibiscus Avenue	Fire alarm	10:01:00 AM	10:21:00 AM	7
13-Nov-21	288 Allenwood	Vehicle accident w/ hydrant	11:49:00 AM	12:50:00 PM	7
13-Nov-21	2 Commercial Blvd.	Open water drowning - possible divers in water unfounded	5:34:00 PM	5:43:00 PM	6
14-Nov-21	5100 North Ocean Drive	Other fire - welfare check	2:41:00 PM	2:54:00 PM	5
15-Nov-21	1431 South Ocean Blvd.	Accident w/injuries	11:22:00 AM	11:45:00 AM	6
16-Nov-21	1800 South Ocean Blvd.	Hazard conditions	11:34:00 AM	12:30:00 PM	7
18-Nov-21	4431 W. Tradewinds Ave	Fire alarm	12:08:00 PM	12:23:00 PM	4
18-Nov-21	3900 North Ocean Drive	Elevator rescue	4:34:00 PM	4:55:00 PM	5
19-Nov-21	276 Codrington Ave	Fire alarm	4:45:00 PM	4:55:00 PM	7
19-Nov-21	Commercial & N. Ocean	Vehicle accident	8:13:00 PM	8:22:00 PM	7
20-Nov-21	4225 El Mar Drive	Fire alarm	10:39:00 AM	10:55:00 AM	10
20-Nov-21	4225 El Mar Drive	Fire alarm	9:08:00 PM	9:26:00 PM	6
21-Nov-21	4225 El Mar Drive	Fire alarm	3:53:00 AM	4:13:00 AM	5
22-Nov-21	1541 South Ocean Blvd.	Electrical utility fire	1:48:00 PM	2:57:00 PM	6
22-Nov-21	3900 North Ocean Drive	Fire alarm	8:25:00 PM	8:59:00 PM	9
23-Nov-21	1770 South Ocean Blvd.	Other fire - forcible entry	12:04:00 AM	12:22:00 AM	4
23-Nov-21	1770 South Ocean Blvd.	Other fire - forcible entry	4:51:00 AM	5:09:00 AM	4
23-Nov-21	5200 North Ocean Blvd.	Fire alarm	2:35:00 PM	2:48:00 PM	6
24-Nov-21	4320 El Mar Drive	Fire alarm	11:02:00 AM	11:23:00 AM	8
25-Nov-21	5450 North Ocean Drive	Other fire - svc call	1:32:00 AM	2:06:00 AM	5
25-Nov-21	2051 Coral Reef	Fire alarm	1:47:00 PM	2:50:00 PM	3
25-Nov-21	Commercial/Ocean	Accident w/injuries	9:18:00 PM	9:32:00 PM	3
26-Nov-21	1800 South Ocean Blvd.	Fire alarm	7:09:00 PM	7:38:00 PM	5
27-Nov-21	4616 El Mar Drive	Other fire - assisted pt off beach injured leg	3:25:00 PM	4:11:00 PM	4
28-Nov-21	5400 North Ocean Blvd.	Accident w/injuries	5:23:00 PM	5:57:00 PM	4
29-Nov-21	3900 North Ocean Blvd	Fire alarm	2:53:00 PM	3:12:00 PM	8
30-Nov-21	E. Terra Mar/Fiesta Way	Fire alarm	11:35:00 AM	12:33:00 PM	6
30-Nov-21	4225 El Mar Drive	Fire alarm	3:36:00 PM	4:33:00 PM	6
30-Nov-21	1500 South Ocean Blvd.	Fire alarm	6:10:00 PM	6:30:00 PM	6
			Total Calls	43	

Date	First Responder	Event Description	Start Time	End Time	No. of FF
13-Nov-21	1501 South Ocean Blvd.	medical, E12 canceled by M12	5:50:00 AM	5:53:00 AM	4
15-Nov-21	1800 South Ocean Blvd.,	medical, E12 assisted M12	9:40:00 PM	10:51:00 PM	6
16-Nov-21	1440 South Ocean Blvd.,	medical, E12 assisted M12	7:08:00 PM	7:31:00 PM	7
19-Nov-21	219 Imperial Lane	medical, EE12 assisted M12	6:27:00 PM	6:59:00 PM	8
27-Nov-21	El Mar/Washingtonian	medical, OR212 assisted M12	1:00:00 PM		3
			Total Calls	5	

34

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
01-Nov-21	Station 12	New class; RIT, search n rescue	6:00:00 PM	10:00:00 PM	11
02-Nov-21	5000 North Ocean Drive	Pre-planning fire inspection @Sea Ranch	10:00:00 AM	12:30:00 PM	4
03-Nov-21	Station 12	Pre-planning fire inspection @Sea Ranch B	10:00:00 AM	12:30:00 PM	4
04-Nov-21	Station 12	New hire P.O. training; 5" hydrant hookup, cross lays 1 3/4, 2 1/2 blitz fire hook	6:00:00 PM	10:00:00 PM	13
06-Nov-21	Station 12	New hires P.O. training; ropes, knots, ladders, tools, truck equip & highrise pack	8:00:00 AM	12:00:00 PM	10
06-Nov-21	Station 12	New hires P.O. training; ropes, knots, ladders, tools, truck equip & highrise pack	1:00:00 PM	4:00:00 PM	10
09-Nov-21	1750 South Ocean Blvd.	Pre-planning fire inspection @Jade Beach East	10:00:00 AM	11:30:00 AM	4
10-Nov-21	Station 12	Power tools/hand tools, chain saws & K12 svc & operations	6:00:00 PM	10:00:00 PM	4
10-Nov-21	Station 12	Pre-planning fire inspection @SeaWatch Restaurant	10:00:00 AM	11:00:00 AM	5
16-Nov-21	Station 12	Zone familiarization	6:00:00 PM	10:00:00 PM	4
16-Nov-21	1800 South Ocean Blvd.	Pre-planning fire inspection @Hampton Beach Club	10:00:00 AM	12:30:00 PM	6
16-Nov-21	Station 12	In-house D/E training by instructor Chief Caldero	6:00:00 PM	10:00:00 PM	5
17-Nov-21	1770 South Ocean Blvd.,	Pre-planning fire inspection @Ocean Sound Condo	10:30:00 AM	12:00:00 PM	4
18-Nov-21	Station 12	First due engine fire attack & extraction videos Elevator lecture cancelled - last minute Instructor ill	6:00:00 PM	10:00:00 PM	7
18-Nov-21	4636 El Mar Drive	Pre-planning fire inspection @The Residence Condo	10:00:00 AM	11:30:00 AM	3
20-Nov-21	Station 12	Elevator Safety Awareness lecture instructed by Richard Avalone	8:00:00 AM	12:00:00 PM	7
22-Nov-21	Station 12	Driver/engineer P.O.'s	6:00:00 PM	10:00:00 PM	4
22-Nov-21	1900 South Ocean Blvd.	Pre-planning fire inspection @Ocean Place	10:00:00 AM	12:30:00 PM	4
27-Nov-21	4900 North Ocean Blvd	Elevator Practical	8:00:00 AM	12:00:00 PM	6
29-Nov-21	Station 12	2 min drill, RIT ops/search n rescue	6:00:00 PM	8:00:00 PM	5
29-Nov-21	Station 12	In-house D/E training class instructed by Chief Caldero	6:00:00 PM	8:30:00 PM	4

Date	Ocean Rescue	Event Description	Start Time	End Time	No. of FF
01-Nov-21	Beach	Ocean rescue patrol; 10-11a, 2-3p & 4-5p	11:00:00 AM	2:00:00 PM	2
02-Nov-21	Beach	Ocean rescue patrol; 9-10a, 12:45-1:45p & 3:30-4:30	1:30:00 PM	4:30:00 PM	2
03-Nov-21	Beach	Ocean rescue patrol; 12:30-1p, 3-4p & 5-6p	12:30:00 PM	3:00:00 PM	2
04-Nov-21	Beach	Ocean rescue patrol; 3-4pm	3:00:00 PM	4:30:00 PM	2
07-Nov-21	Beach	Ocean rescue patrol; 11-12:30p & 3-4p	11:00:00 AM	1:30:00 PM	2
08-Nov-21	Beach	Ocean rescue patrol; 10-11a, 1-2p & 3:30-4:30p	12:00:00 PM	3:00:00 PM	2
09-Nov-21	Beach	Ocean rescue patrol; 11-12n, 2-3p & 4:15-5:15p	11:00:00 AM	2:00:00 PM	2
10-Nov-21	Beach	Ocean rescue patrol; 11:30-12n, 2-3p & 5-6p	11:30:00 AM	2:00:00 PM	2
12-Nov-21	Beach	Ocean rescue patrol; 11:45-12n, 2-3p & 4-5p	12:00:00 PM	2:15:00 PM	2
14-Nov-21	Beach	Ocean rescue patrol & trng.; 10-11a, 12:30-1:30p & 3-4p	11:00:00 AM	2:00:00 PM	3
15-Nov-21	Beach	Ocean rescue patrol & trng.; 10-11a, 2-3p & 4-5p	10:00:00 AM	1:00:00 PM	2
16-Nov-21	Beach	Ocean rescue patrol & trng.; 9:30-10a, 3-4p	12:30:00 PM	2:00:00 PM	3
17-Nov-21	Beach	Ocean rescue patrol & trng.; 9:30-10a, 12:15-1:15p, 2:30-3p & 5-5:15p	12:00:00 PM	2:15:00 PM	2
19-Nov-21	Beach	Ocean rescue patrol & trng.; 9:30-10:30a & 3:30-4:30p	10:30:00 AM	12:30:00 PM	2
20-Nov-21	Beach	Ocean rescue patrol; 1-2:30p & 3-5p	12:00:00 PM	3:30:00 PM	2
21-Nov-21	Beach	Ocean rescue patrol & trng; 10:15-10:45a, 12:30-1p, 2:30-3:30p & 5-5:30p	11:15:00 AM	1:45:00 PM	2
23-Nov-21	Beach	Ocean rescue patrol; 10-11:30, 1-2p & 4:30-5:30p	11:30:00 AM	3:00:00 PM	2
24-Nov-21	Beach	Ocean rescue patrol & trng; 11:45-1p & 3:45-4:50p	11:45:00 AM	2:00:00 PM	4
25-Nov-21	Beach	Ocean rescue patrol & trng; 10-11a	10:00:00 AM	11:00:00 AM	2
27-Nov-21	Beach	Ocean rescue patrol & trng; 11-12n, 1-2p & 4:30-5:30p	12:00:00 PM	2:30:00 PM	2
28-Nov-21	Beach	Ocean rescue patrol & trng; 10-11:30a, 2:30-3:30p & 4-5p	11:30:00 AM	3:00:00 PM	2
29-Nov-21	Station 12	Ocean rescue patrol & trng; 10-11a, 1:30-2:30p & 4-5p	11:00:00 AM	2:00:00 PM	2
30-Nov-21	Beach	Ocean rescue patrol; 10-10:30a, 1-2p & 4:45-5:30p	1:00:00 PM	3:15:00 PM	2

*Ocean Rescue patrol consist of checking poles/life rings, educating public on flags, rips currents & any fire related issued near or on the beach.

Unit Response Time 3- Month Average

Nov-21

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	39	46	2	6
Response Time	0:05:39	0:05:41	0:00:00	0:00:00

Total Average Response Time :

4:36

Oct-21

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	25	33	3	4
Response Time	0:04:55	0:04:54	0:00:00	0:00:00

Total Average Response Time :

4:13

Sep-21

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	34	43	3	6
Response Time	0:04:55	0:05:56	0:00:00	0:00:00

Total Average Response Time :

4:21



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Lucila Lang, Director of Finance & Budget

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: September Finance Report

Explanation: Presented is the September 2021 Financial Report which consists of the attached Revenue Expenditure Report (Exhibit 1) Cash & Investment Report (Exhibit 2) and Budget to Actual Unaudited summary Report by Fund.

At the end of September, the Town had completed 100% of fiscal year 2020/2021. The books for the fiscal year have not been closed so the information presented in this report should be considered preliminary fiscal year-end operating results.

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues Amount	% of Budget	YTD Expenditures Amount	% of Budget	Net Amount
General Fund	\$ 16,972,052.00	\$ 3,451,341.00	\$ 13,520,711.00	\$ 13,364,316.91	98.84%	\$ 14,940,386.33	110.50%	\$ (1,576,069.42)
Building Fund	\$ 954,610.00	\$ -	\$ 954,610.00	\$ 1,138,697.73	119.28%	\$ 922,055.66	96.59%	\$ 216,642.07
Sewer Fund	\$ 1,230,896.00	\$ 100,000.00	\$ 1,130,896.00	\$ 1,303,278.84	115.24%	\$ 1,051,085.68	92.94%	\$ 252,193.16
Fire Fund	\$ 1,066,146.00	\$ -	\$ 1,066,146.00	\$ 1,086,391.35	101.90%	\$ 957,625.46	89.82%	\$ 128,765.89
Capital Fund	\$ 6,650,957.00	\$ 4,700,957.00	\$ 1,950,000.00	\$ 2,600,047.15	133.34%	\$ 2,324,043.79	34.94%	\$ 276,003.36
Parking Fund	\$ 2,701,525.00		\$ 2,701,525.00	\$ 3,649,117.73	135.08%	\$ 2,295,322.55	84.96%	\$ 1,353,795.18
Grand Total	\$ 29,576,186.00	\$ 8,252,298.00	\$ 21,323,888.00	\$ 23,141,849.71		\$ 22,490,519.47		\$ 651,330.24

General Fund:

- As noted in the table above, actual General Fund expenditures exceeded General Fund revenues, therefore, the General Fund will decrease by an estimated \$1.5 million. As a reminder, the amended FY21 budget had allocated \$3.4M of appropriated fund balance and only \$1.5M was used.
 - The following revenues exceeded budget:
 - Ad Valorem Property Taxes exceeded by \$142,576
 - Utility Taxes exceeded by \$66,910
 - Franchise Taxes exceeded by \$38,987

- The following revenues fell below the budget:
 - Licenses & Permits were below by \$21,154
 - Charges for services were below by \$1,070
 - Fines and forfeitures were below by \$31,348
- As a reminder during the COVID-19 pandemic, the Commission decided to waive the Sidewalk Café Fees collections for downtown businesses and some quarterly transfers to General Fund were discontinued which impacted the reduction of General Fund revenues.

Building Fund:

- Building permits and Inspection fees collected more (\$184,088) than budget and since building permit services have a direct correlation, these also had an increase. Overall, the building fund will have an estimated unaudited positive effect on the fund balance by approximately \$216K. This is due to the fact that the contractor is compensated for its services by receiving 75% of net revenue received by the Town from Building Service Fees and since the fees collected exceeded \$800,000 during the fiscal year, the contractor's payment was reduced to 70% of net revenue for the last 2 months of the fiscal year. In addition, the expenses for salaries, FICA Taxes, retirement, and group insurance were less than budgeted due to the reallocation of the Interim Town Manager's expenses. The additional funds will be proposed to be spent on a portion of the re-roofing project.

Sewer Fund:

- Sewer revenues for the year exceeded the budget by \$174,181 (5.4%).
- Billings from the City of Pompano were higher than the budget by \$58,820 (15.8%). This is due to higher consumption during this COVID year. Monthly consumption ranged from 20%-44% higher than the previous year. The Town did not spend \$86,504 in capital outlay. Overall, the sewer fund will have an estimated unaudited positive effect on the fund balance by approximately \$252K.

Fire Fund:

- Actual Fire Fund revenues for the year exceeded the budget by \$20,245 (101.9%).
- The Fire Fund expenditure budget included \$6K for Fire Department Pension, \$50K for the purchase of a new vehicle. \$16K for building improvements and \$39K in professional services that were not used. In addition, the Building Maintenance account exceeded the budgeted amount by \$2,653.
 - As a result of these variances, the Fire Fund balance will increase by an estimated \$128K.

Capital Projects Fund:

- See update on capital projects in the chart below:

SEPTEMBER REPORT INFORMATION				Comments
Project	Budget	Expenditures	% Completion	
Visitor's Center	\$ 95,000.00	\$ 89,692.00	Complete	This project renovated the interior of the Visitor Center to modernize the space and ADA complaint making it a more welcoming facility.
East Terra Mar Drive	\$ 1,150,000.00	\$ 1,053,452.23	Complete	Project was completed ahead of schedule and under budget. Since completion of the project there has been a noticeable difference both in severity and length of water ponding after heavy rains on East Terra Mar.
A1A Hibiscus Crosswalk	\$ 50,000.00	\$ 5,000.00	10.00%	The RRFB's have been installed, Town is awaiting final installation of the inground lights. Once completed the system will be live. Project will be completed December 2021.
Town Hall Complex	\$ 125,000.00	\$ 54,244.67	43.40%	The roof was recovered, the gutters were replaced, and the exterior was painted. In addition some of the facia brick was repaired and replaced.
Bel Air Seawall Repair	\$ 225,000.00	\$ 4,703.34	2.09%	Town is awaiting permits from Army Corps. Once these are in place staff can move forward with bidding out the project which we anticipate will occur in Spring 2022.
Canal Dredging	\$ 50,000.00	\$ 10,046.29	20.09%	Town is awaiting permits from the Army Corps. Once these are received, staff can move forward with the bid process- anticipate this will occur in Spring-Summer 2022.
A1A LFA Pine Avenue to Terra Mar	\$ 100,000.00	\$ 90,684.00	90.68%	FDOT has completed a majority of the project, they are currently working on the stamped asphalt which should be completed in December 2021.
Beach Renourishment	\$ 75,000.00	\$ 20,481.63	27.31%	Eastman Aggregates has completed the section north of the Pier-pending final survey; south of the pier should be completed in early 2022.
Pedestrian Amenities	\$ 75,000.00	\$ 7,365.49	9.82%	Minimal work was done on this in FY21; future needs assessment and pavement management report. In addition, the bus stop improvements are paid for by Broward County Transit's Surtax money and therefore town funds were not required.
Palm Club Sewer	\$ 2,550,000.00	\$ 843,939.42	33.10%	Palm Club sewer continues to move along at a rapid pace. Placement of new pavement will occur in December. The remaining item will be the completion of the lift station which has been delayed due to parts.
Street Project-Codrington Drive	\$ 120,000.00	\$ 15,641.38	13.03%	The first resident meeting was held in November 2021 which was well attended and provided substantial feedback from the residents. Design work is ongoing and should be completed in the first quarter of 2022.
Street Sufficiency Study	\$ 25,000.00	\$ 15,160.19	60.64%	This work has been completed and will be used to assist in planning future CIP items. Overall the study revealed that the Town's roadway network is in good condition.
El Mar Drive	\$ 75,000.00	\$ 60,963.00	81.28%	Funding was included in El Mar Drive to make plans to improve the street. A consultant was hired and conceptual plans were developed and reviewed with the Commission and the public. The Commission ultimately decided not to move forward with these plans and instead develop additional ideas. FY22 includes funding.

*El Mar Drive budget was amended to accommodate only the Design portion for FY21. Total budget for Design is \$75K, hence the 81.28% completion.

Parking Fund:

- Parking Fund revenues exceeded budget by approximately \$947K. Even though, the report shows an incoming transfer in the amount of \$949,490 coming from the General Fund, this is a wash with the outgoing transfer into the CIP fund. This transfer was approved by Commission at an earlier meeting.
- Overall expenditures came in at \$5K below budget. This was a result of minimal expenses in overtime salaries, vehicle maintenance and parking meter parts/supplies. As a reminder part of FY21 was still under the effect of COVID-19.
- As a result of these variances, the Parking Fund balance will increase by an estimated \$1.3M.
- Below is a breakdown of revenue by lots for the months of May 2021-September 2021. The month of September had a decrease from the same time last year as well as the previous month of August 2021. This was due to many days of heavy rainstorms throughout the month.

DURING COVID-19										
	May, 2020		June, 2020		July, 2020		August, 2020		September, 2020	
	\$	1,487.71	\$	16,195.26	\$	8,787.36	\$	12,779.44	\$	12,961.62
	\$	4,711.30	\$	28,582.27	\$	22,894.92	\$	22,679.73	\$	27,274.97
	\$	1,029.61	\$	17,692.03	\$	4,614.52	\$	7,175.61	\$	8,185.63
	\$	2,011.34	\$	22,020.55	\$	25,203.63	\$	22,672.01	\$	24,986.06
	\$	1,535.49	\$	38,083.73	\$	28,896.72	\$	33,239.92	\$	37,352.23
	\$	269.55	\$	2,750.95	\$	2,947.66	\$	2,801.73	\$	2,283.66
	\$	2,259.10	\$	16,720.83	\$	14,902.15	\$	16,414.49	\$	19,556.41
	\$	4,733.55	\$	39,048.85	\$	23,389.27	\$	29,524.19	\$	32,479.65
	\$	1,728.95	\$	9,057.32	\$	5,873.44	\$	10,776.04	\$	11,601.20
\$	40.22	\$	7,055.66	\$	5,823.36	\$	6,494.94	\$	7,566.36	
\$	19,806.82	\$	197,207.45	\$	143,333.03	\$	164,558.10	\$	184,247.79	
COVID-19 RECOVERY PERIOD										
	May, 2021		June, 2021		July, 2021		August, 2021		September, 2021	
	\$	20,329.82 1266.52%	\$	22,719.60 40.29%	\$	19,279.13 119.40%	\$	18,983.66 48.55%	\$	13,933.44 6.97%
	\$	25,391.85 438.96%	\$	35,277.03 23.42%	\$	27,556.91 20.36%	\$	33,380.69 47.18%	\$	27,620.95 1.25%
	\$	11,261.39 993.75%	\$	13,515.16 -23.61%	\$	9,776.84 111.87%	\$	11,055.67 54.07%	\$	5,349.75 -53.01%
	\$	21,694.63 978.62%	\$	25,273.92 14.77%	\$	21,594.65 -14.32%	\$	23,261.98 2.60%	\$	23,112.95 -8.10%
	\$	44,935.53 2826.46%	\$	52,025.17 36.61%	\$	45,327.78 56.86%	\$	45,465.96 36.78%	\$	32,614.57 -14.53%
	\$	4,486.05 1564.27%	\$	1,968.12 -28.46%	\$	2,616.16 -11.25%	\$	1,982.14 -29.25%	\$	1,982.85 -15.17%
	\$	19,537.49 764.84%	\$	25,368.90 51.72%	\$	19,331.80 29.72%	\$	22,499.36 37.07%	\$	16,935.49 -15.48%
	\$	48,140.02 917.00%	\$	56,066.65 43.58%	\$	44,721.77 91.21%	\$	46,296.40 56.81%	\$	34,220.15 5.09%
	\$	17,394.30 906.06%	\$	18,672.82 106.16%	\$	14,544.21 147.63%	\$	15,493.58 43.78%	\$	11,586.54 -0.13%
\$	- -100.00%	\$	- -100.00%	\$	- -100.00%	\$	- -100.00%	\$	-	
\$	213,171.08	\$	250,887.37	\$	204,749.25	\$	218,419.44	\$	167,356.69	
Change from last fiscal year:	\$	193,364.26	\$	53,679.92	\$	61,416.22	\$	53,861.34	\$	(16,891.10)

The top producing lots for FY2021 were:

- A1A Parking Lot (20.66% of total)
- El Prado Parking Lot (20.64% of total)
- Ocean Front Meters (14.30% of total)

Attachments:

Ex.1 – Revenue Expenditure Report

Ex.2 – Cash and Investment Report

Ex.3 – Budget to Actual Unaudited Summary Report by Fund

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 9/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	0.00	3,451,341.00	0.00	0.00	0.00	3,451,341.00	0.0
Appropriated Fund Balance	0.00	3,451,341.00	0.00	0.00	0.00	3,451,341.00	0.0
Dept: 301.000 Ad Valorem Property Taxes							
311.100 Ad Valorem Property Taxes	9,009,684.00	9,009,684.00	9,152,260.30	6,550.71	0.00	-142,576.30	101.6
Ad Valorem Property Taxes	9,009,684.00	9,009,684.00	9,152,260.30	6,550.71	0.00	-142,576.30	101.6
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	830,000.00	830,000.00	897,597.92	175,406.15	0.00	-67,597.92	108.1
311.440 Gas Utility Tax	16,500.00	16,500.00	15,913.24	2,008.85	0.00	586.76	96.4
314.300 Water Utility Tax	165,000.00	165,000.00	164,899.55	29,835.95	0.00	100.45	99.9
Utility Taxes	1,011,500.00	1,011,500.00	1,078,410.71	207,250.95	0.00	-66,910.71	106.6
Dept: 301.600 Franchise Taxes							
313.100 FI Power & Light Franchise	600,000.00	600,000.00	605,865.51	120,190.42	0.00	-5,865.51	101.0
313.300 Waste Franchise Collection	110,000.00	110,000.00	138,025.65	14,911.83	0.00	-28,025.65	125.5
313.301 Waste Franchise Adm-Fee	9,000.00	9,000.00	9,458.07	7,795.00	0.00	-458.07	105.1
313.400 Gas Franchise	10,000.00	10,000.00	14,758.52	1,887.77	0.00	-4,758.52	147.6
313.600 Towing Franchise Fees	600.00	600.00	480.00	0.00	0.00	120.00	80.0
Franchise Taxes	729,600.00	729,600.00	768,587.75	144,785.02	0.00	-38,987.75	105.3
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	75,000.00	75,000.00	88,605.85	3,129.51	0.00	-13,605.85	118.1
321.110 Sidewalk Cafe ROW	35,000.00	35,000.00	1,354.33	0.00	0.00	33,645.67	3.9
322.400 Sign Permits	1,325.00	1,325.00	210.00	0.00	0.00	1,115.00	15.8
Licenses & Permits	111,325.00	111,325.00	90,170.18	3,129.51	0.00	21,154.82	81.0
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	150,000.00	150,000.00	179,164.81	13,965.53	0.00	-29,164.81	119.4
311.150 Alcoholic Beverage License	15,000.00	15,000.00	13,740.63	0.00	0.00	1,259.37	91.6
311.180 Sales Tax	390,000.00	390,000.00	444,888.02	117,249.15	0.00	-54,888.02	114.1
312.405 Local Op Gas Tax 1 - 6 cent	60,000.00	60,000.00	57,484.60	8,883.95	0.00	2,515.40	95.8
312.410 Local Op Gas Tax 1 - 5 cent	46,630.00	46,630.00	43,091.45	8,915.04	0.00	3,538.55	92.4
315.100 Communication Service Tax	320,000.00	320,000.00	292,885.87	6,508.57	0.00	27,114.13	91.5
334.910 BCC-Senior Center Grant	19,233.00	19,233.00	19,233.00	19,233.00	0.00	0.00	100.0
334.914 BCC-Transporation Grant	150,000.00	150,000.00	100,742.26	57,194.14	0.00	49,257.74	67.2
334.915 FDOT-Reimbursable Grant	18,064.00	18,064.00	18,606.20	0.00	0.00	-542.20	103.0
334.930 Emergency Supplemental Funding	0.00	412,464.00	412,464.77	0.00	0.00	-0.77	100.0
343.400 Recycling Revenue	0.00	0.00	1,201.13	1,026.66	0.00	-1,201.13	0.0
Intergovernmental Revenues	1,168,927.00	1,581,391.00	1,583,502.74	232,976.04	0.00	-2,111.74	100.1
Dept: 304.000 Charges for Services							
343.902 Site Plan Application Fees	1,650.00	1,650.00	250.00	0.00	0.00	1,400.00	15.2
347.500 Tennis - Shuffle Key	9,200.00	9,200.00	9,530.00	120.00	0.00	-330.00	103.6
Charges for Services	10,850.00	10,850.00	9,780.00	120.00	0.00	1,070.00	90.1
Dept: 305.000 Fines & Forfeitures							
354.150 Fines,TrafficViolation,Citatio	30,000.00	30,000.00	12,084.31	4,736.81	0.00	17,915.69	40.3
354.160 Code Enforcement Fines	40,000.00	40,000.00	22,967.30	50.00	0.00	17,032.70	57.4
359.100 Other Fines & Alarms	1,500.00	1,500.00	5,100.00	1,300.00	0.00	-3,600.00	340.0
Fines & Forfeitures	71,500.00	71,500.00	40,151.61	6,086.81	0.00	31,348.39	56.2
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	35,800.00	35,800.00	4,302.84	157.74	0.00	31,497.16	12.0
362.000 Rent/Lease Royalties	69,820.00	69,820.00	76,998.17	6,637.77	0.00	-7,178.17	110.3
366.100 Donations	5,000.00	5,000.00	6,850.00	500.00	0.00	-1,850.00	137.0
369.100 Miscellaneous Revenues	36,308.00	36,308.00	75,085.59	8,644.62	0.00	-38,777.59	206.8
369.200 Miscellaneous Applications	18,975.00	18,975.00	12,213.00	1,000.00	0.00	6,762.00	64.4
369.201 Miscellaneous MerchandiseSales	300.00	300.00	94.00	0.00	0.00	206.00	31.3
369.250 Recreational Activities Fee	1,250.00	1,250.00	155.00	70.00	0.00	1,095.00	12.4

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 9/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.500 Miscellaneous Lobbyist	600.00	600.00	450.00	100.00	0.00	150.00	75.0
369.901 Insurance Reimbursement	3,281.00	3,281.00	42,541.52	17,680.69	0.00	-39,260.52	1296.6
Miscellaneous Revenues	171,334.00	171,334.00	218,690.12	34,790.82	0.00	-47,356.12	127.6
Dept: 581.100 Interfund Transfers							
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	22,000.00	5,500.00	0.00	0.00	100.0
381.106 Transfer from Parking Fund	801,527.00	801,527.00	400,763.50	0.00	0.00	400,763.50	50.0
Interfund Transfers	823,527.00	823,527.00	422,763.50	5,500.00	0.00	400,763.50	51.3
Revenues	13,108,247.00	16,972,052.00	13,364,316.91	641,189.86	0.00	3,607,735.09	78.7
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	66,000.00	66,000.00	65,407.39	7,267.49	0.00	592.61	99.1
500.210 Employer FICA Taxes	5,000.00	5,000.00	4,212.07	467.89	0.00	787.93	84.2
500.220 Retirement	32,500.00	32,500.00	33,596.74	3,736.97	0.00	-1,096.74	103.4
500.230 Group Insurance	64,200.00	64,200.00	65,403.28	4,820.81	0.00	-1,203.28	101.9
500.345 Contractual Services	4,500.00	4,500.00	6,581.43	2,139.73	0.00	-2,081.43	146.3
500.510 Office Supplies	175.00	175.00	0.00	0.00	0.00	175.00	0.0
500.540 Dues & Subscriptions	1,725.00	1,725.00	1,154.30	0.00	0.00	570.70	66.9
500.545 Training	2,000.00	2,000.00	1,745.91	604.13	0.00	254.09	87.3
500.550 Operating Expenses	9,500.00	9,500.00	2,507.65	144.83	0.00	6,992.35	26.4
Commission	185,600.00	185,600.00	180,608.77	19,181.85	0.00	4,991.23	97.3
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	53,259.00	53,259.00	53,259.00	0.00	0.00	0.00	100.0
Donation-Non Profits	53,259.00	53,259.00	53,259.00	0.00	0.00	0.00	100.0
Dept: 511.200 Visitor Center							
500.120 Regular Salaries	12,800.00	14,376.00	14,376.90	1,503.07	0.00	-0.90	100.0
500.140 Overtime Salaries	1,500.00	1,500.00	469.05	27.67	0.00	1,030.95	31.3
500.210 Employer FICA Taxes	1,000.00	1,000.00	1,230.29	114.97	0.00	-230.29	123.0
500.220 Retirement	1,300.00	1,300.00	1,437.70	150.31	0.00	-137.70	110.6
500.230 Group Insurance	3,900.00	3,900.00	3,260.16	240.43	0.00	639.84	83.6
500.340 Sewer/Wastewater	2,700.00	2,700.00	2,961.11	178.17	0.00	-261.11	109.7
500.345 Contractual Services	29,900.00	29,900.00	26,900.00	0.00	0.00	3,000.00	90.0
500.430 Electric Service	1,600.00	1,600.00	1,280.85	258.14	0.00	319.15	80.1
500.431 Water Service	2,800.00	7,369.00	7,369.48	776.24	0.00	-0.48	100.0
500.520 Bldg. Maintenance	10,000.00	10,000.00	5,030.30	0.00	0.00	4,969.70	50.3
500.550 Operating Expenses	0.00	30,000.00	22,125.25	390.00	0.00	7,874.75	73.8
500.640 Capital Outlay - Equipmt & Mach	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
Visitor Center	73,500.00	109,645.00	86,441.09	3,639.00	0.00	23,203.91	78.8
Dept: 513.000 Administration							
500.120 Regular Salaries	663,400.00	732,771.00	732,771.80	79,976.66	0.00	-0.80	100.0
500.140 Overtime Salaries	2,500.00	2,500.00	633.78	122.08	0.00	1,866.22	25.4
500.210 Employer FICA Taxes	49,300.00	52,705.00	52,705.35	6,016.34	0.00	-0.35	100.0
500.220 Retirement	99,000.00	100,300.00	99,623.50	12,135.59	0.00	676.50	99.3
500.230 Group Insurance	136,846.00	136,846.00	125,930.51	8,483.04	0.00	10,915.49	92.0
500.315 Professional Services	50,000.00	50,000.00	1,650.00	0.00	0.00	48,350.00	3.3
500.320 Audit Expense	34,350.00	34,350.00	31,000.00	0.00	0.00	3,350.00	90.2
500.344 HR Expenses	9,000.00	9,000.00	2,808.84	801.00	0.00	6,191.16	31.2
500.345 Contractual Services	20,000.00	36,511.00	36,511.98	5,552.24	0.00	-0.98	100.0
500.463 Service Maintenance Contracts	43,900.00	43,900.00	34,081.91	674.12	0.00	9,818.09	77.6
500.506 Printing & Binding	3,400.00	3,400.00	3,507.00	169.09	0.00	-107.00	103.1
500.508 Postage	4,500.00	4,500.00	5,243.54	438.22	0.00	-743.54	116.5
500.510 Office Supplies	7,500.00	7,500.00	4,463.10	589.65	0.00	3,036.90	59.5
500.540 Dues & Subscriptions	8,000.00	8,000.00	5,516.72	495.00	0.00	2,483.28	69.0
500.545 Training	10,000.00	10,000.00	4,810.49	614.75	0.00	5,189.51	48.1

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 9/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 513.000 Administration							
500.550 Operating Expenses	15,045.00	18,886.00	19,373.60	3,026.48	0.00	-487.60	102.6
Administration	1,156,741.00	1,251,169.00	1,160,632.12	119,094.26	0.00	90,536.88	92.8
Dept: 514.000 Town Attorney							
500.310 Legal Expense	300,000.00	328,406.00	328,406.68	93,427.86	0.00	-0.68	100.0
500.314 Litigation	100,000.00	100,000.00	5,536.45	3,328.20	0.00	94,463.55	5.5
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	4,906.40	610.20	0.00	3,093.60	61.3
Town Attorney	408,000.00	436,406.00	338,849.53	97,366.26	0.00	97,556.47	77.6
Dept: 519.000 General							
500.120 Regular Salaries	80,000.00	80,307.00	80,307.88	8,923.10	0.00	-0.88	100.0
500.210 Employer FICA Taxes	6,200.00	6,200.00	6,198.69	689.13	0.00	1.31	100.0
500.220 Retirement	8,000.00	8,000.00	8,757.21	1,246.39	0.00	-757.21	109.5
500.230 Group Insurance	15,260.00	15,260.00	13,683.61	1,015.30	0.00	1,576.39	89.7
500.311 Advertisements	7,000.00	7,000.00	4,487.76	428.06	0.00	2,512.24	64.1
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	5,130.20	0.00	0.00	-130.20	102.6
500.315 Professional Services	50,000.00	50,000.00	30,000.00	2,500.00	0.00	20,000.00	60.0
500.345 Contractual Services	31,000.00	31,000.00	21,069.72	2,080.36	0.00	9,930.28	68.0
500.349 Community Bus	190,000.00	190,000.00	103,729.40	9,272.60	0.00	86,270.60	54.6
500.451 Auto, Property & Liability Ins	135,000.00	135,000.00	121,691.15	0.00	0.00	13,308.85	90.1
500.452 Workers Compensation Insur	50,000.00	50,000.00	40,116.00	0.00	0.00	9,884.00	80.2
500.497 Contingency	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.506 Printing & Binding	14,500.00	14,500.00	8,353.00	0.00	0.00	6,147.00	57.6
500.508 Postage	3,000.00	3,000.00	299.00	0.00	0.00	2,701.00	10.0
500.511 Computer Expense	112,000.00	112,000.00	82,150.62	5,324.92	0.00	29,849.38	73.3
500.525 Uniform Expense	200.00	200.00	433.02	179.98	0.00	-233.02	216.5
500.540 Dues & Subscriptions	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.545 Training	3,000.00	3,000.00	75.00	0.00	0.00	2,925.00	2.5
500.550 Operating Expenses	40,000.00	40,000.00	19,239.34	148.62	0.00	20,760.66	48.1
500.552 Recycling and Solid Waste Exp	58,600.00	83,600.00	33,164.53	189.03	0.00	50,435.47	39.7
500.640 Capital Outlay - Equip & Mach	53,700.00	53,700.00	0.00	0.00	0.00	53,700.00	0.0
General	862,960.00	988,267.00	578,886.13	31,997.49	0.00	409,380.87	58.6
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	80,000.00	80,000.00	40,769.05	7,144.97	0.00	39,230.95	51.0
500.315 Professional Services	50,000.00	50,000.00	53,800.15	13,574.23	0.00	-3,800.15	107.6
500.345 Contractual Services	18,058.00	18,058.00	11,333.21	221.11	0.00	6,724.79	62.8
500.495 Special Events	15,000.00	15,000.00	1,217.32	0.00	0.00	13,782.68	8.1
500.506 Printing & Binding	19,121.00	19,121.00	11,413.44	4,380.66	0.00	7,707.56	59.7
500.540 Dues & Subscriptions	2,286.00	2,286.00	625.50	0.00	0.00	1,660.50	27.4
500.550 Operating Expenses	1,000.00	1,000.00	116.14	29.10	0.00	883.86	11.6
Business Dev & Marketing	185,465.00	185,465.00	119,274.81	25,350.07	0.00	66,190.19	64.3
Dept: 521.000 Police Department							
500.345 Contractual Services	5,120,721.00	5,164,556.00	5,158,861.56	382,774.00	0.00	5,694.44	99.9
500.352 Contract Services	5,000.00	5,000.00	4,996.19	0.00	0.00	3.81	99.9
500.520 Bldg. Maintenance	1,500.00	1,500.00	1,495.00	0.00	0.00	5.00	99.7
500.550 Operating Expenses	5,000.00	5,000.00	4,573.00	2,579.00	0.00	427.00	91.5
500.640 Capital Outlay - Equip & Mach	36,676.00	36,676.00	15,755.84	9,788.84	0.00	20,920.16	43.0
Police Department	5,168,897.00	5,212,732.00	5,185,681.59	395,141.84	0.00	27,050.41	99.5
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	848,251.00	848,251.00	848,250.96	70,687.58	0.00	0.04	100.0
Emergency Medical Services	848,251.00	848,251.00	848,250.96	70,687.58	0.00	0.04	100.0
Dept: 524.000 Development Services							
500.120 Regular Salaries	263,000.00	263,000.00	207,155.68	15,897.61	0.00	55,844.32	78.8
500.121 Temporary Salaries/ Interns	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
500.140 Overtime Salaries	5,000.00	5,000.00	308.40	83.56	0.00	4,691.60	6.2
500.210 Employer FICA Taxes	20,200.00	22,544.00	15,195.84	1,148.75	0.00	7,348.16	67.4

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 9/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 524.000 Development Services							
500.220 Retirement	56,824.00	56,824.00	52,893.06	4,134.92	0.00	3,930.94	93.1
500.230 Group Insurance	54,210.00	54,210.00	56,554.54	4,779.72	0.00	-2,344.54	104.3
500.315 Professional Services	152,000.00	152,000.00	45,347.26	4,746.25	0.00	106,652.74	29.8
500.345 Contractual Services	301,600.00	301,600.00	296,899.82	53,704.37	0.00	4,700.18	98.4
500.461 Vehicle Maintenance	250.00	250.00	64.95	0.00	0.00	185.05	26.0
500.462 Fuel	500.00	500.00	109.50	77.94	0.00	390.50	21.9
500.463 Service Maintenance Contracts	5,200.00	5,200.00	1,952.83	226.57	0.00	3,247.17	37.6
500.506 Printing & Binding	1,300.00	1,300.00	1,283.56	484.32	0.00	16.44	98.7
500.508 Postage	5,000.00	5,000.00	1,719.34	0.00	0.00	3,280.66	34.4
500.510 Office Supplies	2,500.00	2,500.00	976.74	30.00	0.00	1,523.26	39.1
500.525 Uniform Expense	600.00	600.00	185.58	185.58	0.00	414.42	30.9
500.540 Dues & Subscriptions	4,000.00	4,000.00	1,188.31	0.00	0.00	2,811.69	29.7
500.545 Training	7,000.00	7,000.00	1,609.17	595.17	0.00	5,390.83	23.0
500.550 Operating Expenses	9,000.00	9,000.00	5,913.29	217.37	0.00	3,086.71	65.7
500.630 Cap Outlay Imp other than bldg	0.00	4,200.00	4,200.00	0.00	0.00	0.00	100.0
Development Services	895,684.00	902,228.00	693,557.87	86,312.13	0.00	208,670.13	76.9
Dept: 541.100 Mun Svcs - Public Works Div							
500.120 Regular Salaries	850,000.00	862,688.00	862,688.61	108,136.13	0.00	-0.61	100.0
500.140 Overtime Salaries	50,000.00	50,000.00	26,669.56	1,130.06	0.00	23,330.44	53.3
500.210 Employer FICA Taxes	64,750.00	66,761.00	66,761.50	8,301.79	0.00	-0.50	100.0
500.220 Retirement	99,900.00	113,432.00	117,597.86	14,460.08	0.00	-4,165.86	103.7
500.230 Group Insurance	265,162.00	265,162.00	229,762.94	17,877.46	0.00	35,399.06	86.7
500.315 Professional Services	40,000.00	40,000.00	18,738.46	460.93	0.00	21,261.54	46.8
500.340 Sewer/Wastewater	13,600.00	13,600.00	10,146.71	771.52	0.00	3,453.29	74.6
500.345 Contractual Services	226,878.00	226,878.00	189,268.19	31,419.05	0.00	37,609.81	83.4
500.410 Communications	41,000.00	53,215.00	53,215.12	4,497.92	0.00	-0.12	100.0
500.430 Electric Service	42,000.00	42,000.00	44,634.21	8,200.10	0.00	-2,634.21	106.3
500.431 Water Service	120,000.00	166,997.00	166,997.10	13,363.72	0.00	-0.10	100.0
500.433 Electric Service-Streets	55,000.00	55,000.00	55,238.36	5,970.00	0.00	-238.36	100.4
500.445 Equip Rent/Lease	15,000.00	17,272.00	17,272.07	636.55	0.00	-0.07	100.0
500.460 Equipment Maintenance	20,000.00	20,000.00	32,064.14	1,392.96	0.00	-12,064.14	160.3
500.461 Vehicle Maintenance	14,000.00	14,000.00	14,596.51	3,604.18	0.00	-596.51	104.3
500.462 Fuel	19,000.00	25,156.00	25,156.06	3,811.99	0.00	-0.06	100.0
500.463 Service Maintenance Contracts	12,800.00	15,890.00	15,890.57	5,048.68	0.00	-0.57	100.0
500.470 Radio Maintenance	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	0.0
500.498 Storm Drain Rehab/Maint	80,000.00	80,000.00	54,065.00	12,265.00	0.00	25,935.00	67.6
500.508 Postage	400.00	400.00	209.01	66.85	0.00	190.99	52.3
500.510 Office Supplies	2,000.00	2,000.00	590.92	0.00	0.00	1,409.08	29.5
500.520 Bldg. Maintenance	65,000.00	65,000.00	65,584.34	3,053.85	0.00	-584.34	100.9
500.525 Uniform Expense	8,500.00	18,539.00	18,539.02	2,394.35	0.00	-0.02	100.0
500.529 Street Light Maintenance	18,065.00	51,293.00	51,293.52	735.00	0.00	-0.52	100.0
500.530 Street Maint Repair Supply	90,000.00	90,000.00	55,941.97	3,617.56	0.00	34,058.03	62.2
500.531 Grounds Maint/Landscaping	40,000.00	40,000.00	34,800.46	3,993.08	0.00	5,199.54	87.0
500.532 Signs	15,000.00	15,000.00	13,479.10	3,430.00	0.00	1,520.90	89.9
500.534 Sidewalk Maint Repair	25,000.00	25,000.00	13,369.29	0.00	0.00	11,630.71	53.5
500.535 Flags	1,500.00	3,998.00	3,998.17	0.00	0.00	-0.17	100.0
500.540 Dues & Subscriptions	1,500.00	1,500.00	2,939.78	0.00	0.00	-1,439.78	196.0
500.545 Training	6,800.00	6,800.00	3,814.74	-18.10	0.00	2,985.26	56.1
500.547 Hurricane Expenditure	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.550 Operating Expenses	65,000.00	75,847.00	77,066.90	7,023.67	0.00	-1,219.90	101.6
500.624 Capital Outlay-Bldg. Improvemnt	159,500.00	159,500.00	89,062.93	13,302.46	0.00	70,437.07	55.8
500.640 Capital Outlay - Equipt & Mach	20,825.00	20,825.00	5,470.26	5,470.26	0.00	15,354.74	26.3
500.644 Capital Outlay-Vehicles	43,710.00	43,710.00	27,013.89	5,284.44	0.00	16,696.11	61.8
Mun Svcs - Public Works Div	2,619,290.00	2,774,863.00	2,463,937.27	289,701.54	0.00	310,925.73	88.8
Dept: 572.000 Recreation							
500.311 Advertisements	1,650.00	1,650.00	393.07	0.00	0.00	1,256.93	23.8
500.342 Senior Rec. Ctr. Contract	90,000.00	90,000.00	79,579.96	6,483.33	0.00	10,420.04	88.4
500.343 Beach Maintenance Contract	264,000.00	264,000.00	247,158.50	20,500.00	0.00	16,841.50	93.6
500.345 Contractual Services	26,500.00	26,500.00	26,500.00	0.00	0.00	0.00	100.0

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 9/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 572.000 Recreation							
500.347 Programs	8,500.00	8,500.00	1,350.00	0.00	0.00	7,150.00	15.9
500.430 Electric Service	800.00	800.00	544.52	82.16	0.00	255.48	68.1
500.460 Equipment Maintenance	8,000.00	13,687.00	14,445.64	2,685.80	0.00	-758.64	105.5
500.469 Buoy Maintenance	9,000.00	9,000.00	5,599.30	5,599.30	0.00	3,400.70	62.2
500.495 Special Events	70,000.00	70,000.00	62,371.89	1,873.41	0.00	7,628.11	89.1
500.510 Office Supplies	650.00	650.00	0.00	0.00	0.00	650.00	0.0
500.520 Bldg. Maintenance	45,000.00	45,000.00	41,552.32	12,203.61	0.00	3,447.68	92.3
500.536 Sea Oats	12,000.00	12,000.00	3,119.20	0.00	0.00	8,880.80	26.0
500.550 Operating Expenses	82,000.00	98,923.00	106,997.99	23,156.92	0.00	-8,074.99	108.2
500.640 Capital Outlay - Equip & Mach	32,500.00	32,500.00	41,904.80	11,352.00	0.00	-9,404.80	128.9
Recreation	650,600.00	673,210.00	631,517.19	83,936.53	0.00	41,692.81	93.8
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	0.00	2,401,467.00	1,650,000.00	0.00	0.00	751,467.00	68.7
500.915 Transfer to Parking Fund	0.00	949,490.00	949,490.00	0.00	0.00	0.00	100.0
Interfund Transfers	0.00	3,350,957.00	2,599,490.00	0.00	0.00	751,467.00	77.6
Expenditures	13,108,247.00	16,972,052.00	14,940,386.33	1,222,408.55	0.00	2,031,665.67	88.0
Net Effect for General Fund	0.00	0.00	-1,576,069.42	-581,218.69	0.00	1,576,069.42	0.0
Change in Fund Balance:			-1,576,069.42				

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For the Period: 10/1/2020 to 9/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - Special Revenue-Police Conf							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.100 Miscellaneous Revenues	0.00	0.00	626.40	0.00	0.00	-626.40	0.0
Miscellaneous Revenues	0.00	0.00	626.40	0.00	0.00	-626.40	0.0
Revenues	0.00	0.00	626.40	0.00	0.00	-626.40	0.0
Net Effect for Special Revenue-Police Conf	0.00	0.00	626.40	0.00	0.00	-626.40	0.0
Change in Fund Balance:			626.40				

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 9/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 102 - Building Fund							
Revenues							
Dept: 302.100 Building Permit and Inpection							
322.100 Building Permits	673,834.00	944,610.00	1,123,184.90	109,654.13	0.00	-178,574.90	118.9
322.105 Fire Plan Review Fees	10,000.00	10,000.00	15,512.83	1,760.00	0.00	-5,512.83	155.1
Building Permit and Inpection	683,834.00	954,610.00	1,138,697.73	111,414.13	0.00	-184,087.73	119.3
Revenues	683,834.00	954,610.00	1,138,697.73	111,414.13	0.00	-184,087.73	119.3
Expenditures							
Dept: 524.100 Building							
500.120 Regular Salaries	73,650.00	73,650.00	54,961.93	4,082.86	0.00	18,688.07	74.6
500.210 Employer FICA Taxes	5,700.00	5,700.00	4,821.03	426.43	0.00	878.97	84.6
500.220 Retirement	13,000.00	13,000.00	7,452.56	471.18	0.00	5,547.44	57.3
500.230 Group Insurance	17,154.00	17,154.00	14,714.20	1,325.00	0.00	2,439.80	85.8
500.310 Legal Expense	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.402 Building Permit Services	569,330.00	839,679.00	839,679.15	187,588.09	0.00	-0.15	100.0
500.550 Operating Expenses	0.00	427.00	426.79	0.00	0.00	0.21	100.0
Building	683,834.00	954,610.00	922,055.66	193,893.56	0.00	32,554.34	96.6
Expenditures	683,834.00	954,610.00	922,055.66	193,893.56	0.00	32,554.34	96.6
Net Effect for Building Fund	0.00	0.00	216,642.07	-82,479.43	0.00	-216,642.07	0.0
Change in Fund Balance:			216,642.07				

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Fund: 103 - Sewer Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Appropriated Fund Balance	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,128,896.00	1,128,896.00	1,303,077.39	101,160.23	0.00	-174,181.39	115.4
Charges for Services	1,128,896.00	1,128,896.00	1,303,077.39	101,160.23	0.00	-174,181.39	115.4
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	201.45	19.17	0.00	1,798.55	10.1
Miscellaneous Revenues	2,000.00	2,000.00	201.45	19.17	0.00	1,798.55	10.1
Revenues	1,130,896.00	1,230,896.00	1,303,278.84	101,179.40	0.00	-72,382.84	105.9
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	78,000.00	78,000.00	77,233.95	7,402.56	0.00	766.05	99.0
500.140 Overtime Salaries	5,250.00	5,250.00	4,952.97	585.68	0.00	297.03	94.3
500.210 Employer FICA Taxes	6,200.00	6,200.00	6,265.80	607.48	0.00	-65.80	101.1
500.220 Retirement	15,500.00	15,500.00	12,395.25	931.69	0.00	3,104.75	80.0
500.230 Group Insurance	11,178.00	11,178.00	8,922.24	487.43	0.00	2,255.76	79.8
500.315 Professional Services	12,500.00	12,500.00	0.00	0.00	0.00	12,500.00	0.0
500.340 Sewer/Wastewater	680,340.00	680,340.00	787,983.52	58,820.92	0.00	-107,643.52	115.8
500.345 Contractual Services	88,000.00	88,000.00	17,379.60	1,448.30	0.00	70,620.40	19.7
500.430 Electric Service	18,000.00	18,000.00	20,346.35	1,998.52	0.00	-2,346.35	113.0
500.431 Water Service	360.00	360.00	249.26	25.59	0.00	110.74	69.2
500.459 Sewer Line Maintenance	17,500.00	117,500.00	106,135.75	101,860.75	0.00	11,364.25	90.3
500.465 Pump Station Maintenance	3,000.00	3,000.00	376.94	0.00	0.00	2,623.06	12.6
500.497 Contingency	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.550 Operating Expenses	2,250.00	2,250.00	2,530.05	0.00	0.00	-280.05	112.4
500.630 Cap Outlay Imp other than bldg	71,993.00	71,993.00	6,314.00	6,314.00	0.00	65,679.00	8.8
500.640 Capital Outlay - Equipt & Mach	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	0.0
Sanitary Sewers	1,130,896.00	1,230,896.00	1,051,085.68	180,482.92	0.00	179,810.32	85.4
Expenditures	1,130,896.00	1,230,896.00	1,051,085.68	180,482.92	0.00	179,810.32	85.4
Net Effect for Sewer Fund	0.00	0.00	252,193.16	-79,303.52	0.00	-252,193.16	0.0
Change in Fund Balance:			252,193.16				

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 9/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 115 - Fire Fund							
Revenues							
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	1,031,646.00	1,031,646.00	1,051,359.93	0.00	0.00	-19,713.93	101.9
Fire Assessment	1,031,646.00	1,031,646.00	1,051,359.93	0.00	0.00	-19,713.93	101.9
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	33,000.00	33,000.00	34,807.74	0.00	0.00	-1,807.74	105.5
Charges for Services	33,000.00	33,000.00	34,807.74	0.00	0.00	-1,807.74	105.5
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,500.00	1,500.00	223.68	19.59	0.00	1,276.32	14.9
Miscellaneous Revenues	1,500.00	1,500.00	223.68	19.59	0.00	1,276.32	14.9
Revenues	1,066,146.00	1,066,146.00	1,086,391.35	19.59	0.00	-20,245.35	101.9
Expenditures							
Dept: 522.000 Fire Department							
500.151 Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.315 Professional Services	69,500.00	69,500.00	30,428.50	5,800.00	0.00	39,071.50	43.8
500.320 Audit Expense	8,000.00	8,000.00	8,000.00	0.00	0.00	0.00	100.0
500.345 Contractual Services	888,619.00	888,619.00	888,618.96	74,051.58	0.00	0.04	100.0
500.520 Bldg. Maintenance	250.00	250.00	2,903.00	380.00	0.00	-2,653.00	1161.2
500.624 Capital Outlay-Bldg. Improvemt	21,777.00	21,777.00	5,675.00	0.00	0.00	16,102.00	26.1
500.644 Capital Outlay-Vehicles	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.912 Transfer to General Fund	22,000.00	22,000.00	22,000.00	5,500.00	0.00	0.00	100.0
Fire Department	1,066,146.00	1,066,146.00	957,625.46	85,731.58	0.00	108,520.54	89.8
Expenditures	1,066,146.00	1,066,146.00	957,625.46	85,731.58	0.00	108,520.54	89.8
Net Effect for Fire Fund	0.00	0.00	128,765.89	-85,711.99	0.00	-128,765.89	0.0
Change in Fund Balance:			128,765.89				

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 9/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	3,000,000.00	3,000,000.00	0.00	0.00	0.00	3,000,000.00	0.0
380.204 Appropriated from El Mar Reser	672,997.00	0.00	0.00	0.00	0.00	0.00	0.0
380.207 Appropriated from General Fund	0.00	751,467.00	0.00	0.00	0.00	751,467.00	0.0
380.210 Appropriated from Parking Fund	3,697,960.00	949,490.00	949,490.00	0.00	0.00	0.00	100.0
Appropriated Fund Balance	7,370,957.00	4,700,957.00	949,490.00	0.00	0.00	3,751,467.00	20.2
Dept: 303.000 Intergovernmental Revenues							
334.928 Broward County-Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Intergovernmental Revenues	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	0.00	0.00	557.15	53.33	0.00	-557.15	0.0
361.104 Pompano Beach-Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Miscellaneous Revenues	150,000.00	150,000.00	557.15	53.33	0.00	149,442.85	0.4
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	0.00	1,650,000.00	1,650,000.00	0.00	0.00	0.00	100.0
Interfund Transfers	0.00	1,650,000.00	1,650,000.00	0.00	0.00	0.00	100.0
Revenues	7,670,957.00	6,650,957.00	2,600,047.15	53.33	0.00	4,050,909.85	39.1
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	29,720.00	29,720.00	30,114.13	3,414.32	0.00	-394.13	101.3
500.210 Employer FICA Taxes	2,300.00	2,300.00	2,276.21	233.68	0.00	23.79	99.0
500.220 Retirement	8,200.00	8,200.00	12,629.40	1,153.58	0.00	-4,429.40	154.0
500.230 Group Insurance	5,737.00	5,737.00	4,321.05	212.75	0.00	1,415.95	75.3
500.999 Contribution to Fund Balance	0.00	1,650,000.00	0.00	0.00	0.00	1,650,000.00	0.0
General	45,957.00	1,695,957.00	49,340.79	5,014.33	0.00	1,646,616.21	2.9
Dept: 519.155 A1A Hibiscus Crosswalk							
500.630 Cap Outlay Imp other than bldg	0.00	50,000.00	5,000.00	0.00	0.00	45,000.00	10.0
A1A Hibiscus Crosswalk	0.00	50,000.00	5,000.00	0.00	0.00	45,000.00	10.0
Dept: 519.162 Town Hall Complex							
500.624 Capital Outlay-Bldg. Improvemnt	0.00	125,000.00	54,244.67	0.00	0.00	70,755.33	43.4
Town Hall Complex	0.00	125,000.00	54,244.67	0.00	0.00	70,755.33	43.4
Dept: 539.157 CIP-VISITOR'S CENTER							
500.624 Capital Outlay-Bldg. Improvemnt	75,000.00	95,000.00	89,692.00	0.00	0.00	5,308.00	94.4
CIP-VISITOR'S CENTER	75,000.00	95,000.00	89,692.00	0.00	0.00	5,308.00	94.4
Dept: 559.023 Dredging Study							
500.630 Cap Outlay Imp other than bldg	0.00	0.00	1,441.25	0.00	0.00	-1,441.25	0.0
Dredging Study	0.00	0.00	1,441.25	0.00	0.00	-1,441.25	0.0
Dept: 559.024 East Terra Mar Drive							
500.630 Cap Outlay Imp other than bldg	1,150,000.00	1,150,000.00	1,055,280.34	0.00	0.00	94,719.66	91.8
East Terra Mar Drive	1,150,000.00	1,150,000.00	1,055,280.34	0.00	0.00	94,719.66	91.8
Dept: 559.025 Bel Air -Seawall Repair- East							
500.630 Cap Outlay Imp other than bldg	0.00	225,000.00	4,703.34	2,979.09	0.00	220,296.66	2.1
Bel Air -Seawall Repair- East	0.00	225,000.00	4,703.34	2,979.09	0.00	220,296.66	2.1
Dept: 559.026 Canal Dredging							
500.630 Cap Outlay Imp other than bldg	0.00	50,000.00	10,046.29	5,544.82	0.00	39,953.71	20.1
Canal Dredging	0.00	50,000.00	10,046.29	5,544.82	0.00	39,953.71	20.1

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 9/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Expenditures							
Dept: 572.107 A1A LFA Pine Ave to Terra Mar							
500.630 Cap Outlay Imp other than bldg	0.00	100,000.00	90,684.00	0.00	0.00	9,316.00	90.7
A1A LFA Pine Ave to Terra Mar	0.00	100,000.00	90,684.00	0.00	0.00	9,316.00	90.7
Dept: 572.200 Beach Renourishment							
500.630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	20,481.63	17,788.88	0.00	54,518.37	27.3
Beach Renourishment	75,000.00	75,000.00	20,481.63	17,788.88	0.00	54,518.37	27.3
Dept: 575.201 Pedestrian Amenities							
500.630 Cap Outlay Imp other than bldg	0.00	75,000.00	7,365.49	0.00	0.00	67,634.51	9.8
Pedestrian Amenities	0.00	75,000.00	7,365.49	0.00	0.00	67,634.51	9.8
Dept: 576.129 Palm Club Sewer							
500.630 Cap Outlay Imp other than bldg	2,550,000.00	2,550,000.00	843,939.42	831,678.42	0.00	1,706,060.58	33.1
Palm Club Sewer	2,550,000.00	2,550,000.00	843,939.42	831,678.42	0.00	1,706,060.58	33.1
Dept: 576.135 Street Project Codrington Driv							
500.629 Capital Outlay - Design/Permit	0.00	120,000.00	15,641.38	11,412.74	0.00	104,358.62	13.0
Street Project Codrington Driv	0.00	120,000.00	15,641.38	11,412.74	0.00	104,358.62	13.0
Dept: 576.136 Street Proj.Bougain.Poinciana							
500.629 Capital Outlay - Design/Permit	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0.0
Street Proj.Bougain.Poinciana	0.00	240,000.00	0.00	0.00	0.00	240,000.00	0.0
Dept: 576.137 Street Sufficiency Study							
500.630 Cap Outlay Imp other than bldg	0.00	25,000.00	15,160.19	6,572.84	0.00	9,839.81	60.6
Street Sufficiency Study	0.00	25,000.00	15,160.19	6,572.84	0.00	9,839.81	60.6
Dept: 577.100 Friedt Park							
500.630 Cap Outlay Imp other than bldg	25,000.00	0.00	60.00	0.00	0.00	-60.00	0.0
Friedt Park	25,000.00	0.00	60.00	0.00	0.00	-60.00	0.0
Dept: 579.169 Greenway- El Mar Drive							
500.630 Cap Outlay Imp other than bldg	3,750,000.00	75,000.00	60,963.00	0.00	0.00	14,037.00	81.3
Greenway- El Mar Drive	3,750,000.00	75,000.00	60,963.00	0.00	0.00	14,037.00	81.3
Expenditures	7,670,957.00	6,650,957.00	2,324,043.79	880,991.12	0.00	4,326,913.21	34.9
Net Effect for Capital Project Fund	0.00	0.00	276,003.36	-880,937.79	0.00	-276,003.36	0.0
Change in Fund Balance:			276,003.36				

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 9/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	3,697,960.00	0.00	0.00	0.00	0.00	0.00	0.0
Appropriated Fund Balance	3,697,960.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 302.000 Licenses & Permits							
313.101 PILOP Fee	10,537.00	10,537.00	15,000.00	5,000.00	0.00	-4,463.00	142.4
Licenses & Permits	10,537.00	10,537.00	15,000.00	5,000.00	0.00	-4,463.00	142.4
Dept: 304.000 Charges for Services							
344.500 Parking Permits	100,000.00	100,000.00	114,164.55	3,768.78	0.00	-14,164.55	114.2
344.520 Parking Agreements	62,998.00	62,998.00	65,330.76	0.00	0.00	-2,332.76	103.7
344.551 South Ocean	108,500.00	108,500.00	197,521.22	13,933.44	0.00	-89,021.22	182.0
344.552 Ocean Front Meters	250,000.00	250,000.00	330,200.42	27,620.95	0.00	-80,200.42	132.1
344.553 Commercial Blvd. Meters	140,000.00	140,000.00	117,162.59	5,349.75	0.00	22,837.41	83.7
344.554 Parking Meters - Beach	213,000.00	213,000.00	255,839.67	23,112.95	0.00	-42,839.67	120.1
344.556 El Prado Parking Lot	260,000.00	260,000.00	476,729.83	32,614.57	0.00	-216,729.83	183.4
344.558 Town Hall Parking Lot	10,000.00	10,000.00	24,612.00	1,982.85	0.00	-14,612.00	246.1
344.559 El Mar Parking Lot	175,000.00	175,000.00	237,777.75	16,935.49	0.00	-62,777.75	135.9
344.560 A1A Parking Lot	310,000.00	310,000.00	477,078.92	34,220.15	0.00	-167,078.92	153.9
344.563 Bougainvilla/ Poinciana	35,000.00	35,000.00	165,545.17	11,586.54	0.00	-130,545.17	473.0
344.564 Eastward Strand Parking Spaces	0.00	0.00	27,015.20	0.00	0.00	-27,015.20	0.0
Charges for Services	1,664,498.00	1,664,498.00	2,488,978.08	171,125.47	0.00	-824,480.08	149.5
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	75,000.00	75,000.00	194,876.20	30,721.00	0.00	-119,876.20	259.8
Fines & Forfeitures	75,000.00	75,000.00	194,876.20	30,721.00	0.00	-119,876.20	259.8
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	773.45	80.40	0.00	1,226.55	38.7
Miscellaneous Revenues	2,000.00	2,000.00	773.45	80.40	0.00	1,226.55	38.7
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	0.00	949,490.00	949,490.00	0.00	0.00	0.00	100.0
Interfund Transfers	0.00	949,490.00	949,490.00	0.00	0.00	0.00	100.0
Revenues	5,449,995.00	2,701,525.00	3,649,117.73	206,926.87	0.00	-947,592.73	135.1
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	154,300.00	154,300.00	152,693.09	16,746.97	0.00	1,606.91	99.0
500.140 Overtime Salaries	3,000.00	3,000.00	657.36	44.67	0.00	2,342.64	21.9
500.210 Employer FICA Taxes	12,000.00	12,000.00	11,394.15	1,248.31	0.00	605.85	95.0
500.220 Retirement	22,000.00	22,000.00	22,311.88	2,307.56	0.00	-311.88	101.4
500.230 Group Insurance	44,828.00	44,828.00	43,903.49	3,288.64	0.00	924.51	97.9
500.345 Contractual Services	311,974.00	311,974.00	357,533.02	71,629.34	0.00	-45,559.02	114.6
500.353 Parking Alternatives	174,000.00	174,000.00	219,711.28	14,395.98	0.00	-45,711.28	126.3
500.410 Communications	8,300.00	8,300.00	1,316.55	171.03	0.00	6,983.45	15.9
500.430 Electric Service	4,800.00	4,800.00	5,027.68	796.65	0.00	-227.68	104.7
500.431 Water Service	22,000.00	22,000.00	13,951.01	1,080.69	0.00	8,048.99	63.4
500.445 Equip Rent/Lease	13,646.00	13,646.00	12,677.92	3,872.00	0.00	968.08	92.9
500.461 Vehicle Maintenance	5,000.00	5,000.00	1,027.45	0.00	0.00	3,972.55	20.5
500.462 Fuel	6,000.00	6,000.00	4,741.78	1,065.23	0.00	1,258.22	79.0
500.463 Service Maintenance Contracts	28,710.00	28,710.00	22,770.00	0.00	0.00	5,940.00	79.3
500.497 Contingency	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
500.506 Printing & Binding	7,900.00	7,900.00	8,377.52	2,507.94	0.00	-477.52	106.0
500.508 Postage	2,000.00	2,000.00	1,257.23	50.91	0.00	742.77	62.9
500.510 Office Supplies	1,000.00	1,000.00	339.22	15.29	0.00	660.78	33.9
500.525 Uniform Expense	3,000.00	3,000.00	2,804.53	484.41	0.00	195.47	93.5
500.532 Signs	8,000.00	8,000.00	7,694.99	425.50	0.00	305.01	96.2
500.533 Parking Meter Parts-Supplies	30,750.00	30,750.00	16,040.85	715.89	0.00	14,709.15	52.2

REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

For the Period: 10/1/2020 to 9/30/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Expenditures							
Dept: 545.000 Parking Operations							
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	20,000.00	20,000.00	19,970.43	4,123.02	0.00	29.57	99.9
500.630 Cap Outlay Imp other than bldg	12,000.00	12,000.00	-90.00	0.00	0.00	12,090.00	-0.8
500.640 Capital Outlay - Equipt & Mach	28,300.00	28,300.00	18,957.62	11,533.48	0.00	9,342.38	67.0
Parking Operations	950,508.00	950,508.00	945,069.05	136,503.51	0.00	5,438.95	99.4
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	3,697,960.00	949,490.00	949,490.00	0.00	0.00	0.00	100.0
500.912 Transfer to General Fund	801,527.00	801,527.00	400,763.50	0.00	0.00	400,763.50	50.0
Interfund Transfers	4,499,487.00	1,751,017.00	1,350,253.50	0.00	0.00	400,763.50	77.1
Expenditures	5,449,995.00	2,701,525.00	2,295,322.55	136,503.51	0.00	406,202.45	85.0
Net Effect for Parking Fund	0.00	0.00	1,353,795.18	70,423.36	0.00	-1,353,795.18	0.0
Change in Fund Balance:			1,353,795.18				
Grand Total Net Effect:	0.00	0.00	651,956.64	-1,639,228.06	0.00	-651,956.64	

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of September
2021

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 9/30/2021	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	6,052,810.39	0.02%	100.87	1,514.62
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.02%	Included Above	Included Above
GENERAL FUND						BANK SUBTOTAL		100.87	1,514.62
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	174,013.06	0.09%	12.61	268.42
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	84,424.68	0.09%	6.12	130.23
GENERAL FUND						SBA SUBTOTAL		18.73	398.65
GENERAL FUND						GRAND TOTAL		119.60	1,913.27
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	14,369.43	0.02%	Included Above	Included Above
POLICE FUND						TOTAL		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,690,209.55	0.02%	19.17	201.45
SEWER FUND						TOTAL		19.17	201.45
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		1,730,779.19	0.02%	19.59	223.68
FIRE FUND						GRAND TOTAL		19.59	223.68
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	4,392,090.20	0.02%	53.33	557.15
CAPITAL IMPROVEMENT FUND						TOTAL		53.33	557.15
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	7,084,334.31	0.02%	79.87	769.39
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	47,621.00	0.02%	0.53	5.14
PARKING FUND						TOTAL		80.40	774.53
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	365,136.65	0.02%	4.26	22.95
BUILDING FUND						TOTAL		4.26	22.95
ALL FUNDS						GRAND TOTAL		296.35	3,693.03

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of September
2021

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		23,877,350.72	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		258,437.74	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		24,135,788.46	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	8,811,248.13	37%
	Police Fund	14,369.43	0%
	Sewer Fund	1,690,209.55	7%
	Fire Fund	1,730,779.19	7%
	Building Fund	365,136.65	2%
	Capital Improvement Fund	4,392,090.20	18%
	Parking Fund	7,131,955.31	30%
GRAND TOTAL		24,135,788.46	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	23,877,350.72	99%
	Florida Prime/State Board of Admin.	258,437.74	1%
GRAND TOTAL		24,135,788.46	100%

Town of Lauderdale-By-The-Sea
General Fund- Budget to Actual
Unaudited (Management use only)

For the period from October 1,2020 through September 30,2021

	Original Budget	Amended Budget	Actuals	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
Revenues					
Appropriated Fund Balance	\$ -	\$ 3,451,341	\$ -	\$ 3,451,341	-
Ad Valorem Property Taxes	9,009,684	9,009,684	9,152,260	(142,576)	101.6%
Utility Taxes	1,011,500	1,011,500	1,078,411	(66,911)	106.6%
Franchise Taxes	729,600	729,600	768,588	(38,988)	105.3%
Licenses & Permits	111,325	111,325	90,170	21,155	81.0%
Intergovernmental Revenues	1,168,927	1,581,391	1,583,503	(2,112)	100.1%
Charges for Services	10,850	10,850	9,780	1,070	90.1%
Fines & Forfeitures	71,500	71,500	40,152	31,348	56.2%
Miscellaneous Revenues	171,334	171,334	218,690	(47,356)	127.6%
Total Revenues	\$ 12,284,720	\$ 16,148,525	\$ 12,941,553	\$ 3,206,972	80.1%
Expenditures					
Commission	\$ 185,600	\$ 185,600	\$ 180,609	\$ 4,991	97.3%
Donation-Non Profits	53,259	53,259	53,259	0	100.0%
Visitor Center	73,500	109,645	86,441	23,204	78.8%
Administration	1,156,741	1,251,169	1,160,632	90,537	92.8%
Town Attorney	408,000	436,406	338,850	97,556	77.6%
General	862,960	988,267	578,886	409,381	58.6%
Business Dev & Marketing	185,465	185,465	119,275	66,190	64.3%
Police Department	5,168,897	5,212,732	5,185,682	27,050	99.5%
Emergency Medical Services	848,251	848,251	848,251	0	100.0%
Development Services	895,684	902,228	693,558	208,670	76.9%
Municipal Services - Public Works Divisior	2,619,290	2,774,863	2,463,937	310,926	88.8%
Recreation	650,600	673,210	631,517	41,693	93.8%
Total Expenditures	\$ 13,108,247	\$ 13,621,095	\$ 12,340,896	\$ 1,280,199	90.6%
Transfers					
Transfers In	\$ 823,527	\$ 823,527	\$ 422,764	\$ 400,764	51.3%
Transfers out	-	(3,350,957)	(2,599,490)	(751,467)	77.6%
Total Transfers	\$ 823,527	\$ (2,527,430)	\$ (2,176,727)	\$ (350,704)	86.1%
Change in Fund Balance	-	-	(1,576,069)		
Fund balance, beginning of year	10,172,417	10,172,417	10,172,417		
Fund balance, end of year	\$ 10,172,417	\$ 10,172,417	\$ 8,596,348		

Town of Lauderdale-By-The-Sea
Building Fund- Budget to Actual
Unaudited (Management use only)

For the period from October 1,2020 through September 30,2021

	<u>Original Budget</u>	<u>Amended Budget</u>	<u>Actuals</u>	<u>Amended Budget less Actuals and Encumbrances</u>	<u>% Budget Used vs. Actuals & Encumbrances</u>
Revenues					
Building Permit and Inspection	\$ 683,834	\$ 954,610	\$ 1,138,698	\$ (184,088)	119.3%
Total Revenues	<u>\$ 683,834</u>	<u>\$ 954,610</u>	<u>\$ 1,138,698</u>	<u>\$ (184,088)</u>	119.3%
Expenditures					
Building	\$ 683,834	\$ 954,610	\$ 922,056	\$ 32,554	96.6%
Total Expenditures	<u>\$ 683,834</u>	<u>\$ 954,610</u>	<u>\$ 922,056</u>	<u>\$ 32,554</u>	96.6%
Transfers					
Transfers In	-	-	-	-	
Transfers out	-	-	-	-	
Total Transfers	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Change in Fund Balance	-	-	\$ 216,642.00		
Fund balance, beginning of year	(5,432.00)	(5,432.00)	(5,432.00)		
Fund balance, end of year	<u>(5,432.00)</u>	<u>(5,432.00)</u>	<u>\$ 211,210.00</u>		

Town of Lauderdale-By-The-Sea
Fire Fund- Budget to Actual
Unaudited (Management use only)
For the period from October 1,2020 through September 30,2021

	Original Budget	Amended Budget	Actuals	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
Revenues					
Fire Assessment	1,031,646	1,031,646	1,051,360	(19,714)	101.9%
Charges for Services	33,000	33,000	34,808	(1,808)	105.5%
Miscellaneous Revenues	1,500	1,500	224	1,276	14.9%
Total Revenues	<u>\$ 1,066,146</u>	<u>\$ 1,066,146</u>	<u>\$ 1,086,391</u>	<u>\$ (20,245)</u>	101.9%
Expenditures					
Fire Department	\$ 1,066,146	\$ 1,066,146	\$ 957,625	\$ 108,521	89.8%
Total Expenditures	<u>\$ 1,066,146</u>	<u>\$ 1,066,146</u>	<u>\$ 957,625</u>	<u>\$ 108,521</u>	89.8%
Transfers					
Transfers In	-	-	-	-	
Transfers out	-	-	-	-	
Total Transfers	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	
Change in Fund Balance	-	-	128,766		
Fund balance, beginning of year	<u>1,579,367</u>	<u>1,579,367</u>	1,579,367		
Fund balance, end of year	<u>\$ 1,579,367</u>	<u>\$ 1,579,367</u>	<u>\$ 1,708,133</u>		

Town of Lauderdale-By-The-Sea
Capital Fund- Budget to Actual
Unaudited (Management use only)
For the period from October 1,2020 through September 30,2021

	Original Budget	Amended Budget	Actuals	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
Revenues					
Appropriated Fund Balance	7,370,957	4,700,957	949,490	3,751,467	20.2%
Intergovernmental Revenues	150,000	150,000	0	150,000	0.0%
Miscellaneous Revenues	150,000	150,000	557	149,443	0.4%
Total Revenues	\$ 7,670,957	\$ 5,000,957	\$ 950,047	\$ 4,050,910	19.0%
Expenditures					
General	\$ 45,957	\$ 1,695,957	\$ 49,341	\$ 1,646,616	2.9%
A1A Hibiscus Crosswalk	-	50,000	5,000	45,000	10.0%
Town Hall Complex	-	125,000	54,245	70,755	43.4%
CIP-VISITOR'S CENTER	75,000	95,000	89,692	5,308	94.4%
Dredging Study	-	0	1,441	(1,441.25)	0.0%
East Terra Mar Drive	1,150,000	1,150,000	1,055,280	94,720	91.8%
Bel Air -Seawall Repair- East	-	225,000	4,703	220,297	2.1%
Canal Dredging	-	50,000	10,046	39,954	20.1%
A1A LFA Pine Ave to Terra Mar	-	100,000	90,684	9,316	90.7%
Beach Renourishment	75,000	75,000	20,482	54,518	27.3%
Pedestrian Amenities	-	75,000	7,365	67,635	9.8%
Palm Club Sewer	2,550,000	2,550,000	843,939	1,706,061	33.1%
Street Project Codrington Drive	-	120,000	15,641	104,359	13.0%
Street Project-Bougainvillea/PoINCIANA	-	240,000	0	240,000	0.0%
Street Sufficiency Study	-	25,000	15,160	9,840	60.6%
Friedt Park	25,000	0	60	-60	0.0%
Greenway- El Mar Drive	3,750,000	75,000	60,963	14,037	81.3%
Total Expenditures	\$ 7,670,957	\$ 6,650,957	\$ 2,324,044	\$ 4,326,913	34.9%
Transfers					
Transfers In	-	1,650,000	1,650,000	-	100.0%
Transfers out	-	-	-	-	-
Total Transfers		1,650,000	1,650,000		
Change in Fund Balance	-	-	276,003		
Fund balance, beginning of year	3,540,598	3,540,598	3,540,598		
Fund balance, end of year	\$ 3,540,598	\$ 3,540,598	\$ 3,816,601		

Town of Lauderdale-By-The-Sea
Sewer Fund- Budget to Actual
Unaudited (Management use only)

For the period from October 1,2020 through September 30,2021

	Original Budget	Amended Budget	Actuals	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
Revenues					
Appropriated Fund Balance	\$ -	100,000		100,000	0.0%
Charges for Services	1,128,896	1,128,896	1,303,077	(174,181)	115.4%
Miscellaneous Revenues	2,000	2,000	201	1,799	10.1%
Total Revenues	<u>\$ 1,130,896</u>	<u>\$ 1,230,896</u>	<u>\$ 1,303,278</u>	<u>\$ (72,382)</u>	105.9%
Expenditures					
Sanitary Sewers	\$ 1,130,896	\$ 1,230,896	\$ 1,051,086	\$ 179,810	85.4%
Total Expenditures	<u>\$ 1,130,896</u>	<u>\$ 1,230,896</u>	<u>\$ 1,051,086</u>	<u>\$ 179,810</u>	85.4%
Transfers					
Transfers In	-	-	-	-	-
Transfers out	-	-	-	-	-
Total Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	-
Change in Fund Balance	-	-	252,193.00		
Fund balance, beginning of year	4,057,398.79	4,057,398.79	4,057,398.79		
Fund balance, end of year	<u>\$ 4,057,399</u>	<u>\$ 4,057,399</u>	<u>\$ 4,309,592</u>		

Town of Lauderdale-By-The-Sea
Parking Fund- Budget to Actual
Unaudited (Management use only)

For the period from October 1,2020 through September 30,2021

	Original Budget	Amended Budget	Actuals	Amended Budget less Actuals and Encumbrances	% Budget Used vs. Actuals & Encumbrances
Revenues					
Appropriated Fund Balance	\$ 3,697,960	-	-	-	0.0%
Licenses & Permits	\$ 10,537	10,537	15,000	(4,463)	142.2%
Charges for Services	1,664,498	1,664,498	2,488,978	824,408	149.5%
Fines & Forfeitures	75,000	75,000	194,876	119,876	259.8%
Miscellaneous revenues	2,000	2,000	773	1,227	38.7%
Total Revenues	\$ 5,449,995	\$ 1,752,035	\$ 2,699,627	\$ 941,048	154.1%
Expenditures					
Parking operations	950,508	950,508	945,069	5,439	99.4%
Total expenditures	\$ 950,508	\$ 950,508	\$ 945,069	\$ 5,439	99.4%
Transfers					
Transfers In	\$ -	\$ 949,490	\$ 949,490	\$ -	100.0%
Transfers out	(4,499,487)	(1,751,017)	(1,350,253)	400,764	77.1%
Total Transfers	\$ (4,499,487)	\$ (801,527)	\$ (400,763)	\$ 400,764	50.0%
Change in Fund Balance	-	-	1,353,795		
Fund balance, beginning of year	17,181,289	17,181,289	17,181,289		
Fund balance, end of year	\$ 17,181,289	\$ 17,181,289	\$ 18,535,084		



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Lucila Lang, Director of Finance & Budget

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: October Finance Report

Explanation: Presented is the October 2021 Financial Report which consists of the attached Revenue Expenditure Report (Exhibit 1) and the Cash and Investment Report (Exhibit 2).

October is the first month of fiscal year 2021/2022.

The following is a summary of the operating results through 10/31/21:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues Amount	% of Budget	YTD Expenditures Amount	% of Budget	Net Amount
General Fund	\$ 14,287,803.00	\$ 1,688,752.00	\$ 12,599,051.00	\$ 96,144.21	0.76%	\$ 981,598.60	7.79%	\$ (885,454.39)
Building Fund	\$ 874,683.00	\$ 50,000.00	\$ 824,683.00	\$ 94,844.13	11.50%	\$ 4,828.36	0.59%	\$ 90,015.77
Sewer Fund	\$ 1,394,936.00	\$ 200,281.00	\$ 1,194,655.00	\$ 105,388.71	8.82%	\$ 69,387.98	5.81%	\$ 36,000.73
Fire Fund	\$ 1,945,755.00	\$ 898,507.00	\$ 1,047,248.00	\$ 28,542.74	2.73%	\$ 82,244.58	7.85%	\$ (53,701.84)
Capital Fund	\$ 6,053,309.00	\$ 2,733,903.00	\$ 3,319,406.00	\$ 1,668,844.00	50.28%	\$ 3,204.00	0.05%	\$ 1,665,640.00
Parking Fund	\$ 2,294,883.00		\$ 2,294,883.00	\$ 215,757.64	9.40%	\$ 36,510.31	1.59%	\$ 179,247.33
Grand Total	\$ 26,851,369.00	\$ 5,571,443.00	\$ 21,279,926.00	\$ 2,209,521.43		\$ 1,177,773.83		\$ 1,031,747.60

Notable items this month are as follows:

General Fund:

- During October the Town did not collect any ad valorem revenues. This is consistent with our expectations. The Town will begin receiving these in November with a large bulk in December.
- Due to the fact that most revenue items are received one month in arrears, most of the revenues that were collected in October were applied to the prior fiscal year. Therefore, despite the fact that the summary report presented above shows that General Fund expenditures exceed revenues by approximately \$885K, this is consistent with the Town's expectations.

- Expenditures in the group insurance accounts all exceeded expectations because the Town paid for the “Employee Benefit Cards” in October.
- Several service contracts are renewed in October for the full year, but the budget assumes those expenses are equal across the fiscal year, so those accounts appear to be overbudget.
- The same holds true for the Town’s commercial insurance package, while some are paid in full in October others are paid on a quarterly basis.

Building Fund:

- CAP’s bill for “building permit services” for the prior month is received one month later. Therefore, October’s invoice will be received in November which is why the expense has not been recorded.

Sewer Fund:

- Sewer fund activity is within expectations for the first month of the fiscal year.

Fire Fund:

- As expected, the Town did not receive any fire assessment fee revenue in October. The first fire assessment fee distribution is usually received in late November and should be reflected in the November Finance report.

Capital Projects Fund:

- The Town received the first payment from the American Rescue Plan Act in the amount of \$1,668,844.00.
- Minimal activity for this month for projects; see chart below:

<u>CIP Projects</u>	<u>Budget</u>	<u>October Expenditures</u>	<u>YTD Expenditures</u>	<u>% Completion</u>
Town Hall Complex	\$ 251,000.00	\$ -	\$ -	0.00%
Downtown Parking Reconfiguration	\$ 350,000.00	\$ 1,133.68	\$ 1,133.68	0.32%
Canal Dredging	\$ 70,000.00	\$ -	\$ -	0.00%
Storm Water Rate Study	\$ 40,000.00	\$ -	\$ -	0.00%
East Tradewinds Improvement	\$ 50,000.00	\$ -	\$ -	0.00%
Pedestrian Amenities	\$ 150,000.00	\$ -	\$ -	0.00%
Palm Club Sewer	\$ 1,450,000.00	\$ -	\$ -	0.00%
Street Project-Codrington Drive	\$ 1,150,000.00	\$ -	\$ -	0.00%
Dog Park Pilot	\$ 50,000.00	\$ -	\$ -	0.00%
Greenway-El Mar Drive	\$ 2,327,566.00	\$ -	\$ -	0.00%
Totals:	\$ 5,888,566.00	\$ 1,133.68	\$ 1,133.68	

Parking Fund:

- Parking revenues and expenditures are all generally in line with expectations.

	<u>June, 2020</u>		<u>July, 2020</u>		<u>August, 2020</u>		<u>September, 2020</u>		<u>October, 2020</u>						
South Ocean	\$	16,195.26	\$	8,787.36	\$	12,779.44	\$	12,961.62	\$	6,949.75					
Ocean Front Meters	\$	28,582.27	\$	22,894.92	\$	22,679.73	\$	27,274.97	\$	22,452.33					
Commercial Blvd. Meters	\$	17,692.03	\$	4,614.52	\$	7,175.61	\$	8,185.63	\$	5,888.66					
Parking Meters-Beach	\$	22,020.55	\$	25,203.63	\$	22,672.01	\$	24,986.06	\$	15,626.15					
El Prado Parking Lot	\$	38,083.73	\$	28,896.72	\$	33,239.92	\$	37,352.23	\$	21,992.26					
Town Hall Parking Lot	\$	2,750.95	\$	2,947.66	\$	2,801.73	\$	2,283.66	\$	310.94					
El Mar Parking Lot	\$	16,720.83	\$	14,902.15	\$	16,414.49	\$	19,556.41	\$	16,086.91					
A1A Parking Lot	\$	39,048.85	\$	23,389.27	\$	29,524.19	\$	32,479.65	\$	22,429.63					
Bougainvilla/Poinciana	\$	9,057.32	\$	5,873.44	\$	10,776.04	\$	11,601.20	\$	7,154.01					
Eastward Strand Parking Spaces	\$	7,055.66	\$	5,823.36	\$	6,494.94	\$	7,566.36	\$	5,693.78					
	\$197,207.45		\$143,333.03		\$164,558.10		\$184,247.79		\$124,584.42						
	<u>June, 2021</u>		<u>July, 2021</u>		<u>August, 2021</u>		<u>September, 2021</u>		<u>October, 2021</u>						
South Ocean	\$	22,719.60	40.29%	\$	19,279.13	119.40%	\$	18,983.66	48.55%	\$	13,933.44	6.97%	\$	13,125.30	88.86%
Ocean Front Meters	\$	35,277.03	23.42%	\$	27,556.91	20.36%	\$	33,380.69	47.18%	\$	27,620.95	1.25%	\$	26,618.70	18.56%
Commercial Blvd. Meters	\$	13,515.16	-23.61%	\$	9,776.84	111.87%	\$	11,055.67	54.07%	\$	5,349.75	-53.01%	\$	5,145.95	-12.61%
Parking Meters-Beach	\$	25,273.92	14.77%	\$	21,594.65	-14.32%	\$	23,261.98	2.60%	\$	23,112.95	-8.10%	\$	13,568.30	-13.17%
Palm Portal-FDG													\$	5,631.62	0.00%
El Prado Parking Lot	\$	52,025.17	36.61%	\$	45,327.78	56.86%	\$	45,465.96	36.78%	\$	32,614.57	-14.53%	\$	31,559.20	43.50%
Town Hall Parking Lot	\$	1,968.12	-28.46%	\$	2,616.16	-11.25%	\$	1,982.14	-29.25%	\$	1,982.85	-15.17%	\$	2,049.66	559.18%
El Mar Parking Lot	\$	25,368.90	51.72%	\$	19,331.80	29.72%	\$	22,499.36	37.07%	\$	16,935.49	-15.48%	\$	18,370.85	14.20%
A1A Parking Lot	\$	56,066.65	43.58%	\$	44,721.77	91.21%	\$	46,296.40	56.81%	\$	34,220.15	5.09%	\$	37,401.42	66.75%
Bougainvilla/Poinciana	\$	18,672.82	106.16%	\$	14,544.21	147.63%	\$	15,493.58	43.78%	\$	11,586.54	-0.13%	\$	11,509.14	60.88%
	\$250,887.37		\$204,749.25		\$218,419.44		\$167,356.69		\$164,980.14						
Change from last fiscal year:	\$	53,679.92		\$	61,416.22		\$	53,861.34		\$	(16,891.10)		\$	40,395.72	

The top producing lots for October 2021 are:

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

Attachments: Ex.1 – Revenue Expenditure Report
Ex.2 – Cash & Investment Report

REVENUE/EXPENDITURE REPORT

Page: 1

12/3/2021

8:09 am

Town of Lauderdale by the Sea

For the Period: 10/1/2021 to 10/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	1,688,752.00	1,688,752.00	0.00	0.00	0.00	1,688,752.00	0.0
Appropriated Fund Balance	1,688,752.00	1,688,752.00	0.00	0.00	0.00	1,688,752.00	0.0
Dept: 301.000 Ad Valorem Property Taxes							
311.100 Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	0.00	0.00	0.00	8,996,323.00	0.0
Ad Valorem Property Taxes	8,996,323.00	8,996,323.00	0.00	0.00	0.00	8,996,323.00	0.0
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	897,700.00	897,700.00	0.00	0.00	0.00	897,700.00	0.0
311.440 Gas Utility Tax	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.0
314.300 Water Utility Tax	167,400.00	167,400.00	0.00	0.00	0.00	167,400.00	0.0
Utility Taxes	1,083,100.00	1,083,100.00	0.00	0.00	0.00	1,083,100.00	0.0
Dept: 301.600 Franchise Taxes							
313.100 FI Power & Light Franchise	600,500.00	600,500.00	0.00	0.00	0.00	600,500.00	0.0
313.300 Waste Franchise Collection	171,000.00	171,000.00	0.00	0.00	0.00	171,000.00	0.0
313.301 Waste Franchise Adm-Fee	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
313.400 Gas Franchise	19,000.00	19,000.00	0.00	0.00	0.00	19,000.00	0.0
313.600 Towing Franchise Fees	700.00	700.00	0.00	0.00	0.00	700.00	0.0
Franchise Taxes	800,200.00	800,200.00	0.00	0.00	0.00	800,200.00	0.0
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	86,000.00	86,000.00	60,760.39	60,760.39	0.00	25,239.61	70.7
321.110 Sidewalk Cafe ROW	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
322.150 Miscellaneous Permits	500.00	500.00	0.00	0.00	0.00	500.00	0.0
322.400 Sign Permits	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
Licenses & Permits	129,500.00	129,500.00	60,760.39	60,760.39	0.00	68,739.61	46.9
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	169,000.00	169,000.00	13,965.53	13,965.53	0.00	155,034.47	8.3
311.150 Alcoholic Beverage License	16,700.00	16,700.00	97.89	97.89	0.00	16,602.11	0.6
311.180 Sales Tax	422,700.00	422,700.00	0.00	0.00	0.00	422,700.00	0.0
312.405 Local Op Gas Tax 1 - 6 cent	67,499.00	67,499.00	0.00	0.00	0.00	67,499.00	0.0
312.410 Local Op Gas Tax 1 - 5 cent	47,857.00	47,857.00	0.00	0.00	0.00	47,857.00	0.0
315.100 Communication Service Tax	321,000.00	321,000.00	0.00	0.00	0.00	321,000.00	0.0
334.910 BCC-Senior Center Grant	19,233.00	19,233.00	0.00	0.00	0.00	19,233.00	0.0
334.914 BCC-Transportation Grant	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
334.915 FDOT-Reimbursable Grant	18,606.00	18,606.00	0.00	0.00	0.00	18,606.00	0.0
334.932 DUNE MANAGEMENT GRANT	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Intergovernmental Revenues	1,262,595.00	1,262,595.00	14,063.42	14,063.42	0.00	1,248,531.58	1.1
Dept: 304.000 Charges for Services							
343.902 Site Plan Application Fees	1,650.00	1,650.00	0.00	0.00	0.00	1,650.00	0.0
347.500 Tennis - Shuffle Key	6,000.00	6,000.00	270.00	270.00	0.00	5,730.00	4.5
Charges for Services	7,650.00	7,650.00	270.00	270.00	0.00	7,380.00	3.5
Dept: 305.000 Fines & Forfeitures							
354.150 Fines,TrafficViolation,Citatio	32,000.00	32,000.00	0.00	0.00	0.00	32,000.00	0.0
354.160 Code Enforcement Fines	25,000.00	25,000.00	1,025.00	1,025.00	0.00	23,975.00	4.1
359.100 Other Fines & Alarms	3,000.00	3,000.00	1,075.00	1,075.00	0.00	1,925.00	35.8
Fines & Forfeitures	60,000.00	60,000.00	2,100.00	2,100.00	0.00	57,900.00	3.5
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	30,000.00	30,000.00	20.63	20.63	0.00	29,979.37	0.1
362.000 Rent/Lease Royalties	79,503.00	79,503.00	6,637.69	6,637.69	0.00	72,865.31	8.3
366.100 Donations	6,000.00	6,000.00	8,150.00	8,150.00	0.00	-2,150.00	135.8
369.100 Miscellaneous Revenues	75,000.00	75,000.00	3,772.08	3,772.08	0.00	71,227.92	5.0
369.200 Miscellaneous Applications	15,000.00	15,000.00	250.00	250.00	0.00	14,750.00	1.7
369.201 Miscellaneous MerchandiseSales	0.00	0.00	5.00	5.00	0.00	-5.00	0.0
369.250 Recreational Activities Fee	1,430.00	1,430.00	15.00	15.00	0.00	1,415.00	1.0

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Town of Lauderdale by the Sea

For the Period: 10/1/2021 to 10/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.500 Miscellaneous Lobbyist	250.00	250.00	100.00	100.00	0.00	150.00	40.0
369.901 Insurance Reimbursement	30,500.00	30,500.00	0.00	0.00	0.00	30,500.00	0.0
Miscellaneous Revenues	237,683.00	237,683.00	18,950.40	18,950.40	0.00	218,732.60	8.0
Dept: 581.100 Interfund Transfers							
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.0
Interfund Transfers	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.0
Revenues	14,287,803.00	14,287,803.00	96,144.21	96,144.21	0.00	14,191,658.79	0.7
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	68,415.00	68,415.00	2,775.34	2,775.34	0.00	65,639.66	4.1
500.210 Employer FICA Taxes	5,234.00	5,234.00	195.75	195.75	0.00	5,038.25	3.7
500.220 Retirement	35,179.00	35,179.00	1,427.09	1,427.09	0.00	33,751.91	4.1
500.230 Group Insurance	82,347.00	82,347.00	10,575.42	10,575.42	0.00	71,771.58	12.8
500.345 Contractual Services	4,500.00	4,500.00	356.25	356.25	0.00	4,143.75	7.9
500.510 Office Supplies	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.512 Elections	13,400.00	13,400.00	0.00	0.00	0.00	13,400.00	0.0
500.540 Dues & Subscriptions	2,700.00	2,700.00	350.00	350.00	0.00	2,350.00	13.0
500.545 Training	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.550 Operating Expenses	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
Commission	233,275.00	233,275.00	15,679.85	15,679.85	0.00	217,595.15	6.7
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	63,259.00	63,259.00	4,000.00	4,000.00	0.00	59,259.00	6.3
Donation-Non Profits	63,259.00	63,259.00	4,000.00	4,000.00	0.00	59,259.00	6.3
Dept: 511.200 Visitor Center							
500.120 Regular Salaries	13,427.00	13,427.00	506.56	506.56	0.00	12,920.44	3.8
500.140 Overtime Salaries	1,500.00	1,500.00	14.76	14.76	0.00	1,485.24	1.0
500.210 Employer FICA Taxes	1,142.00	1,142.00	38.75	38.75	0.00	1,103.25	3.4
500.220 Retirement	1,453.00	1,453.00	50.66	50.66	0.00	1,402.34	3.5
500.230 Group Insurance	4,019.00	4,019.00	526.19	526.19	0.00	3,492.81	13.1
500.340 Sewer/Wastewater	3,300.00	3,300.00	252.97	252.97	0.00	3,047.03	7.7
500.430 Electric Service	1,600.00	1,600.00	104.43	104.43	0.00	1,495.57	6.5
500.431 Water Service	3,000.00	3,000.00	265.28	265.28	0.00	2,734.72	8.8
500.520 Bldg. Maintenance	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.550 Operating Expenses	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.553 Visitor Center Staff Salaries	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	0.0
Visitor Center	104,441.00	104,441.00	1,759.60	1,759.60	0.00	102,681.40	1.7
Dept: 513.000 Administration							
500.120 Regular Salaries	596,812.00	596,812.00	23,091.47	23,091.47	0.00	573,720.53	3.9
500.121 Temporary Salaries/ Interns	15,000.00	15,000.00	706.20	706.20	0.00	14,293.80	4.7
500.140 Overtime Salaries	2,500.00	2,500.00	35.68	35.68	0.00	2,464.32	1.4
500.210 Employer FICA Taxes	45,848.00	45,848.00	1,828.10	1,828.10	0.00	44,019.90	4.0
500.220 Retirement	101,767.00	101,767.00	3,861.01	3,861.01	0.00	97,905.99	3.8
500.230 Group Insurance	156,748.00	156,748.00	15,030.82	15,030.82	0.00	141,717.18	9.6
500.315 Professional Services	54,000.00	54,000.00	0.00	0.00	0.00	54,000.00	0.0
500.320 Audit Expense	38,000.00	38,000.00	0.00	0.00	0.00	38,000.00	0.0
500.344 HR Expenses	5,000.00	5,000.00	75.15	75.15	0.00	4,924.85	1.5
500.345 Contractual Services	45,840.00	45,840.00	1,076.68	1,076.68	0.00	44,763.32	2.3
500.463 Service Maintenance Contracts	21,300.00	21,300.00	8,011.29	8,011.29	0.00	13,288.71	37.6
500.506 Printing & Binding	3,500.00	3,500.00	3,778.00	3,778.00	0.00	-278.00	107.9
500.508 Postage	4,500.00	4,500.00	996.44	996.44	0.00	3,503.56	22.1
500.510 Office Supplies	6,000.00	6,000.00	503.45	503.45	0.00	5,496.55	8.4
500.540 Dues & Subscriptions	7,795.00	7,795.00	1,712.75	1,712.75	0.00	6,082.25	22.0
500.545 Training	10,800.00	10,800.00	310.51	310.51	0.00	10,489.49	2.9

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Town of Lauderdale by the Sea

For the Period: 10/1/2021 to 10/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 513.000 Administration							
500.550 Operating Expenses	15,820.00	15,820.00	574.15	574.15	0.00	15,245.85	3.6
Administration	1,131,230.00	1,131,230.00	61,591.70	61,591.70	0.00	1,069,638.30	5.4
Dept: 514.000 Town Attorney							
500.310 Legal Expense	315,000.00	315,000.00	34,170.65	34,170.65	0.00	280,829.35	10.8
500.314 Litigation	105,000.00	105,000.00	187.79	187.79	0.00	104,812.21	0.2
500.319 Ethics Research, Training & Op	6,000.00	6,000.00	1,649.80	1,649.80	0.00	4,350.20	27.5
Town Attorney	426,000.00	426,000.00	36,008.24	36,008.24	0.00	389,991.76	8.5
Dept: 519.000 General							
500.120 Regular Salaries	162,750.00	162,750.00	6,269.24	6,269.24	0.00	156,480.76	3.9
500.210 Employer FICA Taxes	12,451.00	12,451.00	482.34	482.34	0.00	11,968.66	3.9
500.220 Retirement	17,610.00	17,610.00	709.54	709.54	0.00	16,900.46	4.0
500.230 Group Insurance	33,808.00	33,808.00	4,280.87	4,280.87	0.00	29,527.13	12.7
500.311 Advertisements	12,000.00	12,000.00	539.45	539.45	0.00	11,460.55	4.5
500.315 Professional Services	40,000.00	40,000.00	2,500.00	2,500.00	0.00	37,500.00	6.3
500.345 Contractual Services	40,200.00	40,200.00	4,160.72	4,160.72	0.00	36,039.28	10.4
500.349 Community Bus	160,216.00	160,216.00	10,604.12	10,604.12	0.00	149,611.88	6.6
500.451 Auto, Property & Liability Ins	134,800.00	134,800.00	64,718.50	64,718.50	0.00	70,081.50	48.0
500.452 Workers Compensation Insur	44,000.00	44,000.00	9,805.25	9,805.25	0.00	34,194.75	22.3
500.463 Service Maintenance Contracts	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0
500.497 Contingency	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.506 Printing & Binding	18,500.00	18,500.00	0.00	0.00	0.00	18,500.00	0.0
500.508 Postage	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.511 Computer Expense	91,575.00	91,575.00	9,698.31	9,698.31	0.00	81,876.69	10.6
500.525 Uniform Expense	225.00	225.00	0.00	0.00	0.00	225.00	0.0
500.545 Training	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.550 Operating Expenses	23,000.00	23,000.00	650.00	650.00	0.00	22,350.00	2.8
500.552 Recycling and Solid Waste Exp	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
General	936,635.00	936,635.00	114,418.34	114,418.34	0.00	822,216.66	12.2
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	34,700.00	34,700.00	0.00	0.00	0.00	34,700.00	0.0
500.315 Professional Services	91,500.00	91,500.00	0.00	0.00	0.00	91,500.00	0.0
500.345 Contractual Services	17,758.00	17,758.00	0.00	0.00	0.00	17,758.00	0.0
500.495 Special Events	9,400.00	9,400.00	0.00	0.00	0.00	9,400.00	0.0
500.506 Printing & Binding	15,275.00	15,275.00	0.00	0.00	0.00	15,275.00	0.0
500.540 Dues & Subscriptions	1,780.00	1,780.00	104.00	104.00	0.00	1,676.00	5.8
500.550 Operating Expenses	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Business Dev & Marketing	171,413.00	171,413.00	104.00	104.00	0.00	171,309.00	0.1
Dept: 521.000 Police Department							
500.141 BSO Overtime	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	0.0
500.345 Contractual Services	5,378,907.00	5,378,907.00	448,242.25	448,242.25	0.00	4,930,664.75	8.3
500.352 Contract Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.520 Bldg. Maintenance	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
500.550 Operating Expenses	5,000.00	5,000.00	1,036.98	1,036.98	0.00	3,963.02	20.7
500.640 Capital Outlay - Equip & Mach	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.0
Police Department	5,472,607.00	5,472,607.00	449,279.23	449,279.23	0.00	5,023,327.77	8.2
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	873,699.00	873,699.00	72,808.25	72,808.25	0.00	800,890.75	8.3
Emergency Medical Services	873,699.00	873,699.00	72,808.25	72,808.25	0.00	800,890.75	8.3
Dept: 524.000 Development Services							
500.120 Regular Salaries	272,842.00	272,842.00	6,904.48	6,904.48	0.00	265,937.52	2.5
500.140 Overtime Salaries	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.210 Employer FICA Taxes	21,255.00	21,255.00	516.71	516.71	0.00	20,738.29	2.4
500.220 Retirement	61,131.00	61,131.00	1,946.83	1,946.83	0.00	59,184.17	3.2
500.230 Group Insurance	74,259.00	74,259.00	5,396.66	5,396.66	0.00	68,862.34	7.3

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Town of Lauderdale by the Sea

For the Period: 10/1/2021 to 10/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 524.000 Development Services							
500.315 Professional Services	66,500.00	66,500.00	0.00	0.00	0.00	66,500.00	0.0
500.345 Contractual Services	319,574.00	319,574.00	31,102.55	31,102.55	0.00	288,471.45	9.7
500.461 Vehicle Maintenance	250.00	250.00	24.98	24.98	0.00	225.02	10.0
500.462 Fuel	500.00	500.00	41.11	41.11	0.00	458.89	8.2
500.463 Service Maintenance Contracts	6,600.00	6,600.00	931.85	931.85	0.00	5,668.15	14.1
500.506 Printing & Binding	1,300.00	1,300.00	177.37	177.37	0.00	1,122.63	13.6
500.508 Postage	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.510 Office Supplies	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
500.525 Uniform Expense	600.00	600.00	0.00	0.00	0.00	600.00	0.0
500.540 Dues & Subscriptions	3,300.00	3,300.00	0.00	0.00	0.00	3,300.00	0.0
500.545 Training	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
500.550 Operating Expenses	9,000.00	9,000.00	75.00	75.00	0.00	8,925.00	0.8
Development Services	854,111.00	854,111.00	47,117.54	47,117.54	0.00	806,993.46	5.5
Dept: 541.100 Mun Svcs - Public Works Div							
500.120 Regular Salaries	888,471.00	888,471.00	33,822.05	33,822.05	0.00	854,648.95	3.8
500.140 Overtime Salaries	50,000.00	50,000.00	612.38	612.38	0.00	49,387.62	1.2
500.210 Employer FICA Taxes	71,793.00	71,793.00	2,613.00	2,613.00	0.00	69,180.00	3.6
500.220 Retirement	112,979.00	112,979.00	4,858.14	4,858.14	0.00	108,120.86	4.3
500.230 Group Insurance	285,494.00	285,494.00	35,292.35	35,292.35	0.00	250,201.65	12.4
500.315 Professional Services	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	0.0
500.340 Sewer/Wastewater	14,000.00	14,000.00	753.89	753.89	0.00	13,246.11	5.4
500.345 Contractual Services	322,817.00	322,817.00	8,603.10	8,603.10	0.00	314,213.90	2.7
500.410 Communications	41,800.00	41,800.00	3,891.10	3,891.10	0.00	37,908.90	9.3
500.430 Electric Service	48,000.00	48,000.00	3,704.48	3,704.48	0.00	44,295.52	7.7
500.431 Water Service	160,000.00	160,000.00	14,738.81	14,738.81	0.00	145,261.19	9.2
500.433 Electric Service-Streets	62,500.00	62,500.00	4,517.35	4,517.35	0.00	57,982.65	7.2
500.445 Equip Rent/Lease	17,500.00	17,500.00	382.80	382.80	0.00	17,117.20	2.2
500.460 Equipment Maintenance	27,080.00	27,080.00	379.41	379.41	0.00	26,700.59	1.4
500.461 Vehicle Maintenance	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.0
500.462 Fuel	24,000.00	24,000.00	1,621.02	1,621.02	0.00	22,378.98	6.8
500.463 Service Maintenance Contracts	20,705.00	20,705.00	1,134.45	1,134.45	0.00	19,570.55	5.5
500.470 Radio Maintenance	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	0.0
500.498 Storm Drain Rehab/Maint	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.508 Postage	250.00	250.00	0.00	0.00	0.00	250.00	0.0
500.510 Office Supplies	1,750.00	1,750.00	0.00	0.00	0.00	1,750.00	0.0
500.520 Bldg. Maintenance	65,000.00	65,000.00	3,077.97	3,077.97	0.00	61,922.03	4.7
500.525 Uniform Expense	12,000.00	12,000.00	1,285.98	1,285.98	0.00	10,714.02	10.7
500.529 Street Light Maintenance	35,000.00	35,000.00	892.50	892.50	0.00	34,107.50	2.6
500.530 Street Maint Repair Supply	85,000.00	85,000.00	1,225.49	1,225.49	0.00	83,774.51	1.4
500.531 Grounds Maint/Landscaping	50,000.00	50,000.00	1,659.60	1,659.60	0.00	48,340.40	3.3
500.532 Signs	12,500.00	12,500.00	985.29	985.29	0.00	11,514.71	7.9
500.534 Sidewalk Maint Repair	15,000.00	15,000.00	5,796.74	5,796.74	0.00	9,203.26	38.6
500.535 Flags	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
500.540 Dues & Subscriptions	2,285.00	2,285.00	500.00	500.00	0.00	1,785.00	21.9
500.545 Training	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.547 Hurricane Expenditure	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
500.550 Operating Expenses	70,000.00	70,000.00	1,479.23	1,479.23	0.00	68,520.77	2.1
500.624 Capital Outlay-Bldg. Improvemnt	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.640 Capital Outlay - Equipt & Mach	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.644 Capital Outlay-Vehicles	39,263.00	39,263.00	2,306.89	2,306.89	0.00	36,956.11	5.9
Mun Svcs - Public Works Div	2,761,087.00	2,761,087.00	136,134.02	136,134.02	0.00	2,624,952.98	4.9
Dept: 572.000 Recreation							
500.311 Advertisements	1,800.00	1,800.00	195.00	195.00	0.00	1,605.00	10.8
500.342 Senior Rec. Ctr. Contract	94,834.00	94,834.00	7,257.83	7,257.83	0.00	87,576.17	7.7
500.343 Beach Maintenance Contract	264,000.00	264,000.00	20,500.00	20,500.00	0.00	243,500.00	7.8
500.345 Contractual Services	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00	0.0
500.347 Programs	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
500.430 Electric Service	600.00	600.00	39.96	39.96	0.00	560.04	6.7
500.460 Equipment Maintenance	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0

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Town of Lauderdale by the Sea

For the Period: 10/1/2021 to 10/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 572.000 Recreation							
500.469 Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
500.495 Special Events	105,000.00	105,000.00	5,633.70	5,633.70	0.00	99,366.30	5.4
500.510 Office Supplies	650.00	650.00	476.59	476.59	0.00	173.41	73.3
500.520 Bldg. Maintenance	45,000.00	45,000.00	1,366.00	1,366.00	0.00	43,634.00	3.0
500.536 Sea Oats	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.0
500.550 Operating Expenses	112,000.00	112,000.00	3,328.75	3,328.75	0.00	108,671.25	3.0
500.640 Capital Outlay - Equip & Mach	47,500.00	47,500.00	3,900.00	3,900.00	0.00	43,600.00	8.2
Recreation	719,384.00	719,384.00	42,697.83	42,697.83	0.00	676,686.17	5.9
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	540,662.00	540,662.00	0.00	0.00	0.00	540,662.00	0.0
Interfund Transfers	540,662.00	540,662.00	0.00	0.00	0.00	540,662.00	0.0
Expenditures	14,287,803.00	14,287,803.00	981,598.60	981,598.60	0.00	13,306,204.40	6.9
Net Effect for General Fund	0.00	0.00	-885,454.39	-885,454.39	0.00	885,454.39	0.0
Change in Fund Balance:			-885,454.39				

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Town of Lauderdale by the Sea

For the Period: 10/1/2021 to 10/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 102 - Building Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Appropriated Fund Balance	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dept: 302.100 Building Permit and Inpection							
322.100 Building Permits	808,183.00	808,183.00	92,384.63	92,384.63	0.00	715,798.37	11.4
322.105 Fire Plan Review Fees	16,500.00	16,500.00	2,459.50	2,459.50	0.00	14,040.50	14.9
Building Permit and Inpection	824,683.00	824,683.00	94,844.13	94,844.13	0.00	729,838.87	11.5
Revenues	874,683.00	874,683.00	94,844.13	94,844.13	0.00	779,838.87	10.8
Expenditures							
Dept: 524.100 Building							
500.120 Regular Salaries	80,642.00	80,642.00	2,389.90	2,389.90	0.00	78,252.10	3.0
500.210 Employer FICA Taxes	6,170.00	6,170.00	207.91	207.91	0.00	5,962.09	3.4
500.220 Retirement	15,802.00	15,802.00	270.43	270.43	0.00	15,531.57	1.7
500.230 Group Insurance	22,069.00	22,069.00	1,960.12	1,960.12	0.00	20,108.88	8.9
500.315 Professional Services	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.402 Building Permit Services	650,000.00	650,000.00	0.00	0.00	0.00	650,000.00	0.0
Building	874,683.00	874,683.00	4,828.36	4,828.36	0.00	869,854.64	0.6
Expenditures	874,683.00	874,683.00	4,828.36	4,828.36	0.00	869,854.64	0.6
Net Effect for Building Fund	0.00	0.00	90,015.77	90,015.77	0.00	-90,015.77	0.0
Change in Fund Balance:			90,015.77				

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Town of Lauderdale by the Sea

For the Period: 10/1/2021 to 10/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 103 - Sewer Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	200,281.00	200,281.00	0.00	0.00	0.00	200,281.00	0.0
Appropriated Fund Balance	200,281.00	200,281.00	0.00	0.00	0.00	200,281.00	0.0
Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,193,155.00	1,193,155.00	105,388.71	105,388.71	0.00	1,087,766.29	8.8
Charges for Services	1,193,155.00	1,193,155.00	105,388.71	105,388.71	0.00	1,087,766.29	8.8
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
Miscellaneous Revenues	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
Revenues	1,394,936.00	1,394,936.00	105,388.71	105,388.71	0.00	1,289,547.29	7.6
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	58,968.00	58,968.00	3,000.81	3,000.81	0.00	55,967.19	5.1
500.140 Overtime Salaries	5,250.00	5,250.00	20.20	20.20	0.00	5,229.80	0.4
500.210 Employer FICA Taxes	4,913.00	4,913.00	231.03	231.03	0.00	4,681.97	4.7
500.220 Retirement	10,422.00	10,422.00	465.84	465.84	0.00	9,956.16	4.5
500.230 Group Insurance	8,773.00	8,773.00	656.20	656.20	0.00	8,116.80	7.5
500.315 Professional Services	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.340 Sewer/Wastewater	800,000.00	800,000.00	62,139.95	62,139.95	0.00	737,860.05	7.8
500.345 Contractual Services	18,000.00	18,000.00	1,526.39	1,526.39	0.00	16,473.61	8.5
500.430 Electric Service	24,000.00	24,000.00	1,329.71	1,329.71	0.00	22,670.29	5.5
500.431 Water Service	360.00	360.00	17.85	17.85	0.00	342.15	5.0
500.459 Sewer Line Maintenance	280,000.00	280,000.00	0.00	0.00	0.00	280,000.00	0.0
500.465 Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.497 Contingency	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.506 Printing & Binding	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.550 Operating Expenses	2,250.00	2,250.00	0.00	0.00	0.00	2,250.00	0.0
500.630 Cap Outlay Imp other than bldg	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	0.0
Sanitary Sewers	1,394,936.00	1,394,936.00	69,387.98	69,387.98	0.00	1,325,548.02	5.0
Expenditures	1,394,936.00	1,394,936.00	69,387.98	69,387.98	0.00	1,325,548.02	5.0
Net Effect for Sewer Fund	0.00	0.00	36,000.73	36,000.73	0.00	-36,000.73	0.0
Change in Fund Balance:			36,000.73				

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Town of Lauderdale by the Sea

For the Period: 10/1/2021 to 10/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 115 - Fire Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.203 Appropriation from Fire Fund	898,507.00	898,507.00	0.00	0.00	0.00	898,507.00	0.0
Appropriated Fund Balance	898,507.00	898,507.00	0.00	0.00	0.00	898,507.00	0.0
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	1,012,348.00	1,012,348.00	0.00	0.00	0.00	1,012,348.00	0.0
Fire Assessment	1,012,348.00	1,012,348.00	0.00	0.00	0.00	1,012,348.00	0.0
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	33,900.00	33,900.00	28,542.74	28,542.74	0.00	5,357.26	84.2
Charges for Services	33,900.00	33,900.00	28,542.74	28,542.74	0.00	5,357.26	84.2
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Miscellaneous Revenues	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Revenues	1,945,755.00	1,945,755.00	28,542.74	28,542.74	0.00	1,917,212.26	1.5
Expenditures							
Dept: 522.000 Fire Department							
500.151 Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.315 Professional Services	69,500.00	69,500.00	5,590.00	5,590.00	0.00	63,910.00	8.0
500.320 Audit Expense	8,400.00	8,400.00	0.00	0.00	0.00	8,400.00	0.0
500.345 Contractual Services	919,855.00	919,855.00	76,654.58	76,654.58	0.00	843,200.42	8.3
500.520 Bldg. Maintenance	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.644 Capital Outlay-Vehicles	918,000.00	918,000.00	0.00	0.00	0.00	918,000.00	0.0
500.912 Transfer to General Fund	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	0.0
Fire Department	1,945,755.00	1,945,755.00	82,244.58	82,244.58	0.00	1,863,510.42	4.2
Expenditures	1,945,755.00	1,945,755.00	82,244.58	82,244.58	0.00	1,863,510.42	4.2
Net Effect for Fire Fund	0.00	0.00	-53,701.84	-53,701.84	0.00	53,701.84	0.0
Change in Fund Balance:			-53,701.84				

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Town of Lauderdale by the Sea

For the Period: 10/1/2021 to 10/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	406,337.00	406,337.00	0.00	0.00	0.00	406,337.00	0.0
380.204 Appropriated from El Mar Reser	677,566.00	677,566.00	0.00	0.00	0.00	677,566.00	0.0
380.211 Appropriated El Mar Res.FDG Fi	1,650,000.00	1,650,000.00	0.00	0.00	0.00	1,650,000.00	0.0
Appropriated Fund Balance	2,733,903.00	2,733,903.00	0.00	0.00	0.00	2,733,903.00	0.0
Dept: 303.000 Intergovernmental Revenues							
334.931 American Rescue Plan Act Grant	1,668,844.00	1,668,844.00	1,668,844.00	1,668,844.00	0.00	0.00	100.0
Intergovernmental Revenues	1,668,844.00	1,668,844.00	1,668,844.00	1,668,844.00	0.00	0.00	100.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	600.00	600.00	0.00	0.00	0.00	600.00	0.0
Miscellaneous Revenues	600.00	600.00	0.00	0.00	0.00	600.00	0.0
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	540,662.00	540,662.00	0.00	0.00	0.00	540,662.00	0.0
381.106 Transfer from Parking Fund	1,109,300.00	1,109,300.00	0.00	0.00	0.00	1,109,300.00	0.0
Interfund Transfers	1,649,962.00	1,649,962.00	0.00	0.00	0.00	1,649,962.00	0.0
Revenues	6,053,309.00	6,053,309.00	1,668,844.00	1,668,844.00	0.00	4,384,465.00	27.6
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	24,591.00	24,591.00	1,053.33	1,053.33	0.00	23,537.67	4.3
500.210 Employer FICA Taxes	1,882.00	1,882.00	80.58	80.58	0.00	1,801.42	4.3
500.220 Retirement	7,134.00	7,134.00	479.30	479.30	0.00	6,654.70	6.7
500.230 Group Insurance	6,136.00	6,136.00	457.11	457.11	0.00	5,678.89	7.4
500.640 Capital Outlay - Equipt & Mach	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	0.0
General	164,743.00	164,743.00	2,070.32	2,070.32	0.00	162,672.68	1.3
Dept: 519.162 Town Hall Complex							
500.624 Capital Outlay-Bldg. Improvemt	251,000.00	251,000.00	0.00	0.00	0.00	251,000.00	0.0
Town Hall Complex	251,000.00	251,000.00	0.00	0.00	0.00	251,000.00	0.0
Dept: 545.100 Downtown Parking Reconfigurati							
500.630 Cap Outlay Imp other than bldg	350,000.00	350,000.00	1,133.68	1,133.68	0.00	348,866.32	0.3
Downtown Parking Reconfigurati	350,000.00	350,000.00	1,133.68	1,133.68	0.00	348,866.32	0.3
Dept: 559.026 Canal Dredging							
500.630 Cap Outlay Imp other than bldg	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	0.0
Canal Dredging	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	0.0
Dept: 559.027 Storm Water Rate Study							
500.630 Cap Outlay Imp other than bldg	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Storm Water Rate Study	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Dept: 559.028 East Tradewinds Improvement							
500.630 Cap Outlay Imp other than bldg	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
East Tradewinds Improvement	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dept: 575.201 Pedestrian Amenities							
500.630 Cap Outlay Imp other than bldg	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Pedestrian Amenities	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Dept: 576.129 Palm Club Sewer							
500.630 Cap Outlay Imp other than bldg	1,450,000.00	1,450,000.00	0.00	0.00	0.00	1,450,000.00	0.0
Palm Club Sewer	1,450,000.00	1,450,000.00	0.00	0.00	0.00	1,450,000.00	0.0
Dept: 576.135 Street Project Codrington Driv							

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Fund: 300 - Capital Project Fund							
Expenditures							
Dept: 576.135 Street Project Codrington Driv							
500.630 Cap Outlay Imp other than bldg	1,150,000.00	1,150,000.00	0.00	0.00	0.00	1,150,000.00	0.0
Street Project Codrington Driv	1,150,000.00	1,150,000.00	0.00	0.00	0.00	1,150,000.00	0.0
Dept: 577.101 Dog Park Pilot							
500.630 Cap Outlay Imp other than bldg	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dog Park Pilot	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
Dept: 579.169 Greenway- El Mar Drive							
500.630 Cap Outlay Imp other than bldg	2,327,566.00	2,327,566.00	0.00	0.00	0.00	2,327,566.00	0.0
Greenway- El Mar Drive	2,327,566.00	2,327,566.00	0.00	0.00	0.00	2,327,566.00	0.0
Expenditures	6,053,309.00	6,053,309.00	3,204.00	3,204.00	0.00	6,050,105.00	0.1
Net Effect for Capital Project Fund	0.00	0.00	1,665,640.00	1,665,640.00	0.00	-1,665,640.00	0.0
Change in Fund Balance:			1,665,640.00				

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Town of Lauderdale by the Sea

For the Period: 10/1/2021 to 10/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Revenues							
Dept: 302.000 Licenses & Permits							
313.101 PILOP Fee	18,300.00	18,300.00	0.00	0.00	0.00	18,300.00	0.0
Licenses & Permits	18,300.00	18,300.00	0.00	0.00	0.00	18,300.00	0.0
Dept: 304.000 Charges for Services							
344.500 Parking Permits	130,000.00	130,000.00	48,400.00	48,400.00	0.00	81,600.00	37.2
344.520 Parking Agreements	65,331.00	65,331.00	0.00	0.00	0.00	65,331.00	0.0
344.551 South Ocean	185,000.00	185,000.00	13,125.30	13,125.30	0.00	171,874.70	7.1
344.552 Ocean Front Meters	290,000.00	290,000.00	26,618.70	26,618.70	0.00	263,381.30	9.2
344.553 Commercial Blvd. Meters	60,000.00	60,000.00	5,145.95	5,145.95	0.00	54,854.05	8.6
344.554 Parking Meters - Beach	200,000.00	200,000.00	13,568.30	13,568.30	0.00	186,431.70	6.8
344.555 Palm Portal- FDG	70,252.00	70,252.00	5,631.62	5,631.62	0.00	64,620.38	8.0
344.556 El Prado Parking Lot	400,000.00	400,000.00	31,559.20	31,559.20	0.00	368,440.80	7.9
344.558 Town Hall Parking Lot	25,000.00	25,000.00	2,049.66	2,049.66	0.00	22,950.34	8.2
344.559 El Mar Parking Lot	200,000.00	200,000.00	18,370.85	18,370.85	0.00	181,629.15	9.2
344.560 A1A Parking Lot	400,000.00	400,000.00	37,401.42	37,401.42	0.00	362,598.58	9.4
344.563 Bougainvillea/ Poinciana	125,000.00	125,000.00	11,509.14	11,509.14	0.00	113,490.86	9.2
Charges for Services	2,150,583.00	2,150,583.00	213,380.14	213,380.14	0.00	1,937,202.86	9.9
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	125,000.00	125,000.00	2,377.50	2,377.50	0.00	122,622.50	1.9
Fines & Forfeitures	125,000.00	125,000.00	2,377.50	2,377.50	0.00	122,622.50	1.9
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Miscellaneous Revenues	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Revenues	2,294,883.00	2,294,883.00	215,757.64	215,757.64	0.00	2,079,125.36	9.4
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	190,793.00	190,793.00	7,595.23	7,595.23	0.00	183,197.77	4.0
500.140 Overtime Salaries	3,300.00	3,300.00	2.88	2.88	0.00	3,297.12	0.1
500.210 Employer FICA Taxes	14,848.00	14,848.00	472.27	472.27	0.00	14,375.73	3.2
500.220 Retirement	32,048.00	32,048.00	1,014.77	1,014.77	0.00	31,033.23	3.2
500.230 Group Insurance	68,531.00	68,531.00	5,520.60	5,520.60	0.00	63,010.40	8.1
500.345 Contractual Services	350,818.00	350,818.00	53.85	53.85	0.00	350,764.15	0.0
500.353 Parking Alternatives	294,000.00	294,000.00	14,149.84	14,149.84	0.00	279,850.16	4.8
500.410 Communications	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	0.0
500.430 Electric Service	5,280.00	5,280.00	450.75	450.75	0.00	4,829.25	8.5
500.431 Water Service	23,004.00	23,004.00	1,480.69	1,480.69	0.00	21,523.31	6.4
500.445 Equip Rent/Lease	0.00	0.00	798.36	798.36	0.00	-798.36	0.0
500.461 Vehicle Maintenance	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.462 Fuel	10,000.00	10,000.00	500.33	500.33	0.00	9,499.67	5.0
500.463 Service Maintenance Contracts	30,200.00	30,200.00	2,160.00	2,160.00	0.00	28,040.00	7.2
500.497 Contingency	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.506 Printing & Binding	7,900.00	7,900.00	0.00	0.00	0.00	7,900.00	0.0
500.508 Postage	2,000.00	2,000.00	42.40	42.40	0.00	1,957.60	2.1
500.510 Office Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.525 Uniform Expense	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.532 Signs	10,000.00	10,000.00	1,708.00	1,708.00	0.00	8,292.00	17.1
500.533 Parking Meter Parts-Supplies	30,750.00	30,750.00	0.00	0.00	0.00	30,750.00	0.0
500.545 Training	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	26,610.00	26,610.00	560.34	560.34	0.00	26,049.66	2.1
500.629 Capital Outlay - Design/Permit	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.630 Cap Outlay Imp other than bldg	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.644 Capital Outlay-Vehicles	58,101.00	58,101.00	0.00	0.00	0.00	58,101.00	0.0
Parking Operations	1,185,583.00	1,185,583.00	36,510.31	36,510.31	0.00	1,149,072.69	3.1
Dept: 581.100 Interfund Transfers							

REVENUE/EXPENDITURE REPORT

Page: 12

12/3/2021

8:09 am

Town of Lauderdale by the Sea

For the Period: 10/1/2021 to 10/31/2021	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Expenditures							
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	1,109,300.00	1,109,300.00	0.00	0.00	0.00	1,109,300.00	0.0
Interfund Transfers	1,109,300.00	1,109,300.00	0.00	0.00	0.00	1,109,300.00	0.0
Expenditures	2,294,883.00	2,294,883.00	36,510.31	36,510.31	0.00	2,258,372.69	1.6
Net Effect for Parking Fund	0.00	0.00	179,247.33	179,247.33	0.00	-179,247.33	0.0
Change in Fund Balance:			179,247.33				
Grand Total Net Effect:	0.00	0.00	1,031,747.60	1,031,747.60	0.00	-1,031,747.60	

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of October
2021

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 10/31/2021	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	6,851,686.45	0.02%	0.00	0.00
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.02%	Included Above	Included Above
GENERAL FUND						BANK SUBTOTAL	9,351,686.45	0.00	0.00
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	174,026.95	0.09%	13.89	13.89
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	84,431.42	0.09%	6.74	6.74
GENERAL FUND						SBA SUBTOTAL	258,458.37	20.63	20.63
GENERAL FUND						GRAND TOTAL	9,610,144.82	20.63	20.63
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	14,369.43	0.02%	Included Above	Included Above
POLICE FUND						TOTAL	14,369.43	0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,624,092.27	0.02%	0.00	0.00
SEWER FUND						TOTAL	1,624,092.27	0.00	0.00
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		1,566,080.03	0.02%	0.00	0.00
FIRE FUND						GRAND TOTAL	1,566,080.03	0.00	0.00
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	3,818,559.75	0.02%	0.00	0.00
CAPITAL IMPROVEMENT FUND						TOTAL	3,818,559.75	0.00	0.00
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	7,165,575.23	0.02%	0.00	0.00
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	47,621.00	0.02%	0.00	0.00
PARKING FUND						TOTAL	7,213,196.23	0.00	0.00
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	189,287.97	0.02%	0.00	0.00
BUILDING FUND						TOTAL	189,287.97	0.00	0.00
ALL FUNDS						GRAND TOTAL	24,035,730.50	20.63	20.63

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of October
2021

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		23,777,272.13	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		258,458.37	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		24,035,730.50	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	9,610,144.82	40%
	Police Fund	14,369.43	0%
	Sewer Fund	1,624,092.27	7%
	Fire Fund	1,566,080.03	7%
	Building Fund	189,287.97	1%
	Capital Improvement Fund	3,818,559.75	16%
	Parking Fund	7,213,196.23	30%
GRAND TOTAL		24,035,730.50	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	23,777,272.13	99%
	Florida Prime/State Board of Admin.	258,458.37	1%
GRAND TOTAL		24,035,730.50	100%



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Reports

Agenda Section: Town Manager Report

Subject Title: Town Manager Report for December 14, 2021

Explanation: Following is the Town Manager's report for December 14, 2021.

1. Farmer's Market Grand Opening

Sunday was the opening of the 2022 Farmer's Market season. We have several new vendors and many of the community's favorites have returned. The Farmer's Market will continue to be in El Prado Park on Sundays through May! We look forward to seeing you!!

2. Park Use Permit for BVR Buses

Every year, BVR Hotel hosts a Dolphins - Patriot's game in which they provide bus transport to the game. Because the bus transport is on public right-of-way, we require approval from the Town. This year, we have established the approval through a park permit. Approximately 300 people will load onto busses that are waiting on El Mar Drive near Washington Avenue. The buses will arrive at 9:00 a.m. and depart at 10:00 a.m. They will return with their patrons approximately 5:15 p.m.

3. Sewer Adjustment

Pompano Beach sent the Town's sewer rates for 2022 and the monthly charge is 15% lower than current rates and the volumetric rate is recognizing a 6.9% increase. This will result in a savings to the Town of approximately \$44,0000 annually.

4. Financial Audit

The FY21 financial audit by Grau & Associates has begun. We expect the audit to be completed by March 31st with a tentative presentation scheduled for April 26th.

5. Art Conservation – Eagle Ray

At their October 26th meeting, the Commission approved funding for the restoration and ongoing maintenance of our public art. The first sculpture has been restored as part of that approval. Staff will continue to keep you advised as restoration of our remaining sculptures are completed.

6. Downtown Sidewalk Discussion

We need to schedule a meeting to discuss the final decision for the expansion of the sidewalk on Commercial Boulevard sidewalk east of Ocean Drive. One of the issues that the Commission was interested in receiving to assist in the decision making was a parking

analysis. We contacted Desman Design Management consultants to ask them to update our existing study and they responded with a cost of \$70,000. We asked them to rethink the scope and only include the downtown area and their cost was reduced to \$19,000 and be completed in approximately 6 weeks. We had hoped to bring the discussion back to the Commission in January, so this would delay the process. The cost is also outside of the ability for the Town Manager to approve. The proposal is attached.

Commission Action Required: Provide direction regarding the hiring of Desman to provide an analysis of the parking in the downtown area.

7. A1A and Hibiscus Crosswalk

We finally have a functional and active crosswalk at A1A and Hibiscus. We continue to wait for a quote to install additional signage and thermoplastic marking to close the project.

8. Crosswalk

Unfortunately, we have had a pedestrian fatality on A1A – when a pedestrian crossed the street at night without crossing in the nearby crosswalk. The case is under investigation. This fatality recalls the Town's long-standing frustration with FDOT that they have limited the number of crosswalks within the Town. This is unacceptable and Town staff has contacted the MPO and FDOT to work toward advocating for more crosswalks in our Town. We will keep you informed as to our progress.

Regarding 1800 South Ocean, Baxter and Woodman has identified the utilities adjacent to the crosswalk, they are currently preparing an engineers estimate for the relocation of utilities that would be required to install warning lighting in the street.

9. Dredging

We have received our permit from the Army Corps of Engineers and will be working with the Chapelle Group on the bid package to begin the dredging process. We anticipate being able to dredge two to three canals this year and will include funding next year to continue the project.

December 3, 2021

Ms. Neysa Herrera
Assistant to the Town Manager
Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Re: *Proposal for Parking Consulting Services*
Commercial Boulevard from N. Ocean Drive to El Mar Drive, Lauderdale-By-The-Sea

Dear Ms. Herrera:

Based on our last conversation, DESMAN, Inc. (DESMAN) is pleased to submit our proposal to provide parking consulting services for the Town of Lauderdale-By-The-Sea (LBTS). We have tailored our response to focus on the on-street parking along Commercial Boulevard from N. Ocean Drive to El Mar Drive.

PROJECT UNDERSTANDING

It is our understanding that LBTS is considering the expansion of sidewalk seating into the space now being used for on-street parking between N. Ocean Drive and El Mar Drive. Currently, there are seven parking spaces (five regular and two handicap spaces) along the north curb and seven regular spaces along the south curb that would be affected. The Town would like to understand the impact of eliminating those 14 on-street spaces and displacing the current parking demand accommodated by those spaces. We propose the following Scope of Services to evaluate and present findings of our evaluation/analysis to the Town.

SCOPE OF SERVICES

There are three principle components to the evaluation: 1) data collection; and 2) the analysis of supply and demand in nearby parking facilities. This would be followed by 3) a summary of findings by DESMAN and a set of recommendations, such as the next steps to consider.

The 14 on-street spaces being considered for elimination are likely the most desirable parking spaces in the Town. To adequately understand and evaluate the impact of eliminating those spaces, we need to understand the parking activity that occurs in those spaces during the typical season and off-season periods for both weekdays and weekends, during the day and in the evenings.

DATA COLLECTION

We recommend parking occupancy counts from 9a to 9p for two weekdays and from 9a to 10p Friday and Saturday on two different weeks for the following facilities:

- The 14 on-street spaces on Commercial Boulevard between N. Ocean Drive and El Mar Drive;
- On-street spaces on Bouganvilla Drive and Poinciana Street north and south of Commercial Boulevard;
- The South Ocean Lot;

- El Mar Drive both the north and south of Commercial Boulevard;
- The El Mar Drive Lot; and
- The AIA Lot.

In addition, we recommend both duration and turnover data would be collected for parking in the 14-spaces under study on Commercial Boulevard. We will also attempt to collect occupancy data for lots walking distance from the 14 on-street spaces for three private parking lots, the Fishing Pier Lot, the lot just to the west of the El Mar Lot, and the Aruba Lot. We will also request financial data or other supporting documentation from LBTS that will allow us to determine the general occupancy month-to-month for the entire parking system. We can discuss later if this data is pre-covid or more recent.

ANALYSIS

Once we understand the type of parking that occurs, the duration of parking, the turnover of spaces, and the resultant number of parkers served by those spaces, we can evaluate the ability of the Town to accommodate that displaced parking demand elsewhere in the system. The ability of the Town to accommodate the displaced parking demand is relative to the availability of parking capacity in other locations, most likely off-street parking lots and this is why the occupancy data is critical.

DELIVERABLE

Once the data is evaluated, DESMAN will prepare and submit a summary of our analysis and findings and a set of recommendations for next steps for the Town to consider.

FEE

DESMAN proposes a lump sum fee of \$19,000 to provide the Scope of Services described above. Approximately \$4,000 of the \$19,000 lump sum fee is associated with the data collection effort listed above. The data collection firm, NDS, is a national company we are very familiar with and have used in Florida as well as through our other offices.

CLOSURE

Thank you for considering DESMAN to assist you in this endeavor. We look forward to participating with you in this effort. If you have any questions or require additional information, please do not hesitate to contact me at 305.900.8199.

Sincerely,

DESMAN Inc.



Christian R. Luz
Project Manager

CC: Tim Tracy, Executive Vice President, DESMAN Inc.
Mark Santos, PE, CAPP, DESMAN Inc.

2022 CORPORATE HOURLY RATES

The current rates listed herein are subject to adjustment in accordance with the normal salary review practices of DESMAN. Our current hourly rates for 2022 are as listed below:

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	\$300.00
Associate/Project Manager	\$220.00
Senior Engineer/Planner/Architect	\$195.00
Engineer/Planner/Architect	\$185.00
Designer	\$165.00
Draftsperson/CADD Operator	\$130.00
Technician	\$125.00
Data Collector	\$100.00
Clerical	\$95.00
Attendance at Hearings/After-Hour Presentations	\$400.00
Expert Witness Testimony (including Depositions)	\$450.00
Litigation-Related Consulting (including preparation to testify)	\$350.00

Note: Rates effective through December 31, 2022.



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Tedra Allen, Town Clerk

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes

Explanation: Approval of the following Town Commission Meeting Minutes:

- October 26, 2021 Town Commission Meeting
- October 27, 2021 Town Commission Roundtable Meeting
- November 9, 2021 Town Commission Meeting

Recommendation: Accept / Approve

Attachments:

- Ex.1. October 26, 2021 Town Commission Meeting Minutes
- Ex.2. October 27, 2021 Town Commission Roundtable Minutes
- Ex.3. November 9, 2021 Town Commission Meeting Minutes

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, October 26, 2021
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:37 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Acting Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, Human Resources Manager Lisa Slagle, Public Information Officer/IT Administrator Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent advised that Item 17b would be heard at this time.

17. RESOLUTIONS – PUBLIC COMMENTS

- b. Resolution 2021-62 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH WILLIAM BOCK FINE ART, LLC, FOR ART RESTORATION AND MAINTENANCE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she wished backup materials had been provided on this Item, including information on the warranties and maintenance of the subject artwork. She requested that the Commission provide more information on the original project and artist during their discussion.

Town Clerk Tedra Allen read the following written comment:

- Roseann Minnet, resident, advised that more backup information should have been provided for the public in relation to this item, including whether or not the original artist was contacted and whether or not Staff had conducted sufficient due diligence on this Item

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

Public Works Director Ken Rubach explained that Staff had reached out to the original artist responsible for the artwork but elected to have the sculptures assessed by another party, William Bock, due to expenses requested by the original artist. Art conservator Mr. William Bock characterized the project as restoration, as the sculptures have experienced varying levels of deterioration over time. He has worked with other South Florida municipalities on public art collections and their restoration, and has provided the Town with a report of what would be necessary to restore Lauderdale-By-The-Sea's public art.

Public Works Director Rubach continued that the cost of the contract covers any work that may need to be done, as well as any ongoing maintenance that may be deemed necessary. The cost would be on a budgeted basis for works approved by the Town Commission prior to any further expenditure of funds.

Commissioner Strauss stated that the Commission should review and determine why the subject artwork was not maintained adequately up to this point, and they should look into this type of maintenance more closely in the future when making investments. Commissioner Malkoon advised that he was glad to see plans for the restoration of public artwork, as well as a plan for its future upkeep.

Commissioner Sokolow also agreed that a saltwater environment creates significant wear, and a continuous maintenance program may be the best choice going forward. Mayor Vincent recalled the concerns that were raised when the subject artwork was first approved by a previous Commission, which included a discussion of its expected longevity during exposure to the elements.

Art conservator William Bock advised that the issue with many outdoor sculptures is ongoing maintenance to prevent deterioration of materials. He briefly reviewed the damage to the artwork, assuring the Commission that it did not seem necessary to resurface all of the sculptures. He estimated that the budget for the first year would be less than half of what is allocated, and that it could be expected to decrease in subsequent years until all the artwork has been stabilized. He felt more accurate projections of overall longevity and costs could be provided after the first year, and that the Town would be able to handle most of this maintenance on its own after this time.

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

18. PRESENTATIONS

b. The Cookie Shop

Mayor Vincent read a Proclamation in honor of The Cookie Shop and its proprietors, Julie and John O'Connor, who will be closing the business at the end of October and retiring after 57 years. He presented them with a key to the Town.

19. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, expressed concern with the Commission's recent vote to approve the Town Manager, as she felt more due diligence should have been conducted prior to this action. She did not feel this process had been handled properly.

Ann Marchetti, resident, addressed Resolution 2021-63, a "piggyback" agreement on the city of Wilton Manors' marketing contract. She advised that the Town's businesses would prefer to take steps such as issuing a new survey and making updated decisions on the demographics of visitors the Town wishes to attract.

Town Clerk Allen read the following written public comment:

- Roseann Minnet, resident, recognized The Cookie Shop for its years as a successful Town business

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

20. PUBLIC SAFETY DISCUSSION

b. AMR September 2021 Safety Report

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

21. TOWN MANAGER REPORT

a. 3rd Quarter Welcome Center Report

The Commissioners accepted the report without discussion.

b. Town Manager Report

Town Manager Linda Connors invited all present to attend the roundtable discussion on Wednesday, October 27, 2021 on the potential expansion of outdoor dining in the Downtown area. The discussion will be led by consultant Stephen Fett.

The Town is moving forward with its Dune Master Plan, including a site assessment, flora inventory, engineering, and modeling.

The Volunteer Fire Department (VFD) operational audit will incorporate feedback from Town residents. Town Manager Connors advised that the Commission has not yet reviewed this draft document and no decision has been made regarding any replacement of existing Town amenities with a Fire Station.

Boo-By-The-Sea is scheduled to begin at 2 p.m. in the West Plazas for children aged 3 to 11. The Town's Veterans' Day celebration is scheduled for Thursday, November 11, 2021.

Mayor Vincent reiterated that there are no plans to use any portion of Friedt Family Park for purposes other than park space and encouraged any future Commissions to make the same commitment.

5. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen advised that the Florida League of Cities has begun providing alerts for potential Florida Legislature bills. Senate Bill (SB) 280 is of particular concern, as it would amend the standards and processes used by Florida courts to assess the validity of municipal Ordinances. It would impose new and substantive requirements on municipalities as they go about the adoption and enforcement of Ordinances.

Town Attorney Trevarthen added that this legislation is overly broad and addresses all Ordinances. The bill includes provisions addressing attorneys' fees for successful challenges and would allow suits to be lodged against special assessments or fees that do not specifically relate to the regulation of businesses.

Town Attorney Trevarthen continued that the Florida League of Cities has identified this as a bill worth monitoring, as it is likely to pass. A number of proposals have been made which could lessen the impact of SB 280. It is hoped that the Town's elected officials at the state level will be receptive to these suggestions. SB 620 constitutes a second part of this bill and discusses actions such as suit of cities for business damages in greater depth.

Commissioner Sokolow commented that these bills constitute major attacks on home rule, and if passed, would result in the Town's inability to regulate businesses. Commissioner Strauss asked what action the Town and its citizens could take to prevent passage of SB 280. Town Attorney Trevarthen replied that relationships with elected representatives and state senators are key in ensuring that those individuals know the Town's concerns. She noted that the Town's lobbyists may be able to provide further information on how the Town may address this issue.

Commissioner Strauss noted that the Commission may also wish to pass a Resolution addressing this legislation. Town Attorney Trevarthen confirmed that many communities may take this step, and a significant response from communities may attract attention from the State Legislature.

Vice Mayor Oldaker asked if SB 280 is similar to House Bill (HB) 403, which was discussed at a previous Commission meeting. Town Attorney Trevarthen stated that the bill has been characterized as a priority of the future leadership of the State Senate and is expected to pass in some form. The Florida League of Cities is currently engaging with sponsors and supporters of this legislation in an attempt to improve it. Additional

information is available on the Advocacy page of the Florida League of Cities' website. SB 280 is a top priority of the League.

6. APPROVAL OF MINUTES

- a. September 28, 2021 2nd Public Budget Hearing Minutes; September 28, 2021 Town Commission Meeting Minutes; October 4, 2021 Special Town Commission Meeting Minutes; October 12, 2021 Town Commission Meeting Minutes**

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

7. CONSENT AGENDA

None.

8. OLD BUSINESS

None.

9. NEW BUSINESS

- a. LBTS Community Church Monthly Flea Market beginning Nov. 6, 2021**

Commissioner Malkoon advised that the Lauderdale-By-The-Sea Community Church will use a portion of the Friedt Park courtyard for this event but had not been aware a special event permit was required. They had requested placement of this Item on tonight's Agenda for consideration.

Special Events and Marketing Manager Hime added that the request also includes use of a portion of the right-of-way for this event, as well as a request for waiver of the \$15 fee per event. The event is intended to raise money for the Church and would also include music.

Commissioner Sokolow clarified that the music to be provided at the event would not be amplified. He requested that this be more clearly stated in the event agreement.

Commissioner Malkoon made a motion, seconded by Commissioner Strauss, to approve, including waiving the fee and requiring music to be non-amplified. Motion carried 5-0.

10. COMMISSIONER COMMENTS

Vice Mayor Oldaker congratulated Town Manager Connors on her appointment to this position, and recognized Staff for the assistance they provided her during her tenure in the interim position.

Commissioner Malkoon encouraged residents to attend the upcoming Boo-By-The-Sea and Veterans' Day events.

Commissioner Strauss recognized The Cookie Shop for their long-term success in the Town and encouraged public safety during upcoming Halloween events. He invited all Town veterans to attend the Veterans' Day event.

Commissioner Sokolow encouraged participation in the roundtable discussion scheduled for October 27, 2021.

Mayor Vincent reminded all present of Boo-By-The-Sea on Saturday, October 30, from 2 to 5 p.m. in the West Business District Plazas. Businesses and volunteers will provide games and trick-or-treating. He thanked the Village Grille, Aruba's, and Taco Craft for supporting small businesses on the west side of Town by sponsoring street performers in the Plazas.

11. ORDINANCES 1ST READING

- a. Ordinance 2021-13: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 2, "ADMINISTRATION," ARTICLE II, "TOWN COMMISSION," SECTION 2-25 "CAMPAIGN FINANCE RESTRICTIONS" TO AMEND THE CAMPAIGN CONTRIBUTION LIMITS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she was glad to see this Item on the Agenda due to the rising costs associated with campaigns.

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

Town Attorney Trevarthen explained that this Item was brought forward due to a preemptive State Statute: while the Town previously had authority to set a \$300 cap on contributions, a bill passed in the last State legislative session requires that contributions of up to \$1000 per allowed. No other changes are proposed.

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

b. Ordinance 2021-14: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 19, "TRAFFIC AND MOTOR VEHICLES," ARTICLE I "IN GENERAL" TO ADJUST THE FEES ASSOCIATED WITH PARKING VIOLATIONS; 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.

Public Works Director Rubach recalled that at the September 28, 2021 Commission meeting, Staff requested direction from the Commission with regard to changing citation fees. The Commission asked Staff to prepare an Ordinance that would raise fees for normal violations to \$30 and for violations related to improper use of electric vehicle (EVs) and/or golf cart/motorcycle spaces to \$40. A second reading of this Ordinance is scheduled for December 14, 2021.

Commissioner Strauss recommended that the Town provide ample signage for EV and golf cart spaces so motorists are aware that other vehicles may not be parked in those spaces. Public Works Director Rubach advised that new signs have been erected clarifying what may or may not be parked in these spaces.

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

12. ORDINANCES 2ND READING

- a. **Ordinance 2021-12: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2021 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT WITH WASTE PRO USA, INC.; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

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

Assistant to the Town Manager Neysa Herrera stated that this Ordinance unanimously passed first reading in September 2021.

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

13. RESOLUTIONS – PUBLIC COMMENTS

- a. **Resolution 2021-61 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH R.T.R. FINANCIAL SERVICES INC. FOR DEBT COLLECTION SERVICES RELATED TO OUTSTANDING PARKING CITATIONS, UTILIZING THE CITY OF DEERFIELD BEACH CONTRACT PROCURED PURSUANT TO REQUEST FOR PROPOSALS NO. 21-03-JW FOR DEBT COLLECTION SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Public Works Director Rubach explained that unpaid parking fines typically occur from out-of-state or rental vehicles. Over the last five years, the Town has lost roughly \$500,000 in parking revenue from unpaid fines. The service provider associated with this contract does not receive any payment unless it collects money.

Vice Mayor Oldaker asked if there is a way for the contractor to focus on specific rental car companies, irrespective of the vehicles' license plates. Public Works Director Rubach replied that the contractor reaches out to the companies' corporate offices, which bill the violator.

Commissioner Malkoon asked if the contractor will seek to recoup any of the \$500,000 from previous years. Public Works Director Rubach stated that they will attempt to collect these funds as well as fees going forward. The violators have received multiple notifications and the violations are past the point of appeal. He advised that he would provide additional information on the success rate for that city in the future.

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

- c. Resolution 2021-63 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH CONCEPTUAL COMMUNICATIONS, LLC FOR MARKETING AND PUBLIC RELATIONS SERVICES, UTILIZING THE CITY OF WILTON MANORS CONTRACT PROCURED PURSUANT TO REQUEST FOR PROPOSAL NO 2016.11 FOR MARKETING AND PUBLIC RELATIONS SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she did not understand the need for this additional marketing, and felt the Town should instead consider the wishes of its business and hotelier community.

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

Mayor Vincent requested that public comments made regarding marketing be addressed. Special Events and Marketing Manager Debbie Hime advised that the Town markets to an age group of 35 to 54, not limited to families. All 36 of the Town's hotels are considered, not only those that are part of the Lodging Association.

Mayor Vincent asked if the target age group is more likely to have children. Special Events and Marketing Manager Hime replied that the Town already attracts visitors over the age of 54 and does not attempt to attract those aged 25 or younger. She added that the Town's marketing budget was cut by roughly \$30,000 for fiscal year (FY) 2021-2022 and is now very small in comparison to previous years' marketing budgets.

Special Events and Marketing Manager Hime continued that the current budget is so small that the Town is partnering with entities such as Visit Florida or Visit Lauderdale, which reach out to a broad audience across a target market. Mayor Vincent emphasized the importance of Town businesses rather than the Town itself determining whether or not they would like to include different demographics.

Commissioner Strauss expressed concern with the possibility of marketing that could discourage parents of young children from visiting Lauderdale-By-The-Sea. Commissioner Sokolow noted the importance of marketing to specific demographics in ensuring that the Town's hotels, restaurants, and other businesses continue to be successful.

Commissioner Malkoon recalled that businesses have been surveyed in the past to determine the clientele they hoped to attract and asked if this survey has been updated. Special Events and Marketing Manager Hime replied that Staff will reach out to all 36 of the Town's hotels as well as other businesses. She added that the proposed piggyback contract with Wilton Manors is very broad in scope and allows for more activity in the future, including major press and other customized efforts.

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

- d. Resolution 2021-64 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING LINDA CONNORS AS TOWN MANAGER; APPROVING THE EMPLOYMENT AGREEMENT BETWEEN LINDA CONNORS AND THE TOWN ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, expressed concern with the salary proposed for the new Town Manager, which is equal to the former Town Manager's final salary. She suggested that there be additional discussion of this amount by the Commission at tonight's meeting.

Town Clerk Allen read the following public comment:

- Roseann Minnet, resident, stated that she would have preferred the new Town Manager's starting salary to be lower, as she does not have the same background experience of previous individuals in this position

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

Commissioner Strauss advised that he was charged with drafting the Town Manager's contract with assistance from the Town Attorney. They used the Town's prior agreements for this position as a structure. He strongly believed that the salary and benefits of the Town Manager position should be commensurate with the job and has reviewed the salaries offered by similarly situated municipalities, with the understanding that the cost of living in Broward County is significantly higher than in other locations.

Commissioner Strauss continued that he took into account the previous Town Manager's salary, previous contracts, and the cost-of-living calculation in 2022 dollars. He noted that this amount is proposed with the understanding that it is possible the Town Manager may not receive a raise over the next three years. He also reminded all present of the Town Manager's lengthy tenure with Lauderdale-By-The-Sea as well as her experience in the position of Interim Town Manager.

Commissioner Strauss continued that he took into consideration a \$6000 direct payment to the previous Town Manager for moving expenses and an annual \$1200 toward communication expenses, which will not be extended to Town Manager Connors. This will result in \$3600 savings to the Town over a three-year period. He requested input from the other Commissioners on his summation of this process.

Commissioner Sokolow agreed with Commissioner Strauss' review of the negotiation process, which he felt was fair and equitable on both sides. He emphasized that it is preferable to promote from within an organization. Commissioner Malkoon noted the thoroughness of the process and pointed out that the contract's early termination clause would require this payment to be made over three years rather than all at once. Vice Mayor Oldaker advised that he has participated in the hiring of three Town Managers thus far and noted that former Town Manager Bud Bentley was also appointed from

within. He felt Commissioner Strauss had negotiated a contract that was in the best interests of the Town.

Mayor Vincent noted that the Town Manager has had significant tenure with the Town, which played a role in her appointment to the interim position. He added that the cost of fully vetting a candidate is always worthwhile. Mayor Vincent concluded that he would vote in favor of Resolution 2021-64 so the Town may move forward.

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

14. QUASI JUDICIAL PUBLIC HEARINGS

None.

15. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:42 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date

Roseann Minnet, resident (274 words)

Item 5a: A "BIG" Thank you to the Cookie Shop. They have been an integral part of our Town for decades. I wish them well on their next adventure. I personally will miss Friday Pie Day and waiting in line during the Holidays for the famous Apple and Pumpkin Pies. Thank you for making LBTS your home for so many years.

Item 17b: I was perplexed by the backup information provided for this item. I served on the Commission when we contracted with the artist, Laura Huck. I called the Town Manager to ask if Laura had been called to discuss doing this project. The Manager did inform me the artist was called. For members of the public who rely on these agenda items, I find them very ill-person and lacking the pertinent information needed. If the artist was called, it should have been included. Also has staff done their due diligence and researched this person. \$200,000 is quite a sum of money. Please make sure taxpayers' money is being properly spent.

Item 17d: Appointment of Town Manager Linda Connors: I wish our new Town Manager well. Linda came on board with Connie Hoffmann and Bud Bentley, 2 amazing mentors for Town Manager Connors. I hope TM Connors will surround herself with the team of experts this Town deserves. I would have preferred seeing a starting salary lower, knowing Ms. Connors will be getting on the job training. She does not have the background to compare her to other starting salary Town Managers. This Town depends on your leadership to make the right decisions and carry on the history of our quaint unique Town.

TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Wednesday, October 27, 2021
6:00 PM

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:00 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Public Information Officer/IT Administrator Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE

3. DISCUSSION ITEM -- Downtown

Mayor Vincent provided a brief history of the Town’s 2013 Downtown capital improvements, which included widening sidewalks and creating a parking exemption program. In 2020, the COVID-19 pandemic resulted in the development of new habits for customers of restaurants, who became less willing to dine inside or participate in large crowds. He explained that the intent of tonight’s meeting was to hear public input rather than to have the Commission make suggestions.

Mayor Vincent introduced Stephen Fett, architect, who had provided some of the designs for the 2013 capital improvements. Mr. Fett gave a brief presentation to review items discussed at the October 4, 2021 special Commission meeting, explaining that he had been invited to the City to discuss the area between A1A and El Mar Drive, which currently includes parallel parking spaces that have been overlaid with temporary tents and barricades. He was asked to provide prospective ideas for the possibilities of this area.

Mr. Fett continued that he had given three specific strategies for the area, ranging from low- to high-impact and –cost. The low-impact option included “parklets,” which allow for formal or informal takeover of a parking space with public space for dining or outdoor seating. These are typically temporary fixtures, which can include branding for nearby businesses if that is their wish.

The medium-impact option considered a number of material changes, such as a wooden deck to provide semi-permanent flooring. These structures are resistant to inclement weather and could be laid onto the street in the location of the existing parallel parking spaces without removing or replacing the curb. They may include canopy structures to add to a beach aesthetic.

The most intense option in terms of both cost and longevity would remove the curb and replace it to the edge of the parallel parking spaces, introducing permanent elements such as metal canopies and/or guardrails. This option would be the most permanent of the three and would create a uniform view and use durable materials; however, it would also have the greatest cost. Options include planters to protect diners from vehicular traffic.

Mr. Fett advised that the intent of today's meeting is to generate as many ideas as possible; in addition, the solution may not be any of these options, as they are put forth as examples. The final decision may be to bring forward some combination of these options, or it may be something that has not yet been suggested.

Another consideration is that whatever changes are made should follow a consistent theme, brand, or specification. The drawings presented at tonight's meeting are intended to serve as a basis from which further plans may emerge. Mr. Fett recalled that the Town has extended the idea of on-street dining not only along Commercial Boulevard but also as far as the Beach Plaza, a large part of which is currently occupied by outdoor dining as well. He recommended that those present consider whether they wish to continue or expand this dining area, possibly moving some seating into the Dunes Plaza as well. He encouraged all present to think holistically about the entire proposal.

Some stipulations were made when asking those present to identify the features and ideas they would like to consider, such as:

- Three Americans with Disabilities Act (ADA) –accessible parking spaces in the subject area must be maintained
- Trees and planters may be included among the seating areas

All in attendance presented a number of suggestions, including:

- Simple design for outdoor seating with uniform umbrellas; extending current pavers to create this seating; ensuring public safety with barriers or curbs; shade for year-round outdoor dining; ride-sharing or other alternative transportation

drop-off; private seating in the plaza for adjoining restaurants, and restructuring of public seating to reduce loitering

- Ensuring that all restaurants are permitted the same number of outdoor tables; temporary “half-street” closures on Commercial Boulevard, allowing different restaurants outdoor seating on different days; non-restaurant public seating; no retention of parallel parking
- Extending sidewalks and making outdoor seating permanent; placing permanent seating by the Pier for nearby restaurants; possibly removing more parking on both sides of the street; temporary daytime coverings, such as umbrellas, for outdoor seating; removal of angled parking on A1A and replacing it with permanent tables
- Uniform branding; fewer trees; additional conversation about private restaurant seating in public plazas; clarification of the revenue generated by existing parking spaces; consideration of employee parking areas
- Making decisions regarding the location of curbs and gutters before plans regarding parking and seating
- Placing tables nearer to their restaurants and the walkway closer to the street, with planters serving as barriers; consideration of parklet options; no more surface parking purchases; replace backout parking on A1A with either planters or landscaping; inclusion of shade trees and either umbrellas or tents
- Continuing current setup of Connie Hoffmann Plaza with tables from Aruba’s; allowing Aruba’s to continue to maintain this area of the Plaza; adding a crosswalk; setting aside some plaza tables for games; addition of a ride-sharing pickup area; identification of outdoor seating that is lightly and heavily used by restaurants

Mr. Fett thanked all present for their input and asked if any individuals present had additional ideas they wished to share.

Ina Marjakangas, owner of the Coast Boutique, stated that she was supportive of permanent outdoor dining space and wished the Commission to consider how the proposed structure(s) would affect surrounding businesses and their visibility. This included the potential heights of umbrellas. She emphasized the need for visibility and accessibility to all retailers on both sides of A1A, pointing out that being allowed additional signage was helpful. She suggested implementing permanent signage to assist these businesses.

Cristie Furth, hotelier, noted that Downtown can become very crowded on weekend nights, and expressed concern with plans that could exacerbate this crowding. She

recommended ensuring sufficient room for safe pedestrian activity among outdoor restaurant seating.

Ann Marchetti, resident, advised that she had heard consensus to keep any plans simple, retain the culture of the Town, provide shade, and remove parking on A1A during today's discussions.

Barbara Cole, resident, commented on changes made in the plaza seating areas, including the dynamics of who is using the plazas. She agreed that the Downtown restaurants hoped to keep any changes simple and felt concerns with pedestrian access can be successfully addressed.

Mayor Vincent concluded that tonight's roundtable meeting had been a success and advised that the Town Commission would consider all the input provided to make improvements while keeping any future plans simple.

4. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:48 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, November 9, 2021
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:32 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, Human Resources Manager Lisa Slagle, Public Information Officer/IT Administrator Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Benzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that Items 17.d and 17.g be heard out of order on the Agenda.

17. RESOLUTIONS – PUBLIC COMMENTS

- d. Resolution 2021-67 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2020/2021 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT “A”; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020/2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE.**

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

Finance Director Lucila Lang recalled that the approved fiscal year (FY) 2021 budget included a number of quarterly transfers in the amount of more than \$949,000 from the Parking Fund to the Capital Improvement Program (CIP) fund. Only one of these transfers was completed before the Commission made the decision to cease the transfers. This left excess unencumbered dollars in the General Fund. At the April 13, 2021 Commission meeting, it was approved that the remaining dollars be moved from the General Fund to the Parking Fund.

The Town also received COVID-19 relief monies from the Florida Department of Law Enforcement (FDLE) and the Coronavirus Aid, Relief, and Economic Security (CARES) Act. As these funds are considered revenue, another budget amendment is necessary to recognize them as such. The Town also needs to account for the transfer of funds received from the Florida Development Group (FDG) in FY 2020 and transferred in FY 2021.

While there are some account overruns, Finance Director Lang noted that all Departments finished FY 2020/2021 within budget. The only Department exceeding its budget was the Broward Sheriff's Office (BSO), of which the Town Manager made the Commission aware earlier in the year. She concluded that these suggested amendments are "cleanup" items that ensure all budgeted funds are allocated correctly. The Town has 60 days from the end of FY 2020/2021 to make these amendments, which sets the deadline of November 30, 2021.

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to approve Resolution 2021-67. Motion carried 5-0.

- g. Resolution 2021-70 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH ERICKS CONSULTANTS, INC. FOR LOBBYIST SERVICES; FINDING THAT THE AGREEMENT IS IN THE BEST INTERESTS OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.D OF THE TOWN 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.

Barbara Cole, resident, stated that she was happy to see this Item on the Agenda with an increased budget.

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

Assistant to the Town Manager Neysa Herrera recalled that Ericks Consultants, Inc. was selected by the Commission to pursue funding for the Palm Club septic-to-sewer project. Their agreement expired on October 30, 2021. At the September 13, 2021 first public budget hearing, the Commission expressed interest in continuing to use this firm for representation before the State Legislature and continued lobbying services.

In accordance with the Town's purchasing manual, professional services are exempt from the competitive solicitation requirement, should the Commission see that service as being in the best interest of the Town. Ericks Consultants have continued to provide services in addition to the initial scope for which they were hired. These services include intergovernmental representation, communication with State Representatives, agency liaison between Town Staff and state staff members, and updates to Staff and elected officials on activity in the State Legislature.

The agreement before the Commission would formalize this arrangement and would become effective retroactively to November 1, 2021 and last through June 30, 2023. These dates coincide with the legislative sessions and the state's budget cycle. The contract is in the amount of \$50,000, broken into monthly payments of \$2500. The Town Manager will have the option, upon expiration of the agreement, to retain the consultants for an additional one-year term beginning July 1, 2023 and ending June 30, 2024. A list of their accomplishments is included in the Commission's backup materials, as requested by Commissioner Strauss.

Candice Ericks, representing Ericks Consultants, Inc., stated that they plan to return to the Town prior to the legislative session in December 2021 to give the Commission a legislative outlook. She emphasized the importance of open communication to keep the Town apprised of activity in Tallahassee.

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve Resolution 2021-70. Motion carried 5-0.

5. PRESENTATIONS

a. Veteran's Day and Christmas By The Sea

Special Events and Marketing Manager Debbie Hime provided a brief overview of the Town's upcoming Veterans' Day and Christmas By The Sea events. She also recalled that the recent Boo By The Sea event welcomed roughly 2500 people to the Town, including both residents and visitors, and thanked BSO and the Volunteer Fire Department (VFD) for their assistance with the event.

The Veterans' Day event is scheduled for Thursday, November 11, 2021, at 10 a.m. in El Prado Park. In case of rain, the event will be moved to Jarvis Hall. Over 20 veterans living in Lauderdale-By-The-Sea have expressed interest in attending the ceremony.

Christmas By The Sea is scheduled for Wednesday, December 1, 2021, beginning at 5 p.m. Features include a children's crafts workshop, an appearance by Santa Claus at 6 p.m., and the tree lighting ceremony immediately afterward. A book donation drive is also being held for Action for Literacy. Ms. Hime reviewed the layout of the Downtown area and stage for this upcoming event.

Upcoming Town events include:

- Veterans' Day: Thursday, November 11, 2021
- LBTS Merchants' Association Shop Small Saturday: Saturday, November 27, 2021
- Christmas By The Sea: Wednesday, December 1, 2021
- Farmer's Market: Sunday, December 5, 2021
- Chanukah Festival: Sunday, December 5, 2021
- Dancing By The Sea: expected to begin in January 2022
- Yoga By The Sea: expected to begin in January 2022

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, shared a list of items for which she is thankful, including responsive Commissioners and Staff, previous Town elected officials, business and restaurant owners, passage of recent Ordinances, and the upcoming election.

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

7. PUBLIC SAFETY DISCUSSION

a. BSO October 2021 Report

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

b. VFD October 2021 Report

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

c. AMR October 2021 Report

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

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors advised that Public Information Officer Steve d'Oliveira is working with the South Florida Association of Environmental Professionals, which has requested use of the Town's bio-rock for the harvesting and restoration of baby coral. They also hope to remove some of the tires in use within the Town. The Commissioners agreed with these proposals by consensus.

Town Manager Connors noted that the second Commission meeting in December is typically cancelled due to the holidays. The Commissioners agreed by consensus to cancel the December 28, 2021 meeting.

Public Works Director Ken Rubach stated that a resident has approached the Town to suggest the addition of lighting to the crosswalk at 1800 South Ocean Boulevard. The Florida Department of Transportation (FDOT) has reviewed this crosswalk and was asked to include upgrades as part of a resurfacing project but did not follow through with them due to the potential presence of utilities.

Engineering firm Baxter and Woodman is currently preparing a proposal for exploratory work to determine which, if any, utilities are in the area and how they may need to be

adjusted. The cost of utility relocation can be between \$5000 and \$10,000 per utility. Once this information has been gathered, the item will be brought back to the Commission for a decision on how to proceed with the crosswalk.

Town Manager Connors added that Staff is also looking into the availability of funding for crosswalks in the Town.

Commissioner Malkoon suggested that it may be easier to implement a crosswalk at Assumption Church rather than at the Hamptons Beach Club. He also proposed working with Pompano Beach to determine if a crosswalk can be implemented at Terra Mar. Public Works Director Rubach clarified that the intent would be to enhance the existing crosswalk at the Hamptons Beach Club by providing lighting. FDOT typically determines the need for a public crosswalk by study.

Commissioner Strauss suggested that there may be Broward County transportation surtax dollars, or funds from the Broward Metropolitan Planning Organization (MPO), which could be used toward enhancement of the crosswalk in the event of a positive engineering report.

Public Works Director Rubach also addressed Codrington Drive, recalling that the design process for this project includes outreach to residents. Staff will hold a meeting next week to review basic designs and plans, including features that may or may not be part of the project, such as street trees, traffic calming, and others.

Public Works Director Rubach concluded that beach renourishment has begun in Pompano Beach and will come further south into Lauderdale-By-The-Sea in December. All buildings on the north end of the Town will be contacted about this project to minimize disruptions. Most sand placement will occur above the high-water line.

9. TOWN ATTORNEY REPORT

Town Attorney Trevarthen stated that Staff has prepared a Resolution of support for the restoration of local authority over vacation rental properties, which will come before the Commission later in tonight's meeting. A Resolution regarding legislation that would affect local regulation of businesses is being prepared to come before the Commission in December.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

a. TacoCraft Live Outside Music on New Year's Eve December 31, 2021

Special Events and Marketing Manager Hime stated that this request is for live music on A1A near the restaurant's takeout window on New Year's Eve. They will not include a stage, although lights and a canopy will be provided. The Fire Marshal has reviewed the request for safety. The Town has requested that music end at 1 a.m.

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

12. OLD BUSINESS

None.

13. NEW BUSINESS

None.

14. COMMISSIONER COMMENTS

Vice Mayor Oldaker thanked Special Events and Marketing Manager Hime for her coordination of the Boo By The Sea event and wished all present a happy Thanksgiving.

Commissioner Malkoon advised that he had attended the first in-person Broward League of Cities general meeting in roughly two years.

Commissioner Strauss emphasized the importance of special events to the Town's sense of community.

Mayor Vincent shared his experience with a visiting U.S. veteran, whom he invited to the upcoming event.

All the Commissioners wished all present a happy Thanksgiving and Chanukah and encouraged them to attend the Veterans' Day event.

15. ORDINANCES 1ST READING

- a. **Ordinance 2021-10 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 “UNIFIED LAND DEVELOPMENT REGULATIONS,” SECTION 30-11, “DEFINITIONS” TO DEFINE “TOBACCO PARAPHERNALIA STORES”; AMENDING SUBDIVISIONS L AND M, B-1-A AND B-1 DISTRICT REGULATIONS, TO CHANGE THE LISTS OF PERMITTED AND CONDITIONAL USES AND CREATE SUPPLEMENTAL REGULATIONS; CREATING SECTION 30-281 TO PROVIDE FOR AMORTIZATION OF EXISTING TOBACCO PARAPHERNALIA STORES IN THE B-1 ZONING DISTRICTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, requested that the Commission ensure that they are informed in advance when any business the Town does not wish to encourage plans to relocate within the Town. She expressed concern with the decision to forego any action on existing tobacco paraphernalia stores due to the possibility of litigation.

Adam Steinberg, representing Grateful J's, stated that he had addressed the recent Planning and Zoning Board meeting, at which there was lengthy discussion of the proposed Ordinance and the amortization of existing businesses in particular. He advised that his client had followed all necessary procedures and was given approval to open his business. He continued that it will likely take his client years to begin consistently turning a profit with his business and asked that the Commission vote against the amortization of existing stores.

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

Development Services Director Jhanelle Campbell gave a presentation on the proposed Ordinance, including review of the changes proposed for the B-1 and B-1-A zoning districts as well as the amortization language and proposed options. After Town Commission discussions and public input, the Commission declared a 180-day zoning-in-progress to defer the processing of all applications for uses not specifically listed as

permitted or conditional in the business districts. Staff has reviewed business district Ordinances and made a number of proposed changes for the B-1-A district, including:

- Establishment of definitions for tobacco paraphernalia and tobacco paraphernalia store, which respectively outline the types of devices to be considered in this category while taking various state preemptions into account as well
- Reviewed the list of permitted and conditional uses in each of the Town's business districts to remove uses that were too general and provide clarification as needed
- Remove the following uses which were determined to be too general: market, party supply store, specialty shop, and sundry shop
- Remove the following uses which were determined not to be the best types of uses for the subject area: beauty school, dental lab, trade businesses
- Add medical and dental offices as uses
- Clarify the definition of music store
- Add supplemental regulations to the definition of massage therapist, including the requirement of documentation that is already required by the state; this permits the Town to enforce Code if a business is not in compliance
- Supplement the existing process already in place with a provision that the Town Manager will report to the Commission each time a similar use determination is made in writing
- Removal of car washes, outdoor hand wash, and pet stores as conditional uses

Proposed changes for the B-1 zoning district include:

- Many of the proposed changes previously reviewed for the B-1-A district
- Addition of a definition for cigar store as a permitted use
- Permission for dental labs to remain
- Pet stores may remain as a conditional use, with supplemental regulations for any incoming pet stores; the existing pet store would be allowed to remain, subject to the conditional use development order they have obtained; should that store cease operations for more than 60 days or the conditional use development order is revoked, it would lose its grandfathered status
- Incoming pet stores would be prohibited from selling puppies and kittens, but would be allowed to display animals from rescue organizations
- Elimination of call centers, car washes, and hand washing as conditional uses

Regarding the amortization section of the proposed Ordinance, the Town Commission had directed that the Ordinance include amortization language. This means tobacco paraphernalia stores would be required to cease operations within one year if the

included language is adopted; however, the amortization period could be extended by the Town Manager with the advice of the Town Attorney.

The Planning and Zoning Board reviewed this language and recommended its removal by a 3-2 vote. Staff agrees with the Board's recommendation, as they believe the two stores in existence do not define the character of the Town, and that amortization could send a discouraging message to new businesses.

Staff has provided four options:

- Adopt the Ordinance as drafted, including the amortization of the tobacco paraphernalia stores after one year or any other period the Commission deems appropriate, or which can be demonstrated under case law
- Amend the amortization section to provide for a longer period for the two stores to remain in place as nonconforming uses, during which time they cannot be expanded or intensified
- Amend the Ordinance to remove the amortization section so the two existing stores can remain as nonconforming uses indefinitely
- Amend the Ordinance so that other provisions as the Commission sees fit are approved

Staff recommends that the Commission follow the Planning and Zoning Board's recommendation and approve the proposed Ordinance with the removal of the amortization section, so the two stores may remain as nonconforming uses indefinitely.

The Commissioners discussed the Ordinance, with Commissioner Malkoon requesting clarification of how some removed uses were determined not to be "a good fit" for the Town. Acting Development Services Director Campbell replied that definitions such as market, sundry shop, specialty shop, and party supply store were found to be very general, which could allow for businesses that may not be in line with what the Town wants. Regarding beauty school, dental lab, and trade/business schools, parking impacts and effects on surrounding businesses were considered when these uses were removed from the B-1 and B-1-A sections.

Commissioner Malkoon commented that these uses would not be allowed if they could not meet Code requirements and did not feel they should be eliminated. He also requested additional information on regulations related to massage therapist uses, asking if the Town could insert a requirement for hours of operation. Town Attorney Trevarthen confirmed that this could be considered prior to second reading of the Ordinance.

Commissioner Malkoon continued that he was concerned with the presence of tobacco paraphernalia stores, as these are the first businesses in sight when entering the Town. He noted, however, that he was likely to follow the recommendation of the Planning and Zoning Board and remove the reference to an amortization period.

Vice Mayor Oldaker addressed the reference to the existing pet store, asking how the 60-day period for ceased operations would be affected in the event of a hurricane. Acting Development Services Director Campbell clarified that the 60-day time limit would not apply in this case.

Commissioner Strauss agreed with Commissioner Malkoon's concern that the tobacco paraphernalia store was the first sight when coming into the Town. He stated that while he would approve the Ordinance as drafted, he would like to the removal of the amortization provision, with Staff to investigate whether or not the Ordinance may be revised to require the screening of tobacco paraphernalia from view. This would apply to both such stores.

Commissioner Strauss concluded that if the display of tobacco paraphernalia cannot be regulated, he would be in favor of retaining the amortization language within the Ordinance on second reading.

Commissioner Sokolow asked if the Town has the authority to regulate display. Town Attorney Trevarthen replied that Staff would look into this further. Commissioner Sokolow also requested clarification of the Commission's options if the Ordinance is passed on first reading and comes back for second reading with the amortization language removed and including regulation of display. He asked if they would be able to pass, reject, or defer the Ordinance in that case.

Town Attorney Trevarthen stated that the Commission always has the choice, upon second reading, to amend, adopt, or reject, with the fourth option to delay action. She noted, however, that the Commission declared zoning-in-progress in June 2021, and this status will need to be extended at the December 2021 meeting if the Commission decides to defer the Item.

Commissioner Sokolow concluded that while he was also in favor of removing language referring to amortization, he would like to hear from the affected stores regarding the modification of visibility before making any changes to the Ordinance.

Town Attorney Trevarthen stated that the Ordinance could be brought back to the Commission with the following options:

- As prepared for tonight's meeting
- With the changes discussed at tonight's meeting

Mayor Vincent recalled that he had voted on Ordinance 2010-15, which addressed specialty use. This Ordinance had included a clause stating that any uses not listed may be authorized in the B-1-A district by the Town Manager if the proposed use was similar to a listed use, with the Town Manager or designee to consult with the Commission on such proposals.

Mayor Vincent continued that while he did not wish to impede the subject business owners' ability to succeed, he was not certain that they should succeed in Lauderdale-By-The-Sea. He added that the "similar use" clause had not resulted in bringing the newer of the two shops before the Commission, as intended by the 2010 Ordinance. With regard to amortization, he stated that the business owner may wish to review his books with Town management to determine a more appropriate time period than the one year proposed by the Ordinance.

Mayor Vincent also asked for clarification of what was on the business owner's initial paperwork that did not trigger a mechanism for discussion and review by the Town Commission.

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve the Ordinance on first reading with the elimination of the amortization section and to instruct Staff to investigate modifying the display of merchandise.

It was further clarified that the amortization language could be brought back for consideration upon second reading if that is the Commission's desire.

Motion carried 5-0.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2021-55 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY FOR MUNICIPAL ELECTIONS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING 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 Vice Mayor Oldaker, to approve Resolution 2021-55. Motion carried 5-0.

- b. Resolution 2021-65 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE FOR ENHANCED PATROL SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she was in favor of enhanced patrolling, including on days other than Thursday through Sunday, as this has become necessary in the Downtown area.

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

Lieutenant William Wesolowski of the Broward Sheriff's Office (BSO) recalled that the Town entered into a memorandum of agreement (MOA) with BSO to provide enhanced patrol of the Downtown business corridor. At the May 25, 2021 Commission meeting, the Town Commission voted unanimously in support of these services and approved a budget of \$80,000 for the initiative.

The original MOA expired on September 30, 2021. The new MOA will cover FY 2021/2022.

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve Resolution 2021-65. Motion carried 5-0.

- c. Resolution 2021-66 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE REGIONAL INTERLOCAL AGREEMENT FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE; 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.

Assistant to the Town Manager Herrera explained that Broward County has worked collaboratively with Fire/Rescue agencies to develop a plan to implement closest unit response to life-threatening emergencies. One prerequisite for implementation of this plan is execution of the agreement presented in Resolution 2021-66. The Town Manager has met with VFD Chief Judson Hopping, who concurs that executing the agreement is in the best interest of the Town. American Medical Rescue (AMR) is not a participant in the agreement, as they are a privately owned entity providing emergency services to Lauderdale-By-The-Sea on a contract basis.

Town Attorney Trevarthen emphasized the regional nature of the agreement, which has been coordinated primarily through the VFD. Chief Judson Hopping of the VFD advised that this agreement has been underway since approximately 2004, as it has been difficult to arrange an agreement between 19 separate agencies. The agreement ensures that the closest unit goes to an emergency at their expense. He characterized the agreement as similar to mutual aid, without reimbursement of costs, for life-threatening emergencies only.

Town Attorney Trevarthen further clarified that the agreement establishes the maximum number of times a participating entity may decline to provide aid.

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve Resolution 2021-66. Motion carried 5-0.

- e. Resolution 2021-68 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT WITH THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT TO PROVIDE FOR A ONE-YEAR RENEWAL; APPROVING A ONE-YEAR RENEWAL TO THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she was pleased this was a one-year agreement, as there is concern among Town residents with the possibility of building a public safety complex for the VFD.

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

Assistant to the Town Manager Herrera explained that in 2016, the Town entered into an agreement for fire prevention and protection services with the VFD. The initial term of this agreement expired September 30, 2021, and was extended until December 31, 2021, pursuant to the Town's purchasing manual. The Resolution would renew this agreement for one more year to allow time to review the comments generated by the Fire Department audit.

Mayor Vincent asked if the renewal period at the end of one year would result in another two years of the contract or the entire three-year renewal period. It was clarified that at the end of the one additional year, the Town would enter into a new agreement.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve Resolution 2021-68. Motion carried 5-0.

- f. Resolution 2021-69 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE LEGISLATIVE CHANGES PROHIBITING THE LOCAL REGULATION OF VACATION RENTALS; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.**

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

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve Resolution 2021-69. Motion carried 5-0.

- h. Resolution 2021-71 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF SOLAR RECTANGULAR RAPID-FLASHING BEACONS AND IN ROAD WARNING LIGHT SYSTEM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

Public Works Director Rubach explained that the Town must sign two agreements for work performed on a state roadway: a construction agreement stating the Town will pay all costs, and an agreement to maintain or repair the roadway into perpetuity as long as the system exists. He will serve as construction manager for the project.

Vice Mayor Oldaker noted that some of these beacons located further south appear to be constantly active, flashing at different times. Public Works Director Rubach stated that the beacons at the subject location will be push-button-activated.

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to approve Resolution 2021-71. 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 8:15 p.m.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
November 9, 2021

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Ken Rubach, Public Works Director

Submitting Department: Municipal Services

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title: Hardship Parking Permit for Blue Strawberry By The Sea

Explanation: Section 19-26(c) of the Town's Code of Ordinances address hardship parking permits for the customers of hotel, motel, apartments, and other businesses. These parking permits allow the holder to park at an open metered space within a designated area. There are no spaces reserved for hardship permits and hardship permits cannot be used to park in a space reserved for those with a Residential Parking Permit.

The code provides that the Town Commission shall consider "all applications for non-exclusive hardship permits for the use by the customers of the hotels, motels, apartment hotels, apartments and other businesses and may approve or deny applications for hardship permits for meters within specific geographic locations." The cost of a hardship parking permit is \$324 (plus \$22.68 tax) per space and staff is not proposing an increase. The permit cost was last increased in FY18.

Recommendation: Staff recommends that the Town Commission approve the Hardship Permit Applications for Blue Strawberry By The Sea for four (4) parking spaces in the South Lot.

Attachments: Ex.1 – Blueberry By The Sea Hardship Parking Permit Application



Town of
LAUDERDALE-BY-THE-SEA

4501 Ocean Drive, Lauderdale-by-the-Sea, Florida 33308-3610
Telephone: (954) 640-4200 / Fax (954) 640-4236

Hardship Parking Permit Application

A Hardship Parking Permit allows a customer of a hotel, motel, apartment hotel, apartments or other businesses to park at an open Town parking space within a specific geographic area. The use of the Hardship Parking Permit does not entitle the user the exclusive use of these spaces.

Property: Blue STRAWBERRY by the Sea

Address: 4208 N OCEAN DR
Lauderdale-By-The-Sea, FL 33308

Type of business: MOTEL

Number of Units: 36

Number of parking spaces on site: 20

Number of parking spaces off site: X

Number of Permits this year: X (October 1, 2020)

Number of Permits requested starting October 1, 2021: 4

Attached is a copy of my Business Tax Receipt.

I understand and agree that Hardship Parking Permits may only be used by the customers of my establishment and not be sold. Violations may result in a business' Hardship Parking Permit (s) being revoked or suspended for up to one (1) year.

Owner: MAGNUM holding

Print name: MAGNUM holding

Address: 5151 RUE DE LA Savane - Suite 400
Montreal Qc Canada H4P 1V1

Telephone: 1514 341 8600

Email: munada@tronsmgmt.com



Town of
LAUDERDALE-BY-THE-SEA
4501 Ocean Drive, Lauderdale-by-the-Sea, Florida 33308-3610
Telephone: (954) 640-4200 / Fax (954) 640-4236

December 9, 2021

Ken Tasimiro
Blue Strawberry
4208 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Subject: Hardship Parking Renewals

Dear Property Owner,

As you are aware, Hardship Parking Permits expire on September 30th of each year in accordance with Resolution 2016-01, which set the rate for Hardship Parking Permits for the fiscal year beginning October 1, 2018. The new rate is \$324.00 + \$22.68 (tax). The rate is based on the recommendations of a parking study conducted by Desman & Associates and presented to the Town Commission on April 15, 2015.

Please have your applications in no later than September 17, 2021 to be considered by the Town Commission at their September 28, 2021 meeting.

If you have any questions or concerns, please contact me at 954-640-4200 or
KarenG@LBTS-FL.GOV

Sincerely,

Karen Gates
Senior Office Specialist

TOWN OF LAUDERDALE BY THE SEA
4501 N. Ocean Dr., LBTS, FL 33308

No: 2070

BUSINESS TAX RECEIPT 2021-2022

Date: 8/30/21

Expiration Date: September 30, 2022

Address: 4208 N. Ocean Dr.
Lauderdale-By-The-Sea, FL 33308
Activity: RENTAL EFFICIENCY (143C)



Issued to: Blue Strawberry by the Sea
Blue Strawberry by the Sea
4208 N. Ocean Dr.
Lauderdale-By-The-Sea FL 33308

BUS TAX	5.00
PENALTY	
FIRE INSP	
MISC	
PREV BAL	
Total Paid	5.00
Oct. 1	5.50
Nov. 1	5.75
Dec. 1	6.00
Jan. 1	6.25

Linda Conway
Town Manager

Must be posted in a conspicuous place.

TOWN OF LAUDERDALE BY THE SEA
4501 N. Ocean Dr., LBTS, FL 33308

No: 2070

BUSINESS TAX RECEIPT 2021-2022

Date: 8/30/21

Expiration Date: September 30, 2022

Address: 4208 N. Ocean Dr.
Lauderdale-By-The-Sea, FL 33308
Activity: RENTAL APARTMENT (232.5F)



Issued to: Blue Strawberry by the Sea
Blue Strawberry by the Sea
4208 N. Ocean Dr.
Lauderdale-By-The-Sea FL 33308

BUS TAX	18.75
PENALTY	
FIRE INSP	54.00
MISC	
PREV BAL	
Total Paid	72.75
Oct. 1	74.63
Nov. 1	75.56
Dec. 1	76.50
Jan. 1	77.44

Linda Conway
Town Manager

Must be posted in a conspicuous place.

TOWN OF LAUDERDALE BY THE SEA

4501 N. Ocean Dr., LBTS, FL 33308

No: 2071

BUSINESS TAX RECEIPT 2021-2022**Expiration Date: September 30, 2022**

Date: 7/19/21

Address: 4220 N. Ocean Dr.
Lauderdale-By-The-Sea, FL 33308
Activity: RENTAL EFFICIENCY (143C)



Issued to: Blue Strawberry by the Sea
Magnum Holding Co. c/o Frank Gattinger
4208 N. Ocean Dr.
Lauderdale-By-The-Sea FL 33308

BUS TAX	5.00
PENALTY	
FIRE INSP	
MISC	
PREV BAL	
Total Paid	5.00
Oct. 1	0.00
Nov. 1	0.00
Dec. 1	0.00
Jan. 1	0.00

Linda Conway
Town Manager

Must be posted in a conspicuous place.

TOWN OF LAUDERDALE BY THE SEA

4501 N. Ocean Dr., LBTS, FL 33308

No: 2071

BUSINESS TAX RECEIPT 2021-2022**Expiration Date: September 30, 2022**

Date: 7/19/21

Address: 4220 N. Ocean Dr.
Lauderdale-By-The-Sea, FL 33308
Activity: RENTAL APARTMENT (232.5F)



Issued to: Blue Strawberry by the Sea
Magnum Holding Co. c/o Frank Gattinger
4208 N. Ocean Dr.
Lauderdale-By-The-Sea FL 33308

BUS TAX	18.75
PENALTY	
FIRE INSP	54.00
MISC	
PREV BAL	
Total Paid	72.75
Oct. 1	0.00
Nov. 1	0.00
Dec. 1	0.00
Jan. 1	0.00

Linda Conway
Town Manager

Must be posted in a conspicuous place.



**SITE PLAN DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2019-L2-SPM-01**

PROJECT NAME: Blue Strawberry

ADDRESS OF PROPERTY: 4208 N Ocean Drive

FOLIO #: 4943 18 01 1500

PROPERTY OWNER: Blue Strawberry by the Sea, Inc.

APPLICANT: Blue Strawberry by the Sea, Inc.

APPLICANT ADDRESS: 5030 Champion Way, #G-11-281, Boca Raton, FL 33496

REQUEST: Pursuant to Article IV, Division 2 of Chapter 30 of the Town's Code of Ordinances, the Applicant is requesting a site plan amendment to increase the total number units from 30 to 36 so that the buildings' renovations meet the Town's zoning and land use requirements for property located at 4208 N Ocean Drive.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on November 12, 2019, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve a site plan is hereby approved as shown on the site plan submitted by SD Collaborative dated September 30, 2019, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. The approval of the Site Plan Modification is contingent upon the Administrative Adjustment for three (3) parking spaces being approved by the Town Manager.
2. Until the construction and all inspections associated with this Site Plan are complete and a new Certificate of Occupancy has been issued, no more than thirty (30) units may be rented on this property at any time. In addition, those units may only be in a configuration as shown on sheets A200a, b, c and d in the plans incorporated into this Development Order as Exhibit 1.
3. The Applicant shall provide eight (8) bicycles to be placed in eight (8) of the sixteen (16) spaces to be provided in a bicycle rack. The remaining four (4) bicycles spaces in the rack may be left open for use by guests with bicycles. Bicycles shall be maintained in good, rust-free, operational, and safe condition.
4. The Applicant shall secure a building permit, as defined in Section 30-121 (e) of the Town Code, for the project within twelve (12) months of the date of the development order approval and a certificate of completion for all structures within eighteen (18) months of obtaining the building permit. An extension to the deadline for completion of construction may be granted by the Special Magistrate pursuant to the requirements of Section 6-12 of the Town Code.
5. All construction shall be in accordance with the plans, incorporated into this Development Order as Exhibit 1, which incorporate all modifications and conditions approved by the Town Commission. The Site Plan may be modified as required as part of the building permit and/or architectural review process.
6. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the subject property in which the building permit is being issued. If fees are related to a Code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
7. The approved Site Plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
8. All applicable state and federal permits shall be obtained before commencement of construction.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may

commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

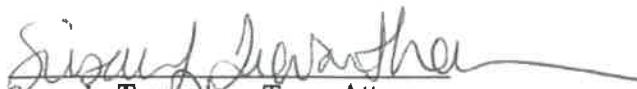
APPROVED this 12th day of November, 2019


MAYOR CHRIS VINCENT

ATTEST:


Tedra Allen, Town Clerk, CMC

Approved as to form:


Susan L. Trevarthen, Town Attorney

U:\0 Properties\Ocean Drive\Ocean Drive North\Ocean Drive N 4208 (Blue Strawberry w 4220)\Site Plan Amendment\Ex 5 2019-L2-SPM-01 Development Order Blue Strawberry.docx



Town of Lauderdale-by-the-Sea
Development Services Department

To: Planning and Zoning Board
From: Linda Connors, Development Services Director
Date: October 30, 2019
Meeting Date: November 6, 2019
Project: **2019-L2-SPM-03 Site Plan Modification 4208 N Ocean Drive (Blue Strawberry)**

The purpose of this memorandum is to provide findings and recommendations regarding the Level 2 Site Plan Modification application (Exhibit 1) submitted to the Town of Lauderdale-by-the-Sea (the "Town") for the Blue Strawberry hotel located at 4208 N Ocean Drive (Diagram 1). The Applicant, is requesting a modification from the approved site plan to add six (6) hotel units to the existing building for a total of thirty-six (36) hotel units.

Diagram 1



The Applicant has paid the appropriate fee and submitted the required documents. Notice to all property owners located within a three-hundred (300) foot radius has been given, the subject property has been posted and the public hearing has been advertised pursuant to Section 30-139 of the Town Code of Ordinances (the Town Code). (Exhibit 2) Staff has received no comments from the public regarding this request.

Background

The subject property is zoned RM-25. The future land use classification for the site is Medium High (25) Residential. The subject property currently consists of a .52-acre parcel. The subject property previously contained two (2) separate lots that were individually developed in 1958 and 1959

respectively, each with a fifteen (15) unit hotel (4208 and 4220 N Ocean Drive) along with each unit having a full kitchen. The two (2) separate lots were previously combined into a single lot through a Unity of Title to form the subject property (Folio No. 494318011500).

The Applicant and current owner, Blue Strawberry by the Sea Inc., purchased the thirty-six (36) unit hotel in 2016. Upon review by Staff, it was determined that three (3) of the 1-bedroom units in each building had been split into two (2) units without permits to create six (6) unpermitted units.

The Applicant has submitted a site plan amendment so that the Town may review their request to keep the six (6) unpermitted units.

Documents

This office has reviewed the documents submitted pursuant to the requirements of the Town's Code. This review is based on the following plat, surveys and plans submitted by SD Collaborative for Blue Strawberry by the Sea Inc.:

1. Cover Page, prepared by SD Collaborative, no date.
2. Survey and Aerials, prepared by SD Collaborative, dated September 30, 2019, Sheet A002.
3. Site Photos, prepared by SD Collaborative, dated September 30, 2019, Sheet A003.
4. Local Municipal Parking Plan, prepared by SD Collaborative, dated September 30, 2019, Sheet A005.
5. Existing Site Plan, prepared by SD Collaborative, dated September 30, 2019, Sheet A100.
6. Site Analysis and Zoning District Map, prepared by SD Collaborative, dated September 30, 2019, Sheet A100a.
7. New Site Plan, prepared by SD Collaborative, dated September 30, 2019, Sheet A101.
8. Existing Ground Floor Plan Building 4208, prepared by SD Collaborative, dated September 30, 2019, Sheet A200a.
9. Existing Second Floor Plan Building 4208, prepared by SD Collaborative, dated September 30, 2019, Sheet A200b.
10. Existing Ground Floor Plan Building 4220, prepared by SD Collaborative, dated September 30, 2019, Sheet A200c.
11. Existing Second Floor Plan Building 4220, prepared by SD Collaborative, dated September 30, 2019, Sheet A200d.
12. New Ground Floor Plan Building 4208, prepared by SD Collaborative, dated September 30, 2019, Sheet A2001a.
13. New Second Floor Plan Building 4208, prepared by SD Collaborative, dated September 30, 2019, Sheet A201b.
14. New Ground Floor Plan Building 4220, prepared by SD Collaborative, dated September 30, 2019, Sheet A201c.
15. New Second Floor Plan Building 4220, prepared by SD Collaborative, dated September 30, 2019, Sheet A201d.

16. Landscape Plan, prepared by Sol Arch and All Landscape Data, Inc., dated September 21, 2018, Sheet L100.
17. Planting Notes & Details, prepared by Sol Arch and All Landscape Data, Inc., dated September 21, 2018, Sheet L101.
18. Site Improvement Plan, prepared by The Beta Jones Group, dated December 4, 2018, Sheet C 1.0.

Review

The plans have been reviewed by the Town's Planner, Susan Leven. Comments are discussed below.

Density (Section 30-241 (k))

The Town Code calculates the number of units allowed on this type of property by ascribing 1,742 SF of required lot area to each permitted unit with a kitchen, and 871 SF to each permitted unit without a kitchen. The actual total square footage of this property is 23,033 SF. However, based on the number and type of approved permitted units, the square footage of lot area that would support those units has been grandfathered at 52,260 SF. Based on this, any alterations necessary to bring this property into compliance cannot exceed 52,260 SF in total required lot area.

The lot area could accommodate the proposed number of units in its permitted configuration (number of units with kitchens v. number of units without kitchens); however, this would not be enough lot area to include the additional six (6) unpermitted units. The Applicant is proposing six (6) kitchens in the southernmost building, and fifteen (15) kitchens in the northernmost building for a total of twenty-one (21) units with kitchens and fifteen (15) units without kitchens. The lot area requirement for this configuration would be 49,647 SF, which is below the grandfathered lot area of 52,260 SF.

Setback Requirements (Section 30-241(h))

There will be no changes to the approved setbacks for the building.

Parking Requirements (Section 30-318)

Section 30-318 (i) of the Town Code sets forth parking requirements for hotels, requiring one parking space for each unit. The original-permitted plan had twenty-one (21) parking spaces for thirty (30) units. In order to accommodate the additional six (6) units, the Applicant is required to have six (6) additional parking spaces. In addition, one (1) of the twenty-one (21) spaces was removed to create a handicap space, leaving a shortfall of seven (7) spaces. The Applicant has chosen to address the seven (7) parking spaces through the provision of bicycle racks for four (4) of the spaces, and with a waiver request for three (3) spaces through application for an Administrative Adjustment.

Potential Impacts to Adjacent Properties (Section 30-122)

There would be no discernable additional impacts to the adjacent properties from the addition of the six (6) units, since they have been operating with the existing structures for a number of years.

Landscaping (Sections 30-122, 30-475, 30-478, 30-481)

There are new plantings associated with the changes to the parking area.

Fire

The Fire Inspector will review the plans with the building permit application.

Engineering

The Town Engineer will review the plans with the building permit application.

Summary Findings and Recommendations

The proposed plans submitted by the Applicant are consistent with the Land Development Code.

Town staff recommends approval of the site plan modification with the following conditions:

1. The approval of the site plan is contingent upon the Administrative Adjustment for three (3) parking spaces being approved by the Town Manager.
2. Until the construction and all inspections associated with this plan are complete and a new Certificate of Occupancy has been issued, no more than thirty (30) units may be rented on this property at any time. In addition, those units may only be in a configuration as shown on sheets A200a, b, c and d in the plans incorporated into this document as Exhibit 1.
3. The Applicant shall provide eight (8) bicycles to be placed in eight (8) of the sixteen (16) spaces to be provided in a bicycle rack. The remaining four (4) bicycles spaces in the rack may be left open for use by guests with bicycles. Bicycles shall be maintained in good, rust-free, operational, and safe condition.
4. The Applicant shall secure a building permit, as defined in Section 30-121 (e) of the Town Code, for the project within twelve (12) months of the date of the development order approval and a certificate of completion for all structures within eighteen (18) months of obtaining the building permit. An extension to the deadline for completion of construction may be granted by the Special Magistrate pursuant to the requirements of Section 6-12 of the Town Code.
5. All construction shall be in accordance with the plans, incorporated into this document as Exhibit 1, which are listed in this report, which incorporate all modifications and conditions approved by the Town Commission. The site plan may be modified as required as part of the building permit and/or architectural review process.
6. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
7. The approved site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Town for issuance of the approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
8. All applicable state and federal permits shall be obtained before commencement of construction.

Procedure

Following the Planning and Zoning Board's review and recommendations, staff will schedule the Commission's review of the application on November 12, 2019.

Exhibits

1. Application
2. Plans

U:\0 Properties\Ocean Drive\Ocean Drive North\Ocean Drive N 4208 (Blue Strawberry w 4220)\Site Plan
Amendment\P&Z Information\2019-L2-SPM-01 Site Plan Mod Blue Straw Staff Report FINAL 10.31.19.docx

Sec. 19-26. Parking permits.

- (a) *Resident and commercial parking permits.* A parking permit may be purchased for qualified vehicles of qualified owners or renters of residential or commercial property in the Town, as provided herein.
- (1) *Definitions.* For purposes of this section, the following terms shall have the meaning given below.
- a. *A qualified residential owner or renter* means a person who is eligible to apply for a resident parking permit because that person meets one of the following criteria:
 - 1. A person who owns and occupies a residential property located within the Town;
 - 2. A person who has resided, for at least a year prior to the date of applying for a resident parking permit, with the owner of a residential property located within the Town;
 - 3. A person who rents residential property under an annual lease and resides at that property in the Town;
 - 4. A person who rents residential property with less than an annual lease who provides documentation that he or she has resided in the Town at the same address for at least a year prior to the date of applying for a resident parking permit; or
 - 5. A "snowbird" person who owns or rents property in the Town and occupies that property for part of the year, who provides documentation that he or she has resided in the Town for part of the year in the year prior to the date of applying for a resident parking permit.
 - b. *A qualified commercial owner* means a person or corporation who is eligible to apply for a commercial parking permit because that person meets the following criteria:
 - 1. A person or corporation who owns a commercial property in a business district in the Town.
 - c. *A qualified vehicle* means a vehicle that is eligible for display of a resident or commercial parking permit because it meets one of the following criteria:
 - 1. A vehicle that is owned or leased by a qualified residential owner or renter and is registered at the address used to qualify for a residential parking permit;
 - 2. A vehicle that is owned or leased by a qualified commercial owner;
 - 3. A company vehicle that is provided for the full-time use of the qualified residential owner or renter or a qualified commercial owner; or
 - 4. A "snowbird" vehicle that is not registered at the address but is owned by a qualified owner or renter of residential property who occupies his or her residence for part of the year.
- (2) *Number available; user.*
- a. *Residential.* A qualified residential owner or renter may purchase and use a resident parking permit for each of his or her qualified vehicles.
 - b. *Commercial.* A qualified commercial owner may purchase a commercial parking permit for each of his or her qualified vehicles, up to a maximum of two permits. A commercial parking permit may only be used by an individual who is a qualified commercial owner, or by an officer of the corporation, if the corporation is a qualified commercial owner.
- (3) *Display.* A parking permit shall be affixed to and displayed at the bottom left of the front window (driver's side) of the qualified vehicle.
- (4) *Use and meter payment.*

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- a. *Paid metered parking.* If the driver of a vehicle displaying a parking permit pays the regular meter charge for a metered parking space, such parking shall not be restricted in any way by the parking permit program.
 - b. *Unpaid metered parking.* A resident or commercial parking permit may be used to park for free at any available Town meter according to the rules and procedures of that parking area, if all of the applicable following requirements are met:
 - 1. *Three-hour limit.* Parking with a resident or commercial parking permit shall not exceed three hours per day, and
 - 2. *Location with resident parking permit.* Parking using a resident parking permit is not allowed within 600 feet of a person's residence, or within 600 feet of a resident parking permit holder's:
 - i. Place of employment during the permit holder's working hours; or
 - ii. Commercial property or place of business during the hours that the business is operating; and
 - 3. *Location with commercial parking permit.* A qualified commercial owner with a commercial parking permit may park within 600 feet of a commercial property they own.
 - (b) *Employee parking permit.* There may be available to bona fide employees of businesses holding a business tax receipt an employee parking permit. An employee parking permit shall not specifically reserve any parking space, but shall allow unlimited parking in employee parking posted areas and may only be used by the employee to whom the permit is issued and only during the employee's working hours.
 - (1) Application for an employee parking permit shall be on forms prescribed by the Town Clerk that shall include proof of employment.
 - (2) Use of an employee parking permit by any person other than the employee to whom the permit is issued or by the employee during non-working hours is prohibited and will result in the termination of that employee permit.
 - (c) *Hardship parking permit.* The Town Commission shall consider all applications for non-exclusive hardship permits for the use by the customers of the hotel, motel, apartment hotel, apartments and other businesses and may approve or deny applications for hardship permits for meters within specific geographic locations.
 - (d) *Hardship visitor parking permit.* A property with a hardship permit, other than a hotel or motel, may apply to purchase up to 15 24-hour visitor parking permits, per hardship permit, during a fiscal year.
 - (e) The Town Commission may, by resolution, establish additional parking permit programs as necessary to address the parking needs of the Town.
 - (f) The Town Commission shall, by resolution, establish rates for all permits authorized by this section and may set the maximum number of each type of permit available.
 - (g) The Town Manager shall designate which Town parking spaces may be used for employee or hardship permits.
 - (h) Violation of this section is punishable by suspension or revocation of the parking permit. The Town Manager is authorized to revoke or suspend employee parking permits for up to one year following a hearing if it is determined that the parking permit was used in violation of this subsection. Any revocation or suspension may be appealed to the Town Commission.

(Ord. No. 314, § 4, 5-9-89; Ord. No. 330, § 1, 9-11-91; Ord. No. 352, § 1, 9-14-94; Ord. No. 362, § 2, 3-14-95; Ord. No. 03-509, § 2, 3-11-03; Ord. No. 2007-06, § 2, 4-10-07; Ord. No. 2009-18, § 1, 4-28-09; Ord. No. 2009-24, § 1, 6-

9-09; Ord. No. 2011-09, § 2, 5-24-2011; Ord. No. 2012-02, § 2, 2-28-2012, eff. 3-14-2012; Ord. No. 2015-05, § 2, 6-9-2015)

Editor's note(s)—Ord. No. 2009-18, § 1, adopted April 28, 2009, changed the title of § 19-26 from "Permits in posted areas" to read as herein set out.



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Jhanelle Campbell, Director of Development Services

Submitting Department: Development Services

Item Type: Consent

Agenda Section: Consent Agenda

Subject Title: Dee Jay Beach Resort (4617 El Mar Drive) Second Request for Extension to Complete Construction

Explanation: The Dee Jay Beach Resort suffered extensive damage to one of its' buildings as a result of a fire that took place on August 18, 2020. Town Code Section 30-137 (c)(1)(d) **(Exhibit 1)**, states that a structure that is nonconforming as to height, setback, square footage, parking or density that is destroyed by fire may be rebuilt with the original nonconformities, if the following occurs:

1. The property owner has submitted and received Town approval of a site plan depicting the replacement building; and construction of the replacement building is commenced within 12 months of the date of destruction, or
2. The Commission grants one or more six-month extensions to the time for commencement of construction

The Town Commission previously granted an extension at its July 13, 2021 meeting with the condition that an engineer's report be submitted which established the structural soundness of the building. The required report was received and has determined that the damaged building can remain **(Exhibit 3)**. The Town's Building Department and Fire Marshal reviewed the engineer's report and agree that the building can remain with the following conditions;

1. The total cost of repairs must be included in the building permit package submittal.
2. The repairs must comply with the 2020 Florida Building Code.

To date, the property owner has obtained an exploratory demolition permit **(Exhibit 4)** and expects to submit building permits for renovation before the Thanksgiving holiday.

To date, a building permit has not been submitted for the town's review and construction has not commenced. To maintain the nonconformities of the property, the Commission must approve a request for an extension. The property owner's request **(Exhibit 2)** is for an additional six months to complete construction on the property.

Staff will continue to monitor the progress of this project and proceed accordingly once the building permit application is received.

Recommendation: Approve the second request for additional time as proposed by the property owner.

Attachments:

- Ex.1 – Code Section 30-137(c)(1)(d)
- Ex.2 – Engineer’s Report
- Ex.3 – Demolition Permit
- Ex.4 – Permit History

Sec. 30-137. Nonconforming uses and structures.

(a) *Existing uses and structures.*

- (1) Any lawful use or structure, excluding signs, existing on the effective date of this chapter and which by the terms thereof has become a nonconforming use or structure is hereby declared not to be in violation at this chapter's effective date.
- (2) The provisions of this division shall also apply to buildings, structures, land, premises or uses which hereafter become nonconforming due to a change or a reclassification of district or become nonconforming due to a change in district regulations.
- (3) Such a nonconforming use or structure shall be subject to all of the provisions of this section pertaining to its continuance, change and discontinuance and section 7.1 of the Town Charter.
- (4) These regulations shall not be deemed to require a change in the plans, construction or designated use of any building on which actual construction was lawfully begun prior to the effective date of the passage of or amendment to these regulations and upon which actual building construction has been diligently carried on. In no event shall the time of such construction exceed a period of eighteen months except upon approval of the Town Commission.
- (5) Unlawful use or structure not authorized. Nothing in this chapter shall be interpreted as authorization for or approval of:
 - a. The continuation of the use of a structure or premises established in violation of any ordinance in effect at the date it was established; or
 - b. The continuation of a structure or building which did not comply with the requirements and conditions of a variance approval or conform to the land development regulations for minimum lot area and dimension, minimum yard setback requirements, maximum building height, total floor area, lot coverage, square footage, density and minimum floor area requirements or other characteristics of the structure, or its location on the lot, which were in effect at the date the building or structure was constructed.
- (6) When a period of time is specified in this division for the removal or discontinuance of nonconforming buildings, structures or uses, said period shall be computed from the effective date of such reclassification or change of regulations.

(b) *Nonconforming use.*

- (1) *Continuance of nonconforming uses.* Any legal nonconforming use may be continued in accordance with the requirements of this section and section 7.1 of the Town Charter.
- (2) *Extensions of nonconforming use.*
 - a. The nonconforming use of a building may be extended throughout any part of a building clearly designed for such use but not so used at the effective date of this chapter.
 - b. Any nonconforming use which occupied a portion of a building not designed or intended for such use shall not be extended to any other part of the building.
 - c. No nonconforming use shall be extended to occupy any land outside the building on the same plot not used for such nonconforming use of land at the effective date of this chapter.

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- d. The nonconforming use of land shall not be extended to any additional land not so used at the effective date of this chapter.
- (3) *Structure containing nonconforming use.*
- a. *Safety and sanitation applicable.* Nothing in this article shall prevent or excuse compliance with applicable laws or resolutions relative to the safety and sanitation of a building occupied by a nonconforming use.
- b. *Repair, alteration, enlargement of structure.* No structure utilized for a nonconforming use shall be enlarged, extended, reconstructed or structurally altered unless the use is changed to one which complies with the provisions of this chapter, except that limited repairs, maintenance and improvements may be carried out as provided below.
1. *Work valued 50 percent or less within a year.* On any building devoted in whole or in part to any nonconforming use, work may be done in any period of 12 consecutive months on ordinary repairs or on repair or replacement of nonbearing walls, fixtures, wiring or plumbing to an extent not to exceed 50 percent of the current replacement cost of the building; provided, that the following are not increased:
- i. Cubic volume of the building, as it existed at the time of passage of or amendment to these regulations:
- ii. Floor area devoted to the nonconforming use; and
- iii. Number of dwelling units above those otherwise permitted.
2. *Damage exceeding 50 percent of value.* If any building in which there is a nonconforming use is damaged by fire, flood, explosion, collapse, wind, war or other catastrophe to such an extent that surpasses 50 percent of the replacement cost of the building or structure, it shall not be again used or reconstructed except in full conformance with all applicable land development regulations and section 7.1 of the Town Charter.
- (4) *Change of nonconforming use.*
- a. In any residential district, any change of a nonconforming use in a conforming building shall be to a conforming use.
- b. In a residential district, a nonconforming use in a nonconforming building shall be changed only to a use permitted in the particular residential district involved, except as provided in subsection (e)(4) below.
- c. Any change of a nonconforming use of land shall be to a conforming use, except as provided in subsection (4)d. below.
- d. Change of tenancy, ownership or management of a nonconforming use is allowed, provided that there is no change in the specific character of such nonconforming use except as may be permitted by this chapter. For example, a nonconforming professional office may continue as a nonconforming professional office after a change in tenancy, ownership or management, but may not continue as another commercial or business use unless those uses are permitted by the Code in effect at the time of the change. Likewise, a retail store may continue as another type of retail store, but not as a laundromat or other type of service establishment if such uses are not permitted by the Code in effect at the time of the change.
- (5) *Discontinuance or abandonment of a nonconforming use.*
- a. If for any reason a nonconforming use of land ceases or is discontinued for a period of more than 60 days, the land shall not thereafter be used for the same or any other nonconforming use.

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- b. If for any reason the nonconforming use of a building ceases or is discontinued for a period of 60 days or more (not including periods when restoration is in progress), the building shall not thereafter be used for the same or any other nonconforming use.
 - c. Any part of a building, structure or land occupied by a nonconforming use which is abandoned shall not again be occupied or used for a nonconforming use.
 - d. Any part of a building, structure or land occupied by a nonconforming use which is changed to or occupied by a conforming use shall not thereafter be used or occupied by a nonconforming use.
- (6) *Illegal use.* The casual, temporary or illegal use of land or a building shall not be sufficient to establish the existence of a nonconforming use or to create any rights in the continuance of such a use.
- (c) *Nonconforming structures.*
- (1) *Continuance and replacement of nonconforming structures.* The lawful existence of a structure or building at the effective date of adoption of these regulations, although such structure or building does not conform to the land development regulations for minimum lot area and dimension, minimum yard setback requirements, maximum building height, total floor area, lot coverage, square footage, density, parking and minimum floor area requirements or other characteristics of the structure, or its location on the lot, may be continued so long as it remains otherwise lawful, subject to the following provisions:
- a. Should such structure or building be destroyed by any means to an extent that surpasses 50 percent of the replacement cost of the building or structure, it shall not be reconstructed except in conformity with the provisions of this section and any other applicable land development regulations including, but not limited to, section 7.1 of the Town Charter.
 - b. Should such structure or building be destroyed by any means to an extent less than 50 percent of its replacement cost, it may be restored with the original nonconformities.
 - c. Should such structure or building be moved for any reason for any distance whatever, it shall thereafter conform to the land development regulations for the zoning district in which it is located after it is moved.
 - d. Notwithstanding the foregoing, an existing building that is nonconforming as to either height, setbacks, square footage, parking or density may be replaced by a new nonconforming building with the original nonconformities when, and only when:
 - 1. The existing nonconforming building has:
 - (i) Been destroyed by fire, natural disaster, or other act of God; and
 - (ii) The property owner has submitted and received Town approval of a site plan depicting the replacement building; and
 - (iii) Construction of the replacement building is commenced within 12 months of the date of destruction; or
 - 2. The existing nonconforming building is:
 - (i) Demolished as part of a Town-approved redevelopment of the property; and
 - (ii) Prior to demolition, the property owner has submitted and received Town approval of a site plan depicting the replacement building; and
 - (iii) Construction of the replacement building is commenced within six months of the date of site plan approval.
 - 3. The Town Commission may grant one or more six-month extensions to the time periods for commencement of construction established in paragraphs (c)(1)d.1.(iii) and (c)(1)d.2.(iii),

above, provided a written request for extension is filed with the Town Clerk prior to (in the case of a first request for extension) the expiration of the initial applicable time period for commencement of construction or prior to (in the case of a subsequent request for extension) the expiration of the most recent extension of the applicable time period for commencement of construction.

4. All new nonconforming buildings constructed pursuant to the provisions of either subsections d.1 or d.2, above, shall comply, where applicable, with the restrictions on use and parking availability established in section 7.1 of the Town Charter and if located in the B-1-A or B-1 zoning district, with the requirements of subsection 30-261(d), design, or subsection 30-271(d), design, as applicable.
 5. Replacement of nonconforming parking shall be subject to subsection 30-137(c)(3).
 - e. The maximum allowable height of any new nonconforming building constructed pursuant to the provisions of either paragraph d.1 or d.2, above, shall not exceed the original height of the nonconforming building which it replaces, plus any additional height which (because of the requirements of State or Federal law, or because of the restrictions on use established in section 7.1 of the Town Charter) may be necessary to obtain the same number of habitable stories as was contained in the original nonconforming building. Nothing in this section shall be construed to prevent a new nonconforming building from being constructed to a lesser height or from containing fewer habitable stories than that of the original nonconforming building which it replaces. For the purposes of this section, the term "habitable story" means any story or part thereof that is used as a home or place of abode, either permanent or temporary, by one or more persons.
 - f. The maximum allowable square footage of any new nonconforming building constructed pursuant to the provisions of either paragraph d.1 or d.2, above, shall not exceed the original square footage of the nonconforming building which it replaces, plus any additional square footage which (because of the requirements of State or Federal law, or because of the restrictions on use established in section 7.1 of the Town Charter) may be necessary to obtain the same number of habitable square feet as was contained in the original nonconforming building. Nothing in this section shall be construed to prevent a new nonconforming building from being constructed either with less total square footage or with less habitable square footage than that of the original nonconforming building which it replaces. For the purposes of this section, the term "habitable square footage" means the square footage of that portion of a building that is used as a home or place of abode, either permanent or temporary, by one or more persons.
- (2) *Alterations, construction, repairs, and maintenance and change.* A nonconforming structure or building may be maintained and repairs and alterations may be made subject to the following:
- a. No such building or structure shall be enlarged upon or altered in any way that increases its nonconformity;
 - b. Such building or structure or portion thereof may be altered to decrease its nonconformity except as may be herein provided.
 - c. Such nonconforming buildings or structures shall not be used as a basis for adding other structures or uses prohibited elsewhere in the same district.
- (3) *Nonconforming parking areas.* Nonconforming parking areas may be rebuilt, reconstructed, restriped, resurfaced or repaired, subject to the requirements of this section.
- a. Changes to the parking area which trigger compliance with handicap parking requirements under the Florida Building Code must provide the required handicap parking spaces.

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- b. To the extent feasible, the parking area shall achieve the maximum degree of compliance possible with the parking, landscape and drainage requirements of the Code at the time of improvement.
 - c. Permits approved under this section shall be reviewed by the Department to determine that the proposed plan improves the overall degree of nonconformity balancing drainage, landscape, parking stall dimension, traffic flow and handicap improvements against any reduction in parking spaces due to the provision of required handicap spaces or improvements required to improve the safety of the parking area.
 - d. Required parking spaces that are legally established shall not be removed, unless the removal is required to improve the reasonable safety of the parking lot, as may be determined in the sole discretion of the Town.
 - e. Stand-alone parking lots approved for valet parking only, shall not be required to eliminate more than 25 percent of the currently existing spaces in order to comply with this section.
 - f. The Town Manager may approve, deny or approve the submitted parking area plans with modifications.
 - g. Any legal nonconforming parking area improved under this section shall remain a legal nonconforming lot unless the lot as improved fully complies with the Code.
- (d) *Duplex properties.* The previous provisions of section 30-137 notwithstanding, all nonconforming duplex properties shall be governed by this section in addition to any applicable provisions of the zoning district and section 7.1 of the Town Charter.
- (1) *Definitions.* For purposes of this subsection, the following terms have been defined in section 30-11:
- Duplex unit;
 - Dwelling, duplex or two-family;
 - In existence;
 - Separate ownership;
 - Shared duplex boundary;
 - Split lot duplex property.
- (2) *Status.*
- a. *Subdivision of platted lot occupied by a duplex dwelling prohibited.* The subdivision of a property containing any duplex dwelling after February 9, 2016 into a split lot duplex property is prohibited, and:
 - 1. Such duplex unit and lot shall be illegal nonconforming; and
 - 2. The structure may not be maintained, expanded, or reconstructed except in full conformance with all the requirements of this Code.
 - b. *Duplex unit on a split lot duplex property.* A split lot duplex property that was created and under separate ownership on or before February 9, 2016 shall be considered legal nonconforming. Such property shall be considered a legal lot and may be utilized for a single family dwelling, regardless of density limitations.
- (3) *Redevelopment of split lot duplex properties.*
- a. *Repair, alteration, maintenance, or expansion of duplex unit or duplex dwelling on a split lot duplex property.* Any duplex unit on a split lot duplex property in existence on or before February

9, 2016 may be maintained, altered, or expanded in compliance with the regulations of the zoning district in which it lies.

- b. *Architectural review required.* The exterior renovation, rebuilding, or restoration of a duplex unit shall be subject to the architectural review requirements of this chapter for consistency in form and style with the remaining duplex unit to which the reconstructed duplex unit will be attached. The Town will allow an alternative architectural style if both of the owners of the split lot duplex properties redevelop their property at the same time and submit a joint application.
- c. *Destruction of a duplex unit up to and including 50 percent.* A duplex unit on a split lot duplex property that is destroyed by up to and including 50 percent of the current replacement cost of the duplex unit may be repaired and rebuilt as a duplex unit.
- d. *Destruction of a duplex unit greater than 50 percent.*
 - 1. If one or both duplex unit(s) on either side of a shared duplex boundary are damaged by fire, flood, explosion, collapse, wind, war or other catastrophe to an extent that surpasses 50 percent of the replacement cost of either or both of the duplex units, then the split lot duplex properties' owners may redevelop the duplex units together as a duplex dwelling if both of the property owners sign a maintenance agreement document provided by the Town or in a form approved by the Town Attorney.
 - 2. If either of the property owners fail to sign a maintenance agreement, redevelopment of either split lot duplex property may occur only as a single-family structure with the following setback provisions:
 - i. The setback for the property line that was originally a shared duplex boundary, shall be not less than three feet.
 - ii. If required in order to achieve the same square footage as the original duplex unit, the setback of other property lines may be reduced by an aggregate total of four feet.
 - 3. The property owner may apply for relief from other provisions of this Code, through administrative adjustments and/or variances as set forth in section 30-127 or section 30-128 of this chapter, which relief may be granted only if the criteria of those provisions are determined to be met; however, no further administratively approved setback adjustments shall be considered.

(Ord. No. 2014-08, § 3, 7-7-2014; Ord. No. 2016-01, § 3, 2-9-2016; Ord. No. 2018-26, § 2, 11-13-2018)

Editor's note(s)—Ord. No. 2016-01, § 3, adopted Feb. 9, 2016, set out provisions adding subsection 30-137(m). To follow the existing subsection numbering, and at the editor's discretion, said provisions have been included herein as subsection 30-137(d).

W.R. Lipscomb, Inc.
FBPE 6898
PMB 2631
934 N. University Dr.
Coral Springs, FL 33071
954-255-5689

August 16, 2021

Dr. Andrew Greenberg
Dee Jay Beach Resort
4613 El Mar Dr.
Lauderdale by the Sea, FL 33308

Project: Dee Jay Beach Resort – 4613 El Mar Dr., Lauderdale by The Sea, FL 33308
Reference: Evaluation of Fire Damaged Structure
File: \Struct Evaluation – Dee Jay Beach Resort – 20025.00.doc

Dr. Greenberg,

After the water damaged interior finishes of the above referenced Dee Jay Beach Resort building were removed, I observed the condition of the exposed structure of the building. The purpose of the inspection was to evaluate the damage to the structure due to a recent fire and determine the overall condition of the structure. All of the findings contained in this report are based on visual observations only. No structural calculations or review of existing drawings were done as a part of this investigation.

The structure of the 2-story building consists of what I assume is a piling foundation supporting grade beams and a structural slab on grade. The exterior walls are concrete masonry and the interior of the building consist of 2" x 4" wood stud bearing walls spaced 10 to 12 feet on center the length of the building, supporting 2" x 10" wood joists for the second floor and roof. At the time of my inspection, all of the interior finishes had been removed fully exposing the above-described structure.

From what was observed, the recent fire appears to have started in the middle ground floor unit in the rear (north side) of the unit. The fire burned through the second floor into the upstairs unit continuing up the walls and burning an approximately 4 feet by 8 feet hole through the roof. While the fire burned completely through the wood frame second floor and roof, none of the surrounding wood structure collapsed as a result of the fire. In addition, it appears that the fire did not burn through the drywall covering the inside face of north masonry wall, since there was no scorching of the inside face of the masonry.

With all the water damaged finishes removed, exposing the interior structure, I was able to evaluate all of the interior structure of the building. In addition to the fire damage, the following structural deficiencies were observed.

1. A large percentage of the interior wood structure has severe mold growth throughout the building. I would estimate between a third to half of all the structural wood members have mold that has started to compromised the load capacity of the wood and would require that those members be removed and replaced. See photos 2 and 5. I observed one of the wood wall bottom plates that could be crushed with just modest finger pressure.
2. All the window openings in the exterior walls are framed using 4 sided precast concrete frames inset into the masonry openings. A majority if not all of the precast frames are significantly spalling. See photo number 6. No spalling was observed in the masonry or concrete columns or tie beams.
3. All of the wall studs, floor joists, and roof joists are connected by simple toe nailing. See photos 7 and 8. No light gauge metal Simpson style connectors were observed in any of the wood frame connections. Note that toe nailing has only minimal resistance to wind uplift loads.
4. Termite damage was observed in an area of the underside of the roof deck. See photo 9.

The damage to the structure resulting from the fire can be repaired. It is my recommendation however that all of the interior wood bearing walls along with the second floor and roof structure be completely removed and replaced with wood frame or light gauge metal with connections capable of resisting the current code required wind uplift loads. The existing concrete slabs and exterior masonry walls can remain with no or minimal repairs or modifications. In addition, I recommend that all of the precast concrete window frames be removed, a new concrete window sill be poured for all the windows and new impact resistant windows be installed in the existing masonry openings without the precast concrete frames. It is my opinion that this would be a more cost-effective approach than trying to identify all of the compromised structural members and replacing just those members along with having to install new connectors for all of the joints in the structural frame.

I hope that this report gives you an understand of the condition of the structure of the above noted building. Please call me at 954-255-5689 if you have any further questions concerning the matter.

Sincerely,

William R Lipscomb

Digitally signed by William R Lipscomb
Date: 2021.08.23 22:36:07-04'00'



This item has been digitally signed and sealed by William R. Lipscomb, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

William Lipscomb, P.E.

WRL/wrl



Photo 1 - East Front Wall of Building

Note hole burned in roof visible through second floor window on right.



Photo 2 - Overall View of Second Floor Interior Bearing Walls and Roof Joists

Note extent of wood deteriorating mold in the underside of the roof deck and wall studs.



Photo 3 - Hole Burned Through Second Floor

Note, no scorching on masonry wall from fire. Masonry protected by interior finish on wall.



Photo 4 - Hole Burned Through Roof Deck Directly Above Hole in Second Floor



Photo 5 - Deteriorated Second Floor Structure
Close up of mold on interior wood structural members.



Photo 6 - Spalling Precast Concrete Window Frame
Note exposed reinforcing steel due to spalling in precast concrete window frame.



Photo 7- Close Up of Top Plate on Interior Frame Bearing Wall
Note that all members are simply toe nailed together.
No Simpson style connectors used in the original construction.



Photo 8 - Close Up of Bottom Plate on Interior Frame Bearing Wall
Note that all members are simply toe nailed together.
No Simpson style connectors used in the original construction.



Photo 9 - Termite Damage in Second Floor Joists

18-000093	LBS21-010674	4613 EL MAR DR
18-000093	LBS21-011699	4613 EL MAR DR
12-000804	LBS12-000821	4613 N OCEAN DR
12-000804	LBS13-001892	4613 N OCEAN DR
12-000804	LBS13-001893	4613 N OCEAN DR

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Permit Project



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File #: 18-000093 ***
 4613 EL MAR DR LAUDERDALE BY THE SEA FL 33308
 LAUDERDALE BY THE SEA 6-2 B LOT 4,29 BLK 10

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[Inspections](#)
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EDIT
[File](#)

Edit Permit: LBS21-010674



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[Letter](#)
[Note](#)
[Payment](#)
[Permit](#)
[Route](#)

Permit #: LBS21-010674
Permit Type: Lauderdale-By-The-Sea Permit
Sub Type: Demolition
Work Description: Demolition in Fire damaged areas

Applicant: Collage Co - Val Kacher
Use of Building: Repair
Status: Issued
Total Amount: \$ 666.14
Amount Paid: \$ 666.14
Balance Due: \$ 0.00
Valuation: 22,500.00

Application Date: 05/14/2021
Approval Date: 06/08/2021
Issue Date: 06/14/2021
Expiration Date: 12/30/2021

Non-Billable: ☐
BRA Valuation: \$23,000.00

Close Date:
Last Inspection:
Misc Permit Type: Commercial Interior Remodel

Building Type: Non-Residential

REQUIRED REVIEWS

ELECTRICAL: ☒

Status: Approved
Reviewed By: Scott Dry
Notes:

Review Date: 05/17/2021
Reviewed By: SCOTT DRY

PLUMBING: ☒

Status: Approved
Reviewed By: Michael Merowitz
Notes:

Review Date: 05/17/2021
Reviewed By: MICHAEL MEROWITZ

MECHANICAL: ☒

Status: Approved
Reviewed By: Paolo Serafini
Notes: DENIED 05/17/21; N/A 06/08/21;

Review Date:
Reviewed By:

STRUCTURE: ☒

Status: Approved

Review Date: 05/20/2021

Reviewed By:S	Eugene Adach	▼	Reviewed By:	EUGENE ADACH
Notes:				
FIRE:	☒			
Status:F	Approved	▼	Review Date:	05/18/2021
Reviewed By:F	Steve Paine	▼	Reviewed By:	STEVE PAINE
Notes:				
ZONING:	☐			
Status:Z		▼	Review Date:	
Reviewed By:Z		▼	Reviewed By:	
Notes:				
LANDSCAPING:	☐			
Status:L		▼	Review Date:	
Reviewed By:L		▼	Reviewed By:	
Notes:				
ENGINEERING:	☐			
Status:EN		▼	Review Date:	
Reviewed By:E		▼	Reviewed By:	
Notes:				
HEALTH DEPARTMENT:	☐			
Status:HD		▼	Review Date:	
Reviewed By:			Notes:	
DRAINAGE:	☐			
Status:D		▼	Review Date:	
Reviewed By:			Notes:	
DPEP:	☐			
Status:DE		▼	Review Date:	
Reviewed By:			Notes:	
BUILDING INFORMATION				
Square Feet:			Linear Feet:	
Flood Zone:		▼	Review Date:	
ADDITIONAL FEES				
Temp for Test:			Temp Pole:	
Trusses:			Electrical Low Voltage:	
Plan Review			Shop Drawing:	
Meeting:				
30 day Temp			Roofing Hours:	
Electrical:				
CONTACTS				

Mortgage Lender:



Title Holder:

**CONTRACTORS**

Builder: Collage Co - Val Kacher



Architect/Engineer:



Mechanical:



Plumber:

DONOVAN PLUMBING SERVICE



Electrician:

ONLY ELECTRIC COMPANY, INC.



Roofer:



Notice of

☐

Owner Builder:

☐

Commencement:

Special Inspector

☐

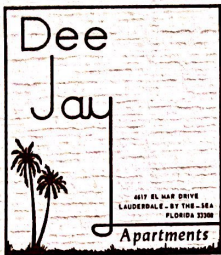
on the Job:

Permit Fees

Quantity	Fee	Description	Amount	Total
	Electrical Fee			85.00
	Plumbing Fee			85.00
	Mechanical Fee			85.00
	Structural Fee			85.00
	Demolition Fee			225.00
	Boward County Board of Rules and Appeals			11.96
	Education Fee (.2% of permit fee)			0.68
	Department of Community Affairs Fee (1%			3.40
	Department of Business and Professional			5.10
80.0	Fire Fee	FIRE REVIEW FEE	1.0000	80.00
Plan Check Fees:				0.00
Other Fees:				666.14
Total Fees:				666.14

Payments

Date	Type	Reference	Note	Receipt #	Received From	Amount
05/14/2021	Credit	NEW BLDG FCC#1328		1285	Collage Co - Val Kacher	586.14
06/11/2021	Credit	FIRE PLAN R CC# 4262 06/11/21		1553	Collage Co - Val Kacher	80.00
Amount Paid:						666.14
Balance Due:						0.00



November 11, 2021

Town Clerk

Ms. Tedra Allen, CMC

4501 North Ocean Drive

Lauderdale by the Sea, FL 33308

Dear Ms. Allen,

We thank you for granting our request for a 6- month extension on June 23, 2021.

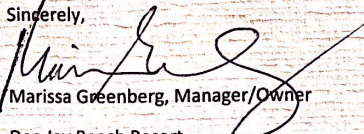
Tropic Roofing has begun the repair on the roof of the building.

Our engineer and his group are in the process of assembling the necessary permitting documents to be submitted to the building department shortly.

We respectfully request another 6-month extension to move on to the next step to rebuild 4613 El Mar drive.

Thank you.

Sincerely,


Marissa Greenberg, Manager/Owner

Dee Jay Beach Resort

4617 El Mar Drive

Lauderdale by The Sea, FL 33308



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: NEW BUSINESS

Subject Title: Building Permit Fee Study

Explanation: The Town contracted with CAP Government, Inc. ("CAP") in 2011 to provide building department services to the Town in replace of Broward County (the "County"). At that time, fees for such services were negotiated, so building permit costs were less than what the County previously charged. Fees were based on a percentage of the building costs, which is typical for the surrounding area. However, a formal fee study was not initiated to help establish building fee costs.

In 2019, the Florida Legislature adopted Section 166.222(2), Florida Statutes, which requires municipalities to post permit and inspection fees, the fees that are collected, and how these fees are allocated to cover permit-related services. The intent of the legislation is to ensure that the fees collected for building permit services do not exceed the costs associated with providing this service. The reporting is mandated by December 2020.

To ensure that the Town meets the requirements of the new legislation, the Town contracted with PMG Associates, Inc. ("PMG"), in 2020, to undertake a building permit fee study to analyze the fees being charged for building permit review and compare them with the costs associated with providing the service. The Town also asked PMG to compare the fees that the Town is charging to other County municipalities to make sure the costs are comparable.

PMG's report is attached as **(Exhibit 1)**. The study confirms that the Town's permit fees is in the mid-range of fees for communities in the area.

PMG's analysis of the direct costs (CAP's contracted cost to provide building services) and the indirect costs (Town staff time to administer the contract, rent, utilities, etc.), to ensure compliance with the state regulation, found that the Town's building fees do not account for the total cost of the services provided. The costs of providing CAP's services are covered by the building permit fees (they retain 75% of the fees as payment for their services). However, the permit fees that the Town retains (25%) do not fully cover the indirect costs (utilities, real estate and soft costs) associated with providing this service.

PMG recommended increasing the building permit fees by 35% to cover these indirect costs. The proposed fee schedule is included on page 10 of the report. Town staff does not

recommend this increase at this time. Instead, staff recommends that the Town include a percentage of staff salaries and benefits and the costs associated with providing building permitting services (CAP) in the FY21 Building Fund. Other indirect costs, such as real estate and utilities should be excluded at this time. Staff's position is warranted as these costs will be covered by the Town regardless of the building permit program. With the removal of such fees, the Building Fund will be balanced without the recommended increase in building permit fees. Should the permit fees Town ever exceed the budget, then these costs (utilities and real estate) could be allocated to the Building Fund by budget transfer.

Additional projects related to the building department, such as digitizing the permit files, could also be utilized with any excess funds.

Recommendation: No Change to the building fee schedule is being recommended at this time

Attachments: Ex.1 – Report prepared by PMG Associates, Inc.

LAUDERDALE-BY-THE-SEA

ANALYSIS OF BUILDING PERMIT FEE SCHEDULE

August 2020

PMG Associates, Inc.

Lauderdale-By-The-Sea, Building Permit Fee Study

INTRODUCTION

The Building Department of the Town of Lauderdale-By-The-Sea issues permits for construction, remodeling and other activities. Under FS 166.222, the revenue from these permits cannot exceed the cost of providing the service. House Bills 447 and 127 were approved in the 2019 session of the Florida Legislature. The bills establish specific reporting and permit fee requirements for municipalities. The bills prohibit local governments from carrying forward a budget balance greater than the average cost for enforcing the Building Code for the preceding four fiscal years. Any excess funds must have a specific purpose to better the Department or be returned to the customers. However, it is also essential for the revenue generated to cover all costs of maintaining the Department.

The Town contracts with CAP Government Inc. (CAP), a private firm, to provide Building Department services. CAP employees process building permit applications Monday to Friday from 8 a.m. to 4:30 p.m. in the Development Services Department, which is adjacent to Town Hall.

CAP is responsible for ensuring compliance with the Florida Building Code (FBC) for The Town of Lauderdale-By-The-Sea. CAP reviews building plans and oversees inspection services to ensure the health, safety, and welfare for the citizens of Lauderdale-By-The-Sea.

The contract between the Town of Lauderdale-By-The-Sea and CAP has an agreement for the fees collected by the Town to be distributed at a rate of 75% of the fees are allocated to CAP as remuneration for their services. The remaining 25% is retained by the Town to reimburse the General Fund for expenditures accrued. The Town is responsible for establishing and collecting the fees. There is no minimum payment to CAP for their services. The fee is based on the permit applications and subsequent services.

The Town does not have an accumulated surplus, at this time, so there is no conflict with the new State law. The Town has also opted to set a separate accounting Fund for the Building Department. This action will make it simpler to track the finances of the Department.

STUDY METHODOLOGY

This study focuses on establishing the cost to perform the service and the revenue generated from the permit fees. This method will consider the ability of the fees charged to cover the expenditures of the Department.

The methodology includes:

- Financial Statement Analysis
- Determination of the cost to provide the service
- Comparison of fee rates with other municipalities
- Revision of the fee schedule
- Methods to comply with the new State legislation

Lauderdale-By-The-Sea, Building Permit Fee Study

METHODOLOGY AND STRUCTURE

Another form of analysis is based on the actual costs incurred for providing the service. The costs identified in this analysis reflect the combination of salary and direct expenses incurred by the Town of Lauderdale-by-the Sea. The time required to provide the service is multiplied by the salary rate for each job classification to generate a total salary cost for each function. These direct salary costs are then increased by the fringe benefit rate to arrive at a true total cost for the service.

The direct salary fringe and overhead benefit rate for the Town of Lauderdale-by-the Sea was determined through a review of the Financial Statements for the Building Department and was determined to be 36.11% of direct salaries. The budget line items included in this calculation are Statuary payments to the Federal and State government, as well as Retirement and Insurance.

Indirect and administrative operating costs include Operating Expenditures. Data provided by the Financial Statements leads to a determination that Administrative and Overhead Costs are 78.87% of direct salary costs.

The cost calculations for the individual services were also reviewed to determine appropriateness. This review involved extensive interviews with staff and examined the hours dedicated to the provision of service to determine if they were appropriate. In other words, was the time expended by the Town of Lauderdale-by-the Sea appropriate for the service provided and it is our determination that the hours assigned to these tasks are appropriate and were not excessive.

Proposed Fee Schedule:

While the existing fee schedule does not cover all of the expenditures associated with the Building Department, the fees do cover the costs associated with the CAP contract and appropriate staff. Some of the expenditures that are not covered include those that would have to be paid, even if there was no Building Department present, including costs for space, utilities, etc. If the Town wishes to meet all expenditures, recommendations for fee increases have been included in this section.

Surcharges:

Currently there are three surcharge programs that impact building permit fees. These surcharges are levied under Florida State Statutes and Broward County Ordinance. The three programs are:

- Florida Building Code Administration and Inspection Fund (FS 468.631) 1.5 % of permit fee, \$2 minimum
- Florida Department of Business and Professional Regulation for enforcement of Florida Building Code (FS 553.721) 1.0% of permit fee, \$2 minimum
- Broward County Surcharge (amended October 1, 2018) \$.65 per \$1,000 of construction cost.

Lauderdale-By-The-Sea, Building Permit Fee Study

These surcharges are added to the permit fee for Lauderdale-by-the-Sea and are a pass-through to the appropriate agencies.

The calculation of the permit fee is based on the Construction Value of the activity is to address the effort required by the Department and its service provider to serve the client. However, a Minimum Fee should apply for all permits to address the basic costs of the Department.

The Minimum Fee is determined through examination of the minimum effort required by the Department. A template was prepared that identifies the effort of staff required for the permit application. The amount of time expended and the salary costs were identified. All support costs are also included. The Minimum Fee is established at \$115 for all applications. Other permit applications are also based on a template and have been reviewed for appropriateness.

TABLE 1
MINIMUM FEE CALCULATION

Minimum Fee			
PROCESS	RATE	HOURS	COST
Planner	\$30.6100	0.25	\$7.65
Planning Technician	\$21.8750	0.25	\$5.47
		0.5	\$13.12
Salary Fringes and Overhead	36.11%		\$4.74
Administration	78.87%		\$10.35
Direct Costs			
TOTAL			\$28.21

Since 75% of the fee is assigned to CAP, the Minimum Fee should be assessed at \$115.

Lauderdale-By-The-Sea, Building Permit Fee Study

FINANCIAL STATEMENT ANALYSIS

A review of the actual financial results reveals that currently the Department experiences an annual loss for the past fiscal year. The loss is \$92,391 which is 9.2% of the total Revenue.

TABLE 2
ACTUAL REVENUE AND EXPENDITURES BUILDING SERVICES-FY2018/2019

Fund: 102 - Building Fund		
Revenues		
Dept: 302.100 Building Permit and Inspection		
322.100 Building Permits	\$	976,154.58
322.105 Fire Plan Review Fees		24,378.72
Building Permit and Inspection		
	\$	1,000,533.30
Expenditures		
Dept: 524.100 Building		
500.120 Regular Salaries		128,399.55
500.210 Employer FICA Taxes		9,822.57
500.220 Retirement		21,124.51
500.230 Group Insurance		16,021.96
500.310 Legal Expense		11,425.38
500.345 Contractual Services		76,493.84
500.402 Building Permit Services		739,795.17
500.410 Communications		1,851.97
500.430 Electric Service		1,000.00
500.431 Water Service		646.00
500.500 Rent Expense (\$6,465 /month)		77,580.00
500.511 Computer		3,115.01
500.630 Cap Outlay Imp bldg		5,647.97
Building Expenditures	\$	1,092,923.93

Previous year financial results were derived from the annual CAFR and Budgets. The results are found in Table 3.

Lauderdale-By-The-Sea, Building Permit Fee Study

TABLE 3
FINANCIAL RECORD FY2016 THROUGH 2018

Fiscal Year	Revenue	CAP Fees	Additional Expenditures*	Total Expenditures
2017/2018	\$ 980,605	\$709,684	\$338,594	\$1,048,278
2016/2017	\$1,042,892	\$743,297	\$346,581	\$1,089,878
2015/2016	\$1,262,332	\$1,027,072	\$487,899	\$1,514,971

*Additional Expenditures are estimated based on the approximate percentage of 2019 Building Permit and Inspection expenditures less the amount paid to CAP (Building Permit Services). Capital Outlay expenditures shown in 2019 were also included for 2017/2018 since projects were ongoing during this period.

REVIEW OF FINANCIAL IMPACTS OF THE CURRENT FEE STRUCTURE

The Current fee schedule covers the cost of the contract with CAP, which provides the review and inspection services. While it is true that the existing fee schedule does not cover all of the expenditures associated with the Building Department, some of the expenditures that are not covered include those that would have to be paid if there was no Building department present, including costs for space, utilities, etc.. If the Town wishes to meet all expenditures, proposed fee increases have been included in the Recommendation section of this report.

TABLE 4
RECONCILIATION OF FEE INCREASE

Category	Amount	Result
Revenue FY2018/2019	\$1,000,533	
Increase Proposed	\$ 350,200	
Total Revenue	\$1,350,733	
Expenditures FY2018/2019	\$1,092,924	
Increase Due to Contract with CAP	\$ 252,650	
Total Expenditures	\$1,345,574	
Surplus		\$5,159

Lauderdale-By-The-Sea, Building Permit Fee Study

COMPARISON OF BUILDING FEE SCHEDULES:

A review of eight municipalities within the State of Florida that charge a Building Permit Fee based on a percentage of construction value were surveyed. The result of that comparison is found in Table 5.

The review determined that the rates vary across the range of municipalities and do not reflect any pattern based on size or location. It is essential to levy a Base/Minimum Fee to cover the basic costs of providing the service. Even with a low construction cost, the effort for application, filing paperwork and inspection remains the same.

A review of fees in comparable municipalities was conducted, and Lauderdale-By-The-Sea is just below average for these locales. The percentage of construction cost is lower in Lauderdale-By-The-Sea than in two-thirds of the municipalities studied. Overall Lauderdale-By-The-Sea is in the middle range of the fees charged.

Lauderdale-By-The-Sea, Building Permit Fee Study

TABLE 5
COMPARISON OF BUILDING PERMIT RATES IN OTHER MUNICIPALITIES USING % OF CONSTRUCTION METHOD

Category	Lauderdale-by-the-Sea	Miramar	Miami	Fort Lauderdale	Pembroke Pines	Plantation	Hollywood
Minimum Fee	\$85	\$75	\$110	\$105	\$100 Res \$500 Com	\$95	\$50 if value is under \$1,000
Percent of Value	2% New Construction 3% Additions 1.5% Roofing	1.75%	2.50%	\$0.70% to 2.01%	\$1.58% to 3.71%	1.75% to 5.00%	0.77% to 5.00%
Inspection Fee	Included	Included	Included	Included	\$94.84	Included	Included
Re-inspection Fee	First re-inspection, \$65. Subsequent re-inspections up to \$260	\$75.00 first one \$175.00 each one after	\$57.00	\$80	\$94.84	\$100	\$75.00
Additional Fees	Overtime, after hours inspections \$97.50 per hour (4 hour minimum)	Plan Review 0.75% Training \$0.02 per \$100 of value	None	None	None	Processing Fee \$20 plus \$10 per discipline	2% Technology 1% Education
Increases	None	None	None	None	CPI	None	None
Expedited Permitting	Overtime rates apply	\$100.00	Actual Cost plus 10%	Being restructured	\$94.84 per hour \$142.25/hour Overtime	\$200	\$75/hour, 3 hour minimum

Lauderdale-By-The-Sea, Building Permit Fee Study

COMPLIANCE WITH NEW STATE LEGISLATION

The requirements of the new State Legislation regarding the building permit fees are three-fold. First is the requirement of a fee schedule that is based on the actual costs to provide the service. This report, and the methodology within, provides that justification. The second requirement is that any governmental entity that issues building permits cannot have a surplus that is greater than the average of the expenditures over the last four years. Since Lauderdale-by-the-Sea does not currently have a surplus, there is no violation of this requirement. Additionally, the history of the finances of the Department will make it unlikely that the Town will ever exceed the surplus limit. The last requirement is for an annual reporting of the activity of the Department including the number of permits and other data. This requirement is mandated to be in place by December 2020. Due to the issues with the pandemic, this requirement may be delayed. However, Lauderdale-by-the-Sea should implement the reporting as soon as reasonable.

The new State Legislation includes;

1. Justify the Fees charged (accomplished with this report)
2. Ensure that the Surplus is not more than the average of the Expenditures for the last four years (The surplus in not excessive)
3. Publish the activity of the Department including: (must be published, likely on the website)
 - a. Permits Issued
 - b. Inspections conducted
 - c. Revenues
 - d. Expenditures

Lauderdale-By-The-Sea, Building Permit Fee Study

RECOMMENDATIONS

The following recommendations are designed to simplify the permit fee schedule, ensure that the fees are based on sound research and industry standards, provide resources to meet the operational demands of the Lauderdale-by-the-Sea community and meet the total operational expenditure needs of the Department.

1. Increase the fees for the following
 - a. Overall Fees by 35%
 - b. Minimum Fee
 - c. Re-inspection Fee
 - d. Plan Revisions
 - e. Technical Consultation
 - f. Permit Card Replacement
 - g. Business Tax-Inspection
 - h. Overtime, Specialty and After Hours Inspection
 - i. Re-inspection
2. Establish an Education/Technology Fee at 2% of the Permit Fee
 - a. Most municipalities have established either an Education/Training Fee or Technology Fee. This policy sets aside funds to ensure that staff is up-to-date on the latest techniques and trends in the industry. The Technology Fee establishes a fund to acquire new technology (software and hardware) to improve the efficiency of the service provided.
 - b. Many cities combine the Education and Technology Fee into one charge which provides more flexibility in the budgeting process. Lauderdale-by-the-Sea should consider establishing a new ordinance that would combine the Education and Technology Fees. The recommended rate is 2% of the Permit Fee.
3. Require executed contracts for the construction where a dispute regarding Construction Value exists between the Applicant and the Department
4. Continue to use industry standard information, such as RS Means (a nationally recognized construction value service), to settle differences in construction values
5. Review permit fee percentages periodically, at least every three years, to ensure that they are up-to-date
6. Develop online transparency portal that highlights statistics such as approval time and permit volume to comply with the new State Legislation

Lauderdale-By-The-Sea, Building Permit Fee Study

PROPOSED FEE SCHEDULE

Application		Current Fee	Proposed Fee
Minimum Fee		\$85	\$115
Building Permit Fees	New Construction	2%	2.50%
	Additions or Alterations	3%	3.50%
	Roofing Permit Fees	1.5%	2.00%
	Swimming Pool Permit Fees	5%	6.00%
	Miscellaneous Permit Fees	2%	2.50%
	Demolition of Buildings	1%	1.50%
Plan Review Fees		\$85 each discipline	\$115 per discipline
Plan Review Fees Engineering		\$200 per hour	\$250 per hour
Plan Revisions after Permit is issued		\$85 per discipline	\$115 per discipline
Change of Contractor		\$85	\$115
Product approval or review of shop drawings		\$85	\$115
Technical Consultation	Plan Reviewer	\$125 per hour	\$140 per hour
	Engineer	\$210 per hour	\$250 per hour
Expired permits extension		½ of original fee with a minimum of \$85	½ of original fee with a minimum of \$115
Certificate of Occupancy/Completion	Residential	\$150	\$195
	Multi-family Residential	\$85 first unit \$50 each additional unit	\$115 first unit \$75 each additional unit
	Commercial	\$250	\$325
	Shell Buildings	\$150	\$195
	Others	\$85	\$115
	Temporary CO	\$125	\$165
Permit card Replacement		\$50	\$75
Engineering Inspection Fee		\$210	\$250 per hour
Business Tax-Building Inspection		\$150	\$150
Overtime, Specialty, and After Hours Inspection		\$97.50 per hour (4 hour minimum)	\$165 per hour (4 hour minimum)
Re-inspection	First Occurrence	\$65	\$85
	Second Occurrence	\$130	\$170
	Third Occurrence	\$195	\$255
	Fourth and subsequent Occurrences	\$260	\$340
40 Year Safety Inspection Program Fee		\$300	\$300
Work without a permit		Double the permit fee	Double the permit fee



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Jhanelle Campbell, Director of Development Services

Submitting Department: Development Services

Item Type: Ordinances 2nd Reading

Agenda Section: ORDINANCES 2nd Reading

Subject Title: Ordinance 2021-03 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING THE TOWN'S COMPREHENSIVE PLAN BY AMENDING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT; PROVIDING FOR TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND ALL OTHER UNITS OF LOCAL GOVERNMENT OR GOVERNMENTAL AGENCIES, AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE TOWN COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: The Peril of Flood Act was signed into law (Laws of Florida 2015-69) by Governor Rick Scott on May 21, 2015, with an effective date of July 1, 2015 (the "Act"). The Act requires local governments to adopt Comprehensive Plan Goals, Objectives and Policies related to coastal flooding risks and the related impacts of sea level rise (SLR) within the Coastal Management Element (the "CME"). The state mandated peril of flood requirements primarily focusses on re-examining the principles, strategies, and engineering solutions associated with coastal flooding and SLR. To comply with the peril of flood requirements, local governments must address development and redevelopment strategies necessary to help mitigate and reduce flood risks in coastal areas as provided in Section 163.3178, Florida Statutes, attached as **(Exhibit 1)**.

The South Florida Regional Planning Council (SFRPC) secured a grant from the State Department of Economic Opportunity (DEO) to assist several coastal municipalities in South Florida, including the Town, with amending the CME of their Comprehensive Plans to ensure that they address the state mandated peril of flood requirements. The SFRPC, in coordination with the Town's Development Services staff, has reviewed the proposed amendments to the CME of the Town Comprehensive Plan to ensure compliance with the state mandated peril of flood requirements. During this process, staff identified the need for an update to the entire Town Comprehensive Plan and planned to defer proceeding with consideration and adoption of the proposed CME Comprehensive Plan amendments until the review and updates to the entire Comprehensive Plan were completed.

However, the DEO has requested that the Town proceed with consideration and adoption of the proposed CME Comprehensive Plan amendments in advance of any other Comprehensive Plan amendments to satisfy the statutory requirements necessary for compliance.

The proposed CME Comprehensive Plan amendments are incorporated into and referenced as **Exhibit A** of the attached Ordinance (**Exhibit 2**) and have been reviewed by the Town's Planning and Zoning Board (PZB), SFRPC, and DEO. The proposed CME Comprehensive Plan amendments ensure that the state peril of flood requirements are satisfied and includes policies such as:

1. Continued participation in the National Flood Insurance Program and Community Rating System.
2. Incorporation of sea level rise assumption of 6-10 inches by 2030 into planning, design and permitting standards for infrastructure and public facilities.
3. Inspection and maintenance of drainage facilities to reduce flood risks and the resulting impacts.

The Town Commission reviewed the proposed CME Comprehensive Plan amendments at first reading at its May 25, 2021 meeting and voted to send it for a second reading and transmittal to appropriate agencies for review. (**Exhibit 3**). The proposed amendments were sent to the following agencies:

- a. Department of Economic Opportunity (DEO)
- b. South Florida Water Management District (SFWMD)
- c. South Florida Regional Planning Council (SFRPC)
- d. Florida Department of Transportation (FDOT), Region 4

Each agency reviewed the proposed amendment and the comments received were related to the need for additional supporting documentation, rather than the content of the amendments. Therefore, a new exhibit has been created (**Exhibit 4**) containing the additional information requested by these entities.

Recommendation: Staff recommends that the Town Commission approve the proposed ordinance at second reading amending the CME of the Town Comprehensive Plan. The Town Commission has held the initial public hearing, and staff has transmitted the proposed CME Comprehensive Plan amendments to all reviewing agencies, pursuant to the requirements set forth in Section 163.3184(11), Florida Statutes. Once the Ordinance is approved by the Commission, it will be transmitted to DOE for final review and approval.

Attachments:

- Ex.1 – Section 163.3178, Florida Statutes (Coastal Management-peril of flood requirements)
- Ex.2 – May 25, 2021 Town Commission Minutes
- Ex.3 – Ordinance 2021-03 – Ordinance amending the CME of the Town Comprehensive Plan.
- Ex.4 – Additional supporting documentation

Title XI
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

Chapter 163
INTERGOVERNMENTAL PROGRAMS

163.3178 Coastal management.—

(1) The Legislature recognizes there is significant interest in the resources of the coastal zone of the state. Further, the Legislature recognizes that, in the event of a natural disaster, the state may provide financial assistance to local governments for the reconstruction of roads, sewer systems, and other public facilities. Therefore, it is the intent of the Legislature that local government comprehensive plans restrict development activities where such activities would damage or destroy coastal resources, and that such plans protect human life and limit public expenditures in areas that are subject to destruction by natural disaster.

(2) Each coastal management element required by s. 163.3177(6)(g) shall be based on studies, surveys, and data; be consistent with coastal resource plans prepared and adopted pursuant to general or special law; and contain:

(a) A land use and inventory map of existing coastal uses, wildlife habitat, wetland and other vegetative communities, undeveloped areas, areas subject to coastal flooding, public access routes to beach and shore resources, historic preservation areas, and other areas of special concern to local government.

(b) An analysis of the environmental, socioeconomic, and fiscal impact of development and redevelopment proposed in the future land use plan, with required infrastructure to support this development or redevelopment, on the natural and historical resources of the coast and the plans and principles to be used to control development and redevelopment to eliminate or mitigate the adverse impacts on coastal wetlands; living marine resources; barrier islands, including beach and dune systems; unique wildlife habitat; historical and archaeological sites; and other fragile coastal resources.

(c) An analysis of the effects of existing drainage systems and the impact of point source and nonpoint source pollution on estuarine water quality and the plans and principles, including existing state and regional regulatory programs, which shall be used to maintain or upgrade water quality while maintaining sufficient quantities of water flow.

(d) A component which outlines principles for hazard mitigation and protection of human life against the effects of natural disaster, including population evacuation, which take into consideration the capability to safely evacuate the density of coastal population proposed in the future land use plan element in the event of an impending natural disaster. The Division of Emergency Management shall manage the update of the regional hurricane evacuation studies, ensure such studies are done in a

consistent manner, and ensure that the methodology used for modeling storm surge is that used by the National Hurricane Center.

(e) A component which outlines principles for protecting existing beach and dune systems from human-induced erosion and for restoring altered beach and dune systems.

(f) A redevelopment component that outlines the principles that must be used to eliminate inappropriate and unsafe development in the coastal areas when opportunities arise. The component must:

1. Include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.

2. Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.

3. Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.

4. Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

5. Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with chapter 161.

6. Encourage local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

(g) A shoreline use component that identifies public access to beach and shoreline areas and addresses the need for water-dependent and water-related facilities, including marinas, along shoreline areas. Such component must include the strategies that will be used to preserve recreational and commercial working waterfronts as defined in s. 342.07.

(h) Designation of coastal high-hazard areas and the criteria for mitigation for a comprehensive plan amendment in a coastal high-hazard area as defined in subsection (8). The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. Application of mitigation and the application of development and redevelopment policies, pursuant to s. 380.27(2), and any rules adopted thereunder, shall be at the discretion of local government.

(i) A component which outlines principles for providing that financial assurances are made that required public facilities will be in place to meet the demand imposed by the completed development or redevelopment. Such public facilities will be scheduled for phased completion to coincide with demands generated by the development or redevelopment.

(j) An identification of regulatory and management techniques that the local government plans to adopt or has adopted in order to mitigate the threat to human life and to control proposed development and redevelopment in order to protect the coastal environment and give consideration to cumulative impacts.

(k) A component which includes the comprehensive master plan prepared by each deepwater port listed in s. 311.09(1), which addresses existing port facilities and any proposed expansions, and which adequately addresses the applicable requirements of paragraphs (a)-(k) for areas within the port and proposed expansion areas. Such component shall be submitted to the appropriate local government at least 6 months prior to the due date of the local plan and shall be integrated with, and shall meet all criteria specified in, the coastal management element. “The appropriate local government” means the municipality having the responsibility for the area in which the deepwater port lies, except that where no municipality has responsibility, where a municipality and a county each have responsibility, or where two or more municipalities each have responsibility for the area in which the deepwater port lies, “the appropriate local government” means the county which has responsibility for the area in which the deepwater port lies. Failure by a deepwater port which is not part of a local government to submit its component to the appropriate local government shall not result in a local government being subject to sanctions pursuant to ss. 163.3167 and 163.3184. However, a deepwater port which is not part of a local government shall be subject to sanctions pursuant to s. 163.3184.

(3) Expansions to port harbors, spoil disposal sites, navigation channels, turning basins, harbor berths, and other related inwater harbor facilities of ports listed in s. 403.021(9); port transportation facilities and projects listed in s. 311.07(3)(b); intermodal transportation facilities identified pursuant to s. 311.09(3); and facilities determined by the state land planning agency and applicable general-purpose local government to be port-related industrial or commercial projects located within 3 miles of or in a port master plan area which rely upon the use of port and intermodal transportation facilities may not be designated as developments of regional impact if such expansions, projects, or facilities are consistent with comprehensive master plans that are in compliance with this section.

(4) Improvements and maintenance of federal and state highways that have been approved as part of a plan approved pursuant to s. 380.045 or s. 380.05 shall be exempt from the provisions of s. 380.27(2).

(5) The appropriate dispute resolution process provided under s. 186.509 must be used to reconcile inconsistencies between port master plans and local comprehensive plans. In recognition of the state’s commitment to deepwater ports, the state comprehensive plan must include goals, objectives, and policies that establish a statewide strategy for enhancement of existing deepwater ports, ensuring that priority is given to water-dependent land uses. As an incentive for promoting plan consistency, port facilities as defined in s. 315.02(6) on lands owned or controlled by a deepwater port as defined in s. 311.09(1), as of the effective date of this act shall not be subject to development-of-regional-

impact review provided the port either successfully completes an alternative comprehensive development agreement with a local government pursuant to ss. 163.3220-163.3243 or successfully enters into a development agreement with the state land planning agency and applicable local government pursuant to s. 380.032 or, where the port is a department of a local government, successfully enters into a development agreement with the state land planning agency pursuant to s. 380.032. Port facilities as defined in s. 315.02(6) on lands not owned or controlled by a deepwater port as defined in s. 311.09(1) as of the effective date of this act shall not be subject to development-of-regional-impact review provided the port successfully enters into a development agreement with the state land planning agency and applicable local government pursuant to s. 380.032 or, where the port is a department of a local government, successfully enters into a development agreement with the state land planning agency pursuant to s. 380.032.

(6) Each port listed in s. 311.09(1) and each local government in the coastal area which has spoil disposal responsibilities shall provide for or identify disposal sites for dredged materials in the future land use and port elements of the local comprehensive plan as needed to assure proper long-term management of material dredged from navigation channels, sufficient long-range disposal capacity, environmental sensitivity and compatibility, and reasonable cost and transportation. The disposal site selection criteria shall be developed in consultation with navigation and inlet districts and other appropriate state and federal agencies and the public. For areas owned or controlled by ports listed in s. 311.09(1) and proposed port expansion areas, compliance with the provisions of this subsection shall be achieved through comprehensive master plans prepared by each port and integrated with the appropriate local plan pursuant to paragraph (2)(k).

(7) Each county shall establish a county-based process for identifying and prioritizing coastal properties so they may be acquired as part of the state's land acquisition programs. This process must include the establishment of criteria for prioritizing coastal acquisitions which, in addition to recognizing pristine coastal properties and coastal properties of significant or important environmental sensitivity, recognize hazard mitigation, beach access, beach management, urban recreation, and other policies necessary for effective coastal management.

(8)(a) A proposed comprehensive plan amendment shall be found in compliance with state coastal high-hazard provisions if:

1. The adopted level of service for out-of-county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale; or
 2. A 12-hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or
 3. Appropriate mitigation is provided that will satisfy subparagraph 1. or subparagraph 2.
- Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and

construction of hurricane shelters and transportation facilities. Required mitigation may not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.

(b) For those local governments that have not established a level of service for out-of-county hurricane evacuation by July 1, 2008, by following the process in paragraph (a), the level of service shall be no greater than 16 hours for a category 5 storm event as measured on the Saffir-Simpson scale.

(c) This subsection shall become effective immediately and shall apply to all local governments. No later than July 1, 2008, local governments shall amend their future land use map and coastal management element to include the new definition of coastal high-hazard area and to depict the coastal high-hazard area on the future land use map.

History.—s. 7, ch. 85-55; s. 8, ch. 86-191; s. 24, ch. 87-224; s. 7, ch. 93-206; s. 899, ch. 95-147; s. 11, ch. 96-320; s. 65, ch. 99-251; s. 2, ch. 2005-157; s. 2, ch. 2006-68; s. 4, ch. 2009-85; s. 44, ch. 2010-102; s. 14, ch. 2011-139; ss. 7, 80, ch. 2012-96; s. 6, ch. 2012-99; s. 1, ch. 2015-69.

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, May 25, 2021
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:33 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Public Works Ken Rubach, Director of Finance and Budget Lucila Lang, Town Engineer Jay Flynn, Planner Sue Leven, Special Events Manager Debbie Hime, Public Information Officer/IT Administrator Steve d’Oliveira, and Town Clerk, Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pastor Patrick C. Jackson gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Presentation of the Comprehensive Annual Finance Report (CAFR)

Director of Finance and Budget Lucila Lang introduced David Caplivski of external audit firm Grau and Associates, who presented the Town’s the Comprehensive Annual Finance Report (CAFR). This report includes the Town’s external audit for fiscal year (FY) 2020, completed by Grau and Associates.

Mr. Caplivski reported that the Town’s FY 2020 financial statements received a clean or unmodified opinion, which means there were no material misstatements. Property tax revenue increased by \$104,000, while revenue from charges for services increased by \$1 million. This was primarily due to the collection of a large Code Enforcement fine of

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\$1.6 million. This amount was assigned to future capital projects as of September 30, 2020.

Compliance reports include an assessment of the Town's internal controls. Grau and Associates had two findings, one of which showed that Police Department expenditures exceeded appropriations due to a lack of budget amendment. The other finding addressed the Town's investment policy and continuing education. Management has responded to both findings and committed to making appropriate changes in the next fiscal year.

Vice Mayor Oldaker requested clarification of the "clean" audit designation. Mr. Caplivski explained that this is the best opinion that a governmental body can receive for audit and financial statements.

Commissioner Malkoon asked for additional information regarding the auditors' recommendation for threshold analysis of internal controls. Mr. Caplivski stated that Grau and Associates included a letter that recommended changes, although these did not rise to a level requiring inclusion in the internal control report. He characterized these as opportunities for improvement. One example is the threshold on procurement policies, for which the audit firm recommends a cost-benefit analysis to determine whether these thresholds remain at an appropriate level.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, recalled that at a previous workshop meeting, she had requested that El Mar Drive be included in the FY 2021-2022 budget. She pointed out that \$1.6 million from the Holiday Inn settlement, as well as the \$677,000 from the Oriana settlement, were set aside specifically for use on this roadway. She concluded that the Town should make location changes for Broward Sheriff's Office (BSO) staff in the Downtown area due to heavy pedestrian traffic on weekends.

Lee Gottlieb, resident, spoke on Item 17a, which addresses dune management. He recalled that in the past, the Town has partnered with environmental volunteer agencies to build dunes on its beaches. He emphasized the importance of developing an urban beach dune management and maintenance plan for Lauderdale-By-The-Sea to serve as a framework for the Town and its property owners.

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Pastor Patrick C. Jackson, resident, advised that his church offers outreach to the homeless community through its nonprofit, Camp Victory Resorts for the Homeless, which provides meals, clothing, and other items and services free of charge. He encouraged Town residents to consider assisting this nonprofit, and provided contact information by phone (786-702-6525) and email (actionnpack@yahoo.com).

Michael Kelly, resident, expressed concern with a nearby condominium neighbor who uses medical marijuana, as he himself and his fiancée experience respiratory issues. He noted that the state of California requires individuals using medical marijuana to do so within an indoors or otherwise enclosed environment. He requested that the Commission consider a similar requirement.

Cynthia Gaynor, resident, provided written public comment in opposition to the possibility of a temporary speed hump on Spanish River Drive, citing damage to vehicles. She did not feel speeding was a concern on this street.

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

Mayor Vincent observed that the Town may not be able to create restrictive measures that apply to smoking condominiums. It is likely that changes of this nature would have to be done at the state level.

7. PUBLIC SAFETY DISCUSSION

a. AMR April 2021 Report

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

8. TOWN MANAGER REPORT

a. April 2021 Finance Report

Director of Finance & Budget Lang advised that the \$1.6 million that has been transferred from the General Fund to the Capital Fund will be allocated to El Mar Drive improvements, as determined in the previous Town Commission meeting. She added that the Parking Fund shows significant improvement from April 2020 to April 2021, with an increase of \$231,000.

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Vice Mayor Oldaker noted that the exact amount of the transfer is \$1.65 million. He also commented that while the \$677,000 from the Oriana settlement is restricted specifically to use on El Mar Drive, the additional funding from the Florida Development Group (FDG) mitigation is not subject to the same restriction and may be used elsewhere on capital projects if needed.

Mayor Vincent recalled that in earlier years, the Town had previously collected mitigation funds on other FDG-owned properties, and suggested that the Commission combine these funds and earmark them for use on El Mar Drive as well. He asked that Staff bring back a total of these funds to be used to the benefit of El Mar Drive.

b. Town Manager Report

Interim Town Manager Linda Connors provided an update on the Capital Improvement Plan (CIP) projects to which the Commission had agreed in March 2021. The Visitors Center and Terra Mar drainage projects have been completed, and the Dune Master Plan and Palm Club sewer project are on tonight's Agenda. The A1A Pine Avenue to Terra Mar Drive project is led by the Florida Department of Transportation (FDOT), which has not yet begun.

The Town is moving forward with repairs to the Bel Air seawall, which is currently being reviewed for permitting. Dredging is also being reviewed for permitting. The Codrington Drive drainage project was brought before the Commission on April 13, 2021, at which time the Commission recommended outreach to Fort Lauderdale. Director of Public Works Ken Rubach has met with that city and further updates will be provided at the June 29, 2021 Commission meeting. The Bougainvillea Drive/Poinciana Street drainage project will begin after the Codrington Drive project commences.

Work has begun on the street sufficiency study. A consultant has been hired to assist with permitting for the A1A/Hibiscus Drive crosswalk. FDOT approval is necessary to begin this project.

Building permits have been submitted for repairs to the Town Hall roof, and painting will begin once work on the roof has been completed. Work has not yet begun on pedestrian amenities discussed in March 2021.

The Commission allocated \$100,000 for lateral sewer lining, which is expected to begin in July 2021. Roughly 25 laterals will be lined using these monies from the Sewer Fund.

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Interim Town Manager Connors advised that hurricane season begins on June 1, and urged residents to be prepared for these emergencies. Town Staff will meet with hurricane preparedness vendors on June 4 to ensure that all parties are ready to take action in the event of an emergency.

Before the June 8 Town Commission meeting, a workshop is scheduled at 5 pm. to discuss the Downtown area. On June 29, the Visitors Center will also be discussed at a 5 p.m. workshop. Staff is working to schedule a presentation on Florida-friendly landscaping in July.

Mayor Vincent addressed flooding on Codrington Drive, noting that some sections of this roadway have historically been prone to flooding. He asked Public Works Director to research how long more severe flooding has occurred in these sections and bring this information back at the June 29 meeting. Public Works Director Rubach replied that he would review notes on this area and speak to longtime residents who may be able to provide anecdotal information.

Commissioner Malkoon recalled that during hurricane season 2020, a number of Broward municipalities worked with Fort Lauderdale, which served as a hurricane debris disposal site. He asked if this is a possibility again in 2021. Public Works Director Rubach advised that Pompano Beach has also indicated that the Town may use its site as long as both municipalities use the same debris management contractor. This will mean the Town has access to two debris disposal locations.

9. TOWN ATTORNEY REPORT

Mayor Vincent noted that there had been discussion at previous Commission meetings regarding permitted and specialty uses. Town Attorney Susan Trevarthen advised that Staff plans to bring an Ordinance before the Commission in June 2021 for first reading.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

None.

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12. OLD BUSINESS

None.

13. NEW BUSINESS

a. BugFest-By-The-Sea 2021

Public Information Officer/IT Administrator Steve d'Oliveira reported that the ninth annual BugFest-By-The-Sea will be slightly scaled down in 2021. It will include the following events:

- Kickoff party at Plunge
- Chef competition/diver awards party at Ocean Plaza Pavilion
- Dive Hard benefit concert at Plunge
- Pier cleanup at Anglin's Pier

Staff is requesting Commission approval for on-street parking on El Mar Drive for the concert event. The Commission agreed by consensus to permit this parking for the concert.

b. Palm Club Sewer Request for Qualifications (RFQ) Construction Management at Risk (CMAR) Selection

Public Works Director Rubach explained that the Palm Club septic-to-sewer project will replace the existing septic systems with a gravity sewer, which will transport waste to a force main and then to a treatment facility. The design process for this project has been completed. Staff has ranked three firms and recommends ManCon Construction in first place, followed by Whiting Turner. Public Works Director Rubach requested that the Commission allow the Interim Town Manager to negotiate a contract with ManCon, which will be brought back for approval at a subsequent meeting.

Commissioner Sokolow requested clarification of the anticipated timeline for this project. Public Works Director Rubach replied that it is expected to last over two fiscal years, estimating eight to twelve months depending upon weather and other factors. The contractor will install a gravity sewer and lift station to connect to the improvements made by private homeowners.

Commissioner Strauss made a motion, seconded by Vice Mayor Oldaker, to approve Resolution 2021-32, establishing the RFQ rankings and authorizing the

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Interim Town Manager to negotiate a contract with ManCon Construction for CMAR services for the Palm Club sewer project; upon successful negotiation, the Interim Town Manager will present the negotiated contract to the Commission for approval. Motion carried 5-0.

c. Fiscal Year 2021-2022 BSO Proposed Budget

Finance Director Lang stated that the proposed BSO budget for FY 2021-2022 is \$5.3 million, which represents an increase of roughly \$206,000 or 6%. The largest increase comes in personal services, where one Deputy Sheriff Sergeant will be added and the part-time receptionist position will be reduced to one. BSO Captain Thomas Palmer recalled that the Deputy Sheriff Sergeant position was discussed at a previous meeting and received consensus for inclusion in the proposal.

Commissioner Malkoon addressed the \$80,000 to be budgeted for Downtown, asking if this is part of the Town's overtime agreement with BSO. Interim Town Manager Connors replied that this amount would cover the cost of enhanced coverage Downtown, which would be similar to the service provided since January 2021. It would provide one Deputy in four-hour shifts from Thursday through Sunday. The \$80,000 would be over and above the \$5.3 million budget.

Capt. Palmer recalled that BSO had provided the Town with a memorandum of understanding (MOU) that is separate from the Police services agreement. The \$80,000 would be dedicated to this high-visibility service in the Downtown area during the tourist season, and can be stopped or started at any time. The service would be renewed on October 1, 2021 if that is the Commission's desire.

Commissioner Malkoon commented that he was in favor of continuing BSO's high-visibility presence Downtown at least through the remainder of FY 2021. Commissioner Sokolow agreed that the additional \$80,000 should be planned in the budget.

Vice Mayor Oldaker observed that in addition to BSO's enhanced Downtown presence, he was in favor of an increased Marine Unit presence, as there has been significant speeding on the Town's waterways. He requested that Marine Unit figures be provided for further review. He also asked if a County traffic enforcement entity will be present in the Town. Capt. Palmer advised that this group is currently traveling throughout Broward County and he hopes to have it back in the Town in summer 2021. While the previous group is a regional asset that is available upon request, the group he hopes to bring to

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Lauderdale-By-The-Sea in summer consists of motor units from throughout Broward County.

Vice Mayor Oldaker also inquired about the availability of message board signs, which can provide information on parking, street closures, special events, and other issues. Capt. Palmer replied that the Town owns one such unit approaching the end of its useful life, and has recently purchased a second unit. He also borrows additional sign units from other jurisdictions for special events. Vice Mayor Oldaker was in favor of using these signs to emphasize traffic regulations at locations throughout the Town.

Interim Town Manager Connors provided the requested information on the Marine Unit's FY 2020 budget: an eight-hour shift two days a week, typically weekends, would be \$2100 per week, while an eight-hour shift seven days a week would be closer to \$7400 per week. Capt. Palmer advised that there is an additional cost for the Marine Unit vessel's fuel, which is included in the quoted price. The vessel costs \$50 per hour.

Commissioner Strauss also agreed with the proposed additional seasonal expenditures for Downtown. He agreed with Vice Mayor Oldaker that a larger Marine Unit presence is needed, and was in favor of Saturday and Sunday shifts. He continued that he has also discussed the possible use of traffic calming devices on El Mar Drive with Captain Palmer, as there has been speeding on this roadway as well. He requested that this be brought back to the Commission for further discussion in the near future.

Vice Mayor Oldaker suggested reaching out to Sea Ranch Lakes to share the expense of an increased Marine Unit presence. Capt. Palmer advised that this has already been done, but Sea Ranch Lakes did not wish to participate at this time.

Mayor Vincent asked if the Town has jurisdiction to lower the speed limit on El Mar Drive, which is 25 miles per hour (mph). Capt. Palmer replied that he would look into whether this lower speed is an option for a mixed-use roadway.

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve the FY 2021-2022 proposed budget with the addition of \$80,000 for enhanced BSO coverage. Motion carried 5-0.

14. COMMISSIONER COMMENTS

Commissioner Malkoon advised that he had attended a recent Buzz About Art event held by the Chamber of Commerce at the Plunge Hotel. He recognized resident Ann Marchetti

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for her work in putting together this event, and spoke in favor of more Town events involving public art in the future.

Vice Mayor Oldaker thanked Public Works for putting up the Town's Memorial Day decorations. He also expressed concern with the communications equipment used at Commission and other public meetings. Interim Town Manager Connors advised that she has asked Public Information Officer d'Oliveira to look into this issue.

Commissioner Strauss urged all residents to prepare for hurricane season.

Commissioner Sokolow advised that he was happy to see the plans for the upcoming Fourth of July and BugFest celebrations, as these were signs that the Town is returning to normalcy following the pandemic.

The Commission wished residents a happy Memorial Day holiday.

15. ORDINANCES 1ST READING

- a. Ordinance 2021-03 -- AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING THE TOWN'S COMPREHENSIVE PLAN BY AMENDING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT; PROVIDING FOR TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND ALL OTHER UNITS OF LOCAL GOVERNMENT OR GOVERNMENTAL AGENCIES, AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE TOWN COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Planner Sue Leven explained that this Ordinance addresses the Peril of Flood Act, which passed in 2015 and updates Florida Statutes regarding flooding. It recognizes the importance of planning against future flood risks, and addresses redevelopment strategies and engineering solutions to combat sea level rise.

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In order to conform to the requirements of the Peril of Flood Act, the Town must consider development and redevelopment strategies that reduce losses from coastal flooding, identification of site development practices to reduce these losses, consistency with the Florida Building Code, and continued participation in the community rating system used by the National Flood Insurance Program, among other activities.

The Town was approached several years ago by the South Florida Regional Planning Council (SFRPC) to support a grant that would assist municipalities in meeting the state's Peril of Flood requirements through amendments to the Coastal Management Element (CME) of the Town's Comprehensive Plan. The Town agreed to support this grant, which was approved. Staff from Lauderdale-By-The-Sea and other South Florida municipalities worked with SFRPC over the course of the project.

Staff requests that the Commission vote to approve the amendments included in their backup materials, which apply to the goals, objectives, and policies of the CME and would bring the Town into compliance with state mandates and adopt up-to-date Peril of Flood language into the Comprehensive Plan. This will reflect what the state would like to see from the Town with regard to meeting the Peril of Flood Act requirements.

Vice Mayor Oldaker commented that the document also provides information on continued participation in the Community Rating System for the National Flood Insurance Program, which helps lower flood insurance for any resident who wishes to purchase it.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve the proposed Ordinance amending the CME of the Town's Comprehensive Plan on first reading. Motion carried 5-0.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

- a. **Resolution 2021-30 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE RANKINGS FOR REQUEST FOR QUALIFICATIONS NO. 21-03-02 FOR CONSULTING SERVICES RELATED TO THE CREATION OF A DUNE MASTER PLAN; AUTHORIZING THE INTERIM TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE NUMBER**

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ONE RANKED FIRM, MOFFAT & NICHOL, INC. IN AN AMOUNT NOT TO EXCEED \$75,000; PROVIDING FOR AN EFFECTIVE DATE (Exhibit 1)

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, asked to know which individuals served on the Town's Evaluation Committee for this selection, and expressed disappointment that Lee Gottlieb, who had provided public comment earlier, was not one of this committee's members.

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

Public Works Director Rubach explained that the Evaluation Committee was comprised of himself, Neysa Herrera, Assistant to the Town Manager, and Mike Walker, Buildings and Public Lands Supervisor. Mr. Gottlieb was involved in a previous aspect of the dune planning process.

When Broward County became aware that the Town was involved in a dune reclamation project, however, the County wished to be apprised of any further permits for dune reclamation, and indicated that they could object to the permitting process at the local level. Public Works Director Rubach concluded that while Broward County has some input on beach projects such as renourishment, this decision ultimately lies with the Florida Department of Environmental Protection (DEP) in Tallahassee.

Commissioner Strauss asked how the dune management project fits with the beach renourishment project on which the Commission recently voted. Public Works Director Rubach replied that the dune project is expected to establish a baseline topography of the beach. He strongly emphasized the importance of dunes in mitigating the effects of serious storms.

Commissioner Strauss asked if the dune project must be undertaken prior to beach renourishment. Public Works Director Rubach advised that this was not necessary, as the two projects are complementary. He characterized the dunes as a "sand bank," as they can provide sand for small renourishment projects over time.

Assistant to the Town Manager Neysa Herrera concluded that the Town has the opportunity to secure a \$30,000 grant to offset some of the project's costs. The grant award will be made in summer 2021.

Lauderdale-By-The-Sea
Town Commission Meeting
May 25, 2021

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve the Evaluation Committee's rankings and authorize the Interim Town Manager to negotiate and execute an agreement with the number one-ranked firm, Moffat & Nichol, in an amount not to exceed \$75,000. Motion carried 5-0.

b. Resolution 2021-31 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A FEE SCHEDULE FOR THE RENTAL OF KEYS TO ACCESS THE TOWN'S TENNIS AND PICKLEBALL COURTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

It was clarified that Resolution 2021-31 is retroactive to January 2021, when the emergency treatment of this program expired.

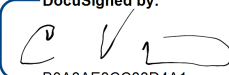
Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve Resolution 2021-31, formally establishing an annual fee of \$120 for tennis court keys, prorated at \$10 per month; this fee will be retroactive to January 15, 2021. Motion carried 5-0.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

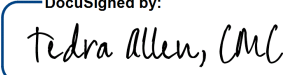
19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:01 p.m.

DocuSigned by:

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Mayor Chris Vincent

ATTEST:

DocuSigned by:

F79938A3F45D42E...

Town Clerk Tedra Allen

6/10/2021

Date

ORDINANCE NO. 2021-03

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING THE TOWN'S COMPREHENSIVE PLAN BY AMENDING THE TEXT OF THE COASTAL MANAGEMENT ELEMENT; PROVIDING FOR TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND ALL OTHER UNITS OF LOCAL GOVERNMENT OR GOVERNMENTAL AGENCIES, AS REQUIRED UNDER CHAPTER 163, PART II, FLORIDA STATUTES; PROVIDING FOR ADOPTION PURSUANT TO SECTION 163.3184, FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE TOWN COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3178, Florida Statutes require local governments to address coastal flooding and the related impacts of sea level rise in the coastal management element of the local government's comprehensive plan; and

WHEREAS, the South Florida Regional Planning Council ("SFRPC") secured a grant from the State Department of Economic Opportunity ("DEO") to assist several coastal municipalities in South Florida, including the Town of Lauderdale-by-the-Sea (the "Town"), with amending the Coastal Management Elements ("CME") of their comprehensive plans to ensure that they address statutory requirements; and

WHEREAS, the SFRPC has reviewed the proposed amendments to the CME of the Town's Comprehensive Plan, attached as Exhibit "A" (the "Comprehensive Plan Amendment"); and

WHEREAS, the DEO has also reviewed the proposed Comprehensive Plan Amendment and provided comments; and

32 **WHEREAS**, the Town Commission has conducted duly noticed public hearings, in
33 accordance with Section 163.3184(11), Florida Statutes, on the Comprehensive Plan Amendment;
34 and

35 **WHEREAS**, staff recommended approval of the Comprehensive Plan Amendment in its
36 report dated May 25, 2021; and

37 **WHEREAS**, at a duly noticed public hearing, the Town Planning and Zoning Board
38 (PZB), sitting as the Local Planning Agency, reviewed the Comprehensive Plan Amendment and
39 found it to be consistent with the Town’s Comprehensive Plan and Florida law, and recommended
40 approval and adoption of this Ordinance to the Town Commission; and

41 **WHEREAS**, after reviewing the PZB’s recommendation, the recommendation of Town
42 staff, and the comments from the public, the Town Commission finds the proposed Comprehensive
43 Plan Amendment is in compliance with and consistent with Florida law and its adopted
44 Comprehensive Plan.

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

47
48 **Section 1. Recitals.** The foregoing “Whereas” clauses are ratified and confirmed
49 as being true, correct and reflective of the legislative intent underlying this Ordinance and are
50 hereby made a specific part of this Ordinance.

51 **Section 2. Amendment and Adoption of Comprehensive Plan Amendment.**
52 Pursuant to Section 163.3184, Florida Statutes, the Amendment to the Comprehensive Plan, as
53 shown in the attached Exhibit “A,” is hereby amended and adopted.

54 **Section 3. Transmittal.** That the Town staff is authorized to transmit copies of this
55 Ordinance, and the related Amendment to the Town’s Comprehensive Plan as shown in the

attached Exhibit “A” to the Florida Department of Economic Opportunity (DEO), all other units of local government and governmental agencies as required by Florida law for review and comment, after a vote on first reading of this Ordinance.

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

Section 6. Inclusion in the Town’s Comprehensive Plan. That it is the intention of the Town Commission, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town’s Comprehensive Plan, that sections of this Ordinance may be re numbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 7. Effective Date. That this Ordinance shall be effective immediately upon passage by the Town Commission on second reading, except that the effective date of the Comprehensive Plan Text Amendment approved by this Ordinance shall be the date a final order is issued by the Florida Department of Economic Opportunity or Administrative Council finding the Comprehensive Plan Amendment in-compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. The Florida Department of Economic Opportunity notice of intent to find the Comprehensive Plan Amendment in compliance shall be deemed to be the final order if no timely petition challenging the Comprehensive Plan Amendment is filed.

Passed on first reading, this ____ day of _____, 2021.

Passed and adopted on the second reading, this ____ day of _____, 2021.

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MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Oldaker	_____	_____
Commissioner Sokolow	_____	_____
Commissioner Strauss	_____	_____
Commissioner Malkoon	_____	_____

ATTEST:

Tedra Allen, CMC Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Exhibit “A”

Town of Lauderdale-by-the-Sea, Florida Comprehensive Plan Amendments

Coastal Management Element (CME)

Objective 5.1

Continue to ~~enforce~~ remain consistent or more stringent than all applicable local, state, and federal coastal environmental and building regulations while providing for the appropriate development or operation of remaining vacant waterfront residential properties.

Policy 5.1.4 Continue to require that building construction techniques and additional flood resistant construction requirements remain either consistent with, or more stringent than, the requirements within the Florida Building Code (FBC) and applicable flood plain management regulations set forth in 44 C.F.R. part 60 ~~in accord with the Florida Building Code.~~

Policy 5.1.5 Continue to enforce all regulations pertaining to the State’s Coastal Construction Control Line, as established pursuant to Section 161.053, Florida Statutes, as may be amended, and require that any construction activities seaward of said line be consistent with Chapter 161, Florida Statutes, as may be amended.

Policy 5.1.12 The Town will continue to participate in the Community Rating System administered by the National Flood Insurance Program (NFIP). The Town shall continue to strengthen its sea-level rise adaptation strategies and work to reduce flood risk and losses, to improve its Community Rating Score.

Policy 5.3.3 The Town shall protect coastal areas for public benefit, and, using best practices, restore degraded coastal protection measures, including dunes, dune vegetation, and overall dune system while enforcing established access points to reduce foot traffic on the dune system.

Policy 5.4.4 Ensure that public and private developments in flood risk zones are built to an elevation that is the minimum, and where possible greater than, the required elevation for the current Community Rating Score of the National Flood Insurance Program (NFIP) working with the assumption of 6-10 inches of sea level rise by 2030, as stated by the Southeast Florida Regional Compact on Climate Change.

Policy 5.6.3 Continue to adequately fund local maintenance and operation needs with respect to storm and floodwater drainage.

Policy 5.6.4 The Town shall recognize the risk of high tide flooding events, flash flooding, storm surge, and the impacts of a rising sea, and shall ensure all drainage facilities are properly maintained to reduce flood risk.

Policy 5.7.2 ~~In coordination with Broward County, identify in the post-disaster redevelopment plan criteria for limiting redevelopment due to the extent of damage suffered, the potential repeated damage and areas suitable for public acquisition that have been destroyed as a result of a hurricane.~~ County, State, and Federal agencies and grant programs, including the Flood Mitigation Assistance Program (FMAP), Repetitive Flood Claims (RFC), and Severe Repetitive Loss (SRL), the Town will continue to work with the State of Florida Division of Emergency Management (FDEM), the Federal Emergency Management Agency (FEMA), and the National Flood Insurance Program (NFIP) to mitigate flooding hazards through the acquisition, elevation, or relocation mitigation alternatives.

Policy 5.7.4 Investigate–Enforce the post-disaster redevelopment plan, reduction of and where possible work to reduce the densities in the coastal high hazard area.

Policy 5.7.7 The Town will develop and support public and private projects and programs to retrofit, relocate, or acquire properties susceptible to repetitive flooding.

Policy 5.7.8 The Town shall require all future development and redevelopment within flood hazard areas to require additional vulnerability reduction measures, including but not limited to additional hardening, higher finished flood elevations, or the incorporation of natural infrastructure for increased resilience.

Policy 5.7.9 Structures that are storm damaged over 50% of their most recent appraised value may be reconstructed only when the entire structure will then conform to all applicable regulations, including all land development regulations, Florida Building Codes, and coastal construction codes.

Objective 5.9

The Town shall update data of critical facilities and create new strategies related to climate change impacts to infrastructure and shoreline protection.

Policy 5.9.1 The Town will maintain a list of critical facilities within areas vulnerable to repeat flooding and analyze the facilities' capacity to accommodate sea-level rise over the life expectancy of the infrastructure.

Policy 5.9.2 The Town shall develop strategies that identify how the Town will respond to impacts on critical facilities located in flood areas, considering the potential need and cost to maintain or relocate critical facilities from the areas expected to be affected.

Policy 5.9.3 The Town will enforce a shoreline stabilization strategy to protect and enhance the built and natural environments from erosion and sea-level rise impacts, prioritizing natural green infrastructure approaches. The Town shall assure shoreline stabilization strategies are found to be in the public interest, while taking into consideration the Town's vulnerability to climate change impacts. The Town shall consider public access to beaches, impacts to neighboring properties and the values and functions of beaches and coastal/marine systems, relative to shoreline stabilization strategies.

Objective 5.10

In compliance with Florida Statutes 163.3178(2)(f)3, as may be amended, during this short-term planning period the Town will implement site development techniques and best practices that reduce losses due to flooding.

Policy 5.10.1 The Town will incorporate a planning, design and permitting standard for infrastructure and public facilities that includes a sea-level rise assumption of 6-10 inches by 2030 as developed by the Southeast Florida Regional Climate Change Compact. The Town shall review and update sea-level rise projections when new and pertinent data is available.

Objective 5.11

The Town understands that its location between the Atlantic Ocean and Intracoastal Waterway places it in a challenging area. The Town will monitor and approach new coastal challenges as data is provided.

Policy 5.11.1 The Town will participate in regional climate and coastal initiatives to remain informed, and as a leader in understanding and anticipating coastal challenges.

Policy 5.11.2 The Town recognizes the risk of high tide flooding events, flash flooding, storm surge, and the impacts of a rising sea, and shall enforce all drainage facilities are properly maintained to reduce flood risk. Facilities will be checked annually, allowing time to effect needed repairs prior to the Atlantic Hurricane Season (June 1), this includes pumping stations as well as drainage infrastructure. Routine maintenance and cleaning will occur on a monthly schedule and prior to major storm occurrences.

Policy 5.11.3 The Town will make public announcements regarding high tide events and provide proper traffic assistance.

Peril of Flood Comments and Supporting Documentation

Comments:

Department of Economic Opportunity (DEO):

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

August 27, 2021

The Honorable Chris Vincent
Mayor, Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

Dear Mayor Vincent:

The Department of Economic Opportunity ("Department") has reviewed the Town of Lauderdale-By-The-Sea's proposed comprehensive plan amendment (Amendment No. 21-01ESR), received on August 4, 2021, pursuant to the expedited state review process in Section 163.3184(2)(3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within the Department's authorized scope of review.

We are, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comment will not form the basis of a challenge. It is offered either as a suggestion which can strengthen the Town's comprehensive plan in order to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comment is:

- *The South Florida Regional Planning Council (SFRPC) assisted the Town in creating assessments and maps identifying their flooding vulnerabilities and risks through a FY2018-19 Community Planning Technical Assistance (CPTA) Grant. The proposed amendment could be strengthened by incorporating into the supporting data and analysis the results of the flooding assessment and maps, including the high tide flooding map, coastal high hazard area map, and sea level rise maps, created through the FY2018-19 CPTA grant work.*

The Town should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the Town is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the Town. If the Town receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

The Honorable Chris Vincent

August 27, 2021

Page 2 of 2

- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the Town that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Melissa Corbett, Planning Analyst, by telephone at (850) 717-8505 or by email at Melissa.Corbett@deo.myflorida.com.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/mc

Enclosure(s): Procedures for Adoption

cc: Susan M. Leven, AICP, Planner, Town of Lauderdale-By-The-Sea
Isabel Cosio Carballo, MPA, Executive Director, South Florida Regional Planning Council

South Florida Regional Planning Council:

At the September 27, 2021, Council Meeting, the South Florida Regional Planning Council approved the attached report, finding the proposed and adopted amendments to be generally consistent with the *Strategic Regional Policy Plan* for South Florida. Should you have any questions, contact Isabel Cosio Carballo, Executive Director, at (954) 924-3653 or isabelc@sfrpc.com.

PROPOSED:

Town of Lauderdale-by-the-Sea SFRPC Agenda IV.C #21-01ESR

Mayor		CC		
<i>Chris Vincent</i>		<i>Jhanelle Campbell/Susan Leven</i>		
chrisvincent@lauderdalebythesea-fl.gov ;		JhanelleC@lbts-fl.gov ; susanl@lbts-fl.gov ;		
Local Government and Plan Amendment Number	Proposed	Adopted	Council Review Date	Local Government Transmittal or Adoption Public Hearing and Meeting
Town of Lauderdale-By-The- Sea 21-01ESR (received 08-05-21)	✓	N/A	09-27-21	05-25-21

1. The proposed amendments revise the Town of Lauderdale-By-The-Sea's Comprehensive Plan to comply with Peril of Flood amendment requirements and plan for the Town's resilience to future potential flooding.
2. The amendments affect the Town of Lauderdale-By-The-Sea.
3. The amendments do not create any adverse impact to state or regional resources/facilities. The Council previously assisted the Town by creating flooding vulnerability assessments, reflecting the Coastal High Hazard Area (CHHA) and 1- and 2-foot potential Sea Level Rise. Council staff provided these maps to the Town and recommends including the maps in a revised amendment package. Additionally, Council staff recommends addressing the comments of the South Florida Water Management District (FWMD) by revising its Water Supply Facilities Work Plan (Work Plan) as required. Council staff notes that the City is required to adopt a property rights element for amendments considered after July 1, 2021, and notes that these amendments were first considered at public hearings prior to that date.

Florida Department of Transportation (FDOT): Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the proposed Town of Lauderdale-By-The-Sea comprehensive plan amendment 21-1ESR.

FDOT is providing the following technical assistance comments consistent with Section 163.3168(3), Florida Statutes. These technical assistance comments will not form the basis of a challenge. These comments are intended to strengthen the local government's comprehensive plan in order to foster a vibrant, healthy community and are designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.

Upon request, FDOT can consider assistance to the Town in pursuing its comprehensive plan objectives.

Technical Assistance Comments

1. Coastal Management Policies 5.4.4 and 5.10.1 reference an assumption of 6-inches to 10-inches of sea level rise by 2030, as stated/developed by the Southeast Florida Regional Compact on

Exhibit 4

Climate Change [Southeast Florida Regional Climate Change Compact]. The Town should consider clarifying whether it is referencing the latest update of the Compact's Unified Sea Level Rise Projection released in 2019 or the previous projection released in 2015? The projection from 2019 below shows 10-inches to 17-inches of rise in sea level by 2040. The projection from 2015 showed a projected 6-inches to 10-inches of rise in sea level by 2030.

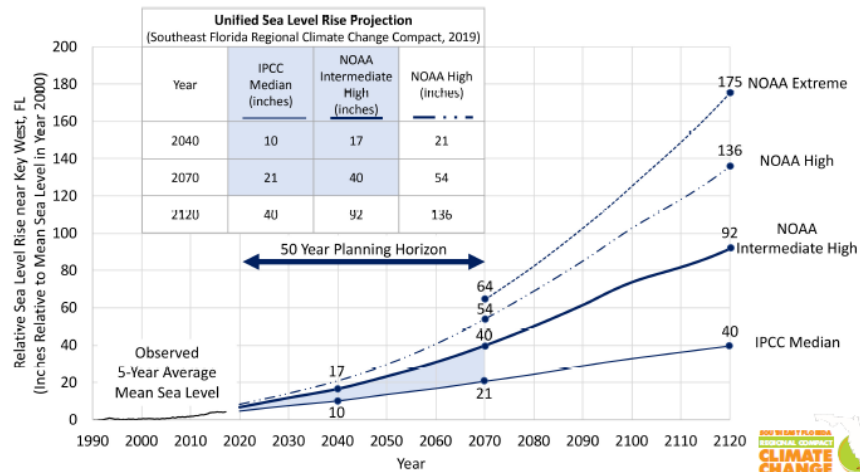


FIGURE 1: Unified Sea Level Rise Projection

These projections start from zero in year 2000 and are referenced to mean sea level at the Key West tide gauge. Based on the 5-year average of mean sea level, approximately 3.9 inches of sea level rise has occurred from 2000 to 2017 (see historic sea level section of guidance document). The projection includes global curves adapted for regional application: the median of the IPCC AR5 RCP 8.5 scenario (Growing Emissions Scenario) as the lowest boundary (solid thin curve), the NOAA Intermediate High curve as the upper boundary for short-term use until 2070 (solid thick line), the NOAA High curve as the upper boundary for medium and long-term use (dash-dot curve). The shaded zone between the IPCC AR5 RCP 8.5 median curve and the NOAA Intermediate High is recommended to be generally applied to most projects within a short-term planning horizon. Beyond 2070, the adaptability, interdependencies, and costs of the infrastructure should be weighed to select a projection value between the IPCC Median and the NOAA High curves. The NOAA Extreme curve (dash-dot curve) brackets the published upper range of possible sea level rise under an accelerated ice melt scenario. Emissions reductions could reduce the rate of sea level rise significantly.

Unified Sea Level Rise Projection: 2019 Update

10

See the supporting report at https://southeastfloridacclimatecompact.org/wp-content/uploads/2020/04/Sea-Level-Rise-Projection-Guidance-Report_FINAL_02212020.pdf.

Please contact Lois Bush at 954-777-4654 or lois.bush@dot.state.fl.us if you have any questions. Thank you.



Larry Hymowitz

Planning Specialist, Policy and Mobility Planning Section

Planning & Environmental Management - FDOT District Four

p: (954) 777-4663 f: (954) 677-7892

a: 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309

e: lhymowitz@dot.state.fl.us w: www.FDOT.state.fl.us



South Florida Water Management District (SFWMD): The South Florida Water Management District (District) has completed its review of the proposed amendment package submitted by Town of Lauderdale-By-The-Sea (Town). The amendment package includes amendments to the Coastal Management Element of the Town's Comprehensive Plan to address Peril of Flood requirements.

Exhibit 4

There appear to be no regionally significant water resource issues; however, the District offers the following technical guidance regarding Regional Water Supply Planning:

- The Town is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Lower East Coast (LEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the LEC Water Supply Plan Update on November 8, 2018. Therefore, the Town's Work Plan was to be updated and adopted by **May 2020**. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands. Planning tools are available on the District's website for your use and District Staff are available to provide technical assistance to update the Work Plan, including reviewing draft Work Plans prior to formal plan amendment submittal. The planning tools are available at this link: <https://www.sfwmd.gov/doing-business-with-us/work-plans>.

The District requests that the Town forward a copy of the adopted amendments to the District at the following email mailbox address: SFLOCALGOVPLAN@sfwmd.gov. Please contact me if you have any questions or need additional information.

Sincerely,

Ms. Terry Manning, Senior Policy and Planning Analyst
South Florida Water Management District
Water Supply Implementation Unit
3301 Gun Club Road
West Palm Beach, FL 33406
Phone: 561-682-6779
Fax: 561-681-6264
E-Mail: tmanning@sfwmd.gov

Supporting Documentation:

South Florida Regional Planning Council: The following is the report written by the Council regarding their work with Lauderdale-By-The-Sea and several other municipalities regarding Peril of Flood Amendments. *Please note: only Lauderdale-By-The-Sea information is presented here, which accounts for the inconsistency in the page numbering.*

FDEO P0317 Deliverable 2

1.0 Introduction

This report is composed in partial support of the Department of Economic Opportunity's Technical Assistance Grant P0317. This grant is designed to provide funding to allow the grantee, the South Florida Regional Planning Council (SFRPC) to assist the Town of Lauderdale-By-The-Sea, City of Marathon, and Islamorada, Village of Islands, with updating their comprehensive plans to identify and address any deficiencies within these plans following the Peril of Flood Amendment, Section 163.3178(2)(f) in the Florida Statutes. This report will focus on providing a vulnerability assessment to identify the coastal areas within each municipality to understand the risks that result from high tide events, storm surge, flash floods, storm water runoff, and other impacts that could develop because of rising sea level.

2.0 Background

Over the past 100 years, sea level rise data was collected from Miami Beach and Key West. During that time, it has been confirmed that there has been approximately 0.75 feet of sea level rise. While this is regional, the Intergovernmental Panel on Climate Change (IPCC) states that there are approximately 3.3 centimeters of sea level rise per year, and by the year 2100, there will be an estimated 2.4 to 6.2 feet of sea level rise.

Within South Florida, the elevation for Broward County, Miami-Dade County, and the Florida Keys (Monroe County) is primarily less than 6 feet above sea level in the two mainland counties, with 90% of the land being below the 5-foot elevation mark. As a result, this puts some of the most densely populated counties in the state at extreme risk for the consequences of sea level rise. Each county, and further, each municipality, has its own host of concerns and issues, from the unique scenarios revolving around zoning, local geology, and local regulations.

This report will display maps representing 1- and 2- feet of sea level rise as predicted for the South Florida region to occur by 2040 and 2060 respectively. Sea level rise is not the only concern for the region, as coastal storms are occurring more regularly. The Coastal High Hazard Area (CHHA) is defined by the Florida Statutes as the area of land that is located below the elevation of a Category 1 storm surge line by the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) models.

2.1 Town of Lauderdale-By-The-Sea

The Town of Lauderdale-By-The-Sea (the "Town") is part of the Fort Lauderdale/Pompano Beach Metropolitan Statistical Area in Broward County, Florida. Located east and south of Pompano Beach and north of Fort Lauderdale, the town's eastern border is the Atlantic Ocean. According to estimates from the 2017 American Community Survey (ACS), the Town of Lauderdale-By-The-Sea had a population of 6,441, of which 12% was Hispanic or Latino (includes all races), 82% was non-Hispanic White and 4% was non-Hispanic Black or African American. Almost 39% were 65 years old or older, compared to only 16% in Broward

FDEO P0317 Deliverable 2

County as a whole. A fifth of the residents (22%) were born abroad, but almost half of these were naturalized citizens. Over one-fifth (21%) of the foreign-born were from Canada. Only 2% of the population spoke English "not well" or "not at all." At \$64,125, the Town's median household income was higher than the County average (\$54,895). Only 9% of the residents of Lauderdale-By-The-Sea lived in households with incomes below the poverty level, compared to 14% for Broward County. The Town had a higher share of residents with a disability (17%) when compared to the County as a whole (11%); the share of the Town's population with a disability among those 65 years old and over (32%) was closer to the County average (35%). Over 10% of Lauderdale-By-The-Sea households had no vehicle available; among renters it was 19%. Almost half of renters (47%), 50% of owners with a mortgage and 34% of owners without a mortgage faced housing costs of 30% or more of their income, according to the 2017 ACS. The median home value in Lauderdale-By-The-Sea was \$459,100, over twice the median for Broward County.

The Town of Lauderdale-By-The-Sea is found on a barrier island and is the only location in Broward County in this report. As of 2013, the Town has undergone a major commercial shift bringing in numerous businesses through a downtown revitalization project on Commercial Boulevard. The Town's 1.5 square miles are located entirely on the barrier island between Pompano Beach and Fort Lauderdale, with its western boundary at the Intracoastal Waterway (ICW) and its eastern boundary at the Atlantic Ocean.

Along with the Intracoastal Waterway and Atlantic Ocean, the Town has several canals that branch off the Intracoastal Waterway into the town limits. These canals, as well as the Intracoastal Waterway on the Town's west side, are armored with seawalls. The seawalls are maintained in accordance with Broward County policies and not subject to any specific section of the Town of Lauderdale-By-The-Sea Comprehensive Plan.

3.0 Methods

There are numerous ways for sea level rise to be monitored, including several free web-based modeling processes. The National Oceanic and Atmospheric Administration (NOAA) provides access to bathtub models, which show direct change based on elevation and a set rise in the base sea level against current elevation.

In addition to this Sea Level Rise viewer, NOAA offers access to the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model. This model provides a view of the threat to various locations based on the elevation above sea level, using a color scheme to display the level of threat of any storm strength to an elevation in a specific location. This is a solid model to predict storm surge and determine what areas will be affected by each strength of storm. There are always discrepancies within any data set, due to the shifting and dynamic coastal environment, where offshore formations will affect waves and the consequent surge. This concern is not limited to the nearshore, as onshore structures, from revetments and seawalls, as well as green infrastructure (mangroves, dunes), also provide a level of protection from a surge.

Taking into consideration the average elevation of the selected municipalities and the local changes that could have occurred between the time data was collected, there could be unmapped changes which would affect the model. This change, unless very drastic, could be seen

FDEO P0317 Deliverable 2

as minimal in the grand scheme of the model, especially in the low-lying areas of coastal South Florida.

In addition to the sea level rise viewer and SLOSH model, ArcGIS provides a powerful tool for modeling. The Tampa Bay Regional Planning Council has created a Surge and Sea Level Rise Model in ArcGIS to assist with the Peril of Flood work being performed across the State. This tool uses a DEM Raster layer, as well as a sea layer, combined with SLOSH grids, mean high-water points, and tidal gauge points within the datum. The DEM Raster data was collected from the NOAA Coast Data Viewer. This repository contains post-Irma LiDAR data for Lauderdale-By-The-Sea, as well as Marathon, and Islamorada. The data was downloaded, transformed into the proper projection, and was used as the baseline for the rest of the datum in the tool.

Using the tool in ArcMap requires it to be run twice, once for a Category 1 hurricane, which is used in the definition of the Coastal High Hazard Area (CHHA), with 1 foot of sea level rise, and a second time with a Category 1 hurricane with 2 feet of sea level rise. The program produces a new shape file that shows the extent of flooding into the selected DEM raster, based on the numerical model, and would show the CHHA with the selected sea level rise. This program can also be used to model a high category storm with a user defined rise in sea level. The model was run on independent map documents for each municipality and each defined height to ensure no accidental overlap.

4.0 Results

4.1 Town of Lauderdale-By-The-Sea

Being a coastal city in South Florida, Lauderdale-By-The-Sea is under constant threat from sea level rise. First, a look at sea level rise within the Town boundaries. Using the ArcMap tool explained in the Methods Section above, can model sea level rise of 1- and 2- feet above sea level as well as the coastal high hazard area. The CHHA was previously defined as the Category 1 hurricane coverage zone. Because the Town is located on the South Florida Coastal Ridge, up to 7-8 feet of sea level rise (based on the NOAA Sea Level Rise viewer) will not flood the most shoreward properties although there could be a flood risk from the Intracoastal Waterway (ICW). The property on the west side of the Town is subject to possible flooding with the 1 foot of sea level rise during a Category 1 hurricane as seen in Appendix B. It is important to note that the sea level rise viewer for the same height of 1 foot without a hurricane does not portray flooding on these lands. Major flooding, occurring over more than half the Town will not occur until flooding is over 2 feet.

With an additional foot of sea level rise under the same conditions, the Town does experience greater risk. With a 2-foot rise of sea level, a majority of the Town is flooded during a storm event. What this does not account for is that while the waters are below a certain elevation, there is the chance that the surge waters will move through the properties on the coast to cause flooding in the more 'inland' regions of the barrier island. These figures describe the areas that are under the elevation for the sea level rise footage at the CHHA.

FDEO P0317 Deliverable 2

Sea level rise in the Town also creates a large problem regarding drainage and flooding. With the increase in water levels, water can not percolate through soil to the water table as easily, or quickly as in other locations where the land is much higher than the water table. Lauderdale-By-The-Sea is working on understanding the best approach to areas of concern about flooding and drainage.

The National Storm Surge Hazard Maps tool is used to model surge, based on a numerical model, used to provide insight into storm surge. When there are no active warnings, the surge maps are the best tools that are widely available and take into consideration the local elevation data from its best source. For the data displayed, elevation is collected through NOAA and the numerical model provides a snapshot of the scenario should a Category 1 hurricane or higher affect an area. The legend separates the risk into a variety of bins based on elevation above the ground, and in Lauderdale-By-The-Sea, properties at the greatest storm surge risk include mostly those that are under 3 feet above sea level, especially the properties that are near the Intercoastal Waterway, even at a modeled Category 5 hurricane. When the model is tasked with mapping a Category 5 storm, structures below 6 feet above the ground are points of concern. Most of the Town is placed in the lowest range with structures that are less than 3 feet above ground being of major concern.

The Town has adopted a plan to deal with stormwater runoff. A visual review of aerial imagery of LBTS confirms a high land coverage of structures within the boundaries of the Town. The larger structures along the beach have a mixture of structure and open parking, the former aiding in the land cover by allowing the larger structures to have more in the way of landscaping than parking lots. Furthermore, in the municipal code, there exists language that enforces specific landscaping and soil use. The soil is used to assist with holding water, as well as drought-resistant vegetation, which is important to assist with flood mitigation.

The Town is also prepared for the King Tide events, having identified two neighborhoods, Terra Mar and Bel-Air, that experience King Tides more readily than other locations. King Tides, also known as sunny-day flooding, or nuisance flooding, occur during the fall and winter seasons. They are elevated tidal events caused by a change in the gravitational pull of the moon and sun on Earth, combined with a slowing of the Gulf Stream, a result of warming temperatures, and allows the water to stack higher. These high tide maps, pulled from an online WebGIS tool from NOAA, is found in Appendix A. Based on public input, these areas do not always experience flooding in the most common sense, with water percolating from the ground and remaining until it can drain back to the water table that is also elevated. The Town is aware of this situation and is taking steps to mitigate for these issues.

5.0 Conclusions

South Florida and the Florida Keys are areas that have a unique and intimate relationship with water. As a result, many South Florida, and particularly Monroe County, residents and tourists are very coastal centric. In 2017, more than 2.2 million tourists visited Monroe County and spent more than \$3 billion according to the "2017 Monroe County Visitor Volume and Spending" study commissioned by the Monroe County Tourist Development Council.¹ As a result, the region is very influenced by the ocean, including the challenges created by a rising sea. Acute events, such as hurricanes, are known to cause issues in the region with the current sea level, and this will be compounded with the predicted rise. The Town of Lauderdale-By-The-Sea, the City of Marathon, and Islamorada, Village of Islands all have shared and unique issues. They are

Exhibit 4

preparing for sea level rise and the challenges to their communities. The vulnerability assessment provided in this report will assist South Florida Regional Planning Council and municipal staff in identifying policies and objectives within each comprehensive plan in order to bring their plans into compliance and prepare for the future.



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Susan Trevarthen, Town Attorney

Submitting Department: Town Attorney's Office

Item Type: Ordinances - 2nd Reading

Agenda Section: ORDINANCES 2nd Reading

Subject Title: Ordinance 2021-13 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT CHAPTER 2 "ADMINISTRATION," ARTICLE II "TOWN COMMISSION," SECTION 2-25 "CAMPAIGN FINANCE RESTRICTIONS" TO AMEND THE CAMPAIGN CONTRIBUTION LIMITS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE. **(Exhibit 1)**

Explanation: On May 7, 2021, the Governor approved Senate Bill 1890 ("SB 1890"), which amended Section 106.08, Florida Statutes, regarding campaign contributions. SB 1890 preempts local governments from adopting campaign contribution limits that differ from the limitations set forth by state statute.

Section 106.08, Florida Statute, provides a campaign contribution limit of \$1,000.00 for candidates in any election conducted on less than a countywide basis, which would include municipal elections. Section 2-25 of the Town Code currently provides for a campaign contribution limit of \$300.00. Section 2-25 also provides regulations regarding campaign contributions from vendors.

At the October 26, 2021 Commission Meeting, the enclosed Ordinance **(Exhibit 1)** amending the Town's Code to increase the campaign contribution limit from \$300.00 to \$1,000.00, consistent with State law passed on first reading 5-0. The remainder of Section 2-25 is not preempted by SB 1890 and remains effective.

Recommendation: Approve Ordinance 2021-13 on second reading.

Attachments: Exhibit 1 – Ordinance 2021-13
Exhibit 2 – Florida Senate Bill 1890 ("SB 1890")

ORDINANCE 2021-13

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN’S CODE OF ORDINANCES AT CHAPTER 2 “ADMINISTRATION,” ARTICLE II “TOWN COMMISSION,” SECTION 2-25 “CAMPAIGN FINANCE RESTRICTIONS” TO AMEND THE CAMPAIGN CONTRIBUTION LIMITS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on May 7, 2021, the Governor approved Senate Bill 1890 (“SB 1890”), which amended Section 106.08, Florida Statutes, regarding campaign contributions; and

WHEREAS, SB 1890 preempts local governments from adopting campaign contribution limits which differ from the limitations set forth by state statute; and

WHEREAS, Section 106.08, Florida Statute, provides a campaign contribution limit of \$1,000.00 for candidates in any election conducted on less than a countywide basis, which would include municipal elections; and

WHEREAS, Section 2-25 of the Town Code currently provides for a campaign contribution limit of \$300.00; and

WHEREAS, the Town Commission deems it in the best interest of the Town to adopt this Ordinance amending Section 2-25 of the Code to amend the campaign contribution limits for consistency with State law.

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

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

SECTION 2. Amending Section 2-25. Chapter 2 “Administration,” Article II “Town Commission,” Section 2-25 “Campaign Finance Restrictions” is hereby amended to read as follows:¹

CHAPTER 2. – ADMINISTRATION

Article II. – Town Commission.

Sec. 2-25. Campaign finance restrictions.

(d) *Campaign contribution limits.* No candidate for the office of Mayor or Town Commissioner shall accept a campaign contribution, and no person or entity shall make a campaign contribution to such a candidate, in an amount which exceeds the aggregate amount of ~~\$300.00~~ 1,000.00 per election, ~~or as otherwise provided by law, adjusted for inflation based upon the consumer price index.~~

SECTION 3. 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 4. Conflicts. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

¹Proposed additions to existing Town Code text are shown by underlining; proposed deletions from existing Town Code text are shown by ~~strike through~~.

SECTION 5. Effective Date. This Ordinance shall become effective upon adoption on second reading.

Passed on the first reading, this 26th day of October, 2021.

Passed and adopted on the second reading, this 14th day of December, 2021.

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	<u> Aye </u>	<u> </u>
Vice-Mayor Oldaker	<u> Aye </u>	<u> </u>
Commissioner Malkoon	<u> Aye </u>	<u> </u>
Commissioner Sokolow	<u> Aye </u>	<u> </u>
Commissioner Strauss	<u> Aye </u>	<u> </u>

ATTEST:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

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1
2 An act relating to campaign financing; amending s.
3 106.08, F.S.; providing a limitation on contributions
4 made to political committees sponsoring or opposing a
5 constitutional amendment proposed by initiative;
6 specifying conditions upon which the limitation no
7 longer applies; preempting counties, municipalities,
8 and other local governmental entities from enacting or
9 adopting any limitation or restriction involving
10 certain contributions and expenditures, or
11 establishing contribution limits different than those
12 established in the Florida Election Code; providing
13 applicability; amending s. 106.141, F.S.; prohibiting
14 a candidate from donating surplus funds to a
15 charitable organization that employs the candidate;
16 providing that any candidate required to dispose
17 surplus funds may give certain surplus funds to the
18 state or a political subdivision, to be disbursed in a
19 specified manner; providing an effective date.
20

21 Be It Enacted by the Legislature of the State of Florida:
22

23 Section 1. Paragraph (a) of subsection (1) of section
24 106.08, Florida Statutes, is amended, and subsection (11) is
25 added to that section, to read:

26 106.08 Contributions; limitations on.—

27 (1)(a) Except for political parties or affiliated party
28 committees, no person or political committee may, in any
29 election, make contributions in excess of the following amounts:

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30 1. To a candidate for statewide office or for retention as
31 a justice of the Supreme Court or to a political committee that
32 is the sponsor of or is in opposition to a constitutional
33 amendment proposed by initiative, \$3,000. However, the
34 limitation on contributions to such political committees no
35 longer applies once the Secretary of State has issued a
36 certificate of ballot position and a designating number for the
37 proposed amendment that the political committee is sponsoring or
38 opposing. Candidates for the offices of Governor and Lieutenant
39 Governor on the same ticket are considered a single candidate
40 for the purpose of this section.

41 2. To a candidate for retention as a judge of a district
42 court of appeal; a candidate for legislative office; a candidate
43 for multicounty office; a candidate for countywide office or in
44 any election conducted on less than a countywide basis; or a
45 candidate for county court judge or circuit judge, \$1,000.

46 (11) (a) A county, a municipality, or any other local
47 governmental entity is expressly preempted from enacting or
48 adopting:

49 1. Contribution limits that differ from the limitations
50 established in subsection (1);

51 2. Any limitation or restriction involving contributions to
52 a political committee or an electioneering communications
53 organization; or

54 3. Any limitation or restriction on expenditures for an
55 electioneering communication or an independent expenditure.

56 (b) Any existing or future limitation or restriction
57 enacted or adopted by a county, a municipality, or any other
58 local governmental entity which is in conflict with this

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subsection is void.

Section 2. Paragraph (a) of subsection (4) of section 106.141, Florida Statutes, is amended to read:

106.141 Disposition of surplus funds by candidates.—

(4)(a) Except as provided in paragraph (b), any candidate required to dispose of funds pursuant to this section shall, at the option of the candidate, dispose of such funds by any of the following means, or any combination thereof:

1. Return pro rata to each contributor the funds that have not been spent or obligated.

2. Donate the funds that have not been spent or obligated to a charitable organization or organizations that meet the qualifications of s. 501(c)(3) of the Internal Revenue Code, except that the candidate may not be employed by the charitable organization to which he or she donates the funds.

3. Give not more than \$25,000 of the funds that have not been spent or obligated to the affiliated party committee or political party of which such candidate is a member.

4. Give the funds that have not been spent or obligated:

~~a. In the case of a candidate for state office,~~ To the state, to be deposited in either the Election Campaign Financing Trust Fund or the General Revenue Fund, as designated by the candidate; or

~~b. In the case of a candidate for an office of a political subdivision,~~ To a ~~such~~ political subdivision, to be deposited in the general fund thereof.

Section 3. This act shall take effect July 1, 2021.



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Ken Rubach, Director of Public Works

Submitting Department: Public Works

Item Type: Ordinance- Second Reading

Agenda Section: Ordinance – Second Reading

Subject Title: ORDINANCE 2021-14 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE I "IN GENERAL", TO ADJUST THE FEES ASSOCIATED WITH PARKING VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: At the September 28, 2021 Commission meeting, staff requested direction from the Commission on amending current citation fees based on the increase in parking rates, as well as fees charged by the surrounding municipalities. The Commission directed staff to move forward with drafting a new ordinance to increase the parking citation fees from \$25.00 to \$30.00 for parking violations and add an additional category for parking violations involving EV/golf cart/motorcycle spaces that were being improperly used in the amount of \$40.00. In an effort to streamline the process of adjusting citation fees going forward, the ordinance will provide for these fees to be set by resolution of the Town Commission.

At the October 26, 2021 Commission Meeting, the ordinance passed on first reading 5-0. The fees will be adjusted in a resolution that is on tonight's agenda as a separate item.

Recommendation: Staff recommends approval of Ordinance 2021-14 on 2nd reading.

Attachments: Ex.1 – Ordinance 2021-14 – Second Reading

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WHEREAS, Section 19-4 of the Town Code currently provides for a parking citation fee

WHEREAS, on September 28, 2021, the Town Commission directed staff to increase the parking citation fees to \$30.00 for parking violations and add an additional category of parking violations for EV/golf cart/motorcycle parking spaces that are improperly used in the amount of \$40.00; and

WHEREAS, the Town Commission deems it in the best interest of the Town to adopt this Ordinance amending Section 19-4 of the Code to remove the parking citation fees from the Code, and to separately adopt these increased and new fees by resolution.

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

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

SECTION 2. Amending Section 19-4. Chapter 19 “Traffic and Motor Vehicles,” Article I “In General,” Section 19-4 “Enforcement of Traffic and Parking Regulations” is hereby amended to read as follows:¹

¹Proposed additions to existing Town Code text are shown by underlining; proposed deletions from existing Town Code text are shown by ~~strike through~~.

28 **CHAPTER 19. – TRAFFIC AND MOTOR VEHICLES**

29 ***

30 **Article I. – In General.**

31 ***

32 **Sec. 19-4. Enforcement of Traffic and Parking Regulations.**

33 ***

34 (b) *Overtime, permit or restricted parking—Penalty and enforcement.* The penalty for overtime
35 parking, ~~or~~ for parking in any space requiring a permit, ~~or~~ for parking in any space that may
36 be restricted in any manner, or for non-permitted uses of EV/golf cart/motorcycle parking
37 space, shall be \$25.00 set by resolution of the Town Commission.

38 ***

39 **SECTION 3. Severability.** If any section, sentence, clause, or phrase of this Ordinance
40 is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
41 shall in no way affect the validity of the remaining portions of this Ordinance.

42 **SECTION 4. Conflicts.** All prior ordinances or resolutions or parts thereof in conflict
43 herewith are hereby repealed to the extent of such conflict.

44 **SECTION 5. Effective Date.** This Ordinance shall become effective upon adoption on
45 second reading.

46 Passed on the first reading, this ____ day of _____, 2021.

47 Passed and adopted on the second reading, this ____ day of _____, 2021.

49 _____
50 **MAYOR CHRIS VINCENT**

	First Reading	Second Reading
52		
53 Mayor Vincent	_____	_____
54 Vice-Mayor Oldaker	_____	_____
55 Commissioner Malkoon	_____	_____
56 Commissioner Sokolow	_____	_____

57 Commissioner Strauss _____

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59 ATTEST:

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63 Tedra Allen, Town Clerk

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65 APPROVED AS TO FORM:

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69 Susan L. Trevarthen, Town Attorney

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Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Neysa Herrera, Assistant to the Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTION

Subject Title: RESOLUTION 2021-72 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE SENATE BILL 280 AND HOUSE BILL 403; URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE SENATE BILL 620 AND HOUSE BILL 569; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.

Explanation: **Senate Bill 280 and House Bill 403**

On September 21, 2021, Senator Hutson filed Senate Bill 280 (“SB 280”) and on October 25, 2021, House Representative Giallombardo filed House Bill 403 (“HB 403”). These bills are identical and amend the legal standards and processes used by courts to assess the validity of municipal ordinances and imposes new substantive requirements on municipalities for adopting and enforcing ordinances. The bills:

1. Require cities and counties to prepare a business impact statement before adopting an ordinance. Emergency ordinances are exempt.
2. Create s.125.675 F.S. and s.166.0411, F.S. to require a municipality or county to suspend enforcement of an ordinance that is the subject of a civil action, including any appeals, challenging the ordinance’s validity on grounds that it is preempted by the state constitution or state law, is arbitrary or unreasonable, or is otherwise prohibited by law. This requirement applies only if:
 - The action was filed within 20 days of the ordinance’s effective date;
 - Suspension of the ordinance was requested in the complaint or petition; and
 - The municipality was served with a copy of the complaint or petition.
3. Authorize the award of attorney fees and costs to a prevailing plaintiff in a civil action commenced after October 1, 2022, in which the adoption or enforcement of an ordinance is alleged to be arbitrary or unreasonable, or prohibited by law other than by express preemption (i.e., is impliedly preempted or is in conflict with state law).

4. Specify factors a court must consider in determining whether an ordinance is arbitrary or unreasonable, including:
 - the extent to which the ordinance protects public health, safety and welfare;
 - the impact of the ordinance on the personal rights and privileges of municipal residents;
 - the total economic impact of the ordinance; and
 - the business impact statement prepared by the municipality.
5. Require courts to prioritize and expedite the disposition of cases in which enforcement of an ordinance is suspended and authorizes the award of attorney fees and costs pursuant to section 57.112.

The court prioritization and new legal standard do not apply to emergency ordinances, ordinances relating to comprehensive planning and land development regulations, ordinances implementing the Florida Building Code and ordinances implementing the Florida Fire Code.

Senate Bill 620 and House Bill 569

On October 25, 2021, Senator Hutson filed Senate Bill 620 ("SB 620") and on November 10, 2021, House Representative McClure filed House Bill 569 ("HB 569"). SB 620 and HB 569 propose to create Section 70.91, Florida Statutes, to provide that a business that has engaged in a lawful business in Florida for at least three years may claim business damages from a county or municipality if the county or municipality enacts or amends an ordinance or charter, on or after July 1, 2022, that will cause a reduction of at least 15% of the business' revenue or profit. This does not apply to:

1. An ordinance or a charter provision that is required to comply with state or federal law;
2. Emergency ordinances, declarations, or orders adopted by a county or municipality under ss. 252.31-252.60, the State Emergency Management Act;
3. A temporary emergency ordinance enacted pursuant to s.125.66 or s.166.041 which remains in effect for no more than 90 days; or
4. An ordinance or a charter provision that increases economic freedom.

At least 180 days before filing an action and within 180 days of the effective date to the relevant ordinance or charter provision, the business must present a written offer to settle the business' claim of business damages. Within 120 days of receipt of the offer, the county or municipality must accept, reject or make a counteroffer. Failure to respond will be considered a counteroffer of zero dollars.

Home rule is the foundation for local governments to create fair, effective, and responsive policies for their communities, which vary widely in their populations, economies,

demographics, resources, geography, level of development, and visions for their futures across this, the third largest state in the country. SB 280, HB 403, SB 620, and HB 569 (the “Bills”) are just the latest in a burgeoning tide of state laws infringing on local governments’ home rule powers and imposing one-size-fits-all solutions that poorly fit diverse circumstances.

Resolution 2021-72 urges the State Administration and Florida Legislature to oppose the Bills and any legislation which further infringes on local governments’ home rule authority.

This Resolution will be distributed to Governor Ron DeSantis, the Speaker of the House, the President of the Senate, the Florida League of Cities, and other appropriate parties.

Recommendation: Adopt Resolution 2021-72

Attachments: Exhibit 1 – Resolution 2021- 72

RESOLUTION NO. 2021-72

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE SENATE BILL 280 AND HOUSE BILL 403; URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE SENATE BILL 620 AND HOUSE BILL 569; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 21, 2021, Senator Hutson filed Senate Bill 280 (“SB 280”) and on October 25, 2021, House Representative Giallombardo filed House Bill 403 (“HB 403”); and

WHEREAS, SB 280 and HB 403 propose to amend Sections 125.66 and 166.041, Florida Statutes, to require cities and counties to prepare a business impact statement before adopting an ordinance; and

WHEREAS, SB 280 and HB 403 also propose to create Sections 125.675 and 166.0411, Florida Statutes, to require a municipality or county to suspend enforcement of any ordinance that is the subject of a civil action, including any appeals, challenging the ordinance’s validity on grounds that it is preempted by the state constitution or state law, is arbitrary or unreasonable, or is otherwise prohibited by law; and

WHEREAS, on October 25, 2021, Senator Hutson filed Senate Bill 620 (“SB 620”) and on November 10, 2021, House Representative McClure filed House Bill 569 (“HB 569”); and

WHEREAS, SB 620 and HB 569 propose to create Section 70.91, Florida Statutes, to provide that a business that has engaged in a lawful business in Florida for at least three years may claim business damages from a county or municipality if the county or municipality enacts

or amends an ordinance or charter, on or after July 1, 2022, that will cause a reduction of at least 15% of the business' revenue or profit; and

WHEREAS, in 1968, Floridians recognized the need for municipalities to have home rule powers and amended the Florida Constitution to ensure its primacy (Article VIII, Section 2(b)¹); and

WHEREAS, the Florida Legislature implemented this amendment in 1973 by adopting the "Municipal Home Rule Powers Act" in Chapter 166, Florida Statutes; and

WHEREAS, home rule is a cherished concept, supported by an overwhelming majority of Florida citizens, that allows the development of local solutions to local problems at the level of government that is closest and most responsive to the people; and

WHEREAS, home rule is the foundation for local governments to create fair, effective, and responsive policies for their communities, which vary widely in their populations, economies, demographics, resources, geography, level of development, and visions for their futures across this, the third largest state in the country; and

WHEREAS, SB 280, HB 403, SB 620, and HB 569 (the "Bills") are just the latest in a burgeoning tide of state laws infringing on local governments' home rule powers and imposing one-size-fits-all solutions that poorly fit diverse circumstances; and

WHEREAS, the Town Commission finds it to be in the best interest of the residents of the Town to oppose, and urge the Florida Legislature and the Governor to oppose the Bills and any legislation which further infringes on local governments' home rule authority.

¹ "Municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law."

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

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

53 **Section 2. Commission Action Opposing Legislation Infringing on Home Rule**
54 **Authority.** The Town Commission urges the State Administration and Florida Legislature to
55 oppose the Bills and any legislation which further infringes on local governments’ home rule
56 authority.

57 **Section 3. Distribution.** The Town Clerk is directed to distribute this Resolution to the
58 Governor Ron DeSantis, the Speaker of the House, the President of the Senate, the Florida
59 League of Cities, the Florida Association of Counties, the Florida City County Management
60 Association, Board of County Commissioners for Broward County, the Broward County League
61 of Cities, the Broward Legislative Delegation, and each of the municipalities in Broward County.

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

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

67 **PASSED AND ADOPTED** this 14th day of December, 2021.

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Mayor Chris Vincent

73 Attest:

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Town Clerk Tedra Allen

79 (CORPORATE SEAL)

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82 APPROVED AS TO FORM:

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Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Steve D'Oliviera, Public Information Officer

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-73 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE SOUTH FLORIDA ASSOCIATION OF ENVIRONMENTAL PROFESSIONALS TO USE THE TOWN'S BIOROCK STRUCTURES TO CREATE A NEARSHORE CORAL CULTIVATION NURSERY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: Erik Neugaard, a member of the South Florida Association of Environmental Professionals ("SFAEP") - a multi-disciplinary, non-profit association of environmental professionals (including marine biologists), NEU Research, and Restoration LLC, has received permits to:

1. Voluntarily remove tires discarded offshore to prevent them from washing ashore in Town, and
2. Attach and harvest corals from nursery trees installed on the Town's Biorock underwater structure for the purposes of harvesting and the restoration of broodstock.

In support of the second task, SFAEP requests to utilize our two abandoned Biorock reef structures.

Background: The Biorock project was first proposed to the Town Commission in 2005 as an experiment. Two rebar structures were placed in the water south of Anglin's Pier in 2011. Dislodged corals were attached to the rebar, which received a low-voltage stream of electricity powered by two solar buoys. The electricity was meant to speed up coral growth. No evidence was ever presented that this occurred. The Town removed the buoys in August 2015 as Tropical Storm Erika threatened Florida. The buoys were never redeployed. The Town stopped funding the project in 2016. Staff obtained official permission from the U.S Army Corps to leave the two Biorock structures in place.

The SFAEP wants to use the Biorock's two reef-embedded anchors to secure two 4½-foot tall PVC nursery trees with 6-feet of vertical clearance for vessel traffic. The SFAEP also proposes to attach 1-inch diameter PVC pipe to the steel rebar frames using nylon cable ties. The PVC pipes for the nursery trees and the steel-rebar frames will be pre-drilled with 1/4-inch holes to accommodate Coral Loks, which are coral fragment plugs. The colonies attached to

these plugs will be maintained by volunteer divers until healthy enough to out-plant offshore. The SFAEP has obtained the proper permits to remove tires within the area and rescue any attached coral affixed to these tires **(Exhibits 1–3)**.

There are no costs to the Town if this project is approved. If the Town allows SFAEP to use the Town's Biorock structures, staff recommends that the use be subject to the execution of a hold harmless agreement that requires SFAEP to obtain liability insurance coverage for all in-water activities conducted by its volunteers.

Once SFAEP receives the Town's approval, SFAEP will move forward with modifying the original permits to include using the Biorock infrastructure to allow for the placement of the PVC pipes it plans to use.

Recommendation: Staff suggests approval of Resolution 2021-73 allowing the use of the Town's Biorock reef pending SFAEP's execution of the attached hold harmless agreement.

Attachments:

- Ex.1 – Resolution 2021-73
- Ex.2 – Florida Fish & Wildlife Conservation Commission Permit (pending renewal)
- Ex.3 – U.S. Army Corps of Engineers Permit
- Ex.4 – Florida Department of Environmental Protection Permit
- Ex.5 – November 9th Draft Town Commission Meeting Minutes
- Ex.6 – Biorock Hold Harmless Agreement

RESOLUTION NO. 2021-73

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,
AUTHORIZING THE SOUTH FLORIDA ASSOCIATION OF
ENVIRONMENTAL PROFESSIONALS TO USE THE
TOWN'S BIOROCK STRUCTURES TO CREATE A
NEARSHORE CORAL CULTIVATION NURSERY;
PROVIDING FOR IMPLEMENTATION AND AN
EFFECTIVE DATE.**

WHEREAS, in 2011, the Town placed two rebar structures (the "Biorock Structures") in the water south of Anglin's Pier and attached dislodged corals to the rebar, which received a low-voltage stream of electricity powered by two solar buoys (the "Biorock Project"); and

WHEREAS, the Town stopped funding the Biorock Project in 2016; and

WHEREAS, the South Florida Association of Environmental Professionals, a multidisciplinary professional association of environmental professionals (the "SFAEP"), has requested to use the Town's Biorock Structures to create a nearshore coral cultivation nursery (the "Project"); and

WHEREAS, on November 9, 2021, the Commission directed staff to move forward with the SFAEP's request; and

WHEREAS, staff recommends authorizing SFAEP to use the Town's Biorock Structures for the Project, subject to the execution of a hold harmless agreement with the Town; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to authorize SFAEP to use the Town's Biorock Structures for the Project, subject to the execution of a hold harmless agreement with the Town.

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

1 **SECTION 1. Recitals.** The foregoing “Whereas” clauses are hereby ratified and
2 confirmed as being true and correct and incorporated herein by this reference.

3 **SECTION 2. Authorization.** Use of the Town’s Biorock Structures for the Project is
4 hereby authorized, subject to the execution of a hold harmless agreement with the Town.

5 **SECTION 3. Implementation.** The appropriate Town officials are authorized to execute
6 all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

7 **SECTION 4. Effective Date.** This Resolution shall become effective immediately upon
8 passage and adoption.

PASSED AND ADOPTED on this 14th day of December, 2021.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Special Activity License

Florida Fish and Wildlife Conservation Commission

Division of Marine Fisheries Management

620 S. Meridian St., Mail Station 4B3, Tallahassee, Florida 32399-1600

Phone: 850-487-0554 • email: SAL@MyFWC.com

<http://myfwc.com/license/saltwater/special-activities/>

This is an amendment and supersedes license # SAL-17-1874A-SCRP with an Effective Date of May 31, 2017. Changes are indicated in **underlined boldface** type.

Issued to: Erik Neugaard
S FL Assoc of Environmental Professionals
6661 SW 16 Street
Plantation, Florida 33317

License #: SAL-17-1874**B**-SCRP
Effective Date: **06/22/2017**
Expiration Date: 02/13/2018

Licensee Signature Erik Neugaard Date June 22, 2017

Not valid unless signed. By signature, confirms that all information provided to issue the license is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this license may result in felony charges and will result in revocation of this license.**

Authorized by: Lisa Gregg, Programs and Policy Coordinator for: Nick Wiley, Executive Director

Authorizing Signature Lisa Gregg Date June 22, 2017

Authorized Activities:

- 1) Harvest (salvage) of any species of Corals of Opportunity (COOs) that are not ESA-listed, without any limit on numbers or sizes harvested, for purposes of restoration broodstock. A COO is defined as a coral fragment or colony found lying on the sea floor that has been detached from a parent colony or substrate through natural processes or unknown events. Harvested COOs will be maintained at 6661 SW 16 Street, Plantation, Florida, 33317.
- 2) Reattachment of any species of Corals of Opportunity (COOs) that are not ESA-listed, without any limit on numbers or sizes reattached, for purposes of restoration. COOs must be reattached within the immediate area from which they were first observed, not to exceed 100 feet.

The following ESA-listed species of coral are not authorized for Authorized Activity #1 and #2:

- Boulder star (*Orbicella franksi*)
- Elkhorn (*Acropora palmata*)
- Lobed star (*Orbicella annularis*)
- Mountainous star (*Orbicella faveolata*)
- Pillar (*Dendrogyra cylindrus*)
- Rough cactus (*Mycetophyllia ferox*)
- Staghorn (*Acropora cervicornis*)

A Health Certification is not required for the harvest or reattachment of COOs identified in Authorized Activity #1 and #2, provided that each COO meets the criterion established in the "COO Visual Health Assessment Protocols" located in the "Health Certification" section of this license. COOs that do not meet this criterion may not be harvested or reattached.

- 3) **Harvest (salvage), relocation and reattachment of up to two colonies < 5 cm of ivory bush coral (*Oculina diffusa*).**

A Health Certification and a Release Authorization is not required for the in-situ harvest and relocation of coral colonies or fragments identified in Authorized Activity #3, provided that each colony or fragment meets the criterion established in the “Coral Visual Health Assessment Protocols” located in the “Health Certification” section of this license. Coral colonies or fragments that do not meet this criterion may not be harvested, relocated, or reattached.

Authorized Locations: State waters of Broward and Dade Counties, with the following exceptions and specifications:

- 1) Authorized Activity #1 is only authorized in Broward County.
- 2) Authorized Activity #2 is authorized in both Broward and Dade Counties.
- 3) **Authorized Activity #3 - harvest is authorized from Port Everglades Slip #2, and relocation/reattachment is authorized at the Memphis Reef Ball Array, Quad 3: 26° 03.324' N; 80° 05.798' W**
- 4) This license does not authorize any harvest or reattachment activity within any long-term monitoring stations of the Southeast Florida Coral Reef Evaluation and Monitoring Project (SECREMP), which includes a 250 m radius around SECREMP site coordinates. A list of SECREMP site coordinates for Broward and Dade Counties is attached to this license.
- 5) This license does not authorize any activity in federal waters, unless species-specific FWC regulations are extended into federal waters.
- 6) This license does not authorize any activity within any state park, unless a state park permit has been obtained from the Florida Department of Environmental Protection, Division of Recreation and Parks.
- 7) This license does not authorize any activity within any federal park, unless a federal park permit has been obtained from the National Park Service.

License Conditions and Provisions

Purpose: Harvest and reattachment of marine organisms for stock restoration purposes pursuant to Rule 68B-8, F.A.C.

Law Enforcement Notification: Notification must be made to the nearest FWC Law Enforcement Dispatch Center 24 hours prior to conducting any SAL related activities. An advanced float plan detailing locations, dates, and times of activities shall constitute sufficient notice, provided that authorized personnel do not deviate from the float plan and the float plan is filed with the nearest FWC Law Enforcement Dispatch Center at least 24 hours prior to conducting SAL related activities.

Authorized Personnel: Kristen A. Hoss, **Kaitlin G. De'Aeth**, Robert T. McMullen, Amanda M. Montgomery, **Leah M. Montgomery**, Erik W. Neugaard, Sara C. Neugaard, Kelli E. O'Donnell, Jennifer M. Savaro, Brian P. Voelker, Stephanie M. Voris, and volunteers or students operating under the direct supervision of a named Authorized Personnel.

Authorized Gear:

- 1) Hand collection.
- 2) Marine epoxy and/or cement for reattachment.
- 3) Cable ties, hammer and nails for attaching identification tags to substrate.

Release Authorization: No corals are authorized for release (outplanting) at this time.

Health Certification: A Health Certification is not required prior to in-situ harvest and reattachment, or harvest, relocation and reattachment of coral colonies or fragments. In lieu of a health certification, a visual health assessment must be conducted for each coral colony or fragment pursuant to the following Coral Visual Health Assessment Protocols or the COO Visual Health Assessment Protocols (as appropriate) prior to harvest and

relocation. Coral colonies or fragments that do not meet the criterion established in the appropriate Protocols below may not be harvested or relocated. **Field personnel conducting coral visual health assessments should be proficient with species identification, and trained in coral disease, predation identification and removal, and survey techniques to assure accuracy of the assessment.** It is understood that visually assessing the health of a COO is very subjective, but if there is any doubt that observed abnormalities may be attributed to disease or bleaching rather than from lying on the sea floor, do not harvest and relocate the COO.

Definitions

For purposes of these Protocols:

- 1) “Coral” is a fragment or colony of any species of the Order **Scleractinia**, Order **Antipatharia**, and Genus **Millepora**.
- 2) “Coral of Opportunity” or “COO” is a coral found lying on the sea floor that has been detached from a parent colony or substrate through natural processes or unknown events.
- 3) “Bleaching” is defined as 100% of coral tissue is discolored due to the loss or reduction in number of endosymbiotic algae (zooxanthellae (Genus *Symbiodinium*)). During bleaching, tissue is present but is pale to white in color.
- 4) “Partial bleaching” is where only a portion of the coral has lost its zooxanthellae, and the remaining areas of tissue appear normal in color.
- 5) “Old mortality” is the non-living portion of exposed coral skeleton that has been overgrown by algae and other biofouling organisms and where the corallite structure has eroded over time and is no longer identifiable. *Not to be confused with “recent mortality.”
- 6) “Recent mortality” is the non-living portion of recently exposed coral skeleton (i.e., skeleton is white and corallite structures are intact and identifiable), including the development of fine “fuzz” or turf algae on exposed skeleton (i.e., skeleton is yellowish in appearance and corallite structure may be slightly eroded but still identifiable), indicating that the mortality occurred within a couple of weeks prior to observation. *Not to be confused with “old mortality.”

Coral Visual Health Assessment Protocols

Each coral fragment or colony may not show any visible signs of disease or potential disease vectors based on the presence of:

- 1) Bleaching or partial bleaching. **Exception** - Partial bleaching is acceptable for relocation of specific coral species for which it is recognized as a part of these coral species’ normal, healthy state. These coral species are as follows: *Oculina* spp., *Agaricia fragilis*, *Helioseris cucullata*, *Orbicella franksi*, *Siderastrea radians*, and *Undaria humilis*. Partial bleaching <2 cm on healthy, growing branch tips is also considered acceptable and normal for branching coral species including *Acropora cervicornis*, *Acropora palmata*, *Acropora prolifera*, *Millepora alcicornis* and *Millepora complanata*.
- 2) Recent mortality greater than 1% tissue loss exposing underlying skeleton. **Exception** - Old mortality is acceptable for corals that are to be relocated.
- 3) Active disease (e.g., white/black/yellow/red band diseases, white pox or plague diseases, white *Beggiatoa* mats, dark (purple) spot/blotch diseases, growth anomalies).
- 4) Suspect disease indicators (e.g., bands, spots, microbial mats, cyanobacteria colonization).
- 5) Stress indicators (e.g., tissue sloughing, swelling, or thinning; excessive sedimentation; excessive mucous production).
- 6) Predators such as fireworms (*Hermodice carunculata*) or snails (e.g., *Coralliophila abbreviata*, *Thais deltoidea*). **Exception** - Corals may be relocated once all predators have been removed.
- 7) Evidence of competition and overgrowth from organisms that cannot be removed (e.g., peeled off) prior to relocation such as: invasive, encrusting and/or overgrowing tunicates (e.g., Genus *Symplegma*, Genus *Botryllus*), sponges, octocorals (e.g., *Erythropodium caribaeorum*, *Briareum asbestinum*), or zoanthids (e.g., Genus *Palythoa*). **Exception** - Corals containing boring sponges of the Genus *Cliona* are acceptable for relocation.

COO Visual Health Assessment Protocols

When selecting a COO for harvest or reattachment, each COO may not show any visible signs of disease or potential disease vectors based on the presence of:

- 1) Bleaching, partial bleaching or other discoloration due to suspected disease. COOs must be assessed for color based on the following scale:

Color Score (1 – 4)

1: 100% bleached (tissue is totally white, no zooxanthallae visible.); **2:** partly bleached (patches of fully bleached or white tissue); **3:** pale (discoloration of coral tissue); **4:** good color.

A COO must receive a color score of at least “2” to qualify for harvest or reattachment.

- 2) Live tissue less than 25%.
- 3) Dead tissue greater than 75%. Dead tissue includes both recent mortality and old mortality.
- 4) Active disease (e.g., white/black/yellow/red band diseases, white pox or plague diseases, white *Beggiatoa* mats, dark (purple) spot/blotch diseases, growth anomalies).
- 5) Suspect disease indicators (e.g., bands, spots, microbial mats, cyanobacteria colonization).
- 6) Stress indicators (e.g., tissue sloughing, swelling, or thinning; excessive sedimentation; excessive mucous production).
- 7) Predators such as fireworms (*Hermodice carunculata*) or snails (e.g., *Coralliophila abbreviata*, *Thais deltoidea*). **Exception** - Corals may be relocated once all predators have been removed.
- 8) Evidence of competition and overgrowth from organisms that cannot be removed (e.g., peeled off) prior to harvest or reattachment such as: invasive, encrusting and/or overgrowing tunicates (e.g., Genus *Symplegma*, Genus *Botryllus*), sponges, octocorals (e.g., *Erythropodium caribaeorum*, *Briareum asbestinum*), or zoanthids (e.g., Genus *Palythoa*). **Exception** - Corals containing boring sponges of the Genus *Cliona* are acceptable for both harvest and reattachment.

Monitoring: Reattached COOs must be monitored for overall survival and attachment success at one month, three months, six months, and one year. Attached to this license is a description of the activities that need to be performed and the minimum level of data collection that is required for COO reattachment monitoring. A COO monitoring data sheet is provided upon license issuance and must be completed and submitted as part of the required Reporting Requirements. Additional monitoring events and additional data collection may be conducted as needed by the license holder to address individual project documentation needs.

Prohibited Activities:

- 1) The following are considered prohibited species and may not be harvested or possessed unless specifically authorized by this license:
 - a. **Invertebrates:** anemone, giant Caribbean (Genus *Condylactis*), conch, queen (*Strombus gigas*); coral, black (Order Antipatharia); coral, fire (Genus *Millepora*); coral, hard and stony (Order Scleractinia); live rock (non-aquacultured; includes any formations created by tube worms of the family Sabellariidae); sea fan, common (*Gorgonia ventalina*); sea fan, Venus (*Gorgonia flabellum*); starfish, Bahama (*Oreaster reticulatus*); urchin, longspine (*Diadema antillarum*).
 - b. **Bony Fishes:** bonefish (Family Albulidae); grouper, Goliath (*Epinephelus itajara*); grouper, Nassau (*Epinephelus striatus*); silverside, key (*Menidia conchorum*); spearfish, longbill (*Tetrapturus pfluegeri*); spearfish, Mediterranean (*Tetrapturus belone*); sturgeon (Family Acipenseridae); topminnow, saltmarsh (*Fundulus jenkinsi*).
 - c. **Cartilaginous Fishes:** dogfish, spiny (*Squalus acanthias*); sawfish, largetooth (*Pristis pristis*); sawfish smalltooth (*Pristis pectinata*); shark, Atlantic angel (*Squatina dumeril*); shark, basking (*Cetorhinus maximus*); shark, bigeye sand tiger (*Odontaspis noronhai*); shark, bigeye sixgill (*Hexanchus nakamurai*); shark, bigeye thresher (*Alopias superciliosus*); shark, bignose (*Carcharhinus altimus*); shark, Caribbean reef (*Carcharhinus perezii*); shark, Caribbean sharpnose (*Rhizoprionodon porosus*); shark, dusky (*Carcharhinus obscurus*); shark, Galapagos (*Carcharhinus galapagensis*); shark, great hammerhead (*Sphyrna mokarran*); shark, lemon (*Negaprion brevirostris*); shark, longfin mako (*Isurus paucus*); shark, narrowtooth (*Carcharhinus brachyurus*); shark, night (*Carcharhinus signatus*); shark, sandbar (*Carcharhinus plumbeus*); shark, sand tiger (*Carcharias taurus*); shark, scalloped hammerhead (*Sphyrna lewini*); shark,

sevengill (*Heptanchias perlo*); shark, silky (*Carcharhinus falciformis*); shark, sixgill (*Hexanchus griseus*); shark, smalltail (*Carcharhinus porosus*); shark, smooth hammerhead (*Sphyrna zygaena*); shark, tiger (*Galeocerdo cuvier*); shark, whale (*Rhincodon typus*); shark, white (*Carcharodon carcharias*); ray, manta (species of the genus *Manta* and *Mobula*); ray, spotted eagle; (*Aetobatus narinari*).

- 2) Special Activity Licenses do not authorize any harvest of marine mammals or marine turtles, but may authorize the harvest of any other marine organism identified as a Florida Endangered or Threatened Species, or a Species of Special Concern, pursuant to Chapters 68A-27 and 68B-8, F.A.C. (list available here: <http://myfwc.com/media/1515251/threatened-endangered-species.pdf>).
- 3) Marine organisms harvested pursuant to a SAL may not be sold or consumed unless specifically authorized by this license.

General License Conditions:

- 1) Any authorized personnel conducting activities pursuant to a Special Activity License (SAL) must have a copy of the license signed by both the Commission and the license holder, complete with all attachments as specified on the license, in his/her possession while conducting any activities requiring the SAL.
- 2) Special Activity Licenses may be suspended or revoked if authorized personnel listed on the permit have violated FWC rules or policies, terms or conditions of the license, or have submitted false or inaccurate information on their application.
- 3) Special Activity Licenses are non-transferable.

Possession after SAL Expiration: The Commission recognizes that marine organisms harvested or possessed pursuant to a SAL may need to be retained for a period of time that extends beyond the expiration date of the SAL issued for such activities. For this purpose, the following conditions must be met for marine organisms harvested or possessed pursuant to a SAL to be legally possessed beyond the expiration of a SAL:

- 1) All documentation required for reporting must be submitted to the Commission within 30 days of expiration of the SAL.
- 2) Following the expiration date of the SAL, the original SAL or a copy is sufficient documentation to authorize possession of a marine organism previously harvested or possessed pursuant to a SAL. Such documentation must be promptly produced at the request of an authorized law enforcement officer.

Transferability of Marine Organisms: A SAL is not required if a marine organism harvested or possessed pursuant to a SAL is being moved through formal transfer or loan between facilities that meet the eligibility requirements in 68B-8.003(1), F.A.C., and are certified aquaculture facilities or are conducting scientific research, education, or exhibition activities. A marine organism authorized for sale under 68B-8.003(11) is not considered a transfer or loan. In lieu of a SAL, documentation must be permanently maintained by a facility that possesses a marine organism harvested or possessed pursuant to a SAL and transferred or loaned to that facility. The documentation must include the following:

- 1) A copy of the SAL authorizing the harvest or possession of the marine organism.
- 2) The chain of possession from initial harvest to current possession.
- 3) If the transfer or loan involves a certified aquaculture facility, a copy of the aquaculture facility's valid certification.
- 4) A detailed description of each marine organism being transferred or loaned including common name, scientific name, size, and sex.
- 5) Number of each type of marine organism being transferred or loaned.
- 6) Date of transfer, or beginning and ending date of loan.
- 7) Name, address, and contact person for the transferring facility and for the receiving facility.
- 8) Signatures from representatives of the transferring and receiving facilities acknowledging that the transfer was completed or the loan was initiated.

Reporting Requirements: A Stock Collection and Release SAL holder must submit the following documentation to SAL@MyFWC.com upon license renewal or within 30 days of expiration of this license (whichever occurs first), to fulfill reporting requirements:

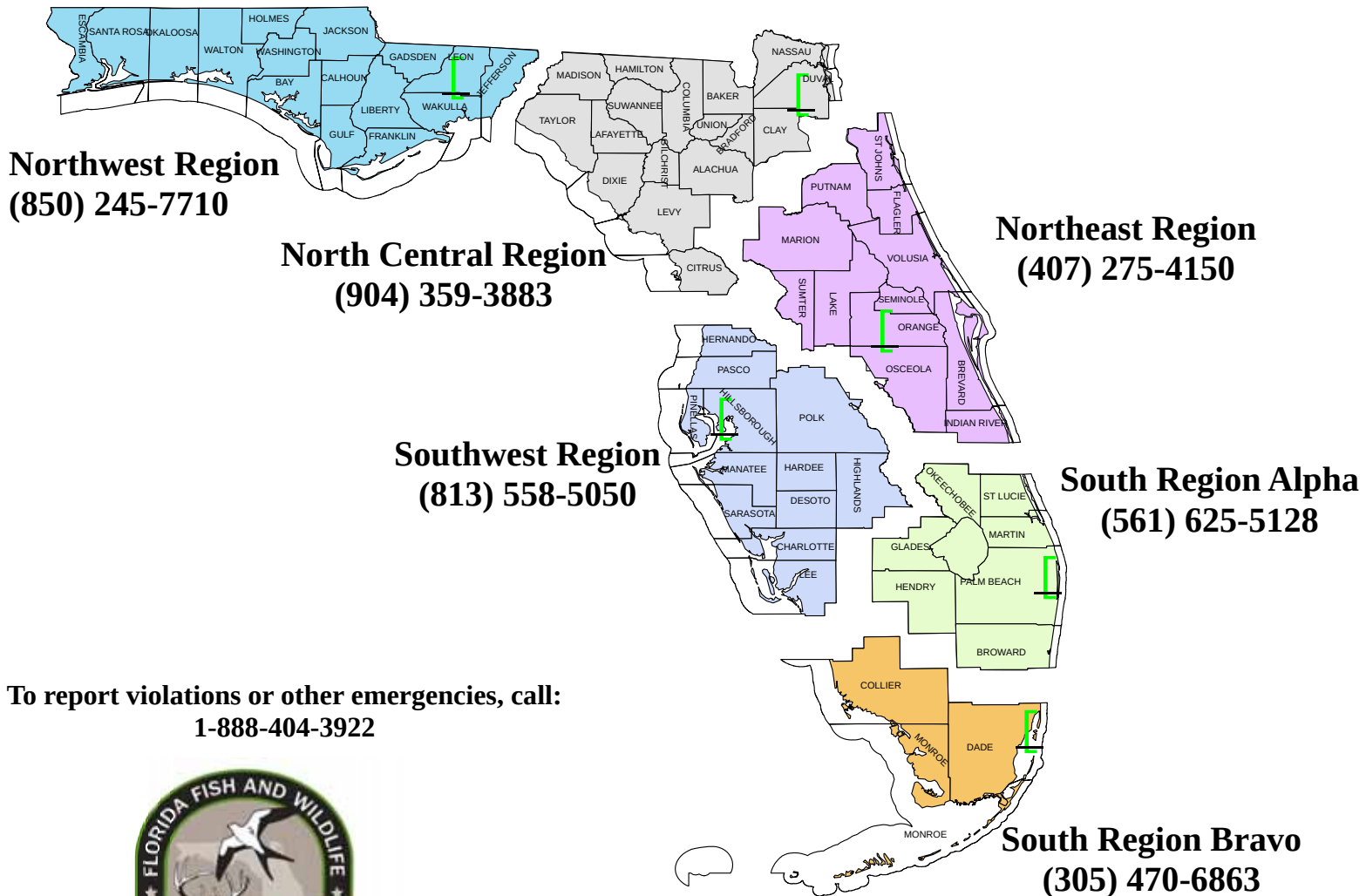
- 1) Completed data sheet provided upon license issuance for COO broodstock harvest.
- 2) Completed data sheet provided upon license issuance for COO reattachment monitoring.
- 3) A copy of any publications, technical, monitoring, or final reports that were generated as a result of work conducted pursuant to the SAL. These reports must include the notation that research was conducted pursuant to the specific FWC Special Activity License (include license number in the notation).

Attachments to Follow:

- FWC Division of Law Enforcement, Special Activity License Notification Locations & Numbers
- Lists of SECREMP Site Coordinates for Broward and Dade Counties.
- COO Reattachment Monitoring Requirements

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. Upon such notification, the Licensee shall cease all work authorized by this license until the petition is resolved. The enclosed Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

FWC Division of Law Enforcement Regional Communication Center Contact Information



The numbers listed are manned 24 hours daily.
If SAL holders need to provide information via fax, please request the fax number from dispatcher.



0 50 100 200 Miles

The holder of a SAL must notify the nearest Commission Law Enforcement Dispatch Center not later than 24 hours prior to conducting activities under a SAL. Notification may consist of a float plan detailing locations, dates, and times of activities. Deviations from the float plan are permitted only after 24-hour advance notification to the nearest Commission Law Enforcement Dispatch Center. Float plans are valid for the duration of the SAL unless rescinded by the SAL holder.

	A	B	C	D	E	F	G	H	I	J	K
1	SECREMP Site Coordinates - Broward County										
2	License holders are not authorized to conduct any activities within a 250 m radius of the following coordinates:										
3											
4	ProjectRegion	Site Code	sitename	length	offshoreDepth	latDD	lonDD	latDeg	latMin	lonDeg	lonMin
5	SECREMP	BC1	Broward County 1	22	25	26.1479	-80.0959	26	8.874	-80	5.754
6	SECREMP	BC1	Broward County 1	22	25	26.1479	-80.0959	26	8.874	-80	5.754
7	SECREMP	BC1	Broward County 1	22	25	26.1479	-80.0959	26	8.874	-80	5.754
8	SECREMP	BC1	Broward County 1	22	25	26.1479	-80.0959	26	8.874	-80	5.754
9	SECREMP	BC2	Broward County 2	22	40	26.1599	-80.0825	26	9.594	-80	4.95
10	SECREMP	BC2	Broward County 2	22	40	26.1599	-80.0825	26	9.594	-80	4.95
11	SECREMP	BC2	Broward County 2	22	40	26.1599	-80.0825	26	9.594	-80	4.95
12	SECREMP	BC2	Broward County 2	22	40	26.1599	-80.0825	26	9.594	-80	4.95
13	SECREMP	BC3	Broward County 3	22	55	26.1586	-80.0773	26	9.516	-80	4.638
14	SECREMP	BC3	Broward County 3	22	55	26.1586	-80.0773	26	9.516	-80	4.638
15	SECREMP	BC3	Broward County 3	22	55	26.1586	-80.0773	26	9.516	-80	4.638
16	SECREMP	BC3	Broward County 3	22	55	26.1586	-80.0773	26	9.516	-80	4.638
17	SECREMP	BCA	Broward County A	22	25	26.1498	-80.0968	26	8.988	-80	5.808
18	SECREMP	BCA	Broward County A	22	25	26.1498	-80.0968	26	8.988	-80	5.808
19	SECREMP	BCA	Broward County A	22	25	26.1498	-80.0968	26	8.988	-80	5.808
20	SECREMP	BCA	Broward County A	22	25	26.1498	-80.0968	26	8.988	-80	5.808
21	SECREMP	BC4	Broward County 4	22	25	26.1494	-80.0894	26	8.964	-80	5.364
22	SECREMP	BC4	Broward County 4	22	25	26.1494	-80.0894	26	8.964	-80	5.364
23	SECREMP	BC4	Broward County 4	22	25	26.1494	-80.0894	26	8.964	-80	5.364
24	SECREMP	BC4	Broward County 4	22	25	26.1494	-80.0894	26	8.964	-80	5.364
25	SECREMP	BC5	Broward County 5	22	45	26.3019	-80.0682	26	18.114	-80	4.092
26	SECREMP	BC5	Broward County 5	22	45	26.3019	-80.0682	26	18.114	-80	4.092
27	SECREMP	BC5	Broward County 5	22	45	26.3019	-80.0682	26	18.114	-80	4.092
28	SECREMP	BC5	Broward County 5	22	45	26.3019	-80.0682	26	18.114	-80	4.092
29	SECREMP	BC6	Broward County 6	22	55	26.3011	-80.0609	26	18.066	-80	3.654
30	SECREMP	BC6	Broward County 6	22	55	26.3011	-80.0609	26	18.066	-80	3.654
31	SECREMP	BC6	Broward County 6	22	55	26.3011	-80.0609	26	18.066	-80	3.654
32	SECREMP	BC6	Broward County 6	22	55	26.3011	-80.0609	26	18.066	-80	3.654

	A	B	C	D	E	F	G	H	I	J	K
1	SECREMP Site Coordinates - Dade County										
2	License holders are not authorized to conduct any activities within a 250 m radius of the following coordinates:										
3											
4	ProjectRegion	Site Code	sitename	length	offshoreDepth	latDD	lonDD	latDeg	latMin	lonDeg	lonMin
5	SECREMP	DC1	Dade County 1	22	25	25.8422	-80.104	25	50.532	-80	6.24
6	SECREMP	DC1	Dade County 1	22	25	25.8422	-80.104	25	50.532	-80	6.24
7	SECREMP	DC1	Dade County 1	22	25	25.8422	-80.104	25	50.532	-80	6.24
8	SECREMP	DC1	Dade County 1	22	25	25.8422	-80.104	25	50.532	-80	6.24
9	SECREMP	DC2	Dade County 2	22	45	25.842	-80.0951	25	50.52	-80	5.706
10	SECREMP	DC2	Dade County 2	22	45	25.842	-80.0951	25	50.52	-80	5.706
11	SECREMP	DC2	Dade County 2	22	45	25.842	-80.0951	25	50.52	-80	5.706
12	SECREMP	DC2	Dade County 2	22	45	25.842	-80.0951	25	50.52	-80	5.706
13	SECREMP	DC3	Dade County 3	22	55	25.8421	-80.0881	25	50.526	-80	5.286
14	SECREMP	DC3	Dade County 3	22	55	25.8421	-80.0881	25	50.526	-80	5.286
15	SECREMP	DC3	Dade County 3	22	55	25.8421	-80.0881	25	50.526	-80	5.286
16	SECREMP	DC3	Dade County 3	22	55	25.8421	-80.0881	25	50.526	-80	5.286
17	SECREMP	DC4	Dade County 4	22	41	25.6726	-80.0884	25	40.356	-80	5.304
18	SECREMP	DC4	Dade County 4	22	41	25.6726	-80.0884	25	40.356	-80	5.304
19	SECREMP	DC4	Dade County 4	22	41	25.6726	-80.0884	25	40.356	-80	5.304
20	SECREMP	DC4	Dade County 4	22	41	25.6726	-80.0884	25	40.356	-80	5.304
21	SECREMP	DC5	Dade County 5	22	24	25.6518	-80.0946	25	39.108	-80	5.676
22	SECREMP	DC5	Dade County 5	22	24	25.6518	-80.0946	25	39.108	-80	5.676
23	SECREMP	DC5	Dade County 5	22	24	25.6518	-80.0946	25	39.108	-80	5.676
24	SECREMP	DC5	Dade County 5	22	24	25.6518	-80.0946	25	39.108	-80	5.676
25	SECREMP	DC6	Dade County 6	22	20	25.9516	-80.1091	25	57.096	-80	6.546
26	SECREMP	DC6	Dade County 6	22	20	25.9516	-80.1091	25	57.096	-80	6.546
27	SECREMP	DC6	Dade County 6	22	20	25.9516	-80.1091	25	57.096	-80	6.546
28	SECREMP	DC6	Dade County 6	22	20	25.9516	-80.1091	25	57.096	-80	6.546
29	SECREMP	DC7	Dade County 7	22	60	25.9585	-80.0938	25	57.51	-80	5.628
30	SECREMP	DC7	Dade County 7	22	60	25.9585	-80.0938	25	57.51	-80	5.628
31	SECREMP	DC7	Dade County 7	22	60	25.9585	-80.0938	25	57.51	-80	5.628
32	SECREMP	DC7	Dade County 7	22	60	25.9585	-80.0938	25	57.51	-80	5.628
33	SECREMP	DC8	Dade County 8	22	15	25.6785	-80.1186	25	40.71	-80	7.116
34	SECREMP	DC8	Dade County 8	22	15	25.6785	-80.1186	25	40.71	-80	7.116
35	SECREMP	DC8	Dade County 8	22	15	25.6785	-80.1186	25	40.71	-80	7.116
36	SECREMP	DC8	Dade County 8	22	15	25.6785	-80.1186	25	40.71	-80	7.116

**FWC SPECIAL ACTIVITY LICENSE
CORAL OF OPPORTUNITY (COO) REATTACHMENT MONITORING REQUIREMENTS**

At time of harvest and reattachment

Data to be collected at the time of harvest and reattachment for each COO are as follows (use data sheet provided):

- A. Date reattachment completed.
- B. Species reattached - provide genus and species.
- C. Harvest location coordinates - provide the coordinates that the COO was harvested from in latitude (decimal degrees); longitude (decimal degrees) format.
- D. Reattachment location coordinates - provide the coordinates that the COO was reattached in latitude (decimal degrees); longitude (decimal degrees) format.
- E. COO identifier – record the assigned tag number.
- F. Maximum diameter – coral max diameter is measured as the outward-facing surface of the colony (perpendicular to the axis of growth). The maximum diameter measurement includes both living tissue and dead areas of the colony.
- G. Maximum height – coral max height is measured parallel to the axis of growth, perpendicular to growth bands, as viewed from the side of the colony.
- H. Skeletal area – this is not data that needs to be collected; this is calculated based on coral max diameter (column F) and max height (column G) metrics. Calculation is as follows: $((D+H)/2)^2$.
- I. Color score - record the COO color score as provided in the "COO Visual Health Assessment Protocols": 1: 100% bleached (tissue is totally white, no zooxanthallae visible.); 2: partly bleached (patches of fully bleached or white tissue); 3: pale (discoloration of coral tissue); 4: good color.
- J. Tissue Condition – the visual estimate of percent live (L) and percent dead (D) tissue cover per colony. Percent live tissue (including bleached tissue) + percent dead tissue (including both recent and old mortality) must = 100%. Record this as (L, D).
- K. Tissue Area Index - this is not data that needs to be collected; this is calculated based on maximum diameter (column F), maximum height (column G), and % live tissue (column J) metrics. Calculation is as follows: $((D+H)/2)^2 * L$.
- L. Past Visual Health Assessment - record whether or not the COO passed the visual health assessment (Y=yes, N=no).
- M. Comments – record any other observations or information deemed relevant by the data collector.

One, three and six month monitoring events

1) All loose or detached COOs must be re-affixed to their structure or substrate.
2) Data to be collected for the one, three, and six month monitoring events for each COO are as follows (use data sheet provided):

- N. Date of monitoring event.
- O. Attachment condition (firm, loose, detached, missing).
- P. Color score - record the COO color score as provided in the "COO Visual Health Assessment Protocols": 1: 100% bleached (tissue is totally white, no zooxanthallae visible.); 2: partly bleached (patches of fully bleached or white tissue); 3: pale (discoloration of coral tissue); 4: good color.

- Q. Tissue Condition – the visual estimate of percent live (L) and percent dead (D) tissue cover per colony. Percent live tissue (including bleached tissue) + percent dead tissue (including both recent and old mortality) must = 100%. Record this as (L, D).
- R. Disease Observations - Identify and record any observations of disease as provided in the code key at the top of the data sheet. Add additional condition names and codes in code key at top of data sheet for disease condition names/codes not provided.
- S. Predation and Competition Observations – Identify and record the presence or evidence of predation or competition from organisms such as snails (*Coralliophila abbreviata*), damselfish (e.g., *Stegastes planifrons*, *Microspathodon chrysurus*), invasive, encrusting and/or overgrowing tunicates (e.g., Genus *Symplegma*, Genus *Botryllus*), sponges (e.g., Genus *Cliona*), zoanthids (e.g., Genus *Palythoa*), algae (e.g., turf algae), etc. Add additional predator/competitor names and codes in code key at top of data sheet for predator/competitor names/codes not provided.
- T. Other - Record the presence of other conditions not previously identified (breakage, marine debris, sedimentation, trash).
- U. Comments – Record any other observations or information deemed relevant by the data collector.

One year monitoring event

- 1) All loose or detached COOs must be re-affixed to their structure or substrate.
- 2) Data to be collected for the one year monitoring event for each COO are as follows (use data sheet provided):
 - AL. Date of monitoring event.
 - AM. Coral attachment condition (firm, loose, detached, missing).
 - AN. Maximum diameter – coral max diameter is measured as the outward-facing surface of the colony (perpendicular to the axis of growth). The maximum diameter measurement includes both living tissue and dead areas of the colony.
 - AO. Maximum height – coral max height is measured parallel to the axis of growth, perpendicular to growth bands, as viewed from the side of the colony.
 - AP. Skeletal area – this is not data that needs to be collected; this is calculated based on coral max diameter (column AN) and max height (column AO) metrics. Calculation is as follows: $((D+H)/2)^2$.
 - AQ. Color score - record the COO color score as provided in the "COO Visual Health Assessment Protocols": 1: 100% bleached (tissue is totally white, no zooxanthallae visible.); 2: partly bleached (patches of fully bleached or white tissue); 3: pale (discoloration of coral tissue); 4: good color.
 - AR. Tissue Condition – the visual estimate of percent live (L) and percent dead (D) tissue cover per colony. Percent live tissue (including bleached tissue) + percent dead tissue (including both recent and old mortality) must = 100%. Record this as (L, D).
 - AS. Tissue Area Index - this is not data that needs to be collected; this is calculated based on maximum diameter (column AN), maximum height (column AO), and % live tissue (column AR) metrics. Calculation is as follows: $((D+H)/2)^2 * L$.
 - AT. Disease Observations - Identify and record any observations of disease as provided in the code key at the top of the data sheet. Add additional condition names and codes in code key at top of data sheet for disease condition names/codes not provided.
 - AU. Predation and Competition Observations – Identify and record the presence or evidence of predation or competition from organisms such as snails (*Coralliophila abbreviata*), damselfish (e.g., *Stegastes planifrons*, *Microspathodon chrysurus*), invasive, encrusting and/or overgrowing tunicates (e.g., Genus *Symplegma*, Genus *Botryllus*), sponges (e.g., Genus *Cliona*), zoanthids (e.g., Genus *Palythoa*), algae (e.g., turf algae), etc. Add additional

predator/competitor names and codes in code key at top of data sheet for predator/competitor names/codes not provided.

- AV. Other - Record the presence of other conditions not previously identified (breakage, marine debris, sedimentation, trash).
- AW. Comments – Record any other observations or information deemed relevant by the data collector.



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
4400 PGA BOULEVARD, SUITE 500
PALM BEACH GARDENS, FLORIDA 33410

May 19, 2020

Palm Beach Gardens Regulatory Office
SAJ-2017-03333 (SP-RHF)

NEU Research and Restoration, LLC
c/o Erik Neugaard
6661 SW 16th Street
Plantation, FL 33317

Dear Mr. Neugaard:

The U.S. Army Corps of Engineers (Corps) is pleased to enclose the Department of the Army permit, which should be available at the construction site. Work may begin immediately but the Corps must be notified of:

- a. The date of commencement of the work,
- b. The dates of work suspensions and resumptions of work, if suspended over a week, and
- c. The date of final completion.

This information should be mailed to the Enforcement Section of the Regulatory Division of the Jacksonville District at saj-rd-enforcement@usace.army.mil. The Enforcement Section is also responsible for inspections to determine whether Permittees have strictly adhered to permit conditions.

IT IS NOT LAWFUL TO DEVIATE FROM
THE APPROVED PLANS ENCLOSED.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alisa Zarbo", is written over the signature line.

for: Shawn H. Zinszer
Chief, Regulatory Division

Enclosures

DEPARTMENT OF THE ARMY PERMIT

Permittee: NEU Research and Restoration, LLC
c/o Erik Neugaard
6661 SW 16th Street
Plantation, FL 33317

Permit No: SAJ-2017-03333(SP-RHF)

Issuing Office: U.S. Army Engineer District, Jacksonville

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the U.S. Army Corps of Engineers (Corps) having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: The applicant proposes to manually remove tires by scuba divers utilizing lift bags within the 9 hectare project area. Removed tires containing Endangered Species Act (ESA) listed coral species will not be disturbed. Non-ESA listed corals will be removed from tires and moved to an approved onshore coral nursery, operated by qualified marine biologists, for research and propagation purposes. The removed tires will be transported to shore for proper upland disposal. The work described above is to be completed in accordance with the 1 page of drawings (Attachment 1) affixed at the end of this permit instrument.

Project Location: The project would affect waters of the United States (U.S.) associated with a coral reef in the Atlantic Ocean approximately 1.54 miles east of the Hugh Taylor Birch State Park and 3.38 miles northeast of the Port Everglades entrance channel in Broward County, Florida. The project is adjacent to the Duzaway shipwreck, an artificial reef comprised of a steel houseboat located at a depth of approximately 95 feet. The total project area is 9 hectares (22.4 acres).

Directions to site: Project site is located entirely under water and accessible via boat approximately 1.54 miles east of Hugh Taylor Birch State Park and 3.38 miles northeast of the Port Everglades entrance channel.

Approximate Central Coordinates: Latitude: 26.142371 North
Longitude: -80.077706 West

Permit Conditions

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General Conditions:

1. The time limit for completing the work authorized ends on **MAY 19 2025**.
If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and the mailing address of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to the following address:

PERMIT NUMBER: SAJ-2017-03333

PERMITTEE: NEU Research and Restoration, LLC c/o Erik Neugaard

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- a. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, 4400 PGA Boulevard, Suite 500, Palm Beach Gardens, Florida 33410.
- b. For electronic mail SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB).

The Permittee shall reference this permit number, SAJ-2017-03333 (SP-RHF), on all submittals.

2. **Self-Certification:** Within 60 days of the issuance of this after the fact authorization, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form (Attachment 2) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
3. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
4. **Project Design Criteria (PDCs) for In-Water Activities:** The Permittee shall comply with National Marine Fisheries Service's "PDCs for In-Water Activities" dated November 20, 2017 (Attachment 3)

Note: PDC AP.10 Turbidity curtain requirements are waived for the work authorized by this permit.
5. **Daylight Hours:** All activities must be completed during daylight hours.

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PERMITTEE: NEU Research and Restoration, LLC c/o Erik Neugaard

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- 6. Manatee Conditions:** The Permittee shall comply with the enclosed (Attachment 4) "Standard Manatee Conditions for In-Water Work – 2011.
- 7. Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form (Attachment 5).
- 8. Disposal:** The Permittee shall dispose of all tires in uplands.
- 9. Coral Removal:** The Permittee shall remove all salvagable corals collected from the removed tires and relocate the corals to a coral nursery located at 6661 SW 16th Street, Plantation, Florida 33317.
- 10. Post-Project Report:** The Permittee shall provide a post-project report to the Corps within 30 days of completion of the project. The report shall include a description of the work conducted including the number of tires removed; the species, size, and ecological condition of the corals removed from the tires; an assessment of the areas where the tires were removed, a narrative of the corals relocated to the coral nursery, and the estimated survival of the corals relocated to the nursery.
- 11. Cultural Resources/Historic Properties:**
 - a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.
 - b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

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- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
- d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.
- e. If, during permitted activities, items that may have historic or archaeological origin are observed, such observations shall be reported to the Florida Division of Historical Resources within 24 hours. The permittee shall cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. Examples of expected historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidences of human activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water.
- f. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease

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all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403)

() Section 404 of the Clean Water Act (33 U.S.C. 1344)

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413)

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

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c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

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Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


(PERMITTEE)

5/8/2020
(DATE)

Erik Neugaard
(PERMITTEE NAME-PRINTED)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

for: Alisa Zarbo
(DISTRICT ENGINEER)
Andrew D. Kelly, Jr.
Colonel, U.S. Army
District Commander

19 May 2020
(DATE)

PERMIT NUMBER: SAJ-2017-03333

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When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

(CITY, STATE, AND ZIP CODE)

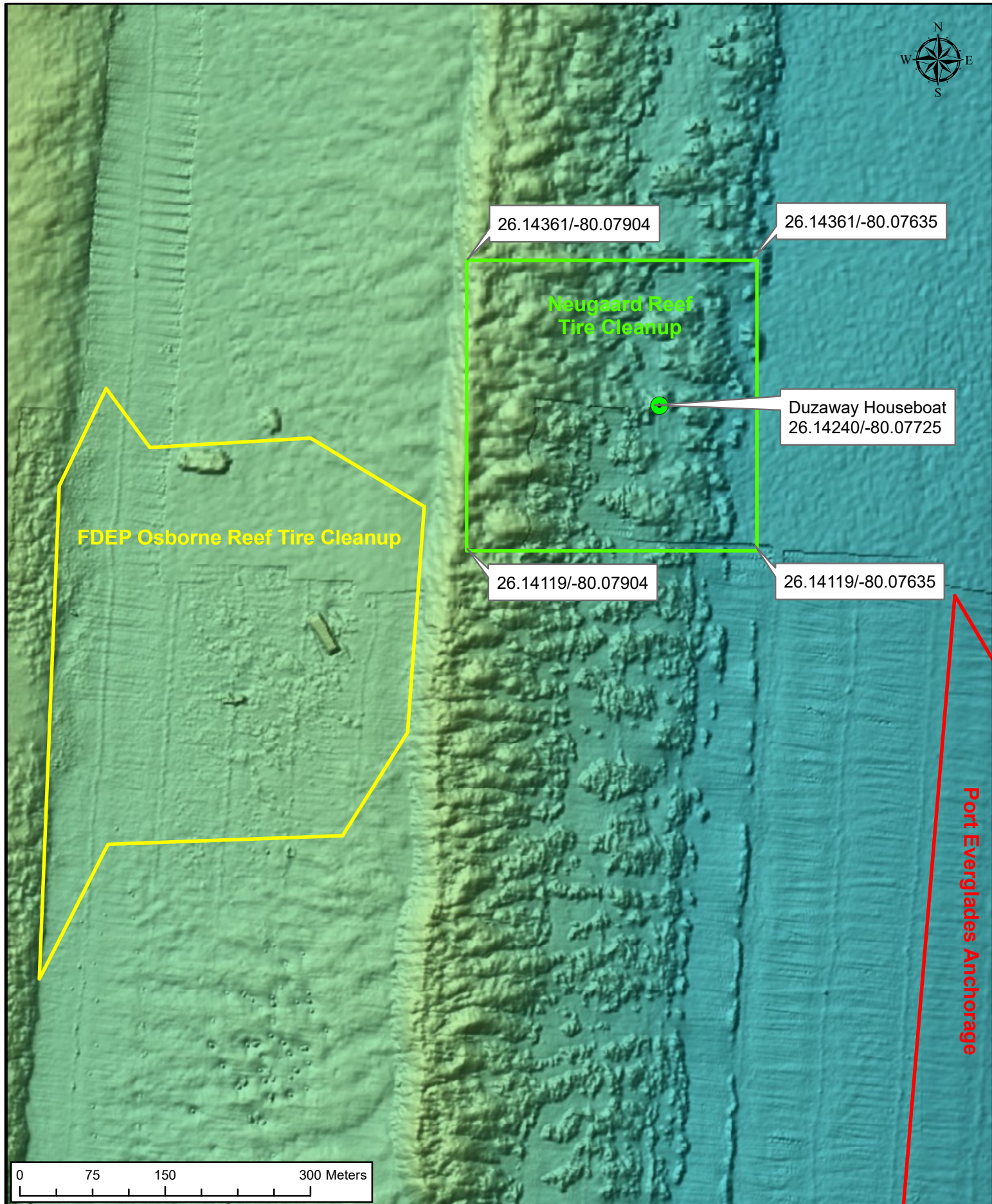
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***Attachments to Department of the Army
Permit Number SAJ-2017-03333***

1. Permit drawings: 1 page
2. Self-Certification Form: 1 page
3. *JaxBO PDC's for In-Water Work*: 3 pages.
4. Manatee Conditions: 2 pages, *Standard Manatee Conditions for In-Water Work – 2011*
5. Commencement Notification Form: 1 page



Neugaard Reef Tire Cleanup Location Map

SELF-CERTIFICATION STATEMENT OF COMPLIANCE

*Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ- - (-)
2. **Permittee Information:** Name: _____
Email: _____
Address: _____

Phone: _____
3. **Date Authorized Work Started:** _____ **Completed:** _____
4. **Contact to Schedule Inspection:** Name: _____
Email: _____
Phone: _____
5. **Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.):** _____

6. **Acreage or Square Feet of Impacts to Waters of the United States:** _____
7. **Describe Mitigation completed (if applicable):** _____

8. **Describe any Deviations from Permit (attach drawing(s) depicting the deviations):**

I certify that all work and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

Signature of Permittee

Printed Name of Permittee

Date

Dated 9/18/2019

**U.S. Army Corps of Engineers Jacksonville District's Programmatic Biological
Opinion (JaxBO) Project Design Criteria (PDCs) for In-Water Activities**

November 20, 2017

- 1) **(AP.7.) Education and Observation:** The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at:
http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html
- 2) **(AP.8.) Reporting** of interactions with protected species:
 - a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to takereport.nmfs@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
 - b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email Sawfish@MyFWC.com
 - c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email nmfs.ser.sturgeonnetwork@noaa.gov
 - d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
 - e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.
- 3) **(AP.9.) Vessel Traffic and Construction Equipment:** All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:
 - a) *Construction Equipment:*
 - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
 - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
 - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of

construction equipment and shall not resume until the species has departed the area of its own volition.

- iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

b) *All Vessels:*

- i) Sea turtles: Maintain a minimum distance of 150 ft.
- ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
- iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
- iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
- v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
- vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
- vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

- 4) **(AP.10.) Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
- b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
- c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
- d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
- e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm

Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):

- i) Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
 - ii) The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cableline). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.
- 5) **(AP.11.) Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.
- a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
 - b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

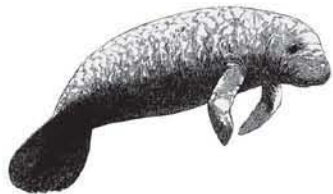
All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:



Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

COMMENCEMENT NOTIFICATION

*Within ten (10) days of initiating the authorized work, submit this form via electronic mail to saj-rd-enforcement@usace.army.mil (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. Department of the Army Permit Number: SAJ- - (-)

2. Permittee Information:

Name: _____

Email: _____

Address: _____

Phone: _____

3. Construction Start Date: _____

4. Contact to Schedule Inspection:

Name: _____

Email: _____

Phone: _____

Signature of Permittee

Printed Name of Permittee

Date



FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

Project Name: NEU Research & Restoration

Permittee/Authorized Entity:
NEU Research & Restoration, LLC.
c/o Erik Neugaard
6661 SW 16 Street
Plantation, FL 33317
Email: neugaard@yahoo.com

Authorized Agent:
NEU Research & Restoration, LLC.
c/o Erik Neugaard
6661 SW 16 Street
Plantation, FL 33317
Email: neugaard@yahoo.com

Environmental Resource Permit - Granted

State-owned Submerged Lands Authorization – Granted

**U.S. Army Corps of Engineers Authorization – Separate Corps Authorization
Required**

Permit No.: 06-0393597-002-EI

Permit Issuance Date: October 1, 2021

Permit Construction Phase Expiration Date: October 1, 2026

Consolidated Environmental Resource Permit and State-owned Submerged Lands Authorization

Permit No.: 06-0393597-002-EI

PROJECT LOCATION

The activities authorized by this Permit and state-owned submerged lands authorization are located in the Atlantic Ocean, Class III Waters, adjacent to the Middle Reef tracts approximately 1.6 miles off the coast of Fort Lauderdale (Section 06, Township 50 South, Range 43 East), in Broward County (Latitude N 26° 8' 32.5356", Longitude W -80° 4' 39.7416").

PROJECT DESCRIPTION

This permit authorizes the installation of coral nursery trees at four locations as described on the attached plans and the removal of tires from an approximately 53.56-acre project area (Areas B and C as shown on the attached exhibit) within the Atlantic Ocean, east of Broward County. Scuba divers shall assist in the removal of the tires and relocate attached corals to the nursery trees, onshore coral nurseries, or other locations in accordance with the Special Activities License(s) issued by the Florida Fish and Wildlife Conservation Commission (FWC). The tires shall be handled and disposed of in accordance with Chapter 62-711.300, F.A.C. This authorization does not include any activities within Area "A" shown on the attached exhibit.

Impacts to the natural reefs are not authorized by this permit, and the permittee shall implement best management practices to minimize potential sedimentation impacts to any adjacent natural coral reefs.

The attached standard manatee conditions (version 2011) shall be adhered to during all in-water work. All water bodies outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, sedimentation, and/or scouring.

The project described above may be conducted only in accordance with the terms, conditions and attachments contained in this permit. The issuance of this permit does not infer, nor guarantee, nor imply that future permits or modifications will be granted by the Department.

AUTHORIZATIONS

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S.

As staff to the Board of Trustees under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at:

<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT & SOVEREIGNTY SUBMERGED LANDS CONDITONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**

Project Name: NEU Research & Restoration

Permit No.: 06-0393597-002-EI

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- **The General Conditions**
- **The Special Consent Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS- PROJECT FORMS & ATTACHMENTS

- (1) The attached project drawings (sheets 1 through 7); the Standard Manatee Conditions for In-Water Work, 2011, and DEP forms 62-330.310(1); 62-330.310(2); 62-330.340(1); and 62-330.350(1), which may be downloaded at <http://www.dep.state.fl.us/water/wetlands/erp/forms.htm> become part of this permit. If the permittee does not have access to the Internet, please contact the Department at (561) 681-6600 to request the aforementioned forms and/or document(s).

SPECIFIC CONDITIONS - PRIOR TO CONSTRUCTION

- (2) After selection of the contractor to perform the authorized activities and prior to the initiation of any work authorized by this permit, the permittee (or authorized agent) and the contractor shall attend a pre-construction conference with a representative of the Department. It shall be the responsibility of the permittee to contact the Department's Compliance Assistance Program, by email SED_Compliance@FloridaDEP.gov, or by phone (561) 681-6600, to schedule the pre-construction conference.
- (3) The permittee shall ensure that the permit conditions are explained to all construction personnel working on the project and for providing each contractor and subcontractor with a copy of this permit before the authorized work begins.
- (4) Prior to commencement of waste tire removal, the permittee shall clearly demark the nearest limits of any adjacent natural coral reef to ensure that all vessels associated with the permitted activities are aware of the approved work area associated with the project. This permit does not authorize anchoring on or over natural reef habitat.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

- (5) The tires shall be handled and disposed of in accordance with Chapter 62-711.300, F.A.C.
- (6) All tire removal activities shall be conducted during daylight hours.

- (7) A qualified biologist, with knowledge of coral biology and relocation methods, must be in the water during all in-water activity [to provide guidance and supervise volunteers].
- (8) All volunteers must be trained and given instruction on coral identification and relocation/reattachment methods
- (9) A benthic survey of the project area must be completed and provided for review and approval prior to the start of construction
- (10) The surrounding waterbody and marine resources located outside the specific limits of construction, authorized by this permit, shall be protected from siltation, sedimentation, and/or scouring. Best management practices for turbidity and erosion control shall be implemented and maintained at all times during to prevent siltation and turbid discharges into the surface waters surrounding the project site.
- (11) All vessels shall operate in waters of sufficient depth to preclude prop dredging, and all equipment/tools and materials shall be stored on the barge or uplands. Vessels related to the tire salvage operations shall not anchor in areas with seagrasses or coral reefs.

SPECIFIC CONDITIONS – MONITORING/REPORTING REQUIREMENTS

- (12) Turbidity levels outside the construction area shall not exceed 29 NTU's above background levels. The following measures shall be taken immediately by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU's above background:
 - a. Notify the Department at (561) 681-6653 at the time the violation is first detected.
 - b. Immediately cease all work contributing to the water quality violation.
 - c. As required, perform turbidity monitoring per Specific Conditions.
 - d. Modify the work procedures that were responsible for the violation
 - e. Resume removal activities once turbidity levels fall below 29 NTUs.
- (13) Turbidity Monitoring: Turbidity levels shall be monitored if a turbidity plume is observed. Samples shall be taken every four hours until turbidity subsides at one-foot below the surface at monitoring stations located as follows:
 - a. Up-current of the work site and clearly outside the influence of removal activities. (This shall serve as the natural background sample against which other turbidity readings shall be compared.)
 - b. Within the densest portion of the turbidity plume and as close as possible to the tire removal operations, while still ensuring adequate safety measures.
 - c. Immediately above the nearest downstream natural coral reef.
- (14) Turbidity Monitoring Reports: During removal activities, the permittee or permittee's contractor shall collect the following turbidity monitoring data at the frequency and water depths directed by Specific Condition above:
 - a. Permit number
 - b. Date and time of sampling event

- c. Turbidity sampling results (background NTUs, compliance NTUs, and the difference between them)
- d. Description of data collection methods
- e. An aerial map indicating the sampling locations
- f. Depth of sample(s)
- g. Weather conditions at times of sampling
- h. Tidal stage and direction of flow

Data shall be collected in a turbidity log and shall include a statement by the individual responsible for monitoring attesting to the authenticity, precision, limits of detection, and accuracy of the data. The turbidity log shall be scanned and sent on a weekly basis to the Department's Compliance Project Manager, David Petti, by email at David.Petti@FloridaDEP.gov and to the FWC artificial reef program at artificialreefdeployments@myfwc.com. The subject line of the email shall include the project name, permit number, and the title "Turbidity Monitoring Reports."

- (15) Bi-annual status reports shall be submitted to the Department's Compliance program by email to SED_Compliance@FloridaDEP.gov and to the FWC artificial reef program at artificialreefdeployments@myfwc.com. The reports shall be submitted every January 31st and June 30th until the project has been deemed complete by the permittee. The reports shall include but not be limited to the following information:
 - a. Dates and times of the tire removal operations.
 - b. A map depicting the areas where work was performed
 - c. Number of tires removed from the seafloor.
 - d. Instances that recovery operations ceased and or recovery techniques modified due to apparent turbidity plumes.
 - e. Date disposed and final disposal location of tires.

SPECIFIC CONDITIONS – OPERATING CONDITIONS

- (16) All permitted structures shall be tied to the permittee in perpetuity
 - a. All coral tree units must be labeled with contact information of the primary contact and associated permit number
 - b. Permittee is responsible for any potential damages to coral reef resources caused by coral tree units
 - c. All structures authorized under this permit must be maintained in functional condition or else removed.
- (17) If, at any time, the structures authorized under this permit are no longer necessary or required, the coral tree units and any additional artificial reef structure shall be removed from the water. DEP shall be notified when removal is complete.

SPECIFIC CONDITIONS – MANATEE CONDITIONS

- (18) This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If

listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com

- (19) The permittee shall comply with the standard manatee protection construction conditions listed in the attached “2011 Standard Manatee Conditions for In-Water Work”.

SPECIFIC CONDITIONS – PROTECTION OF HISTORICAL RESOURCES

- (20) If prehistoric or historic artifacts, vessel remnants, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement, or maritime history are encountered at any time within the project area, the permitted project should cease all activities involving disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850) 245-6333, as well as the appropriate permitting agency office. The permitted project activities should not resume without verbal and/or written authorizations.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

(1) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

(3) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector’s Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

(4) At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), “Construction Commencement Notice,” [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

(5) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

(6) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

- a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – “Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or
- b. For all other activities – “As-Built Certification and Request for Conversion to Operational Phase” [Form 62-330.310(1)].
- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

(7) If the final operation and maintenance entity is a third party:

- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
- b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

(8) The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

(9) This permit does not:

- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
- b. Convey to the permittee or create in the permittee any interest in real property;
- c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
- d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

(10) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

(11) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

- (12) The permittee shall notify the Agency in writing:
- a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

(13) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

(14) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

(15) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

(16) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

(17) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain

any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

(18) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

SPECIAL CONSENT CONDITIONS

1) The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2) Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3) Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4) All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5) This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S.

(1) Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

(2) Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

(3) Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

(4) Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

(5) Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

(6) Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

(7) Structures or activities will not create a navigational hazard.

(8) Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.

(9) Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.

(10) The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

(11) Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

(12) Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct

the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

(13) All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

(14) This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in West Palm Beach, Florida.

Project Name: NEU Research & Restoration

Permit No.: 06-0393597-002-EI

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STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Norva Blandin, MSEM
Program Administrator
Permitting and Waste Cleanup Program
Southeast District

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all copies were sent on the filing date below to the following listed persons:

FDEP – Norva Blandin, Arizona Boyd, David Petti
Linda Sunderland, Broward County EPD, LSunderland@broward.org
Mollie Sinnott, FDEP, Mollie.Sinnott@dep.state.fl.us
Keith Mille, FFWCC- Division of Marine Fisheries Management - Artificial Reef Program,
Keith.Mille@myfwc.com
Patrick Connelly, FDEP, Patrick.Connelly@FloridaDEP.gov

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

<u>Genesis Bivins</u>	<u>10/01/2021</u>
Clerk	Date

Attachments:

Project Drawings and Design Specs., 7 pages
Standard Manatee Conditions for In-Water Work, 2011, can be downloaded at
http://myfwc.com/media/415448/Manatee_StdCondIn_waterWork.pdf

Request to Transfer Permit Form 62-330.340(1)*

Commencement Notice Form 62-330.350(1)*

*Can be downloaded at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>

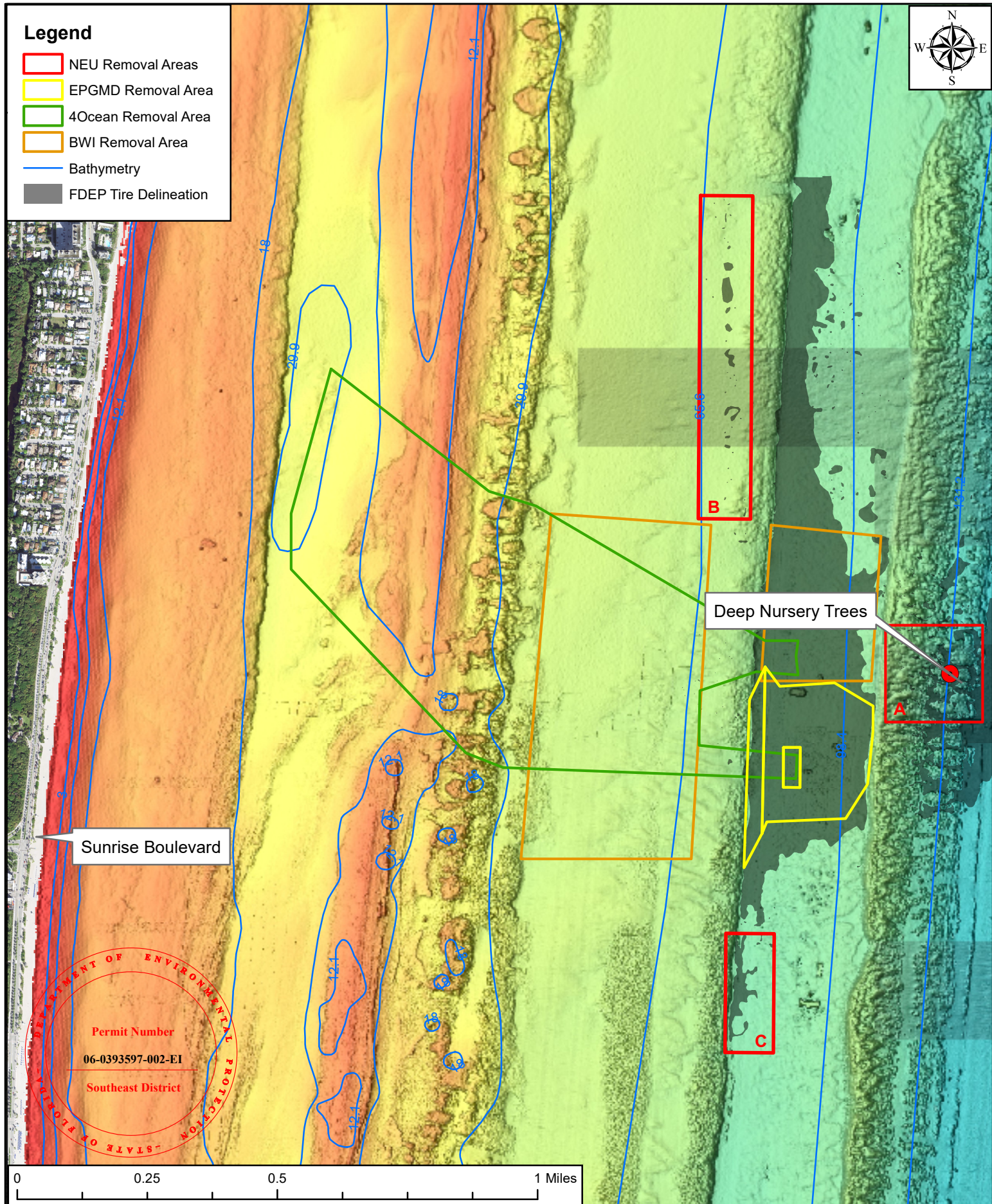


Figure 1 - Submerged Tire Cleanup Location Map

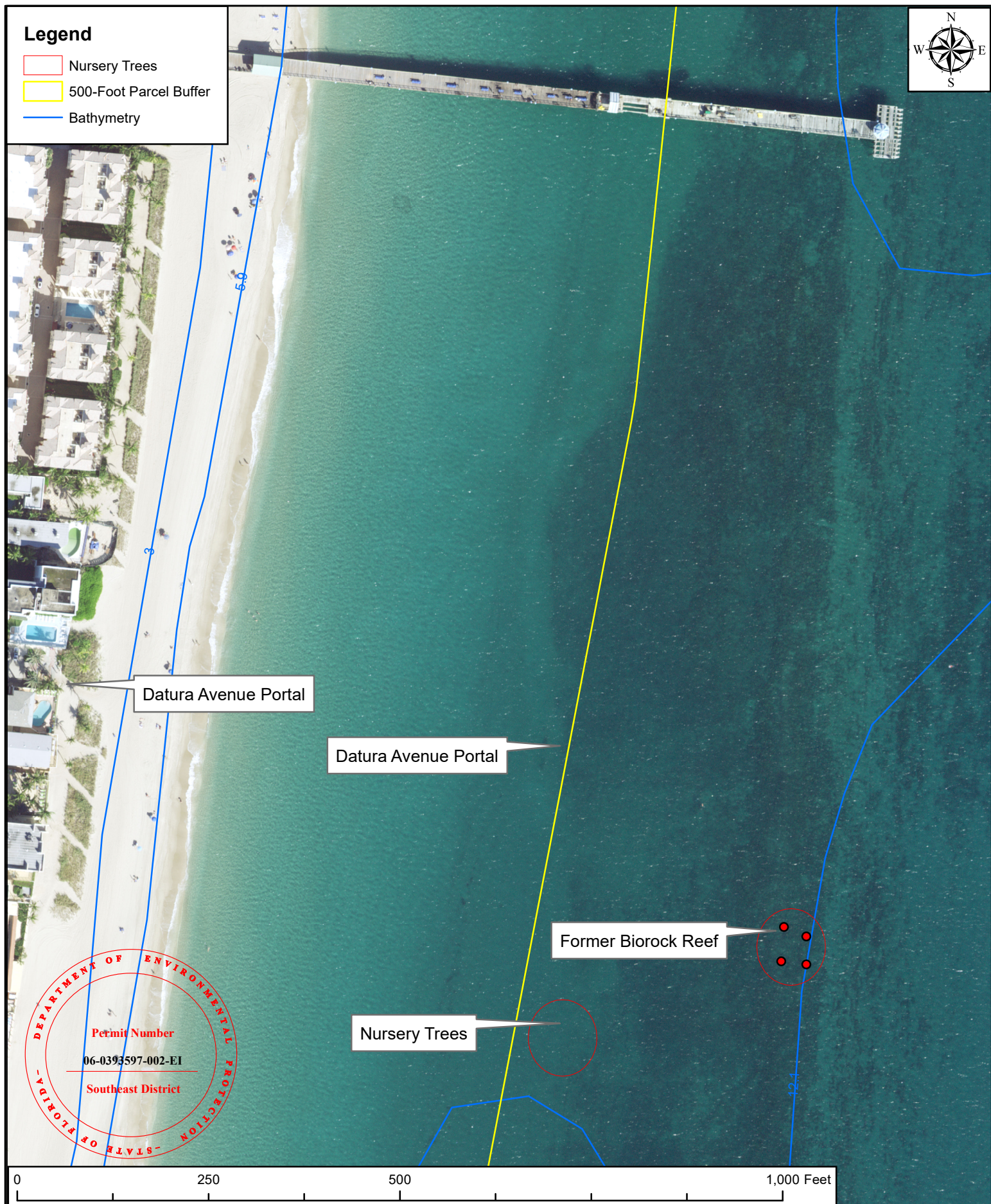
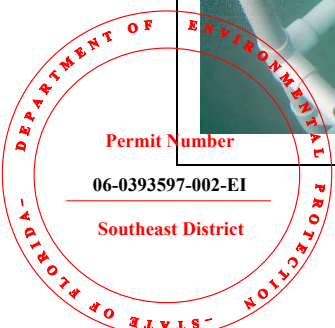
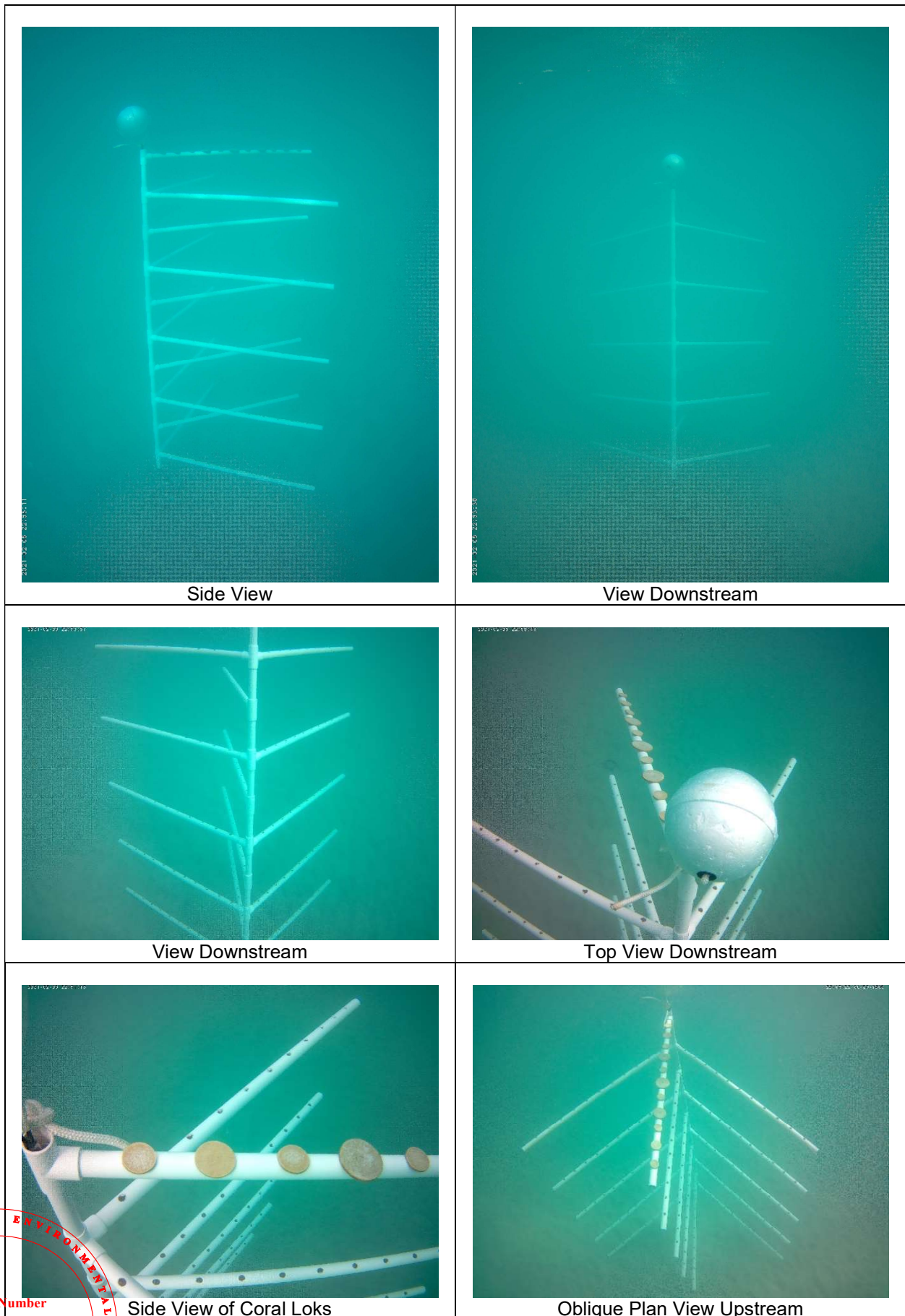


Figure 2 - Datura Avenue Coral Nursery Location Map

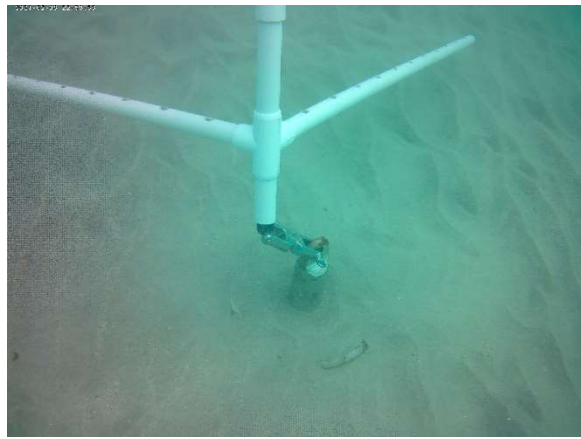


Figure 3 - Dania Beach Boulevard Coral Nursery Location Map





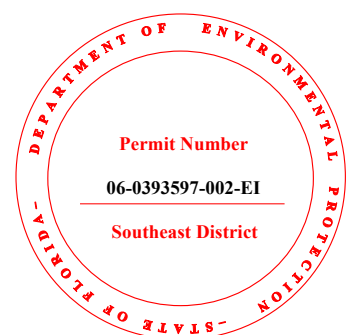
Anchor Above Sand



Anchor Partially Buried



View Above Water



Background

This voluntary habitat restoration project was conceived in 2015 as a collaborative effort between the South Florida Association of Environmental Professionals (www.SFAEP.org) and the University of Florida Institute of Food and Agricultural Services' Florida Master Naturalist Program (<https://masternaturalist.ifas.ufl.edu>), to provide members and students experience in coral propagation, cultivation and out-planting; and to restore coral reef habitat. In 2016, an application for a Florida Fish and Wildlife Conservation Commission (FWWCC) Special Activities License (SAL) was submitted to collect Corals of Opportunity and propagate and cultivate the corals in an onshore nursery. The FFWCC SAL requires modification to identify specific locations and details for coral out-planting, and in 2017 an experimental out-planting to an existing offshore reef ball was conducted. In 2017, the project concept was expanded to voluntarily remove submerged tires deployed by others on Broward County's outer reef in the 1970's, rescue corals attached to the submerged tires for the coral nursery project and properly dispose of the tires, and an application for an U.S. Army Corps of Engineers (USACE) permit was submitted. The USACE permit was issued on May 19, 2020. With knowledge of the USACE permit conditions, a Request for Verification of an Exemption was submitted to the Florida Department of Environmental Protection (FDEP) on October 15, 2020; however, on December 22, 2020, a pre-application meeting was conducted with FDEP staff and the decision was made to withdraw the request and apply for an Individual Permit to include offshore coral nursery cultivation trees. Copies of the FFWCC SAL and USACE permit are attached.

Voluntary Tire Removal

Three areas are proposed for the voluntary tire removal project, as shown on attached Figure 1:

Area	Acres	Depth	Center	Northwest Corner	Northeast Corner	Southeast Corner	Southwest Corner
A	22.24	90	26.14240 -80.07769	26.14361 -80.07904	26.14361 -80.07635	26.14119 -80.07635	26.14119 -80.07904
B	39.96	70	26.15029 -80.08348	26.15433 -80.08418	26.15432 -80.08273	26.14626 -80.08279	26.14627 -80.08425
C	13.60	70	26.13443 -80.08282	26.13592 -80.08348	26.13591 -80.08213	26.13294 -80.08216	26.13295 -80.08350

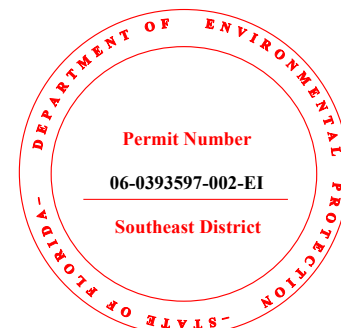
On January 22, 2021, during a meeting with the USACE and Port Everglades, FDEP recommended consideration of submerged tire removal from the Broward County's outer reef as a mitigation option for the Port Everglades Deepening Project. The recommended tire removal area included Area "A" shown on attached Figure 1, which was previously identified as "Neugaard Reef" in the USACE permit issued. If the USACE and Port Everglades decide to proceed with the submerged tire removal recommended by FDEP, voluntary tire removal will not be conducted in Area "A" under the permit issued by USACE on May 19, 2020, or the FDEP permit applied for with this application. However, if USACE and Port Everglades decide not to proceed with the submerged tire removal recommended by FDEP, voluntary tire removal in Area "A" will be attempted under the permit issued by USACE on May 19, 2020, and the FDEP permit applied for with this application, if included.

The submerged tires will be removed in accordance with the methods and conditions stipulated in the permit issued by USACE on May 19, 2020. Please note PDC AP.10 Turbidity curtain requirements are waived for the work authorized by this permit. Upland tire transport and disposal will be performed in accordance with all applicable federal, state, and local regulations.

Coral Nursery Cultivation Trees

Four 100-foot diameter areas are proposed for coral nursery cultivation trees, the corals on which will be maintained by volunteers, at the locations show on attached Figure 2 and Figure 3:

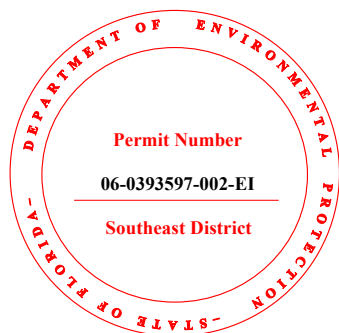
Figure	Location	Center Latitude	Center Longitude
2	Former Biorock Reef	26.18659	-80.09273
2	Datura Avenue West	26.18629	-80.09355
3	Dania Beach East	26.05312	-80.10632
3	Dania Beach West	26.05315	-80.10881



USACE and FDEP permits for the former Biorock Reef were issued to the town of Lauderdale-by-the-Sea, and an agreement for use of the two remaining submerged rebar cages and two remaining seabed embedded buoy anchor eyes was submitted to the town for consideration on December 11, 2020. The agreement is currently scheduled for discussion and approval at the commission meeting on March 9, 2021. If approved, small coral colonies will be placed on the submerged rebar cages for cultivation, using Coral Loks (www.oceanrescuealliance.org/coral-lok) screwed into pre-drilled holes in 1-inch diameter by 10-foot long PVC pipes that are secured to the submerged rebar cages with stainless steel U-bolts; and a single coral nursery cultivation tree constructed of ¾-inch to 1-inch PVC pipe similar to the design shown in the attached photos will be secured to each of two seabed embedded buoy anchor eyes. The depth of the seabed embedded buoy anchor eyes is approximately 12 feet and the coral nursery cultivation trees will be configured to provide at least 6 feet of vertical clearance above for navigation. Approval is also requested to place additional coral nursery cultivation trees, of similar design, anchored in sand within this 100-foot radius area providing at least 6-feet of vertical clearance above for navigation, and placed at least 10 feet horizontal clearance from adjacent hardbottom.

The other 100-foot diameter area shown on Figure 2, and the two 100-foot diameter areas shown on Figure 3 will also contain coral nursery cultivation trees, of similar design, anchored in sand providing at least 6-feet of vertical clearance above for navigation, and placed at least 10 feet horizontal clearance from adjacent hardbottom.

Prior to expiration of all regulatory permits issued, all coral nursery cultivation trees and associated hardware installed for this project (which excludes the infrastructure for the former Biorock Reef) will be removed.



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, November 9, 2021
6:30 PM**

1. CALL TO ORDER

Mayor Chris Vincent called the meeting to order at 6:32 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Public Works Director Ken Rubach, Director of Finance and Budget Lucila Lang, Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, Human Resources Manager Lisa Slagle, Public Information Officer/IT Administrator Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Benzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that Items 17.d and 17.g be heard out of order on the Agenda.

17. RESOLUTIONS – PUBLIC COMMENTS

- d. Resolution 2021-67 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2020/2021 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT “A”; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020/2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE.**

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

Finance Director Lucila Lang recalled that the approved fiscal year (FY) 2021 budget included a number of quarterly transfers in the amount of more than \$949,000 from the Parking Fund to the Capital Improvement Program (CIP) fund. Only one of these transfers was completed before the Commission made the decision to cease the transfers. This left excess unencumbered dollars in the General Fund. At the April 13, 2021 Commission meeting, it was approved that the remaining dollars be moved from the General Fund to the Parking Fund.

The Town also received COVID-19 relief monies from the Florida Department of Law Enforcement (FDLE) and the Coronavirus Aid, Relief, and Economic Security (CARES) Act. As these funds are considered revenue, another budget amendment is necessary to recognize them as such. The Town also needs to account for the transfer of funds received from the Florida Development Group (FDG) in FY 2020 and transferred in FY 2021.

While there are some account overruns, Finance Director Lang noted that all Departments finished FY 2020/2021 within budget. The only Department exceeding its budget was the Broward Sheriff's Office (BSO), of which the Town Manager made the Commission aware earlier in the year. She concluded that these suggested amendments are "cleanup" items that ensure all budgeted funds are allocated correctly. The Town has 60 days from the end of FY 2020/2021 to make these amendments, which sets the deadline of November 30, 2021.

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to approve Resolution 2021-67. Motion carried 5-0.

- g. Resolution 2021-70 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH ERICKS CONSULTANTS, INC. FOR LOBBYIST SERVICES; FINDING THAT THE AGREEMENT IS IN THE BEST INTERESTS OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.D OF THE TOWN 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.

Barbara Cole, resident, stated that she was happy to see this Item on the Agenda with an increased budget.

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

Assistant to the Town Manager Neysa Herrera recalled that Ericks Consultants, Inc. was selected by the Commission to pursue funding for the Palm Club septic-to-sewer project. Their agreement expired on October 30, 2021. At the September 13, 2021 first public budget hearing, the Commission expressed interest in continuing to use this firm for representation before the State Legislature and continued lobbying services.

In accordance with the Town's purchasing manual, professional services are exempt from the competitive solicitation requirement, should the Commission see that service as being in the best interest of the Town. Ericks Consultants have continued to provide services in addition to the initial scope for which they were hired. These services include intergovernmental representation, communication with State Representatives, agency liaison between Town Staff and state staff members, and updates to Staff and elected officials on activity in the State Legislature.

The agreement before the Commission would formalize this arrangement, and would become effective retroactively to November 1, 2021 and last through June 30, 2023. These dates coincide with the legislative sessions and the state's budget cycle. The contract is in the amount of \$50,000, broken into monthly payments of \$2500. The Town Manager will have the option, upon expiration of the agreement, to retain the consultants for an additional one-year term beginning July 1, 2023 and ending June 30, 2024. A list of their accomplishments is included in the Commission's backup materials, as requested by Commissioner Strauss.

Candice Ericks, representing Ericks Consultants, Inc., stated that they plan to return to the Town prior to the legislative session in December 2021 to give the Commission a legislative outlook. She emphasized the importance of open communication to keep the Town apprised of activity in Tallahassee.

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve Resolution 2021-70. Motion carried 5-0.

5. PRESENTATIONS

a. Veteran's Day and Christmas By The Sea

Special Events and Marketing Manager Debbie Hime provided a brief overview of the Town's upcoming Veterans' Day and Christmas By The Sea events. She also recalled that the recent Boo By The Sea event welcomed roughly 2500 people to the Town, including both residents and visitors, and thanked BSO and the Volunteer Fire Department (VFD) for their assistance with the event.

The Veterans' Day event is scheduled for Thursday, November 11, 2021, at 10 a.m. in El Prado Park. In case of rain, the event will be moved to Jarvis Hall. Over 20 veterans living in Lauderdale-By-The-Sea have expressed interest in attending the ceremony.

Christmas By The Sea is scheduled for Wednesday, December 1, 2021, beginning at 5 p.m. Features include a children's crafts workshop, an appearance by Santa Claus at 6 p.m., and the tree lighting ceremony immediately afterward. A book donation drive is also being held for Action for Literacy. Ms. Hime reviewed the layout of the Downtown area and stage for this upcoming event.

Upcoming Town events include:

- Veterans' Day: Thursday, November 11, 2021
- LBTS Merchants' Association Shop Small Saturday: Saturday, November 27, 2021
- Christmas By The Sea: Wednesday, December 1, 2021
- Farmer's Market: Sunday, December 5, 2021
- Chanukah Festival: Sunday, December 5, 2021
- Dancing By The Sea: expected to begin in January 2022
- Yoga By The Sea: expected to begin in January 2022

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, shared a list of items for which she is thankful, including responsive Commissioners and Staff, previous Town elected officials, business and restaurant owners, passage of recent Ordinances, and the upcoming election.

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

7. PUBLIC SAFETY DISCUSSION

a. BSO October 2021 Report

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

b. VFD October 2021 Report

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

c. AMR October 2021 Report

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

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors advised that Public Information Officer Steve d'Oliveira is working with the South Florida Association of Environmental Professionals, which has requested use of the Town's bio-rock for the harvesting and restoration of baby coral. They also hope to remove some of the tires in use within the Town. The Commissioners agreed with these proposals by consensus.

Town Manager Connors noted that the second Commission meeting in December is typically cancelled due to the holidays. The Commissioners agreed by consensus to cancel the December 28, 2021 meeting.

Public Works Director Ken Rubach stated that a resident has approached the Town to suggest the addition of lighting to the crosswalk at 1800 South Ocean Boulevard. The Florida Department of Transportation (FDOT) has reviewed this crosswalk and was asked to include upgrades as part of a resurfacing project, but did not follow through with them due to the potential presence of utilities.

Engineering firm Baxter and Woodman is currently preparing a proposal for exploratory work to determine which, if any, utilities are in the area and how they may need to be

adjusted. The cost of utility relocation can be between \$5000 and \$10,000 per utility. Once this information has been gathered, the item will be brought back to the Commission for a decision on how to proceed with the crosswalk.

Town Manager Connors added that Staff is also looking into the availability of funding for crosswalks in the Town.

Commissioner Malkoon suggested that it may be easier to implement a crosswalk at Assumption Church rather than at the Hamptons Beach Club. He also proposed working with Pompano Beach to determine if a crosswalk can be implemented at Terra Mar. Public Works Director Rubach clarified that the intent would be to enhance the existing crosswalk at the Hamptons Beach Club by providing lighting. FDOT typically determines the need for a public crosswalk by study.

Commissioner Strauss suggested that there may be Broward County transportation surtax dollars, or funds from the Broward Metropolitan Planning Organization (MPO), which could be used toward enhancement of the crosswalk in the event of a positive engineering report.

Public Works Director Rubach also addressed Codrington Drive, recalling that the design process for this project includes outreach to residents. Staff will hold a meeting next week to review basic designs and plans, including features that may or may not be part of the project, such as street trees, traffic calming, and others.

Public Works Director Rubach concluded that beach renourishment has begun in Pompano Beach and will come further south into Lauderdale-By-The-Sea in December. All buildings on the north end of the Town will be contacted about this project to minimize disruptions. Most sand placement will occur above the high-water line.

9. TOWN ATTORNEY REPORT

Town Attorney Trevarthen stated that Staff has prepared a Resolution of support for the restoration of local authority over vacation rental properties, which will come before the Commission later in tonight's meeting. A Resolution regarding legislation that would affect local regulation of businesses is being prepared to come before the Commission in December.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

a. TacoCraft Live Outside Music on New Year's Eve December 31, 2021

Special Events and Marketing Manager Hime stated that this request is for live music on A1A near the restaurant's takeout window on New Year's Eve. They will not include a stage, although lights and a canopy will be provided. The Fire Marshal has reviewed the request for safety. The Town has requested that music end at 1 a.m.

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

12. OLD BUSINESS

None.

13. NEW BUSINESS

None.

14. COMMISSIONER COMMENTS

Vice Mayor Oldaker thanked Special Events and Marketing Manager Hime for her coordination of the Boo By The Sea event and wished all present a happy Thanksgiving.

Commissioner Malkoon advised that he had attended the first in-person Broward League of Cities general meeting in roughly two years.

Commissioner Strauss emphasized the importance of special events to the Town's sense of community.

Mayor Vincent shared his experience with a visiting U.S. veteran, whom he invited to the upcoming event.

All the Commissioners wished all present a happy Thanksgiving and Chanukah, and encouraged them to attend the Veterans' Day event.

15. ORDINANCES 1ST READING

- a. **Ordinance 2021-10 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 “UNIFIED LAND DEVELOPMENT REGULATIONS,” SECTION 30-11, “DEFINITIONS” TO DEFINE “TOBACCO PARAPHERNALIA STORES”; AMENDING SUBDIVISIONS L AND M, B-1-A AND B-1 DISTRICT REGULATIONS, TO CHANGE THE LISTS OF PERMITTED AND CONDITIONAL USES AND CREATE SUPPLEMENTAL REGULATIONS; CREATING SECTION 30-281 TO PROVIDE FOR AMORTIZATION OF EXISTING TOBACCO PARAPHERNALIA STORES IN THE B-1 ZONING DISTRICTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, requested that the Commission ensure that they are informed in advance when any business the Town does not wish to encourage plans to relocate within the Town. She expressed concern with the decision to forego any action on existing tobacco paraphernalia stores due to the possibility of litigation.

Adam Steinberg, representing Grateful J's, stated that he had addressed the recent Planning and Zoning Board meeting, at which there was lengthy discussion of the proposed Ordinance and the amortization of existing businesses in particular. He advised that his client had followed all necessary procedures and was given approval to open his business. He continued that it will likely take his client years to begin consistently turning a profit with his business, and asked that the Commission vote against the amortization of existing stores.

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

Development Services Director Jhanelle Campbell gave a presentation on the proposed Ordinance, including review of the changes proposed for the B-1 and B-1-A zoning districts as well as the amortization language and proposed options. After Town Commission discussions and public input, the Commission declared a 180-day zoning-in-progress to defer the processing of all applications for uses not specifically listed as

permitted or conditional in the business districts. Staff has reviewed business district Ordinances and made a number of proposed changes for the B-1-A district, including:

- Establishment of definitions for tobacco paraphernalia and tobacco paraphernalia store, which respectively outline the types of devices to be considered in this category while taking various state preemptions into account as well
- Reviewed the list of permitted and conditional uses in each of the Town's business districts to remove uses that were too general and provide clarification as needed
- Remove the following uses which were determined to be too general: market, party supply store, specialty shop, and sundry shop
- Remove the following uses which were determined not to be the best types of uses for the subject area: beauty school, dental lab, trade businesses
- Add medical and dental offices as uses
- Clarify the definition of music store
- Add supplemental regulations to the definition of massage therapist, including the requirement of documentation that is already required by the state; this permits the Town to enforce Code if a business is not in compliance
- Supplement the existing process already in place with a provision that the Town Manager will report to the Commission each time a similar use determination is made in writing
- Removal of car washes, outdoor hand wash, and pet stores as conditional uses

Proposed changes for the B-1 zoning district include:

- Many of the proposed changes previously reviewed for the B-1-A district
- Addition of a definition for cigar store as a permitted use
- Permission for dental labs to remain
- Pet stores may remain as a conditional use, with supplemental regulations for any incoming pet stores; the existing pet store would be allowed to remain, subject to the conditional use development order they have obtained; should that store cease operations for more than 60 days or the conditional use development order is revoked, it would lose its grandfathered status
- Incoming pet stores would be prohibited from selling puppies and kittens, but would be allowed to display animals from rescue organizations
- Elimination of call centers, car washes, and hand washing as conditional uses

Regarding the amortization section of the proposed Ordinance, the Town Commission had directed that the Ordinance include amortization language. This means tobacco paraphernalia stores would be required to cease operations within one year if the

included language is adopted; however, the amortization period could be extended by the Town Manager with the advice of the Town Attorney.

The Planning and Zoning Board reviewed this language and recommended its removal by a 3-2 vote. Staff agrees with the Board's recommendation, as they believe the two stores in existence do not define the character of the Town, and that amortization could send a discouraging message to new businesses.

Staff has provided four options:

- Adopt the Ordinance as drafted, including the amortization of the tobacco paraphernalia stores after one year or any other period the Commission deems appropriate or which can be demonstrated under case law
- Amend the amortization section to provide for a longer time frame for the two stores to remain in place as nonconforming uses, during which time they cannot be expanded or intensified
- Amend the Ordinance to remove the amortization section so the two existing stores can remain as nonconforming uses indefinitely
- Amend the Ordinance so that other provisions as the Commission sees fit are approved

Staff recommends that the Commission follow the Planning and Zoning Board's recommendation and approve the proposed Ordinance with the removal of the amortization section, so the two stores may remain as nonconforming uses indefinitely.

The Commissioners discussed the Ordinance, with Commissioner Malkoon requesting clarification of how some removed uses were determined not to be "a good fit" for the Town. Acting Development Services Director Campbell replied that definitions such as market, sundry shop, specialty shop, and party supply store were found to be very general, which could allow for businesses that may not be in line with what the Town wants. Regarding beauty school, dental lab, and trade/business schools, parking impacts and effects on surrounding businesses were considered when these uses were removed from the B-1 and B-1-A sections.

Commissioner Malkoon commented that these uses would not be allowed if they could not meet Code requirements, and did not feel they should be eliminated. He also requested additional information on regulations related to massage therapist uses, asking if the Town could insert a requirement for hours of operation. Town Attorney Trevarthen confirmed that this could be considered prior to second reading of the Ordinance.

Commissioner Malkoon continued that he was concerned with the presence of tobacco paraphernalia stores, as these are the first businesses in sight when entering the Town. He noted, however, that he was likely to follow the recommendation of the Planning and Zoning Board and remove the reference to an amortization period.

Vice Mayor Oldaker addressed the reference to the existing pet store, asking how the 60 day time frame for ceased operations would be affected in the event of a hurricane. Acting Development Services Director Campbell clarified that the 60-day time limit would not apply in this case.

Commissioner Strauss agreed with Commissioner Malkoon's concern that the tobacco paraphernalia store was the first sight when coming into the Town. He stated that while he would approve the Ordinance as drafted, he would like to the removal of the amortization provision, with Staff to investigate whether or not the Ordinance may be revised to require the screening of tobacco paraphernalia from view. This would apply to both such stores.

Commissioner Strauss concluded that if the display of tobacco paraphernalia cannot be regulated, he would be in favor of retaining the amortization language within the Ordinance on second reading.

Commissioner Sokolow asked if the Town has the authority to regulate display. Town Attorney Trevarthen replied that Staff would look into this further. Commissioner Sokolow also requested clarification of the Commission's options if the Ordinance is passed on first reading and comes back for second reading with the amortization language removed and including regulation of display. He asked if they would be able to pass, reject, or defer the Ordinance in that case.

Town Attorney Trevarthen stated that the Commission always has the choice, upon second reading, to amend, adopt, or reject, with the fourth option to delay action. She noted, however, that the Commission declared zoning-in-progress in June 2021, and this status would need to be extended at the December 2021 meeting if the Commission decides to defer the Item.

Commissioner Sokolow concluded that while he was also in favor of removing language referring to amortization, he would like to hear from the affected stores regarding the modification of visibility before making any changes to the Ordinance.

Town Attorney Trevarthen stated that the Ordinance could be brought back to the Commission with the following options:

- As prepared for tonight's meeting
- With the changes discussed at tonight's meeting

Mayor Vincent recalled that he had voted on Ordinance 2010-15, which addressed specialty use. This Ordinance had included a clause stating that any uses not listed may be authorized in the B-1-A district by the Town Manager if the proposed use was similar to a listed use, with the Town Manager or designee to consult with the Commission on such proposals.

Mayor Vincent continued that while he did not wish to impede the subject business owners' ability to succeed, he was not certain that they should succeed in Lauderdale-By-The-Sea. He added that the "similar use" clause had not resulted in bringing the newer of the two shops before the Commission, as intended by the 2010 Ordinance. With regard to amortization, he stated that the business owner may wish to review his books with Town management to determine a more appropriate time period than the one year proposed by the Ordinance.

Mayor Vincent also asked for clarification of what was on the business owner's initial paperwork that did not trigger a mechanism for discussion and review by the Town Commission.

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve the Ordinance on first reading with the elimination of the amortization section and to instruct Staff to investigate modifying the display of merchandise.

It was further clarified that the amortization language could be brought back for consideration upon second reading if that is the Commission's desire.

Motion carried 5-0.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2021-55 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY FOR MUNICIPAL ELECTIONS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING 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 Vice Mayor Oldaker, to approve Resolution 2021-55. Motion carried 5-0.

- b. Resolution 2021-65 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE FOR ENHANCED PATROL SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she was in favor of enhanced patrolling, including on days other than Thursday through Sunday, as this has become necessary in the Downtown area.

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

Lieutenant William Wesolowski of the Broward Sheriff's Office (BSO) recalled that the Town entered into a memorandum of agreement (MOA) with BSO to provide enhanced patrol of the Downtown business corridor. At the May 25, 2021 Commission meeting, the Town Commission voted unanimously in support of these services and approved a budget of \$80,000 for the initiative.

The original MOA expired on September 30, 2021. The new MOA will cover FY 2021/2022.

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve Resolution 2021-65. Motion carried 5-0.

- c. Resolution 2021-66 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE REGIONAL INTERLOCAL AGREEMENT FOR COOPERATIVE FIRE, RESCUE, EMERGENCY MEDICAL SERVICES, AND SPECIAL OPERATIONS RESPONSE THROUGH AUTOMATIC AID AND CLOSEST UNIT RESPONSE; 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.

Assistant to the Town Manager Herrera explained that Broward County has worked collaboratively with Fire/Rescue agencies to develop a plan to implement closest unit response to life-threatening emergencies. One prerequisite for implementation of this plan is execution of the agreement presented in Resolution 2021-66. The Town Manager has met with VFD Chief Judson Hopping, who concurs that executing the agreement is in the best interest of the Town. American Medical Rescue (AMR) is not a participant in the agreement, as they are a privately owned entity providing emergency services to Lauderdale-By-The-Sea on a contract basis.

Town Attorney Trevarthen emphasized the regional nature of the agreement, which has been coordinated primarily through the VFD. Chief Judson Hopping of the VFD advised that this agreement has been underway since approximately 2004, as it has been difficult to arrange an agreement between 19 separate agencies. The agreement ensures that the closest unit goes to an emergency at their expense. He characterized the agreement as similar to mutual aid, without reimbursement of costs, for life-threatening emergencies only.

Town Attorney Trevarthen further clarified that the agreement establishes the maximum number of times a participating entity may decline to provide aid.

Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve Resolution 2021-66. Motion carried 5-0.

- e. Resolution 2021-68 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO THE FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT WITH THE LAUDERDALE-BY-THE-SEA VOLUNTEER FIRE DEPARTMENT TO PROVIDE FOR A ONE-YEAR RENEWAL; APPROVING A ONE-YEAR RENEWAL TO THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, stated that she was pleased this was a one-year agreement, as there is concern among Town residents with the possibility of building a public safety complex for the VFD.

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

Assistant to the Town Manager Herrera explained that in 2016, the Town entered into an agreement for fire prevention and protection services with the VFD. The initial term of this agreement expired September 30, 2021, and was extended until December 31, 2021, pursuant to the Town's purchasing manual. The Resolution would renew this agreement for one more year to allow time to review the comments generated by the Fire Department audit.

Mayor Vincent asked if the renewal period at the end of one year would result in another two years of the contract or the entire three-year renewal period. It was clarified that at the end of the one additional year, the Town would enter into a new agreement.

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve Resolution 2021-68. Motion carried 5-0.

- f. Resolution 2021-69 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE LEGISLATIVE CHANGES PROHIBITING THE LOCAL REGULATION OF VACATION RENTALS; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.**

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

Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve Resolution 2021-69. Motion carried 5-0.

- h. Resolution 2021-71 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF SOLAR RECTANGULAR RAPID-FLASHING BEACONS AND IN ROAD WARNING LIGHT SYSTEM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

Public Works Director Rubach explained that the Town must sign two agreements for work performed on a state roadway: a construction agreement stating the Town will pay all costs, and an agreement to maintain or repair the roadway into perpetuity as long as the system exists. He will serve as construction manager for the project.

Vice Mayor Oldaker noted that some of these beacons located further south appear to be constantly active, flashing at different times. Public Works Director Rubach stated that the beacons at the subject location will be push-button-activated.

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to approve Resolution 2021-71. 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 8:15 p.m.

Lauderdale-By-The-Sea
Regular Town Commission Meeting
November 9, 2021

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen

Date

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (the "Agreement") is made and entered into this _____ day of December, 2021 by the Town Of Lauderdale-By-The-Sea, with an address at 4501 North Ocean Drive, Lauderdale-By-The-Sea, 33308 (the "Town") and South Florida Chapter of the Florida Association of Environmental Professionals, Inc. d/b/a South Florida Association of Environmental Professionals, with an address at 6661 SW 16th Street, Plantation, FL 3317 ("SFAEP").

RECITALS

WHEREAS, in 2011, as part of the Town's Biorock Solar Reef Project, two rebar structures (the "Biorock Structure") were placed in the water south of Anglin's Pier and dislodged corals were attached to the rebar with a low voltage stream of electricity, powered by solar buoys, to speed up coral growth; and

WHEREAS, in August 2015, the Town removed the solar buoys; and

WHEREAS, SFAEP has requested to use the Town's Biorock Structure to secure two six-foot tall PVC nursery trees with six feet of vertical clearance for vessel traffic (the "Project"); and

WHEREAS, the Town is willing to allow SFAEP to use the Town's Biorock Structure subject to the terms and conditions of this Agreement.

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

1. **Recitals**. The above Recitals are confirmed, adopted, and incorporated herein by this reference.

2. **Use and Modification of Property**. SFAEP may use the Biorock Structure only to attach and harvest corals from nursery trees installed on the Biorock Structure for the purposes of harvesting and the restoration of broodstock. SFAEP agrees that it shall not make any alterations to the Biorock Structures without the prior written consent of the Town, which may be withheld in the Town's sole discretion. SFAEP shall obtain all necessary permits and approvals from the appropriate local, state, and federal agencies.

3. **Property Not Transferred**. It is expressly understood and agreed that no real or personal property is being transferred or leased to SFAEP under this Agreement, that no rights to the Biorock Structure or any Town property has been granted to SFAEP, and that the Town may require removal of SFAEP property or equipment on the Biorock Structure at any time.

4. **Term/Termination.** This Agreement is effective upon execution and shall remain in effect until terminated as provided herein. SFAEP acknowledges and understands that the use of the Biorock Structure is limited to the conditions herein and may be terminated at any time by the Town. This Agreement may be terminated by the Town pursuant to written notice given hereunder, effective upon the earlier of receipt or three days after transmittal. Upon termination, SFAEP shall have 10 days from the date of termination to remove any of its property or equipment from the Biorock Structure.

5. **Damage/Restoration.** SFAEP shall not damage the Biorock Structure or any Town property and agrees that it shall return the Biorock Structure to the same or better condition prior to SFAEP's use of the Biorock Structure, as documented by SFAEP upon execution of this Agreement. Such documentation shall be provided to the Town prior to commencement of the Project.

6. **Indemnification.** To the fullest extent permitted by law, SFAEP covenants and agrees to indemnify, defend, and hold harmless the Town and its elected officials, officers, employees and agents, from any and all claims, suits, losses, damage, or injury to persons or property arising out of SFAEP's activities for the Project while on site at the Biorock Structure, including but not limited to claims related to the carelessness, negligence or improper conduct, act or omission of SFAEP, or any servant, agent, subcontractor, volunteer, or employee of SFAEP. This Paragraph 6 shall be liberally construed in favor of providing the Town, and its elected officials, officers, employees and agents, with the broadest and most extensive indemnification and hold harmless protection permitted by applicable law. Nothing herein shall serve to waive the Town's sovereign immunity protection or any other limitations on municipal liability as provided by law.

7. **Insurance.** In order to secure SFAEP's obligations under Section 6 above, SFAEP shall procure at its own cost and expense and maintain throughout the term of this Agreement, or ensure that SFAEP's employees and volunteers are covered by, Comprehensive General Liability Insurance, in the minimum amounts of \$1,000,000 per incident, \$2,000,000 aggregate and name the Town as an additional insured. The specific insurance coverage provided shall be subject to approval by the Town. The Town and its elected officials, officers and employees shall be listed as an additional insured on said policy, which shall require 30 days' notice to the Town of any cancellation or termination. The Town shall have the right, in its reasonable discretion, to increase the minimum required amounts of coverage specified in this paragraph based on then current commercially reasonable risk considerations. SFAEP shall require that all of SFAEP's diver volunteers obtain Divers Alert Network Insurance.

8. **Risk of Loss.** In no event shall the Town be liable or responsible for any injury, loss, or damage to any property, improvements, fixtures, and/or equipment belonging to, in the care of, or rented by SFAEP, its officers, agents, employees, or invitees, resulting from, or in connection with the Project or SFAEP's use of the Biorock Structure, which may arise as a result of theft, destruction, or damage of any kind, or nature whatsoever, including without limitation, any direct, or indirect physical loss, or

damage to the Biorock Structure from any peril whatsoever. SFAEP shall be solely responsible for any and all accidents or injuries to persons or property arising out of or caused in the use of the Biorock Structure pursuant to the Agreement.

9. **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the parties.

10. **Notice.** Any notice required under the terms of this Agreement shall be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given.

Addresses of the parties are as follows:

For Town: Linda Connors, Town Manager
Town of Lauderdale-by-the-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

with a copy to: Susan Trevarthen, Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd.
Suite 1900
Fort Lauderdale, FL 33301

For SFAEP: Jennifer Savaro
South Florida Association of
Environmental Professionals
6661 SW 16 Street
Plantation, FL 33317

11. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties agree that venue for any legal action instituted in connection with this Agreement shall be proper exclusively in Broward County, Florida, in a court of competent jurisdiction. The parties hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this agreement.

12. **No Assignment.** This Agreement is not assignable by SFAEP without the Town's express written approval, which may be withheld for any reason.

13. **Review of Agreement.** SFAEP has had an opportunity for review of this Agreement by counsel for SFAEP and is in agreement with the foregoing terms and provisions.

14. **Entire Agreement.** This Agreement sets forth the entire agreement between the Town and SFAEP with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

15. **Counterparts.** This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

IN WITNESS WHEREOF, the parties have hereto set their hands, on the day and year as set forth herein below.

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Linda Connors, Town Manager

Attest:

Tedra Allen, Town Clerk

Approved As To Form And Legal Sufficiency For The Use
And Reliance of the Town of Lauderdale-By-The-Sea Only:

Weiss Serota Helfman Cole & Bierman, P.L.,
Town Attorney

**South Florida Chapter of the Florida
Association of Environmental
Professionals, Inc. d/b/a South Florida
Association of Environmental
Professionals**

By:

Print: _____
Title: _____

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Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Ken Rubach, Director of Public Works

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-74 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A FEE SCHEDULE FOR PARKING CITATION FEES FOR PARKING VIOLATIONS AND EV/GOLF CART/MOTORCYCLE SPACES; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

Explanation: Ordinance No. 2021-04, on tonight's agenda on second reading amends Section 19-4 of the Town Code to remove the parking citation fees from the Code, establish an additional category of parking violations for improper use of EV/golf cart/motorcycle parking spaces, and provide for the adoption of parking citation fees via resolution.

The attached resolution sets the new fees for those parking violations addressed in Ordinance 2021-04 and identified in the chart below. Moving forward all modifications for fees associated with parking violations will be done via resolution.

Citation Type	<u>Current</u>	<u>New</u>
Parking Citations	\$25.00	\$30.00
Parking in an EV/Golf Car Space	N/A	\$40.00

Recommendation: If the second reading of Ordinance 2021-04 is approved by the Commission, staff recommends approval of Resolution 2021-74, authorizing implementation of new citation fees effective December 20, 2021.

Attachments: Ex.1 – Resolution 2021-74

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WHEREAS, on September 28, 2021, the Town Commission directed staff to increase the parking citation fees to \$30.00 for parking violations and add an additional category of parking violations for EV/golf cart/motorcycle parking spaces that are improperly used in the amount of \$40.00; and

WHEREAS, staff recommends increasing the parking citation fees from \$25.00 to \$30.00 for parking violations and adding an additional category of parking violations for EV/golf cart/motorcycle spaces that are improperly used; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to increase the parking citations fees and establish the category of parking violations for EV/golf cart/motorcycle spaces.

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.

32 **SECTION 2. Parking Citation Fees.** The parking citation fees are hereby
33 increased to \$30 for parking violations.

34 **SECTION 3. Fees Established.** The parking citation fee of \$40 for the
35 improper use of EV/golf cart/motorcycle spaces is hereby established.

36 **SECTION 4. Conflict.** All resolutions or parts of resolutions in conflict with
37 this resolution are hereby repealed to the extent of such conflict.

38 **SECTION 5. Effective Date.** This Resolution shall become effective upon
39 passage and adoption.

40 **PASSED AND ADOPTED** this 14th day of December, 2021.

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45 Attest:

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49 _____
50 Town Clerk Tedra Allen
51 (CORPORATE SEAL)

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54 APPROVED AS TO FORM:

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58 _____
Susan L. Trevarthen, Town Attorney

Mayor Chris Vincent



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Ken Rubach, Director of Public Works

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-75 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING LICENSE AGREEMENT WITH BENIHANA INC. FOR USE OF TOWN PROPERTY ALONG WEST TRADEWINDS AVENUE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: On March 28, 2006, the Town Commission approved a site plan for the remodeling of the Benihana Restaurant located at 276 Commercial Boulevard. The site plan included the condition that the applicant enter into a license agreement with the Town for the utilization of the Town property on each side of W. Trade Winds Avenue (**highlighted area**). The initial licensing agreement was approved on September 14, 2006.



Aerial overview of the parking area

On September 26, 2016, the Commission authorized a five-year extension of the license agreement with Benihana for the continued use of these properties.

The current agreement provides for a yearly license fee payment of \$62,962.50. This payment was calculated based on the following formula, which was established in the original agreement that was approved by the Commission on September 14, 2006:

Number of hours x Metered Spaces x Hourly Rate = License Fee

3650 hours x 23 spaces x 0.75 = \$62,962.50

Total Number of Hours	10 hours per day* x 365 days per year = 3,650 hours
Number of Metered Spaces	The number of metered spaces that could have been reasonably accommodated in this leased area if access was not needed to be provided to the restaurant.
Hourly Rate	The hourly rate of the meters within the West Commercial Blvd Plazas

*11:00am to 2:00pm and 4:00pm to 11:00pm = 10 hours per day

At the September 13, 2021 Commission meeting, Commissioner Strauss raised concerns dealing with potential vehicle stacking on W. Tradewinds Ave and the possibility that accidents might result from this as traffic could possibly back up to Commercial Blvd. and vehicles turning onto W. Tradewinds from Commercial Blvd. may not have the appropriate amount of time to react given that the turn is partially shielded due to the configuration of the interaction as well as the vegetation that is present. Staff met with Commissioner Strauss at the Benihana location on September 22, 2021 to review the intersection and investigate alternatives to help mitigate the situation. Baxter and Woodman performed a study of the area, and their report is attached (**Exhibit 4**). Alternative 2 is suggested as the best course of action, which will have vehicles enter the Benihana Drive from the southside rather than the northside, which will allow more vehicles to be stacked within the driveway and provide additional room on W. Tradewinds Ave for vehicle traffic. In addition, it would change the valet entrances and exits to the parking lot. Staff has been in contact with Benihana regarding the study and they have agreed to the proposed changes which includes reconfiguration of the traffic pattern. Per the agreement they will have 14 days after being notified by the Town to do so, failure to do so in this time frame will result in a \$100 per day penalty until compliance has been reached.



The license agreement was set to expire on September 30, 2021, however the agreement expiration was extended by the Town Manager, per her authority in accordance with Section III.L.5 of the Purchasing Manual, to December 30 2021 to allow for time to address the concerns stated above. For the past several months, staff has been negotiating a new agreement with Benihana for a five-year term through September 2026 (**Exhibit 2**). Section 7.5 was enhanced with clearer language in regard to vehicle stacking which allows us to address any issues that may arise from vehicular traffic due to patrons entering/exiting the restaurant which lead to traffic backups. Staff feels that the relocation of the valet stand will help mitigate this issue. We will continue to monitor the area after the changes have been made to ensure public safety as well as make any additional changes should they be warranted.

In examining the current license agreement, Staff is recommending an updated license fee that reflects the increased cost of parking in the West Tradewinds area (\$1.50 for adjacent parking lot and \$.075 for the plazas). Staff recommended a blended rate (average cost between the two different hourly rates) of \$1.12 per hour, to be phased in over 2 years of the License Agreement. Once the blended rate is reached in Year 2, that rate would be locked through the remainder of the License Agreement until September 2026.

Agreement Year	Parking Rate	License Fee Increase From FY21	Total Fee
FY 21 (Current)	\$.75	N/A	\$62,962.50
FY 22 (Year 1)	\$.94	\$15,950.50	\$78,913.00
FY 23-26 (Year 2-5)	\$1.12	\$31,061.50	\$94,024.00

This new agreement results in an increase of \$15,950.50 from the current year in Year 1 and an increase of \$31,061.50 for each additional year in the contract. This new rate has been accepted by Benihana.

Recommendation: Staff recommends approval of the License Agreement with Benihana

Attachments:

- Ex.1 – Resolution 2021-75
- Ex.2 – Benihana License Agreement
- Ex.3 – Benihana Exhibits A & B
- Ex.4 – Baxter & Woodman Traffic Study

RESOLUTION NO. 2021-75

A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,
APPROVING LICENSE AGREEMENT WITH BENIHANA
INC. FOR USE OF TOWN PROPERTY ALONG WEST
TRADEWINDS AVENUE; AUTHORIZING THE TOWN
MANAGER TO EXECUTE THE AGREEMENT;
PROVIDING FOR IMPLEMENTATION; AND PROVIDING
FOR AN EFFECTIVE DATE.

WHEREAS, the Town has licensed to Benihana, Inc. (“Benihana”) the Town-owned properties on West Tradewinds adjacent to the Benihana restaurant and parking lot (the “Properties”) since September 14, 2006, when the Town Commission approved a site plan for the remodeling of the Benihana Restaurant; and

WHEREAS, on September 26, 2016, the Commission authorized a five-year extension of the license agreement with Benihana for use of the Properties; and

WHEREAS, the original license agreement is set to expire to September 30, 2021; and

WHEREAS, staff has negotiated with Benihana a new license agreement, which provides for a five year term through September 2026 and increases the license fee to reflect the increased cost of parking in the West Tradewinds area (the “License Agreement”); and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the License Agreement with Benihana, attached as Exhibit “A.”

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

SECTION 1. Recitals. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. Agreement Approved. The License Agreement with Benihana, attached as Exhibit “A,” is hereby approved.

1 **SECTION 3. Authorization to Execute the Agreement.** The Town authorizes the Town
2 Manager to execute the License Agreement, attached as Exhibit “A,” together with such non-
3 substantial changes as are deemed necessary by the Interim Town Manager and approved as to
4 form and legal sufficiency by the Town Attorney.

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

7 **SECTION 5. Effective Date.** This Resolution shall become effective immediately upon
8 passage and adoption.

PASSED AND ADOPTED on this 14th day of December, 2021.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

LICENSE AGREEMENT

THIS IS A LICENSE AGREEMENT ("License"), made this 1st day of December, 2021 by and between:

THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "TOWN"

And

BENIHANA INC. a Florida Corporation, hereinafter referred to as "LICENSEE".
TOWN and LICENSEE may hereinafter collectively be referred to as the "Parties."

1. DESCRIPTION OF THE PREMISES

TOWN hereby grants to LICENSEE the non-exclusive right, license, and privilege of reserving certain TOWN-owned property, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (hereinafter referred to as the "Premises" or "Property," comprised of the "East Parcel" and the "West Parcel") subject to the terms and conditions set forth in this License. LICENSEE shall not have any property interest in the Premises arising out of this License. Nothing herein shall create a landlord-tenant relationship between the Parties nor shall any rights, obligations, duties or interests associated with a landlord-tenant relationship accrue in law or in equity pursuant to the terms of this License.

2. COMPENSATION

In exchange for the license granted herein, LICENSEE shall pay to TOWN a license fee for the right to reserve the Premises identified in **Exhibit "A"**, for the use of the Property for ingress/egress (the "License Fee"). For the term beginning December 30, 2021, the License Fee shall be in the amount of Seventy-Eight Thousand Nine Hundred Thirteen Dollars and 00/100 (\$78,913.00). For the term beginning on December 30, 2022, and every year thereafter, the License Fee shall be in the amount of Ninety-Four Thousand Twenty-Four Dollars and 00/100 (\$94,024.00).

The LICENSEE shall pay the License Fee of \$78,913.00 for the term year beginning December 30, 2021, within five (5) days of complete execution of this Agreement. Thereafter, payment in the amount of the License Fee in the amount of \$94,024.00 shall be made annually in advance of December 30 of each year of the Term.

For the term beginning on December 30, 2021, compensation is based upon the following formula:
$$3,650 \text{ hours per year} \times \$0.94 \text{ meter rate} \times 23 \text{ parking meters} = \$78,913$$

For the term beginning on December 30, 2022, compensation shall be based upon the following formula:

$$3,650 \text{ hours per year} \times \$1.12 \text{ meter rate} \times 23 \text{ parking meters} = \$94,024$$

- A. Hours: 11:00 am to 2:00 pm and 4:00 pm to 11:00 pm, which equal 10 hours per day times
365 days per year = 3,650 hours

- B. Meter Rate: The current meter rate of \$0.75 per hour and \$1.50, averaged at \$1.12. The increase in the meter rate from \$0.50 to \$0.75 and \$1.50 will be increased over two years. Beginning December 30, 2021, the meter rate will be increased to \$0.94. Beginning December 30, 2022, the meter rate will be increased to \$1.12.
- C. Number of meters: 23 parking meters

Beginning with the payment due prior to December 30, 2021, the TOWN is entitled to a late fee for any delinquent payment to TOWN. The late fee shall be charged at the rate of .0005 per day for each calendar day the payment is delayed up to the day the payment is postmarked (example: \$10,000 payment X .0005 = \$5.00 per day late fee.)

3. 2006 SITE PLAN

The Parties acknowledge that, on March 28, 2006, the Town Commission approved a site plan for the remodeling of the Benihana Restaurant located at 276 Commercial Boulevard with the following condition:

The Applicant shall enter into a license agreement with the Town for the utilization of the Town property on each side of W. Tradewinds Avenue currently used by the Benihana Restaurant for ingress/egress to the building and parking lot. The agreement shall be in a form approved by the Town Attorney and completed prior to the issuance of a building permit. The agreement shall include a reasonable fee for the use of the property.

The initial license agreement was approved by the Town Commission on September 14, 2006.

4. TERM

The term of this License shall be from December 30, 2021 to December 29, 2026 (the "Term").

This License may be extended for an additional five (5) years on the same terms and conditions, by executing a written agreement for such extension on or prior to February 1, 2026. IF LICENSEE or TOWN desires to seek such an extension, that party shall provide written notice to the other of its proposal to extend the Term no later than December 30, 2025.

5. TERMINATION

The TOWN may terminate this License for any public purpose by providing six (6) months advance written notice to LICENSEE. LICENSEE may terminate this License by providing six (6) months advance written notice to TOWN.

In the event the period for which compensation has been paid extends beyond the surrender date of the property, the TOWN shall reimburse LICENSEE that portion of the compensation paid by LICENSEE for the portion of the Term measured from the surrender date to September 30th of the year of termination.

6. SURRENDER UPON TERMINATION

Upon the conclusion of the Term or upon termination of this License, LICENSEE agrees to peaceably surrender and deliver the Premises to the TOWN and diligently apply for and

continuously pursue approval of a revised site plan and apply for approved plans for and restoration of the Property by agreement as outlined in this Section.

- 6.1 Procedure Upon Termination. In the event that either party terminates this License, or this License otherwise terminates by expiration of its Term without renewal, LICENSEE shall:
 - 6.1.1 Submit a revised site plan to the TOWN for review and approval in TOWN'S regulatory capacity within three (3) months of the earlier of: the date of termination notice or the expiration date of this License.
 - 6.1.2 Submit a restoration plan for the Premises to the TOWN for review and approval in its proprietary capacity within three (3) months of the earlier of: the date of termination notice or the expiration date of this License.
- 6.2 Code Enforcement Pending Site Plan Approval. During the approval process for the revised site plan, TOWN agrees that no code citations relative to the requirements of this License will be issued for violation of the 2006 Site Plan, provided LICENSEE is diligently pursuing the approval process. In the event LICENSEE fails to diligently pursue the approval process, or the revised site plan is denied by TOWN and no further revised site plan is provided and diligently pursued for approval by LICENSEE, this provision shall no longer be effective.
- 6.3 Surrender of Premises. LICENSEE agrees to restore and return the Premises in the condition established by the approved revised site plan and the restoration plan.
 - 6.3.1 If LICENSEE fails to diligently take action and continuously pursue actions necessary to allow for processing of a revised site plan and/or restoration plan according to the terms hereof, then the Premises shall immediately be surrendered to the TOWN, and LICENSEE shall pay the TOWN an amount representing the TOWN'S cost to complete improvements depicted on the restoration plan.
 - 6.3.2 If a certificate of occupancy is not issued for the improvements authorized by the approved revised site plan within one year of the date of the site plan application provided for in 6.1.1, then the Premises shall immediately be surrendered to the TOWN, and LICENSEE shall pay the TOWN an amount representing the TOWN'S cost to complete improvements depicted on the restoration plan. If TOWN fails to take timely action necessary for processing a proposed revised and complete site plan, thereby causing an unreasonable delay, the one year time period provided above shall be extended by the amount of any unreasonable delay.
 - 6.3.3 If the West Parcel is surrendered prior to the completion of the changes approved in a revised site plan, then LICENSEE may continue to use the south 36 feet of the west parcel for access, as shown on **Exhibit "B"** and

referred to herein as "Access Parcel" until such time as a revised site plan is approved and constructed.

- 6.3.4 Compensation for use of the Premises or the Access Parcel shall be paid prior to December 30th of each year according to the formulas set forth in Section 2.
- 6.4 If requested by LICENSEE, the Town Manager may extend the time periods and deadlines in Section 6 upon a finding that such request is reasonable, does not harm the TOWN'S interests, and is consistent with Town Commission policy and direction.
- 6.5 No Representations or Warranties. TOWN expressly makes no representations or warranties with regard to the continued use of the Premises.

Restoration of Premises Prior to Return to TOWN. The restoration plan for the Premises shall comply with all applicable building requirements, design standards and other laws and regulations of any applicable governmental authority. The restoration plan shall, at a minimum, propose to develop the Premises at physical grade with an asphalt surface for use as parking compatible with the adjacent public right of way.

The proposed plans shall be approved by TOWN in its proprietary capacity, which approval shall not be unreasonably withheld. Once approved by TOWN, LICENSEE shall submit plans for necessary and required permits for approval in accordance with all applicable laws and regulations and shall construct the restoration plan without delay. Should the restoration plan not be complete and the Premises surrendered to TOWN by the termination date, LICENSEE shall compensate TOWN according to the formula in Section 6.3.3., adjusted to include the full 23 parking meters on a pro rata basis for the time that LICENSEE remains in possession of the Premises following termination.

- 6.6 The Parties understand and agree that the covenants and representations relating to Section 6 shall survive the Term of this Agreement and continue in full force and effect as to LICENSEE'S responsibilities under this Section during all periods that LICENSEE has use or possession of the Property, including any period of time not covered by the Term of this Agreement.

7. USE OF PREMISES

- 7.1 Use Per Site Plan. LICENSEE shall use and occupy the Premises as ingress/egress, parking, walkway and related landscape areas in conjunction with the operation of the official business of the LICENSEE conducted at 276 Commercial Boulevard, Lauderdale-By-The-Sea, Florida, in a manner as approved by the TOWN site plan approval of March 28, 2006 and shall not be used for any other purpose whatsoever without the written consent of the TOWN. LICENSEE covenants that it will not, without written consent of the TOWN, permit the Premises to be used or occupied

in any manner by any other person, firm, entity or corporation other than LICENSEE or its agents, except customers of LICENSEE'S business.

- 7.2 No Nuisance, Waste or Hazards. LICENSEE further covenants that no nuisance or hazardous trade or occupation shall be permitted and nothing shall be kept in or about said Premises that will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said Premises. LICENSEE shall not permit the licensed Premises to be used or occupied in any manner that will violate any laws or regulations of any governmental authority.
- 7.3 Enforcement. LICENSEE further acknowledges that TOWN shall not provide any parking enforcement of the Premises or LICENSEE'S property where vehicles are legally parked within the confines of a visually-delineated parking space. LICENSEE acknowledges that any vehicle parked legally at the Premises shall not be disturbed by LICENSEE. Nothing contained herein shall prohibit LICENSEE from removal of vehicles parked on LICENSEE'S property.
- 7.4 Representations. LICENSEE acknowledges TOWN makes no representations as to the permissibility of LICENSEE'S use of the Premises, which may be limited within the conveyance of the Premises to TOWN.
- 7.5 Vehicle Stacking.

7.5.1. LICENSEE agrees to control at all times the stacking of vehicles on West Tradewinds Avenue and on the Premises so that the traffic lanes on Commercial Boulevard are never blocked or impeded, nor cause to block or impede the ability of eastbound traffic to turn southbound onto West Tradewinds.

7.5.2. In the event LICENSEE fails to meet the requirements of Section 7.5.1. in the TOWN Police Department's sole but reasonable opinion, the TOWN may direct, on a temporary or permanent basis, that LICENSEE, and LICENSEE hereby agrees it shall, move the valet intake to the south driveway and exit from the north driveway of the West Parcel. Failure to move the valet intake within 14 days from that date the TOWN directs such move as determined in the sole but reasonable discretion of the TOWN Manager shall result in a fine of \$100 per day of violation, and possible loss of the non-exclusive right, license, and privilege to use of TOWN's property.

7.5.3. TOWN may direct further movement of the valet intake, as needed, if, in the TOWN Police Department's sole but reasonable opinion, violations of Section 7.5.1. continue after LICENSEE'S movement of the valet intake to the south driveway. LICENSEE agrees, and has no objection, to TOWN's further movement of valet intake as needed to satisfy Section 7.5.1. Failure to further move valet intake, within 14 days from date the TOWN directs such further move as determined in the sole but reasonable discretion of the TOWN Manager, shall result

in a fine of \$100 dollar per day of violation, and possible loss of the non-exclusive right, license, and privilege to use of TOWN's property.

Notwithstanding any of the foregoing to the contrary, so long as LICENSEE cooperates and continues to comply with the TOWN requests to adjust the valet operation, such privilege will not be revoked. Further, a temporary issue, such as the annual holiday boat parade, will not be considered a violation of this provision.

8. TRAFFIC IMPROVEMENTS

TOWN is currently designing planned streetscape improvements affecting Commercial Boulevard and the adjacent TOWN properties from the Intracoastal Waterway Bridge east to Seagrape Avenue. TOWN is also contemplating future traffic improvements, which may include the closure of the left turn access from the west-bound lane of East Commercial Boulevard to southbound West Tradewinds Avenue through the Premises, as part of the TOWN'S overall traffic-calming improvements. LICENSEE agrees to, and has no objection to, the proposed closure. TOWN may represent LICENSEE'S position to the Florida Department of Transportation. LICENSEE will provide whatever supporting documentation of its position may be requested by TOWN as part of the planning and permitting process for such future improvements.

9. ASSIGNMENT

LICENSEE shall have no authority to assign this Agreement, License, or any portion of the Premises during the Term of this Agreement. Should LICENSEE attempt to assign this license, the license shall be terminated automatically without prior notice to LICENSEE.

10. DAMAGE TO PREMISES

LICENSEE agrees that LICENSEE is responsible for all personal property, inventory, or stock placed on the Premises and such is placed on the Premises at the risk of LICENSEE. LICENSEE hereby releases TOWN from any liability for any such property. LICENSEE shall give the TOWN prompt written notice of any occurrence, loss, incident or accident occurring on the Premises.

11. INSPECTIONS

TOWN, its agents, or authorized employees may enter upon the Premises at all reasonable times and hours, to examine same to determine if LICENSEE is properly maintaining the Premises in accordance with this Agreement.

12. INDEMNIFICATION

LICENSEE shall indemnify, hold harmless and defend the TOWN, its elected and appointed officials, agents, servants and employees from and against any claim, demand, liability, or cause of action of whatsoever kind or nature arising out of LICENSEE'S use of the Premises or arising from this Agreement or LICENSEE'S acts or failure to act hereunder, including for, but not limited to, damages or injury (including death) to persons or property, judgments and attorneys' fees. TOWN retains approval rights over the choice of legal counsel and of litigation strategy in relation to LICENSEE'S duty to defend.

Notwithstanding the foregoing, LICENSEE does not indemnify, hold harmless or defend TOWN for claims, demands, liabilities or causes of action ("Claims") arising from the underlying title

documents to the Property. However, LICENSEE agrees it will not take an adverse position to TOWN and will cooperate in TOWN'S defense of such Claims.

The Parties understand and agree that the covenants and representations relating to this indemnification provision: (i) shall survive the Term of this Agreement and continue in full force and effect as to LICENSEE'S responsibilities under this paragraph, and (ii) have been and are continuously in effect during all periods that LICENSEE has use or possession of the Property, including any period of time not covered by the Term of this Agreement or any prior agreement between the Parties. 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.

13. INSURANCE

The Parties hereby acknowledge that LICENSEE shall pay for and obtain all insurance required under this paragraph and such insurance has been approved by the Finance Director of the TOWN.

13.1 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the TOWN prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled without at least forty-five days (45) prior written notice being given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide," published by A.M. Best Guide.

13.2 Insurance shall be in force until the termination of this License. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the LICENSEE shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The LICENSEE shall not utilize the Premises pursuant to this License unless and until all required insurance remains in full force and effect.

13.3 Commercial General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate

LICENSEE shall have its insurer name the TOWN as an additional insured on its General Liability policy.

13.4 The Parties understand and agree that the covenants and representations relating to Section 13 shall survive the Term of this Agreement and continue in full force and effect as to LICENSEE'S responsibilities under this Section during all periods that LICENSEE has use or

possession of the Property, including any period of time not covered by the Term of this Agreement.

14 MAINTENANCE OF LICENSED PREMISES AND UTILITIES

The LICENSEE agrees to maintain the Premises and all personal property placed thereon in accordance with the terms and conditions of this Agreement and consistent with prudent and well-reasoned maintenance procedures and techniques. The LICENSEE agrees to pay as and when due all taxes of any nature that may become due by virtue of this Agreement or related to the Premises or LICENSEE'S use of the Premises.

15 AMENDMENTS

It is agreed that no modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

16 WAIVER

Failure of the TOWN to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver of any such covenant, condition or right, but the same shall remain in full force and effect.

17 INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the LICENSEE is an independent contractor under this Agreement and not the TOWN'S employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The LICENSEE shall retain sole and absolute discretion in the judgment of the manner and means of carrying out LICENSEE'S activities and responsibilities hereunder. The LICENSEE agrees that it is a separate and independent enterprise from the TOWN, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to utilize the rights granted hereunder. This Agreement shall not be construed as creating any joint employment relationship between the LICENSEE and the TOWN and the TOWN will not be liable for any obligation incurred by LICENSEE, including but not limited to unpaid minimum wages and/or overtime premiums.

18 NOTICES

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, the LICENSEE and the TOWN designate the following as the respective places for giving of notice:

TOWN: Town Manager

4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Telephone No.: (954) 640-4200
Facsimile No.: (954) 776-1857

COPY TO: Town Attorney
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Telephone No.: (954) 640-4200
Facsimile No.: (954) 776-1857

LICENSEE: General Counsel
Benihana Inc.
8750 N.W. 36th Street, Suite 300
Miami, FL 33178
Telephone No.: (305) 593-0770
Facsimile No.: (305) 592-6371

19 BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20 LAWS AND ORDINANCES

The LICENSEE agrees to observe all laws and ordinances of the TOWN, state, federal, local or other public agencies directly relating to the operations being conducted on the Premises. 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. 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.

21 SEVERABILITY

If any provision of this Agreement or 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.

22 INTERPRETATION

It is agreed between the Parties that neither Party shall be deemed as the drafter of this Agreement, both Parties having the benefit of advice by their respective counsel.

23 GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

24 **ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between the TOWN and the LICENSEE and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS OF THE FOREGOING, the Parties have set their bands and seals the day and year first written above.

ATTEST:

TOWN OF LAUDERDALE-BY-THE-SEA

Town Clerk

Mayor

APPROVED AS TO FORM:

Town Attorney

WITNESSES:

BENIHANA INC.

[Signature]
Signature
Cance R H
Print Name

By: [Signature]

Print Name:
Nicole Thau

[Signature]
Signature
Thomas MacBilivray
Print Name

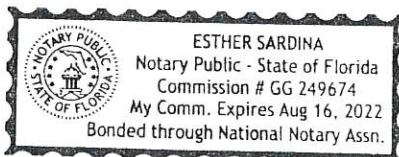
STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☐ online or ☒ in person, Nicole Thau of BENIHANA INC., a Florida corporation, and acknowledged executed the foregoing License as the proper official of BENIHANA for the use and purposes mentioned in it and that the instrument is the act and deed of that corporation

☒ SHe is personally know to me; or
☐ has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 7th day of December, 2021.

My commission expires:



[Signature]
NOTARY PUBLIC

Exhibit 'A'

Area of property included in license.

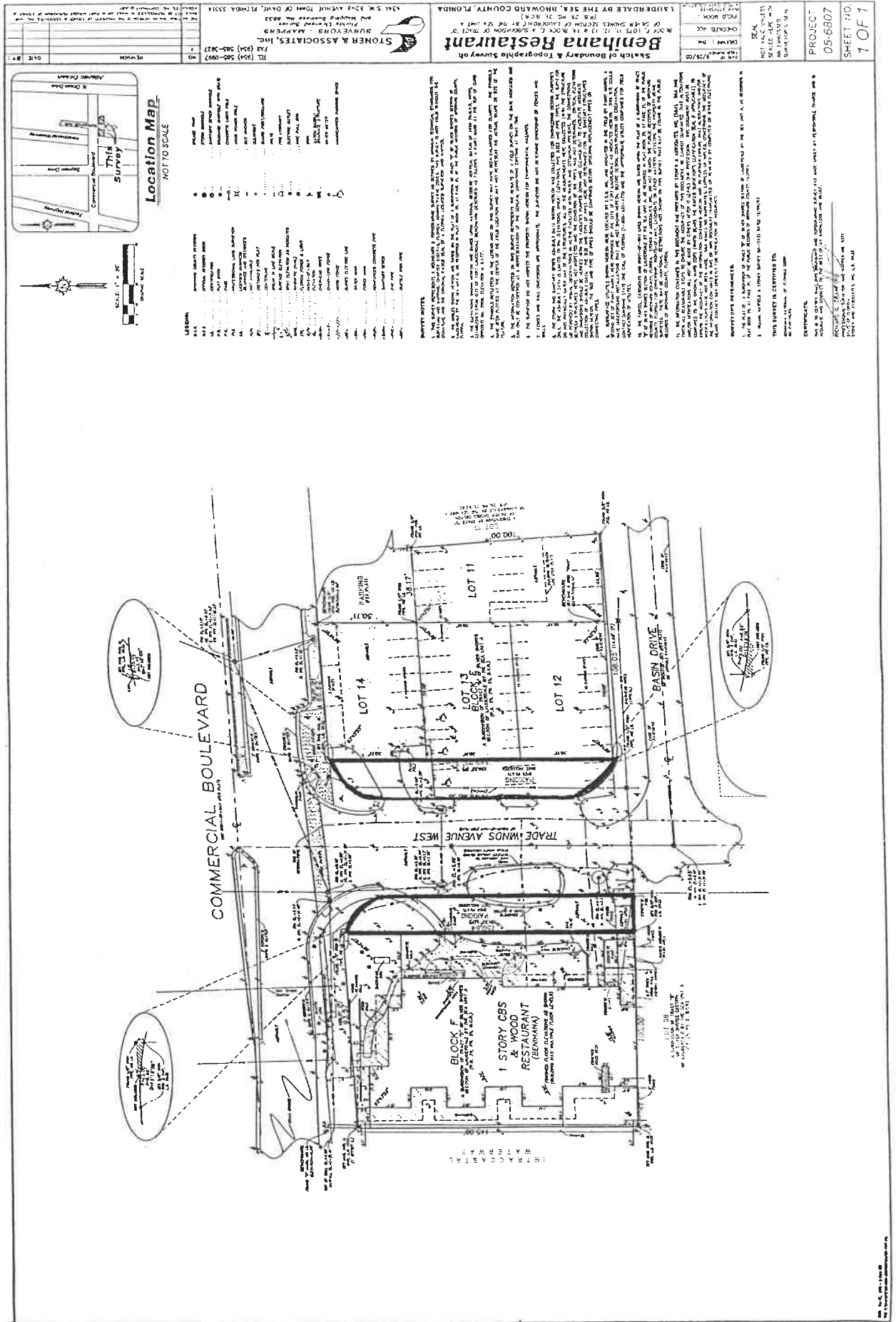


Exhibit "B"

Access Parcel



TECHNICAL MEMORANDUM

DATE: August 10, 2021

Revised – October 13, 2021

TO: Ken Rubach

Director of Public Works

Town of Lauderdale-By-The-Sea

FROM: Baxter & Woodman

Colin P. McGovern

Joshua S. Harris, P.E., PTOE

SUBJECT: Lauderdale-By-The-Sea, Florida

Commercial Boulevard at W. Tradewinds Avenue Intersection Study

Introduction

Commercial Boulevard (FL-870) is a four lane divided roadway that serves the Town of Lauderdale-By-The-Sea and spans the Intercoastal Waterway connecting the town's Atlantic Coastline attractions and merchants to the neighboring communities of Broward County, Florida and Interstate 95.

Commercial Boulevard runs east and west and has one through lane and one shared through/right-turn lane on both approaches with a left turn lane, bike lanes, and parking lanes on its eastern approach. Commercial Boulevard is classified as a minor arterial road and has a 35 mile per hour (mph) speed limit for eastbound traffic west of W. Tradewinds Avenue, and a 30 mph speed limit for westbound traffic throughout the project and eastbound east of W. Tradewinds Avenue. The annual average daily traffic (AADT) of Commercial Boulevard is 41,500 vehicles per day.

W. Tradewinds Avenue runs north and south and has one right-turn lane on both approaches. Through and left-turn movements on W. Tradewinds Avenue are restricted. W. Tradewinds Avenue is classified as a local road and has a 25 mph area speed limit on its northern approach and no posted speed limit on its southern approach.

The intersection of Commercial Boulevard and W. Tradewinds Avenue is a two-way stop controlled intersection with stop signs on the northern and southern approaches. Overhead street lights illuminate the intersection on all approaches.

A Benihana restaurant is located along the west side of W. Tradewinds Avenue and south of Commercial Boulevard. Patrons access the restaurant using a valet service, where the customer enters the restaurant's northern driveway and stops at the valet stand in the middle of the driveway. To park the vehicle, the valet drives the customer's vehicle to the restaurant's southern driveway and crosses W. Tradewinds Avenue to enter the parking lot on the east side of W. Tradewinds Avenue.

The parking lot has an estimated 52 marked parking stalls. To exit, the customer drives to the southern exit.

A mid-block pedestrian crossing is located on Commercial Boulevard between W. Tradewinds Avenue and E. Tradewinds Avenue. The crossing has Rectangular Rapid Flashing Beacons (RRFB) with warning signs, pavement markings, and a median to provide a refuge island for pedestrians crossing.

The southern commercial parking lot located on the south side of Commercial Boulevard between W. Tradewinds Avenue and E. Tradewinds Avenue has right turn only access off Commercial Boulevard with a one lane one-way entrance approximately 125 feet west of E. Tradewinds Avenue and a one lane one-way exit approximately 110 feet east of W. Tradewinds Avenue. The parking lot traffic flows one-way between the entrance, exit, and angled parking.

The Town of Lauderdale-By-The-Sea received concerns and inquiries about vehicular traffic movements from westbound Commercial Boulevard to southbound W. Tradewinds Avenue and the speed limit for eastbound traffic crossing the bridge; access to the Benihana restaurant located on the west side of W. Tradewinds Avenue south of Commercial Boulevard; access to the southern commercial lot between W. Tradewinds Avenue and E. Tradewinds Avenue; and pedestrian movements across Commercial Boulevard at the mid-block crossing. The Town of Lauderdale-By-The-Sea requested a review of these three locations.

The purpose of this memorandum is to present the data collected and provide recommendations of the Commercial Boulevard and W. Tradewinds Avenue intersection, access to the Benihana restaurant on the west side of W. Tradewinds Avenue south of Commercial Boulevard, speed limit for eastbound traffic crossing the bridge, access to the southern commercial lot between W. Tradewinds Avenue and E. Tradewinds Avenue, and Commercial Boulevard mid-block crossing between W. Tradewinds Avenue and E. Tradewinds Avenue.

Methods and Procedures

Prior to completing the intersection analysis, Baxter & Woodman conducted traffic, crash history, and as-built plan data collection. The Florida Department of Transportation (FDOT) publishes on their website and provides by request traffic data, crash history data, and as-built plans from previous roadway and utility projects along FDOT roadways. The five year crash data from 2016 to 2020 was requested. FDOT and the Town of Lauderdale-By-The-Sea provided as-built plans from a 1995 Commercial Boulevard roadway, utility, signalization, and lighting project that Baxter & Woodman used to obtain existing roadway characteristics.

With the collected data, Baxter & Woodman conducted sight distance analyses for the intersection of Commercial Boulevard and W. Tradewinds Avenue and the southern commercial lot access. The intersection and stopping sight distance analyses followed the FDOT Design Manual FDM Chapter 210.11.1 (Stopping Sight Distance), FDM Chapter 212.14 (Auxiliary Lanes), and FDM Chapter 212.11 (Clear Sight Triangles) using existing roadway design speeds (speed limit plus 5 mph) and roadway grades. Intersection sight distance reviews the length a driver perceives as enough to perform necessary actions to negotiate the intersection safely. Stopping sight distance reviews the length a driver perceives as enough to stop or maneuver their vehicle before reaching an obstruction on the roadway. The roadway classifications dictate the design vehicle. Commercial Boulevard and

commercial parking lot access movements have an SU-30 design vehicle (i.e. Parcel Delivery Truck) and W. Tradewinds Avenue has a passenger design vehicle.

Turning movement analyses were completed using MicroStation AutoTURN software for the intersection of Commercial Boulevard and W. Tradewinds Avenue and the commercial access. An SU-design vehicle was used for Commercial Boulevard turning movement analyses due to the residential and commercial land uses surrounding these roadways.

The crash history data were reviewed to find crash concentrations and trends.

The Benihana restaurant valet access and parking agreement with the Town of Lauderdale-By-The Sea were reviewed. A passenger vehicle and a 5-foot headway gap was used to determine the number of vehicles that could stack in the surrounding area for the existing and four valet service alternatives.

Sign characteristics, including type, location, and content, were reviewed at each location according to the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD, published by the Federal Highway Administration (FHWA), defines the standards to install and maintain traffic control devices on public streets, highways, bikeways, and private road open to public travel.

Analysis

Commercial Boulevard & W. Tradewinds Avenue Intersection

Intersection and stopping clear sight lines found on Exhibits A-1 and A-2, indicate the northbound W. Tradewinds Avenue right turn on to eastbound Commercial Boulevard vehicle movement does not have adequate intersection clear sight distance. The sight lines (blue) are obstructed by vegetation located in the southwest parkway extending from the intersection 100 feet west to the Intercoastal Waterway. All other vehicle movements at this intersection were found to have adequate clear sight distance. Commercial Boulevard was found to have adequate stopping sight distance in both directions at the W. Tradewinds intersection.

An SU-30 vehicle can complete all existing permitted turning movements without encroachment over lane delineators or edge of pavement lines at the intersection of Commercial Boulevard and W. Tradewinds Avenue. The AutoTURN analyses can be found on Exhibit B-1 and D-1.

In the five years studied at this location, there were nineteen (19) reported collisions between the years of 2016 and 2020. The crash types include: Angle (6, 32%), Front to Rear (7, 37%), Sideswipe (3, 16%), Rear to Side (1, 5%), and other/unknown (2, 11%). There were eighteen (18, 95%) crashes on dry pavement and one (1, 5%) on wet pavement. Of the nineteen (19) crashes, twelve (12, 63%) occurred during daylight, one (1, 5%) occurred during dusk, and six (6, 32%) occurred during darkness under street lighted conditions. Of the nineteen (19) crashes, eleven (11, 58%) reported injuries and eight (8, 42%) reported property damage only (PDO). There were no fatal crashes at this location. A crash diagram for this location is provided on Exhibit C-1. The five year data trended high in the number of crashes of types "Angle" and "Front to Rear." Of the nineteen (19) collisions studied, eight (8, 42%) crashes were intersection related. Hesitation through the turning movement of eastbound right turning drivers has been noted.

Valet Access for Benihana Restaurant

A vehicle stacking clause is included in the parking agreement between the Town and the Benihana restaurant that states the Town can require the access to the restaurant be changed from entry at the northern driveway to entry at the southern driveway.

The existing Benihana restaurant access allows one lane of vehicles to enter the northern driveway and exit the southern. The valet stand is located in the center of the driveway allowing storage of three (3) vehicles within the driveway. Two (2) additional vehicles can stack beyond the valet stand if needed. If more than five (5) vehicles are trying to access the driveway, vehicles queue onto W. Tradewinds Avenue. W. Tradewinds Avenue provides enough storage for two (2) vehicles. Any additional vehicles would result in the storage spilling over onto Commercial Boulevard. Refer to Exhibit F-0.

A number of alternatives have been reviewed for the drop off and valet parking access for the restaurant:

Alternative 1 reviewed moving the valet stand to the southern portion of the driveway and striping the driveway for two lanes. These improvements provide a total storage of eight (8) vehicles within the driveway. If more than eight (8) vehicles are trying to access the driveway, vehicles queue onto W. Tradewinds Avenue. W. Tradewinds Avenue provides enough storage for two (2) vehicles. Any additional vehicles would require the storage on Commercial Boulevard. Refer to Exhibit F-1.

Alternative 2 reviewed changing the access to the restaurant from the northern driveway to the southern driveway, moving the valet stand to the northern portion of the driveway, striping the driveway for two lanes, and switching the access and exit of the parking lot to have cars enter the north and exit the south. These improvements provide a total storage of eight (8) vehicles within the driveway. If more than eight (8) vehicles are trying to access the driveway, vehicles queue onto W. Tradewinds Avenue. W. Tradewinds Avenue provides enough storage for five (5) vehicles. Any additional vehicles would require the storage on Commercial Boulevard. A possible gridlock may occur if more than three (3) vehicles are stored on W. Tradewinds Avenue. Refer to Exhibit F-2.

Alternative 3 reviewed moving the valet stand to the parking lot on the east side of W. Tradewinds Avenue and adding a special valet stand for disabled customers and weather events at the awning. Vehicles would access the standard valet stand on the southern parking lot entrance. These improvements provide a total storage of four (4) vehicles within the parking lot. If more than four (4) vehicles are trying to access the parking lot, vehicles queue onto W. Tradewinds Avenue. W. Tradewinds Avenue provides enough storage for five vehicles. Any additional vehicles would require the storage on Commercial Boulevard. A possible gridlock may occur if more than three (3) vehicles are stored on W. Tradewinds Avenue. Alternative 3 requires pedestrians to cross W. Tradewinds Road to access the restaurant after exiting their vehicle. Refer to Exhibit F-3.

Alternative 4 reviews closing W. Tradewinds Road from Commercial Boulevard to the northern driveway, changing the access to the restaurant from the northern driveway to the southern driveway, striping the driveway for two lanes, and switching the access and exit of the parking lot to have cars enter the north and exit the south. These improvements provide a total storage of eight (8) vehicles within the driveway. If more than eight (8) vehicles are trying to access the driveway, vehicles queue onto W. Tradewinds Avenue and Basin Drive. W. Tradewinds Avenue provides storage for one (1) vehicle. Any additional vehicles would require the storage on Basin Drive, which can provide storage for twenty-four (24) vehicles. This alternative would restrict other traffic, in

addition to those going to the restaurant, including residents to the south and therefore, may not be popular. The temporary road closure would require temporary road closure permits and coordination for traffic control with the FDOT and Broward County Sheriff's office. Refer to Exhibit F-4.

Table 1 shows a summary of the storage capabilities for each alternative. Vehicle storage for each alternative related to the Benihana restaurant access are displayed on Exhibits F-0 through F-4.

Table 1. Benihana Restaurant Storage Summary

Scenario	Driveway Storage	W. Tradewinds Avenue Storage	Spillover Location	Gridlock Possible
Existing	5 vehicles with 2 vehicles beyond the valet stand	2 vehicles	After 7 stored vehicles, vehicles spillover onto Commercial Boulevard	No
Alternative 1	8 vehicles	2 vehicles	After 10 stored vehicles, vehicles spillover onto Commercial Boulevard	No
Alternative 2	8 vehicles	5 vehicles	After 13 stored vehicles, vehicles spillover onto Commercial Boulevard	On W. Tradewinds Avenue after 11 stored vehicles
Alternative 3	5 vehicles for only disabled customers	5 vehicles	After 9 stored vehicles, vehicles spillover onto Commercial Boulevard	No
Alternative 4	5 vehicles with 3 vehicles beyond the valet stand	1 vehicle	After 9 stored vehicles, vehicles spillover onto Basin Drive	No

Commercial Parking Lot Access

This modification to the traffic pattern would require the addition of a left turn lane within Commercial Boulevard at this location and requires the parking lot to switch its one-way orientation. This new orientation would not have a clear sight line due to parked vehicles on Commercial Boulevard. The placement of this turn lane would conflict with queuing at the W. Tradewinds Avenue left turn and force motorists making either turn movement to use the same turn lane causing driver confusion and addition of conflict points. The new left turn lane does not have a clear sight line for its movement into the parking lot as it is obstructed by queued vehicles for the left turn at W. Tradewinds Avenue. The new left turn lane would not meet FDOT standards for length due to the mid-block crossing and left turn lane at E. Tradewinds Avenue. The new left turn lane would have a 50-foot taper length and 75-foot storage length if the left turn lane was removed to W. Tradewinds Avenue. This design does not meet FDOT standards for median single left turn lanes, which requires a total length of 245 feet in urban conditions. Sight lines, geometry, and vehicle movements related to the commercial access are displayed on Exhibit D-1.

Mid-Block Crossing

The two nearest intersections to the existing location of the mid-block crossing are Commercial Boulevard with W. Tradewinds Avenue and E. Tradewinds Avenue. These are two-way stop

controlled intersections with free flow traffic on Commercial Boulevard with no pedestrian crosswalk crossing Commercial Boulevard. To the east, the nearest safe location for pedestrians to cross is at Sea Grape Drive (approximately 750 feet east). To the west, the nearest safe location for pedestrians to cross is at Bayview Drive (approximately 1,900 feet west). The crossing is located at mid-block and crosses two lanes of traffic at a time since a median provides a pedestrian refuge island. Commercial Boulevard has an AADT of 41,500 vehicles per day and the crash data analysis found four reported incidents potentially related to pedestrians at the mid-block crossing. Crash locations and information are displayed on Exhibit C-1. Existing traffic control devices relating to the mid-block crossing are within accordance to the MUTCD.

Recommendations & Conclusions

Commercial Boulevard & W. Tradewinds Avenue Intersection

Baxter & Woodman recommends the vegetation located along Commercial Boulevard at the southwest corner of the intersection of Commercial Boulevard and W. Tradewinds Avenue be cleared in order to create a clear sight line for the right turning movement from northbound W. Tradewinds Avenue to eastbound Commercial Boulevard.

To reduce northbound to westbound left turn movements, Baxter & Woodman recommends lane delineators between the westbound left and through lanes and extending the median by reducing the median nose radius. See Exhibit B-1 for approximate median and lane delineator locations and Table E-1 for a budgetary cost estimate for the proposed improvements. If northbound to westbound left turn movements persist, we recommend reviewing an offset left turn lane. Baxter & Woodman also recommends additional police presence and enforcement at the intersection of Commercial Boulevard and W. Tradewinds Avenue to minimize vehicles making prohibited left turns on to Commercial Boulevard.

West of the bridge at NE 51st Street for westbound traffic and Bayview Drive for eastbound traffic, 35 mph speed limits are posted on Commercial Boulevard. East of the bridge at E. Tradewinds Avenue for westbound traffic and W. Tradewinds Avenue for eastbound traffic, 30 mph speed limits are posted. Therefore, the bridge section of Commercial Boulevard from Dupont Boulevard to the W. Tradewinds Avenue has a 35 mph speed limit eastbound and 30 mph speed limit westbound. Due to the posted speed limit inconsistencies and Town safety concerns, B&W recommends a speed study be completed for the bridge section of Commercial Boulevard to determine what speed across the bridge section should be posted that will provide consistent intersections that drivers would expect within the Town limits. A 30 mph speed limit in both directions would decrease the sight distance required for turning vehicles at the intersection and reduce the chance for severe crashes, thereby increasing safety.

Valet Access for Benihana Restaurant

Baxter & Woodman recommends changing the access to the Benihana restaurant to Alternative 2 for typical days and Alternative 4 for a temporary basis during local, large community events. Alternative 2 provides the highest vehicle storage and reduces the chance for a spillover onto Commercial Avenue. The requirement for this configuration is already included in the existing parking agreement and does not require the driver to cross Tradewinds Avenue after dropping the car with the valet. Alternative 4 moves queueing traffic spillovers from Commercial Boulevard, an FDOT road with an AADT of 41,500 vehicles per day, to Basin Drive, a residential road. These recommendations would

provide reduce traffic conflicts and reduce the speed of potential conflicts, thereby increasing the safety in the area.

Commercial Parking Lot Access

Baxter & Woodman does not recommend the addition of a left turn lane on Commercial Boulevard into the southern commercial lot due to it not meeting FDOT standards for turn lanes and clear sight and it creating vehicle conflicts with left turn lane to W. Tradewinds Avenue. If the turn lane to W. Tradewinds Avenue was removed, FDOT standards would not be met. To provide a turn lane that meets FDOT standards, the mid-block crossing, and the E. Tradewinds left turn lane need to be removed.

Mid-Block Crossing

Baxter & Woodman recommends the mid-block crossing remain at its existing location. Closing this pedestrian crossing location will create barrier for pedestrian traffic to access the commercial properties in the area.

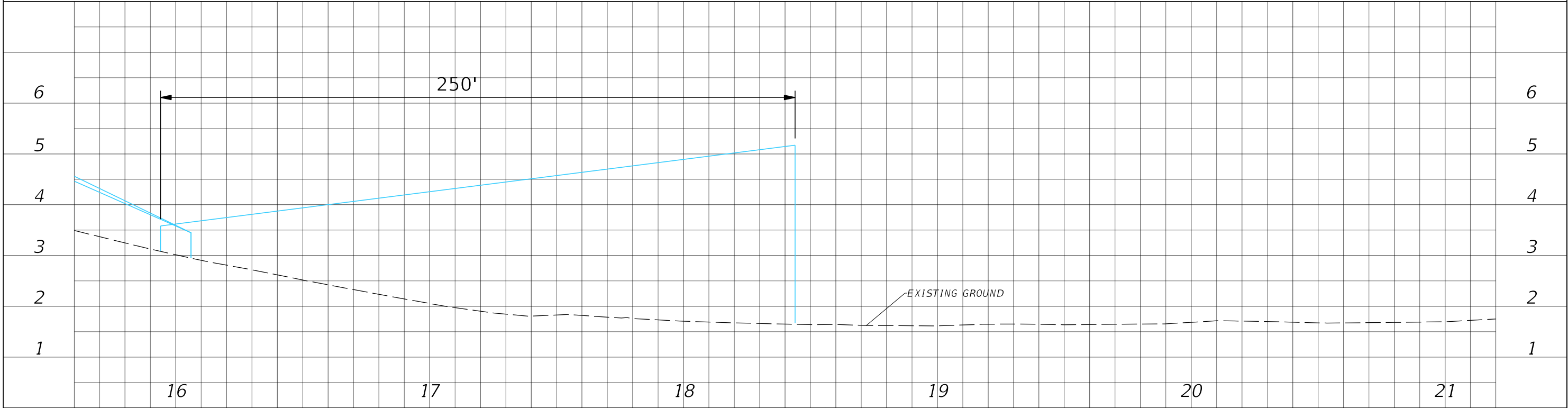
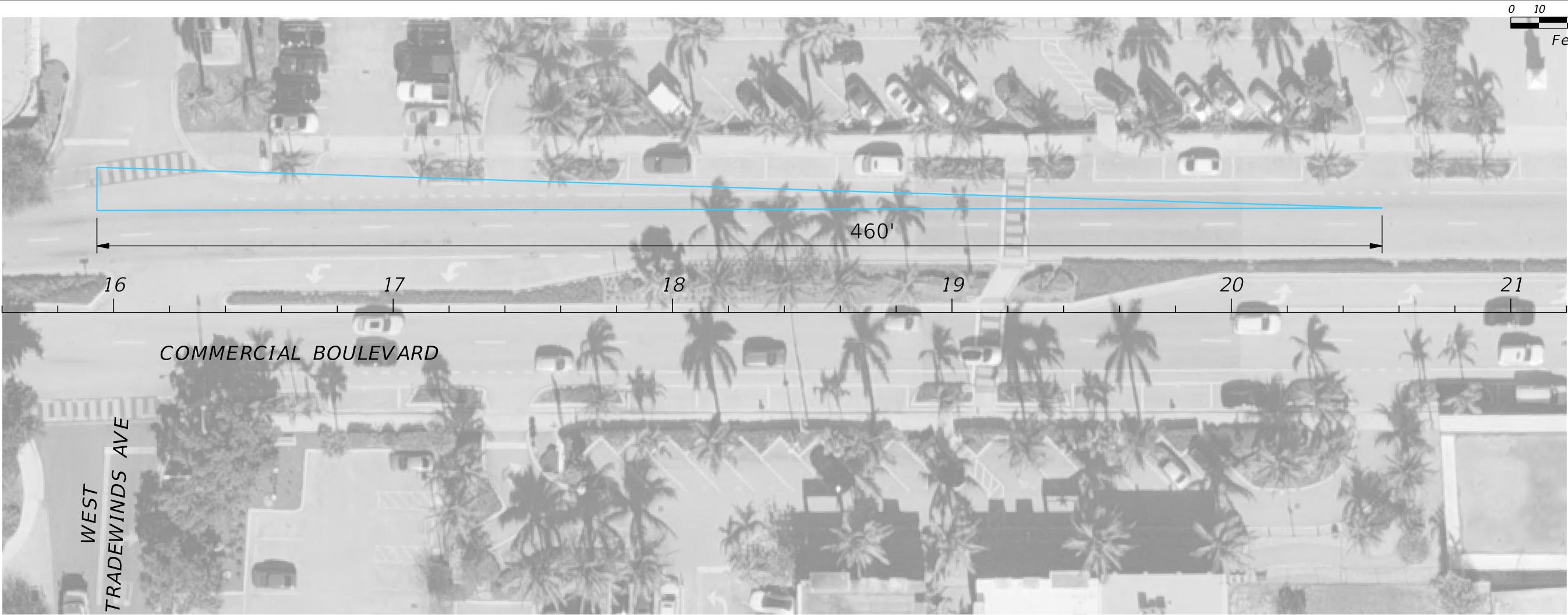
The center median provides a pedestrian refuge island therefore making this a safe and feasible pedestrian crossing. We also recommend additional signage conforming to MUTCD to increase pedestrian safety at the mid-block crossing as summarized below.

Baxter & Woodman recommends the following signs to be added to relative locations along Commercial Boulevard to increase motorist awareness and increase safety.

- MUTCD W3-6: Drawbridge – To be placed in decorative median and island adjacent to westbound lanes 500 feet east of W. Tradewinds intersection.
- MUTCD W3-4: Be Prepared to Stop – To be placed in decorative median and island adjacent to westbound lanes 500 feet east of W. Tradewinds intersection and in decorative median and island adjacent to eastbound lanes 100 feet east of W. Tradewinds intersection.
- MUTCD W11-2: Pedestrian Crossing with W16-9P: Ahead – To be placed in decorative median and island adjacent to eastbound & westbound lanes 130 feet ahead of mid-block crossing.

Appendices

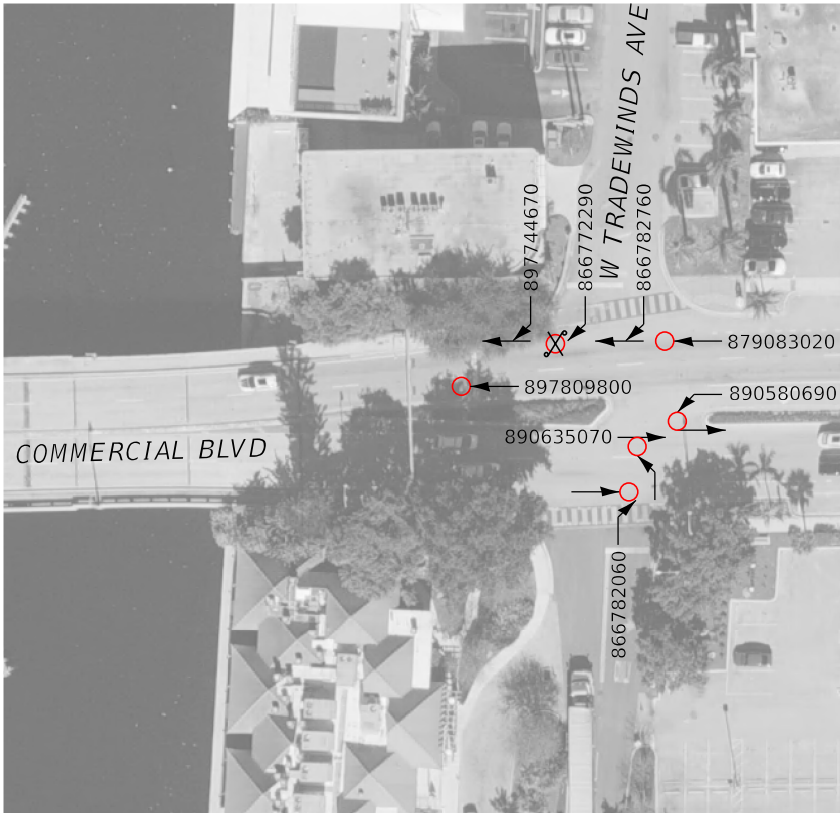
Exhibit A	Sight Distance Analysis Exhibits
Exhibit B	Turning Movements Exhibit
Exhibit C	Crash Diagram Exhibit
Exhibit D	Commercial Access Exhibit
Table E	Budgetary Cost Estimate for Median Modifications
Exhibit F	Benihana Restaurant Access and Vehicle Storage Exhibits



REVISIONS				BAXTER & WOODMAN Consulting Engineers	LAUDERDALE-BY-THE-SEA		EXHIBIT A-2 SIGHT DISTANCE ANALYSIS	SHEET NO. A-2
DATE	DESCRIPTION	DATE	DESCRIPTION		B&W PROJECT NO.	LBTST PROJECT NO.		
					210640	COMMERCIAL BLVD. IMPROVEMENTS		



REVISIONS				BAXTER & WOODMAN Consulting Engineers	LAUDERDALE-BY-THE-SEA		EXHIBIT B-1 TURNING MOVEMENT ANALYSIS	SHEET NO. B-1
DATE	DESCRIPTION	DATE	DESCRIPTION		B&W PROJECT NO.	LBTST PROJECT NO.		
					210640	COMMERCIAL BLVD. IMPROVEMENTS		



MATCHLINE SEE BELOW LEFT

→ STRAIGHT

↙ LEFT TURN

↘ RIGHT TURN

⊢ STOPPED

▢ PARKED

LEGEND

□ FIXED OBJECT

○ INJURY

× PEDESTRIAN

⊗ BICYCLE

02080

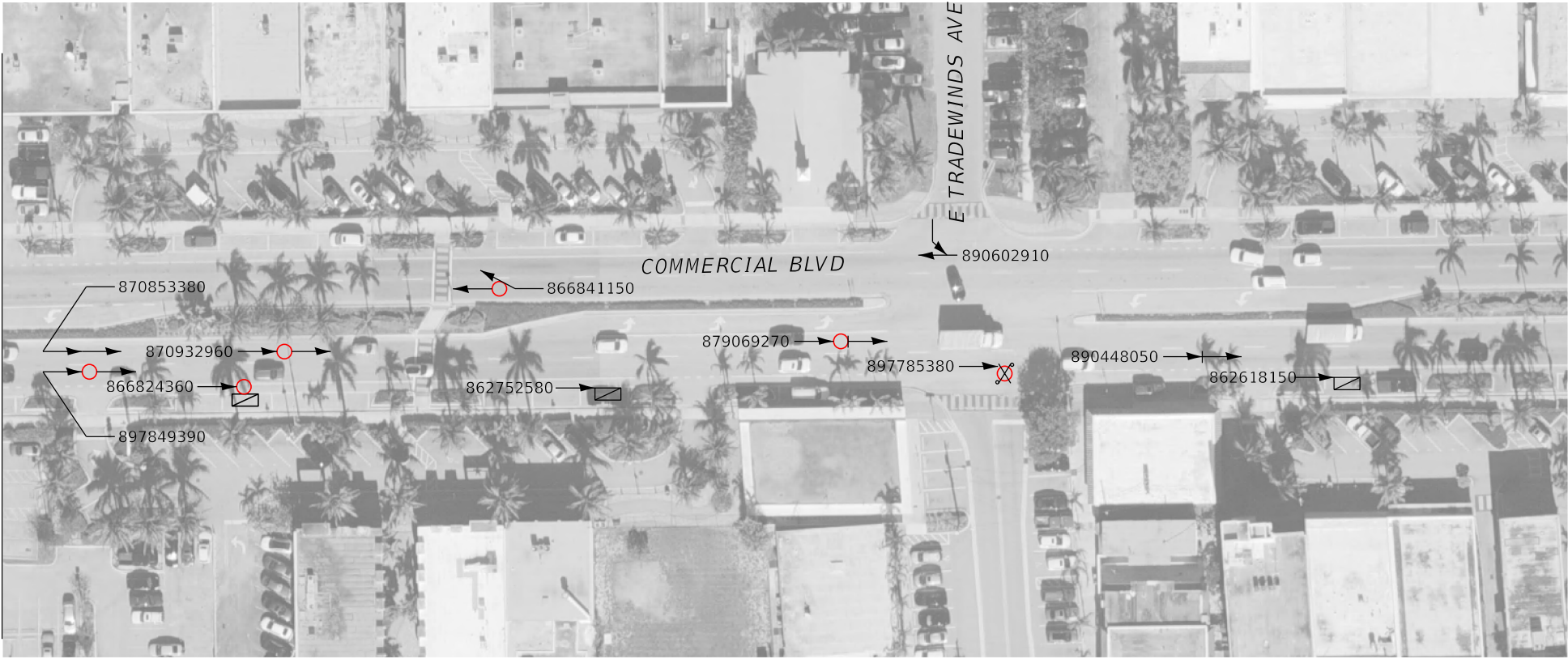
Feet

↑

N

Commercial Boulevard at Tradewinds Avenue - Crash Data (2015-2020)						
Case ID Number	Date	Collision Type	Weather	Lighting	Surface Conditions	Severity
866772290	1/27/2017	Angle	Clear	Daylight	Dry	Injury
866782060	2/4/2017	Angle	Clear	Dusk	Dry	Injury
866782760	2/10/2017	Angle	Clear	Dark-Lighte d	Dry	PDO
879083020	12/6/2018	Unknown	Clear	Daylight	Dry	Injury
890580690	8/29/2019	Front to Rear	Clear	Dark-Lighte d	Dry	Injury
897744670	2/12/2020	Angle	Clear	Daylight	Dry	PDO
897809800	6/28/2020	Sideswipe, Same Direction	Clear	Dark-Lighte d	Dry	Injury
870853380	9/1/2017	Front to Rear	Clear	Dark-Lighte d	Dry	PDO
897849390	9/16/2020	Front to Rear	Clear	Daylight	Dry	Injury
866824360	4/8/2017	Sideswipe, Same Direction	Cloudy	Daylight	Dry	Injury
862618150	2/1/2016	Other	Rain	Daylight	Wet	PDO
866841150	5/3/2017	Rear to Side	Clear	Daylight	Dry	Injury
862752580	8/19/2016	Front to Rear	Clear	Daylight	Dry	PDO
890448050	2/15/2019	Front to Rear	Clear	Dark-Lighte d	Dry	PDO
870932960	12/26/2017	Front to Rear	Clear	Daylight	Dry	Injury
879069270	11/14/2018	Front to Rear	Clear	Daylight	Dry	Injury
890602910	10/2/2019	Angle	Clear	Daylight	Dry	PDO
890635070	11/16/2019	Angle	Clear	Dark-Lighte d	Dry	Injury
897785380	5/5/2020	Sideswipe, Same Direction	Clear	Daylight	Dry	PDO

MATCHLINE SEE ABOVE RIGHT



REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

BAXTER

WOODMAN

Consulting Engineers

LAUDERDALE-BY-THE-SEA

B&W PROJECT NO.	COMMERCIAL BLVD. IMPROVEMENTS	LBTST PROJECT NO.
210640		

EXHIBIT C-1

CRASH DIAGRAM

SHEET NO.

C-1

F:\corp\baxwood.com\projects\Azure\LBTST\210640-Intersection Study\CAD\Exhibits\210640_SHT_C_Crash.dgn

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAXTER & WOODMAN
Consulting Engineers

LAUDERDALE-BY-THE-SEA		
B&W PROJECT NO.	COMMERCIAL BLVD. IMPROVEMENTS	LBTST PROJECT NO.
210640		

EXHIBIT D-1

COMMERCIAL ACCESS ANALYSIS

SHEET NO.
D-1

Table E-1

Lauderdale-By-The Sea**Commercial Blvd at W. Tradewinds Ave****Budgetary Cost Estimate for Median Modifications**

7/20/2021

Item	Quantity	Unit	Unit Cost	Total Cost
Lane Delineator	15	EA	\$ 80.00	\$ 1,200.00
Curb Removal/Pvmnt Repair	1	LS	\$ 1,000.00	\$ 1,000.00
Concrete Curb & Gutter, Type D	57	LF	\$ 23.00	\$ 1,311.00
Mob-Demob, Ins, OH&P	1	LS	\$ 3,000.00	\$ 3,000.00
MOT	1	LS	\$ 3,000.00	\$ 3,000.00
Contingency				\$ 1,000.00
TOTAL				\$ 10,511.00

NOTE:

Removing the median landscaping would incur additional curb and gutter removal and replacement, and installing colored, stamped concrete. The cost of the additional colored, stamped concrete is estimated at \$18.00 / SF.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAXTER & WOODMAN
Consulting Engineers

LAUDERDALE-BY-THE-SEA		
B&W PROJECT NO.	COMMERCIAL BLVD. IMPROVEMENTS	
210640	LBTST PROJECT NO.	

EXHIBIT F

BENIHANA EXISTING CONDITIONS

SHEET NO.
F-0



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAXTER & WOODMAN
Consulting Engineers

LAUDERDALE-BY-THE-SEA		
B&W PROJECT NO.	COMMERCIAL BLVD. IMPROVEMENTS	
210640	LBTST PROJECT NO.	

EXHIBIT F-1

BENIHANA ALTERNATIVE 1

SHEET NO.
F-1



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAXTER & WOODMAN
Consulting Engineers

LAUDERDALE-BY-THE-SEA		
B&W PROJECT NO.	COMMERCIAL BLVD. IMPROVEMENTS	
210640	LBTST PROJECT NO.	

EXHIBIT F-2
BENIHANA ALTERNATIVE 2

SHEET NO.
F-2



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAXTER & WOODMAN
Consulting Engineers

LAUDERDALE-BY-THE-SEA		
B&W PROJECT NO.	COMMERCIAL BLVD. IMPROVEMENTS	LBTST PROJECT NO.
210640		

EXHIBIT F-3

BENIHANA ALTERNATIVE 3

SHEET NO.
F-3



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

BAXTER & WOODMAN
Consulting Engineers

LAUDERDALE-BY-THE-SEA		
B&W PROJECT NO.	COMMERCIAL BLVD. IMPROVEMENTS	
210640		

EXHIBIT F-4
BENIHANA ALTERNATIVE 4

SHEET NO.
F-4



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Ken Rubach, Director of Public Works

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-76 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH PROVINCIAL SOUTH INC. DBA PSI ROOFING, A LOCAL PARTNER OF RL NATIONAL ROOFING PARTNERS, LLC DBA NATIONAL ROOFING PARTNERS FOR ROOF REPAIR SERVICES FOR THE DEVELOPMENT SERVICES /JARVIS HALL /VFD AND PUBLIC WORKS BUILDING, UTILIZING THE OMNIA CONTRACT #180901-FL-028 PURSUANT TO SOLICITATION NO. 18-09; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR EFFECTIVE DATE.

Background: In 2020, as part of building maintenance program and in preparation for creating the 5-Year Capital Improvement Plan, staff had all the roofs on the municipal campus, as well as the offsite facility, inspected. The study found that four (Town Hall Administration, Public Works, Jarvis Hall/Development Services/VFD station, and the off-site Building) of the Town's five buildings will need their roofs replaced (the "Project"). These building improvements were considered in March when the Commission reviewed and adopted the five-year Capital Improvement Plan. The funds set aside for the roofs were:

	FY21	FY22	FY23
Town Hall (Phase 1)	\$100,000		
Public Works/Development Services/ VFD Station (Phase 2)		\$251,000	
Off Site (Phase 3)			\$280,000

Phase I. The roof on the Town Hall Administration building (4,000 sq ft.), was recommended for immediate replacement and therefore was approved by the Commission at the April 27, 2021 meeting as Phase I of the project with work being completed in July 2021. Staff was able to utilize OMNIA Contract #180901-FL-028 (the "OMNIA Contract"), a nationwide purchasing cooperative, (**Exhibit 1**) and worked directly with National Roofing Partners ("NRP") and its local partner, PSI Roofing ("PSI") to access cooperative pricing for the Town Hall Roof Repair (Phase I of the Project).

Phase II. Phase II of the Project consists of repairing or replacing the roofs of the Development Services/Jarvis Hall/VFD ("Development Services") building and the Public Works building and

is the subject of this agenda memorandum. This project has \$251,000 included in the FY22 budget.

Phase III. This phase includes the off-site building and is scheduled for FY23. The amount of \$280,000 is reserved in the 5 Year Capital Improvement Plan for this project. Once we begin compiling the FY23 budget we will revisit the estimate to ensure that we are budgeting appropriately.

Explanation: This agenda item is related to Phase II – the replacement and repair of the roofs for the Development Services and Public Works buildings.

The Town Purchasing Manual states that 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. The Town contracted with PSI utilizing the OMNIA Contract for Phase I of the project (Town Hall Roof) and they were very competitive. Therefore, staff is proposing to contract with PSI utilizing the OMNIA Contract for Phase II (Public Works and Development Services roofs) of the project as well.

Public Works Building

Exhibit 2 addresses the roofing sections of the Public Works Building. 25% of the building requires a complete replacement. The contractor will utilize a recover system, which accounts for the remaining 75% of the building.

Development Services Building

Exhibit 3 includes the dimensional drawings of the building and a breakdown of the sections of the roofing system and the work to be performed. Like the Public Works Building, two types of roofing systems are proposed – a complete replacement (20%) and a recover system (80%).

Cost

Utilizing the OMNIA Contract, PSI provided the Town with a base proposal for Phase II at a cost of \$289,128.40 (**Exhibit 4 and Exhibit 5**). If the moisture survey reveals areas that are damaged (including any deteriorated decking), or moisture laden/containing wet insulation, a separate square foot price (**Exhibit 6**) has been provided.

In preparing the estimate for the Five-Year CIP, staff estimated a cost for replacing the roof for Development Services and Public Works buildings at \$251,000.00. There is a difference of \$38,128.40 from the estimated price and the quoted price due to the rising cost of materials. In addition, the original estimate, which was provided for budgeting purchases, did not contemplate any roof replacement.

To accommodate this increase, Staff is recommending the Building Fund (a fund created by State Statute 553.80(7) and includes Building Permit revenues that can only be utilized on Building Department related activities) pay for that portion of roof that houses the building division. Pursuant to Section 553.80(7), this is a permitted use for those funds. The building division activities occupy roughly 35% of the space of this area and therefore would account for \$55,998 of the cost. If the Commission agrees to this use of Building Fund monies, the total

available funds for the Project to \$306,998. This would ensure that there were funds available for any cost overruns. Any leftover funds would remain in the General Fund account.

Original Budget	\$251,000.00
Monies from Building Permit Fees	\$ 55,998.00
Total Funds	\$306,998.00
Project Cost	\$289,128.40
<i>Contingency (Total Funds – Project Cost)</i>	<i>\$ 17,869.60</i>

There is a 20-year manufacturer's warranty on material and labor as well as a 2-year workmanship warranty.

Recommendation: Authorize the Town Manager to execute an agreement with PSI Roofing via the OMNIA Contract for the Town Hall Roof Recover & Replacement in an amount not to exceed \$306,998.00

Attachments:

- Ex.1 – Resolution 2021-76
- Ex.2 – Dimensional Drawing – Public Works
- Ex.3 – Dimensional Drawing – Development Services / Jarvis Hall / VFD
- Ex.4 – PSI Roofing Proposal Development Services / Jarvis Hall / VFD
- Ex.5 – PSI Roofing Proposal Public Works
- Ex.6 – Per Square Foot Repair Costs – Additional Work
- Ex.7 – Authorized Vendor – OMNIA
- Ex.8 – Agreement

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WHEREAS, on March 1, 2019, Region 4 Education Service Center (“Region 4 ESC”) entered into contract #180901-FL-028 with RL National Roofing Partners, LLC dba National Roofing Partners (“NRP”), an OMNIA Partner, pursuant to the Region 4 ESC Solicitation No. 18-09 for Roofing Products, Services, and Job-Order-Contracting Services (the “OMNIA Contract”); and

WHEREAS, the Town wishes to contract with PSI utilizing the OMNIA Contract for roof repair services for the Development Services/Jarvis Hall/VFD and Public Works buildings (the “Services”) in an amount of \$289,128.40, with a contingency in the amount of \$17,869.60, for a total amount not to exceed \$306,998.00 (the “Agreement”); and

WHEREAS, Section IV.E. of the Town's Purchasing Manual authorizes the Town to procure goods or services utilizing contracts that result from the Town's participation in cooperative purchasing groups; and

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

SECTION 1. Recitals. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 2. Agreement Approved. The Agreement with PSI for the Services, attached hereto as Exhibit “A,” is hereby approved.

SECTION 3. Authorization to Execute the Agreement. The Town Manager is hereby authorized to execute the Agreement with PSI in a total amount not to exceed \$306,998.00, attached as Exhibit “A,” together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 4. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on this 14th day of December, 2021.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

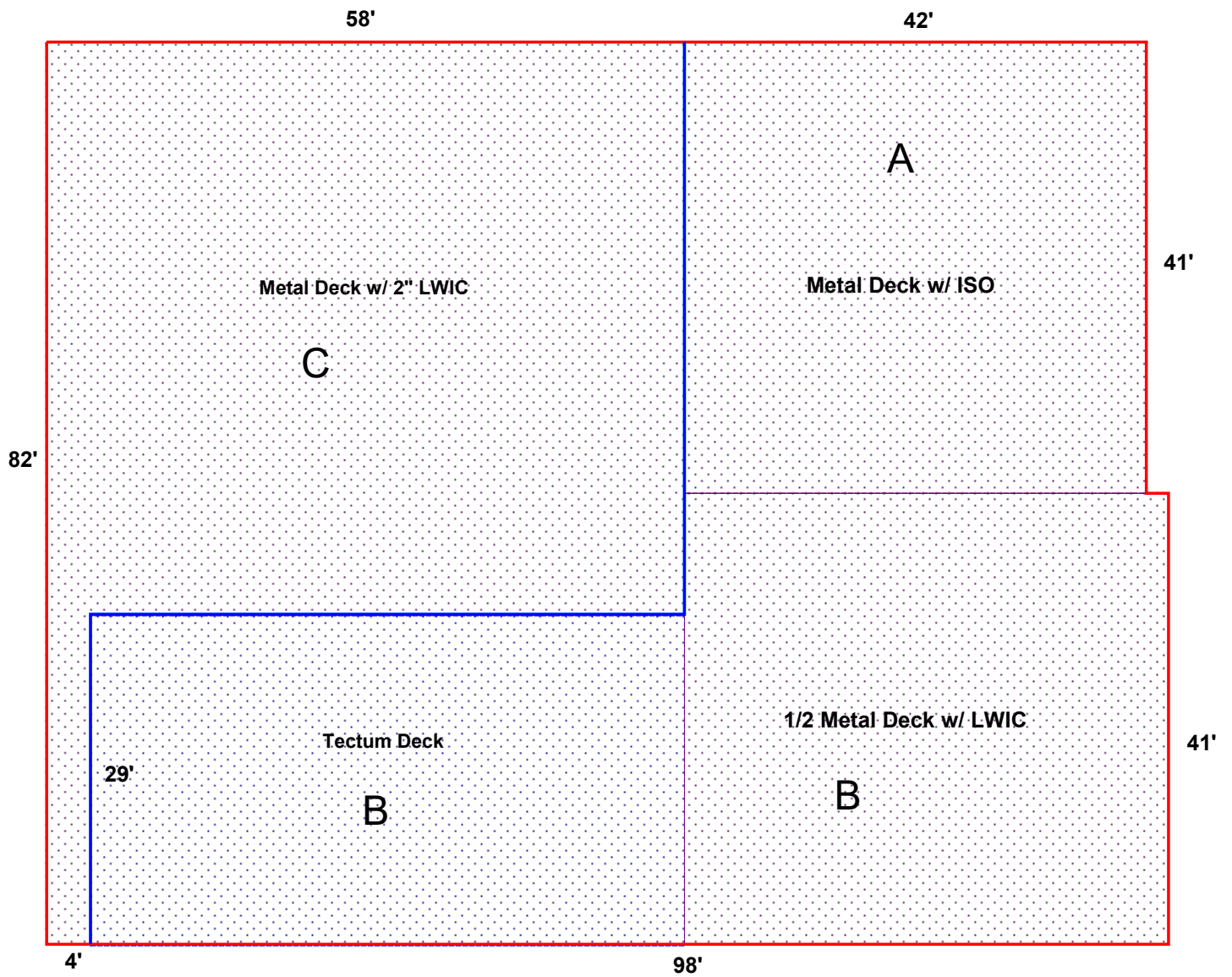
APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Drawing Report

28837, Lauderdale by the Sea Public Works, 4470 Bougainvilla Drive, Lauderdale by the Sea, FL 33

Section: Entire Job
Page: MD NOA 17-0202.08 Pgs. 48 & 69



Drawing Report

28837, Lauderdale by the Sea Public Works, 4470 Bougainvilla Drive, Lauderdale by the Sea, FL 33

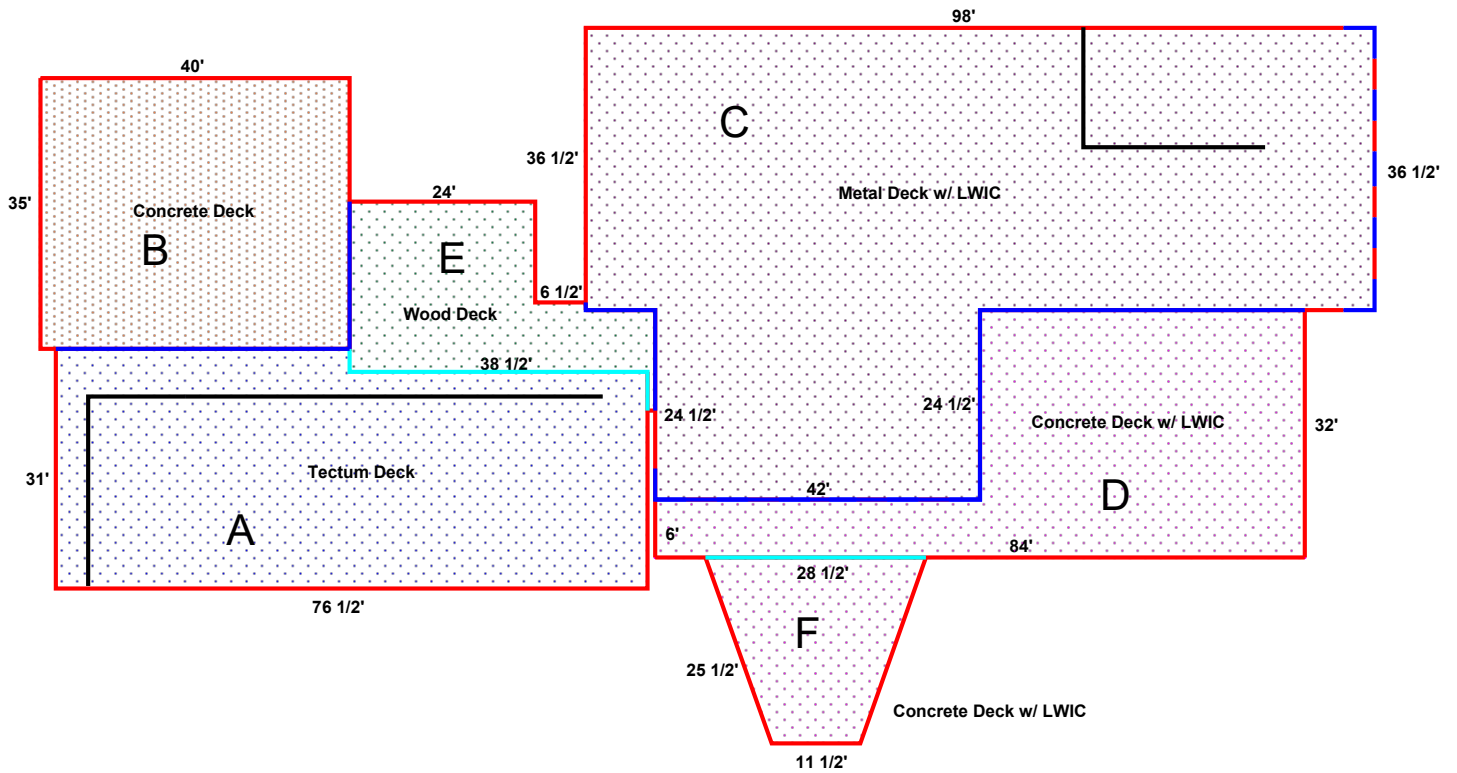
Section: Entire Job
Page: MD NOA 17-0202.08 Pgs. 48 & 69

Legend	Description	SF	LF	EA
	Tectum Deck - Recover (1/2" Fan Fold + 60 mil DL)	1,620.00	168.00	4.00
	Metal Deck Recover (1/2" Duro-Guard EPS, 60 mil D	4,940.00	450.00	10.00
	Metal Deck Reroof (1 1/2" ISO, 1/4" Densdeck, 60 m	1,722.00	166.00	4.00
	Duro-Last Eave Termination (Drip Edge w/ Skirt)		368.00	6.00
	Duro-Last Interior Eave Termination		136.00	3.00
	Wall Flashing		136.00	3.00

Drawing Report

28836, Lauderdale by the Sea, FL 33308

Section: Entire Job
Page: NOA 17-0202.08 Pgs 10, 48, 69



Drawing Report

28836, Lauderdale by the Sea, FL 33308

Section: Entire Job
Page: NOA 17-0202.08 Pgs 10, 48, 69

Legend	Description	SF	LF	EA
	Tectum Deck - Recover (1/2" Fan Fold + 60 mil DL)	2,256.00	215.00	6.00
	Concrete Deck - Recover (1/2" EPS + 60 mil DL)	1,400.00	150.00	4.00
	Wood Deck - 1/4" Securock, 60 mil DL	663.50	133.00	8.00
	Metal Deck (1/2" Duro-Guard EPS, 60 mil DL)	4,752.00	326.00	8.00
	Concrete Deck w/ LWIC (1/2" Duro-Guard EPS, 60 n	2,139.20	322.96	10.00
	Duro-Last Eave Termination (Drip Edge w/ Skirt)		785.96	32.00
	Duro-Last Interior Eave Termination		75.00	4.00
	12" Wall Flashing		248.50	22.00
	Walk Pads		130.00	5.00



November 17, 2021

Ken Rubach, Municipal Services Director
Town of Lauderdale by the Sea
4501 N Ocean Drive
Lauderdale by the Sea, FL 33308

Re: Jarvis Hall, Development Services & FS #12, 4504-4505 Bougainville Drive, FL 33308
NRP CPN: 180901-FL-041

Mr. Rubach:

National Roofing Partners (NRP) and its local partner, PSI Roofing, have developed the following pricing proposal for the Jarvis Hall, Development Services & FS #12 project. This pricing proposal was developed in compliance with NRP's contract number R180901 with OMNIA Partners and includes the total cost to install Duro-Last 60mil PVC recover and roof replacement systems.

Attached is the Proposal & Scope of Work which defines the work that PSI Roofing proposes to complete. The project scope includes a manufacturer's 20-year warranty, extended warranty options are available at an additional cost, provided upon request.

Based on this scope of work, pricing to complete the Jarvis Hall, Development Services & FS #12 project is **\$159,992⁰⁰**. This pricing is compliant with the OMNIA Partners' unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see instructions for purchase order:

1. The purchase order will be issued to PSI Roofing.
2. The purchase order should be clearly marked **"Per OMNIA Contract #180901-FL-041"**
3. E-mail the purchase order and tax-exempt certificate, if applicable, in PDF format to:
 - a. pfolkersen@psi-roofing.com
 - b. Cc: OMNIAPartners@NationalRoofingPartners.com
4. Once we receive a P.O., a notice to proceed will be issued and work can begin at the member's discretion.

If you have any questions or need additional information, please contact our office.

Best Regards,

Poul Folkersen
PSI Roofing
792 NE 45th Street
Oakland Park, FL 33334
954-299-2750

Thank you for allowing us the opportunity to provide you with our proposal for the Jarvis Hall, Development Services & FS #12. We have included all necessary labor, equipment, and materials to complete the project in a safe and timely fashion.

OVERVIEW OF SITE:



Approximate Roof Area: 11,211 square feet

SCOPE OF WORK:

JOB START

- a. Prior to starting of work owner shall receive a certificate of insurance from PSI Roofing.
- b. An inspection of the existing building shall be made to record any damage from the existing roof.
- c. All property and landscaping shall be protected to help reduce damage which may be caused by the roof replacement operations.
- d. A pre-roofing conference shall be held with the Owner's representative to coordinate this project.
- e. Owner shall provide access to all sides of the structure(s) for staging, storage, and access of trucks, cranes, dumpsters and materials, throughout the course of the project.
- f. Owner shall remove all electrical conduits and satellite dishes prior to work or coordinate with contractor when work is underway.
- g. Any mechanical or equipment upgrades are the responsibility of the Owner and are not included in this scope of work.
- h. PSI Roofing requests permission to display banners and/or signage, while work is underway, for marketing purposes.

DURO-LAST PVC SINGLE-PLY ROOFING SYSTEM

DECK REPAIRS AND RECOVER SYSTEM- METAL, CONCRETE & TECTUM DECKS

- Prior to commencement, a moisture survey must be performed to certify that the existing assembly is acceptable for the proposed recover and to identify any areas of wet insulation. The cost of the survey is



included in the contract price. Replacement of damaged or moisture laden areas of the roof shall be billed at an additional per square foot price.

- Based on the Moisture Survey, remove and replace any wet areas as per manufacturer's and Code requirements. If the deck is exposed during roof repair/replacement, inspect the existing substrate and remove and replace any areas of deteriorated decking. Any deck replacement will be billed additional to the contract at a separate per square foot price for tectum, concrete up to 2" thick, and steel deck replacement.
- Over the existing roof, install one layer of ½" Duro-Last Duro Fold cover board to separate the old assembly from the new roof system.
- On the LWIC substrate and metal deck areas, over the cover board mechanically fasten one ply of Duro-Last 60 mil PVC single ply membrane as per manufacturer's specifications. For the concrete deck, the cover board will be mechanically fastened, the PVC membrane will then be adhered. All field fabricated membrane seams to be hot air welded.
- Provide and install Duro-Last single-ply flashings on roof walls up 12" high, as per manufacturer's specifications.
- Provide and install Duro-Last single-ply flashings on all curbs, as per manufacturer's specifications. Curb flashings will run up the face of the curb 8" high.
- Provide and install Duro-Last termination bar where required, mechanically fastened as per manufacturer's specifications. Seal top of termination bar with approved caulk.
- Provide and install pre-manufactured flashings on all plumbing pipes, vents, and AC equipment stand legs.
- Remove and dispose of all construction related debris daily.

DECK REPAIRS AND ROOF REPLACEMENT - WOOD & CONCRETE DECK AREAS

- Tear off existing assembly as well as all flashing related accessories down to the plywood deck & lightweight insulating concrete and dispose of properly.
- Inspect the plywood for damage or deterioration. Remove and replace any deteriorated plywood decking. Any plywood decking replacement will be additionally charged at per square foot price with a full sheet (32 SF) minimum. Inspect the fascia for damage or deterioration. Remove and replace any deteriorated fascia. Any fascia replacement will be additionally charged at per linear foot price. Any fascia replacements will be primed lumber. Painting of the fascia is excluded.
- Inspect the fastening of the wood deck and, if necessary, install additional fasteners to the existing plywood sheathing as required per local code requirements.
- Over the wood substrate, provide and install a ¼" gypsum coverboard giving this assembly a Class A fire rating.
- Over the coverboard, provide and install one layer of 60 mil PVC Single-Ply Membrane in accordance with manufacturer's specifications. All field fabricated membrane seams to be hot air welded.
- Inspect the LWIC for degradation. Remove and infill damaged areas to substrate height with appropriate insulating material. Any required repairs will be charged at an additional per square foot price.
- On the LWIC substrate and concrete deck areas, adhere one ply of Duro-Last 60 mil PVC single ply membrane as per manufacturer's specifications. All field fabricated membrane seams to be hot air welded.
- Remove and dispose of all construction related debris daily.

METAL FLASHINGS AND COMPONENTS

- Provide and install new aluminum counterflashing metal over the terminated flashings and apply approved sealant as per manufacturer's requirements.
- Provide and install new continuously cleated aluminum Duro-Last 8" Face Drip Edge on all perimeter roof walls.



- Provide and install Duro-Last Gray Protective Walk Pads (this contract includes 130 lineal feet) to protect areas where AC technicians perform work around AC units. Any additional walk pads will be charged at an additional per lineal foot.
- All metal work shall be installed in accordance with the local building code.
- Haul away all trash and clean grounds daily and dispose of it at a proper dumping facility.
- Gutters and Downspouts repairs or replacement are excluded.
- Permit fee is excluded.

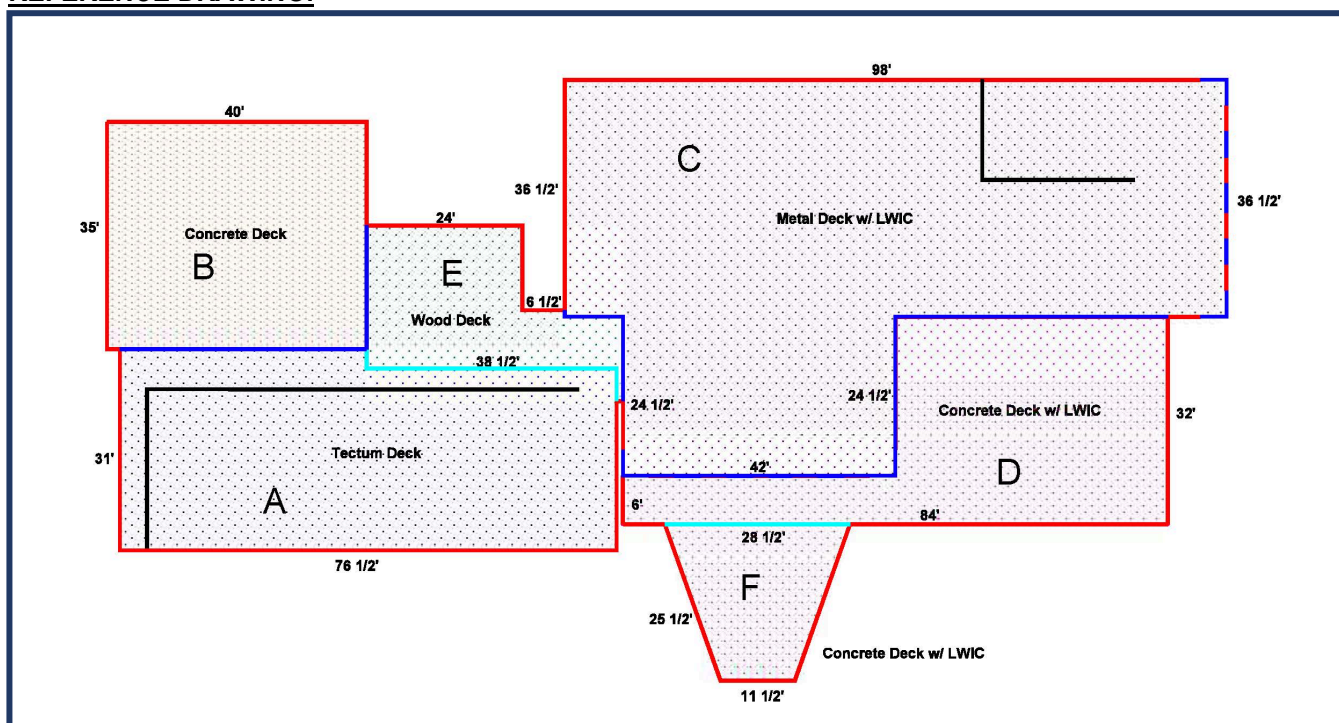
PRICING:

TOTAL PRICE FOR SCOPE OF WORK ABOVE:

\$ 159,992⁰⁰

Pricing is valid for 30 days. The prices listed in the preceding table are an estimate for the services discussed. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed. This proposal is based on the use of Standard AIA Contract Documents. Taxes are not included unless noted above. For tax exempt customers, tax amount listed above may be excluded from purchase order or contract.

REFERENCE DRAWING:



EXCLUSIONS:

Wood blocking. Work at any of the other roof areas not indicated in the aerial view drawing or listed in the pricing schedule. Any roof mounted electrical or mechanical work. Interior/exterior painting, structural/non-roof related engineering, lightning protection, concrete cutting, stucco work, painting, any additional structural/decking work not listed above, mechanical, or electrical scopes, and plumbing. Any fascia board, soffits and other siding or similar finishes. Coping replacement. Any gutters, downspouts and collector heads repair or replacement not listed in the scope of work. Any cover and protect of exterior or interior areas. Any work on overhang balconies or adjacent/attached canopies. Any building signage detach/reset, repairs or replacement. Any Mechanical, electrical,



and plumbing unit repairs/removal or replacement not specifically described above. Any work done on the mansards or other roof sections. Disconnect and reconnect of satellite dishes is excluded. Any Right of Way, MOT permits or any associated costs. Performance and Payment Bonds. Work during night shift (6pm to 6am), holidays and weekends. Any work not mentioned above. All these items can be added to the contract after commencement of work upon contractor's discretion and owner's approval.

SAFETY:

Site safety set up will comply with OSHA standards. A preliminary site inspection prior to commencement of the project will be completed to identify potential areas of hazard.

MISCELLANEOUS:

When installing highly reflective white roof coverings, construction debris, dust, or sediment will leave dirt on the new covering. PSI Roofing will take care to minimize debris and foot traffic over the new roof covering, but some inherent dirt will remain as a result of the construction process. Post-construction cleaning of the roof covering is not included in this proposal unless specifically stated in the scope of work. If this proposal does not clearly state and include the installation of a "full tapered" insulation assembly, ponding water may be present after completion of the roof system and PSI Roofing shall not be held liable to remedy ponding water situations. Certain products used in the installation of roofing materials emit odor. Products in this category include, but are not limited to, asphalt, adhesives, primers, etc. Mechanical units, intake vents and other air drawing equipment may be required to be shut down by the owner during certain times of construction if interior space is sensitive to odors.

TERMS & CONDITIONS:

This proposal packet is not intended to take the place of a construction contract. Contract and payment terms will be negotiated and agreed to separately by PSI Roofing and the Town of Lauderdale by the Sea. Any alteration or deviation from the scope of work or specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All warranties to be issued upon completion of contract. Those who work on your property or provide materials and services and are not paid in full may have a right to enforce their claim for payment against your property through a construction lien.

Thank you for taking to time to read and understand our proposal for this outstanding project and please do not hesitate to contact us at any time if you have any questions.





28-Sep-2021

LINE ITEM PRICE ESTIMATE

CPN: 180901-FL-041



Project Name: Jarvis Hall, Development Services & Fire Station #12
Project Address: 4504 - 4505 Bougainvillea Drive Lauderdale by the Sea, FL 33308



Pricing Summary by Category			
Category	Water Resistant Roofing	Subtotal	\$ -
Category	Insulation	Subtotal	\$ 9,556.87
Category	Roof Tiles and Shingles	Subtotal	\$ -
Category	Roofing and Roof Restoration	Subtotal	\$ 45,667.58
Category	Masonry	Subtotal	\$ -
Category	Metal Work	Subtotal	\$ 43,016.40
Category	Woodwork	Subtotal	\$ -
Category	Standing Seam Metal Roof System	Subtotal	\$ -
Category	Roof Specialties and Accessories	Subtotal	\$ 425.10
Category	Roof Services	Subtotal	\$ 63,990.97
Category	General Cost Factors	Subtotal	\$ -
Category	Additional Line Items	Subtotal	\$ -
		Line Item Total	\$ 162,656.92
		Discount	\$ (2,664.92)
		Proposal Price	\$ 159,992.00

Detailed Line Item Breakdown					
Item No.	Description	UOM	Price	Qty	Total
Water Resistant Roofing					
			-		\$ -
Insulation					
1	Demolition of roof insulation, per inch of depth	SF	0.52	1,400	\$ 728.00
19	CDX Gypsum, 1/4" x 4' x 8'				
19a	Mechanically attached	SF	0.83	2,803	\$ 2,326.49
21-01a	Roof deck insulation, EPS insulation, 1/2" thick, R-2.0, loose laid	SF	0.58	11,211	\$ 6,502.38
Roof Tiles and Shingles					
			-		\$ -
Roofing and Roof Restoration					
1	Remove built-up roof, multi-ply aggregate, non-asbestos, 1" thick or less	SF	0.86	2,803	\$ 2,410.58
19-1	Sweep roof surface	SF	0.42	11,211	\$ 4,708.62
19-12	Single ply roof system; PVC, 60mil				
19-12a	mechanically attached	SF	3.38	11,211	\$ 37,893.18
19-22	Single ply roof system; pipe boot	EA	36.40	18	\$ 655.20
Masonry					
			-		\$ -
Metal Work					
29	Remove metal edge, gravel stop, eave strip, or coping	LF	1.54	1,660	\$ 2,556.40
21-12	Sheet metal flashing; slip metal, up to 6" width	LF	6.20	266	\$ 1,649.20
21-18	Pre-manufactured, ES-1 metal edge or fascia; 7" - 9" face height	LF	23.38	1,660	\$ 38,810.80
Woodwork					
			-		\$ -
Standing Seam Metal Roof System					
			-		\$ -
Roof Specialties and Accessories					
21-21	Termination bar; other	LF	1.09	390	\$ 425.10
Roof Services					
46c	Non destructive roof scan, up to 50,000 sq ft, full service each	Each	1,508.00	1	\$ 1,508.00
47g	Difficult access or fall restriction; surcharge	Each	14%	142,681	\$ 19,975.34
19-35	Manufacturer's warranty, re-roof, 20 year	SF	0.33	11,211	\$ 3,699.63
19-44	Equipment; crane, less than 150 ft tall	%	25%	3,000	\$ 3,750.00

19-45	Equipment; other	%	25%	5,000	\$ 6,250.00
21-28	Field Personnel				
21-28a	Project Foreman	Day	436.80	20	\$ 8,736.00
21-28b	Project Superintendent	Day	483.60	20	\$ 9,672.00
21-28c	Project Manager	Day	520.00	20	\$ 10,400.00
General Cost Factors					
			-		\$ -
Additional Line Items					
			-		\$ -
Line Item Total					\$ 162,656.92



November 17, 2021

Ken Rubach, Municipal Services Director
Town of Lauderdale by the Sea
4501 N Ocean Drive
Lauderdale by the Sea, FL 33308

Re: Public Works Building, 4470 Bougainville Drive, Lauderdale by the Sea, FL 33308
NRP CPN: 180901-FL-042

Mr. Rubach:

National Roofing Partners (NRP) and its local partner, PSI Roofing, have developed the following pricing proposal for the Public Works Building project. This pricing proposal was developed in compliance with NRP's contract number R180901 with OMNIA Partners and includes the total cost to install Duro-Last 60mil PVC recover and roof replacement systems.

Attached is the Proposal & Scope of Work which defines the work that PSI Roofing proposes to complete. The project scope includes a manufacturer's 20-year warranty, extended warranty options are available at an additional cost, provided upon request.

Based on this scope of work, pricing to complete the Public Works Building project is **\$129,136⁴⁰**. This pricing is compliant with the OMNIA Partners' unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see instructions for purchase order:

1. The purchase order will be issued to PSI Roofing.
2. The purchase order should be clearly marked **"Per OMNIA Contract #180901-FL-042"**
3. E-mail the purchase order and tax-exempt certificate, if applicable, in PDF format to:
 - a. pfolkersen@psi-roofing.com
 - b. Cc: OMNIAPartners@NationalRoofingPartners.com
4. Once we receive a P.O., a notice to proceed will be issued and work can begin at the member's discretion.

If you have any questions or need additional information, please contact our office.

Best Regards,

Poul Folkersen
PSI Roofing
792 NE 45th Street
Oakland Park, FL 33334
954-299-2750

Thank you for allowing us the opportunity to provide you with our proposal for the Public Works Building. We have included all necessary labor, equipment, and materials to complete the project in a safe and timely fashion.

OVERVIEW OF SITE:



Approximate Roof Area: 8,282 square feet

SCOPE OF WORK:

JOB START

- a. Prior to starting of work owner shall receive a certificate of insurance from PSI Roofing.
- b. An inspection of the existing building shall be made to record any damage from the existing roof.
- c. All property and landscaping shall be protected to help reduce damage which may be caused by the roof replacement operations.
- d. A pre-roofing conference shall be held with the Owner's representative to coordinate this project.
- e. Owner shall provide access to all sides of the structure(s) for staging, storage, and access of trucks, cranes, dumpsters and materials, throughout the course of the project.
- f. Owner shall remove all electrical conduits and satellite dishes prior to work or coordinate with contractor when work is underway.
- g. Any mechanical or equipment upgrades are the responsibility of the Owner and are not included in this scope of work.
- h. PSI Roofing requests permission to display banners and/or signage, while work is underway, for marketing purposes.

DURO-LAST PVC SINGLE-PLY ROOFING SYSTEM

DECK REPAIRS AND RECOVER SYSTEM (SECTIONS B & C)

- Prior to commencement, a moisture survey must be performed to certify that the existing assembly is acceptable for the proposed recover and to identify any areas of wet insulation. The cost of the survey is included in the



contract price. Replacement of damaged or moisture laden areas of the roof shall be billed at a separate per square foot price.

- Based on the Moisture Survey, remove and replace any wet areas as per manufacturer's and Code requirements. If the tectum deck is exposed during roof repair/replacement, inspect the existing substrate and remove and replace any areas of deteriorated decking. Any deck replacement will be billed additional to the contract at a per square foot price.
- Over the existing roof, install one layer of ½" Duro-Last Duro Fold cover board to separate the old assembly from the new roof system.
- Over the cover board, mechanically fasten one ply of Duro-Last 60 mil PVC single ply membrane as per manufacturer's specifications. All field fabricated membrane seams to be hot air welded.
- Provide and install Duro-Last single-ply flashings on roof walls up 12" high, as per manufacturer's specifications.
- Provide and install Duro-Last single-ply flashings on all curbs, as per manufacturer's specifications. Curb flashings will run up the face of the curb 8" high.
- Provide and install Duro-Last termination bar where required, mechanically fastened as per manufacturer's specifications. Seal top of termination bar with approved caulk.
- Provide and install pre-manufactured flashings on all plumbing pipes, vents, and AC equipment stand legs.

METAL DECK & LWIC SUBSTRATE REROOF SYSTEM (SECTION A)

- Tear off the existing assemblies as well as all flashing related accessories down to the LWIC substrate and dispose of properly.
- Inspect the lightweight concrete for deterioration and damage. Remove and infill any deteriorated insulation. Insulation replacement will be additionally charged at a per square foot price.
- Over the prepared substrate, fasten a 1/2" layer of EPS insulation as per local building code.
- Over the coverboard, fasten one ply of Duro-Last 60 mil PVC single ply membrane as per manufacturer's specification and local building code. All field fabricated seams to be hot-air welded.

METAL FLASHINGS AND COMPONENTS

- Provide and install new aluminum counterflashing metal over the terminated flashings and apply approved sealant as per manufacturer's requirements.
- Provide and install new continuously cleated aluminum Duro-Last 8" Face Drip Edge on all perimeter roof walls.
- All metal work shall be installed in accordance with the local building code.
- Haul away all trash and clean grounds daily and dispose of it at a proper dumping facility.
- Gutters and Downspouts repairs or replacement are excluded.
- Permit fee is excluded.

PRICING:

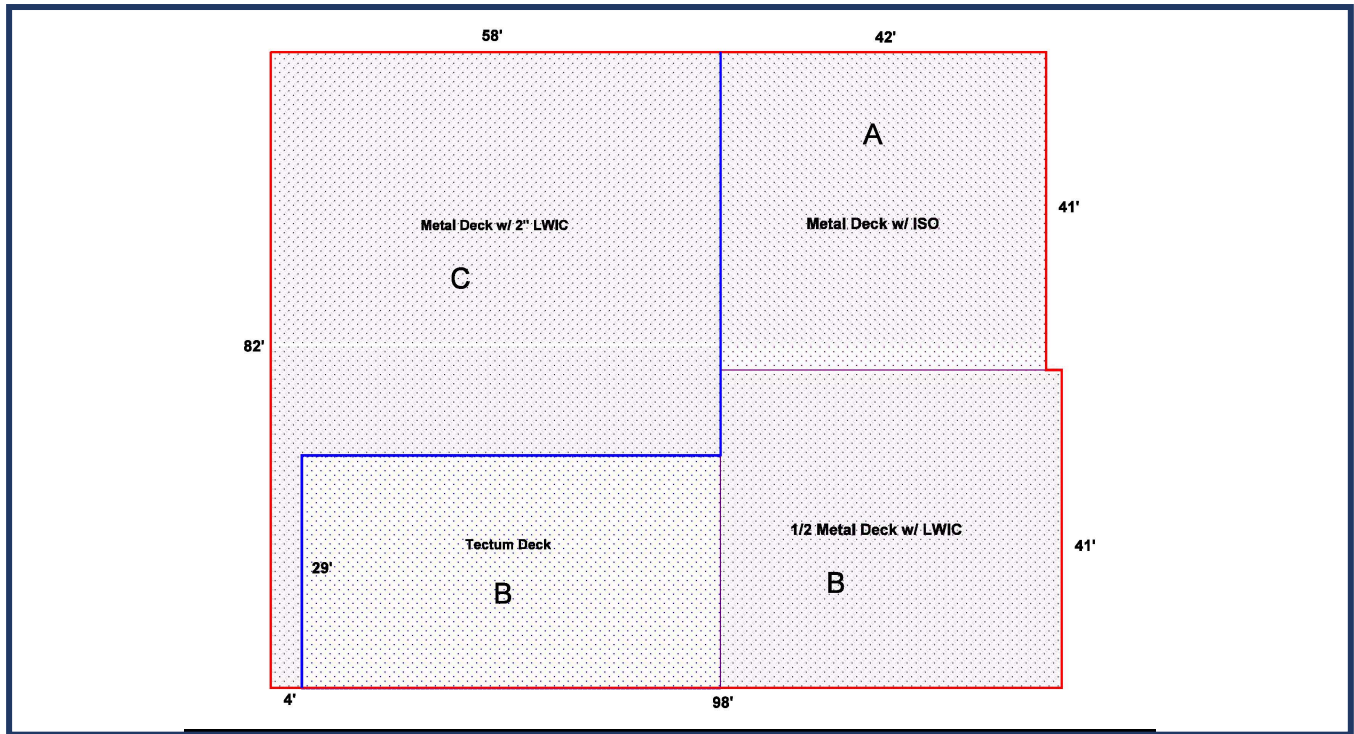
TOTAL PRICE FOR SCOPE OF WORK ABOVE:

\$ 129,136⁴⁰

Pricing is valid for 30 days. The prices listed in the preceding table are an estimate for the services discussed. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed. This proposal is based on the use of Standard AIA Contract Documents. Taxes are not included unless noted above. For tax exempt customers, tax amount listed above may be excluded from purchase order or contract.



REFERENCE DRAWING:



EXCLUSIONS:

Wood blocking. Work at any of the other roof areas not indicated in the aerial view drawing or listed in the pricing schedule. Any roof mounted electrical or mechanical work. Interior/exterior painting, structural/non-roof related engineering, lightning protection, concrete cutting, stucco work, painting, any additional structural/decking work not listed above, mechanical, or electrical scopes, and plumbing. Any fascia board, soffits and other siding or similar finishes. Coping replacement. Any gutters, downspouts and collector heads repair or replacement not listed in the scope of work. Any cover and protect of exterior or interior areas. Any work on overhang balconies or adjacent/attached canopies. Any building signage detach/reset, repairs or replacement. Any Mechanical, electrical, and plumbing unit repairs/removal or replacement not specifically described above. Any work done on the mansards or other roof sections. Disconnect and reconnect of satellite dishes is excluded. Any Right of Way, MOT permits or any associated costs. Performance and Payment Bonds. Work during night shift (6pm to 6am), holidays and weekends. Any work not mentioned above. All these items can be added to the contract after commencement of work upon contractor's discretion and owner's approval.

SAFETY:

Site safety set up will comply with OSHA standards. A preliminary site inspection prior to commencement of the project will be completed to identify potential areas of hazard.

MISCELLANEOUS:

When installing highly reflective white roof coverings, construction debris, dust, or sediment will leave dirt on the new covering. PSI Roofing will take care to minimize debris and foot traffic over the new roof covering, but some inherent dirt will remain as a result of the construction process. Post-construction cleaning of the roof covering is not included in this proposal unless specifically stated in the scope of work. If this proposal does not clearly state and include the installation of a "full tapered" insulation assembly, ponding water may be present after completion of the roof system and PSI Roofing shall not be held liable to remedy ponding water situations. Certain products used in the installation



of roofing materials emit odor. Products in this category include, but are not limited to, asphalt, adhesives, primers, etc. Mechanical units, intake vents and other air drawing equipment may be required to be shut down by the owner during certain times of construction if interior space is sensitive to odors.

TERMS & CONDITIONS:

This proposal packet is not intended to take the place of a construction contract. Contract and payment terms will be negotiated and agreed to separately by PSI Roofing and Town of Lauderdale by the Sea. Any alteration or deviation from the scope of work or specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All warranties to be issued upon completion of contract. Those who work on your property or provide materials and services and are not paid in full may have a right to enforce their claim for payment against your property through a construction lien.

Thank you for taking to time to read and understand our proposal for this outstanding project and please do not hesitate to contact us at any time if you have any questions.





17-Nov-2021

LINE ITEM PRICE ESTIMATE

CPN: 180901-FL-042



Project Name: Public Works Building
Project Address: 4470 Bouganville Drive Lauderdale by the Sea, FL 33308



Pricing Summary by Category			
Category	Water Resistant Roofing	Subtotal	\$ -
Category	Insulation	Subtotal	\$ 10,929.52
Category	Roof Tiles and Shingles	Subtotal	\$ -
Category	Roofing and Roof Restoration	Subtotal	\$ 34,614.28
Category	Masonry	Subtotal	\$ -
Category	Metal Work	Subtotal	\$ 14,511.52
Category	Woodwork	Subtotal	\$ -
Category	Standing Seam Metal Roof System	Subtotal	\$ -
Category	Roof Specialties and Accessories	Subtotal	\$ 185.30
Category	Roof Services	Subtotal	\$ 74,451.76
Category	General Cost Factors	Subtotal	\$ -
Category	Additional Line Items	Subtotal	\$ -
Line Item Total			\$ 134,692.38
Discount			\$ (5,555.98)
Proposal Price			\$ 129,136.40

Detailed Line Item Breakdown					
Item No.	Description	UOM	Price	Qty	Total
Water Resistant Roofing					
			-		\$ -
Insulation					
1	Demolition of roof insulation, per inch of depth	SF	0.52	3,444	\$ 1,790.88
19	CDX Gypsum, 1/4" x 4' x 8'				
19a	Mechanically attached	SF	0.83	1,722	\$ 1,429.26
19-7	Roof insulation, installation of new polyisocyanurate insulation				
19-7a	mechanically attached	BF	1.46	2,583	\$ 3,771.18
21-01a	Roof deck insulation, EPS insulation, 1/2" thick, R-2.0, loose laid	SF	0.58	6,790	\$ 3,938.20
Roof Tiles and Shingles					
			-		\$ -
Roofing and Roof Restoration					
1	Remove built-up roof, multi-ply aggregate, non-asbestos, 1" thick or less	SF	0.86	2,071	\$ 1,781.06
19-1	Sweep roof surface	SF	0.42	8,282	\$ 3,478.44
19-12	Single ply roof system; PVC, 60mil				
19-12a	mechanically attached	SF	3.38	8,631	\$ 29,172.78
19-22	Single ply roof system; pipe boot	EA	36.40	5	\$ 182.00
Masonry					
			-		\$ -
Metal Work					
29	Remove metal edge, gravel stop, eave strip, or coping	LF	1.54	546	\$ 840.84
21-12	Sheet metal flashing; slip metal, up to 6" width	LF	6.20	146	\$ 905.20
21-18	Pre-manufactured, ES-1 metal edge or fascia; 7" - 9" face height	LF	23.38	546	\$ 12,765.48
Woodwork					
			-		\$ -
Standing Seam Metal Roof System					
			-		\$ -
Roof Specialties and Accessories					
21-21	Termination bar; other	LF	1.09	170	\$ 185.30
Roof Services					
46c	Non destructive roof scan, up to 50,000 sq ft, full service each	Each	1,508.00	1	\$ 1,508.00
47g	Difficult access or fall restriction; surcharge	Each	14%	102,040	\$ 14,285.56

19-35	Manufacturer's warranty, re-roof, 20 year	SF	0.33	8,282	\$	2,733.06
19-44	Equipment; crane, less than 150 ft tall	%	25%	3,000	\$	3,750.00
19-45	Equipment; other	%	25%	4,000	\$	5,000.00
19-51	Multiplier; total roof area < 10,000 sq ft	%	18%	102,040	\$	18,367.14
21-28	Field Personnel					
21-28a	Project Foreman	Day	436.80	20	\$	8,736.00
21-28b	Project Superintendent	Day	483.60	20	\$	9,672.00
21-28c	Project Manager	Day	520.00	20	\$	10,400.00
General Cost Factors						
			-		\$	-
Additional Line Items						
			-		\$	-
Line Item Total					\$	134,692.38



*Your commercial roofing
company for the past 25 years.*

INTEGRITY FIRST®

October 29, 2021

Town of Lauderdale-by-the-Sea
4501 N Ocean Drive
Lauderdale-by-the-Sea, FL 33308

Attention: Mr. Ken Rubach

Dear Mr. Rubach,

Per your request, we are providing line item pricing pertaining to any additional repairs that may become necessary during the roofing projects at Lauderdale-by-the-Sea, which would be outside of our proposed scope of work. These items pertain to roof repairs at locations that we plan to do a recover assembly and may be seen as moisture laden when the moisture survey has been completed, as well as any insulation and decking repairs that may become necessary during the construction process.

The associated costs are as follows:

1. Roofing Repairs - \$10.00 per square foot. These repairs would consist of a 2-ply modified roofing patch repair, as per industry standards.
2. Lightweight Insulating Concrete or Insulation Repairs - \$10.00 per square foot. These repairs would consist of removing the lightweight concrete or insulation down to the substrate below and infilling with insulation to bring to the height of the existing roofing assembly.
3. Wood Deck Repairs - \$8.00 per square foot. These repairs would consist of removing deteriorated plywood decking and replacing it with a new plywood substrate.
4. Tectum Deck Repairs - \$30.00 per square foot. These repairs would consist of removing deteriorated tectum decking and replacing it with like kind.
5. Concrete Deck Repairs - \$100.00 per square foot. These repairs would consist of a 2" depth concrete deck patch repair at any areas that are found to have spalling.

Thank you for the continued opportunity of being your Trusted Business Partner in roofing. We look forward to serving the roofing needs at the remaining locations on the Lauderdale-by-the-Sea Campus.

Regards,

Poul Folkersen

Poul Folkersen
Director of Sales
PSI Roofing

PSI Roofing | 792 NE 45th St | Oakland Park, FL 33334
Office: (954) 791-7663 | Fax: (954) 202-2044
CCC047136 | CGC062912

February 19, 2021

OMNIA Partners Participating No.: 1137453

Town of Lauderdale-by-the-Sea
 Lucila Lang, Finance Director
 Ken Rubach, Municipal Services Director
 4501 North Ocean Drive
 Lauderdale-By-The-Sea, FL 33308
 via email: lucilal@lauderdalebythesea-fl.gov, kenr@lauderdalebythesea-fl.gov
RE: NRP Roofing Products & Services Contract #R180901

Ms. Lang and Mr. Rubach,

This letter is to inform participating public agencies of our awarded Cooperative Contract through OMNIA Partner, Public Sector, Contract #R180901 for Roofing Products, Services & Job Order Contracting Services. OMNIA Partners Contract #R180901 awarded contract holder NRP, and its local Authorized Distributors, per Official Master Agreement for complete Roofing Products, Services and Job Order Contracting. Purchase orders and payments can only be made to authorized distributor on approval by awarded contract holder. Pricing provided to member agencies by authorized distributor must be completed by awarded contract holder. Pricing must also be less than or equal to awarded line-item pricing offered through awarded contract.

This contract has been competitively solicited and publicly awarded by a lead government entity. For agencies that utilize our Roofing Products, Services and Job Order Contracting Contract, we have implemented a restrict compliance process that includes a Cooperative Proposal Number (CPN) system, a proposal registration program. This system will track transactions from the initial proposal stage to the completion of each project and provide consistency and faster service for your agency. This process includes verification of contract compliance and consistency for all pricing. All proposals must include a detailed scope of work and cooperative line-item pricing prior to issuance of a purchase order.

All documentation is publicly available online: <https://public.omniapartners.com/suppliers/national-roofing-partners/contract-documentation>

Please contact us at NRP if you have any additional questions.

Respectfully,



Tara Adams
 Director, Public Sector
 949.614.6737
Tara.adams@nationalroofingpartners.com

OMNIA Partners	NRP	Authorized Distributor
Amy Smith Group Vice President - East Cell: 314.518.3974 amy.smith@omniapartners.com	Tara Adams Director, Public Sector – Compliance Cell: 949.614.6737 tara.adams@nationalroofingpartners.com	Amanda Gleiser COOP Contract Specialist Cell: 954.444.3688 agleiser@psi-roofing.com

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR ROOF REPAIR
SERVICES
(Cooperative Competitive Award)**

This Agreement is made this ____ day of November, 2021 (the "Effective Date") between the Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the State of Florida and whose address 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308 (the "Town"), and Provincial South, Inc. dba PSI Roofing (the "Contractor"), a Florida corporation, whose address is 792 NE 45 Street, Oakland Park, FL 33334.

WITNESSETH

WHEREAS, the Town wishes to enter into an agreement with Contractor (this "Agreement") for the provision of roof repair services for the Development Services/Jarvis Hall/VFD and Public Works buildings (the "Services"); and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between Region 4 Education Service Center ("Region 4 ESC") and RL National Roofing Partners, LLC dba National Roofing Partners ("NRP"), an OMNIA Partner, pursuant to the Region 4 ESC Solicitation No. 18-09 for Roofing Products, Services, and Job-Order-Contracting Services and resulting contract #180901-FL-028 dated March 1, 2019, attached hereto and incorporated herein as Exhibit "A" (the "OMNIA Contract"); and

WHEREAS, Contractor is a local partner of NRP; and

WHEREAS, the Town Procurement Manual authorizes the Town to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement shall be until completion of the Services.

Section 2. Contract Terms. The Contractor agrees to provide the Town the Service as set forth in the OMNIA Contract, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the OMNIA Contract, the order of priority shall be: this Agreement, and the OMNIA Contract.

The following additional provisions are included:

- A. The "Town of Lauderdale-By-The-Sea" and "the Town" shall be deemed substituted for "Region 4 ESC" with regard to any and all provisions of the OMNIA Contract, including by example, and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents, which is incorporated herein by this reference. All recitals, representations, and warranties of Contractor made in the OMNIA Contract, including Contractor's proposal, are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein.
- B. The Town shall compensate Contractor pursuant to the rates set forth in the OMNIA Contract, in an amount not to exceed \$298,997.60, with a contingency in the amount of \$6,441.60, for a total amount not to exceed \$305,439.20.
- C. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida.
- D. Public Records
 - 1. Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
 - 2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
 - 3. Upon request from the Town's custodian of public records, Contractor shall

provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT tedraa@lauderdalebytheseafl.gov, OR BY MAIL: Tedra Allen, Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

Refusal of the Contractor to comply with the provisions of this Section shall be grounds for immediate termination for cause by the Town of this Agreement.

E. Scrutinized Companies

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

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

F. ETHICS

1. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
2. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
3. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
4. Compliance with Applicable Law: Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any service that is unlawful or offensive.

G. INSURANCE

Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town are named as additional insureds with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

Contractor shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

- 1. Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
- 2. Workers' Compensation Insurance** – Statutory.
- 3. Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.

H. INDEMNIFICATION

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

defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Section 3. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

For Town: Town Manager
 Town of Lauderdale-By-The-Sea
 4501 North Ocean Drive
 Lauderdale-By-The-Sea, FL 33308

Copy to: Town Attorney
 Town of Lauderdale-By-The-Sea
 4501 North Ocean Drive
 Lauderdale-By-The-Sea, FL 33308

For Contractor: Amanda Gleiser
 PSI Roofing
 792 NE 45th Street
 Oakland Park, FL 33334

Section 4. Severability. This Agreement sets forth the entire agreement between Contractor and the Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 5. Waiver of Jury Trial. The Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

PSI Roofing

Linda Connors, Town Manager

Date: _____

Date: _____

Attest: _____
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Lucila Lang, Director of Finance and Budget

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-77 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH TYLER TECHNOLOGIES FOR PAYROLL, FINANCE, AND BUSINESS TAX RECEIPT SOFTWARE, UTILIZING THE SOURCEWELL CONTRACT #090320-TTI; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: This year, the Town's budget was based on "Building a Stronger Foundation." This encouraged staff to review the status of Town systems to ensure we have the most up to date technology so that we provide the tools necessary for staff to be efficient.

In our review of determining how we can upgrade so that we can improve service and processes, we determined that we should address the Town's outdated processing systems. The Town's current financial system has not been updated in over twenty years and because of that, it is burdensome and doesn't provide opportunities to interface with the public. The system that we utilize for tracking and processing Business Tax Receipts is also outdated and does not have the ability to efficiently process payments.

To determine the system that would work best with the Town, staff held conference calls with several different companies that offer financial software systems to review their product and compare it to our needs. After extensive review, staff is recommending Tyler Technologies, Inc. to provide comprehensive software that will provide services for Finance, Human Resources and Business Tax Receipts. Currently there are 37 Florida clients that are using the Town staff's recommendation, Tyler Incode 10, three of which migrated from FundBalance which is our current system.

Some of the more important benefits to utilizing the Incode 10 system are:

1. It is a CLOUD-based system which is much more effective and efficient than our current system,
2. It provides many new and updated options such as automating vendor payments and the ability to process payments in real time,
3. It includes additional modules/solutions that will provide an integrated solution for all of our software needs in all of our departments,

4. It has the ability to build community connections with the residents and local businesses, making it easier for them to submit requests to the Town and track the requests' progress,
5. Payments to the Town can be received on-line and posted to the appropriate g/l accounts,
6. Staff will now have the ability to electronically capture, manage and retrieve documentation received in all the different modules,
7. It includes additional modules that will allow the system to grow with the Town's needs.

The Tyler Technologies, Inc.'s proposal (**Exhibit 2**) includes:

- **Financial Management Suite**
 - Core Financials-includes general ledger, budget preparation, bank reconciliation, output director (e-mailing capabilities across multiple modules), electronic signatures and standard forms package and CellSense (capability to export reports to Excel files).
 - Accounts Payable will provide the Town the opportunity to automate the process of vendor payments.
 - Fixed Assets-provides the Town with the ability to track and report on all fixed assets while reducing data entry. This system seamlessly integrates to allow for automated tracking, management, accounting and reporting of multiple funds, departments and location.
 - Purchasing-Purchase order module.
 - Accounts Receivable-maintain vendor and customer information, reduce invoice processing time, increase payment collections and create detailed reports.
- **Personnel Management**
 - Payroll and Human Resource functionality to be able to track employees pay rate and human resources information, process paychecks and other related payroll and human resources information. Personnel Management integrates with the General Ledger.
 - ESS Time and Attendance allows employees a web portal to see base employee information and efficiently request common changes. The ESS Time and Attendance function provides electronic capture of employee time which offers a more accurate account of actual time worked and automates the process of collecting, calculating, and entering employee hours each pay period. The ESS Time and Attendance seamlessly flows into the payroll process.
- **Cashiering**
 - This module will provide the Town the ability to accept various kinds of payments and have these payments feed directly into the General Ledger.
 - It will support credit/debit cards, a cash collection interface and a cashiering receipt import.
- **Community Development Suite**
 - Licensing: This module will automate the tracking of the various license accounts, and their related information, license periods, charges and payments for Business Tax Receipts.

In addition to providing updated software for these three departments, the system will also provide the following additional services:

- **MyCivic Citizen Engagement & 311** (communications)

- A mobile platform designed to increase and enhance community engagement and improve service delivery. Through a single app, residents will be better connected and able to play a more active role in the community. This will make it easier for residents and business users to submit requests and find community information and communicate with staff.
- With the My Civic 311 app, residents and business owners will be able to make non-emergency requests, follow-up on responses, provide feedback and suggestions, view event calendars and make payments.
- **Tyler Content Manager Standard Edition (storage)**
 - This brings the physical document storage system into the digital age. The Town will be able to electronically capture, manage and retrieve documents. The Standard Edition includes features such as barcode recognition, full-text searching, mass scanning/importing functions and much more.
- **Tyler University**
 - Tyler University has over 400 training videos in the library. Many are grouped into curricula to allow the user to learn the process in order. Managers will be able to assign and monitor the training progress of their users, as well as customize training for new hires. In addition to the University, Tyler Technologies, Inc. offers annual webinars to all clients regarding year-end closing.

Additional information regarding Tyler Technologies, Inc. and the product that they provide is attached as **Exhibit 3**.

As the Town upgrades this software in FY22, there will be an opportunity to consider upgrading the Public Works team in the future to assist with the management of capital projects and tracking asset performance. If the transition to Tyler Technologies, Inc. is favorable, staff will propose funding in the FY23 budget for Public Works software component.

The FY22 Budget includes \$125,000 in the CIP Fund for this upgrade. The financial impact to the budget for FY22 is a total cost of \$113,587 which includes the cost of the upgrade and the annual licensing fee. In future years, the annual fee will be \$31,000, which is an increase of approximately \$13,500 over current costs required to maintain our current software for Payroll, Finance and BTR systems.

Staff was able to utilize Sourcewell Contract # 090320-TTI (a nationwide purchasing cooperative **(Exhibit 4)**) and work directly with Tyler Technologies, Inc. to access cooperative pricing. Tyler Technologies, Inc. participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler Technologies, Inc. a contract. The Town Purchasing Manual states that the Town may procure goods and services via contracts that result from the Town's participation in cooperative purchasing groups with other governmental agencies of the Town's use of contracts from state or national cooperative purchasing networks that awarded contracts through open competition.

Recommendation: Staff recommends approval of the attached Resolution approving an agreement with Tyler Technologies, Inc. utilizing the Sourcewell Contract, for a two-year term with

automatic annual renewals, in an amount of \$113,587, with a recurring annual cost of \$31,000 and authorizing the Town Manager to execute the associated contract with Tyler Technologies, Inc.

Attachments:

- Ex.1 – Resolution 2021-77
- Ex.2 – Tyler Technologies, Inc. Sales Quotation
- Ex.3 – Product Data Sheets
- Ex.4 – Sourcewell Contract – Tyler Technologies
- Ex.5 – Tyler Technologies, Inc. Contract

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3 A RESOLUTION OF THE TOWN COMMISSION OF THE
4 TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,
5 APPROVING AN AGREEMENT WITH TYLER
6 TECHNOLOGIES FOR PAYROLL, FINANCE, AND
7 BUSINESS TAX RECEIPT SOFTWARE, UTILIZING THE
8 SOURCEWELL CONTRACT # 090320-TTI; AUTHORIZING
9 THE TOWN MANAGER TO EXECUTE THE AGREEMENT;
0 AND PROVIDING FOR AN EFFECTIVE DATE.

2 **WHEREAS**, Tyler Technologies, Inc. (“Tyler”) participated in the competitive bid
3 process in response to Sourcwell RFP #090320 by submitting a proposal, on which Sourcwell
4 awarded Tyler a Sourcwell contract, numbered 090320-TTI (the “Sourcwell Contract”); and

5 **WHEREAS**, the Town is a member of Sourcewell; and

6 **WHEREAS**, the Town wishes to contract with Tyler utilizing the Sourcwell Contract for
7 Payroll, Finance, and Business Tax Receipt Software and related services (the “Services”) in an
8 amount of \$113,587, with an annual cost of \$31,000 (the “Agreement”); and

9 **WHEREAS**, Section IV.E. of the Town's Purchasing Manual authorizes the Town to
0 procure goods or services utilizing contracts that result from the Town's participation in
1 cooperative purchasing groups; and

2 **WHEREAS**, the Town Commission deems it to be in the best interest of the Town and its
3 residents to approve an Agreement with Tyler for the Services.

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

6 **SECTION 1. Recitals.** The foregoing “Whereas” clauses are hereby ratified and
7 confirmed as being true and correct and incorporated herein by this reference.

8 **SECTION 2. Agreement Approved.** The Agreement with Tyler for the Services,
9 attached hereto as Exhibit “A,” is hereby approved.

0 **SECTION 3. Authorization to Execute the Agreement.** The Town Manager is hereby
1 authorized to execute the Agreement with Tyler in an amount of \$113,587, with an annual cost of
2 \$31,000, attached as Exhibit “A,” together with such non-substantial changes as are deemed
3 necessary by the Town Manager and approved as to form and legal sufficiency by the Town
4 Attorney.

SECTION 4. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on this 14th day of December, 2021.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Quoted By: Lori Dudley
 Quote Expiration: 12/29/21
 Quote Name: Fundbalance Migration to Incode
 10 with SaaS Flip

Sales Quotation For:

Town of Lauderdale-By-The-Sea
 4501 N Ocean Dr
 Lauderdale By The Sea FL 33308-3610
 Lucila Lang
 +1 (954) 640-4206
 lucilal@lbts-fl.gov

Tyler Software

Description	License	Discount	License Total	Annual Maintenance
Incode				
Incode 10 Financial Management Suite				
Core Financials	\$ 20,995	\$ 14,697	\$ 6,298	\$ 0
Fixed Assets	\$ 2,228	\$ 1,560	\$ 668	\$ 0
Personnel Management (Includes Position Budgeting)	\$ 10,995	\$ 4,398	\$ 6,597	\$ 0
Purchasing	\$ 5,280	\$ 3,696	\$ 1,584	\$ 0
Accounts Receivable	\$ 5,500	\$ 3,850	\$ 1,650	\$ 0
Incode 10 Customer Relationship Management Suite				
Cashiering	\$ 6,500	\$ 4,550	\$ 1,950	\$ 0
Incode Community Development Suite				
Licenses	\$ 5,000	\$ 2,000	\$ 3,000	\$ 0
Tyler Content Management				
Tyler Content Manager Standard Edition	\$ 7,153	\$ 2,861	\$ 4,292	\$ 0
TOTAL:	\$ 63,651	\$ 37,612	\$ 26,039	\$ 0

Tyler Annual Software – SaaS

Description	Annual
Incode	
Incode 10 Financial Management Suite	
Core Financials SaaS Annual Fee	\$ 7,138
Accounts Receivable SaaS Annual Fee	\$ 1,870
Purchasing SaaS Annual Fee	\$ 1,795
Personnel Management (Includes Position Budgeting) SaaS Annual Fee	\$ 3,738
Fixed Assets SaaS Annual Fee	\$ 758
Employee Self Service (Employee Portal)	\$ 0
ESS Time and Attendance	\$ 1,243
Incode 10 Customer Relationship Management Suite	
Cashiering SaaS Annual Fee	\$ 2,210
Incode Community Development Suite	
Licensing Online Component	\$ 1,200
Licenses SaaS Annual Fee	\$ 1,700
MyCivic	
MyCivic Citizen Engagement & 311	\$ 6,500
Tyler Content Management	
Tyler Content Manager Standard Edition -TCM SE SaaS Annual Fee	\$ 2,432
TOTAL:	\$ 30,584

Tyler Annual Services

Description	Annual
Incode	
Other Services	
Tyler U	\$ 388
TOTAL:	\$ 388

Services

Description	Hours/Units	Price	Discount	Extended Price	Maintenance
Incode 10 Financial Management Suite					
Professional Services	344	\$ 36,120		\$ 36,120	\$ 0
Accounts Payable Vendors Data Conversion	1	\$ 1,750	\$ 1,750	\$ 0	\$ 0
General Ledger Chart of Accounts Data Conversion	1	\$ 1,500	\$ 1,500	\$ 0	\$ 0
Personnel Management -Payroll History Data Conversion	1	\$ 1,000		\$ 1,000	\$ 0
Personnel Management - Employees Records Data Conversion	1	\$ 2,000		\$ 2,000	\$ 0
Incode 10 Customer Relationship Management Suite					
Professional Services	44	\$ 4,620		\$ 4,620	\$ 0
Incode Community Development Suite					
Professional Services	32	\$ 3,360		\$ 3,360	\$ 0
MyCivic					
Professional Services	32	\$ 3,616		\$ 3,616	\$ 0
Tyler Content Management					
Professional Services	32	\$ 3,360		\$ 3,360	\$ 0
Other Services					
Project Management	1	\$ 2,500		\$ 2,500	\$ 0
TOTAL:		\$ 59,826	\$ 3,250	\$ 56,576	\$ 0

Summary

Total Tyler Software
Total SaaS
Total Tyler Services
Summary Total
Contract Total

One Time Fees

\$ 26,039

\$ 56,576
\$ 82,615
\$ 113,587

Recurring Fees

\$ 30,584
\$ 388
\$ 30,972

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
Incode			
Incode 10 Financial Management Suite			
Accounts Payable Vendors Data Analysis	4	\$ 420	\$ 0
Accounts Receivable	12	\$ 1,260	\$ 0
Core Financials	132	\$ 13,860	\$ 0
ESS Time and Attendance	28	\$ 2,940	\$ 0
Fixed Assets	16	\$ 1,680	\$ 0
General Ledger Chart of Accounts Data Analysis	8	\$ 840	\$ 0
Personnel Management History Data Analysis	4	\$ 420	\$ 0
Personnel Management	92	\$ 9,660	\$ 0
Personnel Management - Employees Records Data Analysis	4	\$ 420	\$ 0
Purchasing	28	\$ 2,940	\$ 0
Employee Self Service - Employee Portal	16	\$ 1,680	\$ 0
Sub-Total	344	\$ 36,120	\$ 0
Incode 10 Customer Relationship Management Suite			
Cashiering	44	\$ 4,620	\$ 0
Sub-Total	44	\$ 4,620	\$ 0
Incode Community Development Suite			
Licenses	32	\$ 3,360	\$ 0
Sub-Total	32	\$ 3,360	\$ 0
MyCivic			
MyCivic Citizen Engagement & 311	32	\$ 3,616	\$ 0
Sub-Total	32	\$ 3,616	\$ 0
Tyler Content Management			
Tyler Content Manager Standard Edition	32	\$ 3,360	\$ 0
Sub-Total	32	\$ 3,360	\$ 0
TOTAL:	484	\$ 51,076	\$ 0

Comments:

Client's Sourcewell ID # 8212

SaaS term is 3 years

Some services may be delivered remotely via web-based training.

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

General Ledger conversions include Chart of Accounts - additional fee for historical views.

Personnel Management/Payroll conversions include employee master information. This includes master record, addresses, contact and dependent information, state and federal tax setup, direct deposit information, as well as state retirement. Additional fee for historical views.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____

TYLER'S SECURE DATA BANK

With more than 30 years of industry experience, Tyler provides a unique combination of services to meet the specific needs of state and local government. Our SaaS offering is a full-service SaaS, meaning we own, administer, and support all hardware and applications. Our commitment to full service means that Tyler doesn't rely on sub-contractors. We have a team of Tyler employees who are dedicated solely to SaaS operations.



Tyler maintains two SaaS data centers operating under a continuous improvement model whereby the hardware, software and technical infrastructure are constantly being reviewed and optimized for performance and stability. New client acquisition, utilization and advancements in technology all influence changes in the data center configuration. Our investments include industry-leading solutions from:

- Microsoft
- IBM
- Cisco
- Liebert
- Caterpillar

Data Security

Tyler takes security very seriously. We use a multitude of different security solutions to ensure secure communications including Virtual Private Network (VPN) devices, software VPNs and HTTPS. Network engineers work closely with application teams to ensure security practices are employed throughout the entire product lifecycle.

Redundancy

When we built our SaaS infrastructure the goal was simple: no single point of failure. Our investments in every facet of the project include multiple devices set up for high availability and failover. The disk sub-system uses fully redundant drive arrays that prevent downtime due to a failed disk drive. We have multiple Internet providers at both of our data centers in Yarmouth, Maine, and Dallas, Texas, leaving their respective states through different routes. An Uninterruptible Power Supply (UPS) provides seamless failover to a diesel generator in the event of a power outage. In the event of a catastrophic failure at one facility, our disaster recovery plan assures that all critical processes continue uninterrupted at the second data center.

An audit of Tyler's SaaS data center, sponsored by one of Tyler's SaaS clients, was performed by IBM Global Services. The audit was conducted to formally document the redundancy and fault tolerance

capabilities of the data center and its operational procedures. It's clear — Tyler takes its SaaS services very seriously. Our professional staff is trained and knowledgeable in all aspects of SaaS administration, our facility is state-of-the-art and our attention to our clients is unrivalled.

The Data Banks

- Tier III Plus datacenter
- Carrier Neutral – over 20 ISPs
- Owned and operated by DataBank
- Nuclear Fallout / Tornado Shelter

PHYSICAL ACCESS

- 7 x 24 on-site security staff
- Gated private parking lot
- Separate visitor parking
- Card and bio-metric access

COMPLIANCE

- EU Safe Harbor
 - ✓ Yes
- SAS 70 Type II / SSAE 16
 - ✓ Yes

SERVICE AVAILABILITY

- VMWare HA
- Citrix HA
- Infrastructure HA

DATA CENTER AVAILABILITY

- Active / Active Datacenters
- SAN level data replication over MPLS*
- Geographically dispersed clientele*

SUPPORTED CLIENTS

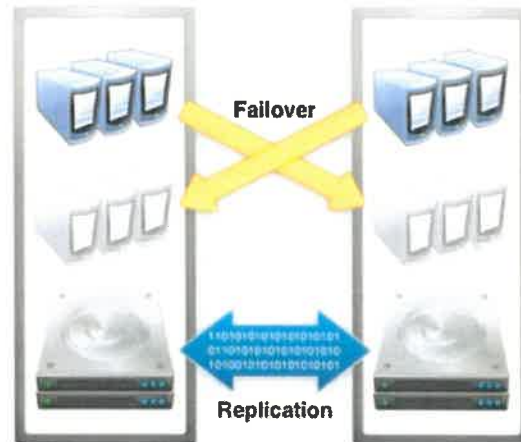
- Windows XP/Vista and Windows 7
- Mac OS X
- iPad, iPhone, Android Devices*

SUPPORTED DEVICES

- Dynamic printer support*
- Local disk access
- Twain compliant devices*
- Windows Image Acquisition*

PROTECTING YOUR DATA

- SAN level snapshots
- Disk to Disk Backups
- SAN level replication*



Software that thinks like you do.

Tyler Technologies (NYSE: TYL) is a leading provider of end-to-end information management solutions and services for local governments. Tyler partners with clients to empower the public sector — cities, counties, schools and other government entities — to become more efficient, more accessible and more responsive to the needs of citizens. Tyler's client base includes more than 11,000 local government offices in all 50 states, Canada, the Caribbean, the United Kingdom and other international locations. Forbes has named Tyler one of "America's Best Small Companies" seven times and the company has been included four times on the Barron's 400 Index, a measure of the most promising companies in America. More information about Plano-based Tyler Technologies can be found at www.tylertech.com.

Follow us on



Why Choose Tyler?

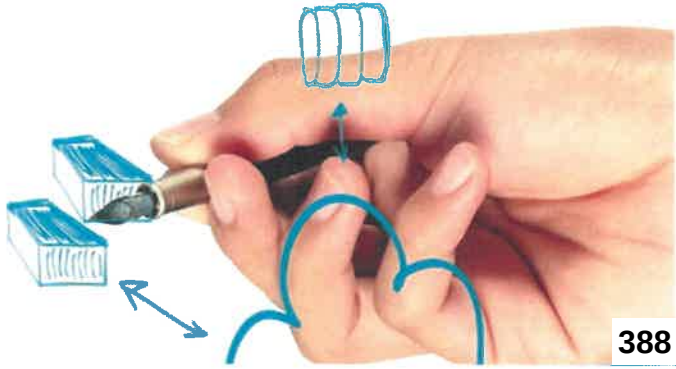
Cloud computing isn't new to Tyler. In fact, Tyler began offering cloud-related services in 2000, hosting software and client data in our data center and providing access to clients on a subscription basis. Tyler took the best features and functionality of cloud computing to develop a cloud-based offering designed specifically for the unique needs of the public sector.

Today we offer proven cloud-based options for virtually all of our products, and we remain committed to offering the most effective and efficient software delivery methods to our clients, whether online or on site.

Your needs drive Tyler's IT architecture, not the other way around. We use a hybrid cloud infrastructure that provides client access to software and data.

"We're a small jurisdiction and we don't have IT professionals on staff. With the Tyler cloud solutions, Tyler's employees maintain, support and administer our applications at their remote data center. They perform all the server and software maintenance, and install patches and updates before we come into the office in the morning. In the past when we have done this ourselves it has taken us several hours and the system is unavailable to our employees."

— **Peggy Michaels**, County Assessor, City of Shenandoah, Texas



A Solution for Secure and Efficient Vendor Payments

AP Automation enables organizations to quickly and accurately automate vendor payments, creating a win-win for your organization and your vendors.

Designed to mirror the check workflow process in a fraction of the time, AP Automation can produce substantial savings for your organization. Paying suppliers becomes easy, efficient, secure, and painless, while reconciliation is simplified and manual errors are virtually eliminated.

AP Automation solution offers numerous benefits for your organizations and your vendors.

- **Reduces your organizations' number of paper checks**, which can cost between \$4 and \$20 each!
- Empowers you to streamline your organizations' accounts payable **at no cost**.
- Enables you to **process payments in real time**, allowing vendors to quickly receive payment.
- **Reduces fraud and misuse** by eliminating the need to store vendors' bank data.
- Allows your organization to **instantaneously view status and reconcile payments**.
- Eliminates the need for you to collect and manage vendor bank accounts for EFT payments. Instead, organizations can **rely on Tyler to track what is needed for vendors to get paid**.
- Gives your organization **credit toward their next Tyler product or service** with each card transaction processed.
- **Integrates with Tyler's ERP solutions**. AP Automation is **built into** the existing vendor payment processes.

To learn more, please contact us at

APAutomation@tylertech.com | 800.646.2633 | tylertech.com

MyCivic Citizen Engagement & 311

FOR INCODE



ENHANCE ENGAGEMENT

Connect citizens with their local government through a single, easy-to-use mobile app.



IMPROVE ISSUE REPORTING

Empower residents to report issues, ask questions, and monitor resolutions, which can be easily tracked and managed by staff.



SHARE INFORMATION

Keep community members up-to-date via real-time or pre-scheduled push notifications.

MyCivic™ is a mobile platform designed to increase community engagement and improve service delivery. MyCivic makes it easy for residents and business users to submit requests, complete licensing and permitting applications, pay bills, find community information, communicate with city hall, and more.

MyCivic offerings include:

- **MyCivic Citizen Engagement™:** A civic engagement solution that places all public-facing information and communication tools in a single app, which you can custom brand.
- **MyCivic 311™:** A robust request management system for both citizens and staff. MyCivic 311 is available as a standalone or in addition to MyCivic Citizen Engagement

MYCIVIC CITIZEN ENGAGEMENT

Whatever you want to communicate, MyCivic Citizen Engagement delivers a comprehensive, affordable, and easy-to-use mobile app experience for the people you serve. Through a single app, residents will be better connected and able to play a more active role in your community.

MyCivic Citizen Engagement allows you to tailor messaging for your audience. You can incorporate your city, town, or organization's branding with flexible, customizable design options, and you have complete control over content, which can be updated in real-time to ensure that only the most current information is shared with your constituents.



WITH MYCIVIC, YOUR COMMUNITY MEMBERS CAN:

- Make non-emergency requests
- Follow responses to requests and resolutions
- Provide feedback and suggestions
- View event calendars
- Receive real-time notifications
- Find public transportation options
- Pinpoint community facilities on maps
- Make payments
- Apply for permits and licenses

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Build Community Connections

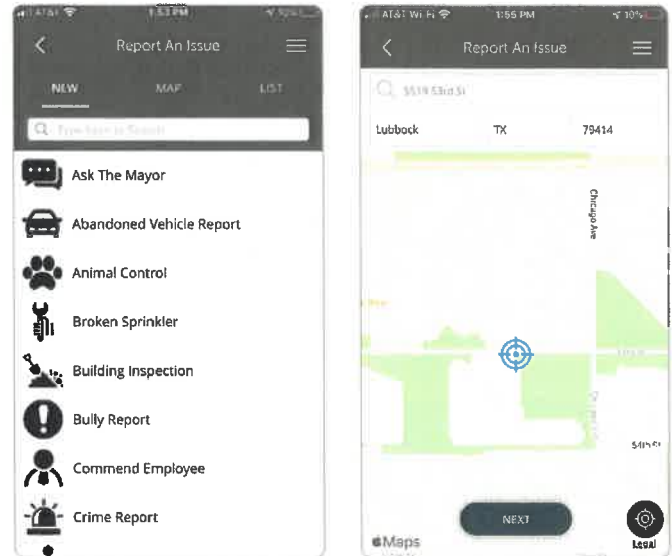
With MyCivic, you can stay connected with residents and share the services, resources, and information you have to offer. App users can find local news, events, and job postings, and easily locate parks and trails with built-in maps and geolocation services. The app's two-way communication options keep community members up to date with information that's important to them and enable elected officials and leaders to connect with constituents.

MyCivic Citizen Engagement Highlights

- **Push Notifications:** Communicate up-to-the-minute such as city office closings or storm alerts, which can be pushed to community members in a zip code or geo-located area in real time.
- **Calendar Feeds:** Create one-time or recurring events that citizens can add to their device calendars.
- **News and Multimedia:** Build social outreach with support of RSS feeds, Facebook®, Instagram®, Twitter®, YouTube®, and photo albums.
- **People and Information:** Make it easy for residents to search for and contact your elected officials, staff, or community groups.
- **Maps:** Create walking tours, pinpoint event locations, share public transportation maps, and more with GIS integration.
- **Surveys:** Develop customized surveys and feedback forms to give your community a voice.
- **Customized Branding:** Tailor your app branding to align with your organization's design standards.

MYCIVIC 311

MyCivic 311 gives citizens the power to report issues, ask questions, and monitor resolutions 24/7/365. Staff can easily track, manage, respond, and analyze issues and service requests while real-time status and resolution updates keep citizens informed and reduce office phone calls.



Empower Residents

MyCivic 311 enables citizens to submit incidents or requests anytime, anywhere on their mobile device, your organization's website, or Facebook page. To submit a report, citizens simply select the type of issue, enter accompanying notes, attach photos, and notify staff with the click of a button. Once an issue is submitted, citizens will be kept updated of resolution status through real-time emails or push notifications.

Streamline Your Back Office

Once an issue has been reported, MyCivic automatically generates an email or push notification to staff within the appropriate department. Past-due or unresolved issues can be escalated, and automated responses can be generated for recurring issues.

Issues are seamlessly tracked from start to finish, delivering immediate insight into what's happening in your community. Robust reporting and analytics, along with heat maps identifying issue locations and trends, give staff the information they need to make informed, community-centric decisions.

Tyler 311



MANAGE REQUESTS

Effectively manage non-emergency civic requests



BUILD EFFICIENCY

Create, maintain, and monitor integrated workflows to resolve requests quickly



TYLER INTEGRATIONS

Incode, Munis, MyCivic, EnerGov, Tyler EAM, Tyler Hub, and Tyler Content Manager

COMPREHENSIVE CITIZEN REQUEST MANAGEMENT

Tyler 311™ is at the core of an integrated civic request management system that takes in requests from multiple channels, manages resolutions, and measures results. As a critical part of a web-based citizen request infrastructure, Tyler 311 combines:

- **Comprehensive citizen requests** from the Tyler 311 online portal, MyCivic™ mobile app, as well as via email, 311 calls, and walk-ins
- **Integrated resolution workflows** that create efficiencies
- **Valuable insights and reporting** for internal stakeholders

Tyler 311's integrations power an enterprise-wide system that connects workflows across departments, eliminating silos to resolve issues more quickly.

ROBUST REQUEST INTAKE CHANNELS

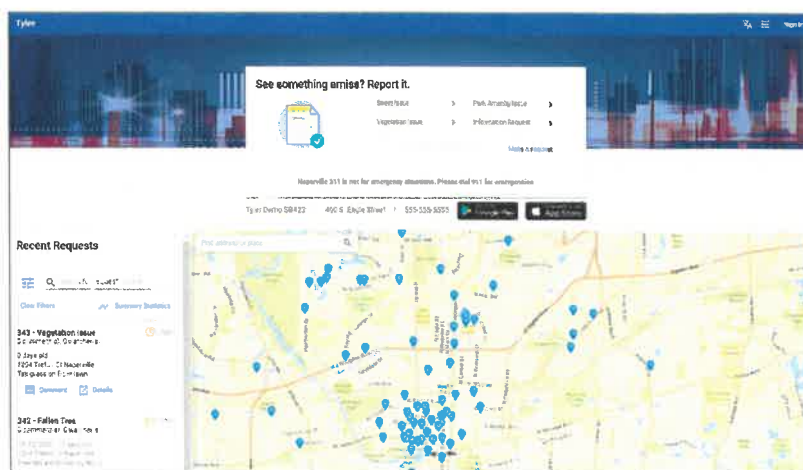
Tyler 311 is built around an intake system that handles requests from walk-ins; via email and phone; as well as from:

- **The Tyler 311 citizen portal**, which allows community members to make requests via an online portal from an organization's website. Clients can easily embed the portal on an existing citizen-facing website. Community members can also search for existing requests by date range and incident case number. The portal provides your community with a statistical view of incident submissions and response times.

- **The MyCivic mobile app**, which allows community members to report issues, ask questions, and monitor resolutions 24/7/365 via an easy-to-use app. To submit a request, community members simply select the type of issue, confirm/adjust the location, enter accompanying notes, attach photos, and notify staff with the click of a button.

Citizen request engagement doesn't end with the initial request intake. Tyler 311 keeps community members informed about their requests through email alerts and push notifications.

And in recognition of the importance of usability, Tyler 311 streamlines the citizen experience. A request only needs to be made once through one intake channel, whether through the online portal, MyCivic mobile app, email, phone call, or walk-in. After a request is made, citizens can follow progress online and through the mobile app.



Tyler 311 Citizen Portal

RESOLUTION MANAGEMENT AND INTEGRATION

To resolve requests efficiently and streamline workflows, Tyler 311 integrates seamlessly with Tyler software such as Incode®, Munis®, EnerGov™, Tyler Content Manager™, Tyler EAM™, and third-party applications.

Following the intake of a citizen request, Tyler 311 helps manage prioritization, departmental alerts, and assignments, as well as citizen updates. Tyler 311 can automate task notifications to assignees so appropriate steps can be taken right away.

To make request resolution more efficient, Tyler 311 is designed from the ground up for seamless, enterprise-wide integration. Key integrations include:

- **ESRI ArcGIS integration:** Improves staffing deployment efficiencies and provides valuable reporting data
- **Geofencing:** Prevents out-of-bounds requests by global or request type geofencing
- **EnerGov:** Connects code enforcement tasks to requests
- **Tyler EAM:** Connects work-orders to requests

INSIGHTS: TYLER HUB AND REPORTING

Tyler 311 provides internal stakeholders with insights into request management performance. Reporting capabilities and integration with Tyler Hub lets governments evaluate how well they are meeting the needs of constituents.

Combining Tyler 311 with Tyler Hub surfaces key data through a configurable analytics dashboard that tracks active requests. The user-friendly dashboard makes it easy to monitor trends such as days-to-close, incident volume trends (by type/time/district), geo-spatial density, and more. Tyler Hub provides a configurable KPI dashboard to help make sure goals are being met.

Available Tyler 311 reports include, but are not limited to:

- **Overview:** A general, high-level view of various requests in the system

- **Department:** Includes incident descriptions for a selected date range or department
- **Request Volume:** Shows call volume by clerk and shows the list of requests by user organized by category, including the status number
- **SQL Server Reporting Services (SSRS)**

FEATURES

- Automate email notifications to responsible personnel
- Easily attach documents, such as photos or incident reports
- Automatically link related requests with reference tags
- Customize request types with user-defined fields
- View requests with address mapping and add notes
- Initiate inspections before workflows, creating EnerGov or Tyler EAM transactions
- Modify requests to fix incorrectly submitted incidents without civic disruption.
- Configure downstream system records automatically or manually, providing workflow flexibility

BENEFITS

- Reduces misuse of 911 emergency call system
- Provides citizens with direct and convenient communication to city services
- Streamlines implementation with pre-built request templates
- Uses GIS mapping for quick entry and visualization of incident volume
- Features call scripting for a faster onboarding experience and citizen communication
- Creates request types based on GIS geofences to prevent erroneous, out-of-city-bounds requests
- Includes district mapping for reporting
- Prevents request duplication on civic submissions to reduce redundancy
- Offers optional content moderation to control comments and images

Incode Licensing

CUSTOMIZE PROCESSES

Incode Licensing supports multiple user-defined attributes, allowing users to tailor license types to meet their organization's needs.

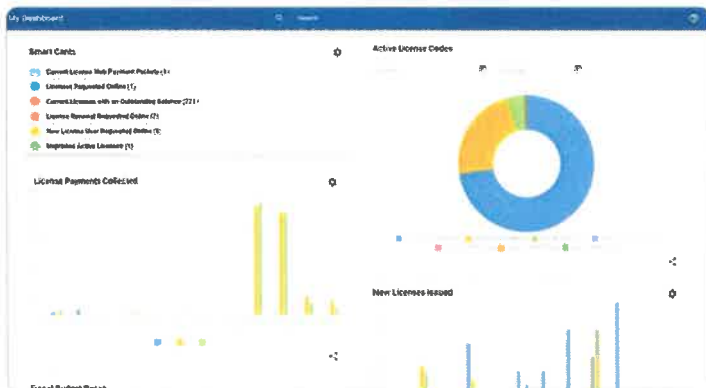
SIMPLIFY REPORTING

Role-based dashboards enable users to generate census and council reports with ease and efficiency.

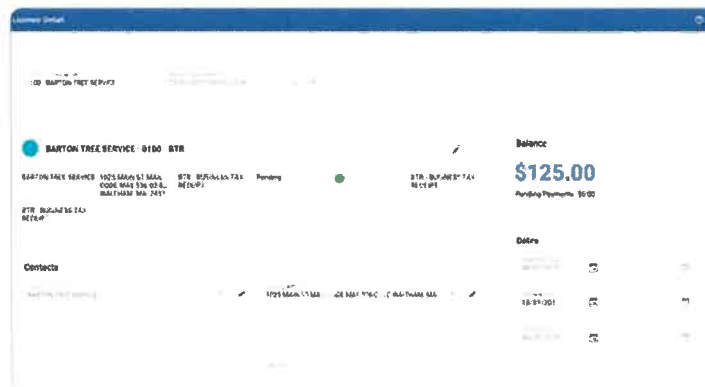
STREAMLINE WORKFLOW

Integration with Incode Financial Management allows for easy payment processing, refund transfers, and seamless updates to the general ledger.

Tyler Technologies' Incode Licensing™ module automates the issuing and tracking of various licenses handled by agencies. It provides flexible searching for easy information retrieval and allows multiple license types to be defined. Additional flexibility allows for user-defined data attributes per license type, allowing your organization to handle miscellaneous registrations, as well as licenses, and flat fee and parameter-driven fee calculations.



My Dashboard



License Detail

TYLER INTEGRATIONS

Incode Licensing integrates with a variety of Tyler products, including:

- Incode Contact and Property Management™
- Incode Permitting™
- Incode Code Enforcement™
- Incode Financial Management™

HIGHLIGHTS

- HTML5 technology allows the module to be accessed from any device
- Role-based dashboards streamline workflow
- Provides real-time information with automated data sync
- Actively alerts users to items requiring their attention (i.e., expiring licenses, licenses with an outstanding balance, requisition approvals, etc.)

ADD-ONS

Incode Business Licenses Online™ and Esri® One-Way Parcel API are available as optional add-ons to Incode Licensing.

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Incode Licensing

AUTOMATE AND SIMPLIFY LICENSING PROCESSES

The features and functionality available in Incode Licensing help automate and streamline your organization's licensing processes, from creation and renewal to reporting.

- Easily view location information with Google Maps™ integration
- Simplify census and council reporting with role-based dashboards
- Search by license number, name, status, type, secondary contact information, user-defined data, and more
- View in-depth details of a property, including violations, permits, utilities, liens, and contact notes
- Empower code enforcement officers with licensed property details at their fingertips

Ask your Tyler representative about Incode Licensing to see how you can streamline your organization's licensing processes.

Tyler Content Manager



FEATURES

Electronically capture, manage, and retrieve all of your documents with ease.



INTEGRATION

TCM is closely integrated with many other Tyler products, providing a seamless connection for viewing and creating content.



OPTIONS

Tyler offers two versions of TCM to meet your agency's unique document storage needs: Standard and Enterprise Editions.

INTEGRATED CONTENT MANAGEMENT PROMOTES EFFICIENCY AND TRANSPARENCY

Your time and office space are valuable. That's why you need innovative solutions to maximize your document storage and meet your management needs. Whether you're ready to lessen the paper shuffle or eliminate paper storage altogether, Tyler Content Manager™ (TCM) is an industry-leading solution that helps bring your physical document storage system into the digital age. Now you can electronically capture, manage, and retrieve all of your documents with Tyler's TCM. Flexibly built with options to meet any agency's needs, TCM handles all of your document management challenges with ease, precision, and an eye on your bottom line.

TCM is also closely integrated to many Tyler products, providing out of the box document types and a seamless connection for viewing and creating content directly tied to your business.

STANDARD EDITION

TCM Standard Edition (TCM SE) is ideal for clients wishing to store, manage, protect, and retrieve a wide range of documents for content related to the Tyler integrated products. TCM SE includes features such as our barcode recognition, full-text searching, mass scanning/importing functions, and much more.

- Captures and stores content and underlying metadata associated with each record to make advanced searches possible.
- Set security on individual documents and manually redact images, which will provide a high amount of control over the accessibility of documents and images.

Select the best edition of Tyler Content Manager for your agency's unique document storage needs:

TCM SE is an easy-to-deploy content management solution. Through the easy capture, storage, and retrieval of documents, it electronically manages and incorporates paper documents into your processes.

TCM EE includes all the TCM SE features but further expands those functions. It provides you with the ability to define custom document types and utilize workflow to support your specific business needs for content management beyond integrated Tyler products.

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- Integrated document retention schedules help you manage document inventory while meeting local mandates. It also creates an audit history of images and document related data.
- Provides exceptional search capabilities which gives you direct, broad-based access to all of your documents, rather than having to access them one by one.

ENTERPRISE EDITION

TCM Enterprise Edition (TCM EE) provides the same features as TCM SE, however, this platform expands TCM's useful functions outside of the Tyler solution and into your agency's complete daily workflow. TCM EE gives you the ability to capture, deliver, manage, and archive all of your documents on a broader basis, integrate third-party systems, and boost your return on investment.

TCM Enterprise Edition also provides you with the ability to define custom document types and utilize workflow to support your specific business needs for content management beyond integrated Tyler products. An employee onboarding module is included to facilitate routing and approval of employee forms that can be electronically signed. Tyler continues to assess TCM to develop new features and support your robust and varied business processes.

CAPTURE

FEATURE	DETAIL	SE	EE
Barcode recognition	Recognize TCM or third-party barcodes for automatic indexing and document grouping within the content capture feature.	●	●
Single record scan (TWAIN)	Scan documents directly to the TCM record from document explorer or the document viewer.	●	●
Capture and store documents in their native format	TIFF, PDF, text, image, MS Office®, etc.	●	●
Import utility	Mass import document data and electronic images.	●	●
Optical character recognition (OCR)	Capture text from attachments so users can search over all content stored in TCM. The OCR data will also provide quick indexing with extensive data, such as long addresses or names.	●	●
Content capture	Quickly scan or import content into TCM. Optionally update the documents from this view as soon as they are created.		●
Document type creator	Create custom document types, look ups, and search bins.		●
Employee onboarding	Deliver a touchless employee onboarding experience by eliminating paper-based processes and route electronic forms that allow new hires to fill out and sign their forms remotely before their first day of work. Data captured from the form will synch with the employee's ERP record, saving time creating new records.	●	●
Automatic indexing	Ability to extract metadata from an image into a field, reducing the manual labor required to index the info.	●	●
Automatic redaction	Ability to identify sensitive data and automatically place a redaction.	●	●

- Standard
- Optional
- Not Available

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DELIVER

FEATURE	DETAIL	SE	EE
Email	Email document data and attachments directly from TCM.	●	●
Document extract utility	Mass export documents and images from TCM.	●	●

MANAGE

FEATURE	DETAIL	SE	EE
Document types and mappings	Preconfigured document types and mappings.	●	●
Security sync	Synchronize the standardized security roles from integrating Tyler applications to TCM.	●	●
Version management	Keep track of document versions, revisions, and new formats.	●	●
Annotations	Manually apply highlights, text stamps, sticky notes, and redactions to images stored in TCM.	●	●
Active directory integration	Integrate TCM security with your active directory via Tyler ID.	●	●
Retention	Provide document version control, full audit trail, restore options, comprehensive purge management, and set custom purge and retention schedules.	●	●
PDF-TIFF conversion utility	Convert PDF documents to TIFF images as content is imported into TCM.	●	●
Security	Control access to documents based on the document type, indexed field value, individual document level, and more.	●	●
Software updates	Easily patch and update management alongside other Tyler products through Tyler Deploy™.	●	●
Searching	Customize search criteria for better results using TCM filters. Search by keywords, phrases, full text of attachments (flat image files, MS Office documents, or text-based PDFs), and brief descriptions.	●	●
User access history	Identify the time and users that have viewed a document to ensure your organizations security.	●	●
Finalized documents	Set the document status to a read-only state when the document should no longer be editable.	●	●
Automatic date stamps	Select a date/time stamp to be added to images and documents stored in TCM.		●
Automatic text stamps	Customize text stamps to be added to images within TCM. The stamps can be added manually or automatically through workflow.		●
Workflow	Manage your business processes through customized workflows that meet your business needs.		●
Workflow status	Track the progress of a particular document's workflow status to identify stagnant tasks, resend emails, or view why a task was rejected.		●
Disaster Recovery	Tyler Disaster Recovery services will restore your latest data and images, and in most cases will have you up and running within hours of reporting a disaster.	●	●
Conversion services	Work with a consultant to convert data and images to TCM. Output reports provide balancing tools to ensure a complete and accurate conversion.	●	●
TCM self-service	Provide restricted access to specific content through TCM's public web interface.	●	●

STORE

FEATURE	DETAIL	SE	EE
Storage	Documents and images can be stored in the database or in the file system.	●	●
Web service API	Create intricate content management integrations between third-party applications and TCM.		●

- Standard
- Optional
- Not Available

**Solicitation Number: RFP #090320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tyler Technologies, 5101 Tennyson Pkwy., Plano, TX 75024 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTIES.** During the term of a current Maintenance or SaaS Agreement, Vendor makes the following warranties:

1. **Tyler Software Warranty** - Vendor's software will substantially conform to the functional descriptions of the Vendor software contained in Vendor's Proposal or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Vendor's maintenance and support services and the governing functional descriptions for such future functionality will be set forth in Vendor's then-current documentation.
2. **Tyler Services Warranty** - Vendor warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Vendor provides services that do not conform to this warranty, Vendor will re-perform the services at no additional cost.
3. **Third Party Warranties** – Unless otherwise indicated, Vendor does not warrant the condition of any third party products or services resold through Vendor's reseller agreement. Vendor will pass through any 3rd party warranties it receives for such items and will reasonably cooperate and coordinate for access to warranty service for 3rd party items Vendor resells.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. The foregoing notwithstanding Vendor may require (i) execution of a software and services agreement in a form substantially similar to the one included with Vendor's proposal and/or (ii) require agreement to terms required by 3rd party product providers.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order subject to Vendor's approval, not to be unreasonably withheld and payment by Participating Entity of the fee for the performance bond.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or

3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, subject to the terms of an executed software and services agreement between the Vendor and the Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;

- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcwell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract. Sourcewell and Vendor acknowledge that compliance with the Minnesota Government Data Practices Act extends only to that data to which the Act applies.

If the Vendor receives a request to release the data referred to in this article, the Vendor must comply with the Minnesota Government Data Practices Act, including any appropriate notice to Sourcewell. In such event, Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

Vendor will defend, indemnify, and hold harmless Sourcewell and/or a Participating Entity from third-party claims that the Vendor's software and/or documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets and will pay the amount of any resulting adverse final judgment (or settlement to which Vendor consents). Sourcewell or a Participating Entity must notify Vendor promptly in writing of the claim and give Vendor sole control over its defense or settlement. Sourcewell or a Participating Entity agree to provide reasonable assistance, cooperation, and information in defending the claim at Vendor's expense. If an infringement or misappropriation claim is fully litigated and Sourcewell or a Participating Entity's use of Vendor's Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Vendor consents) Vendor will, at Vendor's option either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party,

the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
 Workers' Compensation: As required by any applicable law or regulation.
 Employer's Liability Insurance: must be provided in amounts not less than listed below:
 Minimum limits:
 \$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease
\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The

coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Vendor must provide 30 days notice of any change in insurance coverage at variance with the contract requirements and promptly remedy any such variance.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures

required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

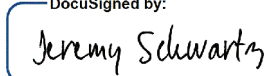
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

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By: _____

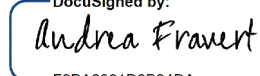
Jeremy Schwartz

Title: Director of Operations &
Procurement/CPO

12/10/2020 | 9:55 AM CST

Date: _____

Tyler Technologies

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By: _____

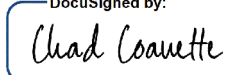
Andrea Fravert

Title: Director of Legal Affairs

12/15/2020 | 8:49 AM PST

Date: _____

Approved:

DocuSigned by:

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By: _____

Chad Coauette

Title: Executive Director/CEO

12/15/2020 | 11:07 AM CST

Date: _____

RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

Vendor Details

Company Name: Tyler Technologies

Does your company conduct business under any other name? If yes, please state: Maine

Address: 1 Tyler Drive
Yarmouth, Maine 04096

Contact: Ehren Morse

Email: ehren.morse@tylertech.com

Phone: 800-772-2260 4662

Fax: 207-712-6025

HST#: 75-2303920

Submission Details

Created On: Thursday July 16, 2020 08:36:29

Submitted On: Thursday September 03, 2020 16:18:31

Submitted By: Ehren Morse

Email: ehren.morse@tylertech.com

Transaction #: 2a2dd418-38ed-4881-94f8-bc0bd29d824c

Submitter's IP Address: 207.182.208.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Tyler Technologies	*
2	Proposer Address:	5101 Tennyson Pkwy, Plano, TX 75024	*
3	Proposer website address:	www.tylertech.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrea Fravert Director of Legal Affairs 1 Tyler Drive Yarmouth, Maine 04096 1-800-772-2260 Andrea.Fravert@tylertech.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ehren Morse Sales Operations Manager 1 Tyler Drive Yarmouth, Maine 04096 Ehren.Morse@tylertech.com 1-800-772-2260 ext. 4662	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Peter Rickett VP Sales Enablement 1 Tyler Drive Yarmouth, Maine 04096 Peter.Rickett@tylertech.com 1-800-772-2260	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Partnering with government and schools to deliver the best technology solutions is our passion at Tyler. We have decades of experience providing software and services – beginning our exclusive focus on the public sector in 1997 – no one in the market has the breadth or the experience we have. Public sector software is not just what we do, it's all we do. At Tyler, we imagine a world where all city, county, and regional government services are connected within a healthy digital infrastructure. Connecting data, processes, and people makes communities safer, smarter, and more responsive to the needs of residents. When technology works seamlessly, citizens connect to their communities and are more engaged, and government and schools can efficiently serve their constituents. What are our values? Purpose – we are purpose driven. Tyler has built its brand by delivering value for clients, creating a strong workplace culture, ensuring transparency in our operations, and empowering strong, vibrant communities. We take great pride in the Tyler brand and what it stands for. Respect – we respect our resources. Respect for the environment is more than a mindset; it requires real investment and focus. In 2019, we continued to make meaningful changes to our operations,	

infrastructure, and product offerings to better conserve natural resources and address environmental concerns at global and local levels.

Community – we are committed to building community.

A spirit of community is a common thread that runs through every interaction, inside and outside our organization. For our communities, this means generous giving through the Tyler Foundation, our endowment for charitable giving. It also means continuing our unique relationship with Both Ends Believing, Tyler's nonprofit partner benefiting children in institutional care around the world.

For our company, this means support for the wellness and fulfillment of our employees, as well as for a wide range of causes they care about. In 2019, our commitment to employee engagement earned us inclusion in Forbes' America's Best Midsize Employers for the second straight year.

For our clients and shareholders, this means providing peace of mind by investing in security, compliance, and privacy initiatives that meet or exceed software industry standards. We publish specific guidance on these programs on the Compliance page of our website.

Integrity – we refuse to compromise on integrity.

Every aspect of our business begins and ends with integrity. In adhering to corporate governance standards, integrity is our guiding principle and our number one requirement for success — with our team members, our clients, our shareholders, and even with our competitors. We consider integrity to be at the heart of our success and uphold it on a daily basis through careful listening, thoughtful analysis, and responsible decision making.

Company Background

Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions are transforming how clients gain actionable insights that solve problems in their communities.

Tyler empowers government and schools to create safer, smarter, and more vibrant communities through integrated solutions ranging from Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records to Public Safety and K-12 Education, and has been exclusively focused on the public sector since 1997.

Tyler was founded in 1966, incorporated in Delaware in November 1989 and is a publicly traded corporation on the NYSE (TYL) and is headquartered in Plano, TX, with 28 office locations across the U.S. and Canada.

With a client retention rate of 98%, Tyler has more than 21,000 successful installations across 10,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Tyler offers scalable products with the smallest jurisdiction (Loving County, TX with a Population of 82) to the largest (Los Angeles County, CA with a population of 10.1M), and reinvests annually into research and development (\$64M in 2019).

Our Products

With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Appraisal & Tax, ERP, Civic Services, Land & Official Records, Courts & Justice, Public Safety, Data & Insights, and K-12 Education. We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.

Public Sector Focus

Tyler's business units have provided software and services to customers for more than fifty years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on

		the public sector. It's 100 percent of our business. Tyler recognizes that the public sector is generally stable, risk averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler—a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services. Our Experience Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our customers. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.	
8	What are your company's expectations in the event of an award?	Tyler is invested in continuing to promote and foster usage of the contract. Tyler has been able to market the benefits of our existing contract internally and externally so sales staff are empowered with knowledge to promote its use and prospective clients are aware of its availability and benefit to their agency.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Tyler consistently maintains a solid balance sheet and strong cash flow and low debt, experiencing consistent revenue growth with 29 consecutive quarters of profitability, and a total revenue for 2019 of \$1.08 billion. While experiencing significant growth opportunities from an increase in staff and expanding territories, we anticipate additional product offerings and new technology will accelerate this growth substantially in the future. We believe a debt-free balance sheet, substantial cash reserves, and a committed customer base put Tyler in a great position in our industry to weather any unexpected turbulence in the economy. For additional revenue information please visit www.tylertech.com. Tyler's continued success validates our strategy of a singular focus of serving mission-critical needs of the public sector, backed by a strong balance sheet and strategic investments that bolster our market leadership. This singular focus is executed through multiple dimensions of products and services. In June of this year, Tyler was named to the S&P 500® index. This is a major achievement and milestone for Tyler reflecting Tyler's consistent growth and expanding market capitalization over the last two decades. Tyler's commitment to providing essential software and services to support the public sector remains stronger than ever. Please visit tylertech.irpass.com/Annual_Report_Financials to view our current annual report.	*
10	What is your US market share for the solutions that you are proposing?	Gartner estimates the total market for state/local government and education (excluding higher education) to be approximately \$21B. Tyler currently estimates our addressable market in the US to be \$9 billion, of which our current market share is around 13%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Tyler has an established presence in Canada with an increasing footprint and pipeline for new business. More than a third of our business units have existing clients in Canada and a strategic focus on increasing market share.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Tyler has never petitioned for bankruptcy protection and as described above is very proud of its financial strength with consistent long term revenue growth, a strong cash position and no current debt.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Tyler is best described as a manufacturer and service provider. A great benefit to Sourcewell members as Tyler not only develops and supports our software in house, we also have an impressive implementation team that works directly with our clients to ensure a smooth implementation. These internal teams work together seamlessly to ensure that all our products and services offered provide the best solutions to the public sector's evolving needs. Tyler offers a variety of solutions designed specifically for the public sector. From ERP and community development to public safety and school transportation, we provide solutions for all the public sector's needs. For Sourcewell members, that means one partner – one company to work with and solutions that were designed to work together.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The scope of services provided by Tyler do not include required licenses or certifications. Our proposal otherwise includes information related to certifications held by some of our personnel.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Tyler is not, and has not been over the last ten years, suspended or debarred from procurements in its various markets.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Tyler strives to provide the best client services in the industry. Our products undergo testing by trained quality assurance and certified usability analysts; therefore our clients benefit from products that work logically based upon user experience and input. We also focus our implementation and support professionals on specific groups of applications so they can offer more specialized services. Our commitment at Tyler is to ensure the highest level of client satisfaction through the efforts of Tyler's most valued resource: its people. We challenge our employees to pursue new initiatives aggressively and become industry leaders in their respective fields. Tyler employs over 5,500+ individuals, many of whom are seasoned professionals with unique and proprietary skills and years of industry experience. In fact, our employee turnover rate is very low—in recent years, about half of the industry average. Company Recognition Tyler Technologies has earned the reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have resulted in numerous accolades. Tyler has been named to the following prestigious lists alongside some of the most innovative and influential companies in the United States. Innovative and Strong: - Included in the S&P 500 (2020) - Government Technology Magazine's "GovTech Top 100 List" (2020) - ORBIE's "CIO of the Year" award (2020) - D Magazine's "CEO Financial Executives" award (2020) - Dallas Business Journal ranked Tyler's Plano office #8 in its "North Texas Fastest-Growing Public Companies" list (2017) - Forbes' "Most Innovative Growth Companies" list (2016, 2017) - Forbes' "America's Best Small Companies" list (nine times) - Barron's 400 Index ranking, a measure of the most promising companies in America (six times) - Software Magazine's "Software 500" ranking of the world's largest software and service suppliers (seven times) - Audit Integrity's "America's Most Trustworthy Companies" list (2007) Employer of Choice: - Forbes' "Best Employers for Diversity" (2019, 2020) - Forbes' "Best Employers for Women" list (2018) - Forbes' "Best Midsize Employers" list (2018) - Tyler's three Maine offices recognized as "Best Places to Work in Maine" (nine times since 2007) - The Atlanta Journal Constitution's "Top Workplaces" list (2020) - The Washington Post's "Top Workplaces" List (2020) - Dallas Morning News' "Best in DFW: Top Workplaces" recognized Tyler's Plano, Texas, office (five times) - Dayton Daily News' "Top Workplaces in the Dayton Metro Area" recognized Tyler's Moraine, Ohio, office - Tyler's Lubbock, Texas, office named to the "Best of Lubbock" list by the Lubbock Avalanche-Journal (2016 and 2017) - Detroit Free Press named Tyler's Troy, Michigan, office a top workplace (2017) - Phoenix Business Journal named Tyler's Tempe, AZ, office on Best Places to Work list (2017)
17	What percentage of your sales are to the governmental sector in the past three years	87% of Tyler's sales have been focused on the governmental sector in the past three years. *
18	What percentage of your sales are to the education sector in the past three years	11+% of Tyler sales focused on the education sector in the past three years. More than 37% of all of Tyler's clients are education sector related organizations. *
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Tyler is associated with CES, TIPS, TX DIR, MESC, OECM, TX Buyboard, NASPO (via Carahsoft). Additional state contracts include: Massachusetts ITS42, Missouri, New Jersey, Rhode Island, Virginia. *
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our federal division leverages GSA IT-70 which markets Tyler's Micropact solutions and our Data & Insights division has GSA Schedule 70 GS-35F-0119Y which markets Tyler's Socrata solutions. *

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Brevard County Sheriff's Office, FL	Bob Urie - Information Technology Manager	321.607.2697	*
North Carolina Judicial Branch	Bob Fowler -Chief Business Officer	919-890-1223	*
City of Hartford, CT	Mary Pippin - ERP Manager	860-757-9430	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of North Carolina	Government	North Carolina - NC	eCitations, eWarrants, Online Court Management System, eFiling	26 line items under 3 Suites	\$30,209,174	*
State of South Carolina	Education	South Carolina - SC	Transportation – Routing and Planning, GPS, Mobile Data Terminal, Business Intelligence Dashboard	1 Suite	\$14,500,000	*
Bexar County, TX	Government	Texas - TX	Online Court Management System, Civil Process Software, Probation Software, Jury Software, Corrections Software	24 line items under 5 Suites	\$10,995,593	*
Dallas County, TX	Government	Texas - TX	Civil Process Software, Jury Software, Court Management System	46 line items under 3 Suites	\$10,008,902	*
Franklin County, OH	Government	Ohio - OH	Appraisal Services, ePayments, ERP, Court Management Systems	4 suites	\$9,415,143	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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23	Sales force.	Tyler's organization is broken down into specific business units with focused and tenured sales teams successfully supporting each business unit. Sales departments are strategically structured with ample resources that focus on Tyler's existing clients and staff that focus exclusively on prospective new clients. Tyler is very proud of and benefits from its sales force being healthily tenured. This meaningfully supports the effectiveness of our sales organization, our consultative approach to selling and our clients' satisfaction when conducting business with Tyler. This undoubtedly helps to drive Tyler's client retention rate of 98%. In Tyler's largest division the average tenure of our sales team is 14 years and on average across the organization sales resources have spent 9+ working at Tyler and many have had careers with applicable experience doing business with the public sector. Additionally, one out of three of Tyler's employees has worked in the public sector. Our sales organization consists of nearly 400 resources who help to successfully operate Tyler's sales functions and support our growing customer base with knowledgeable and focus on each and every product that is purchased by our customers. Tyler product divisions are divided into seven distinct areas: Appraisal & Tax, Courts & Justice, Data & Insights, ERP, Federal, Local Government & Public Safety and five focused solution groups: Courts & Justice, Health & Human Services, K-12 Education, Public Administration and Transformative Technology. Tyler has offices across the United States to accommodate our growing employee & customer base and provide exceptional regional support for our existing clients. Tyler is headquartered in Plano, Texas. We have offices throughout the U.S., two in Canada, and one in the Philippines. With Sourcewell more recent expansion into Canada, Tyler looks to continue to build on this partnership and leverage this contract and Sourcewell's partnerships to expand business in Canada going forward. Tyler has a growing number of clients in Canada. Internal and external sales employees are cognizant of the effectiveness and purchasing vehicles and are specifically trained on the process for utilizing Sourcewell so they can provide information efficiently and effectively to our client and prospective clients. Tyler's clients have utilized the Tyler/Sourcewell contract more than any other means of cooperative purchasing, and Tyler looks to continue to grow the partnership and the volume of business that leverages this procurement method.	*
24	Dealer network or other distribution methods.	Tyler does not leverage a dealer network. We have proven success with selling direct to our customers and seamlessly integrating additional departments into each and every client relationship as customers continue their partnership with Tyler.	*
25	Service force.	Tyler actively seeks the best talent to help us implement our solutions for our clients. Our staff consists of seasoned professionals with unique and proprietary skills, and years of industry experience, who are focused on specific products and in dedicated regions. Assembling a quality project team that suits for project needs is important. Upon award of contract, Tyler assigns a project manager and quality project team to ensure your implementation success. Tyler staff perform services in a professional, workman-like manner, consistent with industry standards.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer satisfaction is of the utmost importance to Tyler. That's why we've designed our customer support model to ensure that issues that arise are resolved within a timely manner. Tyler provides online and continuing education resources on its support website at www.tylertech.com/client-support. Support Organization Tyler technical support is organized by business process. Our product-specific teams allow support staff to focus on a distinct group of products and services by business process so they can handle calls quickly and accurately. The support product manager is responsible for the day- to-day operations of the team and ensures delivery of exceptional technical support to our clients. The team analysts and leads are responsible for assisting the team with client issues and providing ongoing team training. Technical support specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner. Contacting Us to Make a Support Request The most efficient way to reach us is to log a support request online through Tyler's online support incidents at www.tylertech.com/client-support. You can log a case for support anytime. All data is available in real-time. Your existing contact information defaults when you create a new support case. You provide: Description, Priority, Product suite, group, and module. Best practice is to enter as the product suite and to start with the application module for all issues – the application support team will collaborate with other groups as needed for resolution. The case create-form provides unlimited space for you to describe the question or problem in detail, and you can attach files or screen capture that may be helpful to support. Use the My View screen capture tool to record the issue and attach it to the support case. As you enter your request, potential solutions are offered in the Answer Panel to the right of the case entry form. If you do not find an answer while entering your request, continue with the submit. The case is routed to the team with the experts best matched to your request. Once submitted, you will receive an automated email that includes the case number for reference. A Focus on Client Success Our mission is to deliver superior service by providing a timely response, issue resolution, and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. When you contact technical support, your request is responded to by a technical support specialist who begins working on the request at first contact. Every contact from you is logged into our customer relationship management system. This system tracks the history of each case, including the time of first contact, priority of the issue, description of the request, support recommendations, client feedback, and resolution. A list of cases is available in real time on Tyler's support website. Case Priorities To best assist clients, we triage and monitor cases by priority. The case priority is based on your needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and for you. You are responsible for communicating the priority of the case and must contact support if the priority of an issue changes. Support resources are available 8:00 AM to 5:00 PM across four standard time zones (EST, CST, MST, and PST). Tyler has established escalation paths and severity levels that range from Critical to Non-Critical. Critical priority means an issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or a loss of multiple essential system functions for all users. Tyler aims for resolution in 1 day or less. High priority issues are ones where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data; your system is operational, but an essential piece of functionality is not working. Tyler aims for resolution in 10 days or less. Medium priority issues are non-severe issues that Tyler aims to resolve in 30 days or less. Non-Critical priority issues are a lower priority and you will work with Support as time permits. Tyler aims for resolution in 60 days or less. Critical Issues If you are experiencing a severe work stoppage that requires immediate resolution, you can log a critical case through the portal, or you can call Tyler's toll-free number (800.772.2260). If all technicians are on the line assisting other clients, you can press "0" to be redirected to the operator to page the team. Following-up on Open Cases You can monitor the status of an open issue in Tyler's online support incidents. In the portal, you can review support's last action on the case and enter new information to share with support. You can request an update by entering a note on the case in the portal, or by calling support and speaking with the assigned technician. Escalating a Support Case If your situation or issue priority has changed, or if you feel you are not receiving the service you need, please contact the appropriate support product manager to escalate. The manager will follow up on your open issue and determine the necessary action.
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27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Since 1997, Tyler Technologies' singular focus has been providing software and technology services to the public sector. While this remains our focus, 2019 was a year that highlighted and amplified the multiple dimensions of our growing company. We serve multiple levels of public sector clients from local to national. The 2019 acquisition of Micropact added federal clients such as NASA and the Department of Justice to our extensive roster of municipalities, counties, state and other government entities. We engage with multiple levels of technology, from back-office systems of record that feed, access and aggregate data, to process integration with workflows across systems, to the applications that provide better access to government for community residents. We provide end-to-end software and services options designed to accommodate each client's unique situation, whether they're moving from manual processes or already engaged in advanced digital workflow. We deliver solutions in multiple ways. From locally installed, client-hosted systems to secure reliable cloud-based offerings, we facilitate hosting environments that work best for our clients. We envision a dynamic future. Our visions of helping our clients create connected communities – where data, processes, and people work together to make communities safer, smarter, and more responsive – is multilayered, with a long-term roadmap for connecting data between departments and agencies and across jurisdictions and geographical boundaries. We are accountable to multiple stakeholders, including public servants, community residents, our employees, and our shareholders, and we take our responsibilities to each of these groups very seriously. We empower the people who serve the public in multiple ways every day. Tyler's 5,500+ employees work hard every day to support our 26,000+ installations in 10,000 locations. We have public sector clients in all 50 states plus Canada, the Caribbean, Australia, Europe, and other international locations. Moreover, Tyler offers the widest range of solutions for the public sector, including: Appraisal & Tax, Civic Services, Corrections, Courts & Justing, Cybersecurity, Data & Insights, ERP Financial, Health and Human Services, Land & Official Records, Public Safety, Regulatory, School Financial, Student Information & Student Transportation. Tyler is willing and able to sell our best of breed products across the United States. We provide solutions to support all sizes of entities in the public sector and pride ourselves on providing unparalleled support to each and every customer with a growing array of support services to ensure that our clients' needs are met expeditiously and resolved quickly. This is appreciated by our clients and supports our client retention rate of 98%.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Tyler's EnerGov, MyCivic, Socrata, Versatrans, Odyssey and iasWorld products are all sold in Canada with dedicated sales resources focusing on this market and continuing to build market share. Specific to Tyler's A&T division, Tyler's experience is both deep and broad in terms of its footprint within Canada. We have been providing property assessment solutions to the Canadian market since 1992, starting with the Province of Nova Scotia. The Province of Newfoundland initially installed the Tyler solution in 1998. Along with these longtime clients, Tyler is currently in the process of implementing the iasWorld CAMA solution for British Columbia Assessment (BCA). BCA is widely regarded as one of the most advanced assessment agencies in the world, assessing nearly two million properties with a total assessed value nearing \$1.3 trillion. BCA selected Tyler's iasWorld after a competitive review process to help improve assessment quality, reduce operational and overhead costs, enhance data flow between agencies and improve employee productivity. In addition, Tyler is currently implementing the iasWorld solution in the City of Calgary. The City chose Tyler's iasWorld solution due to our experience in Canada, our appraisal expertise, the overall financial strength of the company, and our singular focus on the public section. Tyler is supporting the City of Calgary's vision of becoming a leading annual market value assessment jurisdiction.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Tyler is intent on marketing it's software & service solutions across all states in the US and across Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Tyler provides solutions predominantly to Schools, Cities, Counties, Special Districts, States and Federal Organizations and is intent on maketing its solutions to these organizations across all of Sourcewell's applicable entity sectors.	*

31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions on Tyler's ability to conduct business in Hawaii, Alaska, or other US territories.	*
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Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a proud Sourcewell partner, Tyler Technologies actively embraces and promotes this partnership to our clients and prospects. Tyler's broad portfolio of solutions empowers the public sector to deliver quality and efficient service to their constituency — through software that provides greater transparency and accessibility, sustainable office practices, and secure data that is easy to manage and maintain. Through our Sourcewell partnership, we can deliver on this mission one step further by helping the public sector make critical software procurement decisions while reducing stress and allowing them to find a solution at the most competitive price point. To drive awareness of the Sourcewell agreement, we have strategically integrated the partnership into our corporate marketing strategy in several ways, including the following: • Tyler has developed multiple collateral resources that speak to the advantages of using Sourcewell as a procurement tool. Our Tyler Technologies Sourcewell Flyer lives in our customer-facing resource center on Tylertech.com. We've also created a brochure titled "Making the Right Long-Term Decision: A Six-Step Approach to Purchasing New Technology" which discusses the various ways agencies begin the procurement process, which speaks to utilizing a purchasing agent like Sourcewell to help save significant time, paperwork, administration fees, and legal costs. Our Munis ERP Case Study directly references the benefits of using a Sourcewell contract in the words of Tyler's client the city of Redding, California. All these resources are available on our website Tylertech.com, but are also Google indexed, making them accessible to anyone looking for resources on these subjects or active keywords. • Our Tyler Technologies Sourcewell Flyer is also available in our sales enablement platform which enables our marketing and sales organization to send important decision-making assets to prospects and clients. • Tyler promotes Sourcewell at hundreds of trade shows nationwide every year, including industry-leading events like GFOA, where our Sourcewell banner is placed proudly in our Tyler-branded booth. Because the Sourcewell brand is so highly regarded within the public sector, this helps strengthen the brand identity of both Sourcewell and Tyler in the eyes of public sector decision makers and allows them to feel confident in the value they are receiving in the partnership. • Tyler's annual Connect client user conference draws over 6,000 government officials and decision makers in attendance. Tyler offers Sourcewell access to our Connect conference, a valuable opportunity to interact with and promote to Tyler's client base. In continuing the partnership, Tyler is open and willing to explore further opportunities where the brand missions align, including: • Upon award of contract, Tyler will produce and distribute a press release to all pertinent media outlets, and the news will be amplified via our social media channels. • Once a year, Tyler will create a thought leadership piece on the significance, benefits, and value of cooperative procurement agreements. This piece will be stored in the resource center on Tylertech.com and will be amplified via social media channels. • Tyler will continue to integrate mentions of the Sourcewell partnership into existing collateral and presentations, further promoting the partnership to both clients and prospects during webinars or in product collateral. • Tyler will incorporate Sourcewell branding into our virtual trade show exhibitor booth at various events throughout the year. When we can attend events in-person, we will incorporate the Sourcewell banner into our booth design where applicable.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As part of our corporate marketing strategy, Tyler Technologies is active on social media platforms including Twitter, LinkedIn, Facebook, and Instagram. We strategically use each platform to amplify key corporate messages through mediums like blog posts, press releases, and downloadable assets as links with UTMs. Digital marketing is a priority at Tyler Technologies, and we continue to grow our influencer network to include key partners and influential voices within our industry and verticals. Tyler is consistently featured prominently in industry and mainstream publications that reach decision makers in target markets. Tyler Technologies and Sourcewell, in this partnership, can leverage and amplify each other's industry expertise on social media, in print, and on digital platforms to hit all prospective audiences.	*

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events. Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Tyler provides e-procurement solutions to its clients. Tyler's eProcurement solutions increase efficiency by streamlining the purchasing process, resulting in shorter processing times. The easy flow of information and the ability to customize processes ensures purchasing requirements and needs are met while improving the organization's purchasing power. Tyler has provided an eprocurement punch-out to vendor-hosted websites in Tyler's Munis Purchasing and Requisition applications. This makes Munis eProcurement even more useful. Vendor punch-out allows for online shopping on a vendor's website which can be accessed and launched directly from the Munis Requisition application. When accessed, Munis users can shop the vendor's website, creating a virtual shopping cart of items. For example, a Munis user shops on the Staples.com website and builds a shopping cart of items. Once shopping is complete, the virtual shopping cart of items is instantly transferred to Munis and automatically populates a Munis requisition. Once the virtual shopping cart has been transferred to a Munis requisition, the regular Munis requisition process will be enforced. This includes allocating the requisition line items to GL accounts, checking and enforcing available budgets, following Munis requisition workflow and eventually converting to a purchase order. Once a purchase order has been created, sites have the optional functionality to electronically submit the created purchase order to the vendor. Currently, Tyler's own products currently are not offered via an e-procurement ordering process but Tyler is continually looking for ways to improve processes and methods for purchasing Tyler's products. The purchase of Tyler's software and service solutions is a consultative process which involves working with our customers to determine their needs and determining how best they can utilize Tyler's solutions to optimize business at their organization's operations. Tyler has a long history partnering with Sourcewell to improve procurement timelines to provide best in class software and services to the Public Sector.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Everyone's learning style is different. That's why Tyler offers several training formats to accommodate our diverse clients' needs. Training by Tyler staff provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data. Tyler believes in a train-the-trainer approach to implementation. This approach allows your resources (i.e. power users and functional leads) to be involved in the initial training and software configuration while limiting the amount of time that end users are involved in the project. The power users and functional leads are then involved in training the end user community after all configuration is complete, which helps to increase adoption, solidify knowledge transfer, and lessen resistance to training and process changes. A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to: • Communicate the process to stakeholders and functional leaders • Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.) • Establish action items and link project personnel as owners • Define measurement criteria to ensure the plan has been successfully followed Your organization is set up for success with Tyler's train the trainer approach to training and education plan developed over years of industry experience. Additionally, we do offer Tyler-led end user training for circumstances where the train the trainer approach is not feasible. You may contact us at any time for training on future functionality, train new users, or refresh knowledge; However, your team will have access to the tools and services designed to support your internal training leads - TylerU, Tyler Community, client support, state user groups, annual user conference, KnowledgeBase and online help. More information on these resources is provided below. Tyler has a longstanding track record delivering virtual implementation services. With our strong virtual capabilities, Tyler has adjusted to the current Covid-19 climate. Tyler plans to continue to deliver all training virtually, including Go Lives, until health and travel conditions stabilize. Please visit our Virtual Munis Implementations homepage for additional information regarding our proven success delivering this model. At this time local, state, and federal governments within the United States (US) are limiting travel within our borders and abroad. When the local and state governments start lifting restrictions, we will evaluate each project and determine which, if any, sessions cannot be delivered effectively and efficiently through virtual consultation, and only those sessions will be	

		considered for travel. Tyler's standard approach, under normal circumstances, is to conduct roughly 25% of all project days on-site in your facilities. A typical day of training is from 9:00 to 4:30 (or 8:30 to 4:00), allowing for a break for lunch and short breaks in the morning and afternoon as needed. We've found that allowing users time to return to their daily responsibilities before and after classes or sessions allows for more productivity during the session. It also allows the Tyler Implementation staff time to prepare upon arrival and follow-up afterward. The start and stop times for the training will be discussed and agreed upon by Project Management during the planning portion of the project and will be published as standard session times throughout the project. Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system. Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate the information they learn to others in your organization if or when necessary. Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. Transparency is important, that's why every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler's support portal. Tyler provides online and continuing education resources for our clients, including but not limited to the following resources. • Tyler Search – an online query tool that provides answers for your questions by culling through all Tyler's online resources using Knowledge Centered Service • Tyler Knowledgebase- a documentation library in a single, easily accessible location • Tyler Community – Tyler's online forum available 24/7 • Tyler University- Tyler's e-learning solution to enhance support and training of your employees using your data • Tyler Release Management Console- Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues • Online Help- context sensitive field help and procedural information to assist your team in completing program tasks • Answer Panel- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information. • MyView- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal. • Online Support Portal- log or manage incidents and attach documentation and screenshots • GoToAssist & Bomgar- remote assistance from Support used to connect to your desktop • Phone- Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed • State User Groups – forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products • Annual Conference – Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year	
37	Describe any technological advances that your proposed products or services offer.	Tyler is committed to providing the best software and services to the public sector. Tyler separates our research and core development groups to ensure that Tyler remains focused on the needs of existing customers while also envisioning and executing on what our prospects will expect from our products and services in the future. Our evergreen philosophy ensures we continually provide returns on our clients' investment by refreshing the features and their underlying technology in a planned and non-disruptive approach. Our ultimate goal is for our software to be the last software license you purchase or lease. Tyler is the industry leader in this space and all efforts are geared towards increasing that leadership position. One question codifies our position, "If our clients were to re-enter the market looking for a replacement solution would the most likely outcome be them purchasing our product?" Our 98% retention rate and market leading selection rate are the metrics we use to measure the answer to this question. Providing ever increasing value for your maintenance dollars is the goal. Tyler values the importance of choices to our clients and is the only pure public sector provider that provides deployment options spanning on-premises, virtualized or hosted in our private cloud. Tyler also supports your right to choose the timing your upgrade so it makes sense operationally and provides tools such as Managed Internet Updater, Tyler Upgrade Assistant, Tyler University eLearning, Release/Defect Transparency Tool, Tyler Community, and Tyler Client Portal to help you not only make this decision but also prepare for it. AREAS OF FOCUS	

Evergreen Philosophy

As we continuously refresh our features and their underlying technology in a planned and non-disruptive approach, we provide our product upgrades free with an annual maintenance agreement. This ensures that our clients always have the latest technology.

Consumer grade User Experience

Tyler's products are designed and developed by industry experts solely focused on the public sector. This includes a conscious focus and direction that ranges from usability studies and design by our in-house experts certified by Human Factors International, to User Group and client feedback. We've reached a tipping point, for the first time in decades Baby Boomers are outnumbered in the workforce by Generation X and Millennials. Community and School Leaders of tomorrow will never remember a time when technology was not a part of their everyday lives. These generations think definitely and expect to be able to pick new systems up and make them work much like downloading a new app on their phone. Our experts understand this and are working on solutions that meet these expectations.

Getting the Technology to where the work happens

Too often today technology is used as a "back-office" system of record than an enabling tool that improves efficiency. Tyler understands this and is the only sole-focused public-sector/education solution that is predominantly based on HTML5. This allows access to the application on any device that can interpret HTML5. We also understand that workers can no longer be tied to their desk in order to work with the system. They go to meetings, conferences and other work related travel where they need system access in order to keep up with their work. Tyler delivers this through responsive solutions that are optimized for mobile form factors like tablets and phones eliminating the need for something to "wait until I get back to my desk."

RECENT ADVANCEMENTS / PRODUCT PLANS

Business Intelligence

Both Microsoft and Tyler understand business intelligence (BI). What's more, we understand that the public sector needs sound reporting options from their ERP system, and a viable means to display different views of their data quickly and easily. Together, and through the use of the widely-familiar Microsoft Excel, Tyler applications offer versatile BI and reporting solutions. Using Microsoft Services, users can use the available, pre-developed application-specific "cubes" to report on key applications areas. These cubes then let users to easily select, slice, drill into, organize, and report on exactly the data they need, in meaningful spreadsheet, chart, and graph formats.

SaaS

The SaaS model is unique and powerful in its ability to meet a variety of end-user needs. Tyler's SaaS solution allows organizations to utilize software that is hosted and administered by Tyler Technologies at a remote data center—over an Internet connection via a dedicated Virtual Private Network (VPN). With SaaS users receive built-in disaster recovery services including backup and storage of all system, data and image files in a secure off site location. This reduces their concerns about potential hardware failure, a failed or forgotten backup, or damaged and/or lost data due to a natural disaster.

Technology

Technology evolves along with our clients' needs. We continually research and test our technology delivery processing and storage methods to ensure our clients have the right tools to do their jobs quickly and efficiently. We do this by adding or enhancing hardware and software to streamline processes and provide a richer, deeper experience. Tyler will continue to provide our clients with the proper tools that meet their unique needs for each solution -- looking to customer feedback to create and enhance our solutions to better fit the needs of the public sector.

HTML5

Many of Tyler's web based solutions have been to HTML5, enabling a consistent and versatile deployment on computers and mobile devices alike.

Security

We continually work toward embracing the latest industry and cloud standards in order to ensure a reliable set of practices and controls are in place to protect your proprietary data.

Working with Geospatial Data

Tyler applications are designed to help you meet your ultimate goals of guiding orderly growth, promoting safety and livability, fostering economic vitality and encouraging community

		collaboration. The future direction for Tyler software leverages the latest web technologies, spatial capabilities and industry standards while remaining focused on your goals to help you attain the success you require. Long Term Considerations We've built our reputation by successfully serving thousands of clients for decades, providing industry knowledge with a professional team of experts, and committing to long-term investments that focus on our products and services. Guided by our vision to create solutions that are productive, integrated, flexible and efficient, our direction is clear: we will invest in remarkable applications, greater user experiences, and leading technology for robust, efficient management and delivery of our solutions. Going forward we will remain true to our mission statement of empowering people who serve the public, in order to make ongoing strategic investments	
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Tyler has built its brand by delivering value for clients, creating a strong workplace culture, ensuring transparency in our operations, and empowering strong, vibrant communities. We take great pride in the Tyler brand and what it stands for. Respect for the environment is more than a mindset; it requires real investment and focus. In 2019, we continued to make meaningful changes to our operations, infrastructure, and product offerings to better conserve natural resources and address environmental concerns at global and local levels. With approximately 5,350 team members in 2019 spread across 35 office locations, we appreciate the significance of our footprint. Our office locations represent cities and towns from coast to coast, as well as international locations. In addition, our products are in use at more than 10,000 client sites across the public sector, greatly extending the reach of Tyler's environmental impact. Our software is designed to increase efficiency throughout our clients' organizations, with many of our electronic solutions producing a dramatic reduction in fuel use and paper waste. In 2019, our electronic filing solution helped our clients save nearly 2.3 million pounds of paper, the equivalent of more than 25,000 trees. Through the use of document management tools with embedded workflow to reduce paper usage, we have helped save approximately 35,000 pounds of wood, 95,000 gallons of water, 80,000 pounds of carbon dioxide, and 5,000 pounds of waste. Environmental programs and policies in place across Tyler's major offices include: • Installation of motion sensors and energy-efficient lighting for interior and exterior spaces • Use of building automation systems (BAS) to manage power usage • High-efficiency heating and air conditioning systems • Installation of low-flow plumbing fixtures • Commercial recycling programs • Extensive use of document management tools with embedded workflow to reduce paper usage Additional environmental programs at select Tyler office locations include: • Installation of solar panels, energy-efficient windows, and additional insulation • Incorporation of LEED standards into building improvements and new construction • Office green teams • Use of recycled and compostable paper products in cafeterias and breakrooms • Use of natural aquifers for corporate campus irrigation • Fuel-delivery service with carbon-neutral fleet to reduce carbon dioxide emissions and groundwater contamination	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Tyler products assist their clients with amassing data, formulating decisions and validating results in areas of results. One major focus area of conservation in the reduction of printed paper usage. With Tyler's content management, data & insights solution, online workflow and mobile solutions, there is significantly less reliance on the necessity for printed content which saves money and provides measurable efficiencies.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Tyler has previously worked with these type organizations to meet agency needs and requirements and successfully complete awarded projects. Tyler would not be applicable for these certifications.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We imagine that many of the solution providers evaluated by Sourcewell will have overlapping product and service offerings, but how many can say that they are solely focused on the public sector? Just one. Tyler – It's all we do. Our expertise in this area allows us to provide quality products and customer service that are in line with most needs in public sector software. Not to mention, many of our employees came directly from public sector roles – meaning our products are designed and supported by the people who know what the public sector needs. Solution areas: - Appraisal & Tax - Civic Services - Corrections - Courts & Justice - Cybersecurity - Data & Insights - Disability & Benefits - ERP - Land & Official Records - Productivity Tools - Public Safety - Regulatory - School ERP - Student Information - Student Transportation When you purchase software solutions from Tyler, you aren't just getting the latest software as of the date you sign your contract. You are also getting the benefit of perpetual upgrades as they happen. We deliver this without additional license fees. Both on-premises and SaaS clients receive new releases and upgrades for the life of their maintenance or subscription agreements. Our products are continually enhanced through a process of perpetual upgrades. This steady stream of significant yet manageable changes is deployed with minimal disruption to your operations. Our evergreen philosophy is a commitment to our clients. • Your investment in our products is long term. • Your product will continue to evolve and remain a market leader. • We are continuously enhancing our products with underlying technology. • We are constantly adding new features, adding value and increasing efficiency in the public sector workplace. One of our core values is community, that's why we've created many spaces, digitally and in-person, to better connect our client base with each other. Resources like our online Tyler Community platform, annual Tyler Connect user conference, and product specific state user groups meetings allow clients and staff to gather, learn, and collaborate on a variety of topics and initiatives. Each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the maximum use of their Tyler software. You learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients. Our clients' input from past conferences continues to significantly impact the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs. Tyler is proud of the tenure of our employees. Many employees have come directly from the public sector or have worked in roles at Tyler like implementation and support that provides them with firsthand experience and knowledge of what the public sector needs. This experience paired with the extensive hands on training provided makes our in-house experts excellent resources for our clients to rely on during implementation and beyond.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Tyler warrants its software and services as indicated in the software and services agreements included with our proposal. With few exceptions, Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our software warranty requires clients have an active Maintenance or SaaS agreement.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Tyler software warranty support is provided remotely. If we need to travel to a client site for warranty support, it will be at no charge to the client unless the onsite trip is caused by the client's failures to perform under the agreement. Warranty coverage for third party products and services is subject to the suppliers' terms.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We can provide warranty service for our software and services throughout the United States and Canada. As noted above, warranty coverage for third party products and services is subject to the suppliers' terms.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	With very few exceptions, we do not offer warranties for third party software, hardware, or services.	*
47	What are your proposed exchange and return programs and policies?	Tyler Software: So long as the client has an active software maintenance or SaaS agreement, Tyler will cure Defects in its software, as defined in the applicable agreement, in accord with the applicable support call process. Tyler Services: In the event Tyler provides services not in accordance with applicable industry standards, Tyler will reperform those services at no additional cost to the client. 3rd Party Products: Warranty and exchange policies are determined by the applicable supplier and/or manufacturer. Tyler will reasonably coordinate support and warranty claims for 3rd party products resold by Tyler.	*
48	Describe any service contract options for the items included in your proposal.	Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities. Extended warranties can be leveraged through 3rd Party providers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	45 days following invoice date.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	While we do not offer leasing or financing options directly, Tyler has occasionally coordinated client requests in order to obtain funding for their procurements. Additionally, Tyler will reasonably cooperate with clients who have exigent financial restraints in order to structure payment terms that allocate the total cost of ownership over the term of the agreement.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Tyler sales are logged into a CRM system with appropriate fields denoting Sourcewell related sales, that track deal progression and specifics. This database store data on all sales details and pertinent information. Reports can be generated from this system to produce the report format requested by Sourcewell.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Tyler accepts Visa/Mastercard. Charges can be five thousand dollars or less.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can

be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Tyler is providing a broad range of best in class software solutions with comprehensive service offerings to the support the successful implementation of our products and continued optimization of our solutions at client sites so that they truly benefit and empower the users, their organization and their constituencies. Tyler's remains committed to meeting the software needs of our clients and provides both on-premise and SaaS based software offerings to support their varied needs. Our subscription based software offerings made up the majority of our new contracts in 2019 and this trend will continue upwards. Tyler's subscription based pricing lowers the cost of entry by eliminating large up-front fees and spreading costs over time. Tyler can help our clients compare all software deployment options to determine what the best investment is for their particular organization. Tyler provides comprehensive enterprise software that is configured specifically for each client's unique needs. The individual line items and MSRP prices are derived from a series of proprietary calculations. All pricing proposals offered to Sourcwell members will clearly show the MSRP and the applicable Sourcwell discount. This discount is limited to Tyler Software Licenses and Tyler Software License Subscriptions (SaaS) portions of the proposal and do not apply to services, annual maintenance, custom programming, third party products and services and other components of the clients proposal that are not listed as Tyler Software Licenses or Tyler Software Subscription. Tyler has provided a pricing summary to Sourcwell that conveys the overall discount structure and pricing examples for the offerings that Tyler will be providing on the contract. Determining the needs of our customers and the software that will be suit their organization to optimize processes is a consultative process and pricing formulation is multi-factored and involves both software and service offerings. Tyler strives to work closely with all of its prospects and clients to best understand their needs and propose services and solutions to appropriately serve their needs. Tyler's quotes to our customers will clearly present the actual list price and proposed discounts that have been expressed in Tyler's proposal.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Tyler will discount then-current pricing by 10% for software licenses and SaaS fees for the initial term. Tyler's Socrata SaaS product offering fees will be discounted by 5% for the initial term. This discount does not extend to services pricing, (implementation focused training, project management, product development services, service subscriptions) software maintenance, or hardware.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Much of Tyler's pricing is based on a volume discount pricing construct. With increase in the purchase amounts of licenses or users in our subscription based pricing, the cost per license/user decreases. Client may also choose to purchase a site license for many of our subscription arrangements which allows an innumerable amounts of users access to Tyler's solution and is a appropriate and cost-savings approach for many of Tyler's clients.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable to the products and services offered by Tyler.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Elements associated with cost of acquisition will be detailed on the quote and further supported by commentary on the quote and within the contract.	*

58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery or shipping are additional costs and not covered by the Sourcwell agreement. All associated costs will be detailed in the clients proposal	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery or shipping are additional costs and not covered by the Sourcwell agreement. All associated costs will be detailed in the clients proposal	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	Tyler has a quoting tool that has been programmed to factor in automated discount minimums when sales resources are generating quotes associated with Sourcwell. There tool appropriate generates quotes that are then automatically posted in Tyler's CRM database. There is full transparency as to what was quoted for each client and quotes can easily accessed and reviewed for compliancy. In CRM all quote components can be reported and a report can be generated to pull all previous quarter activity to be reviewed and analyzed for compliancy by sales, finance and legal resources.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Tyler is proposing a 2% admin fee on contracted on-premise software licenses costs and software related SaaS fees. Tyler additionally proposes a reduction in the admin fee when contracted on-premise software licenses and software related SaaS fees exceed 500K per contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Tyler's broad solutions and product offering empowers you to deliver better and faster assistance to the public with greater transparency and accessibility, sustainable office practices, and secure data that's easy to manage and maintain. Tyler Technologies is committed to providing the best and broadest array of software and services to the public sector. Dedicated research and core development groups ensure Tyler remains focused on the needs of existing customers while also envisioning and executing on what prospects will expect from products and services in the future. Tyler's Evergreen Philosophy continually provides returns on our clients' investment by refreshing the features and underlying technology in a planned and non-disruptive approach. Tyler is please to provide to Sourcwell members a broad and comprehensive offering of Software, Services and hardware that is necessary to operate Tyler's software solutions. Our Software offerings are broken down into distinct solution groups: Appraisal & Tax: CAMA - Our CAMA software helps you manage all property data and every phase of the property appraisal process, including assessment administration, property maintenance, and valuation and appeals. Tyler additionally offers Comprehensive Tax Billing & Collection Software Product Solutions - iasWorld, Eagle Appraiser & Assessor, Eagle Treasurer, Incode

Property Tax Management, Munis Tax Billing & Collection

Civic Services

Tyler provides comprehensive business management, community development, community health, enterprise asset management, parks & recreation & Utility CIS solutions to thoroughly satisfy the needs of the public sector

Product Solutions – DHD, EnerGov, Incode Utility Billing, Munis Utility Billing CIS, Tyler 311, Tyler EAM, Tyler Parks & Rec, Tyler Notify

Courts & Justice

Tyler offers a comprehensive suite of software and services focused on Corrections and Courts & Justice

Product Solutions – Odyssey, Modria, Softcode, Tyler Supervision, Tyler Corrections, Incode Court

Cybersecurity

Tyler provides managed threat detection and complementary services to confront rising security risks in the public sector.

Product Solutions – Tyler Detect and additional services

Data & Insights

The Data & Insights division of Tyler provides the Socrata software-as-a-service (SaaS) platform, which is powered by the industry-leading Amazon Web Services (AWS) Cloud infrastructure. We also provide outstanding experience and solutions across planning, implementing, and executing Data and Performance management initiatives with international, federal, provincial, and local initiatives.

Product Solution - Socrata

ERP

Tyler provides Financial Management for Simplified Accounting Operations, Human Capital Management and Revenue Management solutions to facilitate community engagement and easy payment processing.

Product Solutions – ExecuTime, Incode, Munis, New World ERP, Infinite Visions, Tyler CAFR, Tyler Cashiering, Tyler HUB, Tyler Meeting Manger

Land & Official Records

Tyler provides robust county records management software and self-service applications for increased transparency and accessibility

Product Solutions – Eagle, Tyler Content Management

Public Safety

Tyler's Public Safety Solutions focus on Citation Management, Computer Aided Dispatch, Fire & EMS, Mobile Public Safety & Records

Product Solutions – Brazos, Incode Public Safety, MobileEyes, New World Public Safety

K-12 Education

Focused on schools, Tyler provides comprehensive ERP solutions targeted specifically at K-12 as well as robust SIS and Student Transportation solutions.

Product Solutions – Tyler SIS, Versatrans, Traversa, Munis, Infinite Visions, Incode

Transformative Technology

Tyler solutions provide a continuous spectrum of case management and business management solutions giving organizations the flexibility to commence application development initiatives from a variety of starting points.

Product Solutions - entellitrak

65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Tyler has a comprehensive offering of product solutions to service the public sector's needs. These solution are broken down into the following areas : Appraisal & Tax, Civic Services, Courts & Justice, Cybersecurity, Data & Insights, ERP, Land & Official Records, Public Safety, K-12 Education & Transformative Technology.	*
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Enterprise resource planning (ERP) solutions	☒ Yes ☐ No	Tyler provides broad, varied and comprehensive ERP solutions for the public sector	*
67	Human resource information systems (HRIS)	☒ Yes ☐ No	Tyler provides broad, varied and comprehensive HRIS solutions for the public sector	*
68	Financial management systems	☒ Yes ☐ No	Tyler provides broad, varied and comprehensive Financial solutions for the public sector	*
69	Enterprise content management (ECM) solutions	☒ Yes ☐ No	Tyler provides broad and comprehensive ECM solutions for the public sector	*
70	Student information systems (SIS)	☒ Yes ☐ No	Tyler provides broad and comprehensive SIS solutions for the public sector	*
71	Facility management software (FMS)	☒ Yes ☐ No	Tyler provides broad and comprehensive CMMS and FMS solutions for the public sector	*
72	Court, corrections, law enforcement, or justice system software solutions	☒ Yes ☐ No	Tyler provides broad and comprehensive Courts and Justice and Public Safety related software solutions.	*
73	Municipal services, inspections, and permitting management solutions	☒ Yes ☐ No	Tyler provides broad and comprehensive solutions to satisfy the Civic Service needs of the public sector	*
74	Equipment and accessories related to the offering of systems or solutions described above.	☒ Yes ☐ No	Hardware is provided that is necessary to operate Tyler's solutions	*
75	Services related to the offering of systems or solutions described above.	☒ Yes ☐ No	Tyler offers comprehensive service offerings to support product development and implementation services to successfully implement our products	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
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76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Tyler has been a long time partner of Sourcewell and past benchmarks will immediately inform current contract success. As stated earlier in contract the mix of divisional usage is broadening and Tyler will continue to work to broaden divisional usage. From a operational perspective, Tyler is incredibly focused on detailed metrics that relate to our customer's satisfaction and our engagement level of support with each and every customer. Tyler conducts a number of surveys to compile and analyze data and shape ongoing improvements to it's support model. Annual Customer Satisfaction Survey –every client who has contacted us at least once in the past year receives an on-line, anonymous survey. Results are published to senior management and also reviewed at the annual user conference with clients. Remote support survey – each time we connect with a client using our remote support access tool, we ask for feedback regarding our responsiveness and knowledge for that issue. Incident Survey – We have a 3rd party survey organization who takes a sample of our daily incidents and surveys clients. They measure Courtesy, Knowledge, Timeliness Quality, and overall satisfaction. Each month we take our average monthly customer satisfaction scores and compare them to the industry average. This report gets reviewed by senior management.
77	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	Tyler solutions offer a variety of methods of interfacing with external third-party systems, including file-based import and exports and real-time web service integration through plug-and-play App Connectors, and API Toolkits and Connectors. Full Integrated Solutions When evaluating a new ERP system, it is very common clients are looking to replace several disparate systems with a single, integrated ERP solution. Since Tyler solutions are integrated with one another, many existing interfaces are commonly eliminated when moving from several disparate systems. File-based integration Multiple file-based interfaces are included, and all are integrated as part of the application, designed for end users. Unlike systems that require a database administrator to import or export data with their system, users can easily import or export data through point-and-click user interface. User-defined templates specify the data layout for a specific system, so users can quickly choose the appropriate template at the time of import/export. Templates for commonly used third-party systems are also included out of the box. File-based interfaces can be scheduled for one-time or recurring, automated processing. Many imports can be configured with Workflow to send automated notifications or approval requests before the data updates a record. Workflow business rules can be set on a variety of data conditions specific to the imported data. Only after all workflow rules are been approved does the import update production data. Depending on the process, imports can also be rejected at the item or file level; rejected imports can be resubmitted at any time. Microsoft Office Integration Tyler applications are designed to easily integrate with the Microsoft Office suite. Data can be exported to Microsoft Word directly from many Tyler applications. Some applications also leverage Word's mail merge functionality allowing users to easily create and maintain form templates for completely customized presentation of application data. Word Mail Merge exports can also be automatically archived to Tyler Content Manager for quick retrieval at any time. Applications include a variety of integrations with Microsoft Excel. Users can easily export application data directly to Microsoft Excel from most applications. Excel exports are not just raw data dumps; exported data maintains the same formatting as the application including dates and currency. Many exports include a link back to the corresponding record in application. Microsoft Excel is also one of many formats supported for bulk data exports and imports, which can be scheduled for automated processing. Finally, many Tyler applications include integration with Microsoft Exchange calendars for appointments and meetings. Email notifications and alerts can be sent using most email servers, including Microsoft Exchange 'Plug-and-Play' Application Support Tyler solutions include plug-and-play integrations for a variety of third-party applications

through pre-packaged web services. Tyler develops and maintains these integrations, requiring no development expertise from the client to configure.

API Toolkits and API Connectors

API (Application Programming Interface) Toolkits and API Connectors add value to your organization by enabling you to create your own integrations to share data between Tyler and non-Tyler applications.

API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of integration such as third-party cashiering, IVR, or applicant tracking systems.

Tyler's API Developer Portal serves as a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive. The Portal conforms to OpenAPI 3.0 and is secured with OAuth 2.0 through Tyler Identity. API resources include example calls and produce properly formatted commands, allowing you to easily exercise them against your data.

The API Developer Portal features include:

- Simplified, structured API documentation
- Industry standard OpenAPI 3.0 interface
- OAuth 2.0 API authentication through Tyler Identity
- Data models and examples for each resource
- Produces HTTP URI and CURL commands to exercise resources from within the documentation and return data
- Real-time validation
- Standard HTTP status codes
- Documentation to aid in identifying and understanding normal resources used to complete a given integration.

78	Describe your migration, customization, and upgrade processes.	The data conversion process can be the most time-critical element of your project plan. Tyler develops crucial steps in our implementation process to support a successful data conversions plan. Our resources conduct hundreds of data conversions every year mapping legacy data through custom written programs. Your Tyler implementation team guides you through the process, starting with conversion analysis and mapping, followed by interactive data conversions and validations, and ending with final testing and loading into your production environment. Within three implementation stages, critical data conversion work packages outline the steps needed. Client technical lead(s) are responsible for exporting data from your legacy system. They present this export in the required format to Tyler's data expert(s). Tyler's data experts use custom written programs to convert your legacy data into conversion packages. Conversion passes are sent back to client conversion lead(s) for proofing, validation, and balancing. Client technical lead(s) may be re-engaged by client conversion lead(s) where necessary to modify legacy data in your current system. Once the final conversion pass is approved and signed off, it is ready to be loaded into production for processing. Data Conversion Standards & Responsibilities While Tyler's data conversions team has extensive experience with data mining, conversion, and migration, it is your responsibility to provide Tyler with readable conversion data and to review the converted data for accuracy and completeness. Tyler recommends that you conduct due diligence to ensure that your team delivers clean data, to make data validation efforts seamless resulting in a high-quality migration. Customization Client feedback is essential to Tyler and we value our clients time and effort to documenting suggestions. Every year the Munis product incorporates more than 1,000 specific functional enhancements. Your suggestions are the driving force behind these changes. While some modifications are determined and scheduled at the time of contract signing, more commonly, additional ideas and needs may become evident as users utilize the software during implementation and beyond. Tyler offers two options for clients to voice their product feedback: (a) client product suggestions, and (b) requests for quotes. Upgrades Upgrades occur periodically and are initiated by the client at any time via the Internet through a process called Live Update, making the process as convenient as possible for our clients. Patches and fixes are provided to the client through Live Update as well. Our evergreen development philosophy has been a strong differentiator that separates us from our competitors and provides a significant cost savings to our family of clients. Through evergreen, our clients receive the latest technology developments, releases, and updates without paying additional license fees – for the life of their Tyler product. While this has provided our clients with a return on investment that is unrivaled in our industry, the frequency and complexity of software releases can sometimes create a consumption gap for our clients. The gap exists when new features are released and, over time, users don't learn and apply these features to their work environments. EverGuide® is a Tyler-wide continuous improvement initiative to address the consumption gap. With EverGuide, our goal is to help our clients continue to grow and evolve their use of the functionality and enhancements of their Tyler product over time. Through our EverGuide initiative, we will: • Help clients better leverage product enhancements • Provide a workflow "maturity model" for clients to follow • Offer strategic planning services and training resources • Offer a client executive program to help clients build and implement a continuous improvement plan • Provide domain expertise, with defined integration points and common support methodology	*
79	Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.	Tyler applications use a combination of database constraints and robust application level business logic to ensure data integrity. Due to the integrated nature of Tyler applications, single "master records" are shared across multiple products. This ensures one data record is maintained across multiple applications, eliminating the need to "sync" or manually entering duplicate data in multiple areas. Most data entry involved choosing records from pre-defined tables maintained by application administrators rather than entering data free form. Tyler applications follow best practice database rules for transaction rollbacks. Any in-flight transactions that are interrupted between a begin work and commit work, will roll back to the previous commit.	

Tyler Security Controls

Tyler employs a full-time application security team dedicated to continuously reviewing and enhancing the security posture of Tyler's products. Tyler uses enterprise level dynamic and static security scanning tools as part of our software development life cycle. In addition to scanning tools, Tyler's application security team executes manual assessments on all products using a testing methodology based upon the OWASP Testing Framework.

Application Security Controls

In-transit application data is encrypted over HTTPS and at-rest data encrypted through storage array level encryption.

Tyler applications require end-user authentication through Active Directory or application accounts, and employ a comprehensive Role Based Access Control (RBAC) security model. Integrated RBAC controls facilitate the management of application access through groups of permissions - roles - and assigning those roles to any number of users. This allows administrators to maintain access for multiple users who may share common responsibilities simultaneously rather than on an individual, user basis.

Roles can be created and customized to offer an extremely flexible level of access control within each application suite. This includes product, module and menu item access (i.e. what programs can users open), functional access (i.e. what processes can users perform) and finally, record-based and, where available, field level access (i.e. what data can users see). Role permissions can also span multiple modules within each application providing easy administration for those individuals who may "wear multiple hats". If overlapping or conflicting permissions are applied to a user, the highest priority / least restrictive access is granted to that user.

Once application roles are created, user accounts are added to the system, either manually or imported from Active Directory and roles are then assigned to a user, providing access to the system. All of this is done using easy-to-use, integrated applications, requiring very little technical expertise.

Administrative Security Controls

Tyler's Human Resource department follows standard recruitment, hiring, and termination processes. Every employee is subject to a background check prior to hire. Upon hire, all employees are required to sign an employee handbook acknowledgement, which includes security policies, and sign a confidentiality/non-disclosure agreement. All employees must complete and acknowledge corporate security awareness training annually.

Tyler implements a role-based access control methodology to ensure only authorized people with a need for access are given it. To the extent Tyler users have access, Tyler employs a least-privileged access strategy, meaning that individuals are given and use only the least administrative rights possible to do the task at hand. Tyler compliments these strategies with controls and monitoring to ensure only those authorized users can access the systems allowed.

Tyler SaaS Hosting Security Controls

Tyler SaaS Hosting Operations employ best practice security controls and are subject to annual assurance audits. Audits include SOX-404 Financial and IT General Control conducted by an independent CPA firm, SOC 1 Type 2 and SOC 2 Type 2 conducted by an independent AICPA firm, and PCI Security Council PA-DSS and PCI-DSS validation for Tyler's payment and payment gateway applications.

Physical Security Controls

Using proximity key card entry systems and cameras, access to Tyler SaaS data centers is restricted to authorized personnel only. Data center entry attempts audited regularly by internal staff and external auditors. Tyler hosting services also include a dedicated Network Operations Center (NOC) for 24x7 monitoring of system utilization and network activity.

Technical Security Controls

Tyler SaaS employs a variety of industry-standard solutions for monitoring and intrusion detection and prevention. Firewalls include Intrusion Protection System (IPS) modules to detect and prevent intrusions. A variety of routine scans are performed regularly including vulnerability scans, anti-malware monitoring, external penetration tests, and static and dynamic security scanning. Tyler also leverages a third-party service for DDoS detection and mitigation.

On-premises Hosting

Tyler applications are based on industry standard technologies, supported in a variety

		of deployments. Tyler recommends any industry standard third-party backup solution to manage on-premises backups. Backup procedures can be customized to the clients' expectations of recovery and down time in the event of a disaster. Tyler Disaster Recovery Services for On-premises Hosting Tyler Disaster Recovery Services is an optional disaster recovery (DR) service for on-premises hosted clients provided by Tyler Technologies. This service ensures continued access to client hosted Tyler product data in the event of a natural or man-made disaster. Tyler Disaster Recovery Services takes nightly backups of your organization's Tyler product data and, in the event of a disaster declaration, works in conjunction with Tyler Hosting Services to create a temporary hosted environment that can be accessed remotely throughout the disaster event, minimizing lost operating time. Tyler SaaS Tyler maintains two primary datacenters for hosted customers. One is owned by Tyler, located in Yarmouth, ME, and the other is a colocation facility, DataBank, located in Dallas, TX in the old Federal Reserve Building, originally built to withstand a nuclear disaster. Tyler SaaS data centers are built around enterprise compute systems running virtualized Windows Server and SQL Server environments. Three Tiers of storage are utilized providing varying levels of performance resiliency. Firewalls, routers, and storage are all setup in a highly available configuration. Tyler data centers are serviced by multiple power providers and include backup power in the event of power loss from all power providers. Multiple internet service providers are employed across multiple hub sources bandwidth is drawn from different hub locations and to mitigate the risk of a data center Internet outage. Data center servers, HVAC units, and smart devices on cabinet power strips all have the capabilities of notifying appropriate personnel of events such as power outages, server over-heating, humidity, and room temperature abnormalities. Full server snapshots are performed daily after normal business hours. Through the Tyler SaaS Cloud Admin Portal, clients can also create on-demand application database backups at any time. Clients can request data restored from backups as defined through application-specific retention policies. Data is replicated between each data center nightly using an enterprise backup solution through virtual infrastructure snapshots. Tyler employs a documented Disaster Recovery Plan which is tested annually, and backup restore tests are performed weekly. Guaranteed recovery point objective (RPO) and recovery time objective (RTO) are 24 hours with standard services. Business continuity options with lower RTO and RPO are available for an additional fee.
80	Describe your strategy related to implementation, integration and use of installation partners.	Tyler utilizes its depth of implementation experience, working in tandem with our clients to put our methodology into practice. While each Project is unique, all will follow Tyler's six-stage methodology: Initiate and Plan, Assess and Define, Prepare Solution, Production Readiness, Production, and Close. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix. Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client's complexity and organizational needs. The methodology adapts to both single-phase and multiple-phase projects. To achieve Project success, it is imperative that both Client and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Client and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Client's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to, efficiently and effectively complete the Project. Tyler has vetted third parties we partner with to enhance our client experience. Unless otherwise stated all installation and services are provided by Tyler staff.

81	Identify any mobile applications available for your offered solutions, if applicable.	Tyler provides web-based platform agnostic solutions, offering end-users with on-the-go access from virtually anywhere. Responsive web applications automatically orient screen layout for optimal user experience, whether accessed from a desktop monitor or mobile device. Tyler also offers a variety of native mobile apps to better leverage device resources such as GPS or camera and integrated store-and-forward functionality allow using apps without a data connection and automatically syncs when back online.	*
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Tyler Technologies - 2019 Annual Report.pdf - Thursday September 03, 2020 13:58:23
 - [Marketing Plan/Samples](#) - Tyler Technologies Product Brochures.pdf - Thursday September 03, 2020 15:09:07
 - [WMBE/MBE/SBE or Related Certificates](#) - Enterprise_Group_Form_Contract_-_3Q19.pdf - Thursday September 03, 2020 15:21:18
 - [Warranty Information](#) - Enterprise_Group_Form_Contract_-_SAAS_-_4Q19.pdf - Thursday September 03, 2020 15:21:25
 - [Pricing](#) - Tyler Technologies _Sourcewell Pricing_Discount Summary.pdf - Thursday September 03, 2020 15:10:41
 - [Additional Document](#) - 2020 NWPS Pricebook Revision 1 081720.pdf - Thursday September 03, 2020 15:12:07

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrea Fravert, Director of Legal Affairs, Tyler Technologies

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Sector_Admin_Software_RFP_090320 Thu August 20 2020 03:52 PM	☒	4
Addendum_6_Public_Sector_Admin_Software_RFP_090320 Mon August 17 2020 07:56 AM	☒	2
Addendum_5_Public_Sector_Admin_Software_RFP_090320 Mon August 10 2020 02:35 PM	☒	1
Addendum_4_Public_Sector_Admin_Software_RFP_090320 Thu August 6 2020 10:34 AM	☒	2
Addendum_3_Public_Sector_Admin_Software_RFP_090320 Thu July 30 2020 03:38 PM	☒	3
Addendum_2_Public_Sector_Admin_Software_RFP_090320 Thu July 23 2020 12:34 PM	☒	1
Addendum_1_Public_Sector_Admin_Software_RFP_090320 Fri July 17 2020 09:18 AM	☒	1



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 8212.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure financial, customer relationship, community development, and MyCivic software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the Town of Lauderdale-by-the-Sea, Florida.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.

- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.

- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – LICENSE RIGHTS AND SAAS SERVICES

1. Rights Granted.

1.1 We grant to you a license to use the Tyler Software, if and listed in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

1.2 We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the license fees and SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of

the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
 - 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
 - 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or

otherwise) is prohibited without the prior written approval of our IT Security Officer.

- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
7. License Rights Terminate Upon Migration. When Tyler makes Tyler Software discounted 100% in the Investment Summary (the “Evergreen Modules”) licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, “Migration Modules”) terminates, as do Tyler’s maintenance, support, and/or update obligations for such software.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the

scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. This Agreement shall be effective as of the Effective Date. The initial term of SaaS Services is equal to the number of years indicated for SaaS Services in Exhibit A, commencing upon the availability of the Hosted environment, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of

termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

- 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the

right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

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

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), ONE AND A HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, ONE AND A HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d)

Workers Compensation complying with applicable statutory requirements; (e) Cyber Liability of at least \$2,000,000; and (f) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. Subject to any applicable public records laws, all meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S.

Citizenship and Immigration Services Verification Division for all of our employees assigned to your project. As applicable, Tyler agrees to 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 covered by such statute.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail,

return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. Venue for any litigation arising out of this Agreement shall be proper exclusively in the state and federal courts serving Broward County, Florida.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Public Records. If, and to the extent of any records in Tyler's possession, Tyler agrees to assist the Client with compliance with Tyler public records laws, as set forth in Chapter 119, Florida Statutes. If, and as required by such laws, Tyler agrees to as follows:
- a. Keep and maintain public records required by the Client to perform the services.
 - b. Upon request from the Client's custodian of public records, provide the Client 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 Tyler does not transfer the records to the Client.
 - d. Upon completion or earlier termination of this Agreement, transfer, at no cost, to the Client all public records in possession of Tyler or keep and maintain public records required by the Town to perform the service. If Tyler transfers all public records to the Client upon completion of the Agreement, Tyler shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Tyler keeps and maintains public records upon completion of the Agreement, Tyler shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.
 - e. REQUEST FOR RECORDS; NONCOMPLIANCE.—
 - (1) A request to inspect or copy public records relating to this Agreement must be made directly to the Client. If the Client does not possess the requested records, the Client shall immediately notify Tyler of the request, and, if such records are

in Tyler's possession, Tyler must provide the records to the Client or allow the records to be inspected or copied within a reasonable time.

(2) If Tyler does not comply with the Client's request for records, the Client shall enforce the contract provisions in accordance with this Agreement.

(3) A Contractor who fails to provide the public records to the Client within a reasonable time may be subject to penalties under s. 119.10.

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

24. Scrutinized Companies.

- a. Tyler certifies that, as of the Effective Date, it is not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Client may immediately terminate the Agreement at its sole option if Tyler are found to have submitted a false certification; or if Tyler are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. Tyler agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c. 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.

25. Ethics.

- a. No officer or employee of the Client, 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 Tyler must also adhere to this policy and it must be included in their contracts as well.
- b. 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.
- c. Tyler, in the performance of services, will comply with all applicable laws, ordinances, regulations and rules existing as of the Effective Date. To the extent compliance requires a modification to the Tyler software, Tyler will provide that modification according to the maintenance and support provisions of this Agreement or as otherwise agreed to by the parties. Should laws applicable to Tyler's performance under this Agreement change following the Effective Date, Tyler reserves the right to seek a change order for the

additional work, time and/or cost that may be required to comply with the new law, ordinance or regulation. Tyler covenants that it will conduct no activity or provide any service that is unlawful or offensive.

26. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary Schedule 1: Migration Modules
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Town of Lauderdale-by-the-Sea, Florida

By: Jisel Lopez

By: _____

Name: Jisel Lopez

Name: _____

Title: Senior Corporate Attorney

Title: _____

Date: 12/9/2021

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Town of Lauderdale-by-the-Sea
4501 North Ocean Drive
Lauderdale-by-the-Sea, FL 33308
Attention: Lucia Lang



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Lori Dudley
 Quote Expiration: 12/29/21
 Quote Name: Fundbalance Migration to Incode
 10 with SaaS Flip

Sales Quotation For:

Town of Lauderdale-By-The-Sea
 4501 N Ocean Dr
 Lauderdale By The Sea FL 33308-3610
 Lucila Lang
 +1 (954) 640-4206
 lucilal@lbts-fl.gov

Tyler Software

Description	License	Discount	License Total	Annual Maintenance
Incode				
Incode 10 Financial Management Suite				
Core Financials	\$ 20,995	\$ 14,697	\$ 6,298	\$ 0
Fixed Assets	\$ 2,228	\$ 1,560	\$ 668	\$ 0
Personnel Management (Includes Position Budgeting)	\$ 10,995	\$ 4,398	\$ 6,597	\$ 0
Purchasing	\$ 5,280	\$ 3,696	\$ 1,584	\$ 0
Accounts Receivable	\$ 5,500	\$ 3,850	\$ 1,650	\$ 0
Incode 10 Customer Relationship Management Suite				
Cashiering	\$ 6,500	\$ 4,550	\$ 1,950	\$ 0
Incode Community Development Suite				
Licenses	\$ 5,000	\$ 2,000	\$ 3,000	\$ 0
Tyler Content Management				
Tyler Content Manager Standard Edition	\$ 7,153	\$ 2,861	\$ 4,292	\$ 0
TOTAL:	\$ 63,651	\$ 37,612	\$ 26,039	\$ 0

Tyler Annual Software – SaaS

Description	Annual
Incode	
Incode 10 Financial Management Suite	
Core Financials SaaS Annual Fee	\$ 7,138
Accounts Receivable SaaS Annual Fee	\$ 1,870
Purchasing SaaS Annual Fee	\$ 1,795
Personnel Management (Includes Position Budgeting) SaaS Annual Fee	\$ 3,738
Fixed Assets SaaS Annual Fee	\$ 758
Employee Self Service (Employee Portal)	\$ 0
ESS Time and Attendance	\$ 1,243
Incode 10 Customer Relationship Management Suite	
Cashiering SaaS Annual Fee	\$ 2,210
Incode Community Development Suite	
Licensing Online Component	\$ 1,200
Licenses SaaS Annual Fee	\$ 1,700
MyCivic	
MyCivic Citizen Engagement & 311	\$ 6,500
Tyler Content Management	
Tyler Content Manager Standard Edition -TCM SE SaaS Annual Fee	\$ 2,432
TOTAL:	\$ 30,584

Tyler Annual Services

Description	Annual
Incode	
Other Services	
Tyler U	\$ 388
TOTAL:	\$ 388

Services

Description	Hours/Units	Price	Discount	Extended Price	Maintenance
Incode 10 Financial Management Suite					
Professional Services	344	\$ 36,120		\$ 36,120	\$ 0
Accounts Payable Vendors Data Conversion	1	\$ 1,750	\$ 1,750	\$ 0	\$ 0
General Ledger Chart of Accounts Data Conversion	1	\$ 1,500	\$ 1,500	\$ 0	\$ 0
Personnel Management -Payroll History Data Conversion	1	\$ 1,000		\$ 1,000	\$ 0
Personnel Management - Employees Records Data Conversion	1	\$ 2,000		\$ 2,000	\$ 0
Incode 10 Customer Relationship Management Suite					
Professional Services	44	\$ 4,620		\$ 4,620	\$ 0
Incode Community Development Suite					
Professional Services	32	\$ 3,360		\$ 3,360	\$ 0
MyCivic					
Professional Services	32	\$ 3,616		\$ 3,616	\$ 0
Tyler Content Management					
Professional Services	32	\$ 3,360		\$ 3,360	\$ 0
Other Services					
Project Management	1	\$ 2,500		\$ 2,500	\$ 0
TOTAL:		\$ 59,826	\$ 3,250	\$ 56,576	\$ 0

Summary**One Time Fees****Recurring Fees**

Total Tyler Software

\$ 26,039

Total SaaS

\$ 30,584

Total Tyler Services

\$ 56,576

\$ 388

Summary Total**\$ 82,615****\$ 30,972****Contract Total****\$ 113,587**

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
Incode			
Incode 10 Financial Management Suite			
Accounts Payable Vendors Data Analysis	4	\$ 420	\$ 0
Accounts Receivable	12	\$ 1,260	\$ 0
Core Financials	132	\$ 13,860	\$ 0
ESS Time and Attendance	28	\$ 2,940	\$ 0
Fixed Assets	16	\$ 1,680	\$ 0
General Ledger Chart of Accounts Data Analysis	8	\$ 840	\$ 0
Personnel Management History Data Analysis	4	\$ 420	\$ 0
Personnel Management	92	\$ 9,660	\$ 0
Personnel Management - Employees Records Data Analysis	4	\$ 420	\$ 0
Purchasing	28	\$ 2,940	\$ 0
Employee Self Service - Employee Portal	16	\$ 1,680	\$ 0
Sub-Total	344	\$ 36,120	\$ 0
Incode 10 Customer Relationship Management Suite			
Cashiering	44	\$ 4,620	\$ 0
Sub-Total	44	\$ 4,620	\$ 0
Incode Community Development Suite			
Licenses	32	\$ 3,360	\$ 0
Sub-Total	32	\$ 3,360	\$ 0
MyCivic			
MyCivic Citizen Engagement & 311	32	\$ 3,616	\$ 0
Sub-Total	32	\$ 3,616	\$ 0
Tyler Content Management			
Tyler Content Manager Standard Edition	32	\$ 3,360	\$ 0
Sub-Total	32	\$ 3,360	\$ 0
TOTAL:	484	\$ 51,076	\$ 0

Comments:**Client's Sourcewell ID # 8212****SaaS term is 3 years**

Some services may be delivered remotely via web-based training.

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

General Ledger conversions include Chart of Accounts - additional fee for historical views.

Personnel Management/Payroll conversions include employee master information. This includes master record, addresses, contact and dependent information, state and federal tax setup, direct deposit information, as well as state retirement. Additional fee for historical views.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____



Schedule 1

Migration Modules

- General Ledger
- Accounts Payable
- Purchase Orders
- Capital Assets
- Accounts Receivable
- Cash Receipts



Exhibit B

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.
2. **License Fees:** License fees are invoiced 100% on the date when we provide you with access to the applicable Tyler Software (the "Software Access Date").
3. **Other Tyler Software and Services.**
 - 3.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 3.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 3.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 3.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 3.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the

specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

3.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

3.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and

mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first day of the initial term, as set forth in Section F (1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
 - 1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our Incode Municipal Court System.
 - 1.4. *On-Line Records Search*: Our On-Line Records Search Component allows you to display citations and/or docket information. The website can be available for public view or locked down to secured access only. This system interfaces seamlessly with our INCODE Municipal Court System.
 - 1.5. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
 - 1.6. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license

over the Internet using a credit card.

- 1.7. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.
- 1.8. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.9. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
- 1.10. *Sales Tax On-Line*: Our Sales Tax On-Line Component allows you to make available certain information from your Sales Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data to pay outstanding Sales Tax balances over the Internet using a credit card.
- 1.11. *Code Enforcement Online*: Our Code Enforcement Online component allows you to make available certain information from your code enforcement system to citizens with Internet access. This information is posted to your website, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to data which can include: Incident Status, Incident Results.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment

information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services may require a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.

5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Town Commission Agenda Item Report

Meeting Date: December 14, 2021

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: RESOLUTIONS - PUBLIC COMMENTS

Subject Title: Resolution 2021-78 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE LAUDERDALE-BY-THE-SEA CHAMBER OF COMMERCE, INC. FOR THE USE OF THE TOWN FACILITY LOCATED AT 4201 NORTH OCEAN DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: For several years, the Town and Lauderdale-By-The-Sea Chamber of Commerce (the "Chamber") have entered into an agreement for the Chamber to run the Town's Visitor Center Facility, located at 4201 North Ocean Drive (the "Facility") and share the operational costs of the Facility. In return, the Town has allowed the Chamber to share the use of the Facility for Chamber business. This agreement expired on September 30 2021, but the Commission approved an extension until December 29, 2021.

This year, the Chamber decided they no longer want to operate the Visitor Center. However, the Chamber would still like to utilize the Facility for its operational needs. Since the previous contract was based on the shared operation of the Visitor Center, a new contract is necessary for the Chamber to continue to utilize the Facility for its own business needs.

The attached contract (**Exhibit 2**) proposes a three-year term with two options to renew for one year (the "Agreement"). The Agreement provides for the Chamber's ability to use the Facility for Chamber business subject to the following terms and conditions:

1. The Chamber shall remain in good standing as a Florida non-profit during the term of the Agreement;
2. The Chamber shall partner with the Town for two Town-sponsored events;
3. The Chamber shall aid in the promotion of all Town-sponsored events by posting on the Chamber website and including information in printed materials, emails, and e-newsletters; and
4. The Chamber will have exclusive use of the Facility very third Wednesday of the month for Chamber Board meetings.

Additionally, the Town agrees to:

1. Cooperate with the Chamber's efforts to promote the Town; and
2. Partner with the Chamber for the Taste By The Sea event, if scheduled, by providing assistance with permits approvals and in-kind public works services.

Recommendation: Staff recommends approval of Resolution 2021-78 approving an agreement with the Lauderdale-By-The -Sea Chamber of Commerce to use the 4201 North Ocean Drive facility for Chamber meetings and office space and authorizing the Town Manager to execute the Agreement.

Attachments: Ex.1 – Resolution 2021-78
Ex.2 – Chamber Agreement

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WHEREAS, the Town owns the Visitor Center Facility, located at 4201 North Ocean Drive (the “Facility”); and

WHEREAS, the Chamber and Town staff have negotiated an agreement for the Chamber’s use of the Facility for a term of three years, with two one-year renewal options (the “Agreement”); and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve, and authorize the Town Manager to execute, the Agreement with the Chamber for use of the Facility.

SECTION 1. Recitals. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

SECTION 3. Authorization to Execute the Agreement. The Town Manager is hereby authorized to execute the Agreement with the Chamber, attached as Exhibit “A,” together with

such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 4. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED on this 14th day of December, 2021.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**AGREEMENT BETWEEN
THE TOWN OF LAUDERDALE-BY-THE-SEA AND
THE LAUDERDALE-BY-THE-SEA CHAMBER OF COMMERCE**

THIS is an AGREEMENT (the “Agreement”) made this ___ day of _____ 2021 by and between the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation organized and operating under the laws of the State of Florida (the “TOWN”), and the Lauderdale-By-The-Sea Chamber of Commerce, Inc., a non-profit corporation authorized to do business in the State of Florida (the “CHAMBER”).

RECITALS

WHEREAS, the TOWN owns and operates a tourist information center (the “Visitor Center”) at 4201 Ocean Drive, Lauderdale-By-The-Sea (the “Facility”) for the primary purpose of promoting commerce and tourism within Lauderdale-By-The-Sea; and

WHEREAS, the CHAMBER desires, and the TOWN agrees to allow the CHAMBER to use the Facility for CHAMBER meetings.

NOW, THEREFORE, in consideration of the mutual promises, terms, provisions, covenants and payments set forth herein, it is hereby agreed by and between TOWN and CHAMBER as follows:

1. **Recitals** The above recitals are true and correct and are hereby incorporated herein.

2. **Term and Termination**

- 2.1 This Agreement shall be in effect for three years beginning on _____, 2021 and ending on _____, 2024 (the “Term”), unless this Agreement is terminated earlier in accordance with the terms of this Agreement.
- 2.2 At the end of the Term, the TOWN shall have the option to renew this Agreement for two (2) periods of one (1) year each (each, a “Renewal Term”) by providing 30 days’ written notice.
- 2.3 Either party may terminate this Agreement for convenience with 120 days’ prior written notice to the other party.

3. **Services and Responsibilities of the CHAMBER**

- 3.1 The CHAMBER shall remain in good standing as a Florida non-profit corporation during the term of this Agreement.
- 3.2 The CHAMBER agrees to partner with the TOWN for two TOWN-sponsored events each year, which may include but are not limited to, the Boo-By-The-Sea and the Farmers Market. These events may be changed upon mutual agreement of

the parties. The CHAMBER'S participation in Town events shall consist of assisting the TOWN in the organization and execution of the events, and other responsibilities, as determined and directed by the TOWN.

- 3.3 The CHAMBER shall aid in the promotion of all TOWN-sponsored events by posting on the CHAMBER'S website and by including information in printed materials, emails, and e-newsletters.

4. Services and Responsibilities of the TOWN

- 4.1 The TOWN agrees to provide non-exclusive use of the Facility during the Term for the benefit of CHAMBER, subject to the terms and conditions of this Agreement. The Facility shall remain at all times the property of TOWN. The CHAMBER may use the Facility only as general office space for CHAMBER business during normal business hours, for functions such as processing payments, filings, and answering phone calls and emails.
- 4.2 The CHAMBER will be allowed to have exclusive use the Facility every third Wednesday of the month from 8 am to 12 pm for its Board meetings, or as may otherwise be scheduled with the approval of the Town Manager or designee. Additional CHAMBER events may be held at the Facility if approved by the Town Manager. The CHAMBER'S use of the Facility shall be incidental to, and shall not interfere with, the TOWN'S primary use and ownership of the Facility
- 4.3 Personnel employed or contracted by the TOWN at the Facility may be used by the CHAMBER for CHAMBER-related business, as may be separately agreed to between the CHAMBER and TOWN employee, provided such agreement does not interfere with TOWN business or operations and does not prevent the personnel from meeting their obligations to the Town. .
- 4.4 TOWN and CHAMBER agree to cooperate in each other's efforts to positively promote the Town of Lauderdale-By-The-Sea and host events intended to bring visitors to the Town of Lauderdale-By-The-Sea and residents to the downtown area.
- 4.5 The TOWN agrees to partner with the CHAMBER for the CHAMBER'S Taste-By-The-Sea event, if scheduled, by providing assistance with permits and approvals and providing in-kind public works services.

5. Equal Employment Opportunity

In the performance of this Agreement, the CHAMBER shall not discriminate against any firm, employee, or applicant for employment or any other firm/individual in providing services on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

6. **Notice**

Whenever any party desires to give notice unto any other party hereunder, it must be given by written notice, sent by certified United States mail, with return receipt requested, by hand delivery or by facsimile transmission with confirmation of receipt, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CHAMBER and TOWN designate as the respective places for giving of notice:

TOWN: Town Manager
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Fax: 954-640-4236

CHAMBER: President
Lauderdale-By-The-Sea Chamber of Commerce
4201 Ocean Drive
Lauderdale-By-The-Sea, FL 33308 Fax:
954-769-1560

7. **Property**

The parties agree that all items, equipment, property and materials owned or purchased by CHAMBER shall forever remain the property of CHAMBER. The parties further agree that all items, equipment, property and materials owned or purchased by TOWN shall forever remain the property of TOWN. In the event of damage or destruction to the other party's property, the party causing such damage or destruction shall promptly repair or replace the damaged or destroyed property.

8. **Waiver**

Failure of either party to insist upon strict performance of any covenant or condition of this Agreement or to execute any right herein contained shall not be construed as a waiver or relinquishment for the future of any such covenant condition or right, but the same shall remain in full force and effect.

9. **Severability**

If any provision of this Agreement or 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.

10. **Governing Law**

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.

11. **Extent of 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.

12. **Indemnification**

CHAMBER 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 CHAMBER performance or non-performance of any provision of this Agreement, including, but not limited to, any employment related issues involving the CHAMBER as a result of this Agreement, liabilities arising from contracts between the CHAMBER and third parties for work or materials required under or related to this Agreement. CHAMBER 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 CHAMBER'S performance or non-performance of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the TOWN of any immunity to which it is entitled by law, including but not limited to the TOWN'S sovereign immunity as set forth in Section 768.28, Florida Statutes. The provisions of this section shall survive termination of this Agreement.

13. **Insurance**

CHAMBER shall provide evidence of workers compensation that complies with the insurance laws of the State of Florida. The CHAMBER shall carry commercial general liability insurance in an amount no less than \$1,000,000.00 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 under this Agreement and annually thereafter.

14. **Ethics.**

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

14.2 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 contract

or the proceeds thereof. Any subcontractors hired by the CHAMBER must also adhere to this policy and it must be included in their contracts as well.

- 14.3 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.
- 14.4 CHAMBER covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to this Agreement and in effect at the time of performance. CHAMBER covenants that it will conduct no activity or provide any service that is unlawful or offensive.

[SIGNATURE PAGE TO FOLLOW]

**AGREEMENT BETWEEN
THE TOWN OF LAUDERDALE-BY-THE-SEA AND
THE LAUDERDALE-BY-THE-SEA CHAMBER OF COMMERCE**

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

TOWN:

CHAMBER:

TOWN OF LAUDERDALE-BY-THE-SEA

LAUDERDALE-BY-THE-SEA
CHAMBER OF COMMERCE, INC.

By: _____
Linda Connors, Town Manager

By: _____
Chair of the Board

Date: _____

Date: _____

Attest: _____
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen