



Town Commission

Jarvis Hall 4505 N. Ocean Drive

Regular Town Commission

REGULAR TOWN COMMISSION

Being held at Tuesday, May 14, 2019

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 South Florida Wildlife Center

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5.b National Public Works Week

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5.c "National Police Week" and "National Peace Officers Memorial Day" Proclamation

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5.d EMS Week 2019 Proclamation

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[National EMS Svcs Week Proclamation.pdf](#)

6. **PUBLIC COMMENTS**

7. **PUBLIC SAFETY DISCUSSION**

7.a BSO April 2019 Report

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[Ex1 TM Report-April 2019.pdf](#)

7.b AMR April Report

[AMR CoverPage.pdf](#)

[AMR LBTS Times 4-19.pdf](#)

7.c VFD April 2019 Report

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8. **TOWN MANAGER REPORT**

- 8.a March 2019 Finance Report
 - [CoverPage.pdf](#)
 - [ex1 revenue expenditure report.pdf](#)
 - [Ex2 BUDGET TO ACTUAL REPORT.pdf](#)
 - [Ex3 March 2019 CASH-INVESTMENT REPORT.pdf](#)
- 8.b Town Manager Report
 - [CoverPage.pdf](#)
 - [Ex1 Courtesy Notice.pdf](#)
- 9. **TOWN ATTORNEY REPORT**
- 10. **APPROVAL OF MINUTES**
 - 10.a April 23, 2019 Town Commission Meeting Minutes
 - [CoverPage.pdf](#)
 - [042319 LBTS Commission 1st draft minutes.pdf](#)
- 11. **CONSENT AGENDA**
 - 11.a PayByPhone Transaction Fee
 - [CoverPage - Paybyphone Transaction fee.docx](#)
 - 11.b Authorization to Purchase Two Global Metro Multi-Space Paystations
 - [CoverPage.pdf](#)
 - [Exhibit 1 - Price Quote for Two Paystations 04.01.2019.pdf](#)
 - 11.c Health Insurance Agent on Record
 - [CoverPage - Insurance Agent.pdf](#)
 - 11.d Payment to Town Manager Upon Separation
 - [coverpage.pdf](#)
 - [Exhibit 1 Town Manager Employment Agreement - Bud Bentley.pdf](#)
 - [Exhibit 2 Personnel Policies Manual.pdf](#)
 - 11.e Bougainvillea Parking Project
 - [CoverPage.pdf](#)
- 12. **OLD BUSINESS**
- 13. **NEW BUSINESS**
- 14. **COMMISSIONER COMMENTS**
- 15. **ORDINANCES 1st Reading**
 - 15.a Ordinance 2019-06 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING MARCH 17, 2020 FOR THE TOWN'S 2020 GENERAL MUNICIPAL ELECTIONS DATE TO COINCIDE WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION DATE AS ALLOWED BY

SECTION 101.75, FLORIDA STATUTES; ESTABLISHING THE QUALIFYING PERIOD FOR THE 2020 GENERAL MUNICIPAL ELECTIONS TO OCCUR FROM NOON ON THURSDAY, JANUARY 2, 2020 THROUGH NOON ON WEDNESDAY, JANUARY 8, 2020, AS REQUIRED BY THE SUPERVISOR OF ELECTIONS; PROVIDING FOR THE DATE ON WHICH ELECTED OFFICIALS TAKE OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ord CoverPage.pdf](#)

[Ex1 Ord 2019-06.pdf](#)

16. ORDINANCES 2nd Reading

- 16.a** Ordinance 2019-01 - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2019 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT WITH WASTE PRO USA, INC. ("2019 RESTATED COLLECTION AGREEMENT"); AUTHORIZING AMENDMENTS INCLUDING COMMINGLED WASTE, NUMBER OF CARTS IN DUPLEXES, PENALTIES; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

[CoverPage.pdf](#)

[Agenda Item 15a.pdf](#)

[ExA_ Ex1_ ExA to Ord_ 2019 Restated Collection Agmt 4-3-19_ 3F23953.pdf](#)

[ExA_ Ex2_ Redline Collection Agreement 4.3.19_ 3F23772.pdf](#)

[Ord 2019-01.pdf](#)

17. RESOLUTIONS – PUBLIC COMMENTS

- 17.a** Resolution 2019-12 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE REQUEST TO VACATE A TEN (10) FOOT PORTION OF A UTILITY EASEMENT GENERALLY LOCATED AT 236-238 GARDEN COURT, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

[CoverPage.pdf](#)

[Ex1 Application.pdf](#)

[Ex2 PZB Staff Report.pdf](#)

[Ex3 PZB Minutes 4.18.19.pdf](#)

[Ex4 Garden Resolution 2019-12 - 3F8979602.pdf](#)

- 17.b** Resolution 2019-13 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE VOLUNTARY REDUCTION AND ULTIMATE ELIMINATION OF SINGLE USE PLASTICS; PROVIDING FOR CONFLICTS, AND FOR AN EFFECTIVE DATE.

[Cover Page.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: May 14, 2019

Submitted by: Buz Oldaker

Submitting Department: Commission

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title:

South Florida Wildlife Center

Explanation:

Renata Schneider, Director of Wildlife Rehabilitation will be presenting to the Commission what the South Florida Wildlife Center does and how they impact the Town of Lauderdale-By-The-Sea Community.

Recommendation:

N/A

Attachments:

[CoverPage.pdf](#)



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Recommendation:

N/A

Attachments:



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title:

National Public Works Week

Explanation:

Since 1960, The American Public Works Association (APWA) has sponsored National Public Works Week. Across North America, this week is used to energize and educate the public on the importance of public works to their daily lives: planning, building, managing and operating at the heart of their local communities to improve everyday quality of life. The American Public Works Association selects a “theme” every year to recognize the important role Public Works plays. APWA selected “It Starts Here” as the theme for the 2019 National Public Works Week. This theme represents the many facets of modern civilization that grow out of the efforts put forth by the public works professionals across North America. What starts here? Infrastructure starts with public works... Growth and innovation starts with public works... Mobility starts with public works... Security starts with public works... Healthy communities start with public works... The bottom line is that citizens' quality of life starts with public works. The Town wishes to recognize the commitment, hard work, dedication, and superior levels of service provided by our Municipal Services staff.

Recommendation:

N/A

Attachments:

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[National Public Works Week.docx](#)



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Recommendation:

N/A

Attachments:

[National Public Works Week.docx](#)



PROCLAMATION

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

“National Public Works Week”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Lauderdale-By-The-Sea; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, beaches, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in **Lauderdale-By-The-Sea** to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2019 marks the 59th annual National Public Works Week sponsored by the American Public Works Association be it now,

NOW, THEREFORE, I, Chris Vincent, Mayor, on behalf of the Town Commission of Lauderdale-By-The-Sea, do hereby proclaim May 19 -25, 2019 as:

“NATIONAL PUBLIC WORKS WEEK”

I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

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

Attest: _____
Tedra Allen, CMC
Town Clerk

Chris Vincent, Mayor
May 14, 2019



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Thomas Palmer

Submitting Department: Public Safety

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title:

"National Police Week" and "National Peace Officers Memorial Day" Proclamation

Explanation:

In 1962 President Kennedy and Congress designated May 15 each year as "National Peace Officers Memorial Day" and the week it falls in, "National Police Week", which is May 11 – 17, 2019. This proclamation recognizes and commemorates the dedication of police officers to preserve the rights of citizens and keep them and their communities safe

Recommendation:

N/A

Attachments:

[CoverPage.pdf](#)

[Ex1 Nat'l Police Week Proclamation.docx](#)



Town Commission Agenda Item Report

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Submitting Department: Public Safety

Item Type: Presentations

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Recommendation:

N/A

Attachments:

[Ex1 Nat'l Police Week Proclamation.docx](#)



PROCLAMATION

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

WHEREAS, in 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, the International Association of Chiefs of Police has declared law enforcement officer safety and wellness a top priority, and the IACP's Center for Officer Safety and Wellness promotes the importance of individual, agency, family, and community safety and wellness awareness; and

WHEREAS, the members of our law enforcement agency for the Town of Lauderdale-By-The-Sea play an essential role in safeguarding the rights and freedoms of the citizens of the Town; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the police department of the Town of Lauderdale-By-The-Sea has grown to be modern and scientific law enforcement agency which unceasingly provides a vital public service.

NOW, THEREFORE, I, Chris Vincent, Mayor of the Town of Lauderdale-By-The-Sea, Florida, call upon all citizens of the Town of Lauderdale-By-The-Sea and upon all patriotic, civil and educational organizations to observe the week of **May 11-17, 2019 as "NATIONAL POLICE WEEK"** with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon Town citizens to observe **May 15, 2019 as "NATIONAL PEACE OFFICERS MEMORIAL DAY"** to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

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

Attest: _____
Tedra Allen, CMC
Town Clerk

Chris Vincent, Mayor
May 14, 2019



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Brooke Liddle

Submitting Department: Public Safety

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title:

EMS Week 2019 Proclamation

Explanation:

Proclamation recognizing National EMS Week and all our local and national first responders

Recommendation:

N/A

Attachments:

[CoverPage.pdf](#)

[National EMS Svcs Week Proclamation.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Brooke Liddle

Submitting Department: Public Safety

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title:

EMS Week 2019 Proclamation

Explanation:

Proclamation recognizing National EMS Week and all our local and national first responders

Recommendation:

N/A

Attachments:

[National EMS Svcs Week Proclamation.pdf](#)



PROCLAMATION

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

“NATIONAL EMERGENCY MEDICAL SERVICES WEEK”

WHEREAS, the Town of Lauderdale-By-The-Sea has built a strong emergency medical services system for reducing death, disability, sorrow, and financial loss from major injuries and sudden serious illness, with American Medical Response as the provider of Emergency Medical Service; and

WHEREAS, the Town of Lauderdale-By-The-Sea Volunteer Fire Department is an integral part of the EMS system; and

WHEREAS, the EMS system not only includes paramedics, EMTs, first responders, emergency dispatchers, emergency vehicles mechanics, specialized nurses, and physicians; and

WHEREAS, this year’s National EMS Week is May 19th through May 25th; and

WHEREAS, *EMS Week* is also an opportunity to shine a positive spotlight on the everyday heroism of our local EMS team.

NOW, THEREFORE, I, Chris Vincent, Mayor of the Town of Lauderdale-By-The-Sea, Florida, do hereby proclaim:

***May 19 – 25, 2019 as
“National Emergency Medical Services Week”***

And that we express our appreciation for the work of all EMS workers in Lauderdale-By-The-Sea and wish them continued success.

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

Attest: _____
Tetra Allen, CMC
Town Clerk

Chris Vincent, Mayor
May 14, 2019



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Thomas Palmer

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

BSO April 2019 Report

Explanation:

Monthly Report to Commission - April 2019

Recommendation:

Approve/Accept

Attachments:

[Cover Page.pdf](#)

[Ex1 TM Report-April 2019.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Thomas Palmer

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

BSO April 2019 Report

Explanation:

Monthly Report to Commission - April 2019

Recommendation:

Approve/Accept

Attachments:

[Ex1 TM Report-April 2019.pdf](#)



Date: May 10, 2019

To: William Vance
Town Manager
Lauderdale-By-The-Sea

From: Captain Thomas Palmer *Tom*
Lauderdale-By-The-Sea District

Subject: **Monthly Report to Commission – April 2019**

PERSONNEL CHANGES:

Crime Scene Investigative Aid Faisal Moreno was promoted to a Crime Analyst and was transferred to BSO Headquarters.

EMPLOYEE OF THE MONTH:

In March 2019, three local businesses became victim to a string of beer keg thefts in the town of Lauderdale by the Sea. Two of the three businesses had stored empty beer kegs to the rear of their businesses along a rear alleyway awaiting retrieval from their beer distributor. The third business had actually stored their beer kegs inside a fenced exterior storage area located to the rear of the business. A total of 17 beer kegs were taken from the three businesses resulting in a significant loss to all three businesses. Surveillance video from the businesses, coupled with information developed from the town's ALPR system revealed that the subject had utilized two different vehicles to enter the town and haul away the stolen beer kegs, but wore distinctive clothing in each case that was captured on video surveillance.

On Thursday, April 4th, 2019, Sergeant Craig Bachan was entering a local restaurant located adjacent to the businesses that had experienced the keg thefts. Sergeant Bachan's attention was drawn to a subject exiting the restaurant with a "to go" order. The subject was observed to be wearing the same unique sandals and athletic pants as the subject in the previously recorded keg thefts. Without alerting the subject, Sergeant Bachan summoned additional deputies of the subject's location, which at the time was in the same alleyway as the thefts. With the assistance of the other deputies, Sergeant Bachan was able to detain the subject (Lunzer Luzincourt) without incident.

The ensuing investigation resulted in the subject identifying himself on the recordings from the previous burglaries and thefts. Deputies were also able to locate the subject's vehicle which was found to be filled with eight more kegs allegedly stolen by the subject from another business in Boca Raton. The subject was eventually charged with multiple counts of Burglary and Theft. The vehicle was seized and is undergoing the confiscation process.

Sergeant Bachan's attention to detail and quick actions led to the successful apprehension of a serial burglar victimizing several town businesses. Sergeant Bachan's actions are highly commendable and best reflect the professionalism of the Broward Sheriff's Office. It is for these reasons that Sergeant Bachan was awarded the April 2019 Lauderdale by the Sea District Deputy of the Month.

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

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

checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 20 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 36 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. Thirty-eight (38) individuals experiencing homelessness were contacted during the month. Sixteen (16) individuals were trespass warned from commercial establishments around town. Three (3) of the homeless individuals were arrested for active warrants and one for a town ordinance violation. Four (4) of the individuals accepted services offered by deputies.
- **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 recently 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.

VFD Easter Egg Hunt: The Broward Sheriff's Office assisted with traffic control and event safety for the annual VFD Easter Egg Hunt at Friedt Park. Lieutenant Wesolowski attended.

Easter Sunrise Service: The Broward Sheriff's Office assisted with road closures adjacent to the Pavilion. Sergeant Peter LaGana attended.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-1904-000072

DATE/TIME: 04/03/19 @ 0753 hrs

LOCATION: 101 Commercial Blvd.

ARRESTEE: B/M Lunzer Luzencourt 04/01/91 **IN CUSTODY**

INCIDENT: Burglary Business

SUMMARY: At 0753 hours an unknown B/M parked in the alleyway behind the restaurant and entered the rear open storage/garbage area of 101 Restaurant, stealing an empty beer keg valued at \$35.00. The same suspect stole from the restaurant on 03/11/19, returned 03/17/19 but was unsuccessful, and stole from there on 03/19/19. The suspect was arrested on 04/04/2019.

CASE: 13-1903-000302 / 13-1903-000462 / 13-1904-000072

DATE/TIME: 04/04/19 @ 0645 hrs

LOCATION: 101 Commercial Blvd

ARRESTEE: Lunzer Luzincourt B/M 4/1/91 **IN CUSTODY**

INCIDENT: Petit Theft / Burglary / DWLS Habitual Traffic Offender

SUMMARY: On 3/11/19, 3/19/19, and 4/3/19 a previously unidentified B/M illegally removed a total of 17 empty beer kegs from the rear of 101 Ocean, Aruba's, and Taco Craft. The male was wearing similar articles of clothing.

On Thursday 4/4/19, at approx. 0700 hrs, a B/M matching the suspect's description was observed exiting the El Mar Café, (4405 El Mar Dr), having just picked up food for take-out. The suspect walked westward in the alley behind the aforementioned businesses, and was detained by Sergeant Bachan. Lunzer Luzincourt agreed to accompany deputies to the LBTS offices, where he later provided a post-Miranda video recorded interview in which he made numerous admissions to his involvement in the crimes, and positively identified himself on surveillance video. He was subsequently charged with the listed thefts, burglary, and DWLS Habitual. The Nissan Sedan Luzincourt used to commit at least one of the crimes was later located parked in the alley behind Kilwin's. Inside were 8 empty beer kegs, likely stolen prior to his arrival in LBTS today.

CASE: 13-1904-000161

DATE/TIME: 04/07/19 @ 0900 hrs

LOCATION: 4100 Bougainville Drive, LBS

ARRESTEE: W/M Robert Todd 01/06/64

INCIDENT: Driving While License Suspended DWLS (ALPR)

SUMMARY: Deputy Cedillo conducted a traffic stop at the 4100 block of Bougainville Dr. after receiving an ALPR alert. The driver (Robert Todd) had a permanently revoked license for being convicted of 4 D.U.I's. in the past. Todd was transported to the BSO main jail.

CASE: 13-1904-000155

DATE /TIME: 04/06/19 @ 2300 hrs

LOCATION: 4405 N Ocean Dr

ARRESTEE: Michael Friedman WM 12/17/61

INCIDENT: Ordinance Violation Arrest (open alcoholic beverage)

SUMMARY: On 04/06/19 at approximately 2300 hours Deputy Duarte observed Michael Friedman in possession of an open alcoholic beverage (Natural Ice, 16 oz, 5.9% alcohol) while lying and blocking the entrance/exit of 4405 N Ocean Dr. Friedman was placed into custody and transported to BSO main jail.

CASE: 13-1904-000226

DATE/TIME: 04/09/19 @ 1800 hrs

LOCATION: Datura Beach Portal

ARRESTEE: W/F Winifred Daly 11/03/65

INCIDENT: Warrant Arrest

SUMMARY: Deputies responded to a disturbance where two intoxicated people, a WM and a WF, were being loud. A routine records check of Daly showed an active warrant for Open Container. Daly was transported to and TOT BSO main jail.

CASE: 13-1904-000382

DATE AND TIME: 4/15/19 @ 2030 hrs

LOCATION: 2 Palm Ave (Lauderdale Surf & Yacht Club)

ARRESTEE: W/M Julio Edwards (W/M, DOB: 8/28/46)

INCIDENT: Grand theft and Trespass

SUMMARY: Witness stated that he had observed from his balcony a recently known person take a lounge chair from 2 Palm Av (Lauderdale Surf & Yacht Club). He later observed the known person remove items from the back of the vehicle which was parked in a parking spot in front of the Palm Avenue Portal and placed the beach lounge chair in the vehicle. The known subject then backed the vehicle into the property of Lauderdale Surf & Yacht Club. He parked the vehicle backed in on the northeast side of the parking lot. The witness then heard a loud noise and observed the known person placing a yellow kayak into the back of the vehicle. The subject took off at a high rate of speed westbound on Palm Avenue. The witness's wife was able to retrieve the known subject's telephone number. The investigation identified Julio Fernando Edwards as the suspect, and identified his vehicle via the ALPR system. BSO detectives began searching for the suspect at his residence with negative results; however, during routine beach patrol days later, Detectives Mursell and Genovese located the suspect walking around at the Pavilion. Edwards was arrested without incident. Edwards has an extensive criminal record.

CASE: 13-1904-000479

DATE AND TIME: 04/20/19 @ 0958 hrs

LOCATION: 4109 N Ocean Dr #8

SUSPECT: Domestic related

VEHICLE: 2018 Ford Mustang (FL Tag #LCDL13)

INCIDENT: Grand Theft Auto

SUMMARY: The victim broke up with the suspect on 4/17/19, leaving in the middle of the night without taking her vehicle. The next evening, she went to get the vehicle and it was gone. She said her boyfriend had stolen it. Dep Koos contacted the suspect via telephone that confirmed that he was in possession of the vehicle and Koos directed the suspect to return the vehicle that day, or the victim would report it stolen. The suspect later failed to return the vehicle and the victim reported the vehicle as stolen. Boca Raton PD located the vehicle shortly after it was entered as stolen. The victim subsequently signed a waiver of prosecution, refusing prosecution of the suspect.

CASE: 13-1904-000608

DATE/TIME: 04/26/19 @ 0608 hrs

LOCATION: 238 Commercial Blvd.

ARRESTEE: W/M Joseph Kirch 10/10/69

INCIDENT: Capias – Unlawful Assembly

SUMMARY: Subject was found sleeping in front of the business. Teletype check revealed active capias for Unlawful Assembly Bond \$500.00. The arrestee was transported to the Main Jail.

MONTHLY ARREST LOG:

Aggravated battery w/ a Deadly Weapon	4353	N Ocean Dr
Battery-Touch or Strike	4350	N Ocean Dr
Burglary Conveyance -Unoccupied/Unarmed	1985	Windward Dr
Burglary Structure -Unoccupied/Unarmed	101	Commercial Blvd
Burglary Structure -Unoccupied/Unarmed	101	Commercial Blvd
Burglary Structure -Unoccupied/Unarmed	101	Commercial Blvd
Capias Arrest -Unlawful Assembly	238	Commercial Blvd
Capias -Writ of Bodily Arrest	4529	N Ocean Dr
Disorderly Intoxication in a Public Place	1	Commercial Blvd
Grand Theft more than \$300 - Less Than \$5000	234	Hibiscus Av
Grand Theft more than \$300 - Less Than \$5000	2	Palm Av
Grand Theft more than \$300 - Less Than \$5000	4228	N Ocean Dr
Traffic Arrest-Driving on a Permanently revoked D/L	4229	Bougainvilla Dr
Municipal Ordinance Violation -Open Container of Alcohol	4405	N Ocean Dr
Possess Counterfeit DL or ID	4100	El Mar Dr
Possession of Cannabis Less Than 20 Grams	1900	S Ocean Blvd
Trespassing After Warning Structure or Conveyance	4660	N Ocean Dr
Warrant-2 Counts of Grand theft -Bond \$1000.00 EA	117	Commercial Blvd
Warrant-Carry Open/Uncovered Alcoholic Beverage	99	Datura Av/El Mar Dr
Warrant-Operate a Motor vehicle w/o a Valid DL	4605	N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2018 YTD	2019 YTD
AUTO THEFT	1	0	4	2
BURGLARY-BUSINESS	0	0	1	0
BURGLARY-CONVEYANCE	1	1	8	4
BURGLARY-RESIDENCE	0	1	8	2
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	0	0
HOMICIDE	0	0	0	0
ROBBERY	0	0	4	0
THEFT-GRAND	2	4	7	9
THEFT-PETIT	7	7	10	18
TOTALS	11	12	42	36

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	32
COP Hours Worked - Month	295
COP Patrol Miles - Month	492
COP Hours Worked - YTD	947
COP Patrol Miles - YTD	1675

COP Bike Patrol Hours - Month	3
COP Bike Patrol Hours - YTD	18

COP Beach Patrol Hours – Month	33
COP Beach Patrol Hours - YTD	139.5

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

	Month	2019 YTD
Reserve Deputy - Days Worked	1	9
Reserve Deputy - Hours Worked	10	81

MONTHLY STAFFING AND STATISTICAL REPORT:

The April 2019 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity April 2019

Reports/Calls	
Miscellaneous Service	
Event Reports	52
Accidents	13
Calls for Service	730

Traffic	
Types of Citation	
Non-Moving / Moving Citation	63
Parking	0
Warnings	94
Total Citations	157

Arrests	
Type of Arrest	
Felony	7
Misdemeanor	3
NTA	1
Capias/Warrant	5
Traffic	0
NIC (felony)	2
DV Misdemeanor	0
DV Felony	0
Municipal Ordinance	1
Total Arrests	19

Time Worked	
Hours Worked	
Bike Patrol	20
Court Overtime	158
Training	363
Detached	186
Other Overtime	35
Days Worked	30

General	
FI	70
Truant	0
Truant Debriefed	0
Elder Link	1

Narrative
ATV: 258 Miles / 36 Hours Reserve Deputies worked 1 Shift (10 hrs)



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

April 30, 2019

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	3	
Deputy Sheriff	19	18	1
Community Service Aide	1	0	1
Administrative Specialist	1	1	
Clerical Specialist (P/T)	2	1	1
TOTAL	28	25	3

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
CSIA Faisal Moreno	13969	Promoted	Crime Analyst Position

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached To	Reason	Hours
Detective Glen Genovese	13738	QRF	Adjunct Trainer	70
Deputy Eddy Hernandez	16994	N Laud District	Event	6
Deputy Javier Barrios	16797	Regional Traffic	Motor Rodeo	110
			TOTAL	186



**LAUDERDALE BY THE SEA DISTRICT
NEARBY SEX OFFENDERS – APRIL, 2019**



PEREIRA VINCENT
09/18/1950
3333 NE 34 ST.
APT# 1220
FT Lauderdale, 33308
BATTERY U//16
(1999) BROWARD



MESSIER
JOSEPH P
12/11/1974
11. Brly Ave.
Apt 1602
Pompano Bch, 33062
SEX OFFENSE,
FEDERAL
(KNOWINGLY
ENTICING A
MINOR VIA
COMPUTER TO
ENGAGE IN
SEXUAL ACTIVITY)
2003 - FEDERAL
(CONVICTED)



MORALES
MICHAEL WALTER
04/22/1974
516 S. Ocean Blvd #2
Pompano Beach 33062
BROWARD COUNTY
USE OF COMPUTER
TO SOLICIT OR LURE
A CHILD TO ENGAGE
IN SEXUAL CONDUCT
F.S. 847.013(3)(a)
(PRINCIPAL)
(GUILTY/CONVICT)
10/24/2014)



CLARKE JAMES
ORLIN
05/14/1980
4011 N. Ocean Blvd. #
110
(Travelodge Motel)
Ft. Lauderdale
33308
SEX OFFENSE, OTHER
STATE (3RD DEGREE
CRIMINAL SEXUAL
CONDUCT-PERSON 13
TO 15)
Macomb, MI



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Brooke Liddle

Submitting Department: Administration

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

AMR April Report

Explanation:

April 2019 AMR Report

Recommendation:

Approve/Accept

Attachments:

[AMR CoverPage.pdf](#)

[AMR LBTS Times 4-19.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Brooke Liddle

Submitting Department: Administration

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

AMR April Report

Explanation:

April 2019 AMR Report

Recommendation:

Approve/Accept

Attachments:

[AMR LBTS Times 4-19.pdf](#)

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
4/29/2019	200 BLK Neptune Ave	11:50:44	11:50:57	11:50:59	0:00:15
4/4/2019	4900 BLK N Ocean Blvd	09:04:41	09:04:46	09:05:43	0:01:02
4/7/2019	4500 BLK N Ocean Dr	12:35:43	12:37:02	12:37:03	0:01:20
4/9/2019	140 0BLK S Ocean Blvd	08:45:52	08:45:58	08:47:21	0:01:29
4/16/2019	100 BLK Datura Ave	14:37:33	14:38:58	14:39:02	0:01:29
4/7/2019	100 BLK Commercial Blvd	13:35:29	13:36:59	13:37:02	0:01:33
4/11/2019	1600 BLK S Ocean Blvd	17:59:22	17:59:41	18:00:57	0:01:35
4/2/2019	3900 BLK N Ocean Dr	14:09:23	14:09:28	14:11:00	0:01:37
4/4/2019	200 BLK Commercial Blvd	17:13:43	17:13:51	17:15:25	0:01:42
4/10/2019	4500 BLK Bougainvilla Dr	22:32:46	22:32:59	22:34:29	0:01:43
4/18/2019	4400 BLK N Ocean Dr	03:39:40	03:40:21	03:41:26	0:01:46
4/8/2019	Palm Ave/Ocean Dr	14:54:26	14:54:32	14:56:21	0:01:55
4/20/2019	Washingtonia Ave/Bougainvilla Dr	22:19:15	22:19:52	22:21:18	0:02:03
4/15/2019	5100 N Ocean Blvd	18:33:27	18:33:35	18:35:32	0:02:05
4/26/2019	6000 BLK N Ocean Blvd	20:01:57	20:02:10	20:04:02	0:02:05
4/16/2019	4300 BLK N Ocean Dr	23:31:29	23:32:07	23:33:35	0:02:06
4/8/2019	4500 BLK El Mar Dr	09:43:28	09:44:12	09:45:39	0:02:11
4/29/2019	4600 BLK Bougainvilla Dr	07:07:56	07:08:55	07:10:07	0:02:11
4/22/2019	3900 BLK N Ocean Dr	12:07:45	12:08:08	12:09:57	0:02:12
4/14/2019	4500 BLK El Mar Dr	11:32:19	11:33:08	11:34:44	0:02:25
4/28/2019	Commercial Blvd/N Ocean Dr	22:14:04	22:14:19	22:16:31	0:02:27
4/19/2019	4900 BLK N Ocean Blvd	13:26:05	13:26:31	13:28:33	0:02:28
4/13/2019	5000 BLK N Ocean Blvd	20:17:44	20:18:09	20:20:13	0:02:29
4/9/2019	4900 BLK N Ocean Blvd	18:49:40	18:49:56	18:52:10	0:02:30
4/9/2019	1500 BLK S Ocean Blvd	21:45:50	21:45:55	21:48:21	0:02:31
4/24/2019	5100 BLK N Ocean Blvd	15:20:53	15:20:55	15:23:25	0:02:32
4/8/2019	4100 BLK N Ocean Dr	09:14:20	09:16:50	09:16:52	0:02:32
4/11/2019	4600 BLK N Ocean Dr	02:35:48	02:38:15	02:38:20	0:02:32
4/10/2019	4500 BLK Bougainvilla Dr	14:47:48	14:50:17	14:50:21	0:02:33
4/15/2019	1800 BLK S Ocean Blvd	15:28:01	15:30:19	15:30:34	0:02:33
4/25/2019	4400 BLK Bougainvilla Dr	19:32:36	19:33:35	19:35:11	0:02:35
4/12/2019	4400 BLK N Ocean Dr	20:26:48	20:27:03	20:29:27	0:02:39
4/3/2019	1900 BLK S Ocean Blvd	13:45:18	13:45:38	13:47:58	0:02:40
4/27/2019	4300 BLK N Ocean Dr	23:09:31	23:09:41	23:12:13	0:02:42
4/22/2019	4500 BLK Bougainvilla Dr	11:08:06	11:08:22	11:10:50	0:02:44
4/14/2019	4300 BLK N Ocean Dr	21:08:56	21:09:41	21:11:41	0:02:45
4/18/2019	200 BLK Commercial Blvd	14:32:41	14:32:52	14:35:27	0:02:46
4/21/2019	4400 BLK El Mar Dr	23:04:20	23:04:33	23:07:09	0:02:49
4/14/2019	4600 BLK N Ocean Dr	18:40:11	18:40:33	18:43:01	0:02:50
4/18/2019	200 BLK N Tradewinds Ave	07:24:05	07:24:49	07:26:58	0:02:53
4/14/2019	100 BLK Commercial Blvd	20:34:06	20:35:38	20:37:01	0:02:55
4/22/2019	1800 BLK S Ocean Blvd	15:13:11	15:13:25	15:16:06	0:02:55
4/18/2019	4400 BLK N Ocean Dr	03:07:24	03:10:04	03:10:26	0:03:02
4/15/2019	100 BLK Commercial Blvd	21:59:21	22:00:15	22:02:24	0:03:03
4/25/2019	4500 BLK Bougainvilla Dr	23:00:45	23:03:03	23:03:51	0:03:06
4/8/2019	100 BLK Commercial Blvd	22:17:40	22:19:12	22:20:46	0:03:06
4/3/2019	4900 BLK N Ocean Blvd	23:44:29	23:44:39	23:47:37	0:03:08
4/11/2019	1500 BLK S Ocean Blvd	15:48:20	15:48:31	15:51:29	0:03:09
4/25/2019	1800 BLK S Ocean Blvd	17:48:21	17:49:40	17:51:30	0:03:09
4/27/2019	200 BLK N Tradewinds Ave	11:20:45	11:20:53	11:23:55	0:03:10
4/19/2019	4600 BLK Poinciana St	01:04:48	01:05:10	01:08:00	0:03:12
4/30/2019	5400 BLK N Ocean Blvd	19:05:20	19:06:15	19:08:37	0:03:17
4/16/2019	1700 BLK S Ocean Blvd	15:17:00	15:17:20	15:20:27	0:03:27
4/27/2019	5400 BLK N Ocean Blvd	16:16:11	16:16:16	16:19:38	0:03:27
4/20/2019	1400 BLK S Ocean Blvd	18:43:04	18:43:21	18:46:37	0:03:33
4/8/2019	2000 BLK S Ocean Blvd	01:59:03	02:00:05	02:02:40	0:03:37

4/30/2019	1500 BLK S Ocean Blvd	15:17:30	15:17:35	15:21:10	0:03:40
4/28/2019	200 BLK Capri Ave	06:32:00	06:32:14	06:35:45	0:03:45
4/25/2019	3200 BLK Seaward Dr	20:26:18	20:27:29	20:30:04	0:03:46
4/13/2019	4500 BLK Bougainvillea Dr	02:53:29	02:53:40	02:57:16	0:03:47
4/6/2019	1800 BLK S Ocean Blvd	05:05:24	05:05:29	05:09:25	0:04:01
4/10/2019	El Mar Dr/Palm Ave	05:20:34	05:20:48	05:24:47	0:04:13
4/23/2019	1800 BLK S Ocean Blvd	22:17:56	22:19:56	22:22:17	0:04:21
4/28/2019	4200 BLK El Mar Dr	11:36:55	11:38:24	11:41:19	0:04:24
4/16/2019	4400 BLK Bougainville Dr	21:32:00	21:33:10	21:36:28	0:04:28
4/29/2019	1900 BLK S Ocean Blvd	03:41:27	03:44:12	03:45:55	0:04:28
4/24/2019	3900 BLK N Ocean Dr	03:36:49	03:39:32	03:41:18	0:04:29
4/19/2019	1400 BLK S Ocean Blvd	20:28:56	20:30:23	20:33:27	0:04:31
4/24/2019	1900 BLK S Ocean Blvd	01:15:55	01:18:03	01:20:28	0:04:33
4/18/2019	1400 BLK S Ocean Blvd	22:31:34	22:32:02	22:36:30	0:04:56
4/8/2019	1400 BLK S Ocean Blvd	22:54:40	22:54:48	22:59:37	0:04:57
4/6/2019	4200 BLK N Ocean Dr	01:01:29	01:03:49	01:06:51	0:05:22
4/12/2019	1400 BLK S Ocean Blvd	05:09:49	05:13:15	05:15:12	0:05:23
4/12/2019	1600 BLK S Ocean Blvd	20:45:42	20:45:53	20:51:24	0:05:42
4/1/2019	440 BLK El Mar Dr	16:19:55	16:21:45	16:22:01	0:02:06
4/4/2019	3900 BLK S Ocean Dr	15:12:17	15:15:27	15:15:38	0:03:21
4/10/2019	4600 BLK N Ocean Dr	10:27:52	10:29:40	10:29:50	0:01:58
4/10/2019	100 BLK Commercial Blvd	17:38:08	17:40:50	17:40:52	0:02:44
4/10/2019	4600 BLK W Tradewinds Ave	07:36:51	07:40:06	07:40:09	0:03:18
4/10/2019	1800 BLK S Ocean Blvd	13:56:19	14:01:35	14:01:38	0:05:19
4/13/2019	4500 BLK Bougainvillea Dr	10:31:53	10:33:36	10:33:38	0:01:45
4/15/2019	1800 BLK S Ocean Blvd	15:07:35	15:10:19	15:11:27	0:03:52
4/20/2019	4300 BLK N Ocean Dr	13:15:42	13:17:51	13:17:59	0:02:17
4/24/2019	200 BLK Commercial Blvd	09:51:29	09:53:36	09:53:40	0:02:11
4/26/2019	4100 BLK N Ocean Dr	14:59:47	15:01:31	15:01:54	0:02:07
6 Min or less = 100%		Average =			0:02:57



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Judson Hopping

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title:

VFD April 2019 Report

Explanation:

Monthly Activity Report - April 2019

Recommendation:

Accept/Approve

Attachments:

[CoverPage.pdf](#)

[april report.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Judson Hopping

Submitting Department: Public Safety

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Monthly Activity Report - April 2019

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Accept/Approve

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Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of April 2019, the Volunteer Fire Department attended the Broward County Fire Chief's association monthly meeting. The fire department also continued its focus on fire prevention for high-rise buildings and commercial properties. There were fifty-five fire inspections, four re-inspections, and one complaint that were corrected.

Responses:

The Volunteer Fire Department responded to 23 fire rescue calls within the limits of our contract.

- Of the 23 fire rescue calls received, there were 11 fire alarms, 2 accident w/Injuries, 1 open water drowning, 2 elevator rescues, a strange odor, an outside fire, and 5 classified as "other" fire.
- There were 88 emergency medical 911 calls for April 2019. The department was dispatched to 7 of those calls, of which 3 were cancelled by the Chief on Duty or Med12. The department assisted Med12/212 on 4 of the medical calls.

Training:

The Volunteer Fire Department had 15 regular in-town members, and 36 associate out of town members for a total of 51 active members.

The fire department held 6 fire drills, 6 specialty training sessions, and 3 car seat instructional installations consisting of the following:

- 170 Hrs - Fire Fighter & Ocean rescue skills
- 72 Hrs - Live Fire burn at Coral Springs Fire Academy
- 16 Hrs - Hurricane Prep training @ EOC Training Center
- 3 Hrs - Kid Safe "Child Passenger Safety" for the public

A total of 261+ hours were spent in the month of April on training.

In closing, the Volunteer Fire Department will continue to improve and increase its members training, as required by ISO and newly established state training curriculums.

Respectfully,


Judson Hopping,
Fire Chief



Town of Lauderdale-By-The-Sea Fire Department Monthly Report April 2019

	Regular In-town	Associate Out of Town
Active Member	15	36
Fire 1 non-certified	1	0
Fire 1 Certified	2	0
Fire II Certified	13	36
CPR/1 st Responder	8	3
EMT-B (FL)	2	17
Paramedic (FL)	5	16

Emergency Calls

Fire/Rescue	23
Total Medical 911 calls	88
Medical calls V.F.D. Not Dispatched	81
Medical calls V.F.D. Dispatched	7
Medical calls Canceled by COD/M12	3
Medical calls V.F.D. Assisted	4

Training

261+ Total Hrs.

Firefighter skills & beach drills	170 Hrs
Live Fire burn	72 Hrs
Hurricane Prep; EOC training	16 Hrs
Public Service: Car Seats	3 Hrs

Station Watch/Community Service

3,146.75+ Total Hrs.

Firefighter logged Station Watch hours	2,384.25+ Hrs
Ocean Rescue patrol	44.5 Hrs
Chief on Duty/Command	720 Hrs

LBTS Volunteer Fire Department - April 2019, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Alarcon	Stacey	6043	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	26
Alvarez-Orozco	Elizabeth	6026	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	17
Aubrey	Keith	163	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	5	72
Baker	Rebecca	7017	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	10
Benrubi	Aaron	7007	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	8	39
Bosanac	Derek	7019	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	6	8
Chase	Gordon	110	Regular Member		Lieutenant	Firefighter I	CPR for healthcare provider	2	36
Chenique	Jordan	7008	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	29
Cheshire	Amelia	7023	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	23
Colbert	Darren	6058	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	1	24
DiBucci	Thomas	6010	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	28
Eaton	Nicholas	6032	Regular Member		Captain	Firefighter II - D/E	Paramedic (FL)	11	65
Edouard	Myriam	708	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	22
Fajkis	Ireneusz	7022	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	4
Fann	Kevin	174	Regular Member	*	Firefighter	Firefighter II	EMT-B (FL)	2	8
Freybe	Hileia	7016	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	17
Garcia	Raymond	7010	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	33
Gonzalez	Rosemary	7005	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	26
Hernandez	Sasha	6013	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	21
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	6	66
Johnson	Kenneth	123	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	26	203
Justice	Jennifer	171	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	16
Kane	Mark	155	Associate Member		Firefighter	Firefighter II-D/E - Officer I	EMT-B (FL)	7	71
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II - D/E	CPR for healthcare provider	16	170
Leiva	Gabriel	6046	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	17
Levine	Eric	7012	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	8
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer I	CPR for healthcare provider	25	175
Luscar	Marc-Dudley	6051	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	14
Mangin	Andrew	735	Associate Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	1	21
Marshall	Ryan	7020	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	5
Martindale	Daniel	7009	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	6	19
McCormick	William	7006	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	19
McKenzie	Jacquvias	7015	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	9
Miklos	Joseph	7013	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	6	9
Moraga	Marcos	6059	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	28

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Murray	Ryan	7021	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	12
Paine	Kyle	173	Regular Member		Trainee	Trainee	CPR for healthcare provider	6	19
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer I	Paramedic (FL)	15	84
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	14	118
Ritchey	Dylan	6000	Regular Member		Firefighter	Firefighter II	CPR for healthcare provider	1	19
Rozalez	Dezi	7004	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	24
Ryckewaert	Robert	757	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	14
Scott, III	Kenneth	7011	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	9
Shaw	Kyle	7014	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	7
Silverstone	James	25	Regular Member	*	Firefighter	Firefighter II	CPR for healthcare provider	11	98
St.Thomas	Jeffrey	176	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	6
Valentine	Alfredo	150	Regular Member		Lieutenant	Firefighter II	Paramedic (FL)	3	58
Vogel	Richard	130	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	0	28
Weisberg	Lee	6034	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	27
Woods	Devon	7018	Associate Member		Firefighger	Firefighter II	EMT-B (FL)	1	8
Young	Alexa	6031	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	1	17

Monthly Activity Report - April 2019

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
02-Apr-19	218 Commercial Blvd.	Fire alarm	4:50:00 PM	5:05:00 PM	8
04-Apr-19	1600 South Ocean Blvd.	Fire alarm	4:08:00 PM	4:31:00 PM	15
05-Apr-19	4434 Bougainville Drive	Fire alarm	7:18:00 PM	7:26:00 PM	7
08-Apr-19	Palm Ave/North Ocean	Accident w/Injuries	2:51:00 PM	3:03:00 PM	10
10-Apr-19	253 Allenwood	Fire alarm	5:24:00 PM	5:31:00 PM	10
10-Apr-19	1431 South Ocean Blvd.	Other fire - flushing hydrants	11:18:00 PM	11:30:00 PM	6
11-Apr-19	257 Allenwood Drive	Fire alarm	12:34:00 AM	12:41:00 AM	6
12-Apr-19	1420 South Ocean Blvd.	Outside fire	5:08:00 AM	5:32:00 AM	6
13-Apr-19	1900 South Ocean Blvd.	Elevator rescue	8:13:00 PM	9:06:00 PM	10
14-Apr-19	4641 Bougainville Drive	Fire alarm	10:51:00 AM	10:59:00 AM	11
16-Apr-19	Datrura Portal	Open water drowning	2:32:00 PM	2:38:00 PM	8
19-Apr-19	Comm. & Tradeswind	Other fire - wires down	10:49:00 PM	11:08:00 PM	7
21-Apr-19	4117 Bougainville Drive	Other fire - welfare check	9:04:00 AM	9:23:00 AM	8
21-Apr-19	6000 North Ocean Drive	Fire alarm	4:45:00 PM	5:07:00 PM	8
23-Apr-19	5100 North Ocean Drive	Fire alarm	3:18:00 PM	3:25:00 PM	8
24-Apr-19	6000 North Ocean Drive	Fire alarm	12:53:00 PM	1:06:00 PM	7
24-Apr-19	2000 South Ocean Blvd.	Elevator rescue	3:56:00 PM	4:15:00 PM	8
25-Apr-19	4417 Bougainville Drive	Other fire - wash down	7:47:00 PM	8:06:00 PM	15
26-Apr-19	218 Commercial Blvd.	Strange odor	9:47:00 AM	12:49:00 PM	11
26-Apr-19	6002 North Ocean Drive	Accident w/Injuries	8:01:00 PM	8:40:00 PM	7
27-Apr-19	271 N. Tradeswinds Ave.	Fire alarm	11:19:00 AM	11:24:00 AM	10
27-Apr-19	4400 North Ocean Drive	Other fire - dog locked in vehicle	10:45:00 PM	10:52:00 PM	9
29-Apr-19	4225 El Mar Drive	Fire alarm	1:55:00 PM	2:17:00 PM	9

Total Calls 23

Date	1st Responder Calls	Event Description	Start Time	End Time	No. of FF
08-Apr-19	South Ocean Blvd.	medical, E12 assisted M12	10:54:00 PM	11:07:00 PM	6
10-Apr-19	El Mar & Palm	medical, E12 canceled by M12	3:13:00 PM	3:20:00 PM	9
11-Apr-19	NE. 1st	medical, canceled by B12 - Pompano zone	10:30:00 AM		5
11-Apr-19	South Ocean Blvd.	medical, E12 cleared	5:57:00 PM	6:16:00 PM	4
27-Apr-19	North Ocean Drive	medical, DLE requested assistance	11:08:00 PM	11:13:00 PM	9
29-Apr-19	Neptune Avenue	medical, E12 assisted M12	11:43:00 AM	12:43:00 PM	9
22-Apr-19	Bougainville Drive	medical, E12 walk-up	11:06:00 AM	11:11:00 AM	4

Total Calls 7

Date	Public Service	Event Description	Start Time	End Time	No. of FF
13-Apr-19	Station 12	Installed a rearfacing car seat	2:00:00 PM	3:00:00 PM	1
20-Apr-19	Friedt Park	Easter Egg Hunt	8:00:00 AM	11:00:00 AM	16
21-Apr-19	Beach Pavillon	Easter Sunrise Service	4:30:00 AM	8:00:00 AM	16
28-Apr-19	Community Church	Funeral detail - former member Pollock	11:30:00 AM	1:30:00 PM	8
30-Apr-19	Station 12	Installed a rearfacing car seat	2:00:00 PM	3:00:00 PM	1
30-Apr-19	Station 12	Installed a forward facing car seat	3:00:00 PM	4:00:00 PM	1

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
15-Apr-19	CSFA	Live Fire Training @Coral Springs Fire Academy	5:00:00 PM	11:00:00 PM	12
01-Apr-19	Station 12	Search n rescue & rope ops	6:00:00 PM	10:00:00 PM	5
03-Apr-19	201 NW 84 Avenue	Attended VPR class 9-11:30a & RIA class 1:30-3:30p for Hurricane trng @ EOC	9:00:00 AM	11:30:00 AM	2
04-Apr-19	201 NW 84th Avenue	Attended WebEOC Basic class Hurricane trng @EOC	1:30:00 PM	4:30:00 PM	1
06-Apr-19	Station 12	Foam	9:00:00 AM	12:00:00 PM	4
18-Apr-19	Station 12	Foam pack/E12 foam	6:00:00 PM	10:00:00 PM	6
23-Apr-19	201 NW 84th Avenue	Attended RIA class 10a-12n Hurricane trng @EOC	10:00:00 AM	12:00:00 PM	1
23-Apr-19	201 NW 84th Avenue	Attended MSB class Hurricane trng @EOC	1:30:00 PM	4:30:00 PM	2
24-Apr-19	201 NW 84th Avenue	Attended VPR class Hurricane trng @EOC	1:30:00 PM	4:00:00 PM	1
25-Apr-19	4116 North Ocean Drive	NFPA 1041 layouts	6:00:00 PM	10:00:00 PM	15
27-Apr-19	Station 12	Ground ladders	9:00:00 AM	11:00:00 AM	8
29-Apr-19	Station 12	High rise ops; connect to a portable standpipe	6:00:00 PM	10:00:00 PM	7

Date	Ocean Rescue Patrol	Event Description	Start Time	End Time	No. of FF
06-Apr-19	Beach	Ocean rescue patrol & trng.	1:30:00 PM	3:30:00 PM	2
06-Apr-19	Beach	Ocean rescue patrol	1:30:00 PM	4:00:00 PM	2
08-Apr-19	Beach	Ocean rescue patrol	10:00:00 AM	1:30:00 PM	2
10-Apr-19	Beach	Ocean rescue patrol	11:00:00 AM	1:30:00 PM	2
11-Apr-19	Beach	ocean rescue patrol	10:30:00 AM	1:30:00 PM	2
13-Apr-19	Beach	Ocean rescue patrol	2:00:00 PM	6:00:00 PM	2
13-Apr-19	Beach	Ocean rescue patrol	2:00:00 PM	4:30:00 PM	2
17-Apr-19	Beach	Ocean rescue patrol	12:00:00 PM	2:00:00 PM	2
27-Apr-19	Beach	Ocean rescue patrol	2:45:00 PM	4:45:00 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

Apr-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	26	27	3	3
Response Time	0:05:29	0:06:57	0:00:00	0:00:00

Total Average Response Time : 4:33

Mar-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	34	42	1	2
Response Time	0:04:52	0:05:51	0:00:00	0:00:00

Total Average Response Time : 4:18

Feb-19

Apparatus	Batt. Chief 12	Engine 12	Engine 212	Squirt 12
Call Count	33	39	3	6
Response Time	0:05:16	0:05:34	0:00:00	0:00:00

Total Average Response Time : 4:24



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tony Bryan

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

March 2019 Finance Report

Explanation:

Recommendation:

Approve/Accept

Attachments:

[CoverPage.pdf](#)

[ex1 revenue expenditure report.pdf](#)

[Ex2 BUDGET TO ACTUAL REPORT.pdf](#)

[Ex3 March 2019 CASH-INVESTMENT REPORT.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tony Bryan

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

March 2019 Finance Report

Explanation:

Presented is the March 2019 financial report, which consists of the attached Revenue Expenditure Report (Exhibit 1), the Budget to Actual Report (Exhibit 2), and the Cash & Investment Report (Exhibit 3).

The following is a summary of the operating results through March.

Fund	Annual Budget	Budgeted Appropriations	Budgeted Rev Excl Appr	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 12,930,259	\$ 350,925	\$ 12,579,334	\$ 10,129,952	80.53%	\$ 5,715,787	44.20%	\$ 4,414,165
Sewer Fund	1,123,896	-	\$ 1,123,896	505,180	44.95%	444,087	39.51%	61,092
Fire Fund	1,212,560	130,101	\$ 1,082,459	975,086	90.08%	458,488	37.81%	516,598
Capital Fund	1,751,980	950,980	\$ 801,000	207,418	25.89%	113,040	6.45%	94,379
Parking Fund	2,426,324	755,924	\$ 1,670,400	1,340,830	80.27%	911,221	37.56%	429,609
Grand Total	\$ 19,445,019	\$ 2,187,930	\$ 17,257,089	\$ 13,158,465	76.25%	\$ 7,642,622	39.30%	\$ 5,515,843

Notable items this month are as follows:

General Fund Revenues

- During March the Town collected ad valorem revenues totaling \$156,488. As of March 31, we collected 92.8% of the budgeted ad valorem revenues which is in line with expectations.
- March Building Permit Revenues were strong. During the month we collected approximately \$63,000 versus an expectation of approximately \$56,000 (assuming uniform monthly collections). On a year-to-date basis, building permit revenues are approximately 16% (or \$53,000) ahead of expectations.

General Fund Expenditures

- We have received the Town Attorney's bills for February and March but as of the date of this report they have not been reviewed and processed so the totals on the associated Revenue / Expenditure Report and

Budget-to-Actual Report reflect the Town Attorney's billings through February. The February and March billings will be included on the April Finance Report.

- During March we processed CAP Government's November 2018 bill for building permit services. As of the date of this report we have received CAP's invoices for December, January, and February and are in the process of reconciling them to the Town's general ledger.
- The budgeted quarterly transfer of \$200,000 from the General Fund to the Capital Fund was made on April 1 so it will be reflected on the April Finance Report.

Sewer Fund – 103

- The February payment from Fort Lauderdale for sewer revenues was 7% (or approximately \$6,000) more than anticipated (assuming uniform monthly billings). On a year-to-date basis sewer revenue from Fort Lauderdale are approximately 7% (or \$35,000) more than anticipated.
- On a year-to-date basis, payments to Pompano for wastewater treatment are in line with expectations. However, as discussed in the December Finance Report, as a result of the 2019 rate adjustment we are projecting the wastewater treatment costs for the 2019 fiscal year to exceed the budget by approximately \$27,000. We will continue to monitor the billings and report to the Commission as appropriate.

Fire Fund – 115

- During March the Town received Fire Assessment Fee revenues totaling approximately \$26,000. As of March 31, we collected 92.7% of the full-year budgeted fire assessment revenues. This is in line with expectations.

Capital Fund – 300

- There were no significant expenditures from the Capital Fund during March.

Parking Fund – 310

- March's parking meter revenues were very strong. During March we collected \$245,432 of parking meter revenue vs a budget of \$120,833, so we collected 203% of the monthly budget. On a year-to-date basis, parking revenues are 56% (or approximately \$483,000) ahead of our expectations.

Recommendation:

Approve/Accept

Attachments: 1. March Revenue Expenditure Report
2. March Budget to Actual Report
3. March Cash & Investment Report

REVENUE/EXPENDITURE REPORT

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5/9/2019
1:25 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2018 to 3/31/2019	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	350,925.00	350,925.00	0.00	0.00	0.00	350,925.00	0.0
Appropriated Fund Balance	350,925.00	350,925.00	0.00	0.00	0.00	350,925.00	0.0
Dept: 301.000 Ad Valorem Property Taxes							
311.100 Ad Valorem Property Taxes	8,577,575.00	8,577,575.00	7,955,890.26	156,487.69	0.00	621,684.74	92.8
Ad Valorem Property Taxes	8,577,575.00	8,577,575.00	7,955,890.26	156,487.69	0.00	621,684.74	92.8
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	816,000.00	816,000.00	356,885.05	60,885.61	0.00	459,114.95	43.7
311.440 Gas Utility Tax	16,000.00	16,000.00	5,091.44	1,272.33	0.00	10,908.56	31.8
314.300 Water Utility Tax	165,000.00	165,000.00	72,234.71	16,072.16	0.00	92,765.29	43.8
Utility Taxes	997,000.00	997,000.00	434,211.20	78,230.10	0.00	562,788.80	43.6
Dept: 301.600 Franchise Taxes							
313.100 FI Power & Light Franchise	600,000.00	600,000.00	262,591.87	45,436.57	0.00	337,408.13	43.8
313.300 Waste Franchise Collection	92,360.00	92,360.00	45,374.64	7,242.50	0.00	46,985.36	49.1
313.301 Waste Franchise Adm-Fee	8,800.00	8,800.00	12,059.64	0.00	0.00	-3,259.64	137.0
313.400 Gas Franchise	19,000.00	19,000.00	5,095.06	1,441.02	0.00	13,904.94	26.8
313.600 Towing Franchise Fees	500.00	500.00	380.00	0.00	0.00	120.00	76.0
Franchise Taxes	720,660.00	720,660.00	325,501.21	54,120.09	0.00	395,158.79	45.2
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	79,434.00	79,434.00	24,197.27	1,983.03	0.00	55,236.73	30.5
321.110 Sidewalk Cafe ROW	53,500.00	53,500.00	48,730.98	0.00	0.00	4,769.02	91.1
322.100 Building Permits	675,000.00	675,000.00	390,845.65	63,196.93	0.00	284,154.35	57.9
322.105 Fire Plan Review Fees	20,000.00	20,000.00	7,450.72	1,925.00	0.00	12,549.28	37.3
322.150 Miscellaneous Permits	2,430.00	2,430.00	1,670.00	90.00	0.00	760.00	68.7
322.400 Sign Permits	4,000.00	4,000.00	1,480.00	30.00	0.00	2,520.00	37.0
Licenses & Permits	834,364.00	834,364.00	474,374.62	67,224.96	0.00	359,989.38	56.9
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	152,000.00	152,000.00	79,775.40	13,295.90	0.00	72,224.60	52.5
311.150 Alcoholic Beverage License	15,399.00	15,399.00	4,869.20	0.00	0.00	10,529.80	31.6
311.180 Sales Tax	425,054.00	425,054.00	178,671.10	34,398.29	0.00	246,382.90	42.0
312.405 Local Op Gas Tax 1 - 6 cent	67,499.00	67,499.00	27,392.11	5,195.72	0.00	40,106.89	40.6
312.410 Local Op Gas Tax 1 - 5 cent	47,857.00	47,857.00	19,569.84	3,924.12	0.00	28,287.16	40.9
315.100 Communication Service Tax	321,000.00	321,000.00	129,538.75	25,186.52	0.00	191,461.25	40.4
334.910 BCC-Senior Center Grant	16,146.00	16,146.00	0.00	0.00	0.00	16,146.00	0.0
334.914 BCC-Transporation Grant	50,000.00	50,000.00	25,427.55	25,427.55	0.00	24,572.45	50.9
334.915 FDOT-Reimbursable Grant	17,538.00	17,538.00	0.00	0.00	0.00	17,538.00	0.0
334.927 BC Safe Parks Grant	0.00	0.00	10,000.00	0.00	0.00	-10,000.00	0.0
Intergovernmental Revenues	1,112,493.00	1,112,493.00	475,243.95	107,428.10	0.00	637,249.05	42.7
Dept: 304.000 Charges for Services							
343.902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
347.500 Tennis - Shuffle Key	10,000.00	10,000.00	8,266.21	664.93	0.00	1,733.79	82.7
Charges for Services	12,000.00	12,000.00	8,266.21	664.93	0.00	3,733.79	68.9
Dept: 305.000 Fines & Forfeitures							
354.150 Fines,TrafficViolation,Citatio	31,452.00	31,452.00	12,097.76	2,187.26	0.00	19,354.24	38.5
354.160 Code Enforcement Fines	50,000.00	50,000.00	294,069.00	3,300.00	0.00	-244,069.00	588.1
359.100 Other Fines & Alarms	1,075.00	1,075.00	945.00	0.00	0.00	130.00	87.9
Fines & Forfeitures	82,527.00	82,527.00	307,111.76	5,487.26	0.00	-224,584.76	372.1
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	23,000.00	23,000.00	21,530.81	4,325.78	0.00	1,469.19	93.6
362.000 Rent/Lease Royalties	67,620.00	67,620.00	35,931.86	6,137.56	0.00	31,688.14	53.1
365.400 Recycling Revenue	3,041.00	3,041.00	0.00	0.00	0.00	3,041.00	0.0
366.100 Donations	10,000.00	10,000.00	1,125.00	0.00	0.00	8,875.00	11.3
369.100 Miscellaneous Revenues	40,000.00	40,000.00	68,645.83	7,335.00	0.00	-28,645.83	171.6

REVENUE/EXPENDITURE REPORT

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1:25 pm

Town of Lauderdale by the Sea

For the Period: 10/1/2018 to 3/31/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.200 Miscellaneous Applications	10,000.00	10,000.00	14,275.00	2,700.00	0.00	-4,275.00	142.8
369.201 Miscellaneous Merchandise Sales	579.00	579.00	389.00	6.00	0.00	190.00	67.2
369.202 Solid-Waste-Additional Service	63,015.00	63,015.00	0.00	0.00	0.00	63,015.00	0.0
369.250 Recreational Activities Fee	910.00	910.00	1,105.00	260.00	0.00	-195.00	121.4
369.500 Miscellaneous Lobbyist	550.00	550.00	850.00	0.00	0.00	-300.00	154.5
369.901 Insurance Reimbursement	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
Miscellaneous Revenues	220,715.00	220,715.00	143,852.50	20,764.34	0.00	76,862.50	65.2
Dept: 581.100 Interfund Transfers							
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	5,500.00	0.00	0.00	16,500.00	25.0
Interfund Transfers	22,000.00	22,000.00	5,500.00	0.00	0.00	16,500.00	25.0
Revenues	12,930,259.00	12,930,259.00	10,129,951.71	490,407.47	0.00	2,800,307.29	78.3
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	71,826.00	71,826.00	31,325.37	5,012.06	0.00	40,500.63	43.6
500.210 Employer FICA Taxes	5,233.04	5,233.04	2,249.20	359.84	0.00	2,983.84	43.0
500.220 Retirement	33,313.57	33,313.57	13,424.81	2,440.88	0.00	19,888.76	40.3
500.230 Group Insurance	49,112.00	49,112.00	27,973.36	3,634.19	0.00	21,138.64	57.0
500.345 Contractual Services	3,500.00	3,500.00	1,960.00	70.00	0.00	1,540.00	56.0
500.510 Office Supplies	650.00	650.00	0.00	0.00	0.00	650.00	0.0
500.540 Dues & Subscriptions	1,912.00	1,912.00	1,722.60	605.60	0.00	189.40	90.1
500.545 Training	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
500.550 Operating Expenses	7,500.00	7,500.00	7,083.16	5,000.00	0.00	416.84	94.4
Commission	177,546.61	177,546.61	85,738.50	17,122.57	0.00	91,808.11	48.3
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	37,889.00	37,889.00	30,389.00	7,000.00	0.00	7,500.00	80.2
Donation-Non Profits	37,889.00	37,889.00	30,389.00	7,000.00	0.00	7,500.00	80.2
Dept: 511.200 Visitor Center							
500.120 Regular Salaries	12,152.79	12,152.79	7,183.85	949.13	0.00	4,968.94	59.1
500.140 Overtime Salaries	1,500.00	1,500.00	510.50	12.73	0.00	989.50	34.0
500.210 Employer FICA Taxes	1,044.44	1,044.44	549.57	72.61	0.00	494.87	52.6
500.220 Retirement	1,127.72	1,127.72	784.47	103.64	0.00	343.25	69.6
500.230 Group Insurance	2,768.00	2,768.00	1,563.59	208.37	0.00	1,204.41	56.5
500.340 Sewer/Wastewater	2,700.00	2,700.00	1,087.56	172.60	0.00	1,612.44	40.3
500.345 Contractual Services	26,900.00	26,900.00	13,450.00	0.00	0.00	13,450.00	50.0
500.430 Electric Service	1,600.00	1,600.00	471.81	102.79	0.00	1,128.19	29.5
500.431 Water Service	2,800.00	2,800.00	1,163.18	184.38	0.00	1,636.82	41.5
500.520 Bldg. Maintenance	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.640 Capital Outlay - Equip & Mach	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
Visitor Center	59,592.95	59,592.95	26,764.53	1,806.25	0.00	32,828.42	44.9
Dept: 513.000 Administration							
500.120 Regular Salaries	582,547.86	582,547.86	280,759.00	46,197.93	0.00	301,788.86	48.2
500.140 Overtime Salaries	2,200.00	2,200.00	1,416.97	79.42	0.00	783.03	64.4
500.210 Employer FICA Taxes	39,168.00	39,168.00	17,506.14	3,523.13	0.00	21,661.86	44.7
500.220 Retirement	96,370.00	96,370.00	61,265.85	7,299.37	0.00	35,104.15	63.6
500.230 Group Insurance	93,405.00	93,405.00	51,170.34	7,170.46	0.00	42,234.66	54.8
500.315 Professional Services	5,000.00	5,000.00	3,500.00	3,500.00	0.00	1,500.00	70.0
500.320 Audit Expense	31,500.00	31,500.00	18,500.00	0.00	0.00	13,000.00	58.7
500.344 HR Expenses	1,000.00	1,000.00	1,964.59	147.18	0.00	-964.59	196.5
500.345 Contractual Services	12,420.00	12,420.00	8,800.71	2,662.13	0.00	3,619.29	70.9
500.463 Service Maintenance Contracts	31,080.00	31,080.00	22,352.48	2,653.61	0.00	8,727.52	71.9
500.506 Printing & Binding	2,000.00	2,000.00	5,693.76	0.00	0.00	-3,693.76	284.7
500.508 Postage	4,500.00	4,500.00	1,575.70	215.57	0.00	2,924.30	35.0
500.510 Office Supplies	5,000.00	5,000.00	3,282.93	1,360.62	0.00	1,717.07	65.7
500.540 Dues & Subscriptions	5,670.00	5,670.00	3,542.73	412.73	0.00	2,127.27	62.5

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Town of Lauderdale by the Sea

For the Period: 10/1/2018 to 3/31/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 513.000 Administration							
500.545 Training	6,000.00	6,000.00	1,161.91	0.00	0.00	4,838.09	19.4
500.550 Operating Expenses	7,000.00	7,000.00	18,993.77	7,786.10	0.00	-11,993.77	271.3
Administration	924,860.86	924,860.86	501,486.88	83,008.25	0.00	423,373.98	54.2
Dept: 514.000 Town Attorney							
500.310 Legal Expense	255,000.00	255,000.00	92,815.92	0.00	0.00	162,184.08	36.4
500.314 Litigation	100,000.00	100,000.00	11,766.41	0.00	0.00	88,233.59	11.8
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	1,333.40	0.00	0.00	6,666.60	16.7
Town Attorney	363,000.00	363,000.00	105,915.73	0.00	0.00	257,084.27	29.2
Dept: 519.000 General							
500.120 Regular Salaries	123,675.19	123,675.19	63,232.52	9,004.86	0.00	60,442.67	51.1
500.210 Employer FICA Taxes	9,461.15	9,461.15	4,103.32	691.19	0.00	5,357.83	43.4
500.220 Retirement	17,833.66	17,833.66	6,362.54	808.72	0.00	11,471.12	35.7
500.230 Group Insurance	17,556.00	17,556.00	8,845.83	457.82	0.00	8,710.17	50.4
500.311 Advertisements	8,000.00	8,000.00	3,303.95	286.00	0.00	4,696.05	41.3
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	17,450.00	0.00	0.00	-12,450.00	349.0
500.315 Professional Services	110,000.00	110,000.00	27,921.47	2,500.00	0.00	82,078.53	25.4
500.349 Community Bus	172,676.00	172,676.00	75,580.50	13,740.21	0.00	97,095.50	43.8
500.451 Auto, Property & Liability Ins	108,000.00	108,000.00	99,374.00	24,433.50	0.00	8,626.00	92.0
500.452 Workers Compensation Insur	45,020.00	45,020.00	36,570.00	0.00	0.00	8,450.00	81.2
500.497 Contingency	177,137.00	165,037.00	0.00	0.00	0.00	165,037.00	0.0
500.506 Printing & Binding	11,000.00	11,000.00	2,802.50	1,736.00	0.00	8,197.50	25.5
500.508 Postage	3,000.00	3,000.00	87.58	0.00	0.00	2,912.42	2.9
500.511 Computer Expense	55,912.00	55,912.00	19,583.54	2,911.28	0.00	36,328.46	35.0
500.540 Dues & Subscriptions	500.00	500.00	435.00	0.00	0.00	65.00	87.0
500.545 Training	0.00	0.00	75.00	0.00	0.00	-75.00	0.0
500.550 Operating Expenses	24,570.00	24,570.00	24,575.58	0.00	0.00	-5.58	100.0
500.552 Recycling and Solid Waste Exp	44,089.00	44,089.00	10,415.34	2,159.38	0.00	33,673.66	23.6
500.640 Capital Outlay - Equip & Mach	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00	0.0
General	944,430.00	932,330.00	400,718.67	58,728.96	0.00	531,611.33	43.0
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	76,035.00	76,035.00	6,584.35	535.00	0.00	69,450.65	8.7
500.315 Professional Services	57,550.00	57,550.00	12,794.72	7,051.00	0.00	44,755.28	22.2
500.345 Contractual Services	25,100.00	25,100.00	8,548.75	184.17	0.00	16,551.25	34.1
500.495 Special Events	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
500.506 Printing & Binding	10,600.00	10,600.00	1,836.00	1,836.00	0.00	8,764.00	17.3
500.540 Dues & Subscriptions	2,125.00	2,125.00	2,471.04	1,365.21	0.00	-346.04	116.3
500.550 Operating Expenses	12,660.00	12,660.00	2,938.50	0.00	0.00	9,721.50	23.2
500.630 Cap Outlay Imp other than bldg	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
Business Dev & Marketing	194,070.00	194,070.00	35,173.36	10,971.38	0.00	158,896.64	18.1
Dept: 521.000 Police Department							
500.345 Contractual Services	4,569,325.00	4,569,325.00	2,188,890.19	331,230.52	0.00	2,380,434.81	47.9
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	0.00	0.00	588.66	0.00	0.00	-588.66	0.0
500.550 Operating Expenses	5,808.00	5,808.00	1,214.75	250.00	0.00	4,593.25	20.9
500.640 Capital Outlay - Equip & Mach	132,000.00	132,000.00	0.00	0.00	0.00	132,000.00	0.0
Police Department	4,712,133.00	4,712,133.00	2,195,689.79	331,480.52	0.00	2,516,443.21	46.6
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	823,545.00	823,545.00	411,772.50	68,628.75	0.00	411,772.50	50.0
Emergency Medical Services	823,545.00	823,545.00	411,772.50	68,628.75	0.00	411,772.50	50.0
Dept: 524.000 Development Services							
500.120 Regular Salaries	318,961.06	318,961.06	148,589.19	24,110.67	0.00	170,371.87	46.6
500.140 Overtime Salaries	3,000.00	3,000.00	2,782.97	552.02	0.00	217.03	92.8
500.210 Employer FICA Taxes	24,630.02	24,630.02	11,721.22	1,867.18	0.00	12,908.80	47.6
500.220 Retirement	60,713.99	60,713.99	24,904.59	4,118.05	0.00	35,809.40	41.0

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Town of Lauderdale by the Sea

For the Period: 10/1/2018 to 3/31/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 524.000 Development Services							
500.230 Group Insurance	64,241.00	64,241.00	34,117.23	4,026.10	0.00	30,123.77	53.1
500.315 Professional Services	102,000.00	102,000.00	8,870.63	600.00	0.00	93,129.37	8.7
500.345 Contractual Services	280,440.00	280,440.00	126,993.69	17,293.15	0.00	153,446.31	45.3
500.402 Building Permit Services	520,000.00	520,000.00	92,563.85	55,645.36	0.00	427,436.15	17.8
500.461 Vehicle Maintenance	250.00	250.00	0.00	0.00	0.00	250.00	0.0
500.462 Fuel	800.00	800.00	297.33	96.56	0.00	502.67	37.2
500.463 Service Maintenance Contracts	2,220.00	2,220.00	1,097.87	0.00	0.00	1,122.13	49.5
500.506 Printing & Binding	800.00	800.00	330.00	0.00	0.00	470.00	41.3
500.508 Postage	7,500.00	7,500.00	2,964.51	463.85	0.00	4,535.49	39.5
500.510 Office Supplies	3,500.00	3,500.00	719.59	147.85	0.00	2,780.41	20.6
500.525 Uniform Expense	600.00	600.00	260.71	260.71	0.00	339.29	43.5
500.540 Dues & Subscriptions	2,000.00	2,000.00	577.00	0.00	0.00	1,423.00	28.9
500.545 Training	6,000.00	6,000.00	1,798.53	-143.91	0.00	4,201.47	30.0
500.550 Operating Expenses	9,350.00	9,350.00	5,974.08	1,298.50	0.00	3,375.92	63.9
500.630 Cap Outlay Imp other than bldg	0.00	12,100.00	12,061.14	12,061.14	0.00	38.86	99.7
Development Services	1,407,006.07	1,419,106.07	476,624.13	122,397.23	0.00	942,481.94	33.6
Dept: 541.100 Mun Svcs - Public Works Div							
500.120 Regular Salaries	828,932.65	828,932.65	400,393.08	59,377.11	0.00	428,539.57	48.3
500.140 Overtime Salaries	25,000.00	25,000.00	23,158.43	1,020.09	0.00	1,841.57	92.6
500.210 Employer FICA Taxes	65,299.87	65,299.87	29,426.55	4,529.86	0.00	35,873.32	45.1
500.220 Retirement	90,017.59	90,017.59	37,090.60	6,233.74	0.00	52,926.99	41.2
500.230 Group Insurance	192,963.00	192,963.00	107,799.74	17,042.04	0.00	85,163.26	55.9
500.315 Professional Services	8,000.00	8,000.00	4,433.00	1,282.50	0.00	3,567.00	55.4
500.340 Sewer/Wastewater	12,000.00	12,000.00	14,513.38	641.75	0.00	-2,513.38	120.9
500.345 Contractual Services	120,221.00	120,221.00	50,342.30	16,975.70	6,972.00	62,906.70	47.7
500.410 Communications	14,400.00	14,400.00	10,774.27	1,362.12	0.00	3,625.73	74.8
500.430 Electric Service	42,000.00	42,000.00	19,222.82	3,149.66	0.00	22,777.18	45.8
500.431 Water Service	120,000.00	120,000.00	48,796.55	8,923.90	0.00	71,203.45	40.7
500.433 Electric Service-Streets	60,000.00	60,000.00	26,436.93	7,692.95	0.00	33,563.07	44.1
500.445 Equip Rent/Lease	15,000.00	15,000.00	16,671.99	100.00	0.00	-1,671.99	111.1
500.460 Equipment Maintenance	25,000.00	25,000.00	5,237.28	110.40	0.00	19,762.72	20.9
500.461 Vehicle Maintenance	10,000.00	10,000.00	10,955.66	1,711.02	0.00	-955.66	109.6
500.462 Fuel	18,000.00	18,000.00	9,398.45	3,339.36	0.00	8,601.55	52.2
500.463 Service Maintenance Contracts	10,728.00	10,728.00	3,614.72	953.77	0.00	7,113.28	33.7
500.470 Radio Maintenance	1,920.00	1,920.00	0.00	0.00	0.00	1,920.00	0.0
500.498 Storm Drain Rehab/Maint	50,000.00	50,000.00	-6,808.75	0.00	0.00	56,808.75	-13.6
500.508 Postage	300.00	300.00	105.95	5.15	0.00	194.05	35.3
500.510 Office Supplies	2,300.00	2,300.00	1,169.17	358.90	0.00	1,130.83	50.8
500.520 Bldg. Maintenance	60,000.00	60,000.00	33,344.05	9,789.55	0.00	26,655.95	55.6
500.525 Uniform Expense	6,500.00	6,500.00	5,504.71	1,963.30	0.00	995.29	84.7
500.529 Street Light Maintenance	17,538.00	17,538.00	0.00	0.00	0.00	17,538.00	0.0
500.530 Street Maint Repair Supply	20,000.00	20,000.00	18,874.56	8,169.89	0.00	1,125.44	94.4
500.531 Grounds Maint/Landscaping	35,000.00	35,000.00	15,507.30	2,048.66	0.00	19,492.70	44.3
500.532 Signs	10,000.00	10,000.00	6,489.96	582.70	0.00	3,510.04	64.9
500.534 Sidewalk Maint Repair	20,000.00	20,000.00	1,850.00	0.00	0.00	18,150.00	9.3
500.535 Flags	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.0
500.540 Dues & Subscriptions	725.00	725.00	715.00	0.00	0.00	10.00	98.6
500.545 Training	4,800.00	4,800.00	486.63	227.63	0.00	4,313.37	10.1
500.547 Hurricane Expenditure	0.00	0.00	5,486.25	0.00	0.00	-5,486.25	0.0
500.550 Operating Expenses	50,000.00	50,000.00	38,970.92	12,521.96	971.48	10,057.60	79.9
500.624 Capital Outlay-Bldg. Improvemt	60,000.00	60,000.00	52,004.51	1,787.91	0.00	7,995.49	86.7
Mun Svcs - Public Works Div	1,997,845.11	1,997,845.11	991,966.01	171,901.62	7,943.48	997,935.62	50.0
Dept: 572.000 Recreation							
500.311 Advertisements	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
500.342 Senior Rec. Ctr. Contract	79,611.00	79,611.00	37,065.00	6,177.50	0.00	42,546.00	46.6
500.343 Beach Maintenance Contract	177,708.00	177,708.00	83,354.00	13,559.00	0.00	94,354.00	46.9
500.345 Contractual Services	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.347 Programs	15,000.00	15,000.00	11,441.06	2,500.00	0.00	3,558.94	76.3
500.430 Electric Service	1,020.00	1,020.00	224.89	44.77	0.00	795.11	22.0

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For the Period: 10/1/2018 to 3/31/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 572.000 Recreation							
500.460 Equipment Maintenance	10,000.00	10,000.00	5,410.16	2,225.69	0.00	4,589.84	54.1
500.469 Buoy Maintenance	9,000.00	9,000.00	5,227.40	0.00	0.00	3,772.60	58.1
500.495 Special Events	86,400.00	86,400.00	19,640.76	141.67	0.00	66,759.24	22.7
500.510 Office Supplies	600.00	600.00	0.00	0.00	0.00	600.00	0.0
500.520 Bldg. Maintenance	15,000.00	15,000.00	15,922.23	188.89	0.00	-922.23	106.1
500.536 Sea Oats	10,000.00	10,000.00	12,115.83	6,984.60	0.00	-2,115.83	121.2
500.550 Operating Expenses	45,000.00	45,000.00	36,224.02	3,901.97	0.00	8,775.98	80.5
500.640 Capital Outlay - Equipt & Mach	21,500.00	21,500.00	23,672.07	0.00	0.00	-2,172.07	110.1
Recreation	475,339.00	475,339.00	250,297.42	35,724.09	0.00	225,041.58	52.7
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	800,000.00	800,000.00	200,000.00	0.00	0.00	600,000.00	25.0
500.997 To Fire Fund - Ocean Patrol	13,000.00	13,000.00	3,250.00	0.00	0.00	9,750.00	25.0
Interfund Transfers	813,000.00	813,000.00	203,250.00	0.00	0.00	609,750.00	25.0
Expenditures	12,930,257.60	12,930,257.60	5,715,786.52	908,769.62	7,943.48	7,206,527.60	44.3
Net Effect for General Fund	1.40	1.40	4,414,165.19	-418,362.15	7,943.48	-4,406,220.31	130,122.1
Change in Fund Balance:			4,414,165.19				

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Town of Lauderdale by the Sea

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Fund: 101 - Special Revenue-Police Conf							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.100 Miscellaneous Revenues	0.00	0.00	422.78	40.55	0.00	-422.78	0.0
Miscellaneous Revenues	0.00	0.00	422.78	40.55	0.00	-422.78	0.0
Revenues	0.00	0.00	422.78	40.55	0.00	-422.78	0.0
Net Effect for Special Revenue-Police Conf	0.00	0.00	422.78	40.55	0.00	-422.78	0.0
Change in Fund Balance:			422.78				

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Town of Lauderdale by the Sea

For the Period: 10/1/2018 to 3/31/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 103 - Sewer Fund							
Revenues							
Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,123,896.00	1,123,896.00	502,827.95	99,913.82	0.00	621,068.05	44.7
Charges for Services	1,123,896.00	1,123,896.00	502,827.95	99,913.82	0.00	621,068.05	44.7
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	0.00	0.00	2,351.80	367.20	0.00	-2,351.80	0.0
Miscellaneous Revenues	0.00	0.00	2,351.80	367.20	0.00	-2,351.80	0.0
Revenues	1,123,896.00	1,123,896.00	505,179.75	100,281.02	0.00	618,716.25	44.9
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	75,571.04	75,571.04	39,153.65	6,021.57	0.00	36,417.39	51.8
500.140 Overtime Salaries	10,000.00	10,000.00	1,211.08	116.89	0.00	8,788.92	12.1
500.210 Employer FICA Taxes	5,281.00	5,281.00	3,077.16	467.87	0.00	2,203.84	58.3
500.220 Retirement	15,855.00	15,855.00	5,384.82	708.67	0.00	10,470.18	34.0
500.230 Group Insurance	12,052.00	12,052.00	3,076.67	123.62	0.00	8,975.33	25.5
500.315 Professional Services	30,000.00	30,000.00	14,815.00	375.00	0.00	15,185.00	49.4
500.340 Sewer/Wastewater	650,000.00	650,000.00	322,193.13	62,870.98	0.00	327,806.87	49.6
500.345 Contractual Services	16,846.00	16,846.00	7,078.35	1,415.67	0.00	9,767.65	42.0
500.430 Electric Service	15,435.00	15,435.00	6,716.22	1,018.51	0.00	8,718.78	43.5
500.431 Water Service	360.00	360.00	123.97	19.37	0.00	236.03	34.4
500.459 Sewer Line Maintenance	10,000.00	10,000.00	39,558.33	-740.00	0.00	-29,558.33	395.6
500.465 Pump Station Maintenance	5,000.00	5,000.00	1,699.00	0.00	0.00	3,301.00	34.0
500.497 Contingency	100,190.00	100,190.00	0.00	0.00	0.00	100,190.00	0.0
500.550 Operating Expenses	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	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
500.640 Capital Outlay - Equip & Mach	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.999 Contribution to Fund Balance	70,306.00	70,306.00	0.00	0.00	0.00	70,306.00	0.0
Sanitary Sewers	1,123,896.04	1,123,896.04	444,087.38	72,398.15	0.00	679,808.66	39.5
Expenditures	1,123,896.04	1,123,896.04	444,087.38	72,398.15	0.00	679,808.66	39.5
Net Effect for Sewer Fund	-0.04	-0.04	61,092.37	27,882.87	0.00	-61,092.4130,925.0	
Change in Fund Balance:			61,092.37				

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Town of Lauderdale by the Sea

For the Period: 10/1/2018 to 3/31/2019	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 FireFd/Veh R	130,101.00	130,101.00	0.00	0.00	0.00	130,101.00	0.0
Appropriated Fund Balance	130,101.00	130,101.00	0.00	0.00	0.00	130,101.00	0.0
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	1,036,459.00	1,036,459.00	960,893.56	25,774.57	0.00	75,565.44	92.7
Fire Assessment	1,036,459.00	1,036,459.00	960,893.56	25,774.57	0.00	75,565.44	92.7
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	33,000.00	33,000.00	7,862.15	329.00	0.00	25,137.85	23.8
Charges for Services	33,000.00	33,000.00	7,862.15	329.00	0.00	25,137.85	23.8
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	0.00	0.00	3,080.44	549.29	0.00	-3,080.44	0.0
Miscellaneous Revenues	0.00	0.00	3,080.44	549.29	0.00	-3,080.44	0.0
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	13,000.00	13,000.00	3,250.00	0.00	0.00	9,750.00	25.0
Interfund Transfers	13,000.00	13,000.00	3,250.00	0.00	0.00	9,750.00	25.0
Revenues	1,212,560.00	1,212,560.00	975,086.15	26,652.86	0.00	237,473.85	80.4
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	10,000.00	10,000.00	3,077.50	0.00	0.00	6,922.50	30.8
500.320 Audit Expense	7,000.00	7,000.00	4,000.00	3,500.00	0.00	3,000.00	57.1
500.345 Contractual Services	824,437.00	824,437.00	412,218.48	68,703.08	0.00	412,218.52	50.0
500.624 Capital Outlay-Bldg. Improvemnt	327,123.00	327,123.00	33,691.93	33,691.93	0.00	293,431.07	10.3
500.644 Capital Outlay-Vehicles	16,000.00	16,000.00	0.00	0.00	0.00	16,000.00	0.0
500.912 Transfer to General Fund	22,000.00	22,000.00	5,500.00	0.00	0.00	16,500.00	25.0
Fire Department	1,212,560.00	1,212,560.00	458,487.91	105,895.01	0.00	754,072.09	37.8
Expenditures	1,212,560.00	1,212,560.00	458,487.91	105,895.01	0.00	754,072.09	37.8
Net Effect for Fire Fund	0.00	0.00	516,598.24	-79,242.15	0.00	-516,598.24	0.0
Change in Fund Balance:			516,598.24				

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Town of Lauderdale by the Sea

For the Period: 10/1/2018 to 3/31/2019	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	950,980.00	950,980.00	0.00	0.00	0.00	950,980.00	0.0
Appropriated Fund Balance	950,980.00	950,980.00	0.00	0.00	0.00	950,980.00	0.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,000.00	1,000.00	7,418.21	1,187.75	0.00	-6,418.21	741.8
Miscellaneous Revenues	1,000.00	1,000.00	7,418.21	1,187.75	0.00	-6,418.21	741.8
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	800,000.00	800,000.00	200,000.00	0.00	0.00	600,000.00	25.0
Interfund Transfers	800,000.00	800,000.00	200,000.00	0.00	0.00	600,000.00	25.0
Revenues	1,751,980.00	1,751,980.00	207,418.21	1,187.75	0.00	1,544,561.79	11.8
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	50,134.00	50,134.00	17,292.16	2,364.31	0.00	32,841.84	34.5
500.210 Employer FICA Taxes	3,441.00	3,441.00	1,322.85	180.87	0.00	2,118.15	38.4
500.220 Retirement	7,757.00	7,757.00	5,375.11	857.22	0.00	2,381.89	69.3
500.230 Group Insurance	504.00	504.00	513.69	47.92	0.00	-9.69	101.9
500.315 Professional Services	15,750.00	15,750.00	0.00	0.00	0.00	15,750.00	0.0
500.497 Contingency	85,044.00	85,044.00	0.00	0.00	0.00	85,044.00	0.0
500.550 Operating Expenses	1,050.00	1,050.00	0.00	0.00	0.00	1,050.00	0.0
General	163,680.00	163,680.00	24,503.81	3,450.32	0.00	139,176.19	15.0
Dept: 519.152 Neighborhood Improvements							
500.624 Capital Outlay-Bldg. Improvemnt	25,300.00	25,300.00	4,957.50	0.00	0.00	20,342.50	19.6
Neighborhood Improvements	25,300.00	25,300.00	4,957.50	0.00	0.00	20,342.50	19.6
Dept: 519.153 Hibiscus- Seagrape to A1A							
500.630 Cap Outlay Imp other than bldg	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
Hibiscus- Seagrape to A1A	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
Dept: 519.162 Town Hall Complex- ADA & Dev							
500.631 Capital Outlay - ADA	50,000.00	50,000.00	29,779.35	0.00	0.00	20,220.65	59.6
Town Hall Complex- ADA & Dev	50,000.00	50,000.00	29,779.35	0.00	0.00	20,220.65	59.6
Dept: 538.003 Swale Restoration							
500.630 Cap Outlay Imp other than bldg	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
Swale Restoration	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
Dept: 559.023 Drainage Master Plan							
500.630 Cap Outlay Imp other than bldg	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Drainage Master Plan	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Dept: 559.024 East Terra Mar Drive							
500.630 Cap Outlay Imp other than bldg	500,000.00	500,000.00	795.90	0.00	0.00	499,204.10	0.2
East Terra Mar Drive	500,000.00	500,000.00	795.90	0.00	0.00	499,204.10	0.2
Dept: 559.025 Bel Air Phase II- East							
500.630 Cap Outlay Imp other than bldg	97,500.00	97,500.00	0.00	0.00	0.00	97,500.00	0.0
Bel Air Phase II- East	97,500.00	97,500.00	0.00	0.00	0.00	97,500.00	0.0
Dept: 572.200 Beach Renourishment							
500.630 Cap Outlay Imp other than bldg	356,000.00	356,000.00	0.00	0.00	0.00	356,000.00	0.0
Beach Renourishment	356,000.00	356,000.00	0.00	0.00	0.00	356,000.00	0.0
Dept: 572.201 Staghorn Coral Painting							
500.630 Cap Outlay Imp other than bldg	24,500.00	24,500.00	0.00	0.00	0.00	24,500.00	0.0

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Town of Lauderdale by the Sea

For the Period: 10/1/2018 to 3/31/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Expenditures							
Staghorn Coral Painting	24,500.00	24,500.00	0.00	0.00	0.00	24,500.00	0.0
Dept: 576.129 Palm Club Sewer							
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
Palm Club Sewer	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.0
Dept: 579.169 Greenway- El Mar Drive							
500.630 Cap Outlay Imp other than bldg	150,000.00	150,000.00	53,003.00	0.00	0.00	96,997.00	35.3
Greenway- El Mar Drive	150,000.00	150,000.00	53,003.00	0.00	0.00	96,997.00	35.3
Expenditures	1,751,980.00	1,751,980.00	113,039.56	3,450.32	0.00	1,638,940.44	6.5
Net Effect for Capital Project Fund	0.00	0.00	94,378.65	-2,262.57	0.00	-94,378.65	0.0
Change in Fund Balance:			94,378.65				

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Town of Lauderdale by the Sea

For the Period: 10/1/2018 to 3/31/2019	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	755,924.00	755,924.00	0.00	0.00	0.00	755,924.00	0.0
Appropriated Fund Balance	755,924.00	755,924.00	0.00	0.00	0.00	755,924.00	0.0
Dept: 302.000 Licenses & Permits							
313.101 PILOP Fee	0.00	0.00	3,021.00	0.00	0.00	-3,021.00	0.0
Licenses & Permits	0.00	0.00	3,021.00	0.00	0.00	-3,021.00	0.0
Dept: 304.000 Charges for Services							
344.500 Parking Permits	100,000.00	100,000.00	91,614.07	11,153.00	0.00	8,385.93	91.6
344.520 Parking Agreements	45,000.00	45,000.00	65,983.50	0.00	0.00	-20,983.50	146.6
344.551 South Ocean	50,000.00	50,000.00	107,451.69	26,038.94	0.00	-57,451.69	214.9
344.552 Ocean Front Meters	400,000.00	400,000.00	91,565.50	24,826.95	0.00	308,434.50	22.9
344.553 Commercial Blvd. Meters	150,000.00	150,000.00	98,781.29	19,905.91	0.00	51,218.71	65.9
344.554 Parking Meters - Beach	120,000.00	120,000.00	229,564.58	34,090.43	0.00	-109,564.58	191.3
344.556 El Prado Parking Lot	300,000.00	300,000.00	183,589.38	42,106.24	0.00	116,410.62	61.2
344.558 Town Hall Parking Lot	10,000.00	10,000.00	10,530.32	4,226.10	0.00	-530.32	105.3
344.559 El Mar Parking Lot	185,000.00	185,000.00	96,970.36	9,412.40	0.00	88,029.64	52.4
344.560 A1A Parking Lot	175,000.00	175,000.00	167,172.96	50,265.20	0.00	7,827.04	95.5
344.563 Bougainvillea/ Poinciana	60,000.00	60,000.00	83,321.19	20,957.85	0.00	-23,321.19	138.9
344.564 Eastward Strand Parking Spaces	0.00	0.00	63,594.92	13,602.08	0.00	-63,594.92	0.0
Charges for Services	1,595,000.00	1,595,000.00	1,290,139.76	256,585.10	0.00	304,860.24	80.9
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	75,000.00	75,000.00	39,047.00	11,840.00	0.00	35,953.00	52.1
Fines & Forfeitures	75,000.00	75,000.00	39,047.00	11,840.00	0.00	35,953.00	52.1
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	400.00	400.00	8,621.90	1,449.11	0.00	-8,221.90	2155.5
Miscellaneous Revenues	400.00	400.00	8,621.90	1,449.11	0.00	-8,221.90	2,155.5
Revenues	2,426,324.00	2,426,324.00	1,340,829.66	269,874.21	0.00	1,085,494.34	55.3
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	106,574.29	106,574.29	52,662.56	8,282.90	0.00	53,911.73	49.4
500.140 Overtime Salaries	2,000.00	2,000.00	527.55	12.28	0.00	1,472.45	26.4
500.210 Employer FICA Taxes	9,640.00	9,640.00	3,998.89	612.32	0.00	5,641.11	41.5
500.220 Retirement	16,899.00	16,899.00	8,464.93	1,346.47	0.00	8,434.07	50.1
500.230 Group Insurance	27,185.00	27,185.00	14,508.74	2,102.69	0.00	12,676.26	53.4
500.315 Professional Services	0.00	0.00	1,500.00	1,500.00	0.00	-1,500.00	0.0
500.345 Contractual Services	329,206.00	329,206.00	130,316.62	27,534.79	0.00	198,889.38	39.6
500.353 Parking Alternatives	201,000.00	201,000.00	108,111.51	51,025.54	0.00	92,888.49	53.8
500.410 Communications	8,316.00	8,316.00	1,971.13	79.98	0.00	6,344.87	23.7
500.430 Electric Service	4,158.00	4,158.00	1,767.97	359.11	0.00	2,390.03	42.5
500.431 Water Service	14,700.00	14,700.00	13,638.16	2,023.76	0.00	1,061.84	92.8
500.445 Equip Rent/Lease	21,871.00	21,871.00	0.00	0.00	0.00	21,871.00	0.0
500.461 Vehicle Maintenance	5,000.00	5,000.00	1,437.41	0.00	0.00	3,562.59	28.7
500.462 Fuel	500.00	500.00	99.34	0.00	0.00	400.66	19.9
500.463 Service Maintenance Contracts	30,850.00	30,850.00	13,260.00	1,500.00	0.00	17,590.00	43.0
500.497 Contingency	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	0.0
500.506 Printing & Binding	2,000.00	2,000.00	1,958.50	0.00	0.00	41.50	97.9
500.508 Postage	2,000.00	2,000.00	711.28	44.65	0.00	1,288.72	35.6
500.510 Office Supplies	1,000.00	1,000.00	103.81	0.00	0.00	896.19	10.4
500.525 Uniform Expense	1,665.00	1,665.00	396.24	0.00	0.00	1,268.76	23.8
500.532 Signs	3,500.00	3,500.00	3,499.69	300.00	0.00	0.31	100.0
500.533 Parking Meter Parts-Supplies	51,700.00	51,700.00	21,858.86	2,578.59	0.00	29,841.14	42.3
500.545 Training	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
500.550 Operating Expenses	20,000.00	20,000.00	7,685.61	1,050.44	0.00	12,314.39	38.4
500.629 Capital Outlay - Design/Permit	50,000.00	50,000.00	16,280.50	7,835.00	0.00	33,719.50	32.6
500.630 Cap Outlay Imp other than bldg	1,200,000.00	1,200,000.00	302,749.70	0.00	0.00	897,250.30	25.2

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Town of Lauderdale by the Sea

For the Period: 10/1/2018 to 3/31/2019	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Expenditures							
Dept: 545.000 Parking Operations							
500.640 Capital Outlay - Equipt & Mach	211,060.00	211,060.00	203,712.00	0.00	0.00	7,348.00	96.5
500.644 Capital Outlay-Vehicles	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.0
Parking Operations	2,426,324.29	2,426,324.29	911,221.00	108,188.52	0.00	1,515,103.29	37.6
Expenditures	2,426,324.29	2,426,324.29	911,221.00	108,188.52	0.00	1,515,103.29	37.6
Net Effect for Parking Fund	-0.29	-0.29	429,608.66	161,685.69	0.00	-429,608.95	40,917.2
Change in Fund Balance:			429,608.66				
Grand Total Net Effect:	1.07	1.07	5,516,265.89	-310,257.76	7,943.48	-5,508,321.34	

Budget to Actual Report
For the month of March 2019

	<u>ORIGINAL FULL</u> <u>YR BUDGET</u>	<u>AMENDED FULL</u> <u>YR BUDGET</u>	<u>MARCH</u> <u>BUDGET</u>	<u>MARCH</u> <u>ACTUAL</u>	<u>% MTHLY</u> <u>BUDGET</u>	<u>YTD</u> <u>BUDGET</u>	<u>YTD</u> <u>ACTUAL</u>	<u>% YTD</u> <u>BUDGET</u>
Fund: 001 - General Fund								
Revenues								
Dept: 000.000 Appropriated Fund Balance								
380.200 Appropriated Fund Balance	350,925.00	350,925.00	0.00	0.00	0.00	0.00	0.00	0.00
Appropriated Fund Balance	350,925.00	350,925.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept: 301.000 Ad Valorem Property Taxes								
311.100 Ad Valorem Property Taxes	8,577,575.00	8,577,575.00	440,887.36	156,487.69	0.35	7,621,175.39	7,955,890.26	1.04
Ad Valorem Property Taxes	8,577,575.00	8,577,575.00	440,887.36	156,487.69	0.35	7,621,175.39	7,955,890.26	1.04
Dept: 301.100 Utility Taxes								
311.101 FPL Utility Tax	816,000.00	816,000.00	68,000.00	60,885.61	0.90	340,000.00	356,885.05	1.05
311.440 Gas Utility Tax	16,000.00	16,000.00	1,333.33	1,272.33	0.95	6,666.67	5,091.44	0.76
314.300 Water Utility Tax	165,000.00	165,000.00	13,750.00	16,072.16	1.17	75,625.00	72,234.71	0.96
Utility Taxes	997,000.00	997,000.00	83,083.33	78,230.10	0.94	422,291.67	434,211.20	1.03
Dept: 301.600 Franchise Taxes								
313.100 FI Power & Light Franchise	600,000.00	600,000.00	45,000.00	45,436.57	1.01	255,000.00	262,591.87	1.03
313.300 Waste Franchise Collection	92,360.00	92,360.00	7,696.67	7,242.50	0.94	38,483.33	45,374.64	1.18
313.301 Waste Franchise Adm-Fee	8,800.00	8,800.00	733.33	0.00	0.00	3,666.67	12,059.64	3.29
313.400 Gas Franchise	19,000.00	19,000.00	1,583.33	1,441.02	0.91	7,916.67	5,095.06	0.64
313.600 Towing Franchise Fees	500.00	500.00	41.67	0.00	0.00	208.33	380.00	1.82
Franchise Taxes	720,660.00	720,660.00	55,055.00	54,120.09	0.98	305,275.00	325,501.21	1.07
Dept: 302.000 Licenses & Permits								
321.100 Business License Taxes	79,434.00	79,434.00	0.00	1,983.03	0.00	79,434.00	24,197.27	0.30
321.110 Sidewalk Cafe ROW	53,500.00	53,500.00	0.00	0.00	0.00	53,500.00	48,730.98	0.91
322.100 Building Permits	675,000.00	675,000.00	56,250.00	63,196.93	1.12	337,500.00	390,845.65	1.16
322.105 Fire Plan Review Fees	20,000.00	20,000.00	1,666.67	1,925.00	1.16	10,000.00	7,450.72	0.75
322.150 Miscellaneous Permits	2,430.00	2,430.00	202.50	90.00	0.44	1,215.00	1,670.00	1.37
322.400 Sign Permits	4,000.00	4,000.00	333.33	30.00	0.09	2,000.00	1,480.00	0.74
Licenses & Permits	834,364.00	834,364.00	58,452.50	67,224.96	1.15	483,649.00	474,374.62	0.98
Dept: 303.000 Intergovernmental Revenues								
311.120 Municipal Revenue Sharing	152,000.00	152,000.00	12,666.67	13,295.90	1.05	76,000.00	79,775.40	1.05
311.150 Alcoholic Beverage License	15,399.00	15,399.00	1,283.25	0.00	0.00	6,416.25	4,869.20	0.76
311.180 Sales Tax	425,054.00	425,054.00	35,421.17	34,398.29	0.97	177,105.83	178,671.10	1.01
312.405 Local Op Gas Tax 1 - 6 cent	67,499.00	67,499.00	5,624.92	5,195.72	0.92	28,124.58	27,392.11	0.97
312.410 Local Op Gas Tax 1 - 5 cent	47,857.00	47,857.00	3,988.08	3,924.12	0.98	19,940.42	19,569.84	0.98
315.100 Communication Service Tax	321,000.00	321,000.00	26,750.00	25,186.52	0.94	133,750.00	129,538.75	0.97
334.910 BCC-Senior Center Grant	16,146.00	16,146.00	0.00	0.00	0.00	0.00	0.00	0.00
334.914 BCC-Transporation Grant	50,000.00	50,000.00	12,500.00	25,427.55	2.03	25,000.00	25,427.55	1.02
334.915 FDOT-Reimbursable Grant	17,538.00	17,538.00	0.00	0.00	0.00	0.00	0.00	0.00
334.927 BC Safe Parks Grant	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
Intergovernmental Revenues	1,112,493.00	1,112,493.00	98,234.08	107,428.10	1.09	466,337.08	475,243.95	1.02
Dept: 304.000 Charges for Services								
343.902 Site Plan Application Fees	2,000.00	2,000.00	166.67	0.00	0.00	1,000.00	0.00	0.00
347.500 Tennis - Shuffle Key	10,000.00	10,000.00	454.55	664.93	1.46	7,272.73	8,266.21	1.14
Charges for Services	12,000.00	12,000.00	621.21	664.93	1.07	8,272.73	8,266.21	1.00
Dept: 305.000 Fines & Forfeitures								
354.150 Fines,TrafficViolation,Citatio	31,452.00	31,452.00	2,621.00	2,187.26	0.83	15,726.00	12,097.76	0.77
354.160 Code Enforcement Fines	50,000.00	50,000.00	4,166.67	3,300.00	0.79	25,000.00	294,069.00	11.76
359.100 Other Fines & Alarms	1,075.00	1,075.00	89.58	0.00	0.00	537.50	945.00	1.76
Fines & Forfeitures	82,527.00	82,527.00	6,877.25	5,487.26	0.80	41,263.50	307,111.76	7.44
Dept: 306.000 Miscellaneous Revenues								
361.100 Interest Earnings	23,000.00	23,000.00	1,916.67	4,325.78	2.26	9,583.33	21,530.81	2.25
362.000 Rent/Lease Royalties	67,620.00	67,620.00	5,635.00	6,137.56	1.09	28,175.00	35,931.86	1.28
365.400 Recycling Revenue	3,041.00	3,041.00	253.42	0.00	0.00	1,520.50	0.00	0.00
366.100 Donations	10,000.00	10,000.00	833.33	0.00	0.00	5,000.00	1,125.00	0.23
369.100 Miscellaneous Revenues	40,000.00	40,000.00	3,333.33	7,335.00	2.20	20,000.00	68,645.83	3.43
369.200 Miscellaneous Applications	10,000.00	10,000.00	833.33	2,700.00	3.24	5,000.00	14,275.00	2.86
369.201 Miscellaneous MerchandiseSales	579.00	579.00	48.25	6.00	0.12	289.50	389.00	1.34
369.202 Solid-Waste-Additional Service	63,015.00	63,015.00	5,251.25	0.00	0.00	31,507.50	0.00	0.00
369.250 Recreational Activities Fee	910.00	910.00	75.83	260.00	3.43	455.00	1,105.00	2.43
369.500 Miscellaneous Lobbyist	550.00	550.00	45.83	0.00	0.00	275.00	850.00	3.09
369.901 Insurance Reimbursement	2,000.00	2,000.00	166.67	0.00	0.00	1,000.00	0.00	0.00
Miscellaneous Revenues	220,715.00	220,715.00	18,392.92	20,764.34	1.13	102,805.83	143,852.50	1.40
Dept: 581.100 Interfund Transfers								
380.115 Transfer from Fire - OH Costs	22,000.00	22,000.00	5,500.00	0.00	0.00	11,000.00	5,500.00	0.50
Interfund Transfers	22,000.00	22,000.00	5,500.00	0.00	0.00	11,000.00	5,500.00	0.50
Revenues	12,930,259.00	12,930,259.00	767,103.65	490,407.47	0.64	9,462,070.20	10,129,951.71	1.07

Budget to Actual Report
For the month of March 2019

	<u>ORIGINAL FULL</u> <u>YR BUDGET</u>	<u>AMENDED FULL</u> <u>YR BUDGET</u>	<u>MARCH</u> <u>BUDGET</u>	<u>MARCH</u> <u>ACTUAL</u>	<u>% MTHLY</u> <u>BUDGET</u>	<u>YTD</u> <u>BUDGET</u>	<u>YTD</u> <u>ACTUAL</u>	<u>% YTD</u> <u>BUDGET</u>
Expenditures								
Dept: 511.000 Commission								
500.110 Commission Salaries	71,826.00	71,826.00	8,287.62	5,012.06	0.60	34,531.73	31,325.37	0.91
500.210 Employer FICA Taxes	5,233.04	5,233.04	603.81	359.84	0.60	2,515.88	2,249.20	0.89
500.220 Retirement	33,313.57	33,313.57	3,843.87	2,440.88	0.64	16,016.14	13,424.81	0.84
500.230 Group Insurance	49,112.00	49,112.00	3,778.83	3,634.19	0.96	26,439.05	27,973.36	1.06
500.345 Contractual Services	3,500.00	3,500.00	291.67	70.00	0.24	1,750.00	1,960.00	1.12
500.510 Office Supplies	650.00	650.00	54.17	0.00	0.00	325.00	0.00	0.00
500.540 Dues & Subscriptions	1,912.00	1,912.00	159.33	605.60	3.80	956.00	1,722.60	1.80
500.545 Training	4,500.00	4,500.00	375.00	0.00	0.00	2,250.00	0.00	0.00
500.550 Operating Expenses	7,500.00	7,500.00	625.00	5,000.00	8.00	3,750.00	7,083.16	1.89
Commission	177,546.61	177,546.61	18,019.29	17,122.57	0.95	88,533.80	85,738.50	0.97
Dept: 511.100 Donation-Non Profits								
500.820 Donations-Aids to Private Org	37,889.00	37,889.00	0.00	7,000.00	0.00	37,889.00	30,389.00	0.80
Donation-Non Profits	37,889.00	37,889.00	0.00	7,000.00	0.00	37,889.00	30,389.00	0.80
Dept: 511.200 Chamber/Facility								
500.120 Regular Salaries	12,152.79	12,152.79	1,402.25	949.13	0.68	5,842.69	7,183.85	1.23
500.140 Overtime Salaries	1,500.00	1,500.00	173.08	12.73	0.07	721.15	510.50	0.71
500.210 Employer FICA Taxes	1,044.44	1,044.44	120.51	72.61	0.60	502.13	549.57	1.09
500.220 Retirement	1,127.72	1,127.72	130.12	103.64	0.80	542.17	784.47	1.45
500.230 Group Insurance	2,768.00	2,768.00	210.35	208.37	0.99	1,505.91	1,563.59	1.04
500.340 Sewer/Wastewater	2,700.00	2,700.00	225.00	172.60	0.77	1,350.00	1,087.56	0.81
500.345 Contractual Services	26,900.00	26,900.00	0.00	0.00	0.00	13,450.00	13,450.00	1.00
500.430 Electric Service	1,600.00	1,600.00	133.33	102.79	0.77	800.00	471.81	0.59
500.431 Water Service	2,800.00	2,800.00	233.33	184.38	0.79	1,400.00	1,163.18	0.83
500.520 Bldg. Maintenance	3,000.00	3,000.00	250.00	0.00	0.00	1,500.00	0.00	0.00
500.640 Capital Outlay - Equipmt & Mach	4,000.00	4,000.00	333.33	0.00	0.00	2,000.00	0.00	0.00
Chamber/Facility	59,592.95	59,592.95	3,211.30	1,806.25	0.56	29,614.06	26,764.53	0.90
Dept: 513.000 Administration								
500.120 Regular Salaries	582,547.86	582,547.86	67,217.06	46,197.93	0.69	280,071.09	280,759.00	1.00
500.140 Overtime Salaries	2,200.00	2,200.00	253.85	79.42	0.31	1,057.69	1,416.97	1.34
500.210 Employer FICA Taxes	39,168.00	39,168.00	4,519.38	3,523.13	0.78	18,830.77	17,506.14	0.93
500.220 Retirement	96,370.00	96,370.00	11,119.62	7,299.37	0.66	46,331.73	61,265.85	1.32
500.230 Group Insurance	93,405.00	93,405.00	7,187.67	7,170.46	1.00	50,279.00	51,170.34	1.02
500.315 Professional Services	5,000.00	5,000.00	416.67	3,500.00	8.40	2,500.00	3,500.00	1.40
500.320 Audit Expense	31,500.00	31,500.00	0.00	0.00	0.00	31,500.00	18,500.00	0.59
500.344 HR Expenses	1,000.00	1,000.00	83.33	147.18	1.77	500.00	1,964.59	3.93
500.345 Contractual Services	12,420.00	12,420.00	1,035.00	2,662.13	2.57	6,210.00	8,800.71	1.42
500.463 Service Maintenance Contracts	31,080.00	31,080.00	2,590.00	2,653.61	1.02	15,540.00	22,352.48	1.44
500.506 Printing & Binding	2,000.00	2,000.00	166.67	0.00	0.00	1,000.00	5,693.76	5.69
500.508 Postage	4,500.00	4,500.00	375.00	215.57	0.57	2,250.00	1,575.70	0.70
500.510 Office Supplies	5,000.00	5,000.00	416.67	1,360.62	3.27	2,500.00	3,282.93	1.31
500.540 Dues & Subscriptions	5,670.00	5,670.00	0.00	412.73	0.00	3,780.00	3,542.73	0.94
500.545 Training	6,000.00	6,000.00	500.00	0.00	0.00	3,000.00	1,161.91	0.39
500.550 Operating Expenses	7,000.00	7,000.00	583.33	7,786.10	13.35	3,500.00	18,993.77	5.43
Administration	924,860.86	924,860.86	96,464.24	83,008.25	0.86	468,850.28	501,486.88	1.07
Dept: 514.000 Town Attorney								
500.310 Legal Expense	255,000.00	255,000.00	21,250.00	0.00	0.00	106,250.00	92,815.92	0.87
500.314 Litigation	100,000.00	100,000.00	8,333.33	0.00	0.00	41,666.67	11,766.41	0.28
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	666.67	0.00	0.00	3,333.33	1,333.40	0.40
Town Attorney	363,000.00	363,000.00	30,250.00	0.00	0.00	151,250.00	105,915.73	0.70
Dept: 519.000 General								
500.120 Regular Salaries	123,675.19	123,675.19	14,270.21	9,004.86	0.63	59,459.23	63,232.52	1.06
500.210 Employer FICA Taxes	9,461.15	9,461.15	1,091.67	691.19	0.63	4,548.63	4,103.32	0.90
500.220 Retirement	17,833.66	17,833.66	2,057.73	808.72	0.39	8,573.88	6,362.54	0.74
500.230 Group Insurance	17,556.00	17,556.00	1,359.36	457.82	0.34	9,399.81	8,845.83	0.94
500.311 Advertisements	8,000.00	8,000.00	2,000.00	286.00	0.14	4,000.00	3,303.95	0.83
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	416.67	0.00	0.00	2,500.00	17,450.00	6.98
500.315 Professional Services	110,000.00	110,000.00	9,166.67	2,500.00	0.27	55,000.00	27,921.47	0.51
500.349 Community Bus	172,676.00	172,676.00	14,389.67	13,740.21	0.95	86,338.00	75,580.50	0.88
500.451 Auto, Property & Liability Ins	108,000.00	108,000.00	9,000.00	24,433.50	2.71	54,000.00	99,374.00	1.84
500.452 Workers Compensation Insur	45,020.00	45,020.00	3,751.67	0.00	0.00	22,510.00	36,570.00	1.62
500.497 Contingency	177,137.00	165,037.00	0.00	0.00	0.00	0.00	0.00	0.00
500.506 Printing & Binding	11,000.00	11,000.00	0.00	1,736.00	0.00	5,500.00	2,802.50	0.51
500.508 Postage	3,000.00	3,000.00	0.00	0.00	0.00	1,500.00	87.58	0.06
500.511 Computer Expense	55,912.00	55,912.00	0.00	2,911.28	0.00	27,956.00	19,583.54	0.70
500.540 Dues & Subscriptions	500.00	500.00	41.67	0.00	0.00	250.00	435.00	1.74
500.545 Training	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00
500.550 Operating Expenses	24,570.00	24,570.00	2,047.50	0.00	0.00	12,285.00	24,575.58	2.00
500.552 Recycling and Solid Waste Exp	44,089.00	44,089.00	3,674.08	2,159.38	0.59	22,044.50	10,415.34	0.47
500.640 Capital Outlay - Equipmt & Mach	11,000.00	11,000.00	916.67	0.00	0.00	5,500.00	0.00	0.00
General	944,430.00	932,330.00	64,183.56	58,728.96	0.92	381,365.04	400,718.67	1.05
Dept: 519.100 Business Dev & Marketing								
500.311 Advertisements	76,035.00	76,035.00	6,336.25	535.00	0.08	38,017.50	6,584.35	0.17
500.315 Professional Services	57,550.00	57,550.00	4,795.83	7,051.00	1.47	28,775.00	12,794.72	0.44
500.345 Contractual Services	25,100.00	25,100.00	2,091.67	184.17	0.09	12,550.00	8,548.75	0.68
500.495 Special Events	7,500.00	7,500.00	625.00	0.00	0.00	3,750.00	0.00	0.00
500.506 Printing & Binding	10,600.00	10,600.00	883.33	1,836.00	2.08	5,300.00	1,836.00	0.35
500.540 Dues & Subscriptions	2,125.00	2,125.00	177.08	1,365.21	7.71	1,062.50	2,471.04	2.33
500.550 Operating Expenses	12,660.00	12,660.00	1,055.00	0.00	0.00	6,330.00	2,938.50	0.46
500.630 Cap Outlay Imp other than bldg	2,500.00	2,500.00	208.33	0.00	0.00	1,250.00	0.00	0.00
Business Dev & Marketing	194,070.00	194,070.00	16,172.50	10,971.38	0.68	97,035.00	35,173.36	0.36

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	MARCH BUDGET	MARCH ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Dept: 521.000 Police Department								
500.345 Contractual Services	4,569,325.00	4,569,325.00	380,777.08	331,230.52	0.87	2,284,662.50	2,188,890.19	0.96
500.352 Contract Services	5,000.00	5,000.00	416.67	0.00	0.00	2,500.00	4,996.19	2.00
500.520 Bldg. Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	588.66	0.00
500.550 Operating Expenses	5,808.00	5,808.00	484.00	250.00	0.52	2,904.00	1,214.75	0.42
500.640 Capital Outlay - Equip & Mach	132,000.00	132,000.00	11,000.00	0.00	0.00	66,000.00	0.00	0.00
Police Department	4,712,133.00	4,712,133.00	392,677.75	331,480.52	0.84	2,356,066.50	2,195,689.79	0.93
Dept: 523.000 Emergency Medical Services								
500.345 Contractual Services	823,545.00	823,545.00	68,628.75	68,628.75	1.00	411,772.50	411,772.50	1.00
Emergency Medical Services	823,545.00	823,545.00	68,628.75	68,628.75	1.00	411,772.50	411,772.50	1.00
Dept: 524.000 Development Services								
500.120 Regular Salaries	318,961.06	318,961.06	36,803.20	24,110.67	0.66	153,346.66	148,589.19	0.97
500.140 Overtime Salaries	3,000.00	3,000.00	346.15	552.02	1.59	1,442.31	2,782.97	1.93
500.210 Employer FICA Taxes	24,630.02	24,630.02	2,841.93	1,867.18	0.66	11,841.36	11,721.22	0.99
500.220 Retirement	60,713.99	60,713.99	7,005.46	4,118.05	0.59	29,189.42	24,904.59	0.85
500.230 Group Insurance	64,241.00	64,241.00	7,412.42	4,026.10	0.54	30,885.10	34,117.23	1.10
500.315 Professional Services	102,000.00	102,000.00	8,373.69	600.00	0.07	51,757.87	8,870.63	0.17
500.345 Contractual Services	280,440.00	280,440.00	23,370.00	17,293.15	0.74	140,220.00	126,993.69	0.91
500.402 Building Permit Services	520,000.00	520,000.00	43,333.33	55,645.36	1.28	260,000.00	92,563.85	0.36
500.461 Vehicle Maintenance	250.00	250.00	20.83	0.00	0.00	104.17	0.00	0.00
500.462 Fuel	800.00	800.00	66.67	96.56	1.45	400.00	297.33	0.74
500.463 Service Maintenance Contracts	2,220.00	2,220.00	185.00	0.00	0.00	1,110.00	1,097.87	0.99
500.506 Printing & Binding	800.00	800.00	66.67	0.00	0.00	400.00	330.00	0.83
500.508 Postage	7,500.00	7,500.00	625.00	463.85	0.74	3,750.00	2,964.51	0.79
500.510 Office Supplies	3,500.00	3,500.00	291.67	147.85	0.51	1,750.00	719.59	0.41
500.525 Uniform Expense	600.00	600.00	50.00	260.71	5.21	300.00	260.71	0.87
500.540 Dues & Subscriptions	2,000.00	2,000.00	166.67	0.00	0.00	1,000.00	577.00	0.58
500.545 Training	6,000.00	6,000.00	500.00	-143.91	-0.29	3,000.00	1,798.53	0.60
500.550 Operating Expenses	9,350.00	9,350.00	779.17	1,298.50	1.67	4,675.00	5,974.08	1.28
500.630 Cap Outlay Imp other than bldg	0.00	12,100.00	1,008.33	12,061.14	11.96	0.00	12,061.14	0.00
Development Services	1,407,006.07	1,419,106.07	133,246.18	122,397.23	0.92	695,171.88	476,624.13	0.69
Dept: 541.100 Mun Svcs - Public Works Div								
500.120 Regular Salaries	828,932.65	828,932.65	95,646.08	59,377.11	0.62	398,525.31	400,393.08	1.00
500.140 Overtime Salaries	25,000.00	25,000.00	2,884.62	1,020.09	0.35	12,019.23	23,158.43	1.93
500.210 Employer FICA Taxes	65,299.87	65,299.87	7,534.60	4,529.86	0.60	31,394.17	29,426.55	0.94
500.220 Retirement	90,017.59	90,017.59	10,386.65	6,233.74	0.60	43,277.69	37,090.60	0.86
500.230 Group Insurance	192,963.00	192,963.00	14,864.95	17,042.04	1.15	103,773.32	107,799.74	1.04
500.315 Professional Services	8,000.00	8,000.00	666.67	1,282.50	1.92	4,000.00	4,433.00	1.11
500.340 Sewer/Wastewater	12,000.00	12,000.00	1,000.00	641.75	0.64	6,000.00	14,513.38	2.42
500.345 Contractual Services	120,221.00	120,221.00	10,018.42	16,975.70	1.69	60,110.50	50,342.30	0.84
500.410 Communications	14,400.00	14,400.00	1,200.00	1,362.12	1.14	7,200.00	10,774.27	1.50
500.430 Electric Service	42,000.00	42,000.00	3,500.00	3,149.66	0.90	21,000.00	19,222.82	0.92
500.431 Water Service	120,000.00	120,000.00	10,000.00	8,923.90	0.89	60,000.00	48,796.55	0.81
500.433 Electric Service-Streets	60,000.00	60,000.00	5,000.00	7,692.95	1.54	30,000.00	26,436.93	0.88
500.445 Equip Rent/Lease	15,000.00	15,000.00	1,250.00	100.00	0.08	7,500.00	16,671.99	2.22
500.460 Equipment Maintenance	25,000.00	25,000.00	2,083.33	110.40	0.05	12,500.00	5,237.28	0.42
500.461 Vehicle Maintenance	10,000.00	10,000.00	833.33	1,711.02	2.05	5,000.00	10,955.66	2.19
500.462 Fuel	18,000.00	18,000.00	1,500.00	3,339.36	2.23	9,000.00	9,398.45	1.04
500.463 Service Maintenance Contracts	10,728.00	10,728.00	894.00	953.77	1.07	5,364.00	3,614.72	0.67
500.470 Radio Maintenance	1,920.00	1,920.00	160.00	0.00	0.00	960.00	0.00	0.00
500.498 Storm Drain Rehab/Maint	50,000.00	50,000.00	4,166.67	0.00	0.00	25,000.00	-6,808.75	-0.27
500.508 Postage	300.00	300.00	25.00	5.15	0.21	150.00	105.95	0.71
500.510 Office Supplies	2,300.00	2,300.00	191.67	358.90	1.87	1,150.00	1,169.17	1.02
500.520 Bldg. Maintenance	60,000.00	60,000.00	5,000.00	9,789.55	1.96	30,000.00	33,344.05	1.11
500.525 Uniform Expense	6,500.00	6,500.00	541.67	1,963.30	3.62	3,250.00	5,504.71	1.69
500.529 Street Light Maintenance	17,538.00	17,538.00	1,461.50	0.00	0.00	8,769.00	0.00	0.00
500.530 Street Maint Repair Supply	20,000.00	20,000.00	1,666.67	8,169.89	4.90	10,000.00	18,874.56	1.89
500.531 Grounds Maint/Landscaping	35,000.00	35,000.00	2,916.67	2,048.66	0.70	17,500.00	15,507.30	0.89
500.532 Signs	10,000.00	10,000.00	833.33	582.70	0.70	5,000.00	6,489.96	1.30
500.534 Sidewalk Maint Repair	20,000.00	20,000.00	1,666.67	0.00	0.00	10,000.00	1,850.00	0.19
500.535 Flags	1,200.00	1,200.00	100.00	0.00	0.00	600.00	0.00	0.00
500.540 Dues & Subscriptions	725.00	725.00	60.42	0.00	0.00	362.50	715.00	1.97
500.545 Training	4,800.00	4,800.00	400.00	227.63	0.57	2,400.00	486.63	0.20
500.547 Hurricane Expenditure	0.00	0.00	0.00	0.00	0.00	0.00	5,486.25	0.00
500.550 Operating Expenses	50,000.00	50,000.00	4,166.67	12,521.96	3.01	25,000.00	38,970.92	1.56
500.624 Capital Outlay-Bldg. Improvemt	60,000.00	60,000.00	5,000.00	1,787.91	0.36	30,000.00	52,004.51	1.73
Mun Svcs - Public Works Div	1,997,845.11	1,997,845.11	197,619.55	171,901.62	0.87	986,805.72	991,966.01	1.01
Dept: 572.000 Recreation								
500.311 Advertisements	2,500.00	2,500.00	208.33	0.00	0.00	1,250.00	0.00	0.00
500.342 Senior Rec. Ctr. Contract	79,611.00	79,611.00	6,634.25	6,177.50	0.93	39,805.50	37,065.00	0.93
500.343 Beach Maintenance Contract	177,708.00	177,708.00	14,809.00	13,559.00	0.92	88,854.00	83,354.00	0.94
500.345 Contractual Services	2,000.00	2,000.00	166.67	0.00	0.00	1,000.00	0.00	0.00
500.347 Programs	15,000.00	15,000.00	1,250.00	2,500.00	2.00	7,500.00	11,441.06	1.53
500.430 Electric Service	1,020.00	1,020.00	85.00	44.77	0.53	510.00	224.89	0.44
500.460 Equipment Maintenance	10,000.00	10,000.00	833.33	2,225.69	2.67	5,000.00	5,410.16	1.08
500.469 Buoy Maintenance	9,000.00	9,000.00	750.00	0.00	0.00	4,500.00	5,227.40	1.16
500.495 Special Events	86,400.00	86,400.00	7,200.00	141.67	0.02	43,200.00	19,640.76	0.45
500.510 Office Supplies	600.00	600.00	50.00	0.00	0.00	300.00	0.00	0.00
500.520 Bldg. Maintenance	15,000.00	15,000.00	1,250.00	188.89	0.15	7,500.00	15,922.23	2.12
500.536 Sea Oats	10,000.00	10,000.00	833.33	6,984.60	8.38	5,000.00	12,115.83	2.42
500.550 Operating Expenses	45,000.00	45,000.00	3,750.00	3,901.97	1.04	22,500.00	36,224.02	1.61
500.640 Capital Outlay - Equip & Mach	21,500.00	21,500.00	1,791.67	0.00	0.00	10,750.00	23,672.07	2.20
Recreation	475,339.00	475,339.00	39,611.58	35,724.09	0.90	237,669.50	250,297.42	1.05
Dept: 581.100 Interfund Transfers								

Budget to Actual Report
For the month of March 2019

	ORIGINAL FULL <u>YR BUDGET</u>	AMENDED FULL <u>YR BUDGET</u>	MARCH <u>BUDGET</u>	MARCH <u>ACTUAL</u>	% MTHLY <u>BUDGET</u>	YTD <u>BUDGET</u>	YTD <u>ACTUAL</u>	% YTD <u>BUDGET</u>
500.910 Transfer to CIP Fund	800,000.00	800,000.00	200,000.00	0.00	0.00	400,000.00	200,000.00	0.50
500.997 To Fire Fund - Ocean Patrol	13,000.00	13,000.00	3,250.00	0.00	0.00	6,500.00	3,250.00	0.50
Interfund Transfers	813,000.00	813,000.00	203,250.00	0.00	0.00	406,500.00	203,250.00	0.50
Expenditures	12,930,257.60	12,930,257.60	1,263,334.72	908,769.62	0.72	6,348,523.28	5,715,786.52	0.90

	<u>ORIGINAL FULL</u> <u>YR BUDGET</u>	<u>AMENDED FULL</u> <u>YR BUDGET</u>	<u>MARCH</u> <u>BUDGET</u>	<u>MARCH</u> <u>ACTUAL</u>	<u>% MTHLY</u> <u>BUDGET</u>	<u>YTD</u> <u>BUDGET</u>	<u>YTD</u> <u>ACTUAL</u>	<u>% YTD</u> <u>BUDGET</u>
Fund: 103 - Sewer System-Maint, Renew, Repla								
Revenues								
Dept: 304.000 Charges for Services								
343.500 Sewer Fees	1,123,896.00	1,123,896.00	93,658.00	99,913.82	1.07	468,290.00	502,827.95	1.07
Charges for Services	1,123,896.00	1,123,896.00	93,658.00	99,913.82	1.07	468,290.00	502,827.95	1.07
Dept: 306.000 Miscellaneous Revenues								
361.100 Interest Earnings	0.00	0.00	0.00	367.20	0.00	0.00	2,351.80	0.00
Miscellaneous Revenues	0.00	0.00	0.00	367.20	0.00	0.00	2,351.80	0.00
Revenues	1,123,896.00	1,123,896.00	93,658.00	100,281.02	1.07	468,290.00	505,179.75	1.08
Expenditures								
Dept: 535.000 Sanitary Sewers								
500.120 Regular Salaries	75,571.04	75,571.04	8,719.74	6,021.57	0.69	36,332.23	39,153.65	1.08
500.140 Overtime Salaries	10,000.00	10,000.00	1,153.85	116.89	0.10	4,807.69	1,211.08	0.25
500.210 Employer FICA Taxes	5,281.00	5,281.00	609.35	467.87	0.77	2,538.94	3,077.16	1.21
500.220 Retirement	15,855.00	15,855.00	1,829.42	708.67	0.39	7,622.60	5,384.82	0.71
500.230 Group Insurance	12,052.00	12,052.00	1,004.33	123.62	0.12	6,026.00	3,076.67	0.51
500.315 Professional Services	30,000.00	30,000.00	2,500.00	375.00	0.15	15,000.00	14,815.00	0.99
500.340 Sewer/Wastewater	650,000.00	650,000.00	54,166.67	57,396.67	1.06	325,000.00	322,193.13	0.99
500.345 Contractual Services	16,846.00	16,846.00	1,403.83	1,415.67	1.01	8,423.00	7,078.35	0.84
500.430 Electric Service	15,435.00	15,435.00	1,286.25	1,018.51	0.79	7,717.50	6,716.22	0.87
500.431 Water Service	360.00	360.00	30.00	19.37	0.65	180.00	123.97	0.69
500.459 Sewer Line Maintenance	10,000.00	10,000.00	833.33	-740.00	-0.89	5,000.00	39,558.33	7.91
500.465 Pump Station Maintenance	5,000.00	5,000.00	416.67	0.00	0.00	2,500.00	1,699.00	0.68
500.497 Contingency	100,190.00	100,190.00	0.00	0.00	0.00	0.00	0.00	0.00
500.550 Operating Expenses	2,000.00	2,000.00	166.67	0.00	0.00	1,000.00	0.00	0.00
500.630 Cap Outlay Imp other than bldg	100,000.00	100,000.00	8,333.33	0.00	0.00	50,000.00	0.00	0.00
500.640 Capital Outlay - Equipt & Mach	5,000.00	5,000.00	416.67	0.00	0.00	2,500.00	0.00	0.00
500.999 Contribution to Fund Balance	70,306.00	70,306.00	5,858.83	0.00	0.00	35,153.00	0.00	0.00
Sanitary Sewers	1,123,896.04	1,123,896.04	88,728.93	66,923.84	0.75	509,800.96	444,087.38	0.87
Expenditures	1,123,896.04	1,123,896.04	88,728.93	66,923.84	0.75	509,800.96	444,087.38	0.87

	<u>ORIGINAL FULL YR BUDGET</u>	<u>AMENDED FULL YR BUDGET</u>	<u>MARCH BUDGET</u>	<u>MARCH ACTUAL</u>	<u>% MTHLY BUDGET</u>	<u>YTD BUDGET</u>	<u>YTD ACTUAL</u>	<u>% YTD BUDGET</u>
Fund: 115 - Fire Fund								
Revenues								
Dept: 000.000 Appropriated Fund Balance								
380.203 Appropriation from FireFd/Veh R	130,101.00	130,101.00	0.00	0.00	0.00	0.00	0.00	0.00
Appropriated Fund Balance	130,101.00	130,101.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept: 301.050 Fire Assessment								
311.200 Property Tax-Fire Assessment	1,036,459.00	1,036,459.00	53,273.99	25,774.57	0.48	920,893.82	960,893.56	1.04
Fire Assessment	1,036,459.00	1,036,459.00	53,273.99	25,774.57	0.48	920,893.82	960,893.56	1.04
Dept: 304.000 Charges for Services								
342.210 Fire Inspection Fees	33,000.00	33,000.00	727.27	329.00	0.45	28,636.36	7,862.15	0.27
Charges for Services	33,000.00	33,000.00	727.27	329.00	0.45	28,636.36	7,862.15	0.27
Dept: 306.000 Miscellaneous Revenues								
361.100 Interest Earnings	0.00	0.00	0.00	549.29	0.00	0.00	3,080.44	0.00
Miscellaneous Revenues	0.00	0.00	0.00	549.29	0.00	0.00	3,080.44	0.00
Dept: 581.100 Interfund Transfers								
381.105 Transfer from General Fund	13,000.00	13,000.00	3,250.00	0.00	0.00	6,500.00	3,250.00	0.50
Interfund Transfers	13,000.00	13,000.00	3,250.00	0.00	0.00	6,500.00	3,250.00	0.50
Revenues	1,212,560.00	1,212,560.00	57,251.27	26,652.86	0.47	956,030.19	975,086.15	1.02
Expenditures								
Dept: 522.000 Fire Department								
500.151 Fire Dept Pension	6,000.00	6,000.00	1,500.00	0.00	0.00	6,000.00	0.00	0.00
500.315 Professional Services	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	3,077.50	0.31
500.320 Audit Expense	7,000.00	7,000.00	0.00	3,500.00	0.00	7,000.00	4,000.00	0.57
500.345 Contractual Services	824,437.00	824,437.00	68,703.08	68,703.08	1.00	412,218.50	412,218.48	1.00
500.624 Capital Outlay-Bldg. Improvemt	327,123.00	327,123.00	27,260.25	33,691.93	1.24	163,561.50	33,691.93	0.21
500.644 Capital Outlay-Vehicles	16,000.00	16,000.00	1,333.33	0.00	0.00	8,000.00	0.00	0.00
500.912 Transfer to General Fund	22,000.00	22,000.00	1,833.33	0.00	0.00	11,000.00	5,500.00	0.50
Fire Department	1,212,560.00	1,212,560.00	100,630.00	105,895.01	1.05	617,780.00	458,487.91	0.74
Expenditures	1,212,560.00	1,212,560.00	100,630.00	105,895.01	1.05	617,780.00	458,487.91	0.74

	ORIGINAL FULL YR BUDGET	AMENDED FULL YR BUDGET	MARCH BUDGET	MARCH ACTUAL	% MTHLY BUDGET	YTD BUDGET	YTD ACTUAL	% YTD BUDGET
Fund: 310 - Parking Fund								
Revenues								
Dept: 000.000 Appropriated Fund Balance								
380.200 Appropriated Fund Balance	755,924.00	755,924.00	0.00	0.00	0.00	0.00	0.00	0.00
Appropriated Fund Balance	755,924.00	755,924.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept: 302.000 Licenses & Permits								
313.101 PILOP Fee	0.00	0.00	0.00	0.00	0.00	0.00	3,021.00	0.00
Licenses & Permits	0.00	0.00	0.00	0.00	0.00	0.00	3,021.00	0.00
Dept: 304.000 Charges for Services								
344.500 Parking Permits	100,000.00	100,000.00	8,333.33	11,153.00	1.34	50,000.00	91,614.07	1.83
344.520 Parking Agreements	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	65,983.50	1.47
344.551 South Ocean	50,000.00	50,000.00	4,166.67	26,038.94	6.25	25,000.00	107,451.69	4.30
344.552 Ocean Front Meters	400,000.00	400,000.00	33,333.33	24,826.95	0.74	200,000.00	91,565.50	0.46
344.553 Commercial Blvd. Meters	150,000.00	150,000.00	12,500.00	19,905.91	1.59	75,000.00	98,781.29	1.32
344.554 Parking Meters - Beach	120,000.00	120,000.00	10,000.00	34,090.43	3.41	60,000.00	229,564.58	3.83
344.556 El Prado Parking Lot	300,000.00	300,000.00	25,000.00	42,106.24	1.68	150,000.00	183,589.38	1.22
344.558 Town Hall Parking Lot	10,000.00	10,000.00	833.33	4,226.10	5.07	5,000.00	10,530.32	2.11
344.559 El Mar Parking Lot	185,000.00	185,000.00	15,416.67	9,412.40	0.61	92,500.00	96,970.36	1.05
344.560 A1A Parking Lot	175,000.00	175,000.00	14,583.33	50,265.20	3.45	87,500.00	167,172.96	1.91
344.563 Bougainvillea/ Poinciana	60,000.00	60,000.00	5,000.00	20,957.85	4.19	30,000.00	83,321.19	2.78
344.564 Eastward Strand Parking Spaces	0.00	0.00	0.00	13,602.08	0.00	0.00	63,594.92	0.00
Charges for Services	1,595,000.00	1,595,000.00	129,166.67	256,585.10	1.99	820,000.00	1,290,139.76	1.57
Dept: 305.000 Fines & Forfeitures								
354.100 Parking Fines	75,000.00	75,000.00	6,250.00	11,840.00	1.89	37,500.00	39,047.00	1.04
Fines & Forfeitures	75,000.00	75,000.00	6,250.00	11,840.00	1.89	37,500.00	39,047.00	1.04
Dept: 306.000 Miscellaneous Revenues								
361.100 Interest Earnings	400.00	400.00	33.33	1,449.11	43.47	200.00	8,621.90	43.11
Miscellaneous Revenues	400.00	400.00	33.33	1,449.11	43.47	200.00	8,621.90	43.11
Revenues	2,426,324.00	2,426,324.00	135,450.00	269,874.21	1.99	857,700.00	1,340,829.66	1.56
Expenditures								
Dept: 545.000 Parking Operations								
500.120 Regular Salaries	106,574.29	106,574.29	12,297.03	8,282.90	0.67	51,237.64	52,662.56	1.03
500.140 Overtime Salaries	2,000.00	2,000.00	230.77	12.28	0.05	961.54	527.55	0.55
500.210 Employer FICA Taxes	9,640.00	9,640.00	1,112.31	612.32	0.55	4,634.62	3,998.89	0.86
500.220 Retirement	16,899.00	16,899.00	1,949.88	1,346.47	0.69	8,124.52	8,464.93	1.04
500.230 Group Insurance	27,185.00	27,185.00	2,114.38	2,102.69	0.99	14,498.75	14,508.74	1.00
500.315 Professional Services	0.00	0.00	0.00	1,500.00	0.00	0.00	1,500.00	0.00
500.345 Contractual Services	329,206.00	329,206.00	27,433.83	27,534.79	1.00	164,603.00	130,316.62	0.79
500.353 Parking Alternatives	201,000.00	201,000.00	16,750.00	51,025.54	3.05	100,500.00	108,111.51	1.08
500.410 Communications	8,316.00	8,316.00	693.00	79.98	0.12	4,158.00	1,971.13	0.47
500.430 Electric Service	4,158.00	4,158.00	0.00	359.11	0.00	4,158.00	1,767.97	0.43
500.431 Water Service	14,700.00	14,700.00	1,225.00	2,023.76	1.65	7,350.00	13,638.16	1.86
500.445 Equip Rent/Lease	21,871.00	21,871.00	1,822.58	0.00	0.00	10,935.50	0.00	0.00
500.461 Vehicle Maintenance	5,000.00	5,000.00	416.67	0.00	0.00	2,500.00	1,437.41	0.57
500.462 Fuel	500.00	500.00	500.00	0.00	0.00	500.00	99.34	0.20
500.463 Service Maintenance Contracts	30,850.00	30,850.00	0.00	1,500.00	0.00	15,425.00	13,260.00	0.86
500.497 Contingency	85,000.00	85,000.00	0.00	0.00	0.00	0.00	0.00	0.00
500.506 Printing & Binding	2,000.00	2,000.00	166.67	0.00	0.00	1,000.00	1,958.50	1.96
500.508 Postage	2,000.00	2,000.00	166.67	44.65	0.27	1,000.00	711.28	0.71
500.510 Office Supplies	1,000.00	1,000.00	83.33	0.00	0.00	500.00	103.81	0.21
500.525 Uniform Expense	1,665.00	1,665.00	138.75	0.00	0.00	832.50	396.24	0.48
500.532 Signs	3,500.00	3,500.00	291.67	300.00	1.03	1,750.00	3,499.69	2.00
500.533 Parking Meter Parts-Supplies	51,700.00	51,700.00	4,308.33	2,578.59	0.60	25,850.00	21,858.86	0.85
500.545 Training	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00	0.00
500.550 Operating Expenses	20,000.00	20,000.00	1,666.67	1,050.44	0.63	10,000.00	7,685.61	0.77
500.629 Capital Outlay - Design/Permit	50,000.00	50,000.00	4,166.67	7,835.00	1.88	25,000.00	16,280.50	0.65
500.630 Cap Outlay Imp other than bldg	1,200,000.00	1,200,000.00	0.00	0.00	0.00	1,200,000.00	302,749.70	0.25
500.640 Capital Outlay - Equipmt & Mach	211,060.00	211,060.00	17,588.33	0.00	0.00	105,530.00	203,712.00	1.93
500.644 Capital Outlay-Vehicles	18,000.00	18,000.00	1,500.00	0.00	0.00	9,000.00	0.00	0.00
Parking Operations	2,426,324.29	2,426,324.29	96,622.54	108,188.52	1.12	1,772,549.06	911,221.00	0.51
Expenditures	2,426,324.29	2,426,324.29	96,622.54	108,188.52	1.12	1,772,549.06	911,221.00	0.51

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of March 2019

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 3/31/2019	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	9,139,728.89	0.50%	3,759.24	20,595.27
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.50%	Included Above	Included Above
GENERAL FUND						11,639,728.89		3,759.24	20,595.27
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	169,198.76	2.65%	381.45	2,147.87
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	82,088.96	2.65%	185.08	1,042.08
GENERAL FUND						251,287.72		566.53	3,189.95
GENERAL FUND						11,891,016.61		4,325.77	23,785.22
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	12,862.15	0.50%	Included Above	Included Above
POLICE FUND						12,862.15		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,175,196.52	0.50%	367.20	2,550.96
SEWER FUND						1,175,196.52		367.20	2,550.96
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW	SunTrust	1,686,511.50	0.50%	549.29	2,287.24
FIRE FUND						1,686,511.50		549.29	2,287.24
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	3,726,908.67	0.50%	1,187.75	7,418.21
CAPITAL IMPROVEMENT FUND						3,726,908.67		1,187.75	7,418.21
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	4,519,523.88	0.50%	1,378.31	8,542.06
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	10,521.00	0.50%	3.35	13.97
PARKING FUND						4,530,044.88		1,381.66	8,556.03
ALL FUNDS						23,022,540.33		7,811.67	44,597.66

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of March 2019

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		22,771,252.61	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		251,287.72	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		23,022,540.33	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	11,891,016.61	52%
	Police Fund	12,862.15	0%
	Sewer Fund	1,175,196.52	5%
	Fire Fund	1,686,511.50	7%
	Capital Improvement Fund	3,726,908.67	16%
	Parking Fund	4,530,044.88	20%
GRAND TOTAL		23,022,540.33	100%

Summary by Bank/Pool		Amount	Percent
SunTrust		22,771,252.61	99%
Florida Prime/State Board of Admin.		251,287.72	1%
GRAND TOTAL		23,022,540.33	100%



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Bill Vance

Submitting Department: Administration

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title:

Town Manager Report

Explanation:

- Initiation of Bougainvillea Drive Parking and Transportation Improvements set to initiate May 20, 2019. Public Services Director and Town Manager and Contractors hosted an informational work-session for interested residents Tuesday May 7.
- Planning Palm Club Sewer Improvements (Design 2020, Construction 2021) has started and LBTS reps (TM and PSD) meeting with Palm Club residents via their HOA has been requested.
- Public Services Director and Town Manager are awaiting a scaled down Terra Mar stormwater improvements design proposal from Mathews Engineers. New plan would concentrate on draining areas that experience the most significant ponding/flooding. This plan was negotiated with inclusion of Broward County Stormwater Officials.
- Town Manager and Code Enforcement personnel continue to enhance related LBTS customer services techniques to first offer assistance to resolve code infractions prior to pursuing assistance from LBTS special magistrate. I have attached a copy of the courtesy notice as Exhibit 1.
- Town Manager met with City Manager of Ft. Lauderdale to request his assistance to renew a regionally beneficial hurricane debris staging area mutual assistance agreement. Such a regional opportunity was received well by Ft. Lauderdale's City Manager and accordingly I will be working with our Town Attorney to create an inter-local agreement in this regard (from LBTS to be directed to Ft. Lauderdale) for this Town Commission's consideration May 28.
- LBTSevents Moving to New URL/Domain - We have mentioned that the lbtsevents.com website has "outgrown" its name, with our adding visitor information on transportation, hotels and restaurants. We thought we were moving towards using a variation of "visitlbts," but the URL is not available and "visitlbtsfl" is not very user friendly nor inviting to the viewer.
- Our Marketing Committee has chosen "discoverLBTS.com," along with the hashtag #discoverlbts to give the first impression that their experience will be more than just a "visit," or to "see" We liked that "discover" "subliminally asks the viewer to find, uncover, realize, and learn more about our Town. All whom we have asked also think it is a more inviting name, and we hope you like it as well. We propose moving to the new URL the week of the 13th, and will do some blogging and social media around the change. We will also "redirect" from the old to the new pages, so cached and bookmarked pages will go directly to the relevant page.

- Debbie Hime, Special Projects Coordinator is planning an informal meeting with the West Plaza's businesses on Friday, May 17th from 9 -10 am to introduce me, and also have Linda Connors and Ken Rubach on hand to open discussions on better partnerships and future planning for the area. To best serve those in the West Business District, the meeting will be hosted Basil Thai & Sushi Restaurant in Sea Fan Plaza
- Town Clerk Tedra Allen has earned the designation of Certified Municipal Clerk, which is awarded by the International Institute of Municipal Clerks (IIMC), Inc. IIMC grants the CMC designation only to those municipal clerks who complete demanding education requirements; and who have a record of significant contributions to their local government, their community and state. We take immense pride in Tedra's educational accomplishments and achievement of this milestone.

Recommendation:

Approve/Accept

Attachments:

[CoverPage.pdf](#)

[Ex1 Courtesy Notice.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Bill Vance

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Recommendation:

Approve/Accept

Attachments:

[Ex1 Courtesy Notice.pdf](#)



LAUDERDALE-BY-THE-SEA

Development Services Department

4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308-3610
Telephone: (954) 640-4210 Email: code@lbts-fl.gov

Courtesy Notice

Sent To:

Case #:

Date:

12/11/2018 12:00:00 AM

SEA, FL 33062

Dear

Lauderdale-By-The-Sea's most valuable assets are its residents, neighborhoods and businesses. A community of well-maintained properties can enhance these assets by maintaining property values, increasing civic pride, and improving our overall quality of life.

Recognizing the importance of protecting the Town's home and business environment, the Town Commission adopted codes regarding the use and maintenance of private property. On December 11, 2018, we observed one or more items on your property at _____ that are not compliant with the Town Codes, as listed on the following page.

This is a **courtesy notice**. Please correct the item(s) listed on the following page by January 10, 2019 and then contact the Code Compliance Department at (954) 640-4210 so we can check the property for compliance. If the item(s) is/are not corrected by January 10, 2019, further code compliance action may be taken.

If you have any questions, need to request additional time to correct the items, or would like more information about this **courtesy notice**, please contact me directly and I will be happy to assist you. I may be reached at 954-640-4216 or RHarrison@cgasolutions.com.

Thank you in advance for your voluntary compliance and your efforts to maintain the standards of Lauderdale-By-The-Sea. We appreciate your cooperation.

Robert Harrison

Code Compliance Inspector



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

April 23, 2019 Town Commission Meeting Minutes

Explanation:

Recommendation:

Approve/Accept

Attachments:

[CoverPage.pdf](#)

[042319 LBTS Commission 1st draft minutes.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

April 23, 2019 Town Commission Meeting Minutes

Explanation:

Recommendation:

Approve/Accept

Attachments:

[042319 LBTS Commission 1st draft minutes.pdf](#)

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
REGULAR MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, April 23, 2019
6:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Vincent called the meeting to order at 6:32 p.m. Also present were Vice Mayor Elliot Sokolow, Commissioner Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Randy Strauss, Town Manager Bill Vance, Deputy Town Manager Tony Bryan, Town Attorney Susan L. Trevarthen, Municipal Services Director Ken Rubach, Development Services Director Linda Connors, Special Projects Coordinator Debbie Hime, Public Information Officer Steve d’Oliveira, and Town Clerk Tedra Allen.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Reverend George Hunsaker gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Phyllis Lee, resident, explained that she had received a letter from the Town stating she may no longer rent out her single-family property for a period of fewer than 90 days. Upon further research, she noted that Section 30-242 of the Ordinance overseeing rentals is related to regulations for the redevelopment of existing lots 60 ft. or less in width in the RM-25 zoning district south of Pine Avenue. She pointed out that the house has never gone through redevelopment, and did not believe the Ordinance applied to her property for this reason.

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

7. PUBLIC SAFETY DISCUSSION

7.a AMR March Report

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

8. TOWN MANAGER REPORT

8.a The Chamber of Commerce has submitted the 2019 first quarter report for the management of the Visitor Center

It was noted that the number of diving inquiries received by the Visitor Center has increased significantly during the current month and quarter. Many of these inquiries have resulted in hotel bookings for summer 2019.

8.b Town Manager Report

Town Manager Bill Vance submitted a written report.

Mayor Vincent requested additional information regarding turtle lighting provided by Florida Power and Light (FPL). Town Manager Vance advised that Staff has isolated the individuals at FPL with whom the Town will coordinate to replace the infrastructure used to soften the new LED lighting. Additional improvements will be necessary on El Mar Drive.

Mayor Vincent continued that the Town is working with the Broward Sheriff's Office (BSO) to develop a protocol for "Code Red" incidents. Town Manager Vance recalled that the previous week, it was believed that a criminal suspect may have been in a Lauderdale-By-The-Sea neighborhood. He is working toward enhanced communication between agencies and the Town. Town Manager Vance will also meet with the Fort Lauderdale City Manager to discuss this issue further.

Commissioner Oldaker commended Town Manager Vance and Municipal Services Director Ken Rubach for setting up meetings related to hurricane preparedness.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen reported that at least one bill in the Florida Legislature addressing local ability to regulate the use of plastic straws has been changed, which was a success for home rule. Other bills addressing this issue, however, are still under consideration. The legislative session ends the first week of May 2019. The Town has gone through first reading of an Ordinance that would have regulated the use of plastic straws in Lauderdale-By-The-Sea.

Mayor Vincent recalled that the proposed Ordinance had been tabled until the Town has determined whether or not the State Legislature planned to take action. He was not certain it was in the Town's best interest to bring the Ordinance back for second reading at this time, instead proposing that the Town address the issue by Resolution. He characterized this as a more informational and educational approach without the implementation of fines.

The Commissioners agreed by consensus to direct Staff to draft a Resolution addressing the use of plastic straws to be presented at a future meeting.

10. APPROVAL OF MINUTES

10.a April 9, 2019 Town Commission Meeting Minutes

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

11. CONSENT AGENDA

Items 11b and 11c were pulled for additional discussion.

11.a 2019 Amendments to the Interlocal Agreements between Broward County and the Town of Lauderdale-By-The-Sea Providing for Division and Distribution of the Proceeds of:

- 1) Additional Three-Cent Local Gas Tax Option on Motor Fuel Ordinance, and**

2) Fifth Cent Additional Local Option Gas Tax on Motor Fuel for Transit

11.b Special Event Application – 2019 4th of July Celebration

Commissioner Oldaker thanked Staff for their planning toward this annual event.

Vice Mayor Sokolow made a motion, seconded by Commissioner Oldaker, to approve Item 11b. Motion carried 5-0.

11.c FY 20-23 Broward County Transit Interlocal Agreement

Commissioner Strauss advised that he had been asked to look into what the new bus service agreement would provide. Special Projects Coordinator Debbie Hime advised that there are three aspects of bus service on tonight's Agenda: one involving the interlocal agreement, one regarding changes to the route, and one that will allow the Town to "piggyback" on an existing contract.

Broward County Transit (BCT) is preparing a new interlocal agreement (ILA) to present to the Town, and has asked if the Town would like to address any issues that might exist in the current ILA. This Consent Agenda Item ensures that bus service will be paid for using revenue from the Broward County transportation surtax. In addition, the Town spends another \$10,000 to \$15,000 on related services, such as the Pelican Hopper app. She requested that the Commission consider adding language to the contract that would ensure BCT pays for expenses of this nature as well as revenue hours for the bus.

Commissioner Strauss made a motion, seconded by Commissioner Oldaker, to approve Item 11c. Motion carried 5-0.

11.d Pressure Washing Services Contract

Commissioner Malkoon made a motion, seconded by Vice Mayor Sokolow, to approve Items 11a and 11d. Motion carried 5-0.

12. OLD BUSINESS

None.

13. NEW BUSINESS

None.

14. COMMISSIONER COMMENTS

Commissioner Oldaker recalled that the recent Easter Egg Hunt and Easter sunrise service were both successful and well-attended with perfect weather. He thanked the Staff and Volunteer Fire Department (VFD) members who helped make the event a success.

Commissioners Strauss and Malkoon also recognized Staff for their work on recent local events, and thanked the Chamber of Commerce for the recent fish fry.

Mayor Vincent provided a brief update on the earlier discussion of a Resolution addressing the use of plastic straws in Lauderdale-By-The-Sea for residents who had not been present for the conversation.

Mayor Vincent advised that a funeral mass will be held for former Town Commissioner and volunteer Firefighter Jim Pollock on Sunday, April 28, 2019 at the Community Presbyterian Church. A trust fund has been established for Mr. Pollock's son. For more information, residents are encouraged to call the Fire Department at (954) 553-0289.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

16.a Ordinance 2019-04 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 8, “FIRE PREVENTION AND PROTECTION,” ARTICLE I “IN GENERAL” OF THE CODE OF ORDINANCES TO ADOPT THE FLORIDA FIRE PREVENTION CODE (NFPA 1) AND (NFPA 101) AS THE FIRE CODE FOR THE TOWN AND TO ESTABLISH FEES FOR FIRE INSPECTION AND REVIEW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

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

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

17. RESOLUTIONS – PUBLIC COMMENTS

17.a Resolution 2019-08 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A GRANT APPLICATION FOR FUNDS AVAILABLE THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANTS PROGRAM THROUGH BROWARD COUNTY FOR THE FISCAL YEAR 2019/2020; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

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

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

17.b Resolution 2019-09 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK AGREEMENT WITH SOCIALARCHIVE, INC., TO PROVIDE SOFTWARE TO ARCHIVE SOCIAL MEDIA ACCOUNTS, UTILIZING THE TOWN OF DAVIE AGREEMENT NO. AS-18-33; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

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

Special Projects Coordinator Hime explained that SocialArchive, Inc. would archive the Town's social media accounts and comments made there, as well as Google accounts for places and businesses where comments may be left. Because the price offered the Town was the same as the price charged to the Town of Davie, Staff agreed it was best to piggyback onto Davie's contract rather than issuing an RFP.

Commissioner Oldaker requested clarification of how costs would be assessed. Special Projects Coordinator Hime advised that SocialArchive, Inc. agreed to pro-rate the contract

through the remainder of the current fiscal year for \$2620, with the regular rate to be charged thereafter for a total of \$16,984.

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

17.c Resolution 2019-10 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE SEA, FLORIDA, APPROVING AND AUTHORIZING A PIGGYBACK AGREEMENT CONTRACT WITH LIMOUSINES OF SOUTH FLORIDA, INC. (“LSF”) TO PROVIDE TRANSPORTATION SERVICES TO THE TOWN, UTILIZING THE CITY OF LAUDERDALE LAKES AGREEMENT NO. 19-3410-04R; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

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

Special Projects Coordinator Hime stated that the Town will piggyback on the city of Lauderdale Lakes contract for the Pelican Hopper through beginning May 1, 2019 with the option to renew for additional one-year terms for three years. Special Projects Coordinator Hime has worked closely with Broward County Transit (BCT) to ensure that piggybacked contracts in the future follow the necessary recommendations. This contract will provide the Town with shuttle service at a rate of \$44/hour. In fiscal year (FY) 2020, the Broward County transportation surtax will pay for this bus service. The cost will be \$4100 between May 1, 2019 and September 30, 2019, which will be brought forward in the future as a budget adjustment.

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

17.d Resolution 2019-11 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR COMMUNITY BUS SERVICE THAT PROVIDES FOR ROUTE ADJUSTMENTS TO EXISTING BUS SERVICE WITHIN THE TOWN; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

At this time Mayor Vincent opened public comment.

Brian McSweeney, resident, stated that notice for a public meeting on this Item provides specific information regarding a route from Sea Ranch Village Shopping Center, which will continue south on A1A rather than Washingtonia Avenue. He did not believe this specification was correct. Mr. McSweeney continued that the route from Bougainvillea Drive south of Commercial Boulevard includes two stops on Broward County Transit's (BCT) 55 bus route. He recommended adding a Pelican Hopper stop at one of the intersections between the two BCT stops.

Mr. McSweeney concluded that the elimination of a stop at Holy Cross Hospital on Saturdays was not a good idea, as there is significant ridership to this area on the weekend in order to connect with BCT's 10 bus. He cautioned against limiting service connecting to Federal Highway on Saturdays.

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

Special Projects Coordinator Hime introduced Jacque-Ann Isaacs, Community Transit Officer for BCT. She recalled that there have been three public meetings on the proposed changes to community bus service, beginning in May 2018. BCT provides multiple options for local transportation: regular County buses, Broward County Transportation Options (TOPS), and local community shuttles. Lauderdale-By-The-Sea's community shuttle services are provided in collaboration between BCT, Limousines of South Florida (LSF), and the Town itself.

In 2017, there were ongoing issues with the bus providing Pelican Hopper service, which took a toll on ridership. Both the vehicle's lifespan and mileage have exceeded its expected useful life. The scope of work for this service was examined, including accessibility, number of hours of operation, field evaluations, holiday hours, review of several stops, and public involvement. Route adjustments were also evaluated in light of construction and special events.

Six months' worth of community shuttle service data was sent to BCT for analysis. Public outreach included surveys and two additional public meetings prior to tonight's meeting. On March 26, 2019, a meeting was held to discuss the new route. Its priorities included safety, public input, accessibility, and cost.

Once the route is approved by the Commission, BCT will also review the approved route, including stop times and headways. A new schedule and map are then created. The Town will develop its own individual app for tracking of the community bus. Information on the

app will also be available via phone. Signs will be placed at bus stops within the Town, with brochures available at these stops. Town branding for Lauderdale-By-The-Sea Route 1262 will also be included on the buses and at BCT stops. The new shuttle buses are proposed to arrive in the fall and will be propane-powered.

Special Projects Coordinator Hime continued that community shuttle service will be very similar to what currently exists, with hours of operation between 9 a.m. and 5:25 p.m. on weekdays. On Friday and Saturday nights, service will end at 9 p.m., while service on Sundays will begin at 9 a.m. and end at 5:25 p.m.

The Town receives County funding in the amount of \$15/hour. This amount is based on the average hours of operation, which must be at least 7.2 hours/day. The Town's community shuttle currently provides 10.1 hours/day.

Special Projects Coordinator Hime advised that there are 13 general adjustments for the community bus:

- Daytime route hours will be adjusted to reflect the new route
- The bus will run the entire length of El Mar Drive up to Pine Avenue in order to better serve the Town's lodging partners
- Friday night music event creates a seven-month minor adjustment for the shuttle: because it cannot travel down El Mar Drive from Commercial Boulevard, it will go west on Commercial Boulevard, north on A1A, and return to the El Prado parking lot
- BCT will no longer allow "wave-and-ride" service in the future, and drivers may only open doors at designated stops
- The bus will no longer access the Bel Air and Terra Mar neighborhoods, but will extend the route up to SE 12 Street in Pompano Beach, where it will meet Pompano's Green Route
- Service across the bridge to Holy Cross Hospital will no longer be provided on Saturdays
- Buses will operate until 9 p.m. on Friday and Saturday nights and will run only during the day on Sunday
- Saturday and Sunday routes will begin at 9 a.m. at Publix
- The bus will travel up Pine Avenue East and turn southbound onto A1A after leaving Publix and will connect with other buses in Pompano Beach

Special Projects Coordinator Hime advised that materials will be placed on the back of the bus to inform riders that wave-and-ride service is no longer provided. She reviewed three of the five bus routes, including the weekday, weekend, and Friday night routes.

John McInerny, resident of Fort Lauderdale, suggested that Saturday service to Holy Cross Hospital be retained. Special Projects Coordinator Hime advised that BCT could be asked to reevaluate weekend ridership numbers for this route.

Mayor Vincent stated that he felt the concerns regarding the limited number of stops between Sea Ranch Lakes and Commercial Boulevard, as well as concerns regarding service to Holy Cross Hospital on Saturdays, to be valid and to warrant a closer look. Special Projects Coordinator Hime recalled that data showed access over the bridge was typically for shopping rather than access to medical appointments.

Jacque-Ann Isaacs, BCT's Community Transit Officer, advised that she did not have any ridership information on hand for tonight's meeting, but will look into this information further if that is the desire of the Town.

Mayor Vincent asked if there was a reason service to Holy Cross Hospital should not be provided on Saturdays. Special Projects Coordinator Hime clarified that this extension was eliminated because ridership did not seem sufficient to warrant it.

Commissioner Strauss stated that a resident reached out to him with a concern regarding Saturday access to Holy Cross Hospital for physical therapy and similar needs. He added that access to the hospital also provides access to a bank and other needs in the area. Mayor Vincent recommended that this segment be added back to the route and monitored for ridership in the future.

Commissioner Malkoon observed that most of the community shuttle route north of Commercial Boulevard has been changed due to low ridership. Special Projects Coordinator Hime advised that there was only negligible ridership in the Terra Mar and Bel Air neighborhoods. She also pointed out that continuing shuttle service there would require the construction of bus stops within those neighborhoods. It is also hoped that shuttle service can operate with no more than one hour's headway per cycle. The addition of the link to Pompano Beach's Green Route will also provide an important connection between community buses.

Special Projects Coordinator Hime emphasized that none of the changes discussed tonight would take effect until the ILA has been signed. Staff will inform the Commission when this step is complete. Until the new route has been approved, wave-and-ride service will still be provided and the route will remain the same.

The following changes to the proposed service were determined:

- Saturday service to Holy Cross Hospital will be retained
- An additional stop will need to be identified on Bougainvillea Drive or Datura Avenue south of Commercial Boulevard
- Staff will monitor ridership numbers in order to prevent jeopardizing the Town's funding

Vice Mayor Sokolow made a motion, duly seconded, to adopt the Resolution as modified. Motion carried 5-0.

18. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Trevarthen explained the procedures for the hearing of quasi-judicial items, and the Commissioners disclosed any ex parte communications on the Items. Individuals wishing to speak on the Items were sworn in at this time.

18.a Request for Site Plan (2019-SP-01) approval to develop an eight (8) dwelling unit multi-family residential building at 4433 Poinciana Street

Development Services Director Linda Connors explained that this development, known as Bonnet-By-The-Sea, is a three-story eight-unit residential building with 14 parking spaces. The project received Site Plan Review and approval by the Commission in November 2017.

One of the requirements of the development order was that the Applicant secure a building permit within 12 months. The Site Plan has since expired and no permit has been secured thus far. An applicant may not receive an extension once the Site Plan has expired. The Applicant has reapplied for their Site Plan. The only changes made to the Site Plan are the incorporation of comments and conditions required by the Town Commission when the prior Site Plan was approved. The Planning and Zoning Board unanimously recommended approval of the Site Plan.

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

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

19. ADJOURNMENT

Lauderdale-By-The-Sea
Regular Town Commission Meeting
April 23, 2019

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

Mayor Chris Vincent

ATTEST:

Town Clerk Tedra Allen, CMC

Date



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tony Bryan

Submitting Department: Administration

Item Type: Finance

Agenda Section: CONSENT AGENDA

Subject Title:

PayByPhone Transaction Fee

Explanation:

The Town first started offering visitors the option of using their phones to pay for parking in 2011. At that time, we piggybacked the City of Fort Lauderdale's contract with Verrus Mobile Technologies (PayByPhone). In 2015 the Town Commission authorized a piggyback agreement based on the City of Miami's contract with PayByPhone.

Staff recommended Option 1 – PayByPhone fee paid by LBTS including text, which results in a fee of \$0.22 per transaction.

According to data from the Town's paystations during the 12 months ended March 2019, the Town's gross revenue from PayByPhone transactions was \$693,764 (or an average of \$57,814 per month) and the Town paid transaction fees to PayByPhone totaling \$54,345 (or an average of \$4,529 per month). During the same period the average PayByPhone transaction was \$2.81 (gross) and PayByPhone accounted for approximately 32% of the Town's parking revenue (excluding cash from single space meters).

In 2015, the staff recommendation for the Town to pay the PayByPhone transaction fee was based in large part on the desire to increase utilization. Now that PayByPhone accounts for upwards of 30% of the Town's parking revenue we propose to that the Commission reconsider this decision and transfer the transaction fee to the consumers. It should be noted that currently, Lauderdale By-The-Sea and the Miami Parking Authority are the PayByPhone's only municipal clients in the state of Florida that absorb the transaction fee; all the other municipal clients pass the fee onto the user.

Recommendation:

Attachments:

[CoverPage - Paybyphone Transaction fee.docx](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tony Bryan

Submitting Department: Administration

Item Type: Finance

Agenda Section: CONSENT AGENDA

Subject Title:

PayByPhone Transaction Fee

Background: The Town first started offering visitors the option of using their phones to pay for parking in 2011. At that time, we piggybacked the City of Fort Lauderdale's contract with Verrus Mobile Technologies (PayByPhone). In 2015 the Town Commission authorized a piggyback agreement based on the City of Miami's contract with PayByPhone. The City of Miami contract offers three pricing options as follows:

Table 1 - City of Miami Pricing Options

	Pricing Tier 1	Pricing Tier 2	Pricing Tier 3
3 pricing options	The first 99,999 transactions/month will be charged at:	The next 150k transactions/month will be charged at:	All transactions over 250k /month will be charged at:
Option 1 - PBP fee paid by MPA excl text	\$ 0.170	\$ 0.153	\$ 0.138
Option 1 - PBP fee paid by MPA incl text	\$ 0.220	\$ 0.203	\$ 0.188
Option 2 - PBP fee paid by MPA	\$ 0.200	\$ 0.18	\$ 0.16
Option 2: Non-resident consumer pays text	\$ 0.10	\$ 0.10	\$ 0.10
Option 3 - PBP (convenience) fee paid by consumer	\$0.27		

Staff recommended Option 1 – PayByPhone fee paid by LBTS including text, which results in a fee of \$0.22 per transaction.

According to data from the Town's paystations during the 12 months ended March 2019, the Town's gross revenue from PayByPhone transactions was \$693,764 (or an average of \$57,814 per month) and the Town paid transaction fees to PayByPhone totaling \$54,345 (or an average of \$4,529 per month). During the same period the average PayByPhone transaction was \$2.81 (gross) and PayByPhone accounted for approximately 32% of the Town's parking revenue (excluding cash from single space meters).

Explanation:

In 2015, the staff recommendation for the Town to pay the PayByPhone transaction fee was based in large part on the desire to increase utilization. Now that PayByPhone accounts for upwards of 30% of the Town's parking revenue we propose to that the Commission reconsider this decision and transfer the transaction fee to the consumers. It should be noted that currently, Lauderdale By-The-Sea and the Miami Parking Authority are the PayByPhone's only municipal clients in the state of Florida that absorb the transaction fee; all the other municipal clients pass the fee onto the user.

Recommendation:

1. Authorize staff to modify the PayByPhone configuration to use pricing Option 3 – PayByPhone convenience fee of \$0.27 per transaction paid by consumer.



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tony Bryan

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Authorization to Purchase Two Global Metro Multi-Space Paystations

Explanation:

The FY 2018-19 budget included \$151,060 to purchase the 14 Global Metro Multi-Space Paystations at an estimated cost of \$10,790 each to replace the older Digital Paystations that were being used in certain locations throughout Town. At the October 9, 2018 meeting, the Town Commission authorized the purchase as a Sole Source Procurement and Town staff ordered and installed 14 Global Metro Multi-Space Paystations at a cost of \$146,160.

Since the Eastward Strand spaces are not available to the public, we plan to relocate the paystation that is currently at the Eastward Strand to a location behind Town Hall and we propose to purchase two more paystations; one for the front of Town Hall and one to keep as a spare. We received a quote of \$21,080 for the two pay stations (See Exhibit 1). The cost components are as follows: \$9,500 each for the hardware, \$500 each for concrete base pads, and \$540 each for the annual subscription to the Ezicom Central Management System. We propose to treat the procurement as a Sole Source Procurement similar to what was done in October and we propose to fund the purchase with a budgetary transfer of \$20,000 from the Parking Fund Contingency Account which currently has a balance of \$85,000.

Recommendation:

1. Authorize the purchase of two Global Metro Multi-Space Paystations at a cost of \$10,440 each as a Sole Source Procurement.
2. Authorize a budgetary transfer of \$20,000 from the Parking Fund Contingency Account to the Parking Fund Capital Outlay – Equipment & Machinery Account (310-545.000-500.640).

Attachments:

[CoverPage.pdf](#)

[Exhibit 1 - Price Quote for Two Paystations 04.01.2019.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tony Bryan

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

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Attachments:

[Exhibit 1 - Price Quote for Two Paystations 04.01.2019.pdf](#)



Customer: **Town of Lauderdale-By-The-Sea, Florida**

Contact: Bud Bentley / Leroy Chasmer

Valid until: 1-Apr-19

Reference: LBTS-04012019#1

Basis: **QUOTE - Initial capital, delivery, installation & first year operating costs**

Item	Description	Quantity	Unit	Extended
1a	METRO Pay Station; Solid Top with AC Power Supply; GPRS/3G modem; coin, bill and credit card payment options; 43 button Pay-by-Plate keypad; ADA UI; 2 coin boxes, 2 bill cassettes** (500 note capacity); Electronic locks and iButton keys; batteries; fully configured and tested; 2-year warranty included.	0	\$ 9,500.00	\$ -
1b	METRO Pay Station; 10W Solar Top; GPRS/3G modem; coin, bill and credit card payment options; 43 button Pay-by-Plate keypad; ADA UI; 2 coin boxes, 2 bill cassettes** (500 note capacity); Electronic locks and iButton keys; batteries; fully configured and tested; 2-year warranty included.	2	\$ 9,500.00	\$ 19,000.00
2	**UPGRADE to accommodate 1000 note capacity bill cassette/stacker @ \$500 each - INCLUDED	2	\$ -	\$ -
3	Additional bill cassette, 1000 note capacity.	0	\$ 250.00	\$ -
4	Installation to pre-prepared concrete base/pad; Expedited delivery (4-5 weeks from order).	2	\$ 500.00	\$ 1,000.00
5	Standard manufacture and delivery (sea freight) to Lauderdale-by-the-Sea - INCLUDED	2	\$ -	\$ -
6	Ezicom Central Management System and Back Office, Reports, GPRS data, on-line credit card authorization (includes 1k cc auths per device per month). Excess transactions invoiced at \$60 per 1k transactions or part thereof/meter/month. (\$540 per meter per year).	2	\$ 540.00	\$ 1,080.00
7	Price shown excludes sales tax, if applicable.		TOTAL	\$ 21,080.00

Prepared by:

Michael Kavur, President

Global Parking Solutions USA

200 West Washington Square, Suite 200

Philadelphia, PA 19106

Tel: 215-399-1475

Pricing Clarification Notes:



Pricing based on City of Fort Lauderdale Contract #: 524-10918.

Prices subject to change unless paid in advance.

Extended On-Site Maintenance/Software Support: The \$240 fee allows for 2 hours of on-site maintenance labor and software support per meter per year.

Extended Parts Warranty: Offered at \$450 per meter per year. See detail of included items below.

Ezicom Central Management System, Reports, GPRS data, on-line credit card authorization (includes 1k cc auths per device per month).

Excess transactions invoiced at \$60 per 1k transactions or part thereof/meter/month. (\$540 per meter per year).

Installation and civil work costs: The meter pricing includes installation costs to a flat prepared concrete surface. If concrete works to create a 2' x 2' x 2' concrete pad are needed, we can offer this at \$1,200 per pad.

Extended Parts Warranty

An Extended Warranty (EW) for year 3-7 is offered. EW covers all major electronic components but excludes batteries and consumable items. The warranty extension is contingent upon; 1) warranty payments (if any) are current; 2) the equipment is not abused or damaged in any way and maintained according to the manufacturer's requirements; 3) only GPS supplied or approved consumable items such as receipt paper are used AND 4) routine preventative maintenance has been performed and documented for the life of the machine.

Warranty extension allows for supply of parts, exchange and/or replacement and excludes on-site labor. Acts of vandalism, abuse, neglect or force majeure are not covered.

Replacement/exchange parts are supplied ex-works (West Palm Beach, FL or Philadelphia, PA) or other location as may be required. Any freight and/or delivery costs are the responsibility of the Customer.



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tony Bryan

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Health Insurance Agent on Record

Explanation:

In 2011 the Town appointed Sapoznik Insurance & Associates as the Town's exclusive Agent of Record for the Town's employee benefit program utilizing the terms and conditions of the City of North Miami's agreement. The initial term of the agreement ran through January 31, 2014 and the agreement had the option for five additional one-year renewals if both parties agreed. The Town has been pleased with the quality of service we have received both in terms of working with staff to come up with cost-effective health insurance solutions for the Town's employees and their families as well as advocating on behalf of employees when there are issues with providers and / or carriers; so we have utilized all of the available renewal options.

As a "small group" (i.e., less than 50 covered employees) the Town's the medical plans and rates are filed with the State. They are non-negotiable and include standard commissions which cannot be changed or removed and remain the same regardless of broker or even if the Town were to go directly to the carriers ourselves and not benefit from any broker services.

Contracting with an insurance broker may be exempted from a competitive process under Section IV.D. – Professional Services, of the Town Purchasing Manual. The Town Manager has the authority, under the Town Purchasing Manual, to exempt contracts for professional services in amounts up to \$15,000. However, because the value of this contract is over \$15,000, in order to exempt this contract from the Town Purchasing Manual requirements, the Town Commission must make a finding that this procurement is in the best interest of the Town.

Recommendation:

1. We recommend that the Town Commission make a determination that it is the best interest of the Town to contract with Sapoznik Insurance & Associates as the Town's exclusive Agent of Record for the Town's employee benefit program and waive the requirements for a formal competitive selection
2. Authorize the Town Manager to execute and Exclusive Agent of Record Agreement with Sapoznik Insurance & Associates for a term of five years with five one-year renewal options after it has been approved as to form by the Town Attorney.

Attachments:



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tony Bryan

Submitting Department: Administration

Item Type: Consent

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As a "small group" (i.e., less than 50 covered employees) the Town's the medical plans and rates are filed with the State. They are non-negotiable and include standard commissions which cannot be changed or removed and remain the same regardless of broker or even if the Town were to go directly to the carriers ourselves and not benefit from any broker services.

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Attachments:



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tony Bryan

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Payment to Town Manager Upon Separation

Explanation:

Recommendation:

Commission approval of the final payment to former Town Manager Bud Bentley in the amount of \$25,958.75

Attachments:

[coverpage.pdf](#)

[Exhibit 1 Town Manager Employment Agreement - Bud Bentley.pdf](#)

[Exhibit 2 Personnel Policies Manual.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tony Bryan

Submitting Department: Administration

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Payment to Town Manager Upon Separation

Explanation:

Bud Bentley's last day of employment with the Town was April 25, 2019. Section 2.5 of Mr. Bentley's employment agreement dated April 26, 2016 states:

Notwithstanding any other provision of this Agreement, and regardless of the reason for Employee's separation from the Town's employ, the Town shall pay Employee upon his separation from the Town any and all earned but unpaid salary and benefits according to the policy and procedure outlined in the Town Personnel Policies Manual, and this Agreement.

The Town Commission shall review and approve the accuracy of the amount of all payments required to be made to Employee upon his separation from the Town's employ, prior to payment. Payment shall be made within 30 days of the effective date of the separation.

Consequently, we are providing the calculation of the final amount due to Mr. Bentley to the Town Commission for approval. April 25th is the middle of a pay period so the final payments are prorated as appropriate.

1. As noted above, Mr. Bentley's last day of employment was April 25, 2019. On April 26, he was paid for the two weeks ended Friday, April 19. Therefore, Mr. Bentley is still owed salary for 4 days (i.e., April 22 through April 25). The pro-rated value is **\$2,881.24**¹ (including a pro-rated amount for waiving the Town's health insurance)².

2. Section VI. B. 2. g. of the Town's Personnel Policies Manual states, in relevant part, that

An employee who is separated from Town employment, for any reason except for cause or resignation not in good standing, shall receive payment for his or her accrued vacation leave at the time of his/her

¹ $(\$173,134 + ((\$1,457.54 + \$16.07) * 12 * 0.8)) / 26 / 10 * 4$

² Mr. Bentley's contract provides that if he waives the Town's health insurance, then 80% of the cost of the employee and spouse premiums shall be paid as deferred compensation or salary. Mr. Bentley opted to have the additional amount paid as salary.

³ $6.1587 / 10 * 4$

⁴ $\$173,134 / 2,080 * 91.63$

termination. Employees who are terminated for cause or resign not in good standing forfeit their accrued vacation time.

As of April 19, 2019, the balance of Mr. Bentley's accrued vacation was 121.17 hours. His pro-rated accrual for the period April 22 through his last day of employment was 2.46³ hours. Mr. Bentley utilized 32 hours of vacation during the last 4 days of his employment, therefore he has an ending balance 91.63 hours of accumulated vacation as of April 25. The value of the unused vacation is **\$7,627.05**⁴.

3. Section 5.3 B. of Mr. Bentley's employment agreement states, "... At termination, the Employee shall be paid 89.9 hours of sick leave, which is equivalent to 25% of his sick leave balance on April 16, 2016 ..." The value of Mr. Bentley's sick leave is **\$7,483.05**⁵.

4. Section 5.4 B. (b) of Mr. Bentley's employment agreement provides that the Town will contribute \$384.62 bi-weekly to a deferred compensation plan for his benefit. The pro-rated value of the deferred compensation is **\$153.85**⁶.

5. Section 5.4 B. (c) of Mr. Bentley's employment agreement provides that the Town will provide a \$46 bi-weekly communication allowance. The pro-rated value of the communication allowance is **\$18.40**⁷.

6. The Florida Retirement System (FRS) employer contribution rate for Senior Management Service Class employees for the period July 1, 2018 through June 30, 2019 is 24.06%. Non-recurring bonuses and lump sum sick leave payments are not covered for retirement purposes. Mr. Bentley's salary (including retroactive adjustments discussed in paragraph #7, #8, and #10, below) and vacation payout are covered for retirement purposes. Therefore, the required Town contribution to FRS associated with Mr. Bentley's final payout is **\$2,596.08**⁸.

Additionally, during an internal review of Mr. Bentley's compensation during the current fiscal year, we identified a number of unresolved errors as follows:

7. On November 13, the Town Commission increased Mr. Bentley's salary to \$173,134, retroactive to October 1, 2018. It was mistakenly entered on the Personnel Action (PSCN) form as \$173,174 and that amount was carried forward to the payroll system. The value of the adjustment is **(\$22.31)**⁹.

8. Mr. Bentley's contract provides that if he waives the Town's health insurance, then 80% of the cost of the employee and spouse premiums shall be paid as deferred compensation or salary. Town staff mistakenly used the premium for the higher cost dental option (\$20.10 per month) rather than the basic dental option (\$16.07 per month) to calculate the additional payment to Mr. Bentley for waiving the Town's health insurance. The established practice has been to calculate the additional payment using the premium for the basic dental option. The value of the adjustment is **(\$17.86)**¹⁰. Additionally, FY18 medical and dental premiums were used to calculate Mr. Bentley's additional salary for the first two pay periods in FY19, instead of the FY19 rates. The value of the adjustment is **\$75.09**¹¹.

⁵ \$173,134 / 2,080 * 89.9

⁶ \$384.62 / 10 * 4

⁷ \$46 / 10 * 4

⁸ (\$2,881.24 + \$7,627.05 - \$22.31 - \$17.86 + \$75.09 + \$246.83) * 0.2406

⁹ -\$40 / 26 * 14.5

¹⁰ (\$16.07 - \$20.10) * 12 * 0.8 / 26 * 12

¹¹ (\$1,457.54 + \$16.07 - \$1,353.02 - \$18.90) * 12 * 0.8 / 26 * 2

9. On November 13, 2018 the Town Commission approved a one-time lump sum bonus of **\$3,266** for Mr. Bentley. That bonus was never paid.

10. Section VI. B. 2. g. of the Town's Personnel Policies Manual provides,

An employee may cash in up to 50% of the normal vacation leave accrued each calendar year after meeting the minimum vacation use requirement provided that funds are available in his or her department's budget to cover the cost. Payment for cashed in vacation leave shall be paid at the base salary rate, excluding any incentive pay or payment for serving in an acting capacity or out of class capacity.

On August 30, 2018, Mr. Bentley requested payment for 100 hours of accrued vacation leave (which represents 50% of his annual vacation accrual) prior to December 31. On October 26, 2018, Mr. Bentley was paid for 100 hours of vacation at his base rate (i.e., based on an annual salary of \$168,000). As noted herein, at the November 13, 2018 meeting, the Town Commission increased the Town Manager's salary to \$173,134 retroactive to October 1, 2018. The retroactive increase was not applied to the vacation payout. The value of the adjustment is **\$246.83**¹².

¹² $((\$173,134/\$168,000)-1) * (\$168,000/2,080*100)$

To summarize, the final amount due to Mr. Bentley, including applicable payroll taxes, is **\$25,958.75** as follows:

Table 1

Index	Description	Amount
1	Salary	\$ 2,881.24
2	Vacation	7,627.05
3	Sick Leave	7,483.05
4	Deferred Comp	153.85
5	Communication	18.40
6	FRS	2,596.08
7	PSCN Adjustment	(22.31)
8a	Health Insurance Adjustment 1	(17.86)
8b	Health Insurance Adjustment 2	75.09
9	Bonus	3,266.00
10	Retro-active adjustment to vacation payout	246.83
	FICA	1,651.33
	Total	\$ 25,958.75

¹² $((\$173,134/\$168,000)-1) * (\$168,000/2,080*100)$

Recommendation:

Commission approval of the final payment to former Town Manager Bud Bentley in the amount of \$25,958.75

Attachments:

1. Town Manager Employment Agreement dated April 26, 2016.
2. Town of Lauderdale-By-The-Sea Personnel Policies Manual dated March 27, 2018.

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the 26th day of April, 2016, between the Town of Lauderdale-By-The-Sea (the "Town") and Ralph "Bud" Bentley (the "Employee").

BACKGROUND

The Town currently employs Employee as Assistant Town Manager and wishes to employ Employee in the position of Town Manager, and Employee wishes to be employed as Town Manager under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and Employee agree to the following:

SECTION 1. DUTIES AND QUALIFICATIONS

- 1.1 **Qualifications:** The Town Commission hereby finds that the Town Manager satisfies the educational, experience and other requirements of Section 5.3 of the Town Charter. Employee is not required to be a member of the International City Management Association, and is not required to be a resident of the Town.
- 1.2 **Duties:** Town agrees to employ Employee as Town Manager to perform the duties and exercise the powers as prescribed by state law (including, but not limited to Chapter 112, Florida Statutes, Code of Ethics), the Town Charter (including, but not limited to Section 5.5) and the Town Code, and to perform such other legally permissible and proper duties and functions as assigned by the Town Commission from time to time. The Town Manager is an exempt employee under the Fair Labor Standards Act and, as such, Employee is not entitled to payment of overtime or accrual of any kind of compensatory time leave or payment. Without limitation, the Town Manager shall also oversee the operation of the Town's public safety contractors, and shall provide regular status reports on pending projects if requested by the Town Commission.

SECTION 2. TERM

- 2.1 **Term:** This Agreement shall have a term of three (3) years commencing on April 26, 2016 ("**Commencement Date**") and ending on April 25, 2019 ("**Expiration Date**"), unless earlier terminated or amended as provided elsewhere in this Agreement.
- 2.2 **Notice to Enter into a New Agreement, Extend or Allow Expiration:** No later than April 26, 2018, the Town Commission shall notify Employee of its intention to: (a) enter into a new agreement, (b) extend this Agreement for such term as the parties may agree, or (c) allow this Agreement to expire on the Expiration Date.
- 2.3 **Failure to Act is Expiration:** Failure of the Town Commission to provide notice pursuant to Subsection 2.2 shall be deemed a decision to allow this Agreement to expire on the Expiration Date.

- 2.4 **Service at Pleasure of Commission:** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Commission to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.
- 2.5 **Payments to Employee Upon Separation from Town for Any Reason:** Notwithstanding any other provision of this Agreement, and regardless of the reason for Employee's separation from the Town's employ, the Town shall pay Employee upon his separation from the Town any and all earned but unpaid salary and benefits according to the policy and procedure outlined in the Town Personnel Policies Manual, and this Agreement.
- The Town Commission shall review and approve the accuracy of the amount of all payments required to be made to Employee upon his separation from the Town's employ, prior to payment. Payment shall be within 30 days of the effective date of the separation.
- 2.6 **Effect of Expiration:** If this Agreement expires, then no Severance Payment, as defined in Subsection 3.1, shall be due to Employee, and only the payments identified in Subsection 2.5 shall be due to Employee.

SECTION 3. TERMINATION BY TOWN

- 3.1 **Early Termination of Employment Agreement with Severance:** In the event Employee is terminated by the Town Commission prior to the normal expiration of this Agreement, other than for misconduct (as is defined in Section 3.2 of this Agreement) and during such time that Employee is willing and able to perform his duties under this Agreement, the Town agrees to pay Employee a payment ("Severance Payment") equal to twenty (20) weeks of his Salary, accrued vacation leave and 25% of his sick leave balance on April 16, 2016 as provided for in Section 5.3.B and other legally required payments such as FICA. Prior to payment, Severance shall be approved pursuant to Section 2.5.
- 3.2 **Termination for Misconduct**
- A. **Misconduct Defined:** "Misconduct" for the purpose of this Agreement is as defined in Section 443.036(29), Florida Statutes and includes, but is not limited to the following: (i) fraud, misappropriation or embezzlement; (ii) Employee's intentional breach of the provisions of this Agreement; (iii) Employee's repeated willful failure to perform services hereunder; (iv) Employee's violation of Chapter 112, Florida Statutes, Code of Ethics; (v) Employee's willful and continued failure to substantially perform his duties for the Town (other than as a result of incapacity due to physical or mental illness); or (vi) willful conduct by Employee that is demonstrably and materially injurious to the Town, monetarily or otherwise. For purposes of this paragraph, an act, or a failure to act, shall not be deemed "willful" or "intentional," as those terms are used herein, unless it is done, or omitted to be done, by Employee in bad faith or without a reasonable belief that his action or omission was in the best interest of the Town. Failure to meet performance standards or objectives, by itself, does not constitute "Cause."

- B. **Termination for Misconduct:** If Employee's employment is terminated for Misconduct as defined in Subsection 3.2.A, the Town shall only pay to Employee the amounts due under Subsection 2.5.

SECTION 4. TERMINATION BY EMPLOYEE (RESIGNATION)

In the event that Employee voluntarily resigns his position during the term of this Agreement, Employee shall give the Town at least sixty (60) days written notice of the effective date of such resignation ("Resignation Date"), unless the Town Commission and Employee mutually agree to a shorter notice period. Employee shall not be entitled to receive Severance Payment pursuant to Subsection 3.1. Employee shall only be entitled to the payments described in Subsection 2.5. The Town Commission and Employee may negotiate other provisions upon resignation, in the event that the Town Commission determines such provisions to be in the best interests of the Town.

SECTION 5. SALARY, HOLIDAYS, LEAVE AND BENEFITS

- 5.1 **Salary:** The salary of Employee shall be One Hundred and Sixty Thousand Dollars (\$160,000.00) ("Salary"), which shall be payable in installments at the same time and manner as other Town employees are paid.
- 5.2 **Holidays:** Employee shall receive the holidays established by the Town for all employees. In the event Employee deems it necessary or advisable to work on a holiday, that paid day off may be taken on some other regular work day.
- 5.3 **Leave**
- A. **Vacation Leave:** The vacation leave benefit provided the Employee shall be as described in the Town's Personnel Policies Manual except that Employee shall retain the vacation leave he has accrued and shall begin accruing vacation at the rate of 6.1587 hours in each two-week pay period (equivalent to twenty (20) days a year) beginning with the payroll period starting April 23, 2016. In the event Employee has accumulated more than thirty (30) days vacation leave as of December 31st of any year, the days over thirty (30) days shall be considered "Excess Vacation Leave." In any year in which Employee has Excess Vacation Leave, the Excess Vacation Leave shall be paid out in cash to Employee no later than December 31st.
- B. **Sick Leave:** The sick leave benefit provided the Employee shall be as described in the Town's Personnel Policies Manual, except that the Employee shall not receive any sick leave payment at termination for sick leave earned while Town Manager. At termination, the Employee shall be paid 89.9 hours of sick leave, which is equivalent to 25% of his sick leave balance on April 16, 2016. The aforementioned hours shall be calculated based on rate of pay upon separation in conformance with the Town's Personnel Policies.
- C. **Other Leave:** The Employee shall have other leave to the same extent as is provided other employees as set forth in the Town's Personnel Policies Manual.

5.4 Benefits

- A. **Insurance Benefits:** Employee shall receive the same health, vision, dental, short-term disability, and long-term disability coverage offered to all management employees. Town shall pay 100% of the cost of the employee and spouse coverage for health, vision, and dental insurance, and employee coverage for a short-term and long-term disability policies and a \$200,000 life insurance policy.

Upon Employee's separation from the Town, Employee's eligibility to continue to participate in any of the Town's insurance benefits at his own expense shall be determined by the then-applicable state and federal laws and Town ordinances and resolutions. In accordance with Fla. Stat. Section 112.0801, in the same manner and cost as offered other retiring employees, Employee will be offered the option of continuing on the Town's Insurance Benefits as a retiree if he is a recipient of Town Insurance Benefits on the date of his retirement.

If Employee elects not to participate in Town offered insurance, then 80% of the dollar amount of the employee and spouse premiums shall be paid into Employee Deferred Compensation Account or as additional amount of Salary, at the Employee's option.

B. **Retirement Benefits:**

- (a) Employee shall continue in the Florida Retirement System's Senior Management Service Class and the Town shall make the state-required employer contributions to the Florida Retirement System.
- (b) Town shall execute all necessary agreements provided by the ICMA Retirement Corporation [ICMA-RC] or another comparable Section 457 deferred compensation plan for Employee's continued participation in such supplemental retirement plan. The Town further agrees to contribute \$384.62 bi-weekly (\$10,000 annual) towards such a plan.

- C. **Communication Allowance:** In lieu of the Town providing, Employee shall provide a mobile telephone and home computer for business use and the Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$46 bi-weekly.

- 5.5 **Reduction of Salary, Holidays, Leave or Benefits:** In the event the Town Commission at any time during the term of this Agreement reduces the Salary, Holidays, Leave or Benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Town, or Employee resigns following a suggestion by a majority of the Town Commission that he resign, then the Employee may, at his option, be deemed to be terminated without cause at the date of such reduction or of such suggestion to resign. Such termination without cause shall be handled as provided in Section 3.1 of this

Agreement.

- 5.6 **Notice/Approval for Temporary Absence from Town:** For a temporary absence from Town which does not invoke Section 5.4 of the Town Charter, Employee shall ensure that Town matters are properly handled in his absence by the Assistant Town Manager. If another Town employee is designated to handle matters on his behalf, Employee shall notify the Town Commission of the temporary designation. Employee shall provide prior notice to the Town Commission if he anticipates being away from the Town for more than two (2) business days in a row. Employee shall not take more than ten (10) business days of Vacation Leave in a row without the prior approval of the Town Commission.
- 5.7 **Pay for Performance:** Any adjustment in Employee's Salary, Holidays, Leave, or Benefits based on the Town Commission's evaluation of Employee's performance shall be made pursuant to Section 6 of this Agreement.

SECTION 6. PERFORMANCE EVALUATION

- 6.1 **Performance Goals:** By October 15 of each year during the term of this Agreement, the Town Commission and Employee will mutually agree on performance goals and objectives for the fiscal year. The Town Commission shall establish a relative priority among the goals and objectives, which shall be reduced to writing. The goals and objectives shall be reasonably attainable within the time constraints set for them, and adequate operating budgets or capital appropriations shall be funded to enable their accomplishment.
- 6.2 **Performance Review:** The Town Commission shall endeavor to conduct annual performance reviews of Employee by December 31 of each year, based on the criteria that were mutually agreed to at the beginning of the preceding fiscal year. The process, at a minimum, shall include the opportunity for both parties to: (a) prepare a written evaluation, (b) meet and discuss the evaluation, and (c) present a written summary of the evaluation results. The Town Commission's final written evaluation shall be completed and delivered to Employee within thirty (30) days of the date of the evaluation meeting.
- 6.3 **Pay for Performance:** Based on the performance review, the Town Commission may increase the Salary, Holidays, Leave or Benefits granted under this Agreement, or may grant a high performance reward to be paid in a lump sum amount. Any lump sum award for performance shall not be added to Employee's Salary, but shall be considered wages for purposes of retirement. The amount of the pay for performance shall take into account the Town's fiscal condition and ability to pay at that point in time. In the event that at least four (4) members of the Town Commission vote that Employee failed to meet their expectations, as those expectations are defined in his performance review, the Town Commission may choose to reduce Employee's Salary by an amount not to exceed two and a half (2.5) percent. Such reduction shall not be interpreted to trigger Subsection 5.5 of this Agreement, and Employee may not choose to treat this reduction as termination without cause.

SECTION 7. HOURS OF WORK; OTHER EMPLOYMENT

- 7.1 **Full Time Employee:** Employee agrees to remain in the full-time employ of the Town and shall not accept any other full-time employment during the term of this Agreement. Employee further agrees to devote that amount of time and energy which is reasonably necessary for Employee to faithfully perform his duties under this Agreement.
- 7.2 **Outside Opportunities:** Recognizing that certain outside teaching and consulting opportunities ("Outside Opportunities") may provide indirect benefits to the Town and to the community, the Employee may elect to accept limited Outside Opportunities with the understanding that such Outside Opportunities must not interfere with nor create a conflict of interest with his responsibilities under this Agreement. Employee shall provide a minimum of seven (7) days prior notice to the Town Commission before accepting such Outside Opportunities. If, however, the Town Commission determines, in its sole discretion, that Employee's performance may be compromised by his engagement in any proposed Outside Opportunity, or his continued engagement in an existing Outside Opportunity, the Town Commission may require that Employee decline to accept or withdraw from that Outside Opportunity. Employee shall not hold an ownership interest in any business located in the Town unless it is a publicly traded company. For purposes of this Agreement, the Employee's ownership and leasing of residential property to others shall not be considered to be an ownership interest in a business.

SECTION 8. INDEMNIFICATION

- 8.1 **Indemnification:** Unless otherwise required by Federal, State or local law, Town shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's performance of his duties as Town Manager or resulting from the reasonable exercise of judgment or discretion in connection with the performance of his Town duties or responsibilities, unless the act or omission involved willful or wanton conduct. Town's indemnification of Employee under this paragraph shall extend to any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorneys fees and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the course and scope of performance of his duties.
- 8.2 **Representation:** Employee may request, and the Town shall not unreasonably refuse to provide independent legal representation at Town's expense if there is a conflict of interest between Employee's interests and the Town's interests in a matter in which Employee is not a party. Legal representation provided by Town for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. This paragraph shall not apply to litigation over this Agreement, which shall be handled pursuant to Subsection 11.5 of this Agreement.

- 8.3 **Settlement:** Any settlement of any claim must be made with prior approval of the Town Commission in order for indemnification, as provided in this Section, to be available. Employee recognizes that Town shall have the right to compromise such claims against it or against Employee in his official capacity, in its sole discretion.
- 8.4 **Litigation Support from Employee During and Following Employment with Town:** Town agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation in which the Employee is requested to be a witness on behalf of or advisor to the Town, is compelled to be a witness by an adverse or other party, or in which the Employee is a party in his capacity as an employee of the Town. The requirement to cover such expenses shall survive the expiration or termination of this Agreement as long as Employee's services continue to be requested or required in relation to such litigation, or as long as he is a named party to such litigation. Further, Town agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to the Town regarding litigation after his employment with the Town is concluded. Notwithstanding the foregoing, in any litigation in which the Employee takes a position adverse to the position of the Town, the Town shall not pay his costs or attorneys' fees, except where required to comply with Subsection 11.5 of this Agreement.

SECTION 9. PROFESSIONAL DEVELOPMENT

- 9.1 **Memberships:** Subject to budget constraints and state law, the Town agrees to pay the reasonable professional dues and subscriptions of Employee necessary for his continuation and participation as a member in national, regional, state and local professional associations and organizations that are commensurate to his role as Town Manager, necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Town. Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the Town Commission, which approval shall not be unreasonably withheld.
- 9.2 **Courses and Conferences:** Subject to then-applicable Town policies regarding travel, budget constraints and state law, the Town Commission shall budget for and pay the registration, travel, lodging, meal and other related expenses of Employee for travel to at least one national professional conference to be held in the United States each year. The Town Commission may choose to budget and pay for Employee to attend additional conferences, seminars or courses.

SECTION 10. NOTICE

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

Town:	Mayor and Members of the Town Commission Town of Lauderdale-By-The-Sea 4501 Ocean Drive Lauderdale-By-The-Sea, Florida 33308
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Employee: Ralph Bentley
 1240 SE 13th Terrace
 Fort Lauderdale, FL 33316

Town Attorney: Lauderdale-By-The-Sea Town Attorney
 Weiss Serota Helfman Cole & Bierman, P.L.
 200 East Broward Blvd., Suite 1900
 Fort Lauderdale, Florida 33301

SECTION 11. OTHER TERMS AND CONDITIONS

- 11.1 **Severability:** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- 11.2 **Waiver:** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- 11.3 **No Assignment or Transfer:** The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.
- 11.4 **Entire Agreement; Amendment:** This Agreement contains the entire agreement of the parties, and is being adopted by Resolution as required by Town Charter. It may not be changed orally, but only by an amendment in writing signed by the parties hereto and executed with equal dignity.
- 11.5 **Governing Law; Attorneys Fees:** This Agreement shall be governed by Florida law, and any litigation which may arise from this Agreement shall be filed and litigated in Broward County, Florida. The non-prevailing party shall bear the fees and costs for such litigation over this Agreement.
- 11.6 **Bonding:** The Town shall bear the cost of any fidelity bond or other guarantee that may be required of Employee.
- 11.7 **Expenses:** The Town recognizes that certain expenses of a non-personal and job-related nature, such as the purchase of professional journals and reference materials, will necessarily be incurred by Employee as Town Manager, and agrees to reimburse or to pay said general expenses. In recognition of the Town Manager's purchasing authority, the Finance Director is authorized to disburse such monies, upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- 11.8 **Use of Vehicles:** Employee is authorized to use Town vehicles as needed during emergency conditions (hurricane, flooding, etc.). During normal conditions, Employee may use Town vehicles for routine inspections or other Town business.

SECTION 12. ETHICAL COMMITMENTS

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

The Town Commission and each Commissioner shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics, the Broward County Code of Ethics or State ethics laws or to handle any matter of personnel on a basis other than fairness, impartiality and merit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

TOWN OF LAUDERDALE-BY-THE-SEA

By: 
Mayor Scot Sasser

Pursuant to Town Commission Approval of
Resolution 2016-15 on April 24, 2016.

EMPLOYEE

By: 
Ralph Bentley

Attest:


Town Clerk Tedra Smith

Approved as to Form and Legal Sufficiency:

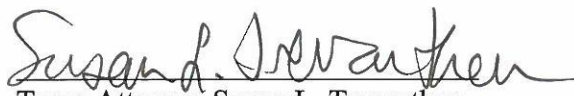

Town Attorney Susan L. Trevarthen

Exhibit: 1. ICMA Code of Ethics

ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in April 2015.



Leaders at the Core of Better Communities

TOWN OF LAUDERDALE-BY-THE-SEA

PERSONNEL POLICIES MANUAL

Amended March 27, 2018



Welcome to employment with The Town of Lauderdale-By-The-Sea!

You were chosen to join our team because we believe you have valuable skills that are needed to provide the quality municipal services our residents, visitors, and businesses enjoy from Lauderdale-By-The-Sea. We are a small work force, where everyone knows each other's name and where the atmosphere is collegial. It is important to us that you have an enjoyable and productive work experience and that your talents are utilized to the benefit of our Town.

We do important work here that directly affects the lives of over 10,000 people. When we say that, we are not just talking about the year-round and seasonal residents, but also the tourists who come here for a slice of paradise, the people that own businesses here and keep our Town economically healthy, the employees of those businesses, and the many Broward County residents who come to spend time with us because Lauderdale-By-The-Sea gives them a taste of what has been lost in much of South Florida – a friendly and human-scale, tropical, seaside community experience. It is my hope that you will be proud to be part of our team and will feel a strong commitment to the people we serve.

All organizations – even small ones such as Lauderdale-By-The-Sea – have guidelines and regulations by which they operate, and provide benefits to employees who effectively perform their job and go that extra step whenever they can. One of the reasons for putting all of that information into this Manual is so that everyone is informed of what the guidelines, rules and benefits of working for the Town are, and to assure that they are applied fairly and consistently.

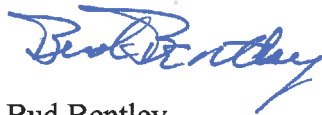
This Manual details the policies and benefits that help us to function effectively as an organization and which guide your employment. Please read this Manual; it is yours to keep for future reference; however, be sure to check with your Department Director for updates and changes in the future.

We are so small that we do not have a Human Resources Department, so it's very important that the lines of communication stay open among us. If you have any questions regarding your benefits or pay matters, feel free to speak to the Town administration to get the answers you need. If you have issues, concerns or complaints about other employment matters, please make them known first to your Supervisor and then to your Department Director so that those issues can be addressed. If the issue involves your immediate supervisor and things do not improve within a reasonable time after you speak to him or her, please follow up through the chain of command and discuss the issue with the Department Director. If you are still dissatisfied, you may request a meeting with the Assistant Town Manager or the Town Manager.

Likewise, we also want to hear from you about the things that are going well, about coworkers whose work you admire, about ideas you have to improve the operation and our effectiveness as a team. It is as important that we all know what we are doing well, as knowing about areas where we can do better.

To those of you who are new to Lauderdale-By-The-Sea, I look forward to working with you. To those employees who have already contributed so much to our Town and our operation, I thank you for all you have contributed to the Town and am excited about all that we will accomplish together in the future.

Sincerely,



Bud Bentley

Town Manager

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I. GENERAL INFORMATION

A. AUTHORITY FOR THIS MANUAL

This personnel policy manual was approved by the Town of Lauderdale-By-The-Sea Town Commission on January 10, 2017 and supersedes all previous personnel policies. With the exception of matters related to compensation and benefits, the manual can be amended and updated by written approval of the Town Manager without prior notice. Any changes to the manual that relate to compensation and benefit accruals or payments must be approved by public action of the Town Commission. The Town Manager has the responsibility for administering and interpreting Town personnel policies and procedures and each department director is responsible for ensuring that the personnel policies and procedures are carried out day-by-day. Employees may have, subject to the Town Manager's approval, operational procedures more specific to their duties; however, in the event there is a conflict between those operational procedures and provisions in this Manual, this Manual prevails.

These personnel policies supersede any prior verbal or written communications concerning the terms and conditions of employment with the Town. To the extent that there is a conflict between this Policy Manual and any previous manuals, appointment letters, handbooks, procedures, policies or rules, this Manual controls.

The Mayor and Town Commissioners are not employees of the Town for the purpose of compliance with this Manual.

B. DEFINITIONS

ADMINISTRATIVE LEAVE means the Town Manager may relieve an employee from any and all duties with or without pay.

ANNIVERSARY DATE means the date an employee begins employment and the same date in following years, unless changed by a promotion or subsequent appointment to a different classification with a higher salary.

APPOINTMENT means an offer of employment of a position by the Town and acceptance by the individual, either on a permanent, recurrent, or temporary basis.

BULLYING means repeated behavior occurring in the course of work that impairs the ability of an employee to perform work duties, or is reasonably perceived as being so severe or objectively offensive so as to have that effect.

CALLBACK or CALLOUT means an approved assignment that requires a non-exempt employee to return to work after the completion of his/her shift or work week.

I. GENERAL INFORMATION (Continued)

CLASSIFICATION (JOB) DESCRIPTION means a written document describing the duties, requirements, and responsibilities of an entire grouping of employees with a particular job title.

COMPENSATORY LEAVE means time off from work for non-exempt employees in lieu of monetary payment for time worked in excess of forty (40) hours in a workweek.

DAYS means calendar days, except when preceded by the term “work” or “working”, which shall generally mean when the Town’s administrative offices are open for business and does not normally include Saturdays, Sundays, or Town-observed holidays. For employees who work a non-traditional schedule, workday or working days may have an alternative meaning.

DEMOTION means a disciplinary or non-disciplinary assignment of an employee from one classification to another classification that has a lower salary range.

DISCIPLINARY ACTION means an action taken to discipline an employee for any violation(s) of these rules, policies or standards of conduct. Disciplinary actions include written reprimands, demotions, suspension without pay and dismissal.

DISCHARGE, DISMISSAL TERMINATION means the separation from employment initiated by the Town. Discharge, dismissal or termination may be used interchangeably to signify the same personnel action.

EXAMINATION means the process of testing, evaluating or investigating the fitness and qualification of applicants and employees for positions.

EXEMPT STATUS means employees who are paid on a salary basis and do not qualify for overtime pay under the provisions of the Fair Labor Standards Act.

FULL TIME EMPLOYEE means an employee who regularly works eighty (80) hours during the two-week pay period.

IMMEDIATE FAMILY means the employee’s spouse or partner and both of their grandparents, parents, children, brothers, or sisters. The relationship may be natural, step, half-, in-law, or adopted.

JOB DESCRIPTION: See Classification Description.

LAID OFF means the separation of service of an employee due to lack of work, lack of funds, or the reorganization of Town operations.

I. GENERAL INFORMATION (Continued)

LEAVE means an approved type of absence from work as provided in this Manual.

TEMPORARY EMPLOYEE means an employee who is hired for a period of time to assist with special assignments, programs or events. The term of employment is limited to the term of the assignment, program or event for which the employee is hired. Temporary employees are not entitled to any benefits except for those mandated by law.

MAY means permissive.

MERIT INCREASE means an increase in compensation that is granted to an employee based on their performance appraisal.

OVERTIME means the time worked in excess of forty (40) hours per week by non-exempt employees. For purposes of calculating overtime time worked includes pre-approved vacation time, holidays, personal days, bereavement leave, jury duty, and other paid time off that is granted at the discretion of the Town Manager ; but not sick leave.

PART-TIME EMPLOYEE means an employee who is regularly scheduled to work less than 80 hours but no less than 48 hours during the two week pay period.

PART-TIME EMPLOYEE (without benefits) means an employee who is regularly scheduled to work less than 48 hours during the two week pay period.

PAY RATE means a specific dollar amount, expressed as an hourly rate, bi-weekly rate or an annual salary.

PERFORMANCE APPRAISAL means a report made by supervisors relative to an employee's job performance.

POSITION means a position (job) that is on the Commission approved Position Control List or a position approved by the Town Manager for a period not exceeding a single fiscal year using the funds from a vacant budgeted position.

PROBATIONARY EMPLOYEE means a newly hired employee who has not reached one (1) full year of employment, or a newly promoted employee who has not reached six (6) months in the new position.

PROBATIONARY PERIOD means a time period in which the department evaluates an employee's performance and ability in order to decide whether the employee should be retained or dismissed.

PROMOTION means the assignment of an employee to a position with a higher salary range.

SHALL means mandatory.

I. GENERAL INFORMATION (Continued)

SUSPENSION WITHOUT PAY means a disciplinary action temporarily relieving an employee of his/her duties and responsibilities for a specified number of days without pay.

TRANSFER means an action by which an employee moves from one authorized position to another. Transfers may be voluntary or involuntary.

VIOLENCE/VIOLENT BEHAVIOR means acts that a reasonable person would believe are intimidating or instilling fear in others.

WORKDAY means when Town Hall is open for business and does not normally include Saturdays, Sundays, or Town-observed holidays. For employees who work a non-traditional schedule, workday or working days may have an alternative meaning.

WORKWEEK means the time period used to measure eligibility for overtime. The workweek commences at 12:01 A.M. Saturday and ends at midnight Friday.

II. PERSONNEL POLICY STATEMENTS

A. STATEMENT OF NON-DISCRIMINATION

It is the policy of the Town of Lauderdale-By-The-Sea to promote and assure equal employment opportunity for all current and prospective employees without regard to race, color, sex, religion, national origin, age, disability, genetic information, or other status protected by law or policy. This policy governs all matters related to employment including, but not limited to recruitment, selection, compensation, promotion, demotion, transfer, lay-offs, terminations, leave of absence, and training opportunities.

Any employee of the Town or any applicant for employment with the Town shall have the right to address their concerns either verbally or in writing to the Town Manager or the employee's department head whenever he or she has reason to believe that the intent of this policy has been violated.

Any report of discrimination shall be promptly forwarded to the Town Manager for investigation. The Town Manager (or the Town Manager's designee) shall be responsible for the investigation of the report in accordance with this policy.

If the employee reports the incident(s) in writing, the report shall be deemed confidential in accordance with the law. If the employee orally reports the incident, the Town shall summarize the provided statement in a report. The following information should be included in the report: the date(s) of the incident(s), identity of the person taking the action, identity of any witnesses and details about the incident(s). The Town may request an employee who submitted a complaint to attend an in-person meeting to provide additional details and information concerning the incident(s).

Any job applicant who has questions regarding this policy or believes that he or she has not been treated in accordance with this policy should contact the Town Manager.

The Town will investigate reports of discrimination promptly and take prompt remedial action based on the circumstances to address any violation of this policy, including corrective action against any employee, which may include a warning, suspension or termination from employment. An employee who feels that his or her complaint was not appropriately addressed or that he or she is still being subject to discriminatory conduct should immediately notify the Town Manager or Town Attorney.

II. PERSONNEL POLICY STATEMENTS (Continued)

B. AMERICANS WITH DISABILITIES (ADA)

The Town is committed to complying with all applicable provisions of the Americans with Disabilities Act (the “ADA”). It is the Town’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of an individual’s disability. Consistent with this policy of non-discrimination, the Town will provide reasonable accommodations to a qualified individual with a disability, as defined in the ADA, who has made the Town aware of his or her disability, if it is not obvious, provided such accommodation does not constitute an undue hardship to the Town.

Where an employee or applicant has requested a reasonable accommodation and is denied, an appeal may be made to the Town Manager (or the Town Manager’s designee) who shall meet with the employee or applicant and evaluate the eligibility or reasonableness of the request. A decision will be issued in writing within seven (7) business days, to the extent practical (e.g., if medical documentation is required, the decision will be made within seven (7) business days following the receipt of medical documentation).

The Town is also committed to not discriminating against any person who is related to or associated with a person with a disability. This policy is neither exhaustive nor exclusive. The Town will take all other actions necessary, to ensure equal opportunity for persons with disabilities in accordance with the applicable provisions of the ADA and all other applicable federal, state, and local laws.

Any employee or job applicant who has questions regarding this policy or believes that he/she has been discriminated against based on a disability may notify the Town Manager. All such inquiries or complaints will be treated as confidential, and will only be disclosed on a need-to-know basis to the extent permitted by law.

C. RELIGIOUS ACCOMMODATION

The Town will take action to provide reasonable accommodations for religious observances, beliefs and practices, unless it creates an undue hardship. Reasonable accommodation may include modification of schedules, relaxation of dress code policies or religious expression.

II. PERSONNEL POLICY STATEMENTS (Continued)

Where an employee or applicant has requested a religious accommodation consistent with this Manual or law and is denied, an appeal may be made whereupon the Town Manager (or the Town Manager's designee) shall meet with the employee or applicant and any pertinent employees to evaluate the eligibility or reasonableness of the request. A decision will be issued in writing within seven (7) business days, to the extent practical.

D. NO HARASSMENT POLICY

It is the policy of the Town that all employees should enjoy a work environment free from harassment and one based on respect and professionalism. It is expected that all employees will continue to act responsibly in fulfilling the Town's commitment to working in an environment totally free of discrimination or harassment. It is also expected that employees will prudently avail themselves of the mechanisms provided by this directive and report harassing behavior both directed towards themselves or towards others.

1. SEXUAL HARASSMENT

Town employees shall not commit acts of sexual harassment which includes unwelcome sexual advances, requests for sexual favors, and other verbal, written or physical conduct of a sexual nature. Sexual harassment is not limited to harassment of women by men. It includes the harassment of men by women and of gender-based harassment of individuals of the same sex as the harasser. Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is offensive both objectively and subjectively, that fails to respect the rights of others, that lowers morale, and that interferes with work effectiveness.

2. DISCRIMINATORY HARASSMENT

The Town does not and will not tolerate harassment of Town employees. The term "harassment" includes but is not limited to, slurs, jokes, and other verbal, graphic, or physical conduct relating to an individual's race, color, sex, religion, national origin, age, disability, genetic information, or any other legally recognized status entitled to protection under local, state or federal anti-discrimination laws.

No employee should be subjected to derogatory verbal or nonverbal references regarding his or her race, color, sex, religion, national origin, age, disability, genetic information, or other protected status by law or Town policy. Such conduct, whether committed by supervisors or non-supervisory personnel, is specifically prohibited by state and federal law, as well as by this directive.

II. PERSONNEL POLICY STATEMENTS (Continued)

Acts of sexual or other unlawful harassment or that give rise to a hostile work environment shall be immediately reported to the Town Manager or Assistant Town Manager by anyone who has knowledge of such activities. Complaints of harassment will be investigated promptly and in as confidential a manner as permitted by law. The Town's Sexual Harassment Policy is attached as Appendix A to this manual.

3. BULLYING AND HARASSING

Some acts or remarks may violate this Manual even if they are not so severe that they violate federal or state discrimination laws. Because the Town is committed to providing an emotionally stable and safe workplace, it discourages verbal confrontations between employees due to an employee's reasonable belief that he or she was subjected to bullying behavior.

Bullying or Harassing conduct includes repeated behavior occurring in the course of work that impairs the ability of an employee to perform work duties, or is reasonably perceived as being so severe or objectively offensive so as to have that effect. This includes, but is not necessarily limited to acts that are reasonably perceived as being humiliating, dehumanizing, hostile, intimidating, or physically aggressive.

The exercise of management rights should not be construed to constitute bullying or harassment. These actions may include evaluating an employee's work performance, issuing work directives, imposing discipline, making employment decisions and enforcing workplace policies.

4. TOWN COMMITMENT TO ADDRESS DISCRIMINATION OR HARASSMENT

Supervisors are responsible for maintaining a work environment that is free from discrimination or harassment, as well as any other conduct which creates a hostile work environment for any individual. Supervisors are required to immediately correct any problems that may arise and advise their department director, and the Town Manager or Assistant Town Manager of the issue and the corrective action they have taken.

The Town recognizes that invalid, unfounded or false accusations of discrimination or harassment can have serious effects. Therefore, the Town will thoroughly, and as confidentially as possible, investigate any and all complaints of discrimination or harassment to determine the most appropriate disposition.

II. PERSONNEL POLICY STATEMENTS (Continued)

Harassment and discrimination participants fall into three categories: the alleged offender, the alleged victim and witnesses. Any of the three can be found in violation of this directive. Violation of this directive includes participating in discriminatory or harassing practices, permitting subordinate employees to engage in such practices, filing false charges or malicious complaints, or retaliating against employees who report instances of discrimination or harassment. This directive constitutes a "zero tolerance" policy. Appropriate disciplinary action *shall* be taken against any and all individuals who violate this directive. Violation of this policy shall constitute an offense for which disciplinary action may include immediate termination from employment.

5. RETALIATION

The Town's No Harassment Policy prohibits retaliation against employees who bring complaints of discrimination or harassment, expresses an intent to file a complaint of discrimination, or who assist in investigating such complaints. Any employee bringing a complaint of discrimination or harassment or assisting in the investigation will not be adversely affected in terms and conditions of employment. Nor shall any employee take any action against a complainant that is intended to discourage the complaint. Retaliation by any employee against the complainant could result in disciplinary action, up to, and including, termination.

E. WORK PLACE VIOLENCE

The Town is committed to providing a physically safe workplace, which minimizes the risk of physical injury to employees.

The Town prohibits any employee from engaging in any physical confrontation with a violent or potentially violent individual. A supervisor and the police shall be immediately called if an employee encounters a threatening or violent individual.

For the purposes of this Manual, violent behavior includes, but is not necessarily limited to the following:

- Physical contact, such as pushing, punching, kicking, bumping, spitting and slapping;
- Direct or veiled threats of harm;
- Menacing gestures;

II. PERSONNEL POLICY STATEMENTS (Continued)

- Brandishing a weapon or making inappropriate references to weapons, such as indicating approval of the use of violence to resolve a problem or expressing admiration or similarities with perpetrators of workplace violence; or,
- Stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation.

The Town has a "zero tolerance" policy for violent behavior. Violation of this policy shall constitute an offense for which disciplinary action may include immediate termination from employment.

F. EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

An employee designated by the Town Manager shall serve as the Town's EEO Officer. The EEO Officer shall report directly to the Town Manager and is charged with implementing the Town's EEO Policy, including receiving discrimination complaints, conducting investigations, as well as ensuring the Town's compliance with federal and state laws.

The EEO Officer will also: 1) ensure that employees are adequately trained in EEO laws 2) supervise the EEO-related activities of investigators; and 3) ensure that EEO policies are prominently posted or otherwise provided to employees in accordance with the law.

G. REPORTING TO OUTSIDE AGENCIES

The following federal and state agencies enforce discrimination laws: The Florida Commission on Human Relations (FCHR), the United States Equal Employment Opportunity Commission (EEOC) and the Department of Justice (DOJ). Complaints may be filed with these agencies.

In the event an employee files a complaint with a federal or state agency based on or related to the same facts and circumstances of an internal complaint, the investigator will turn the matter over to the Town Attorney. The complainant shall be notified of the transfer and the Town Attorney will handle the matter.

H. WHISTLE BLOWING

The Town encourages our employees to report, in accordance with the Town's procedures and with Section 112.3187, Florida Statutes, any violations or suspected violations of the law that create and present a substantial and specific danger to the Town's health, safety or welfare. Employees are further encouraged to report any act or suspected act of gross mismanagement, gross waste of Town funds or gross neglect of duty by an employee or Town agent. Each employee is assured of protection from any retaliation resulting from the reporting of such

II. PERSONNEL POLICY STATEMENTS (Continued)

violations. Should any employee experience a situation they believe to be retaliatory in nature he/she should report the matter immediately to their supervisor or the Town Manager.

Anyone who engages in retaliation against an employee who has, in good faith, reported a violation or suspected violation of the laws or the Town's policies outlined above which are based on those laws, whether or not one agrees with the facts reported, is subject to disciplinary action up to, and including, termination.

I. RESTRICTION ON EMPLOYMENT OF RELATIVES

The Town's policy regarding the restriction on employment of relatives is based upon Section 112.3135 of the Florida Statutes, which prohibits appointment, employment, promotion or advancement of, "Relatives" by any public official who is vested with, or delegated the authority to appoint, employ, promote or advance, or is in a position to recommend an individual for appointment, employment, promotion or advancement.

In addition, it is the Town's policy that no Relative shall be employed as an employee in the same department as a family member.

"Relative," for purposes of this section only as is defined in Sec. 112.3135 (1)(d), means an individual who is related to a Town employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

"Public official," for the purposes of this section only includes all "officers" as defined in the Town Charter, as well as Commission members.

An employee who falls within the scope of this policy by their relationship with another employee after they were hired may be exempt for a period of time from the provisions of this policy by the Town Manager.

It is the policy of the Town to ensure that all appointments and promotions by the Town are made on an objective evaluation of ability, merit or fitness and are conducted in a non-discriminatory manner without regard to other factors, such as familial status. This policy applies to all applicants for regular, temporary, and part-time employment, as well as to current employees.

II. PERSONNEL POLICY STATEMENTS (Continued)

J. AT-WILL EMPLOYMENT

This Manual does not create an employment contract between Lauderdale-By-The-Sea and any of its employees. Employment with Lauderdale-By-The-Sea is on an employment-at-will basis unless otherwise specifically stated in writing and signed by the Town Manager. Termination of employment may occur at any time, with or without cause and with or without notice, at the option of Lauderdale-By-The-Sea or the employee. Furthermore, this Manual may be altered, modified, changed, or eliminated by Lauderdale-By-The-Sea with or without notice.

K. HONEST SERVICES AND ETHICS

No person seeking appointment to or promotion in Town government shall either directly or indirectly give, render, or pay any money, service or other thing of value to any person in connection with an appointment, promotion, or proposed appointment or promotion. Any person that uses their Town position for such personal gain violates the requirement that the basis for such decisions must be guided by the best interests of the Town, and therefore, has defrauded the public of honest services. This prohibition extends to other decisions that are based on personal interests instead of the interest of the public.

Furthermore, Town officers and employees are required to perform their official duties in an ethical manner in accordance with the Code of Ethics for Public Officers and Employees (Section 112.311 - 112.326), as applicable, which sets forth certain standards of conduct required of Town officers and employees.

L. OUTSIDE EMPLOYMENT

Outside employment is any paid employment performed by an employee in addition to his/her employment with the Town.

Such employment shall not cause the employee to be late to work, to leave early, to be unavailable for work beyond normal duty hours, or cause any reduction in the employee's efficiency when on duty with the Town. If for any reason outside employment interferes with the employee's primary responsibility to the Town, the Town reserves the right to withdraw approval.

Such employment shall not involve a conflict of interest or conflict with the employee's duties. An employee who accepts outside employment must make arrangements with their outside employer to be immediately released from work if called for emergency service by the Town.

Such employment shall not involve the performance of duties which the employee should perform as part of his/her job with the Town.

II. PERSONNEL POLICY STATEMENTS (Continued)

The nature of any outside employment shall not be such that it is a source of discredit or embarrassment on the Town.

Outside employment shall not occur during assigned working hours unless the employee is on approved leave.

Outside employment, contractual relationships or volunteering with any business or agency that is subject to the regulation of, or is doing business with, the Town is not permitted. However, if the business or agency is subject to regulation of the Town solely through the Commission's enactment of ordinances and resolutions, then this relationship is permitted.

The Assistant Town Manager and Department Directors must have the written approval of the Town Manager to engage in outside employment. Requests for outside employment shall be submitted annually for approval.

Employees may engage in volunteer service with a recognized 501(c) organization without notice or approval.

M. CONFLICT OF INTEREST

Employees may not use their employment with the Town to benefit any outside business or financial interests that they or their family members may have.

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 an agreement between a contractor or vendor and the Town, or the proceeds thereof, to the extent practical and as not prohibited by law.

N. POLITICAL ACTIVITY

Every employee has the right to freely express his views as a citizen and to cast his vote. Employees are, however, prohibited from engaging in political or campaign activities while on duty, while dressed in a Town uniform, while wearing a Town identification badge, or after identifying themselves as a Town employee. Employees are also prohibited from speaking or endorsing a political campaign or candidate in their capacity as a Town employee.

No employee shall, directly or indirectly use his or her official authority or influence to coerce, attempt to coerce, or advise an employee or member of the public to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes. No employee shall use his or her official authority or influence for the purpose of interfering with, or affecting, the result of an election or a nomination for office.

II. PERSONNEL POLICY STATEMENTS (Continued)

Any person violating the provisions of this section may be subject to discipline up to and including dismissal.

Employees shall request Leave Without Pay (LWOP) prior to declaring candidacy for Town office or appointment to any Town office. Upon being elected or appointed, Town employees shall immediately tender their resignation.

O. SOCIAL MEDIA POLICY

Personal Use of Social Media: The Town's social media policy governs the use of social media by Town employees, including certain prohibitions and restrictions on such use. This policy applies to all communication on social networks including, but not limited to posts, pictures, video, audio, podcasts, blogs, e-mail, files, RSS feeds, news services, chat rooms, and similar platforms.

The Town does not in any way prohibit individuals that work for the Town from creating, obtaining or using personal social network accounts. Nevertheless, an employee's entitlement to use social media is not without limits. Inappropriate online communication that includes discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and is prohibited.

Social media communications cannot be viewed as malicious, obscene, threatening, intimidating, harassing or bullying. Examples of such conduct might include communication meant to harm someone's reputation or conduct that could contribute to a hostile work environment on the basis of race, color, sex, religion, national origin, age, disability, genetic information, or any other status protected by law or Town policy.

Furthermore, employees are prohibited from doing the following using personal social network accounts:

- Using Town computers to access social media without prior written authorization from their supervisor;
- Using personal electronic devices to access social media during working hours without prior authorization from their supervisor;
- Engaging in political activity or private business interests during working hours;
- Suggesting either directly or indirectly that the Town endorses a commercial product or service, unless approved by the Town Manager;
- Displaying Town logos, uniforms or any similar identifying symbols without prior written authorization from the Town Manager;

II. PERSONNEL POLICY STATEMENTS (Continued)

- Posting, transmitting, discussing or otherwise disseminating information to which they acquired by virtue of their employment;
- Speaking on behalf of the Town unless they have prior written authorization from the Town Manager; and,
- Posting, transmitting, discussing or disseminating confidential or proprietary information.

Any employee who is aware of an online posting on a social media page by a Town employee that violates any provisions of this policy shall notify his or her supervisor immediately.

Town Social Media Program: The Town's Public Information Officer (PIO) will serve as the lead staff person for official Town social media platforms. The PIO will serve as the point of contact and administrator for creating accounts, posting information and responding to comments, ensuring compliance with the social media policy, and regularly updating the social media websites.

Any request for use of Town social media platforms by personnel shall be made to the PIO. The PIO, along with the Town Manager, will review requests and assist the requester in selecting the appropriate platform and developing appropriate uses for social media.

The PIO reserves the right to edit or remove content if the social media site allows for comments to be posted by the public, and those comments contain profane language/content, discriminatory content, sexual content, business solicitation, trademark or copyright violations, political campaign information, illegal content, among other criteria. The Town's social media pages are not intended to be public forums, but platforms to provide information directly related to the promotion of Town events and the detailing of Town services.

III. EMPLOYMENT ADMINISTRATION

A. RECRUITMENT AND SELECTION

1. RECRUITMENT

The Town may use different means for recruiting for different types of positions, based on the techniques that are best suited to finding well-qualified individuals for the particular position. Publicity for each job vacancy may include advertisements in the local newspapers, professional journals or newsletters, on-line announcements or advertisements, by posting with local professional associations, or by other fruitful means. Official notices of recruitment shall be posted on the Town website.

The Town Manager may also recruit candidates directly based on prior knowledge of their work, experience with them, their reputation for achievement in their field, or recommendations from trusted professionals.

2. SELECTION

a. Initial Screening

Applications for positions shall first be screened to determine whether the applicants have the required experience, education and certifications deemed necessary for the position specified in the position description or the job announcement.

b. Selection Process

As determined by the Town Manager, the selection process may also include any or all of the following selection techniques: evaluation of experience and training, oral interviews, reference checks, written examinations, performance tests or performance simulations. Physical examinations or skill tests may be required for certain classifications where physical abilities are required to perform the job. Drug testing and credit profiles may also be required.

c. Qualified Applicants

The appropriate Department Director or Town Manager shall categorize those persons eligible for a position who perform well on the various selection instruments as being qualified for the position. If the list of qualified persons is long, the Town Manager or his/her designee may use additional criteria to reduce the list of applicants being considered to a manageable number. The Town Manager shall then make the selection from such persons or may delegate the selection decision to the Assistant Town Manager or Department Director.

III. EMPLOYMENT ADMINISTRATION (Continued)

For positions that involve manual labor, the hiring Department Director will create the list of qualified candidates based on interviews, background checks, review of driving record if appropriate for the position, and performance on any skills tests deemed appropriate. The Department Director will make recommendations to the Town Manager on hiring individuals from that list.

The Town Manager shall decide how long eligibility lists of qualified candidates are considered current.

d. Appointment

Only the Town Manager, or the Assistant Town Manager if delegated such authority in writing by the Town Manager, has the authority to appoint an individual to a job with the Town. In the event a candidate who received an offer of employment does not follow through on directions, provide required documentation, or does not report to work on the date directed, the job offer may be withdrawn at the discretion of the Town Manager.

e. Veteran's Preference

For eligible positions, the Town will give preference in hiring, promotional opportunities and layoff retention to eligible military veterans in accordance with Section 295.07, Florida Statutes. If the selection process is based on a numerically based formula, veteran eligible employees who passed the initial screening shall receive an augmented score. If the selection process is not based on a numerical based formula, a preference shall be given in accordance with law.

Employees must submit current documentation substantiating Veterans' Preference status to receive a preference. A DD-214 or comparable document which serves as a certificate of release or discharge claim must be furnished. If an employee wishes to be appeal any decision, he/she may file a complaint with the Florida Department of Veterans' Affairs, 9500 Bay Pines Blvd., Room 214, St. Petersburg, Florida 33708 within 60 calendar days after receiving notice of the decision.

III. EMPLOYMENT ADMINISTRATION (Continued)

f. Authorized Workers

The Town endeavors to employ only United States citizens and aliens who are authorized to work in the United States, but will not unlawfully discriminate on the basis of national origin or citizenship.

In compliance with the Immigration Reform and Control Act of 1986 (IRCA), new employees, as a condition of employment, shall complete a Verification Form I-9 and current documentation proving identity and employment eligibility.

Employees or applicants with questions may contact the Town Manager's office. Questions or complaints regarding compliance with immigration law may be raised without retaliation.

B. PROMOTIONS

It is the policy of the Town of Lauderdale-By-The-Sea to employ the most qualified individual available for any given position. Promotion from within the Town organization is a desirable practice in that positions can be filled with individuals who are already knowledgeable about the operations of the Town and have proven themselves to be good and reliable performers. When an individual has performed in an outstanding manner and meets the eligibility criteria (including academic or license requirements) for a vacant position, the Town Manager may choose to post the vacancy to be filled by promotional applicants; however, the Town Manager is not obligated to do so unless required by law. A promotional preference shall be accorded to veteran preference eligible employees.

III. EMPLOYMENT ADMINISTRATION (Continued)

C. PROBATIONARY PERIOD

During the first year of employment with Lauderdale-By-The-Sea, both the Town and the employee have an opportunity to evaluate whether the employment relationship should continue. During this period, the employee's supervisor will observe job performance, attendance, adaptability, abilities, and the employee's overall commitment to the job. At various stages during the probationary period, the supervisor or Department Director may evaluate the employee's performance and provide feedback on how the employee is progressing in the job, performing work, adapting as a member of the work team, among other criteria. It is recommended that supervisors and Department Directors provide feedback to new employees on their performance, but nothing shall preclude the Town from terminating employment without cause within the probationary period or anytime thereafter.

An employee shall not be deemed to have completed their probationary period without the written approval of the Town Manager. Completion of the probationary period does not confer any expectation of continued employment; continuation of employment depends on the needs of the Town and the performance and conduct of the employee.

The Town Manager may, in writing, shorten the probationary period for a highly experienced or highly qualified appointee.

When an employee is promoted to a higher position, they shall serve a probationary period of six months in their new position. Unless the Town Manager specifically advises the promoted employee that they have failed to complete their promotional probationary period satisfactorily at the end of six months, or extends the probationary period in writing in order to give the employee additional time to master the skills of the new position, the employee shall be deemed to have been appointed to the position. If, during the probationary period or extended probationary period, it is determined that the employee cannot perform to satisfaction in the new position, the employee shall be placed back in the prior position *if* a vacancy in the prior position exists. If a vacancy does not exist in their prior position, the employee shall be appointed to another position for which they are eligible or considered laid off from employment and placed on a reemployment list for that prior position and shall have first right to appointment to that position for a period of one year.

III. EMPLOYMENT ADMINISTRATION (Continued)

D. REQUIRED LICENSES & CERTIFICATIONS

If a position requires licensure or certification, the prospective employee must present documents proving such license or certification is currently active prior to appointment. If the prospective employee is not licensed but has applied for licensure, evidence of this application must be provided. If an employee is hired, conditional on receiving certain licenses or certifications within a prescribed time frame, failure to satisfy the license or certificate requirements is a basis for terminating employment at any time.

An employee who is hired upon condition of having, or obtaining within a prescribed period of time, certain licenses or certification but does not maintain those licenses or certification is subject to termination from employment.

The Town may require an employee to obtain licenses or certifications or pass certain skills tests as a condition of continued employment. This can occur when technology is upgraded; the requirements of the job demand a higher level of technical skill or performance or laws change that require such certification of skill. In such cases, the Town will, to the best of its ability and within its financial constraints, provide the employee with training—or the opportunity to attend training—to acquire those skills. If, despite the efforts of the Town and the employee, the employee is unable to attain the required skills levels or license or certifications, that employee will forfeit their current position. In such cases, the Town will place the individual in any vacant position for which they are qualified to perform and, if the salary range for that position is lower than their current salary range, it shall be considered an involuntary demotion.

E. ANNIVERSARY DATE

The original hire date will serve as the anniversary of each employee, unless changed by promotion or appointment to a different classification. A promotion date or reclassification date shall serve as the new anniversary for the employee if there is an increase in the employee's salary.

F. RESIGNATION FROM EMPLOYMENT

1. RESIGNATION IN GOOD STANDING

Employees are required to provide at least two (2) weeks written notice of resignation from employment in order to be determined to have resigned in good standing, unless the Town waives these requirements for sufficient reason.

III. EMPLOYMENT ADMINISTRATION (Continued)

Employees who terminate their employment shall make arrangements to return any Town property, keys and access passwords in their possession. All Town property shall be returned in good condition to the employee's immediate supervisor. The Town reserves the right to pursue former employees civilly or criminally for unreturned property. The Town will deduct from the final paycheck the amount of any outstanding bills or other indebtedness to Lauderdale-By-The-Sea to the full extent permitted by law. Expense reimbursements may also be included in the indebtedness. The employee's share of health insurance costs based on date of separation will be calculated at this time.

Final paychecks are not issued before the next regular payday. Upon resignation or discharge, employees may have their final paycheck forwarded by mail.

2. RESIGNATION NOT IN GOOD STANDING

Employees who do not give at least two weeks' written notice of resignation for reasons other than death or severe disability, provided a shorter length has not been agreed-to, shall be considered to have resigned not in good standing. Employees who resign without the authorization of the Town Manager in order to avoid pending termination for cause are also considered to have resigned not in good standing. Employees who resign not in good standing will not be compensated for accumulated annual (vacation) leave or any portion of their accumulated sick leave.

G. REINSTATEMENT

If an employee voluntarily resigned in good standing or was laid off, and is rehired within twelve months of the date they left the Town's employ, their accrual rate for vacation shall be restored at the rate it was when they departed employment. Reinstatement may also be offered to employees who separated from service due to the inability to return from extended sick leave.

Former employees who are rehired will not be required to serve a probationary period if they return to the service of the Town to the same or similar position within one (1) year of their separation.

No forfeited leave or benefits will be restored to a rehired employee unless mandated by law or the Town pension plan.

Rehired employees may be reinstated at the same or lower pay rate, at the discretion of the Town Manager.

IV. PERFORMANCE APPRAISALS

A. PERFORMANCE APPRAISAL PROCEDURES

The purpose of periodic evaluation of employee performance is to measure as objectively as possible both the quality and quantity of an employee's work and other such factors, and to serve as feedback to the employee concerning his/her performance strengths and weaknesses. Performance evaluation reports will normally be completed annually for each employee.

Special performance reports may be required as called for in other sections of this Manual (i.e., probationary period, annual performance, a special performance evaluation). All performance evaluations will be submitted to the Town Manager for review and concurrence before they are considered finalized.

A performance appraisal does not assure a promotion, a pay increase, a lump sum payment or continued employment.

The supervisor or Department Director shall discuss each performance appraisal report with the employee being evaluated. The Department Director shall furnish the employee an official copy of the employee performance evaluation form. The employee may record any comments he/she may have, including statements of disagreement with the evaluation. Such statements will become a permanent part of the evaluation.

All employees are asked to sign their Performance appraisals indicating that he/she has seen the report. The employee's signature does not necessarily indicate that he/she agrees or disagrees with its contents. If the employee does not sign the performance appraisal within one week of receipt, the employee shall be deemed to have accepted the performance appraisal and their failure to sign the report noted.

An employee who has successfully completed their probationary period may request a reconsideration of the performance appraisal rating to the Department Director or to the Town Manager if the Department Director prepared the performance appraisal. That request for reconsideration must be made in writing within one work week of receipt of the written performance appraisal for signature from the supervisor. Department Directors and the Assistant Town Manager have no such rights of reconsideration.

IV. PERFORMANCE APPRAISALS (Continued)

B. TYPES OF PERFORMANCE APPRAISALS

1. PROBATIONARY PERIOD

Performance appraisals to provide a new employee feedback on their progress in their job will normally be completed at the end of the sixth month of employment and at the end of eleven months of employment. The performance appraisal at the end of the eleventh month of employment will be a major determining factor in whether the probationary employee is retained as an employee or is terminated. This evaluation shall be submitted to the Town Manager so that a decision can be made whether or not to retain the employee.

2. ANNUAL PERFORMANCE APPRAISAL

It shall be the responsibility of the appropriate Department Director to ensure that an annual performance evaluation is prepared for each employee in his or her department and reviewed with the employee in a timely manner. Department Directors are responsible for completing the appraisal forms on a timely basis and returning them to the Town Manager at least two weeks prior to the due date of the appraisal.

3. SPECIAL PERFORMANCE APPRAISALS

Any employee who receives an unsatisfactory annual performance appraisal will have a special performance appraisal completed at the end of 90 days after the date of the unsatisfactory appraisal, unless earlier action is warranted. At any time when an employee's performance has changed significantly from that of the previous reporting period, a Department Director may prepare a special performance appraisal.

V. DISCIPLINARY ACTION

It shall be the duty of each employee to maintain high standards of conduct, cooperation, efficiency, and economy in their work for the Town. Whenever work habits, attitude, production, or personal conduct of any employee falls below an acceptable standard, supervisors should point out the deficiencies at the time they are observed. Corrections and suggestions should be presented in a constructive and helpful manner in an effort to elicit the cooperation and goodwill of the employee. Supervisors shall assist employees in gaining capability through on-the-job training as required.

Only the Town Manager has the authority to implement discipline that results in a loss of pay. A Department Director or the Assistant Town Manager may implement discipline that does not affect salary.

INTENT

The purpose of these personnel policies is not intended to restrict the rights of anyone, but to secure satisfactory performance, behavior and order.

The severity of disciplinary action should be related to the gravity of the offense, the employee's record of disciplinary action, the level of responsibility of the employee's position, and Town practice in similar cases. Disciplinary action should be for good cause, be consistent with other actions taken by the Town, and be fair and equitable.

The severity of the infraction and the level of the employee's stature in the organization will impact the level of discipline warranted. Dismissal from employment can occur at any time if the infraction is of a grievous nature.

TYPES OF DISCIPLINE

- Written Reprimand
- Suspension without pay (In lieu of serving the suspension period or to reduce the period, an employee may request to forfeiture up to forty (40) hours of accrued vacation leave or compensatory time. This requires approval by the Town Manager.)
- Demotion
- Dismissal/Discharge

A. GROUNDS FOR DISCIPLINARY ACTION

The Town may establish reasonable policies and rules for the conduct of its business. The following may be considered grounds for disciplinary action based on the gravity of the offense. The Town, however, is not restricted from taking disciplinary action on other grounds, including violations of any provision of this Manual.

V. DISCIPLINARY ACTION (Continued)

1. ABSENCE WITHOUT LEAVE

An employee is considered absent without leave when they have not reported an absence from work to their supervisor or Department Director prior to the start of the work day. An employee who has been absent without leave for a period of three consecutive days shall be deemed to have abandoned their job and shall be terminated from employment. Dismissal can be reversed only with the approval of the Town Manager based on extenuating circumstances where it is established the employee could not have contacted his or her supervisor as required.

2. QUITTING WORK

Employees may not waste time, loiter, or leave their assigned work area during working hours without permission.

3. ABUSE OF SICK LEAVE, ABSENTEEISM AND TARDINESS

Employees may be disciplined when a pattern of tardiness and absenteeism becomes apparent.

Sick leave abuse includes but is not limited to the following:

- a. When an employee's absences are considered excessive (i.e. frequently out on sick leave).
- b. When a pattern of sick leave use can be demonstrated (e.g. employees who consistently call in sick on Monday or Friday, or utilize sick leave shortly after it is accrued.)
- c. When an employee has been absent three separate times in any 30 day period. These absences need not be in full day increments. An incident of sick leave regardless of duration is considered one absence.
- d. A pattern of frequent absences (e.g., one day each month)
- e. Sick leave usage following management denial for use of annual leave.

4. CONFLICT OF INTEREST

5. CONVICTION OF A FELONY OR OTHER CRIME INVOLVING MORAL TURPITUDE.

6. DAMAGE OR DESTRUCTION OF TOWN PROPERTY

Deliberate or careless damage to the Town's property, or loss of Town property due to neglect, inattention, or carelessness.

V. DISCIPLINARY ACTION (Continued)

7. DISCOURTESY

Employees are expected to be courteous, polite and friendly both to residents, customers and fellow employees. No one should be disrespectful, use profanity, raise their voice in anger, or engage in any activity which injures the image or reputation of the Town.

8. FIGHTING, THREATS, AND WEAPONS

The Town will not tolerate fighting; threatening words or conduct, or acts of violence in the workplace. Weapons are strictly prohibited on Town property to the extent allowable within state or federal laws.

9. FRAUD, DISHONESTY AND FALSE STATEMENTS

Falsification of any application, medical history record, invoice, paperwork, time record, or any other document.

If a significant fact is misrepresented on an employee's employment application and the Town only discovers that misrepresentation after the employee has been employed, it shall be the Town's policy to withdraw the employee's original appointment to the position and the employee shall be considered terminated with cause.

10. HARASSMENT OR DISCRIMINATION

See Town's Harassment and Discrimination policy in Section II of these policies.

11. INSUBORDINATION

Failure or refusal to carry out the lawful instructions or directives of supervisors and managers constitutes insubordination. Insubordination also includes:

- a. Disrespect, publicly displayed at a work site, toward a supervisor or the Town
- b. Threatening, coercing, interfering or intimidating supervision

12. MISAPPROPRIATION, DESTRUCTION, THEFT, OR CONVERSION OF TOWN OR OTHERS' PROPERTY

Misuse, use without authorization of equipment, or theft of vehicles, tools, supplies or other property of the Town or other employees.

V. DISCIPLINARY ACTION (Continued)

13. UNSATISFACTORY PERFORMANCE

Employees are expected to make every effort to learn the requirements of his or her job and to perform that job at a satisfactory level. Any employee who fails to maintain a satisfactory level of performance is subject to termination. Poor performance includes, but is not limited to failure to complete assignments in a quality fashion, failure to complete assignments within prescribed time periods, and insufficient productivity.

14. SOLICITATION/DISTRIBUTION

Solicitation by an employee of another employee during the working time of either employee for any reason is strictly prohibited. Distribution of advertising materials, handbills or other literature is prohibited in all working areas at all times. Solicitation and distribution by non-employees is prohibited on Town premises at all times.

15. SUBSTANCE ABUSE

Introduction, possession, or use of liquor/illegal drugs on Town property or in while operating Town equipment, or working under the influence of liquor/illegal drugs.

16. UNSAFE ACTIONS

Employees are expected to exercise good judgment and common sense in day-to-day work. Horseplay and practical jokes can cause accidents and injuries and therefore are not permitted. Employees who have or cause preventable accidents are subject to disciplinary action.

17. ATTENDING TO PERSONAL MATTERS DURING WORK TIME

Personal calls and texting during work hours are restricted to a few brief calls or texts per day to make appointments, confirm the status of a child's location, or deal with a personal emergency or unusual circumstance. No texting is allowed when driving a Town vehicle and the use of a cell phone should be severely limited when driving.

18. THEFT

The Town does not tolerate theft in any form and reserves the right to inspect all lockers, desks, tool boxes, purses, briefcases, packages, vehicles and any other personal property which is brought onto Town property.

Accepting payment for time not worked as a result of pursuing personal activities shall also be considered theft.

19. UNLAWFUL ACTIVITY

No employee may engage in any unlawful activity either on or off the job.

V. DISCIPLINARY ACTION (Continued)

20. FAILURE TO PROPERLY REPORT ACCIDENTS OR PERSONAL INJURIES WHILE ON THE JOB.

21. REPEATED CONVICTIONS DURING EMPLOYMENT ON MISDEMEANOR OR TRAFFIC CITATIONS IF THE EMPLOYEE IS REQUIRED TO DRIVE A TOWN VEHICLE IN THE PERFORMANCE OF THEIR DUTIES.

22. ACTS OF MISCONDUCT

No employee may engage in any conduct on or off duty that will reflect an unacceptable public image on the Town of Lauderdale-By-The-Sea.

23. MAKING IMPROPER STATEMENTS

No employee may make or publish false, vicious, or malicious statements concerning any Town resident, employee, supervisor, the Town or its operations.

24. REFUSAL TO PARTICIPATE IN AN INVESTIGATION OF MISCONDUCT OR LYING TO A SUPERVISOR.

25. ACCEPTING GIFTS AND GRATUITIES

Before an employee accepts a gift, the employee has several things to consider because state law and Town regulations apply. In general, gifts of any value are discouraged.

Employees are prohibited from accepting meals, gifts or gratuities that are intended for their personal use with a value of greater than \$20 from a Town vendor, a vendor seeking to do business with the Town, or a business located in the Town.

No gift may occur on a recurring basis (recurring is defined as three or more times per year).

No employee shall solicit a gift.

No employee shall accept anything of value, based upon any understanding or belief by the giver that it would influence the carrying out of the employee's duties.

If an employee is invited to grand opening or similar event, he or she may accept food and beverages provided that attendees are also invited to that event and given the same food and drink. If there is a cost to attend the event, the employee must pay the cost of the ticket.

Discounts that are offered to all Town employees may be accepted, provided the discount is not based on preferred treatment of the vendor by employees and is not otherwise offered to convey a financial benefit in violation of ethics laws.

V. DISCIPLINARY ACTION (Continued)

26. IMPROPER USE OF TOWN VEHICLES

The use of Town-owned vehicles or equipment for personal use or private business is strictly prohibited. Vehicles will be used for official business only and must be operated within the limits of the law. Operators will be held responsible for fines and for damages resulting from their own negligence.

In order to promote safety and minimize liability, the following activities are prohibited while operating a Town vehicle or any vehicle during the performance of Town business:

- Sending or reading text messages, instant messages, emails.
- Accessing the Internet
- Using or accessing any telephone applications or “Apps”
- Taking pictures or making video recordings

The foregoing list is not meant to be exhaustive, but is a mere representation of popular cellphone functions that are prohibited by the Town while employees are operating a Town vehicle. The use of a cellphone for voice calls is permitted, provided the employee is using hands-free technology with voice-activated dialing features, the conditions are such that it can be done safely and the call is brief. Otherwise, employees must pull over and park the vehicle in order to make or receive a phone call.

27. INTERFERING WITH TOWN OPERATIONS

Employees may not curtail, restrict production, or interfere with work in or about the Town’s work areas, including but not limited to, instigating, leading or participating in any walk-out, strike, sit-down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.

Violation of any of these rules may lead to disciplinary action, up to and including immediate termination from employment. Obviously, this list is not all inclusive and there may be other circumstances for which employees may be disciplined or terminated from employment.

VI. BENEFITS

A. CATEGORIES OF PERSONNEL FOR BENEFIT ELIGIBILITY

1. FULL-TIME EMPLOYEE

An individual is considered a full-time employee if he/she regularly works 80 hours during a two-week pay period. Full-time employees are eligible to participate in employee benefits as set forth in the various benefit policies.

2. PART-TIME EMPLOYEE (WITH BENEFITS)

An individual is considered a part-time employee if he/she regularly works less than 80 hours but no less than 48 hours during a two week pay period. Part-Time Employees are eligible to participate in employee benefit programs as provided in this Manual on a pro-rata or cost basis based on the number of hours regularly worked.

3. PART-TIME EMPLOYEE (WITHOUT BENEFITS)

Part-time employees that regularly work less than 48 hours during a two week pay period are not eligible to participate in the Town's employee benefit programs unless required by law.

4. TEMPORARY EMPLOYEE

The Town may hire temporary employees from time to time. Temporary employees may work up to 40 hours per week depending on their assigned schedule. Such employees will receive only those benefits specifically set forth in their respective employment offer letters from the Town Manager.

B. AUTHORIZED LEAVE

1. ATTENDANCE RECORDS

An attendance record shall be maintained for each employee by the individual who functions as payroll administrator. This record shall reflect all absences including sick leave, vacations, holidays, jury leave, military leave, and absences with or without pay. These records shall be made available to the employee for inspection upon request.

VI. BENEFITS (Continued)

2. ANNUAL VACATION LEAVE

a. Annual Vacation Leave Accruals for Full-Time Employees

<u>Years of full-time service</u>	<u>Leave days earned per year</u>
Less than 5	10
At least 5 but less than 13	15
13 or more	20

A prorated share of the annual leave shall be accrued by the employee every pay period.

The Town Manager has the authority to give exempt personnel who regularly work long hours up to five (5) additional days of vacation each calendar year. However, such time cannot be granted if it causes the employee to surpass the maximum accumulated vacation leave.

b. Annual Vacation Leave Accruals for Part-Time Employees

Vacation leave will accrue to part-time employees on a prorated basis each pay period. Example: A part-time employee who has worked for the Town for less than 5 years and averages 60 hours per pay period will earn 75% ($60/80 = 75\%$) of the vacation leave that would be earned by a full-time employees (i.e., 10 days x 75% = 7.5 days per year).

Part-time employees that regularly work less than 48 hours during a two-week pay period are not eligible for vacation leave, but may be granted leave without pay for the purposes of vacation if their requests do not inhibit Town operations or programs.

c. Accrual of Vacation Leave While Not in Pay Status

Employees shall not accrue vacation leave for any month in which they are not in pay status for at least one-half of the work days of the month. In “pay status” means the employee is at work or on paid leave (administrative, holiday, sick, or vacation).

Employees on no pay status due to eligible military leave will be exempt from the accrual stoppage.

d. Maximum Vacation Leave Accrual

Employees may carry forward up to 120 hours of annual leave from one calendar year into the next calendar year. Accumulated leave in excess of 120 hours shall be used by the end of the pay period that includes December 31 of each calendar year or it will be forfeited.

VI. BENEFITS (Continued)

e. Use of Vacation Leave

Each employee shall take at least 5 days of paid vacation per year if he/she accrues that much vacation leave.

At the request of the employee, absence on account of sickness, injury, or disability in excess of accrued leave authorized for such purposes may be charged against the employee's annual vacation leave allowance at the discretion of the Department Director.

Whenever possible, employees shall request vacation leave of more than a few days' duration at least a month before the desired leave dates. The Department Director will try to accommodate such requests, but shall take into consideration the Town's and Employee's anticipated workload during the time requested, hurricane season and the vacation leave requests of other Employees.

The Department Director will respond to vacation leave requests at the earliest practical date. Employees are cautioned not to make any financial commitments until after their leave request has been approved by their Department Director.

When a holiday occurs during the period of an employee's vacation leave, the employee's time records will reflect a holiday taken for that day, not vacation leave.

Except in the case of emergency, all requests for annual leave shall be subject to approval in advance by the employee's supervisor.

Each Department Director shall use whatever methods of compiling and scheduling leave requests that work best for the department as long as the methods are reasonable, fair, consistent, and not discriminatory. The Department Director shall not schedule annual leave in such a way that departmental operations are compromised.

f. Cancellation of Approved Vacation Leave

In case of a disaster or serious damage and cleanup requirements in the Town after a storm or natural disaster, pre-approved vacation leave may be cancelled by the Department Director. In the event such cancellation results in documented financial penalties to the employee for vacation plans that were made after the vacation leave was approved, the Town may reimburse the employee for such charges.

VI. BENEFITS (Continued)

g. **Payment for Accrued Vacation Leave**

An employee may cash in up to 50% of the normal vacation leave accrued each calendar year after meeting the minimum vacation use requirement provided that funds are available in his or her department's budget to cover the cost. Payment for cashed in vacation leave shall be paid at the base salary rate, excluding any incentive pay or payment for serving in an acting capacity or out of class capacity.

An employee who is separated from Town employment, for any reason except for cause or resignation not in good standing, shall receive payment for his or her accrued vacation leave at the time of his/her termination. Employees who are terminated for cause or resign not in good standing forfeit their accrued vacation time.

3. **SICK LEAVE**

Lauderdale-By-The-Sea provides sick leave to its employees for bona fide personal illness, injury, legal quarantine, medical (including vision and dental) appointments, sickness or injury within one's immediate family, or the care of a newborn or adopted child. Employees claiming sick leave for other purposes shall be subject to disciplinary action.

a. **Sick Leave Accrual Rate**

Full-Time Employees are eligible to accrue paid sick leave after three months of continuous employment. Full-Time Employees accrue sick leave at the rate of 3.7 hours per pay period (approximately 12 days per year) beginning the first payroll period after three months of continuous service.

Sick leave is available for use after it is accrued. Use of sick leave shall not be authorized until such time as it is accrued. When an employee is out of sick leave, he/she may use earned annual leave at the discretion of the Department Director.

Maximum Accumulation. Employees may accrue sick leave and carry it over from one year to the next, however, the maximum accumulation of sick leave for employees shall be sixty (60) working days.

Accrual of Sick Leave While Not in Pay Status

An employee will only accrue sick leave during such time as he or she is in a paid status for at least three-fourths of the employee's regularly scheduled hours for that pay period.

VI. BENEFITS (Continued)

Employees on no pay status due to eligible military leave will continue to earn sick leave.

Part-Time Employees will accrue prorated sick leave based on average hours worked per pay period in the same manner as described for regular full-time employees.

b. Use of Sick Leave

Sick leave may be taken:

1. When an employee is unable to work due to personal illness or injury, or when the employee's presence may endanger the health of fellow workers;
2. For medical, optical, and dental appointments; and,
3. When there is an illness or accident involving an immediate family member that requires the employee to provide care. This policy shall not apply for more than five (5) days without the permission of the Town Manager.

The use of sick leave shall be approved by the Department Director, Assistant Town Manager, or Town Manager.

If sick leave, in combination with hours worked and other types of paid leave (including but not limited to pre-approved vacation time, holidays, personal days, bereavement leave, jury duty, and admin time), totals more than 40 hours during the work week, the amount of sick leave an employee uses shall be reduced to bring the total hours paid to the greater of 40 hours or the total of hours worked plus non-sick paid leave for the week. For example, if an employee is approved for 8 hours of sick leave on Monday and then works a total of 36 hours Tuesday through Friday; the employee would be allowed to utilize a total of 4 hours of sick time for the week and the payroll administrator is required to adjust the employee's sick time accordingly.

c. Procedure for using sick leave

In order to be eligible for sick leave with pay, an employee must advise the supervisor prior to the beginning of his or her scheduled work day. An employee who fails to so notify the supervisor shall not be paid for sick time taken prior to notification.

If the absence extends beyond three days, the employee shall keep the supervisor advised as to the employee's anticipated return. The employee may be required to submit a statement from the attending physician(s) as to the duration of the illness, if requested.

VI. BENEFITS (Continued)

It is the employee's responsibility to submit a sick leave request on the day they return to work. The Department Director shall review and make a determination on sick leave requests, wherever possible, so that the sick leave is booked in the pay period in which the absence occurred.

d. Extended Sick Leave

Due to the small size of the Town's staff, it is difficult to accommodate extended sick leave for an employee beyond 60 days in a four month period.

If an employee is unable to return to work after 60 days of absence, the Town may terminate the employee unless applicable law provides otherwise.

If the employee on extended leave is in "good standing" with the Town, as defined by the Town Manager, the employee will be eligible for reappointment to the same position they held, or a lesser position for which they are qualified, without going through a competitive process for a period of one year should a vacancy in such position occur.

e. Sick Leave due to Emergency or Serious Illness

An employee who is absent due to an emergency or serious illness should call or have someone notify his/her supervisor or Department Director to report such an absence.

An employee who has been absent under the following conditions, upon returning to work, must have a doctor's statement that indicates that he/she is able to return to work with or without a reasonable accommodation:

Employee has been hospitalized.

Employee is absent five (5) or more consecutive work days.

As a convenience to the employee, it is not required to call in every day while hospitalized. However, it is the responsibility of the employee to notify the appropriate Department Director that he or she is in the hospital and to estimate how long it will be before he or she will return to work.

Unless the employee has been placed on medical leave, upon release from the hospital, the employee is required to call his/her supervisor each day until released by his/her doctor to return to work.

VI. BENEFITS (Continued)

f. Abuse of sick leave

Sick leave abuse includes but is not limited to the following:

When an employee's absences are considered excessive (i.e. frequently being out on sick leave).

When a pattern of sick leave use can be demonstrated (e.g., employees who consistently call in sick on Monday or Friday, or utilize sick leave shortly after it is accrued.)

When an employee has been absent three times in any 30 day period. These absences need not be in full day increments. An incident of sick leave, regardless of duration, is considered one absence.

A frequent pattern of absences (e.g., one day each month).

Sick leave usage following management denial for use of annual leave.

At the discretion of the employee's immediate supervisor or other appropriate authority, medical certification of sick leave may be required if the above patterns of abuse are identified.

g. Payment for Sick Leave Upon Termination of Employment

1. Upon leaving Town employment, in good standing, employees hired prior to October 1, 2011 will be reimbursed for 25% of their unused accrued sick leave. Employees who are terminated from employment for disciplinary cause shall not be entitled to any payment for unused accrued sick leave.
2. Upon leaving Town employment, in good standing, employees hired after September 30, 2011 will be reimbursed for their unused accrued sick leave according to the following table.

Percent of Accrued

<u>Continuous Years of Service</u>	<u>Unused Sick Leave</u>
Less than 5 Full Years	0%
5 full years but less than 10 full years	10%
10 full years or more	15%

Employees who are terminated from employment for cause shall not be entitled to any payment for unused accrued sick leave.

VI. BENEFITS (Continued)

3. The beneficiaries of any employee who dies while employed by the Town shall be compensated for 100% of the deceased employee's unused, accumulated sick leave at the time of their death, regardless of their date of hire.

Note: VI.10 DONATED LEAVE is on page 48.

4. MILITARY-RELATED LEAVE

- a. Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws.

Employees are to notify their Department Director of upcoming military duty by providing him or her with a copy of their military orders within five days of receipt.

Up to 60 work days of leave will be granted to an employee for qualified exigencies for an employee's spouse, son, daughter or parent who is a member of the Armed Forces on active duty or who is called to active duty in support of a contingency operation.

An employee may use vacation leave for qualifying exigencies, which include:

- attending military events and official related activities
- addressing alternative childcare and related activities
- addressing alternative care for a parent and related activities
- attending to financial and legal arrangements
- attending counseling
- spending time with member who is on short term rest during deployment
- any other event the Town deems as a qualifying exigency

- b. Injured Service Member Leave

An employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single 12-month period and may not exceed 26 weeks during the single 12 month period. The single 12 month period begins on the first day an eligible employee takes leave to care for the injured service member. The

VI. BENEFITS (Continued)

employee may use vacation and sick leave and then an unpaid leave of absence.

A “covered service member” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness as defined in the FMLA regulations.

c. Compensation for military leave

Regular employees who are commissioned reserve officers or reserve enlisted personnel in the U.S. military or naval service or members of the National Guard shall be entitled to leave of absence from their respective duties without loss of pay for training purposes, not to exceed 240 working hours in any one calendar year. Employees granted leave under this provision will receive, where their Town pay is greater, the difference between their Town pay and their military pay. When military pay is greater than or equal to their Town pay, no wage payments will be made by the Town for this leave period. It is the employee’s responsibility to provide such records and proof as necessary to certify any pay differences which may be due from the Town.

Regular employees, who are service members in the National Guard or a reserve component of the Armed Forces of the United States, shall be granted leave of absence to perform active military service at no loss in pay for the first 30 days of any such leave. Employees granted leave under this provision will receive, where their Town pay is greater, the difference between their Town pay and their military pay. When military pay is greater than or equal to their Town pay, no wage payments will be made by the Town for this leave period. It is the employee’s responsibility to provide such records and proof as necessary to certify any pay differences which may be due from the Town.

An employee who is a member of the Florida National Guard is entitled to leave of absence without loss of pay on all days during which the employee is engaged in active state duty for a named event, declared disaster, or operation pursuant to state law. However, a leave of absence without loss of pay may not exceed 30 days for each occurrence.

5. FAMILY MEDICAL LEAVE (FML)

Although Town employees are not eligible for federally protected leave under the Family and Medical Leave Act (**FMLA**) due to the small

VI. BENEFITS (Continued)

number of employees we have, the Town does wish to provide Family Medical Leave (**FML**) as described in this section.

Eligible employees may submit a request to take up to twelve (12) weeks of unpaid, job-protected leave for specified family medical reasons, provided that such members have worked for Lauderdale-By-The-Sea for at least one year and for a minimum of 1,500 hours over the previous twelve (12) months.

a. Conditions for FML

A request for family medical leave must involve one or both of the following reasons:

- i. To care for the employee's newly-born or adopted child.
- ii. To care for the employee's spouse, domestic partner (partners must share a common address), son or daughter, sister, brother or parent who has a serious health condition which requires monitoring and the presence of a care giver.

b. FML Notice and Medical Certification

When seeking family and medical leave, an employee must provide:

- i. Fourteen (14) days advance notice of the request to take family medical leave, if the need is foreseeable.
- ii. Medical certifications (utilizing a Town provided form) supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.

Failure to comply with these requirements may result in delay or denial of leave.

c. Town Manager Approval

Family Medical Leave is subject to written approval by the Town Manager. The extent to which the employee's Department can adequately function during their absence shall be a strong consideration in the Town Manager's decision.

d. Duration of FML

Eligible employees may receive approval for up to sixty (60) days of unpaid leave during any "rolling" 36 month period, measured backward from the date of any family or medical leave. However, family and medical leave involving the birth or placement of a child for adoption or foster care must be concluded within 12

VI. BENEFITS (Continued)

months of the birth or placement.

An employee may take family and medical leave intermittently, which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule—whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work. An employee may also take family and medical leave intermittently for the birth of a child to care for a newly-born child, or the placement of a child for adoption or foster care.

e. **Exceeding FML**

Any employee who fails to return to work at the end of their approved period will be considered to have voluntarily resigned their position. This resignation shall be considered to be in good standing.

f. **Use of Accumulated Sick and Vacation Leave**

The Town requires the employee to use any accrued sick and vacation leave while on FML

g. **Maintenance of Health Benefits**

If the employee on FML or their spouse or family, participate in a group health plan, the Town will maintain coverage under the plan during the employee's family and medical leave. This coverage will be provided if the employee, their spouse or family were covered under the plan before the leave was taken and on the same terms as if the employee had continued to work. The employee must make arrangements to pay whatever portion of the health plan premiums they normally pay while on leave.

h. **Job Restoration**

Upon returning from FML, the employee will be restored to their original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions provided that such a job is vacant. If no such position is available, the employee may be offered a lesser position for which they are qualified.

i. **Non-Contractual Nature of This FML Policy**

The duration of leave, availability of benefits, opportunity for job restoration, and other rights and privileges associated with FML are limited by the requirements of this Manual and any applicable state and federal law. No express or implied contractual rights should be inferred from this policy.

VI. BENEFITS (Continued)

6. JURY DUTY & COURT APPEARANCES

All Town employees selected for jury duty shall be entitled to leave with pay for the period of absence from work required. Such leave shall not be charged to accrued annual or sick leave.

Employees who are rejected for jury service, or who attend court for only a portion of a regular scheduled workday, shall report to their supervisor when excused or released by the court. Eligibility commences on the first day of active employment. If an employee is called for jury duty and serves as a juror on a regular working day or days, he/she will receive pay for the time lost (up to eight hours per day) from work by reason of such service.

a. Procedures

When called for jury duty, the employee must show the summons to the supervisor prior to the date of service so that authorization and plans for the absence can be made. Failure to advise the supervisor in advance may be cause for the employee not to receive jury duty pay. In addition, the employee must complete the request for leave of absence form. If released from jury duty before regularly scheduled lunch period, the employee is required to return to work. Upon return to work (after having been released by the court), the employee must submit to the supervisor a statement from the clerk of court indicating the dates and amount paid for serving as juror.

The supervisor will turn the statement over to the Finance Director who will notify the payroll administrator to pay the employee for jury duty. Employees called to jury duty, or who are subpoenaed to attend court as a witness, must advise their supervisor as soon as possible after receiving notification.

b. Official Court Attendance

All permanent employees subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the Town shall be entitled to their regular pay for such period as the court attendance may require. Any fees paid for such service may not be retained by the employee. Any pay for jury duty shall be forwarded to the Town Finance Director except for mileage, unless mileage was attributed to a Town vehicle.

VI. BENEFITS (Continued)

7. BEREAVEMENT LEAVE

All permanent employees are eligible for bereavement leave. Eligibility commences on the first day of active employment. If an employee has a death in his /her immediate family and needs the time off, he/she will be paid for time lost from work up to three (3) days. This may be taken within three (3) calendar days before the funeral or within five (5) calendar days after the funeral.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as bonuses or shift differentials.

All absences related to someone other than a member of the employee's immediate family shall be taken without pay or charged against accrued annual (vacation) leave. The Town may request proof of the death and evidence that the individual who died is a member of the employee's immediate family.

8. LEAVE WITHOUT PAY

a. Leave for Illness or Temporary Disability

For any extended period of illness or disability due to a non-work related injury, where an employee has used all available accrued sick and annual leave, the employee may apply for leave without pay (**LWOP**) status which shall not exceed 60 work days.

Requirements: The employee requesting LWOP must have worked for the Town for a minimum of two years, have received a performance rating of satisfactory or above in their last review, and have no disciplinary action in the prior 24 months.

The application for LWOP shall be in writing and include a physician's certification of the condition, and shall specify the period of time the employee will be incapacitated.

The decision as to whether to approve the LWOP request is solely at the discretion of the Town Manager and is heavily dependent upon the ability of the Department in which the employee works to accomplish their workload without the employee's presence.

If the request is approved by the Town Manager, the dates set forth by the physician shall be strictly adhered to. In cases of apparent abuse, the Town may require additional documentation from the physician issuing the certificate or may secure additional medical opinions from other physicians.

VI. BENEFITS (Continued)

If the employee does not return to work on the scheduled date, they shall be considered to have voluntarily resigned their employment. The employee may resign in good standing by giving written notice to the Town at least two weeks prior to their return date.

b. LEAVE FOR OTHER COMPELLING REASONS

The Town has a small workforce which makes it difficult to accommodate employees' requests for unpaid leaves of absence. Nevertheless, the Town does wish to outline procedures for considering a request for unpaid leave of absence when justified by compelling personal circumstances for which our Family Medical Leave policy, or any state or federal protected leave policies do not apply.

Requirements: The employee requesting leave without pay must have worked for the Town for a minimum of two years, have received a performance rating of satisfactory or above in their last review, and have no disciplinary action in the prior 24 months.

Employees may request unpaid leave of absence for a compelling reason not to exceed 60 work days in any consecutive three year period, only after exhausting accrued vacation time, accrued compensatory time, and, if applicable, sick leave. The determination of whether there is a compelling reason is solely at the discretion of the Town Manager.

Depending on the specific circumstances compelling personal reasons might include, but are not limited to:

- 1) Assisting an immediate family member going through a personal or legal crisis.
- 2) Assisting an immediate family member that is a victim of violence, a criminal act, or a natural disaster.
- 3) Assisting an immediate family member with house or property maintenance of a critical nature.
- 4) Pursuing an unusual educational or service opportunity related to municipal government.
- 5) Participating in a humanitarian rescue mission.
- 6) Unpaid service to another governmental unit during a crisis or emergency.

VI. BENEFITS (Continued)

A temporary employment opportunity is not a valid reason for unpaid leave of absence. In order to be approved, the Department Director and the Town Manager must determine that the employee's absence during the period(s) requested will not have a deleterious effect on the Town's ability to provide municipal services.

Procedures:

- 1) An employee who wishes to request unpaid leave of absence must make a request in writing to the Department Director at least two weeks prior to the beginning day of the requested period of leave. The request shall detail the reason for the request and the dates of the requested leave.
- 2) Town management shall ascertain if the employee is eligible to be considered for leave without pay under the requirements outlined above.
- 3) The Town Manager will make every effort to issue his or her decision prior to the requested start date of the leave.
- 4) The Town Manager's decision shall be final and is not appealable.
- 5) If there is a need to extend the unpaid leave beyond the original time approved, the employee shall make a written request for an extension at least two weeks before the expiration of the original approved leave, and the extension is subject to approval by the Town Manager. Extensions of leave will be considered on a case-by-case basis.
- 6) If the Town Manager declines to extend the leave or does not respond to the request, the employee must return to work on the originally scheduled return date or be considered to have voluntarily resigned from his or her employment in good standing.
- 7) If the employee does not return to work at the expiration of the leave, and did not request an extension at least two weeks prior to the scheduled return date, he or she shall be considered to have voluntarily resigned from his or her employment not in good standing.
- 8) Employees on unpaid leave of absence may continue medical, dental and vision insurance and long-term disability coverage for up to three months by paying the full premium.

VI. BENEFITS (Continued)

- 9) Group life insurance will continue during approved unpaid leave of absence.
- 10) The employee is responsible for premium payments for any voluntary insurance coverage.
- 11) All other benefits and leave accumulation will cease for the duration of the unpaid leave.

9. ADMINISTRATIVE LEAVE

The Town Manager may place an employee on paid or unpaid administrative leave. At the discretion of the Town Manager, employees placed on unpaid administrative leave may be permitted to use accrued annual leave or compensatory time in lieu of taking unpaid leave.

10. DONATED LEAVE

If an employee is on leave for personal illness, injury, legal quarantine, or sickness or injury within one's immediate family, or to care for a newborn or adopted child and he/she has exhausted all of his/her leave, he/she may notify the Town Manager and the Town Manager may authorize other employees to donate sick leave and / or vacation leave to the employee provided that:

All donors have a remaining balance of at least 160 hours of accumulated sick leave.

- 1) The number or hours of donated leave shall be converted to a dollar value based on the donor's rate of pay and then an equivalent number of hours shall be credited to the donee at the donee's rate of pay.
- 2) The total amount of leave donated to the employee shall not exceed the amount required to deal with the specific matter for which the donated leave was authorized. Excess donated leave shall be credited back to the donor(s) based on an apportionment methodology approved by the Finance Director.
- 3) Employees will be notified of the opportunity to donate leave by the Finance Director in a manner that respects the privacy of personal information and protects the confidentiality of Protected Health Information in accordance with applicable Federal and State laws.
- 4) Other than the Finance Director's notification of the opportunity to donate leave, all employees shall be prohibited from requesting, coercing, or otherwise influencing other employees to donate leave.

VI. BENEFITS (Continued)

C. CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

Under COBRA and Title XXII of the Public Health Service (PHS) Act, the Town is required to offer employees and their families the opportunity for a temporary extension of health coverage (called “continuation coverage”) at the employee’s expense at group rates in certain instances where coverage under the plan would otherwise end.

Employees covered by the Town’s group health insurance plan have the right to choose continuation coverage at their own expense if they lose their group health coverage because of a reduction in their hours of employment or the termination of their employment (for reasons other than gross misconduct). The employee’s eligible dependents may also have the right to elect and pay for continuation coverage for a temporary period in certain circumstances.

D. DEFERRED COMPENSATION PLAN

The Town may offer employees the opportunity to participate in a 457 deferred compensation plan. Eligibility begins on the date of hire. Non-matched, tax-free contributions may be deducted through payroll and must be a minimum of \$25 per pay period and can go up to the maximum set by the Internal Revenue Tax guidelines. When there is a conflict between the personnel policies and the benefit plan document, the plan documents will govern.

E. FLORIDA RETIREMENT SYSTEM (FRS)

All qualifying employees in regularly-established positions that are employed consecutively for at least six months are required to participate in the Florida Retirement System in accordance with the terms and conditions of that plan.

In the event that an employee is not eligible to participate in the FRS (e.g., as a result of having previously retired from the FRS), in lieu of providing a retirement benefit, the Town will contribute the difference between the normal Town contribution for that position and any FRS contribution actually required of the Town, to a deferred compensation plan on behalf of the employee.

When there is a conflict between this Manual and the FRS statutes or plan documents, the statute or plan documents will govern.

VI. BENEFITS (Continued)

F. HOLIDAYS

1. OFFICIAL HOLIDAYS

The following shall be observed as official holidays for employees of the Town of Lauderdale-By-The-Sea:

1. New Year's Day,
2. Martin Luther King Jr. Day,
3. Presidents' Day,
4. Memorial Day,
5. Independence Day,
6. Labor Day,
7. Veterans' Day,
8. Thanksgiving Day,
9. Day after Thanksgiving,
10. Christmas Day, and
11. Floating Holiday (day of employee choice).

Floating holidays shall be credited to employees on October 1st for use within the fiscal year. Floating holidays not used by September 30th shall be forfeited, and may not be converted to previously used leave.

When a holiday observed by the Town falls on Sunday, that holiday shall be observed on Monday after the holiday. When a holiday observed by the Town falls on Saturday, the holiday shall be observed on Friday before the holiday.

When a holiday observed by the Town falls within a period of paid leave, the holiday will not be counted as a workday in computing the amount of leave debited.

When a holiday observed falls within a period of unpaid leave, the employee will not be paid for the holiday.

2. ADMINISTRATION OF HOLIDAYS & HOLIDAY PAY

To be eligible for holiday pay, an employee (with benefits) must have worked for the Town at least thirty (30) calendar days and the holiday is a normal work day or the employee was in a Pay Status.

VI. BENEFITS (Continued)

For any Full-Time Employee who works an alternate schedule (not Monday-Friday, 8:00 am-5:00 pm), if their scheduled workday does not fall on the paid Holiday, they may be allowed to take the day closest to the paid holiday off with pay. If not used at that time, the supervisor may allow the Holiday to be carried forward.

Non-exempt employees who work a holiday will receive credit for one holiday and be paid at the rate of 1.5 times the employees' respective regular rate of pay for working on the Holiday. All holiday credits shall be used within the fiscal year.

Exempt employees who work on a holiday will receive credit for one holiday that they can use at a later time during that fiscal year.

G. LIFE INSURANCE

Regular Full-Time Employees are provided with a paid life and accidental death and dismemberment insurance policy in an amount prescribed by the Town's policy.

This insurance is effective at the beginning of the first day of the calendar month following 90 calendar days of full-time employment. The Town reserves the right to continue, alter or cancel this benefit with notice to the employees. The Town will provide advance notice to participating members of a significant change with respect to the terms of this benefit. When there is a conflict between the personnel policies and the benefit plan document, the plan documents will govern.

H. HEALTH-RELATED BENEFITS

Employees with benefits are eligible to participate in the Town's health-related insurance programs. Eligibility to participate in those programs, including the waiting period, shall be governed by the applicable health insurance contract(s).

The amount of money the Town contributes to the medical insurance plans will be determined by the Town Commission each year after a review of the premium costs for the various insurance programs. The Commission may differentiate between full-time and part-time employees in determining the amount of the Town's contribution towards the insurance premium cost. Employees must cover premium costs above what the Town contributes for coverage for themselves, and for spouses or covered dependents they may elect to cover, through payroll deductions. The Town will attempt to provide advance notice to participating members of significant changes with respect to the terms or cost of medical benefits.

VI. BENEFITS (Continued)

In the event that an employee who is eligible to participate in the Town's health insurance program does not elect to participate in our health insurance, the Town will contribute 80% of the Town's normal health insurance contribution for an employee with no spouse or dependent coverage to a deferred compensation plan on their behalf in lieu of providing health insurance. This provision shall not apply to employees who are eligible for Medicare due to federal laws on that matter. When there is a conflict between the personnel policies and the benefit plan document, the plan documents will govern.

NOTICE OF PRIVACY PRACTICES

The Health Insurance Portability and Accountability Act of 1996 requires that employees be notified on how medical information about them is collected, how that information may be disclosed and how they can get access to this information. Confidentiality is a top priority for the Town. We are committed to maintaining the highest level of confidentiality with all of the information we receive from our employees and subscribers to the various health benefit plans of the Town. The Town requires that contracted third-party administrators of the Town's health plans meet HIPAA security standards for all information, including that which is transmitted or maintained electronically.

The Town respects the privacy of personal information and understands the importance of keeping this information confidential and secure. The Town protects the confidentiality of the personal information we receive following Federal and State laws. Our practices apply to current and former employees and complies with the "Protected Health Information" (**PHI**) HIPAA disclosure requirements. The term "Protected Health Information" (**PHI**) includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form (oral, written, electronic). Non-authorized disclosure of PHI will be subject to disciplinary action up to and including dismissal. The Town is committed to maintaining compliance with HIPAA regulations and all related provisions of federal and state law, as it may be amended from time to time, shall apply.

The Town's Health Plan is required by law to take reasonable steps to ensure the privacy of the personally identifiable health information of employees, retirees, and dependents covered by the Town's group health plan, and to provide information about:

- the Plan's uses and disclosures of Protected Health Information (PHI);
- privacy rights with respect to PHI;
- the Plan's duties with respect to PHI;
- the right to file a complaint with the Plan and the Secretary of the U.S. Department of Health and Human Services; and

VI. BENEFITS (Continued)

- the person or office to contact for further information about the Plan's privacy practices.

I. WORKERS' COMPENSATION

The Workers' Compensation Law requires that an injured employee give notice to his/her supervisor immediately at the time of the injury no matter how minor. If the employee fails to file this report with his or her supervisor at the time of the incident, the Town cannot be responsible for any delays in processing the employee's claim. Failure to comply with Workers' Compensation laws may result in forfeiture of benefits.

To be eligible for Workers' Compensation benefits, the injury must be a direct result of the job. Benefit entitlements are governed by law, but it is essential that employees report all work-related accidents, injuries, and illnesses immediately, regardless of how minor the injury may be.

The Town, in its sole discretion, may require an employee who is injured on the job to submit to a drug test. Moreover, the Town has the right to monitor and investigate all claims suspected to be fraudulent. The Town will pursue all available legal action against any employee found to have engaged in fraudulent conduct. Filing a false or fraudulent claim is also a violation of Town policy, and will result in disciplinary action, up to and including immediate termination.

The Town shall pay the employee their normal rate of pay for all regular workdays that fall into a thirty (30) calendar day period following a compensable injury, provided the employee is unable to work. This benefit permits an employee to receive full pay without utilizing accrued sick leave and or vacation leave during this period, but requires that the Town be provided the salary benefit paid by Workers' Compensation applicable to said period.

At the expiration of the 30 day period, the Town shall discontinue payments, if any, and the employee may thereafter utilize accrued sick leave to supplement the salary benefit paid by Workers Compensation in order to bring their compensation to its normal level.

Workers' Compensation is a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence section (Section VI, B) of this Manual for more information.

VI. BENEFITS (Continued)

J. RETIREE HEALTH INSURANCE

Employees and their eligible dependents may continue to participate in the Town's group health insurance plan provided enrollment occurs immediately upon retirement from active employment and continues coverage without interruption. Retirement shall mean application for and receipt of retirement benefits under any Florida Retirement System (FRS) plan. An employee not in FRS plan shall be considered a retiree if he/she meets the following age and service requirements age 65, and worked for the Town as a Full-Time Employee or a Part-Time Employee (with benefits) for a period of at least 12 consecutive months. The health insurance coverage shall be identical to that offered to active employees. Health insurance premiums for continued participation shall be paid by the retiree.

VII. SALARY ADMINISTRATION

A. WORK HOURS

The Town's work week shall begin on Saturday and end on the following Friday. The variety of services performed by the Town may require various employees to work different schedules. An employee's supervisor will explain their work hours to them and the Town reserves the right to change an employee's work hours based on Town needs. Employees are expected to be at work during the regularly established workweek for their respective positions (which may vary depending on respective position, assignment or work location). Town employees that are exempt from coverage under the Fair Labor Standards Act are expected to work as many hours in a given week as are necessary to complete that employee's assigned duties and responsibilities, regardless of the specific work hours assigned to that position by the Town Manager.

Job classifications shall periodically be evaluated to ensure that they are properly classed as exempt or non-exempt under the provisions of the Fair Labor Standards Act.

All employees must be at their desk or reporting work site and be ready to begin working at the beginning of their shift. Each employee shall leave when his/her shift is over. Variations from assigned work hours must be pre-approved by the employee's Department Director. If an employee requests flexible hours for an extended period, it must be approved by the Town Manager before implementation.

All non-exempt employees are entitled to one unpaid meal break of at least one-half hour per shift, during which such employees may not perform any work on behalf of the Town. Permission may be given by the employee's supervisor to extend or shorten a lunch period but this time differential must be reflected on the employee's time sheet.

B. PAY

The Town strives to provide employees with a fair day's pay for a fair day's work and to maintain salary levels that are competitive. Employees are paid bi-weekly. Should a payday fall on an official holiday, paychecks will be issued on the last working day before the holiday.

All employees may be paid by direct deposit, provided that they authorize such direct deposit in writing and they designate in writing the financial institution where such deposit is to be made. The exception to this may be the employee's first or last check.

VII. SALARY ADMINISTRATION (Continued)

C. OVERTIME PAY AND COMPENSATORY TIME OFF

Employees classified as exempt are not eligible for overtime pay. Exempt employees work on a salaried basis; that is, they are expected to work the hours necessary to satisfactorily complete their duties without extra compensation. Exempt employees who regularly work many more hours than the standard work week established for their position may be allowed time off at the discretion of the Town Manager or credited with additional vacation days.

Non-exempt personnel who are required by their supervisor to work more than the standard work week established for their position are eligible to receive overtime pay or compensatory time of time and one-half for hours worked in excess of 40 hours in one work week. When operating requirements cannot be met during regular working hours, employees may be scheduled to work overtime. Overtime for non-exempt personnel may only be worked if it is absolutely essential and if properly authorized by the employee's Department Director or the Town Manager in advance.

Overtime pay is based on hours actually worked except as provided below. Sick leave utilized in a workweek will **not** be considered hours actually worked in that work week for purposes of performing overtime calculations. Holiday leave and vacation leave will be treated as hours actually worked. Hours worked on a holiday will be paid at the rate of one and one-half (1½) hours for each hour worked, all of which will be calculated as hours worked for the purposes of calculating overtime. The three (3) hour minimum of call back pay shall also be considered as hours actually worked in accordance with Section VII (I) below.

Failure to work scheduled overtime, or working overtime without prior authorization from the Department Director, may result in disciplinary action, up to and including termination of employment.

Non-exempt employees may receive compensatory time off in lieu of overtime, at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked. The decision as to whether the employee receives overtime or compensatory time off is at the discretion of the Department Director. Also at the discretion of the Department Director, compensatory time may be accrued up to a maximum of one hundred twenty (120) hours. Once compensatory time has been earned and accrued, it may not be cashed in for monetary payment during employment.

When a non-exempt employee leaves Town employment, accrued compensatory time shall be paid out in a monetary lump sum in accordance with FLSA guidelines in effect at the time of departure.

VII. SALARY ADMINISTRATION (Continued)

Non-exempt employees may utilize compensatory time provided reasonable written notice of utilization is given. The Department Director must authorize all compensatory leave use based on departmental operations not being unduly disrupted by the employee's use of compensatory leave. The non-exempt employee will be advised in writing by the Department Director of the approval or denial of the request.

D. SALARY APPROVAL AUTHORITY

The minimum and maximum salary of each job classification within the Town organization shall be set by the Town Commission by the adoption of a pay plan.

The Town Manager has the authority to determine starting salary and make other salary decisions, provided that such decisions are consistent with the Town Commission-approved pay plan and that funds are available in the Town's budget for the salary decision.

E. MERIT INCREASES

The Town Manager may increase an employee's compensation at the time of their annual performance appraisal, or based on a special performance review, if there are budgeted funds available to cover the cost of the salary increase.

Below Mid-Point: Employees whose performance is evaluated as satisfactory may receive up to a 2.5% merit increase. Higher performing employees may receive up to a 5% merit increase in salary.

Above Mid-Point: To move beyond the mid-point of the salary range, the employee's performance must be evaluated as above satisfactory and they may receive up to a 5% merit increase in salary. If a merit increase for an eligible employee results in their salary exceeding the salary range, the amount over the salary range will be paid as a lump sum payment.

F. BONUSES

Bonuses may be given only as a lump sum amount and may not increase an employee's base salary. The Town Manager has the authority to grant a bonus of \$1,000 or less. The Town Commission shall approve any bonus in excess of \$1,000.

The Town's ability to grant a bonus is governed by state statute 215.425, which provides that (a) a bonus must be based on work performance; (b) the performance standards and evaluation process by which a bonus will be awarded must be described; (c) all employees must be notified of the bonus program; and, (d) all employees are eligible for the Town's bonus program, subject to the

VII. SALARY ADMINISTRATION (Continued)

availability of budgeted funds.

Bonus Policy: Employees are eligible for consideration of a bonus in the following circumstances.

Through an employee's specific efforts, the Town avoids expenditures or has actual saving of a significant nature;

An exempt employee who because of unusual circumstances such as a natural disaster or a special project, is required to work beyond their normal schedule for an extended period of time

An employee performs an act of heroism in the Town of Lauderdale-By-The-Sea that reflects well on the Town government.

An employee who, in addition to their work, absorbs and completes the workload of another employee for more than three weeks.

G. SEVERANCE PAY

An employee who is laid off from employment due to a reduction in force or hours or lack of work, who is asked to resign and does, who must resign due to disability, or who is separated without cause is eligible to receive a severance payment if they sign a general release and waiver of claims agreement against the Town regarding their separation from employment in a form provided by the Town.

Severance may be paid according to the following formula, if adequate funds are available in the Town budget to make the severance payments:

Years of Continuous Service:	Amount of Severance:
1-2 years:	2 weeks' salary
Greater than 2 years - 5 years:	3 weeks' salary
Greater than 5 years – 10 years:	4 weeks' salary
More than 10 years:	6 weeks' salary

Severance pay provisions in an employment agreement, if any, must comply with Florida Statute 215.425.

H. PERIODIC REVIEW OF THE PAY PLAN

In order to ensure that the salaries paid to Town employees remain competitive, the Town shall periodically conduct salary surveys of the marketplace for similar positions, or review salary surveys conducted by other agencies or jurisdictions, and make adjustments where appropriate and if funds are available.

VII. SALARY ADMINISTRATION (Continued)

Such salary reviews can be made for the entire workforce or for individual job classifications in advance of recruitment or when the Town is experiencing difficulty recruiting and retaining high quality personnel.

I. CALL BACK PAY

Non-exempt employees who are required to return to work outside of their normal work hours shall be compensated for a minimum of three (3) hours of work, regardless of whether they are required to be present at work for the full three hours. This minimum shall be counted as hours worked for the purposes of computing overtime. Call back pay shall not apply to an employee who is asked to extend their normal work day and work overtime.

An employee who is called back more than once during a shift shall only receive the three (3) hours on the first call back. Employees are paid for actual time for subsequent call backs on the same shift.

J. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for the Town. This salary will be established at the time of hire or when the employee becomes classified as exempt. While it may be subject to review and modification from time to time, such as during performance appraisal times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work the exempt employee performs.

To qualify for exemption, employees generally must be paid at not less than the salary threshold set by federal rule on a salary basis. Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis.

Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee’s predetermined salary, that employee is not paid on a “salary basis.” If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Exceptions: unless state law requires otherwise, an exempt employee’s salary can be reduced for the following reasons:

- Full-day absences for personal reasons;

VII. SALARY ADMINISTRATION (Continued)

- Full-day absences for sickness or disability;
- Full-day disciplinary suspensions for infractions of the Manual;
- FML absences;
- To offset amounts received as payment for jury and witness fees or military pay;
- The first or last week of employment in the event the employee works less than a full week; or,
- Any full workweek in which the employee does not perform any work.

It is the Town's policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all personnel from making any improper deductions from the salaries of exempt employees.

If an employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to their direct supervisor, or to the Town Manager. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be reimbursed for any improper deduction made.

K. NURSING MOTHER BREAKS

Non-exempt nursing mothers are entitled to reasonable breaks to express milk for their nursing child for at least one year after the child's birth so long as the break does not impose an undue hardship for the Town. The Town will attempt to allocate the employee with a space, shielded from view and free from intrusion, coworkers, and the public to take this break.

VIII. MISCELLANEOUS ISSUES

A. EMPLOYEE APPEARANCE

All Employees are expected to present a neat, clean and well-groomed appearance at all times for a business such as ours.

Employees should avoid extremes in dress. Flashy or revealing clothing, t-shirts with inappropriate content, shorts whose hem falls more than three inches above the knee, and other non-business-like clothing are unacceptable. Employees that wear a uniform are responsible for maintaining a clean and neat uniform at all times.

B. USE OF TOWN PROPERTY

Town equipment and supplies are expensive, and employees should handle them as though they were their own valuable personal items. In case of an accident or damage to equipment or supplies, employees should immediately report the facts to their supervisor and turn in the broken or damaged articles for replacement. Employees may be held liable for damages resulting from theft, loss, or neglect of Lauderdale-By-The-Sea equipment or supplies.

Town property may not be removed from the premises without proper, advance authorization by your Department Director. Town property may not be used for personal reasons, with the exception of the phone and computer as described in this Manual.

C. BULLETIN BOARDS

The Town maintains bulletin boards at various locations throughout the Town as an important information source. These bulletin boards are to be used solely to post information approved by the Town regarding its policies, governmental regulations, and other matters of concern to all employees which are related to the employees' employment by the Town. Employees should check the bulletin boards regularly to be familiar with the information posted there.

VIII. MISCELLANEOUS ISSUES (Continued)

D. COMMUNICATION AND COMPUTER SYSTEMS SECURITY AND USAGE

This policy contains guidelines for the use, access and disclosure of communications (including among other things telephone, mail, e-mail, voice mail, desk and laptop computers, pagers, mobile phones, faxes, Internet, and intranet) sent or received by employees, using any Town-provided communication or computer system.

The Town's systems are for Town business only. All information transmitted or stored in Town systems is the sole and exclusive property of the Town and **shall be treated as confidential**. See APPENDIX C for the Town's Public Records Policy.

The contents of our systems will be disclosed to members of the public or press without employees' permission or advanced notice. Therefore, employees should not assume that personal messages and communications are confidential or exempt from public records disclosure.

The Town's computer, telephone and communication hardware and software systems are used to facilitate business communications. Although each employee has an individual password to access these systems, the systems belong to the Town and the contents of all communications are accessible to management for any business purpose.

Personal communications can be accessed by the Town without prior notice. Although incidental and occasional personal use of our systems is permitted (a reasonable standard would be no more than 10 minutes per workday), repeated use of the systems to access personal information, conduct personal business or make personal, non-Town business related communications will subject the employee to disciplinary action up to and including termination.

The Town neither guarantees against, nor shall it be responsible for the destruction, corruption or disclosure of personal material/information maintained by employees on its electronic communications systems or equipment. The Town reserves the right to remove, replace or reconfigure its electronic resources without formal notice to employees (although advance notice may be given).

It should be noted that although a message or file is deleted or erased, it may be possible to recreate the message. Therefore, ultimate privacy of any and all electronic messages of any form whatsoever cannot be assured to anyone. No Town employee should have any expectation of privacy as to his or her Internet usage, or the privacy of any electronic mail message, file, download, note, or other data stored, transmitted, or received through the Town's system.

VIII. MISCELLANEOUS ISSUES (Continued)

Any user identified as a security risk or having a history of problems with electronic communication systems may be denied access to the Town's property, with or without advance notice, warning, or opportunity to cure and may result in a revocation of privileges.

Prohibited uses of the Town's electronic communications systems or equipment include, but are not limited to:

- Discourteous communication to or about other persons, the Town or other organizations.
- Sending, receiving, printing, or posting offensive or harassing statements or language including remarks of others based on a protected class.
- Making or sending fraudulent, unlawful, or abusive communication.
- Sending or soliciting sexually oriented messages or images including, but not limited to, accessing any adult (pornographic) websites.
- Operating a business, soliciting money for personal gain, or searching for employment outside the Town.
- Issuing or forwarding chain mail and other frivolous messages.
- Dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.
- Introducing non-Town owned hardware or downloading unauthorized software into the system without approval from the appropriate IT personnel. If approved, any software downloaded or files transferred in any manner into or via the Town's system become the property of the Town, subject to the restrictions of any existing licensing agreement or applicable copyright law or Town policy.
- Using the Town's computing facilities to disseminate any virus, worm, Trojan horse, trap-door program code, or any form of destructive or malicious computer instruction.

E. TELEPHONE USE

The Town's telephones are reserved for business or emergencies. Employees should advise relatives and friends not to telephone you at work except in emergencies or to leave brief messages.

VIII. MISCELLANEOUS ISSUES (Continued)

Personal use of the telephone for long-distance and toll calls is not permitted. While at work employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of Town phones. Excessive personal call during the workday, regardless of the phone used, can interfere with employee productivity and can be distracting to others. A reasonable standard the Town encourages its employees to limit personal calls during work time to no more than two per day of no more than five minutes duration. Employees are asked to make any other personal calls during their lunch break, and ensure that friends and family members are aware of this policy.

F. COURTESY

Every employee shall conduct himself/herself in a professional and courteous manner at all times. Employees are expected to be sensitive when dealing with residents, elected officials, and other members of the public and, at all times, treat them with respect and courtesy.

G. EMPLOYEE PARKING AND PERSONAL PROPERTY

Free parking is available in designated parking areas. Parking violations are subject to tickets and disciplinary measures. Lauderdale-By-The-Sea does not accept responsibility for damage to your automobile or for a theft or other personal property loss which may occur on Town property. We recommend employees remove valuables and keep their car locked while it is parked in the parking area.

H. SEARCH/INSPECTION POLICY

To the extent permitted by law, the Town reserves the right to question any employee entering and leaving its property and to inspect any employee's or prospective employee's locker, vehicle, package, purse, handbag, briefcase, lunch box, or other possessions carried to, on, and from Town property.

I. SMOKE-FREE ENVIRONMENT

In keeping with Lauderdale-By-The-Sea's intent to provide a safe and healthy work environment, smoking is prohibited throughout the workplace and in all Town vehicles. **This policy applies equally to employees and visitors.**

VIII. MISCELLANEOUS ISSUES (Continued)

J. WORK AREA CLEANLINESS

Good housekeeping is the responsibility of all employees in order to provide a safe, healthy and pleasant work environment. Each employee has the responsibility to keep their immediate work area neat and clean at all times.

TOWN OF LAUDERDALE-BY-THE-SEA

SEXUAL HARASSMENT POLICY

GENERAL POLICY

The Town of Lauderdale-By-The-Sea has a strict policy against sexual harassment. **SEXUAL HARASSMENT BY ANY EMPLOYEE WILL NOT BE TOLERATED.**

DEFINITION

Sexual harassment involves unwelcome sexual conduct, sexual advances or any verbal or physical conduct of a sexual nature, by an employee's supervisor(s) or fellow employees or others at the work place which: 1) suggests submission to or rejection of such conduct by an employee is used as a basis for career or employment decision affecting that employee; 2) suggests that submission to or rejection of such conduct is either an implicit or explicit condition of an employee's job, pay or career; or 3) interferes with an employee's job or job performance or creates an intimidating, hostile or offensive environment.

Examples of conduct that may constitute sexual harassment include, but are not limited to the following: sexual advances, requests for sexual favors, propositions, physical touching, sexually provocative language, gestures, sexual jokes, and display of sexually-oriented pictures or photographs.

EMPLOYEE COMPLAINTS

Any employee who believes that he or she has been subjected to sexual harassment should immediately report this to the Town Manager or the Assistant Town Manager. The Town will handle the matter swiftly, fairly, effectively and with as much confidentiality as possible. There will be no retaliation against any employee who, in good faith, reports a claim of sexual harassment or who is witness to the harassment.

INVESTIGATION

The Town will promptly conduct an investigation in an attempt to determine all the facts concerning the alleged harassment. The Town will conduct a fair and objective investigation with the result being the issuance of findings of fact. If the Town determines that sexual harassment has occurred, corrective action will be taken. This corrective action may include a reprimand, demotion, discharge, or other appropriate action such as referring the matter to law enforcement. The Town will attempt to make the corrective action reflect the severity of the conduct.

If it is determined that no harassment has occurred or that there is not sufficient evidence that harassment occurred, this will be communicated to the employee who made the complaint along with the reasons for this determination.

I HAVE SIGNED THIS COPY OF THIS POLICY ACKNOWLEDGING THAT I HAVE READ AND UNDERSTAND IT AND RETURN IT TO THE PERSONNEL DEPARTMENT WHERE IT WILL BECOME PART OF YOUR PERSONNEL FILE.

DATE: _____

EMPLOYEE SIGNATURE

PRINTED NAME

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DRUG-FREE WORKPLACE POLICY STATEMENT

The Town of Lauderdale-By-The-Sea is committed to providing a safe work environment for its employees, our community and society. Substance abuse is a national problem which impairs the health and safety of employees, promotes crime and harms our community. The Town is addressing this problem by instituting a Drug Free Workplace Program.

Substance abuse is a complex, yet treatable disease. The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. Our intention is to prevent and treat substance abuse. We would like to encourage those employees who use drugs or abuse alcohol to seek help in overcoming their problem. The Town will attempt to assist an employee in obtaining treatment prior to taking disciplinary action when such treatment is associated with a first occurrence of substance abuse. The Town considers substance abuse to be an unsafe and counter-productive work practice.

The Town's policy is in accordance with the Florida Drug Free Workplace Program as provided in Section 440.102, Florida Statutes and other applicable state and federal laws.

To ensure a work place free from the influence of illegal drugs and alcohol abuse, the following policy has been established.

It is the policy of the Town that an employee found with the presence of alcohol or illegal drugs in his/her system, in possession of, using, selling trading or offering for sale illegal drugs or alcohol during working hours, may be subject to disciplinary action up to and including termination. (Town-sponsored activities which may include the service of alcoholic beverages are not included in this provision.)

An employee reporting for work visibly impaired shall be considered unable to properly perform required duties and will not be allowed to work. If possible, the supervisor should first seek the Department Director's opinion of the employee's condition. Then the supervisor, together with a representative from the Town administration, should consult privately with the employee to rule out any problem(s) that may have been caused by prescription drugs.

When an off-duty employee is called back to work and that employee has consumed alcoholic beverages or drugs that may affect their ability to perform their essential functions, that employee shall disclose such use and decline the call back. An employee shall not be disciplined for refusing to respond to a call back when such employee has reasonable belief that he or she could not pass an alcohol blood level test. Employees who are on stand-by that may be subject to call back should not engage in social drinking and may not decline a call back without being subject to discipline.

If, in the opinion of the supervisor and a representative of the Town Manager's office, or the Department Director, the employee is considered impaired, the employee should be sent home after drug testing by a medical facility, by taxi or other safe transportation alternative, depending on the determination of the observed impairment, accompanied by the supervisor or another employee, if necessary. An impaired employee should not be allowed to drive. The prescribed test direction form for the medical facility shall be completed by the supervisor.

Prescription drugs prescribed by the employee's physician may be taken during working hours. The employee shall notify their Supervisor if the use of properly prescribed drugs will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

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It is the responsibility of the Town's supervisors to counsel employees whenever they see changes in performance that suggest a problem. The supervisor may suggest that the employee voluntarily seek help from the Employee Assistance Program ("EAP") or decide that the severity of the observed problem is such that a formal referral to the EAP should be made.

DEFINITIONS

- A. Alcohol means distilled spirits, liquors, or ethyl alcohol (ethanol) and includes wine, malt beverages and other intoxicating beverages.
- B. Alcohol abuse - an employee shall be determined to be under the influence of alcohol if the employee's normal faculties are impaired due to the consumption of alcohol or the employee's blood alcohol level is 0.05G/DL% or higher.
- C. Illegal drugs means any drug(s) which is not legally obtainable, which may be legally obtainable but has not been legally obtained, or which is being used in a manner or for a purpose other than as prescribed.
- D. Drugs means alcohol, amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed above.
- E. Legal drug means prescribed drugs and over-the-counter drugs which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.
- F. Job applicant means a person who has applied for a position with the Town and may have been offered employment conditioned upon successfully passing a drug test.
- G. Employee means an individual who works for the Town for compensation and is covered by the Workers Compensation Act.
- H. Drug testing means any chemical, biological or physical instrumental analysis for the purpose of determining the presence of an illegal drug or its metabolites, including alcohol, and may require the collection of blood, urine, breath, saliva or hair of an employee or job applicant
- I. Initial drug test means a screening procedure of the blood and urine of employees and job applicants for the presence of alcohol and illegal drugs in accordance with the Florida Drug Free Workplace Program and appropriate Florida Administrative rules. All levels equal to or exceeding the following shall be reported as positive:

ALCOHOL	05g/dl's
AMPHETAMINES	1,000 NG/ML
CANNABINOIDS	100 NG/ML
COCAINE	300 NG/ML
PHENCYCLIDINE	25 NG/ML
METHAQUALONE	300 NG/ML
OPIATES	300 NG/ML
BARBITUATES	300 NG/ML
BENZODIAZEPINES	300 NG/ML
SYNTHETIC NARCOTICS:	

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METHADONE	300 NG/ML
PROPOXYPHENE	300 NG/ML

- J. Confirmation test means a second test of all specimens identified as positive on an initial test in accordance with the Florida Drug Free Workplace Program and appropriate Florida Administrative Rules. All levels equal to or exceeding the following shall be reported as positive:

ALCOHOL	05g/dl%
AMPHETAMINES	500 NG/ML
CANNABINOIDS	15 NG/ML
COCAINE	150 NG/ML
PHENCYCLIDINE	25 NG/ML
METHAQUALONE	1.50 NG/ML
OPIATES	300 NG/ML
BARBITURATES	150 NG/ML
BENZODIAZEPINES	150 NG/ML
SYNTHETIC NARCOTICS:	
METHADONE	150 NG/ML
PROPOXYPHENE	150 NG/ML

K. Drug Testing Methodology

Specimens for drug testing will be collected, handled, maintained and tested in accordance with the Florida Drug Free Workplace Program and the procedures set forth in the appropriate Florida Administrative Rules.

- L. Positive confirmed test or confirmation test means a second procedure which confirms a positive result from an initial drug test.
- M. Medical review officer (MRO) means a licensed physician with knowledge of prescription drugs, pharmacology and toxicology of drugs, who may be responsible for receiving and reviewing all positive confirmed test results and who may be responsible for contacting all individuals who test positive in a confirmation test to inquire about possible medications which could have caused a positive result. The MRO need not be an employee of the Town.
- N. Prescription or non-prescription medication means a drug or medication obtained pursuant to a prescription as defined by Section 893.02, Florida Statutes, or a medication that is authorized pursuant to a Federal or State Law for general distribution and use without a prescription in the treatment of human diseases, ailments or injuries.
- O. Reasonable suspicion drug testing means drug testing based on a belief that an employee is using or has used drugs in violation of this policy drawn from specific, objective, and documented facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
- 1) Observable phenomena while at work, such as direct observation of drug use or of the

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physical symptoms or manifestations of being under the influence of a drug.

- 2) Abnormal conduct or erratic behavior while at work or a significant deterioration of work performance, either or both of which are recognized symptoms of alcohol or drug abuse and which are not adequately explained by the employee or are not related to the employee's working conditions.
- 3) A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
- 4) Evidence that an employee has tampered with a drug test during his employment with the Town.
- 5) Information that an employee has caused, or contributed to, an accident while at work.
- 6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the Town's premises or while operating a vehicle, machinery, or equipment of the Town.
- 7) Specimen means a tissue or product of the human body capable of revealing the presence of alcohol or illegal drugs or their metabolites including blood, urine, saliva, or hair.

GENERAL PROCEDURES

A. Types Of Testing

In order to maintain a drug and alcohol free work environment, the Town will test for the presence of alcohol and drugs in the following circumstances:

- 1) Job applicants: applicants who have been offered a position of employment and who are required to take a drug and alcohol test.
- 2) Reasonable suspicion: all employees who are determined to be under reasonable suspicion of drug or alcohol use (as defined herein) are required to take a drug and alcohol test.
- 3) Fitness-for duty: all employees who are subject to a routine fitness for duty medical examinations are required to take a drug and alcohol test as part of their medical examination.
- 4) Follow-up: all employees who have been referred to an employee assistance program or rehabilitation program by the Town for drug or alcohol abuse are required to take drug and alcohol tests on a quarterly, semi-annual or annual basis for two years after return to work.
- 5) Post-accident or injury: employees who are involved in a job related accident or incident, and whose impairment appears to be contributory, which results or might have resulted in bodily injury or property loss or damage.
- 6) The Town administration shall establish forms to facilitate record keeping and reporting. The forms attached as attachment 1 thru 5 shall be used initially but may be amended from time to time by the Town Administration without further commission action.

B. Consequences of Refusing a Drug Test

- 1) An employee who refuses to submit to a drug test will be subject to discipline, up to and including termination. An employee who refuses to submit to a drug test also will forfeit his eligibility for all worker's compensation medical and indemnity benefits.

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2) A job applicant who refuses to submit to a drug test will not be hired.

C. Actions Following A Positive Confirmed Test

The Town may institute disciplinary action, up to and including termination, for any employee who has a positive, confirmed drug test.

D. Confidentiality

Confidentiality of records concerning drug testing will be maintained except to the extent necessary to comply with this policy and applicable public records law. All information, reports, memos and drug test reports, written or otherwise, received by the Town through the drug testing program will be kept confidential to the extent provided by law.

The Town, Employee Assistance Program, laboratories, drug and alcohol rehabilitation programs who receive or have access to information concerning drug test results shall keep all information confidential. No such information will be released unless there is a voluntary written consent, signed by an employee or job applicant, except where such release is compelled by a court pursuant to an appeal taken under this section, or where deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

The Town will maintain records concerning drug testing separate and apart from an employee's or job applicant's personnel file. Information on drug testing results shall not be released for any criminal proceeding against the employee or job applicant.

E. Reporting Of Use Of Medication

Employees and job applicants may confidentially report the use of prescription or non-prescription medication, both before and after having a drug test. A form for reporting medication use is attached.

F. Notice Of Common Medications

A list of the most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test, is attached. Employees and job applicants should review this list prior to submitting to a drug test.

G. Medication Information

An employee or job applicant may consult with the testing laboratory for technical information regarding prescription and non-prescription medication.

H. Assistance Programs

Resources Available Are:

1 800	- 356-9996	AL-ANON
1 800	- 527-5344	AMERICAN COUNCIL OF ALCOHOLICS HELPLINE
1 800	- COCAINE	COCAINE HOTLINE
1 800	- NCA-CALL	NATIONAL COUNCIL ON ALCOHOLISM
1 800	- 662-HELP	NATIONAL INSTITUTE ON DRUG ABUSE HOTLINE
1 800	- 843-4971	NATIONAL INSTITUTE ON DRUG ABUSE HOTLINE

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I. Drugs To Be Tested

Drugs that will be tested are as follows:

- A. Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors
- B. Amphetamines
- C. Cannabinoids
- D. Cocaine
- E. Phencyclidine (PCP)
- F. Hallucinogens, provided the only hallucinogen to be tested for is phencyclidine (pcp)
- G. Methaqualone
- H. Opiates
- I. Barbiturates
- J. Benzodiazepines
- K. Synthetic narcotics including, but limited to, Methadone and Propoxyphene
- L. Metabolites of any substance listed herein.

(A list of drugs by brand names or common names is attached.)

J. Challenge Of Test Results

- 1) Within five (5) days after receipt of a positive confirmatory test result from the MRO, the Town shall inform an employee or job applicant in writing of such positive test result, shall provide a statement of the consequences of such result and the options, if any, available to the employee or job applicant.
- 2) An employee or a job applicant who receives a positive confirmed test result may contest or explain the result in writing within five (5) days of receipt of notification of a positive confirmed test result.
- 3) If the explanation or challenge of the employee or job applicant is unsatisfactory to the Town, the Town within fifteen (15) days of receipt will provide a written explanation as to why the employee or job applicant's explanation is unsatisfactory, and a copy of the report of positive confirmed test results.
- 4) An employee may further challenge the results of the test in a court of competent jurisdiction or, if the drug test was administered due to a workplace injury, by filing a claim for benefits with a judge of compensation claims, to Chapter 440, Florida statute.
- 5) If an employee or job applicant contests the drug test results, he or she must notify the laboratory.

POLICY REQUIREMENTS

A. Conditions of Pre-Employment

The Town reserves the right to conduct pre-employment screening examinations designed to prevent hiring individuals who use drugs.

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- 1) To determine the suitability of employees to work for the Town, the following pre-employment conditions are established:
 - a) Job applicants may be drug tested prior to employment. Any job offer which a job applicant may receive from the Town is contingent upon successfully completing a required physical examination.
- 2) Any job applicant who refuses to submit to drug and alcohol testing as part of the pre-employment testing process will be refused employment.
- 3) Any job applicant who tests positive for drugs or alcohol use will be refused employment at that time.
- 4) Confidentiality will be maintained pursuant to this policy
- 5) The Town will not discriminate against applicants for employment because of the past abuse of drugs or alcohol. It is the current abuse of drugs or alcohol that the Town will not tolerate.

B. Current Employee Drug And Alcohol Abuse Screening

The Town will maintain screening practices to identify employees who use illegal drug or abuse alcohol. It shall be a condition of continued employment for all employees to submit to drug screening under the following conditions:

- 1) Reasonable suspicion: All employees who are determined to be under reasonable suspicion of drug or alcohol use (as defined herein) are required to take a drug and alcohol test.
- 2) Fitness-For-Duty: All employees who are subject to routine fitness-for-duty medical examinations are required to take a drug and alcohol test as part of their medical examination.
- 3) Follow-up: All employees who have been referred to an employee assistance program or rehabilitation program by the Town for drug or alcohol abuse are required to take drug and alcohol tests on a quarterly, semiannual or annual basis for two years after return to work.
- 4) Post-accident or injury: Employees who are involved in a job-related accident or incident, and whose impairment appears to be contributory, and which results or might have resulted in bodily injury or property loss or damage.

C. Treatment Program

It is the responsibility of each employee to seek assistance before drugs and alcohol lead to disciplinary problems. To ensure the effectiveness of the drug free workplace policy, it is the responsibility of all employees to inform supervisory personnel of any activity that would lead a reasonable person to believe that drugs or alcohol are being abused in the workplace.

- 1) An employee's decision to seek assistance from a treatment or addiction counseling program on a voluntary basis prior to any incident warranting disciplinary action will not be used as the basis for disciplinary action or in any disciplinary proceeding. On the other hand, using such a program will not be a defense to the imposition of disciplinary action where facts providing violation of this policy are obtained

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- 2) Employees who enroll into a treatment program for drug and alcohol abuse may be granted leave with a conditional return to work depending on successful impletion of the agreed upon appropriate treatment regimen and in accordance with the career services rules and regulations and any departmental rules and regulations. An employee's accrued sick and vacation time shall be used (in that order) for such leave.
- 3) Upon successful completion of a drug or alcohol treatment program, an employee may be released to resume work but will be subject to drug testing on a periodic basis, at least quarterly for up to two years thereafter as a condition of continued employment.
- 4) An individual's participation in a treatment program will not be made part of any personnel records, and will remain confidential except to the extent necessary to comply with this policy. Medical and insurance records, if any, will be preserved in the same confidential manner as all other medical records and be retained in a separate file as provided by law.

D. Management's Responsibility

Supervisors are responsible for implementing the drug and alcohol-free work place policy. It is the responsibility of the supervisors to observe the behavior of employees on the job as a precaution against unstable or unreliable behavior which could threaten the safety and well-being of employees and the community.

- 1) Supervisors are responsible for maintaining a safe work environment by determining employee's fitness for duty.
- 2) In the event a supervisor with the concurrence of a representative of the Town Manager's office or the Department Director has a reasonable suspicion that an employee may be affected by drugs or alcohol, the employee must be sent for drug testing. A form for reporting the reason(s) for drug testing is attached.
- 3) In all cases when an employee is being removed from duty for drug testing, the supervisor should notify his superior at the earliest possible time.

E. Employees' Responsibility

- 1) It is each employee's responsibility to be fit for duty when reporting for work and to inform his supervisor if he is under prescription or non-prescription medication which may affect job performance.
- 2) In the event an employee observes behavior which raises a doubt as to the ability of a co-worker to work in a safe, reliable and trustworthy manner, the employee should report this behavior to his supervisor.
- 3) Employees, who voluntarily enter a drug or alcohol treatment and/or rehabilitation program at the request or insistence of the Town or, as a condition of continued employment, enter a drug or alcohol treatment and/or rehabilitation program are required to participate and complete recommended treatment. Any employee who enters a drug or alcohol treatment and/or rehabilitation program will be responsible for payment of the treatment and/or program. If the employee fails to comply with the treatment and/or the program, the employee will be subject to discipline, up to and including termination.

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F. Medical Review Officer's Responsibilities

- 1) The MRO will review all information from the testing laboratory in the event of a positive, confirmed test. The MRO will review any information from the employee or job applicant regarding the use of medication or other relevant medical information set forth in the form submitted prior to drug testing.
- 2) The MRO may request that the testing laboratory provide quantification of test results.
- 3) The MRO will provide his interpretation of positive, confirmed test results to the personnel director or his/her department representative.
- 4) The MRO will assist employees in an Employee Assistance Program, monitor such employees' progress and confirm completion of the treatment program.

LIST OF DRUGS BY TRADE OR COMMON NAMES

DRUGS TRADE OR COMMON NAME

OPIUM DOVER'S POWDER, PAREGORIC, PAREPECTOLIN

MORPHINE MORPHINE, PECTORAL SYRUP

CODEINE TYLENOL WITH CODEINE, EMPIRIN COMPOUND WITH CODEINE

ROBITUSSIN A-C

HEROIN DIACETYLMORPHINE, HORSE, SMACK, H

HYDROMORPHONE DTLAUDID

MEPERIDINE {PETHIDINE} DEMEROL, MEPERGAN

METHADONE DOLOPHINE, METHADONE, METHADOSE

OTHER NARCOTICS LAAM, LERTTINE, NUMORPHAN, PERCODAN, TUSSIONEX, FENTANYL, DARVON, TALWIN, LOMOTIL

DEPRESSANTS CHLORAL HYDRATE NOCTEC, SOMNOS

BARBITUATES PHENOBARBITAL, TUINAL, AMVTAL, NEMBUTAL, SECONAL, LOTUSATE

BENZODIAZEPINES ATAVAN, AZENE, CLONOPIN, DALMANE, DIAZEPAM, LIBRIUM, XANAX, SERAX, TRANXENE, VALIUM, VERSTRAN, HALCION, PAXIPAM, RESTORIL

METHAQUALONE QUAALUDE

GLUTETHIMIDE DORIDEN

OTHER DEPRESSANTS EQUANIL, MILTOWN, NOLUDAR, PLACIDYL, VALMID

STIMULANTS:

COCAINE COKE, FLAKE, SNOW, CRACK

AMPHETAMINES BIPHETAMINE, DELCOBESE, DESOXYN, DEXEDRENE, METIATRIC

PHENMETRAZINE PRELUDIN

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METHYLPHENIDATE RITALIN

OTHER STIMULANTS ADIPEX, BACARATE, CYLERT, DIDREX,

IONAMIN, PLEGINE, PRE-SATE,

SANOREX, TENUATE, TEPANIL, VORANIL

HALLUCINOGENS:

LSD ACID, MICRODOT

MESCALINE AND PEYOTE MESC, BUTTONS, CACTUS

AMPHETAMINE VARIANTS 2,5-DMA, PMA, STP, MDA, MDMA, TMA, DOM, DOB

PHENCYCLIDINE PCP, ANGEL DUST, HOG

PHENCYCLIDINE ANALOGS PCE, PCP, TCP

OTHER HALLUCINOGENS BUFOTENINE, IBOGAINE, DMT, DET, PSILOCYN

CANNABIS:

MARIJUANA OT, ACAPULCO GOLD, GRASS, REEFER, SINSEMILLA, THAI STICKS

TETRAHYDROCANNABINOL THC

HASHISH HASH

HASHISH OIL HASH OIL

OVER THE COUNTER AND PRESCRIPTION DRUGS WHICH COULD ALTER OR AFFECT THE OUTCOME OF A DRUG TEST

ALCOHOL: All liquid medications containing Ethyl alcohol (Ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contac severe cold formula night strength is 25%(50 proof) and Listerine is 26.9% (55 proof).

AMPHETAMINES: OBETROL, BIPHETAMINE, DESOXYN, DEXEDRINE, DIDREX

CANNABINOIDS: MARINOL (DRONABINOL, THC)

COCAINE: COCAINE HCI TOPICAL SOLUTION

PHENCYCLIDINE: Not legal by prescription

METHAQUALONE: Not legal by prescription

OPIATES: PAREGORIC, PAREPECTOLIN, DONNAGEL, PG, MORPHINE, TYLENOL WITH CODEINE, EMPIRIN WITH CODEINE, APAP WITH CODEINE, ASPIRIN WITH CODEINE, ROBITUSSIN A-C, GUIATUSS AC, NOVAHISTINE DH, NOVAHISTINE EXPECTORANT, DILAUDID (HYDROMORPHINE), M-S CONTIN AND ROXANOL (MORPHINE SULFATE), PERCODAN, VICIDIN

BARBITURATES: PHENOBARBITAL, TUINAL, AMYTAL, NEMBUTAL, SECONAL, LOTUSATE, FIORINAL, FIORICET, ESGIC, BUTISOL, MEBARIL, BUTABARBITAL,

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BUTABITAL, PHRENILIN, TRIAD

BENZODIAZEPHINES: ATAVAN, AZENE, CLONOPIN, DALMANE, DIAZEPAM, LIBRIUM, XANAX, SERAX, TRAXENE, VALIUM VERSTRAN, HALCION, PAXIPAM, RESTORIAL, CENTRAX

METHADONE: DOLOPHINE, METHADOSE

PROPOXYPHENE: DARVOCET, DARVON N, DOLENE

The Town has heretofore established a drug policy, which was adopted by Resolution Number 1187 on February 25, 1992. This policy is intended to supplement the policies adopted by Resolution No. 1187. To the extent of any conflict between this policy and the policies adopted by Resolution No. 1187 the provisions of this policy shall prevail.

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ATTACHMENT 1

LIST PRESCRIPTION DRUGS TAKEN WITHIN THE PAST THIRTY (30) DAYS.
THIS IS FOR YOUR USE ONLY AT THIS TIME.

- 1.
- 2.
- 3.
- 4.
- 5.

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ATTACHMENT 2

TOWN OF LAUDERDALE-BY-THE-SEA TEST DIRECTION FORM.

I DIRECT

NAME OF EMPLOYEE

TO TAKE A DRUG AND/OR ALCOHOL TEST PURSUANT TO THE TOWN OF LAUDERDALE-BY-THE-SEA DRUG FREE WORKPLACE POLICY AND WORK RULES. THIS DRUG TEST IS REQUIRED BECAUSE OF THE FOLLOWING REASON(S). (EXAMPLE: REASONABLE SUSPICION, ACCIDENT):

THE ABOVE STATED REASON (S) WAS (WERE) WITNESSED BY:
(NAME OF OBSERVERS/WITNESSES)

NAME: _____

POSITION: _____

DATE: _____

SIGNATURE: _____

ADDITIONAL WITNESS

NAME: _____

POSITION: _____

DATE: _____

SIGNATURE: _____

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ATTACHMENT 3

THE TOWN OF LAUDERDALE -BY-THE-SEA
FORM FOR REPORTING THE USE OF PRESCRIPTION OR
NON-PRESCRIPTION MEDICATION

NAME: _____

DATE: _____

LIST PRESCRIPTION MEDICATION:

LIST NON-PRESCRIPTION MEDICATION:

SIGNATURE: _____

PRINT NAME: _____

Date: _____

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ATTACHMENT 4

THE TOWN OF LAUDERDALE-BY-THE-SEA PRE-EMPLOYMENT AGREEMENT

PLEASE READ CAREFULLY:

I FREELY AND VOLUNTARILY CONSENT TO A DRUG AND ALCOHOL TEST OF MY URINE AND BLOOD AS PART OF MY APPLICATION FOR EMPLOYMENT. I UNDERSTAND THAT MY REFUSAL TO SUBMIT TO THE DRUG AND ALCOHOL TEST OR MY FAILURE TO QUALIFY ACCORDING TO THE MINIMUM STANDARDS ESTABLISHED BY THE TOWN OF LAUDERDALE-BY-THE-SEA FOR THIS DRUG AND ALCOHOL TEST MAY DISQUALIFY ME FROM FURTHER CONSIDERATION FOR EMPLOYMENT.

I FURTHER UNDERSTAND THAT UPON COMMENCEMENT OF EMPLOYMENT WITH THE TOWN OF LAUDERDALE-BY-THE-SEA, I MAY AGAIN BE REQUIRED TO SUBMIT TO A DRUG AND ALCOHOL TEST. I UNDERSTAND THAT REFUSAL TO TAKE A REQUESTED TEST OR FAILURE TO MEET THE MINIMUM STANDARDS SET FOR THE TEST MAY RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION.

I HAVE READ IN FULL AND UNDERSTAND THE ABOVE STATEMENTS AND CONDITIONS OF EMPLOYMENT.

THIS CONSENT DOES NOT INDICATE CONSENT BY THE APPLICANT TO RANDOM DRUG TESTING NOR DOES THIS CONSTITUTE A WAIVER OF AN APPLICANT'S RIGHT TO CHALLENGE TEST RESULTS.

APPLICANT'S SIGNATURE

DATE

PRINT NAME: _____

WITNESS' SIGNATURE

DATE

PRINT NAME: _____

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ATTACHMENT 5

THE TOWN OF LAUDERDALE-BY-THE-SEA

CERTIFICATE OF AGREEMENT

I HEREBY CERTIFY THAT I HAVE RECEIVED AND READ THE TOWN OF LAUDERDALE-BY-THE-SEA, "DRUG FREE WORKPLACE POLICY AND WORK RULES" REGARDING SUBSTANCE ABUSE AND HAVE HAD THE POLICY EXPLAINED TO ME.

I HEREBY CONSENT TO SUBMIT TO DRUG AND ALCOHOL TESTING OF MY BLOOD AND URINE AT ANY TIME REQUESTED BY THE TOWN OF LAUDERDALE-BY-THE-SEA PURSUANT TO THE TOWN'S POLICY. I ALSO UNDERSTAND THAT FAILURE TO COMPLY WITH A REQUEST TO SUBMIT TO A DRUG TEST OR A POSITIVE CONFIRMED RESULT FROM A DRUG TEST MAY LEAD TO TERMINATION OF MY EMPLOYMENT.

THIS CONSENT DOES NOT INDICATE CONSENT BY THE EMPLOYEE TO RANDOM DRUG TESTING NOR DOES THIS CONSTITUTE A WAIVER OF AN EMPLOYEE'S RIGHT TO CHALLENGE TEST RESULTS.

NAME (PLEASE PRINT)

SIGNATURE

DATE

WITNESS SIGNATURE

DATE

WITNESS' NAME

APPENDIX C

TOWN OF LAUDERDALE-BY-THE-SEA PUBLIC RECORDS POLICY

GENERAL POLICY

The Town of Lauderdale-By-The-Sea has a policy of strict adherence to Florida's Public Records Act. VIOLATIONS OF THIS LAW WILL NOT BE TOLERATED.

DEFINITION

The Public Records Act, codified in Chapter 119, Florida Statutes, entitles any individual access to Town public records. Public records are defined as [1] materials made or received by the Town [2] in connection with official Town business and used to [3] perpetuate, communicate or formalize knowledge of some type.

Examples of materials include papers, electronic files, photographs, videos, text messages, and audio. If these materials are made or received by Town employees, have a connection to Town business, and were intended to communicate or formalize knowledge, any person may inspect or receive a copy of these materials.

PUBLIC RECORDS REQUESTS

The Public Records Act provides a statutory right to inspect records, not just to obtain copies. A public records request does not have to be in writing or provide a reason for wanting the records, and may be anonymous.

The Town asks the person to fill out a form so that we can better serve them in fulfilling their request and contacting them when the records are available. As noted above, if the person refuses to complete the form, staff is to complete the form for the practical benefits of documenting what is being requested and the date requested.

The person *does have* to make the request of the Town's official custodian of all Town records, which is the Town Clerk.

EMPLOYEE OBLIGATIONS

Many employees create document and records daily as part of the normal course of business. These materials are public records; however, we tend not to think of them as such. A public records request is governed by state law, which requires the satisfaction of certain legal requirements. For these reasons, all public records requests shall be processed through the Town Clerk's Office as the official custodian of Town records.

For the inspection of records, this may entail compiling the requested records and providing an inspection site (i.e., a room). For copies, this will entail making legible photocopies or providing said records in electronic form.

Town employees are required to store public records in their control in a manner such that they can be accessed. This may include the creation of a filing system (physical and digital).

Town employees shall not destroy public records unless it is done so in accordance with law under the direction of the Town Clerk.

APPENDIX C

COSTS

If the request requires employees to spend more than 15 minutes to respond, a reasonable service charge may be imposed based on actual costs (e.g., if it takes a support staff member five (5) hours to compile a records request, the requestor may be charged 5 hours x the employee's hourly rate). A deposit may be required before resources are expended. For copies of standard papers, a cost per page may be imposed. The cost to charge for copying other materials (e.g., large maps, videos) will be determined by the Town Manager.

EXEMPTIONS

Certain information is exempt from disclosure by the Public Records Act and cannot be provided by law. Examples of exempt information include the social security numbers of all current and former Town personnel, direct deposit records identifying banking institutions and account numbers, discrimination complaints and investigations (this exemption is temporary), and contact information of the spouses and children of public safety personnel. Because the number of exemptions is voluminous and changes over time, employees shall contact the Town Clerk if they are unsure whether a record or certain information falls under an exemption.

While an employee's personal email or documents are generally not considered public records, as a practical matter the Town will disclose all documents deemed responsive and may include personal documents. Therefore, employees shall not assume that personal messages and communications are confidential or exempt from public disclosure.

VIOLATIONS

Florida law provides that a "knowing" violation of the Public Records Act is a criminal offense. All other violations are noncriminal, but punishable by fines. A violation of this policy may subject employees to discipline up to and including termination.

I HAVE SIGNED THIS COPY OF THIS POLICY ACKNOWLEDGING THAT I HAVE READ AND UNDERSTAND IT AND RETURN IT TO THE PERSONNEL DEPARTMENT WHERE IT WILL BECOME PART OF MY PERSONNEL FILE.

EMPLOYEE SIGNATURE

PRINTED NAME

DATE: _____

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WHEREAS, the Town of Lauderdale-By-The-Sea (“Town”) has adopted a Personnel Policies Manual, which provides for the administration of personnel policies and procedures; and

WHEREAS, the Town Manager has proposed and the Town Commission desires to adopt an updated and amended Personnel Policies Manual, to reflect the changes to salary administration.

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

1

SECTION 3. Implementation. The Town Manager or his or her designee and the Town Attorney are authorized to take all actions necessary to implement the amended provisions of the Personnel Policies Manual.

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

SECTION 5. Severability. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

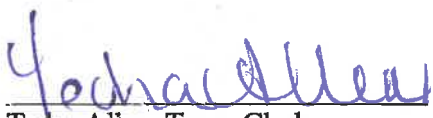
SECTION 6. Effective Date. This Resolution and the amendments to the Personnel Policies Manual shall become effective on the date of adoption of this Resolution.

PASSED AND ADOPTED this 27th day of March, 2018.



Mayor Vincent

Attest:



Tedra Allen, Town Clerk

APPROVED AS TO FORM:



Susan L. Trevarthen, Town Attorney

(CORPORATE SEAL)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Bougainvilla Parking Project

Explanation:

Recommendation:

Staff recommends that the Commission approve the temporary guidelines for banner signs as proposed.

Attachments:

[CoverPage.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Ken Rubach

Submitting Department: Municipal Services

Item Type: Consent

Agenda Section: CONSENT AGENDA

Subject Title:

Bougainvilla Parking Project

Explanation:



Figure 1- Location of project

As you may know, the Bougainvilla Drive parking project will begin on May 20th, 2019 in the parking area adjacent to Commercial Boulevard and continue until about November of this year. It will be beautiful when it is done, but the area businesses are going to experience some inconvenience during the reconfiguration of the road and parking spaces.

To help lessen the impact on the businesses during the time that the parking area is being reconstructed, Staff is requesting the following guidelines be instituted for banner signs:

Banner Sign Guidelines

1. A banner sign may not exceed 32 square feet.
2. The letters on the sign may not exceed 18 inches in height.

3. A banner sign may be posted for the duration of the time public parking is closed due to construction in the block or plaza where the business is located.
4. The banner sign is required to be removed within 15 days following the opening of public parking in your block or plaza.
5. Limit of one banner sign per business.
6. A Town sign permit is not required.

Recommendation:

Staff recommends that the Commission approve the temporary guidelines for banner signs as proposed.



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Ordinances 1st Reading

Agenda Section: ORDINANCES 1st Reading

Subject Title:

Ordinance 2019-06 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING MARCH 17, 2020 FOR THE TOWN'S 2020 GENERAL MUNICIPAL ELECTIONS DATE TO COINCIDE WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION DATE AS ALLOWED BY SECTION 101.75, FLORIDA STATUTES; ESTABLISHING THE QUALIFYING PERIOD FOR THE 2020 GENERAL MUNICIPAL ELECTIONS TO OCCUR FROM NOON ON THURSDAY, JANUARY 2, 2020 THROUGH NOON ON WEDNESDAY, JANUARY 8, 2020, AS REQUIRED BY THE SUPERVISOR OF ELECTIONS; PROVIDING FOR THE DATE ON WHICH ELECTED OFFICIALS TAKE OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation:

Ordinance 2019-06 (Exhibit 1) sets the election date, qualifying period and schedule for swearing in of the newly elected officials for the Town's 2020 Municipal Elections to coincide with the March 17, 2020 Presidential Preference Primary as permitted under Section §101.075, Florida Statutes. We assumed the Commission would want to do that to assure good voter turnout in the municipal election and to avoid the cost of holding our election on a different day.

Ordinance 2019-06 (Exhibit 1) sets the qualifying period for the Town's Municipal Election as Noon, January 2, 2020 thru Noon, January 8, 2020 in accordance with the Broward County Supervisor of Election's scheduled. Because the municipal election would normally have been March 10th, the ordinance extends the term of the existing officeholders whose seats are up for election and schedules the swearing in of the newly elected officials.

Recommendation:

Approve on first reading

Attachments:

[Ord CoverPage.pdf](#)

[Ex1 Ord 2019-06.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Tedra Allen

Submitting Department: Administration

Item Type: Ordinances 1st Reading

Agenda Section: ORDINANCES 1st Reading

Subject Title:

Ordinance 2019-06 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING MARCH 17, 2020 FOR THE TOWN'S 2020 GENERAL MUNICIPAL ELECTIONS DATE TO COINCIDE WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION DATE AS ALLOWED BY SECTION 101.75, FLORIDA STATUTES; ESTABLISHING THE QUALIFYING PERIOD FOR THE 2020 GENERAL MUNICIPAL ELECTIONS TO OCCUR FROM NOON ON THURSDAY, JANUARY 2, 2020 THROUGH NOON ON WEDNESDAY, JANUARY 8, 2020, AS REQUIRED BY THE SUPERVISOR OF ELECTIONS; PROVIDING FOR THE DATE ON WHICH ELECTED OFFICIALS TAKE OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation:

Ordinance 2019-06 (Exhibit 1) sets the election date, qualifying period and schedule for swearing in of the newly elected officials for the Town's 2020 Municipal Elections to coincide with the March 17, 2020 Presidential Preference Primary as permitted under Section §101.075, Florida Statutes. We assumed the Commission would want to do that to assure good voter turnout in the municipal election and to avoid the cost of holding our election on a different day.

Ordinance 2019-06 (Exhibit 1) sets the qualifying period for the Town's Municipal Election as Noon, January 2, 2020 thru Noon, January 8, 2020 in accordance with the Broward County Supervisor of Election's scheduled. Because the municipal election would normally have been March 10th, the ordinance extends the term of the existing officeholders whose seats are up for election and schedules the swearing in of the newly elected officials.

Recommendation:

Approve on first reading

Attachments:

[Ex1 Ord 2019-06.pdf](#)

ORDINANCE 2019-06

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING MARCH 17, 2020 FOR THE TOWN'S 2020 GENERAL MUNICIPAL ELECTIONS DATE TO COINCIDE WITH THE PRESIDENTIAL PREFERENCE PRIMARY ELECTION DATE AS ALLOWED BY SECTION 101.75, FLORIDA STATUTES; ESTABLISHING THE QUALIFYING PERIOD FOR THE 2020 GENERAL MUNICIPAL ELECTIONS TO OCCUR FROM NOON ON THURSDAY, JANUARY 2, 2020 THROUGH NOON ON WEDNESDAY, JANUARY 8, 2020, AS REQUIRED BY THE SUPERVISOR OF ELECTIONS; PROVIDING FOR THE DATE ON WHICH ELECTED OFFICIALS TAKE OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, for the 2020 election cycle, the 2020 Presidential Preference Primary
2 Election is scheduled to be held on March 17, 2020; and

3 **WHEREAS**, Section 6.1(4) of the Town of Lauderdale-By-The-Sea ("Town") Charter sets
4 the date of the municipal election as the second Tuesday in March, "or as provided for by law";
5 and

6 **WHEREAS**, Section 101.75, Florida Statutes, authorizes municipalities to move their
7 elections to the same date as the Presidential Preference Primary Election (or other statewide or
8 countywide election) by adopting an ordinance; and

9 **WHEREAS**, the Broward County Supervisor of Elections ("Supervisor") has established
10 dates and deadlines for the March 17, 2020 election, and has provided that all qualifying periods
11 be completed no later than Wednesday, January 8, 2020, in order to meet the Supervisor's timeline
12 for preparation for the March 17, 2020 ballot; and

13 **WHEREAS**, should the Town decide to hold a separate General Municipal Election in
14 March, the Town will be responsible for the total election costs of approximately \$30,000; and

15 **WHEREAS**, if the Town moves its 2020 General Municipal Election date to coincide with
16 the Presidential Preference Primary Election, it will only be responsible for limited election costs,
17 resulting in a significant financial savings to the Town; and

18 **WHEREAS**, Section 101.75, Florida Statutes, provides that the ordinance moving the date
19 of the Town’s General Municipal Election must establish a qualifying period for the election; and

20 **WHEREAS**, the Town Commission deems it to be in the best interest of the citizens and
21 residents of the Town to modify its General Municipal Election in 2020, to coincide with the
22 Presidential Preference Primary Election on March 17, 2020; and

23 **WHEREAS**, the Town Commission desires to schedule the swearing in of duly elected
24 Town Officials.

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

27 **SECTION 1. Recitals.** The preceding “Whereas” clauses are ratified and incorporated as
28 the legislative intent of this Ordinance.

29 **SECTION 2. Election Date Modified.** The Town Commission of the Town of
30 Lauderdale-By-The-Sea, pursuant to the authority of Section 101.75, Florida Statutes, modifies
31 the date of its 2020 General Municipal Election to occur on March 17, 2020, to coincide with the
32 Presidential Preference Primary Election.

33 **SECTION 3. Qualifying Period Set.** The Town Commission hereby provides that the
34 qualifying period for the 2020 General Municipal Election shall run for seven (7) calendar days from
35 noon on Thursday January 2, 2020, through noon on Wednesday January 8, 2020.

SECTION 4. Swearing In. The Mayor-Commissioner and the Town Commissioners who are elected in the March 2020 election, shall be sworn in and assume the duties of office at the commencement of the first regular Town Commission meeting that is at least two days following the release of certification of the results by the Supervisor of Elections.

SECTION 5. Terms Extended. The term of office for the Mayor-Commissioner and the Town Commissioners currently seated in Seat 3 and Seat 4, shall pursuant to the authority in Section 100.3605 and 166.021(4), Florida Statutes, be extended until their successors to office are sworn in.

SECTION 6. 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 7. Conflicts. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 8. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this ____ day of _____, 2019.

Passed and adopted on the second reading, this ____ day of _____, 2019.

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	_____	_____
Vice-Mayor Sokolow	_____	_____
Commissioner Malkoon	_____	_____
Commissioner Oldaker	_____	_____
Commissioner Strauss	_____	_____

63 ATTEST:

64

65 _____
66 Tedra Allen, Town Clerk

67

68 APPROVED AS TO FORM:

69

70 _____
71 Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Kathie Magoles

Submitting Department: Administration

Item Type: Ordinances 2nd Reading

Agenda Section: ORDINANCES 2nd Reading

Subject Title:

Ordinance 2019-01 - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2019 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT WITH WASTE PRO USA, INC. ("2019 RESTATED COLLECTION AGREEMENT"); AUTHORIZING AMENDMENTS INCLUDING COMMINGLED WASTE, NUMBER OF CARTS IN DUPLEXES, PENALTIES; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Explanation:

On April 9, 2019, Ordinance 2019-01 was approved on first reading (Agenda Item 15.a).

The April 9, 2019 Agenda Report (Exhibit "A"), which includes the proposed ordinance (Exhibit 1) is attached for your reference. The redline version of the ordinance is Exhibit 2.

Recommendation:

Adopt Ordinance 2019-01 on Second Reading

Attachments:

[CoverPage.pdf](#)

[Agenda Item 15a.pdf](#)

[ExA_Ex1_ExA to Ord_2019 Restated Collection Agmt 4-3-19_3F23953.pdf](#)

[ExA_Ex2_Redline Collection Agreement 4.3.19_3F23772.pdf](#)

[Ord 2019-01.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Kathie Magoles

Submitting Department: Administration

Item Type: Ordinances 2nd Reading

Agenda Section: ORDINANCES 2nd Reading

Subject Title:

Ordinance 2019-01 - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2019 RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES AGREEMENT WITH WASTE PRO USA, INC. ("2019 RESTATED COLLECTION AGREEMENT"); AUTHORIZING AMENDMENTS INCLUDING COMMINGLED WASTE, NUMBER OF CARTS IN DUPLEXES, PENALTIES; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Explanation:

On April 9, 2019, Ordinance 2019-01 was approved on first reading (Agenda Item 15.a).

The April 9, 2019 Agenda Report (Exhibit "A"), which includes the proposed ordinance (Exhibit 1) is attached for your reference. The redline version of the ordinance is Exhibit 2.

Recommendation:

Adopt Ordinance 2019-01 on Second Reading

Attachments:

[Agenda Item 15a.pdf](#)

[ExA_Ex1_ExA to Ord_2019 Restated Collection Agmt 4-3-19_3F23953.pdf](#)

[ExA_Ex2_Redline Collection Agreement 4.3.19_3F23772.pdf](#)

[Ord 2019-01.pdf](#)



Agenda Memorandum

Town Manager's Office

Department

Bud Bentley

Staff

COMMISSION MEETING DATE: April 9, 2018 / 9

ITEM CATEGORY: Ordinance

SUBJECT TITLE: First Reading of Ordinance 2019-01 Adopting 2019 Restated Solid Waste Franchise Collection Agreement

EXPLANATION: This is one of two solid waste related items on tonight's agenda. The companion item is a Settlement Agreement with Waste Pro concerning their commingling dumpster waste and disposing at a non-designated site.

Attached for First Reading is Ordinance 2019-01 (**Exhibit 1**), which adopts the 2019 Restated Solid Waste Bulk and Recycling Collection Services Agreement (Exhibit A to Ordinance 2019-01).

The primary change in the 2019 Restated Agreement is in Section 3.5, which is re-formatted and revised because of the situation we had with Waste Pro, which is the subject of the other solid waste agenda item. The re-formatting focuses the reader's attention on the requirement to use designated disposal facilities and the revisions set out the process for the collection hauler to get advanced permission to commingle materials.

Proposed Sec. 3.5.

3.5 DESIGNATED DISPOSAL FACILITY AND COMMINGLING OF WASTE

All Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials ~~from TOWN facilities~~ collected pursuant to this Agreement shall be delivered to facilities designated (~~"Designated Disposal Facilities"~~) by the TOWN ("Designated Disposal Facilities"), with the exception of waste which is shown by affidavit to be destined for transportation to any destination outside of the State of Florida. A violation of this Section is a material breach of contract.

3.5.1 Disposal Facility Outside of Florida

Should CONTRACTOR direct waste to a location outside the State of Florida, it shall indemnify and hold harmless the TOWN for any action resulting from such disposal. CONTRACTOR specifically acknowledges that the prices in this Agreement include this indemnification and hold harmless obligation as a part of its cost for out of state delivery, and such cost is not to be interpreted as a penalty for, or barrier to, delivery of the waste by CONTRACTOR out of state.

Agenda Memorandum

Page 2



3.5.2 Ownership and Commingling of Waste.

- (a) The TOWN shall retain ownership of all Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials ~~from TOWN facilities~~ until delivery to the Designated Disposal Facility.
- (b) In the event that CONTRACTOR commingles any ~~Solid Waste, Bulk Waste, recyclables, or other~~ materials collected under the terms and conditions of this Agreement with ~~Solid Waste or other~~ materials from other jurisdictions, CONTRACTOR shall indemnify and hold TOWN harmless from any and all losses, claims, or liability associated with the quantities of Solid Waste or other materials that were commingled.
- (c) CONTRACTOR shall inform TOWN and Town's Designated Disposal Facilities prior to commingling any materials and receive their approval. The Town Manager's approval shall not be unreasonably be withheld.

CONTRACTOR shall submit for the Town Manager's approval the formula for converting the tons of disposed commingled waste to cubic yards and then the calculation of the tons/yardage of Town waste from the total disposed. The formula may be revised from time to time at the request of either party.

The other changes are housekeeping in nature such as providing a new example of how holidays (Sec. 5.5.2) are handled.

To show the changes, we have attached a "redlined" agreement (**Exhibit 2**). Additions are underlined and deletions are ~~overstruck~~.

RECOMMENDATION: Adopt Ordinance 2019-01 on First Reading

Exhibits:

1. Ordinance 2019-XX with Exhibit A (2019 Restated Collection Franchise Agreement)
2. Redlined version of the proposed 2019 Restated Collection Agreement

Reviewed by Town Attorney:

☐	Yes	☐	No
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File: T:\0 Agenda\4-9-19 Commission\Admin\Collection Agmt\2019 AM Restated WP Agreement.docx

**Solid Waste, Bulk Waste, and Recycling Collection Services Agreement
Between
The Town of Lauderdale By-The-Sea, Florida
and
Waste Pro USA, Inc.**



2019 Restated Collection Agreement

**History: RFP No. 09-02-01 - Effective July 1, 2009 -
First Amendment - September 10, 2009
Second Amendment - January 11, 2011
Third Amendment - September 30, 2011
Restated Agreement - March 27, 2012
First Amendment to the Restated Agreement – January 13, 2015
2015 Restated Agreement – November 24, 2015
2017 Restated Agreement – May 18, 2017
2019 Restated Agreement – [REDACTED], 2019**

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This Agreement and amendments thereto (hereinafter referred to as "Agreement") made and first entered into the 1st day of July, 2009, and amended as provided below, by and between the Town of Lauderdale By-The-Sea, a municipal corporation of the State of Florida (hereinafter referred to as "**TOWN**"), acting by and through its duly authorized Town Commission, and Waste Pro USA, Inc., a Florida Corporation and successor-in-interest pursuant to a transfer of this Agreement approved by the Town Commission on August 19, 2014 (hereinafter referred to as "**CONTRACTOR**").

The amendments to this Agreement include:

1. First Amendment on September 10, 2009,
2. Second Amendment on January 11, 2011,
3. Third Amendment on September 30, 2011,
4. 2012 Restated Agreement on March 27, 2012 (first renewal period),
5. First Amendment to the 2012 Restated Agreement on January 13, 2015, and
6. 2015 Restated Agreement on November 24, 2015 (extension of first renewal period).
7. 2017 Restated Agreement on May 18, 2017 (second renewal period).
8. 2019 Restated Agreement on [REDACTED], 2019 (amendments)

WITNESSETH:

WHEREAS, the CONTRACTOR and the TOWN wish to set forth the terms and conditions of this Agreement for the provision of a Solid Waste, Bulk Waste, and Recycling Collection Services.

NOW THEREFORE, for the mutual benefits and other considerations recited herein, the parties agree as follows:

SECTION 1: AGREEMENT

1.1 FRANCHISE

For the term of this Agreement, the TOWN hereby grants the CONTRACTOR the exclusive franchise and the sole obligation to operate and maintain comprehensive Solid Waste, Bulk Waste, and recycling collection services for Residential Collection Service Units and Solid Waste for Commercial Collection Service Units in and for the TOWN, except as specifically excluded in this Agreement. The franchise specifically excludes the exclusive collection of construction and demolition debris. The CONTRACTOR is authorized by the TOWN, in, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places of the TOWN for the purposes of fulfilling CONTRACTORS' obligations under this Agreement within the municipal corporate limits of the TOWN, or as directed in conformance with the Charter and Ordinances of the TOWN and other applicable law. The CONTRACTOR'S sole consideration from the TOWN shall be the right to provide the services specified herein at the rates specifically authorized herein.

1.2 TERM OF AGREEMENT

The initial term of this Solid Waste, Bulk Waste, and Recycling Collection Services Agreement ("Agreement") was for a period of three (3) consecutive years, commencing on July 1, 2009 at 12:00 a.m., local time, through June 20, 2012 at 11:59 p.m., local time. The first renewal period commenced on June 21, 2012 at 12:00 a.m., local time, and continued through May 17, 2017 at 11:59 p.m., local time. The second renewal period commenced on May 18, 2017 at 12:00 a.m., local time, and ends on November 30, 2021 at 11:59 p.m., local time.

1.3 EXPIRATION OF AGREEMENT PROVISIONS

In the event a new Agreement has not been awarded upon the expiration of this Agreement, and renewal options are not exercised, the CONTRACTOR agrees to provide service to the TOWN for an additional ninety (90) calendar day period beyond the expiration of the Agreement at the then established rates, provided the TOWN requests said services, in writing, at such time.

1.4 OPTION TO RENEW

- (a) *Renewal Periods.* After the initial three (3) year period, this Agreement may be renewed for three (3) additional periods, each lasting between three (3) and five (5) years as shown in the following table.

Table 1 – Renewal Periods

Initial Term:	July 1, 2009 to June 20, 2012
First Renewal Term:	June 21, 2012 to May 17, 2017
Second Renewal Term	May 18, 2017 to November 30, 2021
Third Renewal Term	Three (3) to Five (5) Years
Renegotiate Terms and Conditions or Request Bids from Qualified Contractors	To be determined

- (b) *Renewal Process.* Prior to making a recommendation to the Town Commission on whether to renew the Agreement, the Town Manager or designee will meet and confer with the CONTRACTOR regarding changes in terms and conditions that either the TOWN or the CONTRACTOR would like to see reflected in an amendment to the Agreement covering the next renewal period. The TOWN shall thereafter notify the CONTRACTOR of its decision to exercise a renewal option or allow the Agreement to terminate. Said notice shall be in writing and delivered not less than one hundred eighty (180) calendar days prior to the expiration date.

In the event the TOWN notifies the CONTRACTOR of its decision to exercise a renewal option, the CONTRACTOR shall notify the TOWN in writing of its intent to accept or decline the renewal option offer within twenty (20) calendar days of receipt of the TOWN's offer.

- (c) *Final Renewal Term.* In the event the Agreement is renewed for three (3) Renewal Terms, the TOWN may, at the end of the final renewal term, either renegotiate the term and

conditions of the Agreement with the current CONTRACTOR or request bids from qualified contractors to provide Solid Waste Collection, Bulk Waste Collection, and Recycling Services.

- (d) *No Limits on Right of Termination.* This section in no way limits the TOWN'S right to terminate this Agreement for cause at any time during the initial term or any extension thereof, pursuant to Section 9 of this Agreement.

SECTION 2: DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply, unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the TOWN shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

1. **Advertising** shall mean any written communication for the purpose of promoting a product or service. No advertising shall be permitted on Collection vehicles or any other vehicles, Recycling Bins, Recycling Containers, Containers, Roll-offs or other equipment used for the purpose of administering this Agreement. The CONTRACTOR'S name in which it is doing business and non-toll telephone service number, written communication as specified in the Agreement or written communication as directed by the Town Manager, shall not be considered Advertising.
2. **Account Holder** shall mean the party responsible for payment for services provided by CONTRACTOR that has arranged an account with the CONTRACTOR.
3. **Agreement** shall mean this Agreement.
4. **Bags** shall mean non-dissolvable plastic bags.
5. **Biological Waste** shall mean, as defined in Chapter 403, Florida Statutes, Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.
6. **Biomedical Waste** shall mean, as defined in Chapter 403, Florida Statutes, any Solid Waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.
7. **Brown Goods** shall mean discarded computers, televisions, stereos, cabinets, furniture, and other similar domestic goods. Brown Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the Brown Goods are collected. Anytime White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
8. **Bulk Waste** shall mean those wastes that may require special handling and management including, but not limited to: all types of vegetative matter resulting from normal yard and landscaping maintenance that does not exceed six (6) feet in length, White Goods, Brown Goods, furniture, equipment, and other similar items including materials resulting from minor home repairs. Bulk Waste does not include items herein defined as Garbage, Contractor-Generated Waste, Exempt

Waste, or items such as televisions, mirrors, window glass, or containers with fluids, or waste containing refrigerants or other potentially harmful fluids or gases.

9. **Bulk Waste Collection Service** shall mean Bulk Waste Collection from Residential Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.
10. **Business Day** shall mean any day, Monday through Friday, from 8 a.m., local time until 4 p.m., local time.
11. **Cart** shall mean a metal or plastic receptacle on wheels, that is mechanically emptied, with a maximum capacity of ninety-six (96) gallons used to store Solid Waste, Yard Waste or Recyclable Materials until collection by the CONTRACTOR.
12. **Collection** shall mean the process whereby Solid Waste, Bulk Waste, and Recyclable Materials are removed and transported to the appropriate Designated Disposal Facility. Collection shall exclude the process of picking up, transporting, and dropping off Exempt Waste.
13. **Collection Rates** shall mean the rates approved pursuant to the terms of this Agreement that are to be charged by the CONTRACTOR for collection services.
14. **Commercial Establishment** shall mean all retail, professional, wholesale, institutional, lodging, and industrial facilities, and any other commercial enterprises, offering goods or services to the public located in the Service Area.
15. **Commercial Services** shall mean Commercial Solid Waste Collection Services performed in the Service Area.
16. **Commercial Service Unit** shall mean any Commercial Establishment in the Service Area.
17. **Commercial Solid Waste** shall mean any Garbage or Trash that is usual to the normal operations of a Commercial Service Unit. A Customer driven activity at the Commercial Service Unit wherein the Commercial Solid Waste is collected and does not include items defined herein as Yard Waste, Bulk Waste, Contractor-Generated Waste, or Exempt Waste must generate commercial Solid Waste. Recyclable Materials are not Commercial Solid Waste.
18. **Commercial Solid Waste Collection Service** shall mean the Collection and disposal of Commercial Solid Waste from Commercial Service. Commercial Solid Waste Collection Service shall be provided via Containers or Dumpsters.
19. **Commercial Recycling Collection Service Unit** shall mean the Collection of Recyclable Materials from Commercial Service Units utilizing Recycling Bins and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.
20. **Compactor** shall mean a mechanism, whether stationary or mobile, with a minimum compaction ratio of 2.5 to 1.0 used for the densification of Solid Waste in Containers or Roll-offs. The CONTRACTOR shall clearly mark all Dumpsters and Roll-offs and Compactors as to prohibit their use for the disposal of Biological Waste, Biomedical Waste, Hazardous Waste, or Sludge if hauler is to provide as opposed to Inter Local Agreement (ILA).
21. **Construction and Demolition Debris** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, fence, screen, metal, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter

that normally results from land clearing or land development operations for a construction project. This includes non-vegetative construction and demolition debris as a result of a fire, and manmade or natural disaster, to include hurricane debris.

22. **Container** shall mean a Dumpster or Cart used to store Solid Waste, Yard Waste or Recyclable Materials.
23. **CONTRACTOR** shall mean the person or entity that has entered into this Agreement to provide the services described herein for the Service Area.
24. **Contractor-Generated Waste** shall mean Bulk Waste generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, and lawn or yard maintenance services and nurseries.
25. **County** shall mean Broward County, Florida.
26. **Customer** shall mean person(s) that produce the Solid Waste, Bulk Waste and Recyclable Materials at a physical location. The Customer may be the Account Holder.
27. **Designated Disposal Facility** shall mean the facility designated by the Town for receipt of all Solid Waste, Bulk Waste and Yard Waste collected within the Town that is capable of being processed at the Designated Disposal Facility.
28. **Designated Recycling Facility** shall mean the Recovered Materials Processing Facility designated by the Town for receipt of the Recyclable Materials collected within the Town.
29. **Disposal Charges** shall mean the prevailing per-ton rate charged at the Designated Disposal Facility for the acceptance and disposal of Residential Waste, Commercial Solid Waste, and other waste materials.
30. **Disposal Fee** shall mean the amount within the Collection Rate paid by the Customer that is charged for the disposal of Solid Waste, Bulk Waste and Yard Waste.
31. **Dumpster** shall mean a metal or plastic receptacle, with a capacity of up to and including eight (8) cubic yards designed or intended to be mechanically dumped into a loader-packer type garbage truck.
32. **Dwelling Unit** shall mean an individual living unit in a single-family dwelling, duplex dwelling, multi-family dwelling, or mixed-used dwelling within a structure or building intended for, or capable of being utilized for residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.
33. **Exempt Waste** shall mean Biological Waste, Biomedical Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission, and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.
34. **Franchise Fee** shall mean the charge to CONTRACTOR for the use of present and future streets, alleys, bridges, easements, and other public places of the TOWN. The Franchise Fee shall be calculated by multiplying the Gross Revenues as defined herein by the assigned franchise fee percentage. For example, commercial franchise fee shall be ten percent (10%) of Gross Revenues for Commercial Services and three point seven six percent (3.76%) of Gross Revenues for Residential/Multi Family Services.

35. **Garbage** shall mean all waste that is generated from normal residential activities. These materials generally include, but are not limited to, kitchen and food waste, animal and produce waste, or any organic waste that is a result of storage, preparation, cooking, or handling of food materials. Also included in this category are household waste items such as food packaging materials; non-recyclable cans, plastics, paper, cardboard, and bottles; rags and cleaning supplies, and other items usual to housekeeping.
36. **Gross Revenues** shall mean all charges invoiced by the CONTRACTOR arising from, attributable to or in any way derived from the services it provides pursuant to this Agreement, exclusive of franchise fees.
37. **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
38. **Non-Collection Notice** shall mean a sticker, tag, or door hanger used by the CONTRACTOR to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by the CONTRACTOR pursuant to the Agreement, developed and provided by the CONTRACTOR and approved by the TOWN. CONTRACTOR is required to provide a Non-Collection Notice anytime Solid Waste, Bulk Waste, or Recycling Materials are not picked up for any reason.
39. **Ordinance** shall mean those parts of the Code of the TOWN governing Solid Waste Collection, Disposal, and Recycling activities within the TOWN.
40. **Recovered Materials Processing Facility** shall mean a facility engaged solely in the storage, processing, resale, or reuse of Recyclable Materials, and that meets the requirements of Section 403.7046, Florida Statutes.
41. **Recyclable Materials** shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials to be collected shall include all materials that are accepted by the Designated Recycling Facility.
42. **Recycling** shall mean any process by which materials that would otherwise have been Residential Solid Waste or Commercial Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
43. **Recycling Bin** shall mean a rigid rectangular receptacle stenciled with the TOWN logo. Recycling Bins shall not contain the name or logo of the CONTRACTOR. Recycling Bins shall be made of plastic or other suitable substance of no less than fourteen (14) gallons.
44. **Recycling Container or Recycling Cart** shall mean a wheeled metal or plastic receptacle, with a capacity of ninety six (96) gallons or an alternative sized specified by TOWN, intended to be manually or mechanically dumped into a loader-packer type recycling truck. Recycling Containers shall be stenciled with the Town logo and shall not contain the name or logo of the CONTRACTOR. A Recycling Container is commonly referred to as a "Recycling Cart."
45. **Residential Collection Service Unit – Single Family, Duplex** shall mean one single family home or one duplex unit that uses containers that are placed at curbside for collection.

46. **Residential Collection Service Unit – Multi Family Container Service** shall mean a Multi Family property that uses containers that are placed at curbside for collections.
47. **Residential Recycling Collection Service Unit** shall mean all types of Residential Collection Service Units utilizing Recycling Bins, Dumpsters and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.
48. **Residential Collection Service Unit – Multi Family Dumpster Service** shall mean the Collection of Garbage and Trash from multi-family residential units that utilize dumpsters for the Collection Service.
49. **Residential Solid Waste** shall mean Garbage and Trash resulting from the normal household activities of a Residential Service Unit. The Customer at the Residential Service Unit wherein the waste is collected must generate the Solid Waste. It does not include items defined herein as Contractor-Generated Waste or Exempt Waste. Recyclable Materials and Bulk Waste are not Residential Solid Waste.
50. **Roll-Off Collection Service** shall mean the Collection and disposal of Roll-Off Containers containing Construction and Demolition Debris. Collection of Construction and Demolition Debris is not considered exclusive to the CONTRACTOR under the terms and conditions of the Agreement.
51. **Roll-Off Containers** shall mean any metal receptacle with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle. Roll-off Containers utilized for services covered under this Agreement shall be owned by the CONTRACTOR.
52. **Scheduled Collection Day** shall mean any day in which Collection activities take place.
53. **Service Area** shall mean the municipal limits of the TOWN.
54. **Sludge** shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.
55. **Solid Waste** shall mean Garbage and Trash. Bulk Waste and Recyclable Materials are not considered Solid Waste.
56. **Special Waste** shall mean Solid Waste that can require special handling and management, including, but not limited to used tires, used oil, lead-acid batteries, ash residue, and biological wastes.
57. **TOWN** shall mean the Town of Lauderdale By-The-Sea, Broward County, Florida.
58. **Town Commission** shall mean the Town Commission of the TOWN.
59. **Town Manager** shall mean the Town Manager of the TOWN, or his/her designated representative(s).
60. **Town Sponsored Special Events** shall mean events sponsored or co-sponsored by the TOWN.
61. **Trash** shall mean plastic bags, wood, bundles, toys, Yard Waste, and other similar waste materials in cans or similar receptacles. Trash does not include items that are Contractor-Generated Waste or Exempt Waste.

62. **Yard Waste (or Yard Trash)** shall mean vegetative materials from normal yard and landscaping maintenance that is from the serviced property.
63. **Yard Waste Collection Service** shall mean the once per week collection of Yard Waste utilizing carts from Cart Customers (single family, duplex and multifamily).
64. **White Goods** shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the White Goods are collected. Any time White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
65. **Work Day** shall mean any day, Monday through Saturday.
66. **Undefined Amount of Solid Waste or Recyclables** shall mean the quantity of disposed material that can be placed in a Container by and still allow proper collection with the lid closed.

SECTION 3: COLLECTION SERVICES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR shall provide all Residential Services and Commercial Services, as defined in Section 3 herein, within the corporate limits of the TOWN, except as provided herein. Said service shall include:

3.1 RESIDENTIAL SOLID WASTE – GARBAGE AND TRASH

- (a) **All Residential Solid Waste.** The CONTRACTOR is responsible to collect all Solid Waste, Bulk Trash, and Recycling Materials in the Service Area. In the event the CONTRACTOR is not able to collect, CONTRACTOR is required to provide a Non-Collection Notice with the contractual reason for non-collection.
- (b) **Christmas Trees.** The CONTRACTOR shall collect Christmas Trees from all Residential Service Units at curbside at no additional cost to the Residential Service Unit or the TOWN on normal pickup days when the tree is placed in the Cart or on any Bulk Trash pickup day.
- (c) **Containers.** Containers provided by the CONTRACTOR shall meet accepted industry standards. TOWN will select the color of the Container; however, once the color is selected, all Containers of the same type shall be the same color. Carts shall have a capacity of not greater than ninety-six (96) gallons. The CONTRACTOR is not required to empty any Carts that exceed 150 pounds in weight.
- (d) **Container Repair or Replacement.**
 - (1) **Cart.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Cart has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Cart or make repairs to the Container within two (2) Work Days of said notice. Each Residential Collection Service Unit shall be entitled to two (2) repairs or two (2) replacements of lost, destroyed, or stolen Containers within a rolling 24 month period at no cost to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR'S actual cost and charged to the Residential Collection Service Unit Customer, unless such damage was caused by CONTRACTOR.

- (2) **Dumpster.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.
- (3) **Plastic Multi-Family Dumpsters.** During the period June 1, 2017 to May 31, 2020, CONTRACTOR shall, at its own cost and expense, replace all of the metal Dumpsters that are currently in use by customers with Multi Family Dumpster Service, with new plastic dumpsters. CONTRACTOR shall replace approximately one-third of the metal Dumpsters each year, until all of the metal dumpsters have been replaced. This provision only applies to metal Dumpsters for which a comparably sized plastic Dumpster is commercially available.
- (e) **Collection Rates.** As of the effective date of this Agreement, the CONTRACTOR shall provide Collection Service for each type of service according to the Collection Rates shown in the corresponding Exhibits to this Contract, which are incorporated herein; unless specifically and expressly authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN.
- (f) **Service Levels Not Designated** – For Residential Solid Waste service levels not designated in this Agreement, the CONTRACTOR may provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.
- (g) **Ownership** of Carts –Carts purchased by the CONTRACTOR shall be deemed to be owned by the CONTRACTOR, except that Carts in the possession of a Residential Collection Service Unit or the TOWN at the end of the Agreement shall be deemed to be owned by the TOWN.
- (h) **Yard Waste Collection Service.** The Town has the option of implementing Yard Waste Collection Service for residential Customers utilizing Carts under the following terms and conditions:
 - (1) Upon receipt of written notice from TOWN of its decision to implement yard waste service, the CONTRACTOR shall begin providing once a week residential and Multifamily (with carts service) yard waste collection service within one hundred and twenty (120) days of such notice.
 - (2) The fee for once a week yard waste collection service paid to CONTRACTOR shall be equal to the fee for once a week recycling collection. CONTRACTOR shall provide and deliver necessary yard waste carts at no additional cost or charge to the Customer or the TOWN, the ownership of which shall transfer to the TOWN upon the expiration or termination of this Agreement.

Should this Agreement terminate before the end of a three year amortization period following the purchase of carts provide for in this Section, the TOWN shall reimburse the CONTRACTOR the unamortized capital cost of these carts. Example: One thousand Recycling Carts are purchased at a cost of \$50 per Cart and \$1.39 per Cart is amortized each month. If the Agreement terminates 30 months after the purchase of the Carts, the TOWN will reimburse the CONTRACTOR \$8,333 [1000 carts x \$1.39 per month x 6 month].

- (3) For the first year of Yard Waste Collection Service, the Disposal Fee component of the monthly Collection Rate collected by the CONTRACTOR for Residential Waste Collection Service shall be considered sufficient to cover the actual cost of disposal of Yard Waste and there shall be no change to the rates charged. In the second year after implementation and subsequent years, the Disposal Fee component of the monthly charge to each Customer for Yard Waste Collection Service shall be based on the prior year's actual cost of disposal of Yard Waste from July 1st to June 31st, averaged over the number of total number of residential Container Customers plus any applicable CPI adjustment provided for in Section 6.8.1.2. This amount shall become the new disposal fee for yard waste collection in the monthly Collection Rate.
- (4) The Solid Waste Disposal Fee for Residential Collection Services shall be adjusted as provided for in Section 6.8.1.2.
- (5) An example of how subsections (2) and (3) above would work is shown in Table 3.1.

Table 3.1 – Calculating the Collection and Disposal Rate
for Yard Waste Collection Service.

Monthly Rate for Single Family and Duplex				
	Service Components	11-1-11 Monthly Rates	If Yard Waste Implemented in 2012	11-1-13 Monthly Rate (1)
1.	Solid Waste collection	\$4.15	\$4.15	\$4.15
2.	Recycling collection	\$2.08	\$2.08	\$2.08
3.	Yard Waste collection		\$2.08	\$2.08
4.	Bulk Trash Collection	\$1.10	\$1.10	\$1.10
5.	Disposal Fee -Solid Waste	\$8.03	\$8.03	\$6.42 (2)
6.	Disposal Fee-Yard Waste			\$1.11 (2)
	Total	\$15.35	\$17.44	\$16.94

Footnotes:

- (1) For the purpose of this example, the assumption is the disposal fee remains the same and there is no change in CPI.
- (2) The example is calculated on a Yard Waste Disposal Rate of \$50 per ton with twenty percent of the waste stream being diverted to Yard Waste Containers.

Calculation: disposal fee of \$72.57 per ton; 1065 single family accounts; $\$8.03 \times 1065 = \$8,551.95$ monthly disposal fee; $\$8,551.95 / \$72.57 = 117.8$ tons per month; 80% of 117.8 = 94.3 tons of household waste per month; 20% = 23.6 tons of yard waste per month,

3.1.1 Residential Collection Service Units – Single Family, Duplex (Cart Service)

- (a) **Frequency.** The CONTRACTOR shall pick up, twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each residential unit.

- (b) ***Suspension of Service.*** Single Family or Duplex Residential Service Units may suspend service in accordance with the requirements of the Town Code of Ordinances.
- (c) ***Placement of Carts.*** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (d) ***Number of Carts.*** CONTRACTOR will provide one (1) Cart to each Residential Service Unit, unless a smaller size Cart is requested by the Residential Service Unit and agreed upon by CONTRACTOR. In accordance with Chapter 10 of the Town Code, when a duplex is owned by a single person / entity, residents of the Duplexes units may share a common waste and recycling cart provided under a single account, provided it is sufficient to accommodate the joint usage without spillover. An additional waste cart requires an additional account.
- (e) ***Size of Carts.*** The TOWN shall determine the size of the Carts for each class of service.
- (f) ***Residential Off-Street Collection Service.*** The CONTRACTOR shall provide off-street Collection for Solid Waste from Residential Collection Service Units if (a) all adult occupants residing therein are incapable of moving the Carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Collection Service Unit, and (c) the request is approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Collection Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Collection Service Unit.

3.1.2 **Residential Collection Service Units – Multi Family with Cart Service**

- (a) ***Frequency.*** The CONTRACTOR shall pick up twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each Residential Collection Service Unit at curbside or a designated location.
- (b) ***Placement of Containers.*** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonable possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (c) ***Number of Carts.*** CONTRACTOR shall provide one (1) Cart for each Residential Collection Service Unit if requested, to accommodate the Solid Waste Collection needs of the Residential Collection Service Units. CONTRACTOR may reduce total numbers of Carts if collection is easily contained in a lesser number of Carts. The CONTRACTOR shall provide the number of Carts necessary for efficient and

sanitary services based on the reasonable request of an authorized representative of the Residential Service Units, in accordance with the following:

- (i) A “reasonable request” shall be made at least thirty (30) days prior to the desired date of pick-up or delivery of Carts.
- (ii) A “reasonable request” shall be defined as any request for a number of Carts sufficient for efficient and sanitary services. Regardless of the actual number of Carts sufficient for efficient and sanitary services, the Residential Service Units shall pay the rate for the number of Carts equaling at least fifty percent (50%) of the number of residential dwelling units. If fifty percent (50%) is not a whole number, the minimum number of Carts will be rounded down; for example, eleven (11) residential dwelling units may request no fewer than five (5) Carts.
- (iii) A reasonable request may be made up to two (2) times per fiscal year for free. Additional requests to have Carts picked up or delivered may be made, but shall require payment of a fee. The fee shall be twenty-five dollars (\$25) for the first four (4) Carts to be picked up or delivered; additional Carts may be requested to be picked up or delivered for a fee of fifteen dollars (\$15) each.
- (iv) In the event of disagreement about the reasonable number of Carts, the TOWN shall make the final determination.

3.1.3. **Residential Collection Service Units – Multi Family Dumpster Service**

- (a) **Number and Size; Frequency of Pickup.** The CONTRACTOR shall provide the sizes and numbers of Dumpsters necessary for efficient and sanitary services based on the reasonable request of an authorized representative of Residential Service Units. Dumpsters shall be picked up as frequently as volume demands, but not less than twice per week, at least three (3) days apart. The Account Holder and the CONTRACTOR shall mutually agree upon the size and frequency of pick-up of Dumpsters. The CONTRACTOR shall notify Account Holder if it is deemed necessary to increase service, and notify the TOWN of their intention to do so. Any dispute between Account Holder and CONTRACTOR shall be resolved by TOWN according to the process established by Town Code and the decision of the TOWN shall be final and binding.
- (b) **Dumpsters.** Dumpsters provided by the CONTRACTOR shall meet accepted industry standards. The CONTRACTOR shall maintain Dumpsters as necessary to maintain efficient and sanitary services.
- (c) **Placement of Dumpsters -** CONTRACTOR shall empty all Dumpsters from the Customer’s Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 5).

3.2 RESIDENTIAL BULK WASTE

3.2.1 Bulk Waste Collection Schedule and Generation Location

The CONTRACTOR shall pick up Bulk Waste from each Residential Collection Service Unit once a month according to the annual schedule adopted by the TOWN.

All Bulk Waste shall be placed curbside for collection according to the TOWN Code and shall be generated from the Residential Collection Service Unit disposing of the Bulk Waste.

3.2.2 Bulk Waste Service. Bulk Waste Collection Services shall be provided by CONTRACTOR in accordance with the following service levels:

Residential Service Unit	Service Level
Single Family, Duplex	No Maximum
Multi Family with Carts	One (1) cubic yard of Bulk Waste multiplied by the number of Solid Waste Carts from the Residential Service Units. For example, if an 11 unit Multi Family property has five (5) Solid Waste Carts, the CONTRACTOR shall collect up to five (5) cubic yards of Bulk Waste.
Mixed-Use Property	Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.
Multi Family Dumpster Service	No Maximums

3.3 COMMERCIAL SOLID WASTE

3.3.1 Commercial Solid Waste Collection Service – The CONTRACTOR shall provide Commercial Solid Waste Collection Service as deemed necessary and as determined between the CONTRACTOR and the Customer. However, frequency shall be no less than two (2) times per week with no exception for Holiday(s) as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. The size of the Container or Dumpster and the frequency of Collection (meeting minimum requirements) shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste shall be placed outside the Container or Dumpster. Dumpster(s) and Container(s) shall be accessible to the CONTRACTOR’S crew and vehicles. In the event of disagreement about the size of Dumpster or frequency of collection, the TOWN shall make the final determination.

- 3.3.2 **Rates** - The CONTRACTOR shall provide Container(s) and Dumpster(s) at the approved rates as identified in Exhibit 4 and Exhibit 5 Compacted Dumpster Service, which are incorporated herein, and, unless specifically authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN unless specifically and expressly set forth herein. Customers may own their Dumpsters and/or Container(s) provided that the Customer shall be completely responsible for its proper maintenance and such Container(s) shall be of a type that can be serviced by the CONTRACTOR'S equipment.
- 3.3.3 **Service Levels not Designated** – For Commercial Solid Waste Collection service levels not designated, the CONTRACTOR shall provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.
- 3.3.4 **Placement of Dumpsters** - CONTRACTOR shall empty all Dumpsters from the Customer's Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 5).
- 3.3.5 **Dumpster Repair or Replacement.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.

3.4 RECYCLING

The CONTRACTOR shall offer recycling services to all Commercial Recycling Collection Service Units; the fees for those services shall be agreed upon by the Commercial Recycling Collection Service Unit and the CONTRACTOR.

The CONTRACTOR shall provide Recycling Services to all Residential Service Units as described below.

- 3.4.1 CONTRACTOR shall provide Recycling Services to all Residential Collection Units one (1) day per week, on a regular scheduled Solid Waste pick up day. The services to be performed by the CONTRACTOR shall consist of Collection of all designated Recyclable Materials and transportation to the Designated Recycling Facility.
- 3.4.2 Should unanticipated events, circumstances, or changes in law arise that necessitate any additions or deletions to work described in this Section, including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications and any compensation to CONTRACTOR before undertaking any changes or revisions to such work.
- 3.4.3 **Purchase and Distribution:** CONTRACTOR shall provide one (1) Recycling Cart to each Residential Collection Service Unit – Single Family and Duplex and one (1) Recycling Cart for every Garbage Container required in Section 3.1.2 for Residential

Collection Service Units – Multi Family with Containers. TOWN will select the color of the Container; however, once the color is selected, all Containers shall be the same color. The TOWN may select one alternative sized CART that the Residential Collection Service Unit may request from CONTRACTOR and CONTRACTOR shall promptly provide said carts to the Customers as directed by the Town at no charge to either the Customer or the Town. All Recycling Carts shall be capable of being emptied by mechanical equipment.

- a. The CONTRACTOR shall maintain sufficient Recycling Carts to ensure that extra or replacement Recycling Carts can be provided to Customers or properties in accordance with the terms and conditions of the Agreement. The CONTRACTOR'S employees shall take care to prevent damage to Recycling Carts by unnecessary rough treatment.
- b. The CONTRACTOR shall purchase and distribute new Recycling Carts as requested by TOWN to existing Residential Collection Service Units for the term of this Agreement.
- c. The CONTRACTOR shall purchase and distribute Recycling Carts to new Residential Collection Service Units that are added to the Service Area during the term of the Agreement.

3.4.4 **Repair or Replacement** – Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Service Unit's Recycling Container has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Container to such Residential Service Unit or make repairs to the Container within two (2) Work Days of said notice. Each Residential Service Unit shall be entitled to two repairs or replacements of lost, destroyed, or stolen Containers within a two year period at no cost to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR'S actual cost.

3.4.5 **Ownership** – Ownership of Recycling Carts purchased by the CONTRACTOR shall rest with the CONTRACTOR, except that ownership of Recycling Carts in the possession of a Residential Collection Service Unit or TOWN at the end of the Agreement shall rest with the TOWN.

3.4.6 **Recyclable Materials to be Collected** – The CONTRACTOR shall collect all Recyclable Materials that are accepted by the Designated Recycling Facility and that are placed in a Recycling Container.

3.4.7 **Contaminated Recyclable Materials** – The CONTRACTOR shall not collect Recyclable Materials that are significantly contaminated with non-Recyclable Materials.

The CONTRACTOR shall leave a Non-Collection Notice explaining why the material in the Recycling Cart was not collected and shall advise the Town that day of the non-collection. The CONTRACTOR shall not collect the Recyclable Materials until the Residential Service Unit segregates the Recyclable Materials from the contaminating material.

The TOWN shall approve the design of said notice, and the cost of printing said notice shall be borne by the CONTRACTOR.

The CONTRACTOR shall maintain a record of the address of any Residential Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.

- 3.4.8 **Recycling Containers for Residential Units Utilizing Dumpsters** – The CONTRACTOR shall provide the same level of Residential Recycling Service to Residential Units using Dumpsters as provided to the Residential Units – Multi Family as identified in Section 3.4. If the recycling volume is sufficient, upon request of an Account Holder, CONTRACTOR shall provide a recycling Dumpster instead of or in addition to Recycling Carts.
- 3.4.9 **Residential Off-Street Collection Service.** The CONTRACTOR shall provide off-street Collection for Recyclables from Residential Service Units if (a) all adult occupants residing therein are incapable of moving their carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Service Unit, and (c) the request is approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Service Unit.

3.5 DESIGNATED DISPOSAL FACILITY AND COMMINGLING OF WASTE

All Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials collected pursuant to this Agreement shall be delivered to facilities designated by the TOWN (“Designated Disposal Facilities”), with the exception of waste which is shown by affidavit to be destined for transportation to any destination outside of the State of Florida. A violation of this Section is a material breach of contract.

3.5.1 Disposal Facility Outside of Florida

Should CONTRACTOR direct waste to a location outside the State of Florida, it shall indemnify and hold harmless the TOWN for any action resulting from such disposal. CONTRACTOR specifically acknowledges that the prices in this Agreement include this indemnification and hold harmless obligation as a part of its cost for out of state delivery, and such cost is not to be interpreted as a penalty for, or barrier to, delivery of the waste by CONTRACTOR out of state.

3.5.2 Ownership and Commingling of Waste.

- (a) The TOWN shall retain ownership of all Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials until delivery to the Designated Disposal Facility.
- (b) In the event that CONTRACTOR commingles any materials collected under the terms and conditions of this Agreement with materials from other jurisdictions, CONTRACTOR shall indemnify and hold TOWN harmless from any and all losses, claims, or liability associated with the quantities of Solid Waste or other materials that were commingled.

- (c) CONTRACTOR shall inform TOWN and Town's Designated Disposal Facilities prior to commingling any materials and receive their approval. The Town Manager's approval shall not be unreasonably be withheld.

CONTRACTOR shall submit for the Town Manager's approval the formula for converting the tons of disposed commingled waste to cubic yards and then the calculation of the tons/yardage of Town waste from the total disposed. The formula may be revised from time to time at the request of either party. The Town Manager shall make the determination whether a revised formula may be approved.

3.5.3 Change in Designated Disposal Facility

In the event the TOWN changes the Designated Disposal Facility, TOWN shall give CONTRACTOR at least sixty (60) days-notice of the date the change is to go into effect.

- (a) In such case, TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement that may be required in order to implement changes in the interest of the public welfare or due to change in law.
- (b) When such modifications to this Agreement are necessary, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section.
- (c) The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. In the event the parties cannot reach agreement within 30 days of the notice, then either party has the right to terminate this Agreement on 180 days written notice. During any such 180 day period, CONTRACTOR shall cooperate with TOWN in assuring a smooth transition to the new disposal facility or arrangement.

3.6 SPECIAL WASTE COLLECTION SERVICES

CONTRACTOR shall not be required to collect and/or dispose of Special Waste, Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All collection and disposal for those types of waste are not regulated or exclusive under this Agreement, but if provided by the CONTRACTOR, shall be in strict compliance with all federal, state, and local laws and regulations.

3.7 TOWN'S RIGHT TO DESIGNATE CONTAINER SIZE AND FREQUENCY OF PICK UP

The TOWN reserves the right to determine the frequency of pick up and the number and size of Containers needed at all Residential Service Units and Commercial Service Units within the TOWN'S corporate limits. The TOWN agrees not to designate more than three (3) sizes of Carts, which at this time are 95, 65 and 35 gallon Carts. TOWN shall give at least thirty (30) days-notice to CONTRACTOR of a change in Cart size; however, CONTRACTOR may continue to deploy existing Carts that are in their inventory. All new Carts thereafter shall be ordered in the size specified by TOWN.

If the TOWN determines that a change in frequency of service or Container size or number is necessary, the CONTRACTOR shall adjust the service accordingly. The Account Holder shall be responsible to pay for the adjusted service levels, whether increased or decreased.

3.8 MIXED USE PROPERTIES

3.8.1 **Defined** - The following terms are defined for purposes of this subsection 3.8 only:

- (a) *Mixed-use property* is defined as a property, which may contain more than one parcel or premises, containing both residential and non-residential uses. For the purposes of Solid Waste collection under this section, the non-residential uses shall not involve food sales or service.
- (b) *Small mixed-use property* is defined as a mixed-use property with a total area of 6,000 square feet or less.
- (c) *Large mixed-use property* is defined as a mixed-use property with a total area of greater than 6,000 square feet.

3.8.2 **Solid Waste and Bulk Waste Service** - As an alternative to the use of Dumpsters, property owners and tenants of mixed use properties may arrange for Solid Waste and Bulk Waste Collection as follows:

(a) *Small mixed-use property option.* The property owner or the single tenant of a small mixed-use property may arrange for a residential Cart that will also serve the non-residential use(s). Such owner or tenant shall be charged the residential Cart rate in Exhibit 1 in those cases where the Garbage from the entire property can be accommodated in one residential Cart, without spillover. In the event additional Carts are required, they shall be provided at the commercial Cart rate applicable to similar volumes of Garbage. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

(b) *Large mixed-use property option.*

i. *Property owners.* The property owner of a mixed-use property in excess of a total area of 6,000 square feet may arrange for a single or multiple commercial containers that will also serve the residential use of the property, if the Container(s) is (are) of sufficient size to accommodate the joint usage without spillover. Such owner shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.

ii. *Tenants.* The tenant of a mixed-use property in excess of a total area of 6,000 square feet, who leases both non-residential space and a residential dwelling on the property, may arrange for a single or multiple commercial containers to serve both his or her residential and non-residential Garbage disposal needs, if the Container is of sufficient size to accommodate the joint usage without spillover. Such Tenants shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

- 3.8.3 **Other Requirements.** Mixed Use Properties opting to use Containers shall be governed by the in the same manner as similar customers for the disposal of Christmas trees, Container repair or replacement, and placement of Carts.

SECTION 4: EDUCATION SERVICES

The CONTRACTOR shall provide the following public education services about the TOWN'S Solid Waste, Bulk Waste, and Recycling Services. The CONTRACTOR shall be responsible for all expenses associated with the notices and educational services required herein. All notices, educational materials, and educational services shall be approved by the Town Manager prior to being printed and used by the CONTRACTOR.

4.1 Annual Notice To Customers

The CONTRACTOR shall design, print, and distribute an annual notice to all Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service.

4.2 NOTICES TO NEW CUSTOMERS

The CONTRACTOR shall design, print, and distribute a notice to new Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service. The notice shall be sent out not later than thirty (30) days after service begins.

4.3 NON-COLLECTION NOTICE

The CONTRACTOR shall not be required to collect any Solid Waste, Bulk Waste, or Recyclable Materials, within reason, which does not meet the requirements in this Agreement. The CONTRACTOR shall collect that portion of Solid Waste, Bulk Waste, or Recyclable Materials that meets the set-out requirement, and shall affix to the improper Garbage Can, Container, Bag, or other material a Non-Collection Notice explaining why Collection was not made. The TOWN shall approve the design of said notice and the cost of printing said notice shall be borne by the CONTRACTOR. The CONTRACTOR shall maintain a record of the address of any Customer where Solid Waste, Bulk Waste, or Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.

SECTION 5: HOURS OF COLLECTION, SCHEDULES, AND ROUTES

5.1 RESIDENTIAL SERVICES

Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., local time, and terminating no later than 6:00 p.m., local time, Monday through Saturday, with no service on Sunday.

5.2 COMMERCIAL SERVICES

Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 7:00 a.m., local time, and 6:00 p.m., local time, Monday through Saturday and between the hours of 8:00 a.m., local time, and 6:00 p.m., local time, on Sunday.

5.3 EXTENDED COLLECTION HOURS/DAYS

The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the TOWN.

5.4 QUIET ENJOYMENT

The receipt by the TOWN of a complaint pattern referencing noise or disturbances that occurred during the operating hours set forth in this Section shall be prima facie evidence of “disturbances” and the CONTRACTOR shall adjust the Commercial Service hours at such identified locations as the TOWN shall direct the CONTRACTOR in writing. The adjustment of such hours shall not result in a rate change for the CONTRACTOR.

5.5 SCHEDULES AND ROUTES

The CONTRACTOR shall submit proposed changes to routes and schedules to be approved by the Town Manager no later than ninety (90) calendar days prior to the proposed effective date of the change.

In the event of a temporary change in residential routes or schedules that will alter the day of Collection, the CONTRACTOR shall have said changes approved by the Town Manager at the earliest practical date. The CONTRACTOR shall bear all expenses for public education in the event of a change in residential routes (i.e. preparation of news releases, postage, copies, etc.).

The TOWN reserves the right to deny the CONTRACTOR’S vehicles access to certain streets, bridges, and public ways, inside the TOWN or outside the TOWN in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. The CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

5.6 HOLIDAY PICK-UP SCHEDULE

Christmas is designated as a Holiday. The CONTRACTOR is not required to provide Solid Waste Cart, Bulk Waste, or recycling collection or maintain office hours on a Holiday. The TOWN reserves the right to add or delete designated holidays for the duration of this Agreement.

5.5.1 If Solid Waste Cart collection falls on a Holiday, then Solid Waste carts shall be collected on the Customer’s next regularly scheduled pick-up day after the Holiday.

5.5.2 If recycling Cart collection falls on a Holiday, then recycling carts shall be collected on the Customer’s Solid Waste collect date within that week. For example, if the Customer’s Solid Waste Cart is collected on Monday and Thursday and the Holiday is on Monday, then the recycling Cart shall be collected Thursday of that Holiday week.

5.5.3 If Bulk Waste collection falls on a Holiday, the CONTRACTOR shall schedule Bulk Waste collection one week after the Holiday.

- 5.5.4 Dumpster collection shall not be affected by Holidays; however, nothing herein prevents the CONTRACTOR for making alternative arrangements for Holiday collection of dumpsters.

SECTION 6: CHARGES AND RATES

6.1 COLLECTION SERVICES

The CONTRACTOR shall be responsible for the establishment of all collection service accounts, billing and collection of payments for all accounts in accordance with the Collection Rates as they may subsequently be adjusted pursuant to this Agreement. Town shall bear no responsibility for unpaid accounts and CONTRACTOR may not terminate, suspend, or interrupt service based upon non-payment.

In the event of non-payment by a Customer, CONTRACTOR may pursue all legally available means for collection. In the event of non-payment by a Customer, CONTRACTOR, as its sole and exclusive remedy from the TOWN, shall (in writing) provide the name, address and amount of nonpayment to the TOWN and TOWN shall use its code enforcement prosecution process to attempt to collect the amount of the non-payment. Any amounts so collected by the Town, representing the amount of the nonpayment, shall be provided to the CONTRACTOR upon receipt by the TOWN. The TOWN shall not be responsible or liable in any way whatsoever, for any unpaid bills or for its inability to collect unpaid accounts and the TOWN shall not be required to foreclose on any code enforcement liens for unpaid service, though it may, at its sole option, undertake such action. CONTRACTOR shall be responsible for all costs incurred in the collection of Solid Waste and other materials as required herein, including but not limited to, cost of equipment, employees and related costs, disposal fees, fuel and maintenance, administration, and all other costs incurred in the provision of the required services. The TOWN shall bear no responsibility for any costs unless specifically and expressly provided for herein. The Account Holder's only obligation shall be to pay the charges set forth in the appropriate Exhibits setting forth charges or as otherwise specifically and expressly set forth herein.

6.2 SPECIAL COLLECTION SERVICES

The CONTRACTOR shall be responsible for the billing and collection of payments for Special Collection Services. Rates for Special Collection Services are set in Exhibit 6 for the term of the Agreement and are not subject to annual rate increases.

Special Collection Services for current and future TOWN facilities shall be provided at the request of the TOWN and at the expense of the CONTRACTOR.

6.3 CHANGE IN BILLING PRACTICES; DISPOSAL FEES

- 6.3.1 The TOWN reserves the right at any time to change billing and collections responsibilities for Residential and Commercial accounts. To the extent that TOWN elects to assume billing and collections responsibilities for Residential and or Commercial accounts, the CONTRACTOR will compensate TOWN for providing such service in the form of a monthly administrative fee equal to ten percent (10%) of the Collection element of the Rates shown in the then current Collection Rates.

6.3.2 The TOWN reserves the right at any time to elect to pay Disposal Charges directly for Solid Waste disposed through Cart Service, Dumpster Service, or both. Upon written notice to the Contractor of the Town's intent to pay for Disposal Charges for a particular class of Customer and on the date set forth in the notice, the CONTRACTOR shall be responsible for reimbursement to the Town as set forth below.

6.3.2.1 Cart Service. CONTRACTOR shall submit to TOWN all revenues collected from the Disposal Fee component of the Collection Rates within thirty days of collection.

6.3.2.2 Dumpster Service. Since there is no Disposal Fee component in the Dumpster Collection Rate, the amount submitted to TOWN shall be calculated based on the percentage of the Disposal Charge to the total Collection Rate for the previous twelve months.

6.4 APPROVED COLLECTION RATES

The rates shown in the Collection Rate Exhibits shall apply to all Residential Service Units and Commercial Service Units within the corporate limits of the TOWN.

6.5 FRANCHISE FEES AND ADMINISTRATIVE FEE

6.5.1 In consideration of the privilege granted to the CONTRACTOR to use and occupy the streets, alleys, bridges, easements, and other public places of the TOWN, pursuant to this Agreement and the right to charge the fees set forth herein, the CONTRACTOR shall pay to the TOWN a Franchise Fee for all services CONTRACTOR provides under this Agreement within the TOWN'S municipal corporate limits. Franchise Fees for Residential Collection Services shall be established equal to three point seventy six percent (3.76%) of gross revenues. Franchise Fees for Commercial Collection Services shall be established at ten percent (10%) of gross revenues. CONTRACTOR shall submit payment to the TOWN monthly for the duration of this Agreement, as amended from time to time. Franchise fees are included in the Collection Rates set forth in the Exhibits but CONTRACTOR may show the Franchise Fee separately on the Customer's bill.

6.5.1.1 CONTRACTOR shall submit to the TOWN on a monthly basis, the payment of the Franchise Fee and a financial statement setting forth the computation of Gross Revenues used to calculate the Franchise Fee for the preceding month and a detailed explanation of the method of computation that is acceptable to the TOWN Finance Director. The CONTRACTOR'S chief Financial Officer or designee shall certify the statement financial. The CONTRACTOR will bear the cost of the preparation of such financial statements.

6.5.1.2 Subject to applicable law, the acceptance by the TOWN of any Franchise Fee payment shall not be construed, as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the TOWN may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee, or assessment.

6.5.2 In addition to the Franchise Fee provided for in Section 6.5.1, an Administrative Fee equal to three point seventy six percent (3.76%) of the gross revenue, excluding Franchise Fees,

from single family/duplex residential collection services shall be paid TOWN at the time of collection. Example: A single family accounts pay \$15 per month plus \$0.56 in Franchise Fees for a total of \$15.56. The Administrative Fee is calculated on the \$15 and not the on the total of \$15.56. The financial statement required in 6.5.1.1 shall include the documentation necessary to verify the Administrative Fee payment.

6.6 ADDITIONAL SERVICES

- 6.6.1 As determined by the Town Commission, the TOWN may provide additional Solid Waste services such as, but not limited to, recycling incentive programs and related education services. At the TOWN's option, it may increase the monthly Collection Rate for various classes of Customers to fund these additional services. For as long as CONTRACTOR does the Solid Waste billing, upon receipt, CONTRACTOR shall pay to the TOWN at the end of each month, the increased amount collected for these additional services.
- 6.6.2 Upon request by TOWN, CONTRACTOR shall provide once per month electronic waste collection from residents at no additional cost to TOWN or residents.

6.7 RECYCLING REVENUES

The TOWN shall retain all sums received from the sale of Recyclable Materials as a result of the CONTRACTOR'S provision of Recycling services for all Residential Service Units, Community Events, and TOWN facilities. CONTRACTOR shall take all steps necessary to ensure that payments from the Designated Recycling Facility resulting from the sale of Recyclable Materials are paid directly to the TOWN and not the CONTRACTOR. The CONTRACTOR shall maintain proper and accurate records to reflect the weight, by sort category, of the Recyclable Materials recovered each month, including copies of receipts from the Designated Recycling Facility.

6.8 Changes To Exhibits To Reflect Changes In Rates

The Collection Rates provided herein are subject to change as set forth below. The Exhibits to this Agreement stating the rates to be charged hereunder shall be amended to reflect changes in the Disposal Charge and in the Consumer Price Index, as provided in this Section. The amended Exhibits shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

6.8.1 Disposal Fee Adjustment

Upon the written request of either the CONTRACTOR or TOWN, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for a Disposal Fee adjustment, the Disposal Fee component of the Monthly Collection Rate (as set forth in the Exhibits to this Agreement) shall be adjusted, on the first of the month closest to the effective date of such change in Disposal Rate(s) or 60-days of after the request, whichever is later. The change shall reflect the percentage change (either an increase or decrease) in the Disposal Rate. If a proposed change in the Disposal component is approved by the Town Manager, then such change shall be reflected on an amended exhibit as set forth in this subsection.

6.8.2 CPI INCREASE.

Upon the written request of either the CONTRACTOR or TOWN, and once documentation demonstrating the basis for a CPI adjustment has been submitted acceptable to the Town Manager, the Collection component of the monthly collection rate shall be adjusted, effective October 1 of each year, or 60-days after the request, whichever is later, to account for the change in the annual Consumer Price Index, from the previous period from June 1 to May 31 prior to the October 1 adjustment date, based on the All Urban Consumers, Miami/Fort Lauderdale Region. No CPI adjustment shall be greater than five percent (5%). When the proposed change in the Collection component is approved by the Town Manager, the appropriate Exhibit to this Agreement shall be amended as provided for in this subsection.

SECTION 7: SERVICES TO TOWN

7.1 TOWN FACILITIES AND PROPERTY

The CONTRACTOR shall provide Solid Waste Collection, Bulk Waste Collection, Roll-Off Collection and Recycling Collection and disposal to all current and future TOWN owned and/or operated facilities and property, or project sites without charge to the TOWN. Containers, Dumpsters, and Roll-Offs shall be furnished and maintained by the CONTRACTOR at no charge to the TOWN. The size of the Containers, Dumpsters, and Roll-Offs and the frequency of pick-up service for said facilities shall be at such intervals as determined by the TOWN.

7.2 TOWN SPONSORED SPECIAL EVENTS

The CONTRACTOR shall provide Solid Waste and Recycling Containers, portable toilets and/or Roll-offs, as well as Collection of receptacles, for up to a maximum of twelve (12) Town Sponsored Special Events per year for the term of the Agreement at no cost to the TOWN or Special Event co-sponsors. The CONTRACTOR shall remove said receptacles on an on-call basis. The TOWN shall determine the size and number of said receptacles to be provided by the CONTRACTOR. The CONTRACTOR shall be responsible for the expenses of Containers, portable toilets and/or Roll-offs rental and maintenance, Collection, Disposal Charges, and all other related expenses incurred for the Town Sponsored Special Events.

SECTION 8: EMERGENCY SERVICE PROVISIONS

8.1 SUSPENSION OF COLLECTION SERVICES

In an emergency event such as a hurricane, tornado, major storm, natural or manmade disaster, or other such event, the TOWN may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the TOWN when it is anticipated that normal routes and schedules can be resumed.

8.2 EMERGENCY EVENTS CLEAN-UP

The clean-up from emergency events is not exclusive to this Agreement. The TOWN reserves the right to select the CONTRACTOR and/or another agency and/or company to perform the clean-up from emergency event(s). The CONTRACTOR shall, by request of the TOWN, work jointly with other agencies and/or companies during emergency events. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR

shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours, and other documented expenses.

8.3 EMERGENCY PREPAREDNESS PLAN AND SERVICE RATES

In the event that the CONTRACTOR wants to propose changes in CONTRACTORS' Emergency Preparedness Plan (**Exhibit 7**), CONTRACTOR shall submit such changes to the TOWN by April 15th of any year, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for the changes, the changes shall normally be effective the following October 1st unless an earlier date is approved by the Town Manager. The rates and fee schedule in the Plan must be reasonable and within market rates. In no event shall the rates change by more than the CPI adjustment provided for in Section 6.8.

The CONTRACTOR shall perform debris removal services when requested by the TOWN. The CONTRACTOR shall begin to assist the TOWN to clear roads and remove storm debris with heavy equipment within twenty-four (24) hours after the event passes if provided written authorization and direction from the Town Manager or designee. The CONTRACTOR shall begin a significant effort to remove vegetative and construction and demolition materials debris within seventy-two (72) hours after the event passes, provided the CONTRACTOR has received written authorization and approval from the Town Manager or designee. The equipment and manpower resources and other particulars will be identified in the Emergency Preparedness Plan. CONTRACTOR shall be responsible for the preparation of all documents and forms and support information required by Federal Emergency Management Agency (**FEMA**). The CONTRACTOR within the time limits established by FEMA for such filings shall submit such documents, forms and information to the TOWN. CONTRACTOR shall refund to TOWN any payment to CONTRACTOR that is otherwise qualified for reimbursement but is rejected by FEMA due to the CONTRACTOR provided documentation.

8.4 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES

The Emergency Service Rates provided herein are subject to change as set forth above. The Exhibit to this Agreement stating the rates shall be amended to reflect changes as provided in this Section. The amended Exhibit shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

SECTION 9: CONTRACTOR'S RELATION TO TOWN

9.1 CONTRACTOR REPRESENTATIVE AVAILABILITY

The CONTRACTOR shall cooperate with the TOWN in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. As such, the CONTRACTOR shall have a competent and reliable representative on duty that is authorized to receive orders and to act on its behalf. The CONTRACTOR agrees that the TOWN shall have twenty-four (24) hour access to said representative. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S said representative(s) shall not meet the requirements of this Section.

9.2 INDEPENDENT CONTRACTOR

It is expressly agreed and understood that CONTRACTOR is in all respects an independent CONTRACTOR as to the work. Even though in certain respects, CONTRACTOR may be required to follow the direction of the Town Manager or the TOWN'S designated representative, the CONTRACTOR is in no respect an agent, servant, or employee of the TOWN.

9.3 SUPERVISION OF AGREEMENT PERFORMANCE

The Town Manager, or the TOWN'S designated representative, is hereby designated as the public official responsible for the administration of this Agreement by the TOWN, and, in such capacity, they are charged with the overall, general supervision of CONTRACTOR'S performance hereunder. CONTRACTOR shall diligently work with the Town Manager or the TOWN'S designated representative, to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance.

9.4 WEIGHT TICKETS

The CONTRACTOR shall retain the weight ticket from the Designated Disposal Facility for the Collection of Solid Waste, Bulk Waste, or other materials from Residential Service Units or Commercial Service Units delivered from the TOWN and the weight tickets from the Designated Recycling Facility for the Recyclable Materials delivered from the TOWN for review by the TOWN upon reasonable notice according to the requirements of Sec. 9.6. Said data shall be reviewed at CONTRACTOR'S offices. If the CONTRACTOR fails to provide the above data or additional data requested by the TOWN, the TOWN reserves the right to impose a penalty or withhold payment for services as provided in the Agreement or to terminate this Agreement.

9.5 REPORTS

- 9.5.1 **Monthly Complaints and Missed Collection.** CONTRACTOR shall maintain an accurate and up-to-date log of date, time, and address of all complaints received and missed Collections, the disposition thereof, actions taken to resolve the complaints or missed Collections, and the date and time the complaints or missed Collections were resolved. The CONTRACTOR shall provide the complaint log to the TOWN in the form of a monthly report in Microsoft Excel or an alternative computer program selected by the TOWN, no later than the fifteenth (15th) day of each month, or upon request by the TOWN.
- 9.5.2 The TOWN reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to the CONTRACTOR. The TOWN reserves the right to impose a penalty in these cases. If the CONTRACTOR fails to provide the above data, or additional data requested by the TOWN, the TOWN reserves the right to withhold payment for services or impose the penalty provided in Sections 11.
- 9.5.3 The CONTRACTOR shall provide TOWN a semi-annual fiscal year reports (submitted by April 30) and an annual report (submitted by October 31st) that includes, but not limited to, tonnage collected per week by Customer type for the different types of services provided and the number of accounts by type.
- 9.5.4 TOWN may require other reports that may be reasonable necessary for the management of the TOWN Solid Waste system.

9.6 RECORDS, AUDIT AND INSPECTION OF WORK RIGHTS

The CONTRACTOR shall keep books and records utilizing a computerized record-keeping program and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to services provided and fees charged pursuant to this Agreement. Such records shall include complete and legible daily attendance and enrollment records.

Upon providing reasonable notice, such books and records will be available at all reasonable times for examination and audit by the TOWN and its representatives, and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records may be grounds for disallowance by the TOWN of any fees or expenses based upon such entries.

9.7 FACILITY INSPECTION RIGHTS

The TOWN may, at reasonable times during the term hereof, inspect the CONTRACTOR'S facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by the CONTRACTOR under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. The CONTRACTOR shall make available to the TOWN all facilities and assistance to facilitate the performance of inspections by the TOWN'S representatives.

9.8 LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO UNUSUAL CIRCUMSTANCES

It is expressly agreed that in no event shall the TOWN be liable or responsible to the CONTRACTOR, or to any other person, on account of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the TOWN or the CONTRACTOR, or on account of any delay from any cause over which the TOWN has no control. The CONTRACTOR shall not be responsible for delays or non-performance of the terms and provisions of this Agreement where such delays or non-performance are caused by events or circumstances beyond the control of the CONTRACTOR. The CONTRACTOR shall not be entitled to compensation for such period of time as the delay or non-performance shall continue, but will be entitled to pro-rata compensation once said work has been completed. In the event of a strike of the employees of CONTRACTOR, or any other similar labor dispute which makes performance of this Agreement by the CONTRACTOR substantially impossible, CONTRACTOR agrees that the TOWN shall have the right to call the bond hereinafter described within one (1) week of such action and engage another person, firm, town attorney or corporation to provide necessary services with the bond proceeds applied to pay any difference between the Agreement price in effect and the costs charged by the successor company. In the event the bond is called, the TOWN will first call and use the cash/surety bond posted by the CONTRACTOR.

9.9 BREACH OF AGREEMENT

If, in the opinion of the Town Manager, or the designated TOWN representative, there has been a material breach of Agreement, the Town Manager, or designated TOWN representative, shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. If, within a period of ten (10) calendar days from the date of CONTRACTOR'S receipt of the notice, the CONTRACTOR has not eliminated or otherwise cured the conditions considered to be a breach of Agreement, the Town Manager shall so notify

the Town Commission in writing, and a public hearing shall be set for a date within fifteen (15) calendar days of such notice to the Town Commission. On the date of the hearing, the Town Commission shall hear from the CONTRACTOR and the Town Commission shall make a final determination as to whether or not there has been a breach of Agreement and direct what further action shall be taken by the TOWN, as hereinafter provided. Pending resolution of the alleged breach, the provisions of Section 20 shall govern the CONTRACTOR.

9.10 TERMINATION

If the CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, for any cause not excused as provided herein, and the Town Commission makes a final determination that a breach has occurred, and if the CONTRACTOR fails to cure such default within five (5) Business Days after the receipt of such notice from the Town Commission, the TOWN may thereupon, by action of the Town Commission, declare the Agreement terminated and in default. Upon such declaration of cancellation or breach, the TOWN may take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. The CONTRACTOR shall pay the TOWN for any payments due for services rendered by the CONTRACTOR prior to termination of the Agreement. Such cancellation of the Agreement shall not relieve the CONTRACTOR or the cash/surety of liability for failure to faithfully perform this Agreement, and, in case the expense incurred by the TOWN in performing or causing to be performed the work and services provided for in said Agreement shall exceed the sum which would have been payable under this Agreement, then the CONTRACTOR, and the cash/surety, to the extent of its obligation, shall be liable to the TOWN in the amount of any such expenses in excess of the Agreement price. The TOWN may apply the cash bond in its possession toward any and all damages incurred as a direct or indirect result of failure by the CONTRACTOR to properly perform its obligations under this Agreement and it may look to the cash/surety, the CONTRACTOR and any guarantor for additional damages. The CONTRACTOR'S cash/surety or security will not be released until such time as the term of this Agreement otherwise expires.

9.11 DELINQUENT PAYMENTS

The TOWN is entitled to a late fee for any payment due the TOWN that is delinquent more than 10-calendar days. 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.)

SECTION 10: CUSTOMER RELATIONS

10.1 CUSTOMER OFFICE HOURS

The CONTRACTOR shall take all reasonable steps and do all things necessary to ensure good and harmonious Customer relations in the TOWN. The CONTRACTOR agrees that it shall have telephone service via a non-toll call from the TOWN. The non-toll telephone service shall be listed in the name in which the company is doing business as the CONTRACTOR. The CONTRACTOR'S employee(s), whom shall be familiar with the TOWN, shall staff the telephone service from 7:00 a.m., local time, till 5:00 p.m., local time, Monday through Friday and Saturday from 7 a.m. until 12:00 p.m., and Saturday Emergency Contact from 12:00 p.m. to 6:00 p.m. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S employee(s) shall not meet the requirements of this Section.

10.2 MISSED COLLECTIONS

If the Collection of any Residential Service Unit or Commercial Service Unit is missed during the regular route Collection, the CONTRACTOR shall ensure that the missed Collection shall be picked up on the same day if CONTRACTOR becomes aware of the missed collection or if notification was received by the CONTRACTOR before 12:00 p.m., local time, otherwise the missed Collection shall be picked up before 12:00 p.m., local time, on the next Work Day.

Any deviation from the requirements of this provision must be approved by the Town Manager, or the TOWN'S designated representative. If the CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Agreement, the TOWN reserves the right to ensure that the Collection is made, either with its own workforce or an outside source, and to charge all costs, plus reasonable overhead, to the CONTRACTOR in the manner deemed to be in the best interest of the TOWN. Such a manner may include, but is not limited to, withholding the amount of the costs, plus reasonable overhead, from any monies owed to the CONTRACTOR.

The CONTRACTOR shall not be required to collect Solid Waste or Bulk Waste material from curbside that is non-conforming; however, in each such case, the CONTRACTOR shall notify each resident by using a Non-Collection Notice which can be a sticker, tag, or door hanger, in a form approved by the TOWN, notifying the resident of the problem and how the Customer needs to correct the problem. The CONTRACTOR shall then notify the TOWN of the location every time a non-conforming location is noticed.

10.3 SPILLAGE AND LITTER

The CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Containers, or Roll-off Containers caused by the carelessness of the Customer; however, the CONTRACTOR shall clean up any, and all, Solid Waste, Bulk Waste, Recyclable Materials, or other refuse materials including leakage of fluids spilled from Containers, Dumpsters, Roll-off Containers, Recycling Bins, Recycling Containers, and Collection vehicles by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S employees. During transport, all Solid Waste, Bulk Waste, and Recyclable Materials shall be contained, covered, or enclosed so that leaking, spilling, and blowing of the Solid Waste, Bulk Waste, and Recyclable Materials is prevented. The CONTRACTOR shall be responsible for the cleanup of any spillage or leakage caused by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S employees. Said cleanup shall be completed at the CONTRACTOR(s) expense within four (4) hours of CONTRACTOR becoming aware of the spillage or leakage.

SECTION 11: PENALTIES

Based upon an investigation, the Town Manager shall determine whether penalties shall be assessed against the CONTRACTOR for failure to comply with provisions described in the Agreement. Factors to be considered include, but are not limited to, acts of God, repeated occurrences of similar types, witnesses, and documentation of the incident. The Town Manager, in consultation with the Town Attorney, shall make the determination as to when repeated occurrences of failure to comply with the provisions of the Agreement arise to a material breach of the Agreement pursuant to section 9.9.

The CONTRACTOR shall have five (5) Calendar Days from the date of the written notice to CONTRACTOR to file a written letter of protest with the Town Manager. If the protest is filed within five

(5) Calendar Days excluding Saturday and Sunday, the Town Manager, or individuals appointed by the Town Manager, shall conduct a formal review of each filed protest. The determination of the Town Manager and/or her designated representative shall be final.

Failure by the CONTRACTOR to remedy the cause of any complaint within the time indicated, failure to comply with Agreement provisions, or performance failures shall result in the Town Manager imposing penalties, or any other legal means available. Verified complaints of sloppy service provided by CONTRACTOR, including, but not limited to Solid Waste, Bulk Waste, and Recyclable Materials being left in the roadway or Carts not being returned to the point of Collection shall be resolved by the CONTRACTOR on the day of the verified complaint. Penalties are as set forth below:

- 11.1 **Spillage and Litter** – Failure to clean up spilled material from loading and/or transporting. Each failure shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00).
- 11.2 **Collection Misses** – Failure or neglect to collect properly prepared Solid Waste, Yard Waste, Bulk Waste, or properly prepared Recyclable Materials from any Customer on the regular scheduled Collection day. Each failure shall result in the imposition of a One Hundred Dollar (\$100.00) penalty. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) each day.
- 11.3 **Route Completion** – Failure or neglect to complete each route (including missing whole streets) on the regularly scheduled Collection day according to the time schedule in Sections 5.1 or 5.2. Each failure shall result in the imposition of a Five Hundred Dollar (\$500.00) penalty each day, in addition to the penalty assessed for the individual Collection misses. An extension of time authorized by the TOWN pursuant to Section 5.3 shall not be considered a failure to complete a route.
- 11.4 **Mixing Materials** – Mixing Recyclables with Solid Waste, or any other material intended to be collected separately, during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00) for each instance.
- 11.5 **Mixing Commercial and Residential Program Recyclables** – Mixing Commercial Program Recyclables and Residential Program Recyclables during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00).
- 11.6 **Customer Complaints other than Collection Misses** – Failure to resolve complaints other than Collection misses within the time provided in the Agreement or for all other complaints within five (5) Work Days from the day of notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each instance and \$10 per day starting on the sixth (6th) day.
- 11.7 **Disposing at Non-Designated Disposal Facility** – Failure to dispose of Solid Waste, Yard Waste, Bulk Trash or Recyclable Materials collected in the TOWN as required by Section 3.5 of this Agreement or as directed by TOWN shall result in the imposition of a Two Thousand Dollar (\$2,000.00) penalty for each instance; each instance shall mean each day of collected Waste or Recyclable Materials that is not disposed of pursuant to Section 3.5 or as directed by TOWN.
- 11.8 **Chronic Complaint Problems** – Failure or neglect to correct chronic problems (chronic shall mean three (3) or more similar verifiable complaints within a rolling twelve (12) month period) in any category of service shall result in the imposition of a Two Hundred Fifty Dollars

(\$250.00) penalty for each occurrence after the third verifiable complaint. Each day that a chronic problem is not corrected is considered to be a new occurrence.

- 11.9 **Chronic Equipment Problems** – Failure or neglect to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem within a rolling twelve (12) month period) shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each occurrence after the third occurrence. Each day of a chronic equipment problem is considered an occurrence.
- 11.11 **Miscellaneous Deficiencies and Infractions** – A penalty in the amount of One Hundred Dollars (\$100.00) may be levied by the Town Manager for the following deficiencies and infractions: failure to maintain equipment in a clean, safe, and sanitary manner; failure to have vehicle operators properly licensed; failure to maintain office hours as identified in the Agreement; failure to properly cover materials in Collection Vehicles; and failure to comply with the hours of operation as identified in the Agreement.
- 11.12 **CONTRACTOR Reports** – Failure to provide the reports required by the Agreement as provided in Section 9 subsequent to the Transition Period. For each day of delay, a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) shall be assessed. In addition, the TOWN shall withhold payment for services until receipt of reports.
- 11.14 **Post Disaster/Storm Cleanup** – Unless waived by the TOWN MANAGER, failure of the CONTRACTOR to begin a good faith effort to remove vegetative materials and construction and demolition debris within twenty-four (24) hours after the storm event passes and failure to begin a significant effort to remove vegetative materials and construction and demolition debris within seventy-two (72) hours after the storm event, provided the CONTRACTOR has first secured written authorization and approval from the Town Manager. A penalty in the amount of Five Thousand Dollars (\$5,000.00) will be assessed each day for each infraction.

SECTION 12: RESERVED

SECTION 13: PERFORMANCE BOND AND CORPORATE GUARANTY

- 13.1 The CONTRACTOR shall furnish at its own cost, to the TOWN, an irrevocable Performance Bond, in form and content approved by the TOWN Attorney for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of One Million Dollars (\$1,000,000.00)

Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed twenty percent (20%) of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Agreement, and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the TOWN and upon agreement of the TOWN.

Maintenance of said bond and the performance by the CONTRACTOR of all of the obligations under this paragraph shall not relieve the CONTRACTOR of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The Performance Bond may be "called" in the event of any default hereunder by the CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the TOWN against the CONTRACTOR for breach, default, or damages hereunder.

The TOWN reserves the right to increase the Performance Bond amount in the event of a change in the Designated Disposal Facility or due to the duration of the renewal periods.

- 13.2** The CONTRACTOR shall cause to be obtained a corporate guaranty of PARENT COMPANY ("Guarantor"), whereby the Guarantor shall guarantee all of the obligations of the CONTRACTOR under this Agreement. The guarantee shall be in a form and content approved by the TOWN Attorney.

SECTION 14: EQUIPMENT AND PERSONNEL

14.1 VEHICLES AND COLLECTION EQUIPMENT

The CONTRACTOR shall provide and maintain and have available at all times the necessary amount of Collection trucks and equipment to perform the work as specified herein. During severe storms and emergencies, the CONTRACTOR shall have sufficient vehicles, personnel, containers, etc. in order to meet the needs of the TOWN.

14.2 EQUIPMENT IN GOOD REPAIR

The CONTRACTOR shall use Collection vehicles within the TOWN that are professionally painted, with bodies that are watertight to a depth of not less than eighteen inches (18"), with solid sides, without body damage, solid tires as approved by the Florida Department of Transportation. The average age of the CONTRACTOR'S Collection vehicles that are used within the TOWN shall not exceed four (4) years, with no vehicle over seven (7) years. All vehicles shall be equipped with operational radio transceiver capable of communicating with the CONTRACTOR'S dispatch from anywhere in the TOWN and cell phone. Each collection truck shall be equipped with a video recording system capable of recording vehicle speed, driver behaviors, accidents and collection of containers. Video recording shall be kept for at least 48 hours and made available to the TOWN upon its request. The CONTRACTOR shall provide sufficient equipment, in proper operating condition so regular schedules and routes of Collection can be maintained. Equipment is to be maintained in reasonable, safe, working condition.

Collection vehicles shall be painted with the company color scheme, with the name of the CONTRACTOR and the number of the vehicle printed in letters not less than four inches (4") high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned.

No advertising shall be permitted on Vehicles, Containers, or Roll-offs or any other equipment servicing the TOWN. The CONTRACTOR is required to keep Collection vehicles and Dumpsters cleaned and painted to present a pleasing appearance. The CONTRACTOR shall make available for approval by the TOWN a schedule showing the frequency of the cleaning and painting of the vehicles, the age, and miles of the vehicle.

Each non-packer Collection vehicle shall be equipped with a cover, which may be net with mesh, or tarpaulin, or fully enclosed top. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Facility, or when parked, if the contents are likely to be scattered if not covered.

Collection vehicles shall not be overloaded so as to scatter collected material, however, if material is scattered from the CONTRACTOR'S Collection vehicle for any reason, it shall be picked up immediately. Each Collection vehicle shall have a fork, shovel, and broom for this purpose. The CONTRACTOR'S Collection vehicles are not to interfere unduly with vehicular or pedestrian traffic and are not to be left unattended, and shall move with the traffic flow.

14.3 CONTRACTOR'S PERSONNEL

The CONTRACTOR shall assign a qualified person to be the Route Superintendent in charge of its operations within the TOWN, and shall give the name or names of the CONTRACTOR'S representatives to the TOWN. The CONTRACTOR shall also provide information regarding the experience of the CONTRACTOR'S representatives. The CONTRACTOR shall adhere to the following requirements:

- 14.3.1 Each driver shall, at all times, carry a valid Florida driver's license for the type of vehicle they are driving.
- 14.3.2 All employees and subcontractors of the CONTRACTOR shall be considered to be, at all times, the sole employees or subcontractors of the CONTRACTOR under its sole discretion and not an employee, subcontractor, or agent of the TOWN. The CONTRACTOR shall supply competent and physically capable employees and subcontractors. The TOWN may require the CONTRACTOR to remove any employee or subcontractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the TOWN.
- 14.3.3. The direction and supervision of Collection and disposal and salvage recycling operations shall be by competent, qualified, and sober personnel, and the CONTRACTOR shall devote sufficient personnel, time, and attention to the direction of the operation to assure performance satisfactory to the TOWN. All employees, subcontractors, superintendents, and workmen employed by the CONTRACTOR shall be careful and competent. The CONTRACTOR shall also provide uniforms that are clearly identified with the company name. Employees and subcontractors of the CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with the CONTRACTOR'S company name or logo, and appropriate footwear.
- 14.3.4. All employees or subcontractors used by the CONTRACTOR during the term of the Agreement shall be of a standing or affiliation that will permit the CONTRACTOR'S performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employee or subcontractor cause any disturbance, interference or delay to any work or service rendered to the TOWN or by the TOWN. In no case or in any circumstances will the employee or subcontractor conduct himself/herself negligently, disorderly, or dishonestly in the due and proper performance of the employee's duties. The CONTRACTOR shall see to it that his employees and subcontractors serve the public in a courteous, helpful, and impartial manner.

- 14.3.5. The CONTRACTOR'S employees shall follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. Anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.
- 14.3.6 In the event that the Town Manager becomes dissatisfied with the performance of any CONTRACTOR'S personnel, which includes employees, independent contractors, or subcontractors, performing services under this Agreement for any reason, the Town Manager shall provide written notification to CONTRACTOR. Upon receipt of such notification, CONTRACTOR shall transfer such person out of TOWN service at the earliest practical date, which shall not exceed fourteen (14) days from the receipt of the notice. TOWN retains the right to immediately request a transfer if, in the sole opinion of the Town Manager, the immediate transfer is in the best interest of the Town.
- 14.3.7 **Assignment and Subcontracting.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, without the consent of TOWN, which consent may be withheld or conditioned in the sole and absolute discretion of TOWN. In addition, CONTRACTOR shall not subcontract any portion of the services required by this Agreement without the prior approval of the Town Manager, which shall be in her sole and absolute discretion, except as documented in the CONTRACTOR'S Proposal.

SECTION 15: WORKING CONDITIONS

15.1 COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS

The CONTRACTOR shall comply with all applicable County, State, and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect.

15.2 EEO STATEMENT

The CONTRACTOR agrees that it will not knowingly violate any applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

15.3 AMERICANS WITH DISABILITIES ACT COMPLIANCE

The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act, as amended from time to time.

15.4 FAIR LABOR STANDARDS ACT

The CONTRACTOR is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

SECTION 16: INSURANCE

Throughout the term of this Agreement, CONTRACTOR shall maintain insurance in the type and amounts and pursuant to the requirements set forth below. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of A-, in accordance with the latest edition of A.M. Best's Insurance Guide. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance.

The insurance coverage shall include a minimum of:

- 16.1 Worker's Compensation And Employer's Liability Insurance:** Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
- (a) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident, Part A.
 - (b) Employers' Liability with a limit of One Million Dollars (\$1,000,000.00), Part B.
- 16.2 Comprehensive General Liability.** Comprehensive General Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with respect to CONTRACTOR. CONTRACTOR shall provide Ten Million Dollar (\$10,000,000.00) annual aggregate Comprehensive General Liability coverage. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- (a) Premises and/or Operations;
 - (b) Independent Contractors;
 - (c) Products and/or Completed Operations;
 - (d) Explosion, Collapse, and Underground Coverages;
 - (e) Broad Form Property Damage;
 - (f) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement;
 - (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability; and
 - (h) TOWN and CONTRACTOR are to be expressly included as "Additional Insured" with respect to liability arising out of operations performed for TOWN and CONTRACTOR by or on behalf of CONTRACTOR and Emergency Service Provisions Subcontractors or acts or omissions of owner or CONTRACTOR in connection with general supervision of such operation.
- 16.3 Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR'S use of motor vehicles or any other equipment and shall cover operations with

respect to onsite and offsite operations. Insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Owned Vehicles; and
- (b) Hired and Non-Owned Vehicles.

16.4 Umbrella Liability, general aggregate of Ten Million Dollars (\$10,000,000.00).

16.5 Certificates of Insurance: Prior to commencement of any services hereunder, CONTRACTOR shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically name the TOWN as additional insured with respect to all required liability policies. The TOWN reserves the right to require the CONTRACTOR to provide endorsements, upon written request by the TOWN. If a policy is due to expire prior to the completion of the services hereunder, renewal Certificates of Insurance or policies shall be furnished prior to the date of their policy expiration.

Each policy shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CONTRACTOR and the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the TOWN Manager.

CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager.

All required insurance shall be evidenced by valid and enforceable policies issued by a company licensed to do business in the State of Florida and otherwise acceptable to the TOWN. The CONTRACTOR shall not cancel (or permit any lapse under) any policy of required insurance.

Each policy of required insurance shall:

- (i) contain the agreement of the insurer that the insurer shall not cancel or materially alter the same without thirty (30) calendar days prior written notice to TOWN except in the case of non-payment by the CONTRACTOR for which ten (10) calendar days' prior written notice will be provided to TOWN;
- (ii) provide for third party vicarious liability;
- (iii) delete the insured versus insured exclusion with respect to claims brought by the TOWN; and,
- (iv) be effective for a period from the date of this Agreement through at least one (1) year after completion of the Work provided hereunder, except for professional liability insurance which shall be effective for a period from the date of this Agreement through at least five (5) years after completion of the work provided hereunder.

The minimum coverages and time periods specified above are not intended, and shall not be construed, to limit any liability of the CONTRACTOR to TOWN under this Agreement. Neither party shall be liable to the other for loss or damage covered by insurance to the extent that insurance proceeds are actually available with respect to such loss or damage and to the extent that the applicable policies of such insurance include the waiver or subrogation (which the parties shall obtain if available without additional premium). CONTRACTOR is responsible for the payment of all deductibles in connection with any claims made under the insurance policies required by this Agreement. The cost of deductibles paid by CONTRACTOR shall be included in the cost of the service.

SECTION 17: PROPERTY DAMAGE

The CONTRACTOR shall be responsible for the repair, or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection service and caused by the CONTRACTOR or the CONTRACTOR'S representative.

SECTION 18: INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the TOWN and its officials, employees, and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees), or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property, or any such other claims arising out of, resulting from, or in connection with **(i)** the performance or non-performance of the services contemplated by this Agreement which is, or is alleged to be, directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors (collectively referred to as "CONTRACTOR"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default, or negligence (whether active or passive) of the Indemnities, or any of them or **(ii)** the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, Federal or State, in connection with the performance of this Agreement. The CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, including any of them, from and against all liabilities which may be asserted by an employee or former employee of the CONTRACTOR, or any of its subcontractors, as provided above, for which the CONTRACTOR'S liability to such employee would otherwise be limited to payments under state Worker's Compensation or similar laws.

SECTION 19: ASSIGNMENT OF AGREEMENT; NON-TRANSFERABILITY

- 19.1** This Agreement, or any portion or interest herein, shall not, under any circumstances, be sublet, assigned, transferred, or otherwise encumbered by CONTRACTOR without the advance express, written consent of the TOWN, which may or may not be granted at the sole discretion of the TOWN.
- 19.2** In the event that the CONTRACTOR sells or otherwise disposes of any assets during the term of this Agreement, or CONTRACTOR is purchased by, or merged with, another corporate entity, it shall provide written notice of such to the TOWN. The TOWN has the sole discretion to determine

whether the CONTRACTOR'S ability to perform its obligations under this Agreement has been affected or impaired by such sale or disposition of assets.

SECTION 20: OPERATIONS DURING DISPUTE

In the event that any dispute, arises between the TOWN and the CONTRACTOR relating to this Agreement performance or compensation hereunder, the CONTRACTOR shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the TOWN, regardless of such dispute.

The CONTRACTOR expressly recognizes the paramount right and duty of the TOWN to provide adequate Collection and disposal services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with the TOWN in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Broward County, Florida in an appropriate suit therefore instituted by it or by the TOWN.

Notwithstanding the other provisions in this Section, the TOWN reserves the right to terminate this Agreement at any time whenever the service provided by the CONTRACTOR fails to meet reasonable standards of the trade, after TOWN provides written notice to the CONTRACTOR pursuant to Section 9 of this Agreement. Upon termination, the TOWN may call the bond and apply the cash and surety bond for the cost of service in excess of that charged to the TOWN by the firm engaged for the balance of the Agreement period.

SECTION 21: ORDINANCE

Nothing contained in any TOWN ordinance hereafter adopted, pertaining to the Collection of Solid Waste or the Collection of Recyclable Materials, shall in anyway be construed to affect, change, modify, or otherwise alter the duties, responsibilities, and operations of the CONTRACTOR in the performance of the terms of this Agreement, unless it is agreed to in writing by both the CONTRACTOR and the TOWN and this Agreement is amended accordingly.

SECTION 22: MODIFICATIONS TO THE CONTRACT

The TOWN shall have the power to make changes in this Agreement as the result of changes in law, Town Code, or both to impose new rules and regulations on the CONTRACTOR under this Agreement relative to the scope and methods of providing Collection Services as shall from time-to-time be necessary and desirable for the public welfare. The TOWN shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations, and obligations, financial or otherwise, of the CONTRACTOR.

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The CONTRACTOR agrees that the terms and provisions of Town Code as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of the

CONTRACTOR located within the Service Area. In the event any future change in the Town Code materially alters the obligations of the CONTRACTOR, then the Collection charges established in this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event any future change in the Town Code materially alters the obligations of the either party, then this Agreement shall be revised. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event the parties cannot reach agreement to a modification to the contract provided for in this Section, then either party has the right to terminate this Agreement on one hundred and eighty (180) days written notice. This provision shall be liberally interpreted to achieve its expressed intent.

SECTION 23: RIGHT TO REQUIRE PERFORMANCE

The failure of the parties at any time to require performance of any provisions hereof shall in no way affect their rights thereafter to enforce same. No waiver of any breach of any provisions hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 24: LAW GOVERNING

The Agreement shall be governed and enforced pursuant to the laws of the State of Florida. Venue for any litigation shall be commenced in Broward County, Florida.

SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR hereby agrees to abide by and comply with all applicable Federal, State, County, Special District, and TOWN laws, statutes, codes, rules, and regulations. The CONTRACTOR and its cash/surety shall indemnify, defend, and hold harmless the TOWN, its Town Commissioners, its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders, or decrees, whether by itself or its employees. The CONTRACTOR shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

SECTION 26: SAVINGS CLAUSE

Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida or the TOWN, such provisions, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

SECTION 27: GENERAL

27.1 NO CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant, or lobbyist working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee, agent, consultant, or lobbyist working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

27.2 NO WAIVER

No waiver by the TOWN of any term, covenant, or condition herein contained shall be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The rights and remedies created by this Agreement are cumulative, and are not intended to be exclusive. The use of one remedy under this Agreement shall not be taken to exclude or waive the right or use of another Agreement, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

SECTION 28: LEGAL REPRESENTATION

It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 29: FORCE MAJEURE

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of either party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, hurricanes, tropical storms and severe weather conditions affecting performance, floods, epidemics, war, riots. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the work as soon as reasonably possible with the normal pursuit of the work.

The acts or omissions of subcontractors, third-party contractors, materialmen, suppliers or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the force majeure event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 24 hours after such an occurrence. The CONTRACTOR shall use all reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate as to the resumption of work.

SECTION 30: MISCELLANEOUS

30.1 CONFLICT

Neither CONTRACTOR nor its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

CONTRACTOR shall not 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 during the term of this Agreement.

CONTRACTOR agrees that 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.

30.2 MODIFICATION

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and, subject to Section 6.8 and Section 22, it shall not be considered amended, modified, altered, or changed in any respect unless approved by the parties set forth in writing and signed by the parties hereto, subject to the requirements in Ordinance No. 2017-06.

30.3 TRADE SECRET INFORMATION

Documents, records, routing, charges, and pricing of the CONTRACTOR that the CONTRACTOR advises the TOWN are trade secret information of the CONTRACTOR, are exempt from disclosure pursuant to Section 815.045, Florida Statutes, as may be amended from time to time, unless in the sole opinion and judgment of the Town Attorney such documents and records are not within said statutory exemption.

30.4 NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission and verbal confirmation of receipt of facsimile by the receiving party, 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 CONTRACTOR and the TOWN designate the following as the respective places for giving of notice:

As to TOWN: Town Manager
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, Florida 33308-3610
Telephone: (954) 640-4200
Facsimile: (954) 776-1857

Copy to: Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, Florida 33308-3610
Telephone: (954) 640-4200
Facsimile: (954) 776-1857

As to CONTRACTOR: Regional Vice President
Waste Pro
17302 Pines Boulevard
Pembroke Pines, FL 33029
Telephone: (954) 967-4200
Facsimile: (954) 241-4489

Copy to: Waste Pro of Florida, Inc. General Counsel
2101 West State Road 434, Suite 305
Longwood, Florida 32779-5053
Telephone: (407) 868-8800
Facsimile: (407) 869-8884

30.5 PUBLIC RECORDS

The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- (a) 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.
- (b) 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.
- (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the 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.
- (e) 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 954-640-4200, TownClerk@LBTS-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

30.6 SCRUTINIZED COMPANIES

- (a) CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- (b) If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) 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.

30.7 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

Attest:

TOWN OF LAUDERDALE BY-THE-SEA

Tedra Allen, Town Clerk

By: _____
Chris Vincent, Mayor

____th day of _____, 2019

By: _____
William Vance, Town Manager

By: _____
Tony Bryan, Finance Director

Approved as to form and legality:

By: _____
Susan Trevarthen, Town Attorney

File: 2019 Restated Collection Agreement 3-28-18 FINAL

Printed: 4/11/2019 10:53 AM

[The remainder of this page is left intentionally blank]

CONTRACTOR
Waste Pro USA, Inc.

WITNESSES:

Signature

Print Name and Title

_____ day of _____, 2019

BY: _____
Signature

Russell Mackie, Regional Vice President

_____ day of _____, 2019

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2019.

My Commission Expires:

Signature of Notary Public

Printed Name of Notary Public

List of Exhibits

	Page
EXHIBIT 1	Residential Collection Rate for Single Family/Duplex
EXHIBIT 2	Residential Collection Rate for Multi Family With Carts
EXHIBIT 3	Multifamily Utilizing Dumpsters Collection Services
EXHIBIT 4	Commercial Dumpster Collection Services
EXHIBIT 5	Commercial Compacted Dumpster Collection Services
EXHIBIT 6	Special Collection Service Rates
EXHIBIT 7	Emergency Preparedness Plan and Service Rates
EXHIBIT 8	Franchise Ordinance No. 2019- 01

EXHIBIT 1

Single Family and Duplex Collection Rates

EXHIBIT 2

Multifamily Cart Collection Rates

EXHIBIT 3

Multifamily Dumpster Collection Rates

EXHIBIT 4

Commercial Collection Rates

EXHIBIT 5

Compactor Collection Rates

EXHIBIT 6

Special Collection Service

1	Adding lids to or changing lids	No Charge
2	Adding wheels to or changing wheels	No Charge
3	Additional Bulk Waste Collection for Residential Service Units with carts	No Charge for one special pickup per calendar year per Account Holder. (Not available to a delinquent account.) Note: Additional special pickups will be priced by CONTRACTOR depending on volume and schedule.
4	Additional Unscheduled (Not Including "On Call") Solid Waste Pick-Ups For Commercial Service Units And Residential Containerized Service Units	2X (Applicable 1X Week Solid Waste Collection Cost) + Regular Disposal Charges
5	Changing out the size of a Dumpster (above twice per year)	\$25.00 per occurrence
6	Locks (new locks installed)	\$20.00
7	Moving Container Location Per Customer Request	\$18.00 per move
8	Opening (and Closing) Doors or Gates	No Charge
9	Residential Off-Street Collection Service (Disabled Customer)	No Charge
10	Return Container to Customer's Location After Service Was Stopped	\$25.00
11	Rolling out Container less than 30 feet (and returning it to original location)	No Charge
12	Service not designated herein	See Sec. 3.1 and Sec. 3.3.4
13	Supplying (and retrofitting) Locking Mechanism	\$55.00
14	Swap-out Dumpster (extra on site Dumpster used on collection day)	Up to \$35 per month, which includes a limited number of special pick-ups as determined by Customer and CONTRACTOR
15	Unlocking and Locking of Container enclosure	\$2.00 per month
16	Valet Service: Rolling Containers from a storage location to the point of collection that is a distance 30' feet or more.	\$10 per month for all residential or commercial Carts at one Cart location. \$25 per month per Dumpster.

EXHIBIT 7

Emergency Preparedness Plan and Service Rates

The South Florida Area possibility for a natural disaster exists each and every day. The opportunity for significant amounts of damage due to natural causes is great within our area. Because of the major risks from hurricanes, severe storms, or such other natural and man-made disaster that may occur that the CONTRACTOR will assist the TOWN with emergency debris clearance. The CONTRACTOR has experience and is capable of mobilizing into a disaster area within 12 hours following a devastating storm such as a hurricane.

The CONTRACTOR's executives and managers will work with the TOWN, County, State, Federal and all other governmental entities in which the CONTRACTOR provides service to provide comprehensive relief services to include:

Pre-Disaster Services:

1. Stand-by-Contact
2. Pre-Event Planning
3. Plans Review
4. Exercise Participation
5. Employee Training

Post-Disaster Operations:

6. Emergency Road Clearance and Trimming of Damaged Vegetation
7. Removal of Debris from Public Rights-of-Way
8. Removal of Debris from Private Property (When Authorized)
9. Temporary Debris Staging and Reduction Site Management
10. Final Debris Staging and Reduction Site Management
11. Final Debris Disposal
12. Hazardous Materials Handling
13. Site Redemption
14. Inspections and Documentation
15. Assistance with FEMA and State Reimbursements

Exhibit 7 (continued)

Emergency Preparedness Plan and Service Rates

Effective June 1, 2010

The following rates are for services to be provided under the Emergency Preparedness Plan. All service rates shall be fixed until changed as provided for in this Agreement.

EQUIPMENT/TOOL/VEHICLE TYPE (INCLUDE OPERATOR AND LABOR COST)	HOURLY RATE	DAILY RATE (8 HOURS)
Boom Truck (Self Loader) & Operator with CDL Driver	\$250	\$2,000
Roll Off Truck & Operator with CDL Driver	\$198	\$1,500
Rear Load Truck & Operator with CDL Driver and Helper	\$250	\$2,000
Wheel Loader 644 or equivalent & Operator	\$250	\$2,000
D-6 Dozers or equivalent & Operator	\$250	\$2,000
Bobcat Loader or equivalent & Operator	\$200	\$1,500
Rubber Tired Backhoe	\$200	\$1,500
Project Manager with Truck	\$125	\$950
Safety Superintendent with Truck	\$125	\$950
Service Truck & Maintenance Technician	\$125	\$950
Laborers	\$50	\$380

Cost for Vegetative cleanup and transport to disposal site.
Include equipment, tools, vehicles, and operator and labor costs.

\$20.00 cubic yard

Cost for C&D debris cleanup and transport to disposal site.
Include equipment, tools, vehicles, and operator and labor costs.

\$25.00 cubic yard

EXHIBIT 8

Adopting Ordinance No. 2019 - 01

ORDINANCE No. 2019-01

1 **AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF**
2 **LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2019**
3 **RESTATED SOLID WASTE, BULK WASTE, AND RECYCLING**
4 **COLLECTION SERVICES AGREEMENT WITH WASTE PRO USA, INC.**
5 **(“2019 RESTATED COLLECTION AGREEMENT”); AUTHORIZING**
6 **AMENDMENTS INCLUDING COMMINGLED WASTE, NUMBER OF**
7 **CARTS IN DUPLEXES, PENALTIES; AUTHORIZING EXECUTION OF**
8 **THE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY,**
9 **AND FOR AN EFFECTIVE DATE.**

10 **WHEREAS**, in 2009, the Town of Lauderdale-By-The-Sea issued a Request for Proposals
11 No. 09-02-01 for solid waste and recycling services for the residences and businesses within the
12 corporate limits of the Town on May 12, 2009 the Town adopted Ordinance 2009-13 and entered
13 into a Solid Waste, Bulk Waste and Recycling Collection Services Agreement, (the “**Collection**
14 **Agreement**”) with the top ranked firm, Choice Environmental Services Of Broward, Inc.
15 (“Choice”) for an initial three year term, with three (3) optional renewal periods of three to five
16 years each; and

17 **WHEREAS**, on March 27, 2012 the Town Commission adopted Ordinance 2012-03,
18 exercised the first renewal and approved the 2012 Restated Collection Agreement for the first
19 renewal period of June 21, 2012 to June 30, 2015 (the “First Renewal Term”); and

20 **WHEREAS**, in 2014, Progressive Waste Services, Inc, (“Progressive”) a successor in
21 interest to Choice, advised the Town that it entered into an agreement with Waste Pro USA, Inc.
22 (“Waste Pro”) providing for Waste Pro’s purchase of certain assets of Progressive, and Progressive
23 requested the Town’s approval of the transfer of the 2012 Restated Collection Agreement to Waste
24 Pro; and

ORDINANCE No. 2019-01

25 **WHEREAS**, on August 19, 2014, the Town approved the transfer of the 2012 Restated
26 Collection Agreement to Waste Pro and Waste Pro has been providing collection services for the
27 Town since that time; and

28 **WHEREAS**, on January 13, 2015, the Town Commission adopted Ordinance 2014-20, the
29 First Amendment to the 2012 Restated Collection Agreement, which extended the first renewal
30 term for a six-month period to November 30, 2015, and deleted certain provisions related to the
31 expiration of the Town’s Solid Waste Disposal Interlocal Agreement with Broward County on
32 July 2, 2013; and

33 **WHEREAS**, on November 24, 2015, the Town Commission adopted Ordinance No. 2015-
34 14, which approved the 2015 Restated Collection Agreement providing for a one-year extension
35 of the First Renewal Term through November 30, 2016, and amendments to improve the
36 operations of the solid waste and recyclable collection system; and

37 **WHEREAS**, on November 15, 2016, the Town Commission approved a 90-day extension
38 to the First Renewal Term through February 16, 2016, and on February 14, 2017, the Town
39 Commission approved another 90-day extension of the First Renewal Term through May 17, 2017,
40 to provide time for the parties to negotiate the terms of the Second Renewal Term of the 2015
41 Restated Collection Agreement; and

42 **WHEREAS**, the May 9, 2017, the Town Commission adopted Ordinance 2017-06, which
43 approved the 2017 Restated Collection Agreement; and

44 **WHEREAS**, the 2019 Restated Collection Agreement, attached as **Exhibit “A”**, (the
45 “2019 Restated Collection Agreement”) amends the 2017 Restated Collection Agreement to

ORDINANCE No. 2019-01

improve communication regarding commingled waste, and modify provisions including, but not limited to, missed collections, required number of carts in a duplex, and penalties; and

WHEREAS, the 2019 Restated Collection Agreement is found to be in the best interests of the Town.

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. Adoption of Agreement. The 2019 Restated Collection Agreement between the Town of Lauderdale-By-The-Sea and Waste Pro USA, Inc., attached as Exhibit “A” and made a part hereof by this reference, is hereby approved and adopted.

SECTION 3. Execution of Agreement. The appropriate Town officials and staff are authorized to execute the 2019 Restated Collection Agreement, attached as Exhibit “A”, together with such non-material changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 4. Conflicts. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section or provision of this Ordinance, or any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part hereof, other than the part declared to be invalid.

ORDINANCE No. 2019-01

70

71 **SECTION 6. Effective Date.** This Ordinance shall become effective upon adoption on
72 second reading.

73 Passed on the first reading, this 9th day of April, 2019.

74 Passed and adopted on the second reading, this _____ day of May, 2019.

75

76

77

78

79

MAYOR CHRIS VINCENT

80

First Reading

Second Reading

81 Mayor Vincent

82 Vice-Mayor Sokolow

83 Commissioner Oldaker

84 Commissioner Malkoon

85 Commissioner Strauss

86

87

88 ATTEST:

89

90

91

92 Tedra Allen, Town Clerk

93

94 APPROVED AS TO FORM:

95

96

97

98 _____
Susan L. Trevarthen, Town Attorney

**Solid Waste, Bulk Waste, and Recycling Collection Services Agreement
Between
The Town of Lauderdale By-The-Sea, Florida
and
Waste Pro USA, Inc.**



2019 Restated Collection Agreement



History: RFP No. 09-02-01 - Effective July 1, 2009 -
First Amendment - September 10, 2009
Second Amendment - January 11, 2011
Third Amendment - September 30, 2011
Restated Agreement - March 27, 2012
First Amendment to the Restated Agreement – January 13, 2015
2015 Restated Agreement – November 24, 2015
2017 Restated Agreement – May 18, 2017
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This Agreement and amendments thereto (hereinafter referred to as “Agreement”) made and first entered into the 1st day of July, 2009, and amended as provided below, by and between the Town of Lauderdale By-The-Sea, a municipal corporation of the State of Florida (hereinafter referred to as “**TOWN**”), acting by and through its duly authorized Town Commission, and Waste Pro USA, Inc., a Florida Corporation and successor-in-interest pursuant to a transfer of this Agreement approved by the Town Commission on August 19, 2014 (hereinafter referred to as “**CONTRACTOR**”).

The amendments to this Agreement include:

1. First Amendment on September 10, 2009,
2. Second Amendment on January 11, 2011,
3. Third Amendment on September 30, 2011,
4. 2012 Restated Agreement on March 27, 2012 (first renewal period),
5. First Amendment to the 2012 Restated Agreement on January 13, 2015, and
6. 2015 Restated Agreement on November 24, 2015 (extension of first renewal period).
7. 2017 Restated Agreement on May 18, 2017 (second renewal period).
8. 2019 Restated Agreement on [REDACTED], 2019 (amendments)

WITNESSETH:

WHEREAS, the CONTRACTOR and the TOWN wish to set forth the terms and conditions of this Agreement for the provision of a Solid Waste, Bulk Waste, and Recycling Collection Services.

NOW THEREFORE, for the mutual benefits and other considerations recited herein, the parties agree as follows:

SECTION 1: AGREEMENT

1.1 FRANCHISE

For the term of this Agreement, the ~~TOWN~~TOWNtown hereby grants the CONTRACTOR the exclusive franchise and the sole obligation to operate and maintain comprehensive Solid Waste, Bulk Waste, and recycling collection services for Residential Collection Service Units and Solid Waste for Commercial Collection Service Units in and for the TOWN, except as specifically excluded in this Agreement. The franchise specifically excludes the exclusive collection of construction and demolition debris. The CONTRACTOR is authorized by the TOWN, in, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places of the TOWN for the purposes of fulfilling CONTRACTORS’ obligations under this Agreement within the municipal corporate limits of the TOWN, or as directed in conformance with the Charter and Ordinances of the TOWN and other applicable law. The CONTRACTOR’S sole consideration from the TOWN shall be the right to provide the services specified herein at the rates specifically authorized herein.

1.2 TERM OF AGREEMENT

The initial term of this Solid Waste, Bulk Waste, and Recycling Collection Services Agreement (“Agreement”) was for a period of three (3) consecutive years, commencing on July 1, 2009 at 12:00 a.m., local time, through June 20, 2012 at 11:59 p.m., local time. The first renewal period commenced on June 21, 2012 at 12:00 a.m., local time, and continued through May 17, 2017 at 11:59 p.m., local time. The second renewal period commenced on May 18, 2017 at 12:00 a.m., local time, and ends on November 30, 2021 at 11:59 p.m., local time.

1.3 EXPIRATION OF AGREEMENT PROVISIONS

In the event a new Agreement has not been awarded upon the expiration of this Agreement, and renewal options are not exercised, the CONTRACTOR agrees to provide service to the TOWN for an additional ninety (90) calendar day period beyond the expiration of the Agreement at the then established rates, provided the TOWN requests said services, in writing, at such time.

1.4 OPTION TO RENEW

- (a) *Renewal Periods.* After the initial three (3) year period, this Agreement may be renewed for three (3) additional periods, each lasting between three (3) and five (5) years as shown in the following table.

Table 1 – Renewal Periods

Initial Term:	July 1, 2009 to June 20, 2012
First Renewal Term:	June 21, 2012 to May 17, 2017
Second Renewal Term	May 18, 2017 to November 30, 2021
Third Renewal Term	Three (3) to Five (5) Years
Renegotiate Terms and Conditions or Request Bids from Qualified Contractors	To be determined

- (b) *Renewal Process.* Prior to making a recommendation to the Town Commission on whether to renew the Agreement, the Town Manager or designee will meet and confer with the CONTRACTOR regarding changes in terms and conditions that either the TOWN or the CONTRACTOR would like to see reflected in an amendment to the Agreement covering the next renewal period. The TOWN shall thereafter notify the CONTRACTOR of its decision to exercise a renewal option or allow the Agreement to terminate. Said notice shall be in writing and delivered not less than one hundred eighty (180) calendar days prior to the expiration date.

In the event the TOWN notifies the CONTRACTOR of its decision to exercise a renewal option, the CONTRACTOR shall notify the TOWN in writing of its intent to accept or decline the renewal option offer within twenty (20) calendar days of receipt of the TOWN’s offer.

- (c) *Final Renewal Term.* In the event the Agreement is renewed for three (3) Renewal Terms, the TOWN may, at the end of the final renewal term, either renegotiate the term and

conditions of the Agreement with the current CONTRACTOR or request bids from qualified contractors to provide Solid Waste Collection, Bulk Waste Collection, and Recycling Services.

- (d) *No Limits on Right of Termination.* This section in no way limits the TOWN'S right to terminate this Agreement for cause at any time during the initial term or any extension thereof, pursuant to Section 9 of this Agreement.

SECTION 2: DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply, unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the TOWN shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

1. **Advertising** shall mean any written communication for the purpose of promoting a product or service. No advertising shall be permitted on Collection vehicles or any other vehicles, Recycling Bins, Recycling Containers, Containers, Roll-offs or other equipment used for the purpose of administering this Agreement. The CONTRACTOR'S name in which it is doing business and non-toll telephone service number, written communication as specified in the Agreement or written communication as directed by the Town Manager, shall not be considered Advertising.
2. **Account Holder** shall mean the party responsible for payment for services provided by CONTRACTOR that has arranged an account with the CONTRACTOR.
3. **Agreement** shall mean this Agreement.
4. **Bags** shall mean non-dissolvable plastic bags.
5. **Biological Waste** shall mean, as defined in Chapter 403, Florida Statutes, Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.
6. **Biomedical Waste** shall mean, as defined in Chapter 403, Florida Statutes, any Solid Waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.
7. **Brown Goods** shall mean discarded computers, televisions, stereos, cabinets, furniture, and other similar domestic goods. Brown Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the Brown Goods are collected. Anytime White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
8. **Bulk Waste** shall mean those wastes that may require special handling and management including, but not limited to: all types of vegetative matter resulting from normal yard and landscaping maintenance that does not exceed six (6) feet in length, White Goods, Brown Goods, furniture, equipment, and other similar items including materials resulting from minor home repairs. Bulk

Waste does not include items herein defined as Garbage, Contractor-Generated Waste, Exempt Waste, or items such as televisions, mirrors, window glass, or containers with fluids, or waste containing refrigerants or other potentially harmful fluids or gases.

9. **Bulk Waste Collection Service** shall mean Bulk Waste Collection from Residential Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.
10. **Business Day** shall mean any day, Monday through Friday, from 8 a.m., local time until 4 p.m., local time.
11. **Cart** shall mean a metal or plastic receptacle on wheels, that is mechanically emptied, with a maximum capacity of ninety-six (96) gallons used to store Solid Waste, Yard Waste or Recyclable Materials until collection by the CONTRACTOR.
12. **Collection** shall mean the process whereby Solid Waste, Bulk Waste, and Recyclable Materials are removed and transported to the appropriate Designated Disposal Facility. Collection shall exclude the process of picking up, transporting, and dropping off Exempt Waste.
13. **Collection Rates** shall mean the rates approved pursuant to the terms of this Agreement that are to be charged by the CONTRACTOR for collection services.
14. **Commercial Establishment** shall mean all retail, professional, wholesale, institutional, lodging, and industrial facilities, and any other commercial enterprises, offering goods or services to the public located in the Service Area.
15. **Commercial Services** shall mean Commercial Solid Waste Collection Services performed in the Service Area.
16. **Commercial Service Unit** shall mean any Commercial Establishment in the Service Area.
17. **Commercial Solid Waste** shall mean any Garbage or Trash that is usual to the normal operations of a Commercial Service Unit. A Customer driven activity at the Commercial Service Unit wherein the Commercial Solid Waste is collected and does not include items defined herein as Yard Waste, Bulk Waste, Contractor-Generated Waste, or Exempt Waste must generate commercial Solid Waste. Recyclable Materials are not Commercial Solid Waste.
18. **Commercial Solid Waste Collection Service** shall mean the Collection and disposal of Commercial Solid Waste from Commercial Service. Commercial Solid Waste Collection Service shall be provided via Containers or Dumpsters.
19. **Commercial Recycling Collection Service Unit** shall mean the Collection of Recyclable Materials from Commercial Service Units utilizing Recycling Bins and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.
20. **Compactor** shall mean a mechanism, whether stationary or mobile, with a minimum compaction ratio of 2.5 to 1.0 used for the densification of Solid Waste in Containers or Roll-offs. The CONTRACTOR shall clearly mark all Dumpsters and Roll-offs and Compactors as to prohibit their use for the disposal of Biological Waste, Biomedical Waste, Hazardous Waste, or Sludge if hauler is to provide as opposed to Inter Local Agreement (ILA).
21. **Construction and Demolition Debris** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, fence, screen, metal, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the

construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project. This includes non-vegetative construction and demolition debris as a result of a fire, and manmade or natural disaster, to include hurricane debris.

22. **Container** shall mean a Dumpster or Cart used to store Solid Waste, Yard Waste or Recyclable Materials.
23. **CONTRACTOR** shall mean the person or entity that has entered into this Agreement to provide the services described herein for the Service Area.
24. **Contractor-Generated Waste** shall mean Bulk Waste generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, and lawn or yard maintenance services and nurseries.
25. **County** shall mean Broward County, Florida.
26. **Customer** shall mean person(s) that produce the Solid Waste, Bulk Waste and Recyclable Materials at a physical location. The Customer may be the Account Holder.
27. **Designated Disposal Facility** shall mean the facility designated by the Town for receipt of all Solid Waste, Bulk Waste and Yard Waste collected within the Town that is capable of being processed at the Designated Disposal Facility.
28. **Designated Recycling Facility** shall mean the Recovered Materials Processing Facility designated by the Town for receipt of the Recyclable Materials collected within the Town.
29. **Disposal Charges** shall mean the prevailing per-ton rate charged at the Designated Disposal Facility for the acceptance and disposal of Residential Waste, Commercial Solid Waste, and other waste materials.
30. **Disposal Fee** shall mean the amount within the Collection Rate paid by the Customer that is charged for the disposal of Solid Waste, Bulk Waste and Yard Waste.
31. **Dumpster** shall mean a metal or plastic receptacle, with a capacity of up to and including eight (8) cubic yards designed or intended to be mechanically dumped into a loader-packer type garbage truck.
32. **Dwelling Unit** shall mean an individual living unit in a single-family dwelling, duplex dwelling, multi-family dwelling, or mixed-used dwelling within a structure or building intended for, or capable of being utilized for residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.
33. **Exempt Waste** shall mean Biological Waste, Biomedical Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission, and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.
34. **Franchise Fee** shall mean the charge to CONTRACTOR for the use of present and future streets, alleys, bridges, easements, and other public places of the TOWN. The Franchise Fee shall be calculated by multiplying the Gross Revenues as defined herein by the assigned franchise fee percentage. For example, commercial franchise fee shall be ten percent (10%) of Gross Revenues

for Commercial Services and three point seven six percent (3.76%) of Gross Revenues for Residential/Multi Family Services.

35. **Garbage** shall mean all waste that is generated from normal residential activities. These materials generally include, but are not limited to, kitchen and food waste, animal and produce waste, or any organic waste that is a result of storage, preparation, cooking, or handling of food materials. Also included in this category are household waste items such as food packaging materials; non-recyclable cans, plastics, paper, cardboard, and bottles; rags and cleaning supplies, and other items usual to housekeeping.
36. **Gross Revenues** shall mean all charges invoiced by the CONTRACTOR arising from, attributable to or in any way derived from the services it provides pursuant to this Agreement, exclusive of franchise fees.
37. **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
38. **Non-Collection Notice** shall mean a sticker, tag, or door hanger used by the CONTRACTOR to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by the CONTRACTOR pursuant to the Agreement, developed and provided by the CONTRACTOR and approved by the TOWN. CONTRACTOR is required to provide a Non-Collection Notice anytime Solid Waste, Bulk Waste, or Recycling Materials are not picked up for any reason.
39. **Ordinance** shall mean those parts of the Code of the TOWN governing Solid Waste Collection, Disposal, and Recycling activities within the TOWN.
40. **Recovered Materials Processing Facility** shall mean a facility engaged solely in the storage, processing, resale, or reuse of Recyclable Materials, and that meets the requirements of Section 403.7046, Florida Statutes.
41. **Recyclable Materials** shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials to be collected shall include all materials that are accepted by the Designated Recycling Facility.
42. **Recycling** shall mean any process by which materials that would otherwise have been Residential Solid Waste or Commercial Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
43. **Recycling Bin** shall mean a rigid rectangular receptacle stenciled with the TOWN logo. Recycling Bins shall not contain the name or logo of the CONTRACTOR. Recycling Bins shall be made of plastic or other suitable substance of no less than fourteen (14) gallons.
44. **Recycling Container or Recycling Cart** shall mean a wheeled metal or plastic receptacle, with a capacity of ninety six (96) gallons or an alternative sized specified by TOWN, intended to be manually or mechanically dumped into a loader-packer type recycling truck. Recycling Containers shall be stenciled with the Town logo and shall not contain the name or logo of the CONTRACTOR. A Recycling Container is commonly referred to as a "Recycling Cart."

45. **Residential Collection Service Unit – Single Family, Duplex** shall mean one single family home or one duplex unit that uses containers that are placed at curbside for collection.
46. **Residential Collection Service Unit – Multi Family Container Service** shall mean a Multi Family property that uses containers that are placed at curbside for collections.
47. **Residential Recycling Collection Service Unit** shall mean all types of Residential Collection Service Units utilizing Recycling Bins, Dumpsters and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.
48. **Residential Collection Service Unit – Multi Family Dumpster Service** shall mean the Collection of Garbage and Trash from multi-family residential units that utilize dumpsters for the Collection Service.
49. **Residential Solid Waste** shall mean Garbage and Trash resulting from the normal household activities of a Residential Service Unit. The Customer at the Residential Service Unit wherein the waste is collected must generate the Solid Waste. It does not include items defined herein as Contractor-Generated Waste or Exempt Waste. Recyclable Materials and Bulk Waste are not Residential Solid Waste.
50. **Roll-Off Collection Service** shall mean the Collection and disposal of Roll-Off Containers containing Construction and Demolition Debris. Collection of Construction and Demolition Debris is not considered exclusive to the CONTRACTOR under the terms and conditions of the Agreement.
51. **Roll-Off Containers** shall mean any metal receptacle with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle. Roll-off Containers utilized for services covered under this Agreement shall be owned by the CONTRACTOR.
52. **Scheduled Collection Day** shall mean any day in which Collection activities take place.
53. **Service Area** shall mean the municipal limits of the TOWN.
54. **Sludge** shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.
55. **Solid Waste** shall mean Garbage and Trash. Bulk Waste and Recyclable Materials are not considered Solid Waste.
56. **Special Waste** shall mean Solid Waste that can require special handling and management, including, but not limited to used tires, used oil, lead-acid batteries, ash residue, and biological wastes.
57. **TOWN** shall mean the Town of Lauderdale By-The-Sea, Broward County, Florida.
58. **Town Commission** shall mean the Town Commission of the TOWN.
59. **Town Manager** shall mean the Town Manager of the TOWN, or his/her designated representative(s).
60. **Town Sponsored Special Events** shall mean events sponsored or co-sponsored by the TOWN.

61. **Trash** shall mean plastic bags, wood, bundles, toys, Yard Waste, and other similar waste materials in cans or similar receptacles. Trash does not include items that are Contractor-Generated Waste or Exempt Waste.
62. **Yard Waste (or Yard Trash)** shall mean vegetative materials from normal yard and landscaping maintenance that is from the serviced property.
63. **Yard Waste Collection Service** shall mean the once per week collection of Yard Waste utilizing carts from Cart Customers (single family, duplex and multifamily).
64. **White Goods** shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the Customer and at the Residential Service Unit or Commercial Service Unit wherein the White Goods are collected. Any time White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
65. **Work Day** shall mean any day, Monday through Saturday.
66. **Undefined Amount of Solid Waste or Recyclables** shall mean the quantity of disposed material that can be placed in a Container by and still allow proper collection with the lid closed.→

SECTION 3: COLLECTION SERVICES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR shall provide all Residential Services and Commercial Services, as defined in Section 3 herein, within the corporate limits of the TOWN, except as provided herein. Said service shall include:

3.1 RESIDENTIAL SOLID WASTE – GARBAGE AND TRASH

- (a) **All Residential Solid Waste.** The CONTRACTOR is responsible to collect all Solid Waste, Bulk Trash, and Recycling Materials in the Service Area. In the event the CONTRACTOR is not able to collect, CONTRACTOR is required to provide a Non-Collection Notice with the contractual reason for non-collection.
- (b) **Christmas Trees.** The CONTRACTOR shall collect Christmas Trees from all Residential Service Units at curbside at no additional cost to the Residential Service Unit or the TOWN on normal pickup days when the tree is placed in the Cart or on any Bulk Trash pickup day.
- (c) **Containers.** Containers provided by the CONTRACTOR shall meet accepted industry standards. TOWN will select the color of the Container; however, once the color is selected, all Containers of the same type shall be the same color. Carts shall have a capacity of not greater than ninety-six (96) gallons. The CONTRACTOR is not required to empty any Carts that exceed 150 pounds in weight.
- (d) **Container Repair or Replacement.**
 - (1) **Cart.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Cart has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Cart or make repairs to the Container within two (2) Work Days of said notice. Each Residential Collection Service Unit shall be entitled to two (2) repairs or two (2) replacements of lost, destroyed, or stolen Containers within a rolling 24 month period at no cost

to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR'S actual cost and charged to the Residential Collection Service Unit Customer, unless such damage was caused by CONTRACTOR.

- (2) **Dumpster.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Collection Service Unit's Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.
- (3) **Plastic Multi-Family Dumpsters.** During the period June 1, 2017 to May 31, 2020, CONTRACTOR shall, at its own cost and expense, replace all of the metal Dumpsters that are currently in use by customers with Multi Family Dumpster Service, with new plastic dumpsters. CONTRACTOR shall replace approximately one-third of the metal Dumpsters each year, until all of the metal dumpsters have been replaced. This provision only applies to metal Dumpsters for which a comparably sized plastic Dumpster is commercially available.
- (e) **Collection Rates.** As of the effective date of this Agreement, the CONTRACTOR shall provide Collection Service for each type of service according to the Collection Rates shown in the corresponding Exhibits to this Contract, which are incorporated herein; unless specifically and expressly authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN.
- (f) **Service Levels Not Designated** – For Residential Solid Waste service levels not designated in this Agreement, the CONTRACTOR may provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.
- (g) **Ownership** of Carts –Carts purchased by the CONTRACTOR shall be deemed to be owned by the CONTRACTOR, except that Carts in the possession of a Residential Collection Service Unit or the TOWN at the end of the Agreement shall be deemed to be owned by the TOWN.
- (h) **Yard Waste Collection Service.** The Town has the option of implementing Yard Waste Collection Service for residential Customers utilizing Carts under the following terms and conditions:
 - (1) Upon receipt of written notice from TOWN of its decision to implement yard waste service, the CONTRACTOR shall begin providing once a week residential and Multifamily (with carts service) yard waste collection service within one hundred and twenty (120) days of such notice.
 - (2) The fee for once a week yard waste collection service paid to CONTRACTOR shall be equal to the fee for once a week recycling collection. CONTRACTOR shall provide and deliver necessary yard waste carts at no additional cost or charge to the Customer or the TOWN, the ownership of which shall transfer to the TOWN upon the expiration or termination of this Agreement.

Should this Agreement terminate before the end of a three year amortization period following the purchase of carts provide for in this Section, the TOWN shall

reimburse the CONTRACTOR the unamortized capital cost of these carts. Example: One thousand Recycling Carts are purchased at a cost of \$50 per Cart and \$1.39 per Cart is amortized each month. If the Agreement terminates 30 months after the purchase of the Carts, the TOWN will reimburse the CONTRACTOR \$8,333 [1000 carts x \$1.39 per month x 6 month].

- (3) For the first year of Yard Waste Collection Service, the Disposal Fee component of the monthly Collection Rate collected by the CONTRACTOR for Residential Waste Collection Service shall be considered sufficient to cover the actual cost of disposal of Yard Waste and there shall be no change to the rates charged. In the second year after implementation and subsequent years, the Disposal Fee component of the monthly charge to each Customer for Yard Waste Collection Service shall be based on the prior year's actual cost of disposal of Yard Waste from July 1st to June 31st, averaged over the number of total number of residential Container Customers plus any applicable CPI adjustment provided for in Section 6.8.1.2. This amount shall become the new disposal fee for yard waste collection in the monthly Collection Rate.
- (4) The Solid Waste Disposal Fee for Residential Collection Services shall be adjusted as provided for in Section 6.8.1.2.
- (5) An example of how subsections (2) and (3) above would work is shown in Table 3.1.

Table 3.1 – Calculating the Collection and Disposal Rate for Yard Waste Collection Service.

Monthly Rate for Single Family and Duplex				
	Service Components	11-1-11 Monthly Rates	If Yard Waste Implemented in 2012	11-1-13 Monthly Rate (1)
1.	Solid Waste collection	\$4.15	\$4.15	\$4.15
2.	Recycling collection	\$2.08	\$2.08	\$2.08
3.	Yard Waste collection		\$2.08	\$2.08
4.	Bulk Trash Collection	\$1.10	\$1.10	\$1.10
5.	Disposal Fee -Solid Waste	\$8.03	\$8.03	\$6.42 (2)
6.	Disposal Fee-Yard Waste			\$1.11 (2)
	Total	\$15.35	\$17.44	\$16.94

Footnotes:

- (1) For the purpose of this example, the assumption is the disposal fee remains the same and there is no change in CPI.
- (2) The example is calculated on a Yard Waste Disposal Rate of \$50 per ton with twenty percent of the waste stream being diverted to Yard Waste Containers.

Calculation: disposal fee of \$72.57 per ton; 1065 single family accounts; $\$8.03 \times 1065 = \$8,551.95$ monthly disposal fee; $\$8,551.95 / \$72.57 = 117.8$ tons per month; 80% of 117.8 = 94.3 tons of household waste per month; 20% = 23.6 tons of yard waste per month,

3.1.1 **Residential Collection Service Units – Single Family, Duplex (Cart Service)**

- (a) **Frequency.** The CONTRACTOR shall pick up, twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each residential unit.
- (b) **Suspension of Service.** Single Family or Duplex Residential Service Units may suspend service in accordance with the requirements of the Town Code of Ordinances.
- (c) **Placement of Carts.** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (d) **Number of Carts.** CONTRACTOR will provide one (1) Cart to each Residential Service Unit, unless a smaller size Cart is requested by the Residential Service Unit and agreed upon by CONTRACTOR. In accordance with Chapter 10 of the Town Code, when a duplex is owned by a single person / entity, residents of the Duplexes units may share a common waste and recycling cart **Container** provided under a single account, provided it is sufficient to accommodate the joint usage without spillover. An additional waste cart requires an additional account.
- (e) **Size of Carts.** The TOWN shall determine the size of the Carts for each class of service.
- (f) **Residential Off-Street Collection Service.** The CONTRACTOR shall provide off-street Collection for Solid Waste from Residential Collection Service Units if (a) all adult occupants residing therein are incapable of moving the Carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Collection Service Unit, and (c) the request is approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Collection Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Collection Service Unit.

3.1.2 **Residential Collection Service Units – Multi Family with Cart Service**

- (a) **Frequency.** The CONTRACTOR shall pick up twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each Residential Collection Service Unit at curbside or a designated location.
- (b) **Placement of Containers.** CONTRACTOR shall pick up all Carts placed within three (3) feet of the street. Carts, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonable possible to its original location. Carts shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.

- (c) *Number of Carts.* CONTRACTOR shall provide one (1) Cart for each Residential Collection Service Unit if requested, to accommodate the Solid Waste Collection needs of the Residential Collection Service Units. CONTRACTOR may reduce total numbers of Carts if collection is easily contained in a lesser number of Carts. The CONTRACTOR shall provide the number of Carts necessary for efficient and sanitary services based on the reasonable request of an authorized representative of the Residential Service Units, in accordance with the following:
- (i) A “reasonable request” shall be made at least thirty (30) days prior to the desired date of pick-up or delivery of Carts.
 - (ii) A “reasonable request” shall be defined as any request for a number of Carts sufficient for efficient and sanitary services. Regardless of the actual number of Carts sufficient for efficient and sanitary services, the Residential Service Units shall pay the rate for the number of Carts equaling at least fifty percent (50%) of the number of residential dwelling units. If fifty percent (50%) is not a whole number, the minimum number of Carts will be rounded down; for example, eleven (11) residential dwelling units may request no fewer than five (5) Carts.
 - (iii) A reasonable request may be made up to two (2) times per fiscal year for free. Additional requests to have Carts picked up or delivered may be made, but shall require payment of a fee. The fee shall be twenty-five dollars (\$25) for the first four (4) Carts to be picked up or delivered; additional Carts may be requested to be picked up or delivered for a fee of fifteen dollars (\$15) each.
 - (iv) In the event of disagreement about the reasonable number of Carts, the TOWN shall make the final determination.

3.1.3. Residential Collection Service Units – Multi Family Dumpster Service

- (a) *Number and Size; Frequency of Pickup.* The CONTRACTOR shall provide the sizes and numbers of Dumpsters necessary for efficient and sanitary services based on the reasonable request of an authorized representative of Residential Service Units. Dumpsters shall be picked up as frequently as volume demands, but not less than twice per week, at least three (3) days apart. The Account Holder and the CONTRACTOR shall mutually agree upon the size and frequency of pick-up of Dumpsters. The CONTRACTOR shall notify Account Holder if it is deemed necessary to increase service, and notify the TOWN of their intention to do so. Any dispute between Account Holder and CONTRACTOR shall be resolved by TOWN according to the process established by Town Code and the decision of the TOWN shall be final and binding.
- (b) *Dumpsters.* Dumpsters provided by the CONTRACTOR shall meet accepted industry standards. The CONTRACTOR shall maintain Dumpsters as necessary to maintain efficient and sanitary services.
- (c) *Placement of Dumpsters* - CONTRACTOR shall empty all Dumpsters from the Customer’s Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No

Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 5).

3.2 RESIDENTIAL BULK WASTE

3.2.1 Bulk Waste Collection Schedule and Generation Location

The CONTRACTOR shall pick up Bulk Waste from each Residential Collection Service Unit once a month according to the annual schedule adopted by the TOWN.

All Bulk Waste shall be placed curbside for collection according to the TOWN Code and shall be generated from the Residential Collection Service Unit disposing of the Bulk Waste.

3.2.2 Bulk Waste Service. Bulk Waste Collection Services shall be provided by CONTRACTOR in accordance with the following service levels:

Residential Service Unit	Service Level
Single Family, Duplex	No Maximum
Multi Family with Carts	One (1) cubic yard of Bulk Waste multiplied by the number of Solid Waste Carts from the Residential Service Units. For example, if an 11 unit Multi Family property has five (5) Solid Waste Carts, the CONTRACTOR shall collect up to five (5) cubic yards of Bulk Waste.
Mixed-Use Property	Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.
Multi Family Dumpster Service	No Maximums

3.3 COMMERCIAL SOLID WASTE

3.3.1 Commercial Solid Waste Collection Service – The CONTRACTOR shall provide Commercial Solid Waste Collection Service as deemed necessary and as determined between the CONTRACTOR and the Customer. However, frequency shall be no less than two (2) times per week with no exception for Holiday(s) as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as determined between the Customer and the CONTRACTOR as long as the minimum frequency requirement is met. The size of the Container or Dumpster and the frequency of Collection (meeting minimum requirements) shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste shall be placed outside the Container or Dumpster. Dumpster(s) and Container(s)

shall be accessible to the CONTRACTOR'S crew and vehicles. In the event of disagreement about the size of Dumpster or frequency of collection, the TOWN shall make the final determination.

- 3.3.2 **Rates** - The CONTRACTOR shall provide Container(s) and Dumpster(s) at the approved rates as identified in Exhibit 4 and Exhibit 5 Compacted Dumpster Service, which are incorporated herein, and, unless specifically authorized by this Agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the Customer or the TOWN unless specifically and expressly set forth herein. Customers may own their Dumpsters and/or Container(s) provided that the Customer shall be completely responsible for its proper maintenance and such Container(s) shall be of a type that can be serviced by the CONTRACTOR'S equipment.
- 3.3.3 **Service Levels not Designated** – For Commercial Solid Waste Collection service levels not designated, the CONTRACTOR shall provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and Customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the Customer. All said service levels, types, and rates shall be approved by the TOWN.
- 3.3.4 **Placement of Dumpsters** - CONTRACTOR shall empty all Dumpsters from the Customer's Dumpster enclosure or where placed by the Customer on collection day. Dumpsters, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. No Dumpsters shall be placed by Customer or CONTRACTOR in the public right-of-way unless specific written approval has been given by the TOWN. Valet service may be provided by CONTRACTOR as a special service (see Exhibit 5).
- 3.3.5 **Dumpster Repair or Replacement.** Upon notification to CONTRACTOR by the TOWN or a Customer that a Dumpster has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Dumpster or make repairs to the Dumpster within four (4) Work Days of said notice.

3.4 RECYCLING

The CONTRACTOR shall offer recycling services to all Commercial Recycling Collection Service Units; the fees for those services shall be agreed upon by the Commercial Recycling Collection Service Unit and the CONTRACTOR.

The CONTRACTOR shall provide Recycling Services to all Residential Service Units as described below.

- 3.4.1 CONTRACTOR shall provide Recycling Services to all Residential Collection Units one (1) day per week, on a regular scheduled Solid Waste pick up day. The services to be performed by the CONTRACTOR shall consist of Collection of all designated Recyclable Materials and transportation to the Designated Recycling Facility.
- 3.4.2 Should unanticipated events, circumstances, or changes in law arise that necessitate any additions or deletions to work described in this Section, including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications

and any compensation to CONTRACTOR before undertaking any changes or revisions to such work.

- 3.4.3 **Purchase and Distribution:** CONTRACTOR shall provide one (1) Recycling Cart to each Residential Collection Service Unit – Single Family and Duplex and one (1) Recycling Cart for every Garbage Container required in Section 3.1.2 for Residential Collection Service Units – Multi Family with Containers. TOWN will select the color of the Container; however, once the color is selected, all Containers shall be the same color. The TOWN may select one alternative sized CART that the Residential Collection Service Unit may request from CONTRACTOR and CONTRACTOR shall promptly provide said carts to the Customers as directed by the Town at no charge to either the Customer or the Town. All Recycling Carts shall be capable of being emptied by mechanical equipment.
- a. The CONTRACTOR shall maintain sufficient Recycling Carts to ensure that extra or replacement Recycling Carts can be provided to Customers or properties in accordance with the terms and conditions of the Agreement. The CONTRACTOR’S employees shall take care to prevent damage to Recycling Carts by unnecessary rough treatment.
 - b. The CONTRACTOR shall purchase and distribute new Recycling Carts as requested by TOWN to existing Residential Collection Service Units for the term of this Agreement.
 - c. The CONTRACTOR shall purchase and distribute Recycling Carts to new Residential Collection Service Units that are added to the Service Area during the term of the Agreement.
- 3.4.4 **Repair or Replacement** – Upon notification to CONTRACTOR by the TOWN or a Customer that a Residential Service Unit’s Recycling Container has been stolen or damaged, the CONTRACTOR upon verification shall deliver a replacement Container to such Residential Service Unit or make repairs to the Container within two (2) Work Days of said notice. Each Residential Service Unit shall be entitled to two repairs or replacements of lost, destroyed, or stolen Containers within a two year period at no cost to the TOWN or the Residential Collection Service Unit. Additional replacement Containers or repairs shall be provided at the CONTRACTOR’S actual cost.
- 3.4.5 **Ownership** – Ownership of Recycling Carts purchased by the CONTRACTOR shall rest with the CONTRACTOR, except that ownership of Recycling Carts in the possession of a Residential Collection Service Unit or TOWN at the end of the Agreement shall rest with the TOWN.
- 3.4.6 **Recyclable Materials to be Collected** – The CONTRACTOR shall collect all Recyclable Materials that are accepted by the Designated Recycling Facility and that are placed in a Recycling Container.
- 3.4.7 **Contaminated Recyclable Materials** – The CONTRACTOR shall not collect Recyclable Materials that are significantly contaminated with non-Recyclable Materials.

The CONTRACTOR shall leave a Non-Collection Notice explaining why the material in the Recycling Cart was not collected and shall advise the Town that day of the non-collection. The CONTRACTOR shall not collect the Recyclable Materials until the

Residential Service Unit segregates the Recyclable Materials from the contaminating material.

The TOWN shall approve the design of said notice, and the cost of printing said notice shall be borne by the CONTRACTOR.

The CONTRACTOR shall maintain a record of the address of any Residential Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.

3.4.8 **Recycling Containers for Residential Units Utilizing Dumpsters** – The CONTRACTOR shall provide the same level of Residential Recycling Service to Residential Units using Dumpsters as provided to the Residential Units – Multi Family as identified in Section 3.4. If the recycling volume is sufficient, upon request of an Account Holder, CONTRACTOR shall provide a recycling Dumpster instead of or in addition to Recycling Carts.

3.4.9 **Residential Off-Street Collection Service.** The CONTRACTOR shall provide off-street Collection for Recyclables from Residential Service Units if (a) all adult occupants residing therein are incapable of moving their carts, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Service Unit, and (c) the request is approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provision of off-street service to Customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Service Unit.

3.5 DESIGNATED DISPOSAL FACILITY AND COMMINGLING OF WASTE

All Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials ~~from TOWN facilities~~ collected pursuant to this Agreement shall be delivered to facilities designated (~~“Designated Disposal Facilities”~~) by the TOWN (“Designated Disposal Facilities”), with the exception of waste which is shown by affidavit to be destined for transportation to any destination outside of the State of Florida. A violation of this Section is a material breach of contract.

3.5.1 Disposal Facility Outside of Florida

Should CONTRACTOR direct waste to a location outside the State of Florida, it shall indemnify and hold harmless the TOWN for any action resulting from such disposal. CONTRACTOR specifically acknowledges that the prices in this Agreement include this indemnification and hold harmless obligation as a part of its cost for out of state delivery, and such cost is not to be interpreted as a penalty for, or barrier to, delivery of the waste by CONTRACTOR out of state.

3.5.2 Ownership and Commingling of Waste.

(a) The TOWN shall retain ownership of all Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials ~~from TOWN facilities~~ until delivery to the Designated Disposal Facility.

- (b) In the event that CONTRACTOR commingles any ~~Solid Waste, Bulk Waste, recyclables, or other~~ materials collected under the terms and conditions of this Agreement with ~~Solid Waste or other~~ materials from other jurisdictions, CONTRACTOR shall indemnify and hold TOWN harmless from any and all losses, claims, or liability associated with the quantities of Solid Waste or other materials that were commingled.
- (c) CONTRACTOR shall inform TOWN and Town's Designated Disposal Facilities prior to commingling any materials and ~~receive~~received their approval. The Town Manager's approval shall not be unreasonably be withheld.

CONTRACTOR shall submit for the Town Manager's approval the formula for converting the tons of disposed commingled waste to cubic yards and then the calculation of the tons/yardage of Town waste from the total disposed. The formula may be revised from time to time at the request of either party

3.5.13 Change in Designated Disposal Facility

In the event the TOWN changes the Designated Disposal Facility, TOWN shall give CONTRACTOR at least sixty (60) days-notice of the date the change is to go into effect.

- (a) In such case, TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement that may be required in order to implement changes in the interest of the public welfare or due to change in law.
- (b) When such modifications to this Agreement are necessary, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section.
- (c) The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. In the event the parties cannot reach agreement within 30 days of the notice, then either party has the right to terminate this Agreement on 180 days written notice. During any such 180 day period, CONTRACTOR shall cooperate with TOWN in assuring a smooth transition to the new disposal facility or arrangement.

3.6 SPECIAL WASTE COLLECTION SERVICES

CONTRACTOR shall not be required to collect and/or dispose of Special Waste, Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All collection and disposal for those types of waste are not regulated or exclusive under this Agreement, but if provided by the CONTRACTOR, shall be in strict compliance with all federal, state, and local laws and regulations.

3.7 TOWN'S RIGHT TO DESIGNATE CONTAINER SIZE AND FREQUENCY OF PICK UP

The TOWN reserves the right to determine the frequency of pick up and the number and size of Containers needed at all Residential Service Units and Commercial Service Units within the TOWN'S corporate limits. The TOWN agrees not to designate more than three (3) sizes of Carts, which at this time are 95, 65 and 35 gallon Carts. TOWN shall give at least thirty (30) days-notice

to CONTRACTOR of a change in Cart size; however, CONTRACTOR may continue to deploy existing Carts that are in their inventory. All new Carts thereafter shall be ordered in the size specified by TOWN.

If the TOWN determines that a change in frequency of service or Container size or number is necessary, the CONTRACTOR shall adjust the service accordingly. The Account Holder shall be responsible to pay for the adjusted service levels, whether increased or decreased.

3.8 MIXED USE PROPERTIES

3.8.1 **Defined** - The following terms are defined for purposes of this subsection 3.8 only:

- (a) *Mixed-use property* is defined as a property, which may contain more than one parcel or premises, containing both residential and non-residential uses. For the purposes of Solid Waste collection under this section, the non-residential uses shall not involve food sales or service.
- (b) *Small mixed-use property* is defined as a mixed-use property with a total area of 6,000 square feet or less.
- (c) *Large mixed-use property* is defined as a mixed-use property with a total area of greater than 6,000 square feet.

3.8.2 **Solid Waste and Bulk Waste Service** - As an alternative to the use of Dumpsters, property owners and tenants of mixed use properties may arrange for Solid Waste and Bulk Waste Collection as follows:

(a) *Small mixed-use property option.* The property owner or the single tenant of a small mixed-use property may arrange for a residential Cart that will also serve the non-residential use(s). Such owner or tenant shall be charged the residential Cart rate in Exhibit 1 in those cases where the Garbage from the entire property can be accommodated in one residential Cart, without spillover. In the event additional Carts are required, they shall be provided at the commercial Cart rate applicable to similar volumes of Garbage. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

(b) *Large mixed-use property option.*

i. *Property owners.* The property owner of a mixed-use property in excess of a total area of 6,000 square feet may arrange for a single or multiple commercial containers that will also serve the residential use of the property, if the Container(s) is (are) of sufficient size to accommodate the joint usage without spillover. Such owner shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup.

ii. *Tenants.* The tenant of a mixed-use property in excess of a total area of 6,000 square feet, who leases both non-residential space and a residential dwelling on the property, may arrange for a single or multiple commercial containers to serve both his or her residential and non-residential Garbage disposal needs, if the Container is of sufficient size to accommodate the joint usage without spillover. Such Tenants

shall be charged the commercial Container rate. Bulk Waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly. Upon request to Contractor for the service, the service will be provided at the next regularly scheduled pickup

- 3.8.3 **Other Requirements.** Mixed Use Properties opting to use Containers shall be governed by the in the same manner as similar customers for the disposal of Christmas trees, Container repair or replacement, and placement of Carts.

SECTION 4: EDUCATION SERVICES

The CONTRACTOR shall provide the following public education services about the TOWN'S Solid Waste, Bulk Waste, and Recycling Services. The CONTRACTOR shall be responsible for all expenses associated with the notices and educational services required herein. All notices, educational materials, and educational services shall be approved by the Town Manager prior to being printed and used by the CONTRACTOR.

4.1 Annual Notice To Customers

The CONTRACTOR shall design, print, and distribute an annual notice to all Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service.

4.2 NOTICES TO NEW CUSTOMERS

The CONTRACTOR shall design, print, and distribute a notice to new Residential and Commercial Customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service. The notice shall be sent out not later than thirty (30) days after service begins.

4.3 NON-COLLECTION NOTICE

The CONTRACTOR shall not be required to collect any Solid Waste, Bulk Waste, or Recyclable Materials, within reason, which does not meet the requirements in this Agreement. The CONTRACTOR shall collect that portion of Solid Waste, Bulk Waste, or Recyclable Materials that meets the set-out requirement, and shall affix to the improper Garbage Can, Container, Bag, or other material a Non-Collection Notice explaining why Collection was not made. The TOWN shall approve the design of said notice and the cost of printing said notice shall be borne by the CONTRACTOR. The CONTRACTOR shall maintain a record of the address of any Customer where Solid Waste, Bulk Waste, or Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.

SECTION 5: HOURS OF COLLECTION, SCHEDULES, AND ROUTES

5.1 RESIDENTIAL SERVICES

Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., local time, and terminating no later than 6:00 p.m., local time, Monday through Saturday, with no service on Sunday.

5.2 COMMERCIAL SERVICES

Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 7:00 a.m., local time, and 6:00 p.m., local time, Monday through Saturday and between the hours of 8:00 a.m., local time, and 6:00 p.m., local time, on Sunday.

5.3 EXTENDED COLLECTION HOURS/DAYS

The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the TOWN.

5.4 QUIET ENJOYMENT

The receipt by the TOWN of a complaint pattern referencing noise or disturbances that occurred during the operating hours set forth in this Section shall be prima facie evidence of “disturbances” and the CONTRACTOR shall adjust the Commercial Service hours at such identified locations as the TOWN shall direct the CONTRACTOR in writing. The adjustment of such hours shall not result in a rate change for the CONTRACTOR.

5.5 SCHEDULES AND ROUTES

The CONTRACTOR shall submit proposed changes to routes and schedules to be approved by the Town Manager no later than ninety (90) calendar days prior to the proposed effective date of the change.

In the event of a temporary change in residential routes or schedules that will alter the day of Collection, the CONTRACTOR shall have said changes approved by the Town Manager at the earliest practical date. The CONTRACTOR shall bear all expenses for public education in the event of a change in residential routes (i.e. preparation of news releases, postage, copies, etc.).

The TOWN reserves the right to deny the CONTRACTOR’S vehicles access to certain streets, bridges, and public ways, inside the TOWN or outside the TOWN in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. The CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

5.6 HOLIDAY PICK-UP SCHEDULE

Christmas is designated as a Holiday. The CONTRACTOR is not required to provide Solid Waste Cart, Bulk Waste, or recycling collection or maintain office hours on a Holiday. The TOWN reserves the right to add or delete designated holidays for the duration of this Agreement.

5.5.1 If Solid Waste Cart collection falls on a Holiday, then Solid Waste carts shall be collected on the Customer’s next regularly scheduled pick-up day after the Holiday.

5.5.2 If recycling Cart collection falls on a Holiday, then recycling carts shall be collected on the Customer’s Solid Waste collect date **earlier in the** within that week. For example, if the

Customer's Solid Waste Cart is collected on Monday and Thursday and the Holiday is on ~~Thursday~~ Monday, then the recycling Cart shall be collected ~~Monday~~ Thursday ~~on~~ of that Holiday week.

- 5.5.3 If Bulk Waste collection falls on a Holiday, the CONTRACTOR shall schedule Bulk Waste collection one week after the Holiday.
- 5.5.4 Dumpster collection shall not be affected by Holidays; however, nothing herein prevents the CONTRACTOR for making alternative arrangements for Holiday collection of dumpsters.

SECTION 6: CHARGES AND RATES

6.1 COLLECTION SERVICES

The CONTRACTOR shall be responsible for the establishment of all collection service accounts, billing and collection of payments for all accounts in accordance with the Collection Rates as they may subsequently be adjusted pursuant to this Agreement. Town shall bear no responsibility for unpaid accounts and CONTRACTOR may not terminate, suspend, or interrupt service based upon non-payment.

In the event of non-payment by a Customer, CONTRACTOR may pursue all legally available means for collection. In the event of non-payment by a Customer, CONTRACTOR, as its sole and exclusive remedy from the TOWN, shall (in writing) provide the name, address and amount of nonpayment to the TOWN and TOWN shall use its code enforcement prosecution ~~process~~ to attempt to collect the amount of the non-payment. Any amounts so collected by the Town, representing the amount of the nonpayment, shall be provided to the CONTRACTOR upon receipt by the TOWN. The TOWN ~~shall~~ not be responsible or liable in any way whatsoever, for any unpaid bills or for its inability to collect unpaid accounts and the TOWN shall not be required to foreclose on any code enforcement liens for unpaid service, though it may, at its sole option, undertake such action. CONTRACTOR shall be responsible for all costs incurred in the collection of Solid Waste and other materials as required herein, including but not limited to, cost of equipment, employees and related costs, disposal fees, fuel and maintenance, administration, and all other costs incurred in the provision of the required services. The TOWN shall bear no responsibility for any costs unless specifically and expressly provided for herein. The Account Holder's only obligation shall be to pay the charges set forth in the appropriate Exhibits setting forth charges or as otherwise specifically and expressly set forth herein.

6.2 SPECIAL COLLECTION SERVICES

The CONTRACTOR shall be responsible for the billing and collection of payments for Special Collection Services. Rates for Special Collection Services are set in Exhibit 6 for the term of the Agreement and are not subject to annual rate increases.

Special Collection Services for current and future TOWN facilities shall be provided at the request of the TOWN ~~facilities~~ and at the expense of the CONTRACTOR.

6.3 CHANGE IN BILLING PRACTICES; DISPOSAL FEES

- 6.3.1 The TOWN reserves the right at any time to change billing and collections responsibilities for Residential and Commercial accounts. To the extent that TOWN elects to assume billing and collections responsibilities for Residential and or Commercial accounts, the CONTRACTOR will compensate TOWN for providing such service in the form of a monthly administrative fee equal to ten percent (10%) of the Collection element of the Rates shown in the then current Collection Rates.
- 6.3.2 The TOWN reserves the right at any time to elect to pay Disposal Charges directly for Solid Waste disposed through Cart Service, Dumpster Service, or both. Upon written notice to the Contractor of the Town's intent to pay for Disposal Charges for a particular class of Customer and on the date set forth in the notice, the CONTRACTOR shall be responsible for reimbursement to the Town as set forth below.
- 6.3.2.1 Cart Service. CONTRACTOR shall submit to TOWN all revenues collected from the Disposal Fee component of the Collection Rates within thirty days of collection.
- 6.3.2.2 Dumpster Service. Since there is no Disposal Fee component in the Dumpster Collection Rate, the amount submitted to TOWN shall be calculated based on the percentage of the Disposal Charge to the total Collection Rate for the previous twelve months.

6.4 APPROVED COLLECTION RATES

The rates shown in the Collection Rate Exhibits shall apply to all Residential Service Units and Commercial Service Units within the corporate limits of the TOWN.

6.5 FRANCHISE FEES AND ADMINISTRATIVE FEE

- 6.5.1 In consideration of the privilege granted to the CONTRACTOR to use and occupy the streets, alleys, bridges, easements, and other public places of the TOWN, pursuant to this Agreement and the right to charge the fees set forth herein, the CONTRACTOR shall pay to the TOWN a Franchise Fee for all services CONTRACTOR provides under this Agreement within the TOWN'S municipal corporate limits. Franchise Fees for Residential Collection Services shall be established equal to three point seventy six percent (3.76%) of gross revenues. Franchise Fees for Commercial Collection Services shall be established at ten percent (10%) of gross revenues. CONTRACTOR shall submit payment to the TOWN monthly for the duration of this Agreement, as amended from time to time. Franchise fees are included in the Collection Rates set forth in the Exhibits but CONTRACTOR may show the Franchise Fee separately on the Customer's bill.
- 6.5.1.1 CONTRACTOR shall submit to the TOWN on a monthly basis, the payment of the Franchise Fee and a financial statement setting forth the computation of Gross Revenues used to calculate the Franchise Fee for the preceding month and a detailed explanation of the method of computation that is acceptable to the TOWN Finance Director. The CONTRACTOR'S chief Financial Officer or designee shall certify the statement financial. The CONTRACTOR will bear the cost of the preparation of such financial statements.

6.5.1.2 Subject to applicable law, the acceptance by the TOWN of any Franchise Fee payment shall not be construed, as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the TOWN may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee, or assessment.

6.5.2 In addition to the Franchise Fee provided for in Section 6.5.1, an Administrative Fee equal to three point seventy six percent (3.76%) of the gross revenue, excluding Franchise Fees, from single family/duplex residential collection services shall be paid TOWN at the time of collection. Example: A single family accounts pay \$15 per month plus \$0.56 in Franchise Fees for a total of \$15.56. The Administrative Fee is calculated on the \$15 and not the on the total of \$15.56. The financial statement required in 6.5.1.1 shall include the documentation necessary to verify the Administrative Fee payment.

6.6 ADDITIONAL SERVICES

6.6.1 As determined by the Town Commission, the TOWN may provide additional Solid Waste services such as, but not limited to, recycling incentive programs and related education services. At the TOWN's option, it may increase the monthly Collection Rate for various classes of Customers to fund these additional services. For as long as CONTRACTOR does the Solid Waste billing, upon receipt, CONTRACTOR shall pay to the TOWN at the end of each month, the increased amount collected for these additional services.

6.6.2 Upon request by TOWN, CONTRACTOR shall provide once per month electronic waste collection from residents at no additional cost to TOWN or residents.

6.7 RECYCLING REVENUES

The TOWN shall retain all sums received from the sale of Recyclable Materials as a result of the CONTRACTOR'S provision of Recycling services for all Residential Service Units, Community Events, and TOWN facilities. CONTRACTOR shall take all steps necessary to ensure that payments from the Designated Recycling Facility resulting from the sale of Recyclable Materials are paid directly to the TOWN and not the CONTRACTOR. The CONTRACTOR shall maintain proper and accurate records to reflect the weight, by sort category, of the Recyclable Materials recovered each month, including copies of receipts from the Designated Recycling Facility.

6.8 Changes To Exhibits To Reflect Changes In Rates

The Collection Rates provided herein are subject to change as set forth below. The Exhibits to this Agreement stating the rates to be charged hereunder shall be amended to reflect changes in the Disposal Charge and in the Consumer Price Index, as provided in this Section. The amended Exhibits shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

6.8.1 Disposal Fee Adjustment

~~6.8.1.1~~ Upon the written request of either the CONTRACTOR or TOWN, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for a Disposal Fee adjustment, the Disposal Fee component of the Monthly Collection Rate (as set forth in the Exhibits to this Agreement) shall be adjusted, on the first of the

month closest to the effective date of such change in Disposal Rate(s) or 60-days of after the request, whichever is later. The change shall reflect the percentage change (either an increase or decrease) in the Disposal Rate. If a proposed change in the Disposal component is approved by the Town Manager, then such change shall be reflected on an amended exhibit as set forth in this subsection.

6.8.2 CPI INCREASE.

Upon the written request of either the CONTRACTOR or TOWN, and once documentation demonstrating the basis for a CPI adjustment has been submitted acceptable to the Town Manager, the Collection component of the monthly collection rate shall be adjusted, effective October 1 of each year, or 60-days after the request, whichever is later, to account for the change in the annual Consumer Price Index, from the previous period from June 1 to May 31 prior to the October 1 adjustment date, based on the All Urban Consumers, Miami/Fort Lauderdale Region. No CPI adjustment shall be greater than five percent (5%). When the proposed change in the Collection component is approved by the Town Manager, the appropriate Exhibit to this Agreement shall be amended as provided for in this subsection.

SECTION 7: SERVICES TO TOWN

7.1 TOWN FACILITIES AND PROPERTY

The CONTRACTOR shall provide Solid Waste Collection, Bulk Waste Collection, Roll-Off Collection and Recycling Collection and disposal to all current and future TOWN owned and/or operated facilities and property, or project sites without charge to the TOWN. Containers, Dumpsters, and Roll-Offs shall be furnished and maintained by the CONTRACTOR at no charge to the TOWN. The size of the Containers, Dumpsters, and Roll-Offs and the frequency of pick-up service for said facilities shall be at such intervals as determined by the TOWN.

7.2 TOWN SPONSORED SPECIAL EVENTS

The CONTRACTOR shall provide Solid Waste and Recycling Containers, portable toilets and/or Roll-offs, as well as Collection of receptacles, for up to a maximum of twelve (12) Town Sponsored Special Events per year for the term of the Agreement at no cost to the TOWN or Special Event co-sponsors. The CONTRACTOR shall remove said receptacles on an on-call basis. The TOWN shall determine the size and number of said receptacles to be provided by the CONTRACTOR. The CONTRACTOR shall be responsible for the expenses of Containers, portable toilets and/or Roll-offs rental and maintenance, Collection, Disposal Charges, and all other related expenses incurred for the Town Sponsored Special Events.

SECTION 8: EMERGENCY SERVICE PROVISIONS

8.1 SUSPENSION OF COLLECTION SERVICES

~~8.1.1~~—In an emergency event such as a hurricane, tornado, major storm, natural or manmade disaster, or other such event, the TOWN may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the TOWN when it is anticipated that normal routes and schedules can be resumed.

~~8.1.2 — If collection services are suspended and if the Town provides storm debris collection, normal bulk trash collection by CONTRACTOR shall resume after the Town has collected storm debris, which for a significant storm events shall mean two collections by Town.~~

8.2 EMERGENCY EVENTS CLEAN-UP

The clean-up from emergency events is not exclusive to this Agreement. The TOWN reserves the right to select the CONTRACTOR and/or another agency and/or company to perform the clean-up from emergency event(s). The CONTRACTOR shall, by request of the TOWN, work jointly with other agencies and/or companies during emergency events. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours, and other documented expenses.

8.3 EMERGENCY PREPAREDNESS PLAN AND SERVICE RATES

In the event that the CONTRACTOR wants to propose changes in CONTRACTORS' Emergency Preparedness Plan (**Exhibit 7**), CONTRACTOR shall submit such changes to the TOWN by April 15th of any year, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for the changes, the changes shall normally be effective the following October 1st unless an earlier date is approved by the Town Manager. The rates and fee schedule in the Plan must be reasonable and within market rates. In no event shall the rates change by more than the CPI adjustment provided for in Section 6.8.

The CONTRACTOR shall perform debris removal services when requested by the TOWN. The CONTRACTOR shall begin to assist the TOWN to clear roads and remove storm debris with heavy equipment within twenty-four (24) hours after the event passes if provided written authorization and direction from the Town Manager or designee. The CONTRACTOR shall begin a significant effort to remove vegetative and construction and demolition materials debris within seventy-two (72) hours after the event passes, provided the CONTRACTOR has received written authorization and approval from the Town Manager or designee. The equipment and manpower resources and other particulars will be identified in the Emergency Preparedness Plan. CONTRACTOR shall be responsible for the preparation of all documents and forms and support information required by Federal Emergency Management Agency (**FEMA**). The CONTRACTOR within the time limits established by FEMA for such filings shall submit such documents, forms and information to the TOWN. CONTRACTOR shall refund to TOWN any payment to CONTRACTOR that is otherwise qualified for reimbursement but is rejected by FEMA due to the CONTRACTOR provided documentation.

8.4 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES

The Emergency Service Rates provided herein are subject to change as set forth above. The Exhibit to this Agreement stating the rates shall be amended to reflect changes as provided in this Section. The amended Exhibit shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement.

SECTION 9: CONTRACTOR'S RELATION TO TOWN

9.1 CONTRACTOR REPRESENTATIVE AVAILABILITY

The CONTRACTOR shall cooperate with the TOWN in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. As such, the CONTRACTOR shall have a competent and reliable representative on duty that is authorized to receive orders and to act on its behalf. The CONTRACTOR agrees that the TOWN shall have twenty-four (24) hour access to said representative. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S said representative(s) shall not meet the requirements of this Section.

9.2 INDEPENDENT CONTRACTOR

It is expressly agreed and understood that CONTRACTOR is in all respects an independent CONTRACTOR as to the work. Even though in certain respects, CONTRACTOR may be required to follow the direction of the Town Manager or the TOWN'S designated representative, the CONTRACTOR is in no respect an agent, servant, or employee of the TOWN.

9.3 SUPERVISION OF AGREEMENT PERFORMANCE

The Town Manager, or the TOWN'S designated representative, is hereby designated as the public official responsible for the administration of this Agreement by the TOWN, and, in such capacity, they are charged with the overall, general supervision of CONTRACTOR'S performance hereunder. CONTRACTOR shall diligently work with the Town Manager or the TOWN'S designated representative, to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance.

9.4 WEIGHT TICKETS

The CONTRACTOR shall retain the weight ticket from the Designated Disposal Facility for the Collection of Solid Waste, Bulk Waste, or other materials from Residential Service Units or Commercial Service Units delivered from the TOWN and the weight tickets from the Designated Recycling Facility for the Recyclable Materials delivered from the TOWN for review by the TOWN upon reasonable notice according to the requirements of Sec. 9.6. Said data shall be reviewed at CONTRACTOR'S offices. If the CONTRACTOR fails to provide the above data or additional data requested by the TOWN, the TOWN reserves the right to impose a penalty or withhold payment for services as provided in the Agreement or to terminate this Agreement.

9.5 REPORTS

- 9.5.1 **Monthly Complaints and Missed Collection.** CONTRACTOR shall maintain an accurate and up-to-date log of date, time, and address of all complaints received and missed Collections, the disposition thereof, actions taken to resolve the complaints or missed Collections, and the date and time the complaints or missed Collections were resolved. The CONTRACTOR shall provide the complaint log to the TOWN in the form of a monthly report in Microsoft Excel or an alternative computer program selected by the TOWN, no later than the fifteenth (15th) day of each month, or upon request by the TOWN.
- 9.5.2 The TOWN reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to the CONTRACTOR. The TOWN reserves the right to impose a penalty in these cases. If the CONTRACTOR fails to provide the above

data, or additional data requested by the TOWN, the TOWN reserves the right to withhold payment for services or impose the penalty provided in Sections 11.

9.5.3 The CONTRACTOR shall provide TOWN a semi-annual fiscal year reports (submitted by April 30) and an annual report (submitted by October 31st) that includes, but not limited to, tonnage collected per week by Customer type for the different types of services provided and the number of accounts by type.

9.5.4 TOWN may require other reports that may be reasonable necessary for the management of the TOWN Solid Waste system.

9.6 RECORDS, AUDIT AND INSPECTION OF WORK RIGHTS

The CONTRACTOR shall keep books and records utilizing a computerized record-keeping program and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to services provided and fees charged pursuant to this Agreement. Such records shall include complete and legible daily attendance and enrollment records.

Upon providing reasonable notice, such books and records will be available at all reasonable times for examination and audit by the TOWN and its representatives, and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records may be grounds for disallowance by the TOWN of any fees or expenses based upon such entries.

9.7 FACILITY INSPECTION RIGHTS

The TOWN may, at reasonable times during the term hereof, inspect the CONTRACTOR'S facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by the CONTRACTOR under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. The CONTRACTOR shall make available to the TOWN all facilities and assistance to facilitate the performance of inspections by the TOWN'S representatives.

9.8 LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO UNUSUAL CIRCUMSTANCES

It is expressly agreed that in no event shall the TOWN be liable or responsible to the CONTRACTOR, or to any other person, on account of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the TOWN or the CONTRACTOR, or on account of any delay from any cause over which the TOWN has no control. The CONTRACTOR shall not be responsible for delays or non-performance of the terms and provisions of this Agreement where such delays or non-performance are caused by events or circumstances beyond the control of the CONTRACTOR. The CONTRACTOR shall not be entitled to compensation for such period of time as the delay or non-performance shall continue, but will be entitled to pro-rata compensation once said work has been completed. In the event of a strike of the employees of CONTRACTOR, or any other similar labor dispute which makes performance of this Agreement by the CONTRACTOR substantially impossible, CONTRACTOR agrees that the TOWN shall have the right to call the bond hereinafter described within one (1) week of such action and engage another person, firm, town attorney or corporation to provide necessary services with the bond proceeds applied to pay any difference between the Agreement

price in effect and the costs charged by the successor company. In the event the bond is called, the TOWN will first call and use the cash/surety bond posted by the CONTRACTOR.

9.9 BREACH OF AGREEMENT

If, in the opinion of the Town Manager, or the designated TOWN representative, there has been a material breach of Agreement, the Town Manager, or designated TOWN representative, shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. —If, within a period of ten (10) calendar days from the date of CONTRACTOR’S receipt of the notice, the CONTRACTOR has not eliminated or otherwise cured the conditions considered to be a breach of Agreement, the Town Manager shall so notify the Town Commission in writing, and a public hearing shall be set for a date within fifteen (15) calendar days of such notice to the Town Commission. On the date of the hearing, the Town Commission shall hear from the CONTRACTOR and the Town Commission shall make a final determination as to whether or not there has been a breach of Agreement and direct what further action shall be taken by the TOWN, as hereinafter provided. Pending resolution of the alleged breach, the provisions of Section 20 shall govern the CONTRACTOR.

9.10 TERMINATION

If the CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, for any cause not excused as provided herein, and the Town Commission makes a final determination that a breach has occurred, and if the CONTRACTOR fails to cure such default within five (5) Business Days after the receipt of such notice from the Town Commission, the TOWN may thereupon, by action of the Town Commission, declare the Agreement terminated and in default. Upon such declaration of cancellation or breach, the TOWN may take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. The CONTRACTOR shall pay the TOWN for any payments due for services rendered by the CONTRACTOR prior to termination of the Agreement. Such cancellation of the Agreement shall not relieve the CONTRACTOR or the cash/surety of liability for failure to faithfully perform this Agreement, and, in case the expense incurred by the TOWN in performing or causing to be performed the work and services provided for in said Agreement shall exceed the sum which would have been payable under this Agreement, then the CONTRACTOR, and the cash/surety, to the extent of its obligation, shall be liable to the TOWN in the amount of any such expenses in excess of the Agreement price. The TOWN may apply the cash bond in its possession toward any and all damages incurred as a direct or indirect result of failure by the CONTRACTOR to properly perform its obligations under this Agreement and it may look to the cash/surety, the CONTRACTOR and any guarantor for additional damages. The CONTRACTOR’S cash/surety or security will not be released until such time as the term of this Agreement otherwise expires.

9.11 DELINQUENT PAYMENTS

The TOWN is entitled to a late fee for any payment due the TOWN that is delinquent more than 10- calendar days. 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.)

SECTION 10: CUSTOMER RELATIONS

10.1 CUSTOMER OFFICE HOURS

The CONTRACTOR shall take all reasonable steps and do all things necessary to ensure good and harmonious Customer relations in the TOWN. The CONTRACTOR agrees that it shall have telephone service via a non-toll call from the TOWN. The non-toll telephone service shall be listed in the name in which the company is doing business as the CONTRACTOR. The CONTRACTOR'S employee(s), whom shall be familiar with the TOWN, shall staff the telephone service from 7:00 a.m., local time, till 5:00 p.m., local time, Monday through Friday and Saturday from 7 a.m. until 12:00 p.m., and Saturday Emergency Contact from 12:00 p.m. to 6:00 p.m. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR'S employee(s) shall not meet the requirements of this Section.

10.2 MISSED COLLECTIONS

If the Collection of any Residential Service Unit or Commercial Service Unit is missed during the regular route Collection, the CONTRACTOR shall ensure that the missed Collection shall be picked up on the same day if CONTRACTOR becomes aware of the missed collection or if notification was received by the CONTRACTOR before 12:00 p.m., local time, otherwise the missed Collection shall be picked up before 12:00 p.m., local time, on the next Work Day.

Any deviation from the requirements of this provision must be approved by the Town Manager, or the TOWN'S designated representative. If the CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Agreement, the TOWN reserves the right to ensure that the Collection is made, either with its own workforce or an outside source, and to charge all costs, plus reasonable overhead, to the CONTRACTOR in the manner deemed to be in the best interest of the TOWN. Such a manner may include, but is not limited to, withholding the amount of the costs, plus reasonable overhead, from any monies owed to the CONTRACTOR.

The CONTRACTOR shall not be required to collect Solid Waste or Bulk Waste material from curbside that is non-conforming; however, in each such case, the CONTRACTOR shall notify each resident by using a Non-Collection Notice which can be a sticker, tag, or door hanger, in a form approved by the TOWN, notifying the resident of the problem and how the Customer needs to correct the problem. The CONTRACTOR shall then notify the TOWN of the location every time a non-conforming location is noticed.

10.3 SPILLAGE AND LITTER

The CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Containers, or Roll-off Containers caused by the carelessness of the Customer; however, the CONTRACTOR shall clean up any, and all, Solid Waste, Bulk Waste, Recyclable Materials, or other refuse materials including leakage of fluids spilled from Containers, Dumpsters, Roll-off Containers, Recycling Bins, Recycling Containers, and Collection vehicles by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S employees. During transport, all Solid Waste, Bulk Waste, and Recyclable Materials shall be contained, covered, or enclosed so that leaking, spilling, and blowing of the Solid Waste, Bulk Waste, and Recyclable Materials is prevented. The CONTRACTOR shall be responsible for the cleanup of any spillage or leakage caused by the CONTRACTOR, CONTRACTOR'S vehicles, or the CONTRACTOR'S

employees. Said cleanup shall be completed at the CONTRACTOR(s) expense within four (4) hours of CONTRACTOR becoming aware of the spillage or leakage.

SECTION 11: PENALTIES

Based upon an investigation, the Town Manager shall determine whether penalties shall be assessed against the CONTRACTOR for failure to comply with provisions described in the Agreement. Factors to be considered include, but are not limited to, acts of God, repeated occurrences of similar types, witnesses, and documentation of the incident. -The Town Manager, in consultation with the Town Attorney, shall make the determination as to when repeated occurrences of failure to comply with the provisions of the Agreement arise to a material breach of the Agreement pursuant to section 9.9.

The CONTRACTOR shall have five (5) Calendar Days from the date of the written notice to CONTRACTOR to file a written letter of protest with the Town Manager. If the protest is filed within five (5) Calendar Days excluding Saturday and Sunday, the Town Manager, or individuals appointed by the Town Manager, shall conduct a formal review of each filed protest. The determination of the Town Manager and/or her designated representative shall be final.

Failure by the CONTRACTOR to remedy the cause of any complaint within the time indicated, failure to comply with Agreement provisions, or performance failures shall result in the Town Manager imposing penalties, or any other legal means available. Verified complaints of sloppy service provided by CONTRACTOR, including, but not limited to Solid Waste, Bulk Waste, and Recyclable Materials being left in the roadway or ~~Carts~~ **Garbage Cans** ~~Carts~~ not being returned to the point of Collection shall be resolved by the CONTRACTOR on the day of the verified complaint. Penalties are as set forth below:

- 11.1 **Spillage and Litter** – Failure to clean up spilled material from loading and/or transporting. Each failure shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00).
- 11.2 **Collection Misses** – Failure or neglect to collect properly prepared Solid Waste, Yard Waste, Bulk Waste, or properly prepared Recyclable Materials from any Customer on the regular scheduled Collection day. Each failure shall result in the imposition of a One Hundred Dollar (\$100.00) penalty. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) each day.
- 11.3 **Route Completion** – Failure or neglect to complete each route (including missing whole streets) on the regularly scheduled Collection day according to the time schedule in Sections 5.1 or 5.2. Each failure shall result in the imposition of a Five Hundred Dollar (\$500.00) penalty each day, in addition to the penalty assessed for the individual Collection misses. An extension of time authorized by the TOWN pursuant to Section 5.3 shall not be considered a failure to complete a route.
- 11.4 **Mixing Materials** – Mixing Recyclables with Solid Waste, or any other material intended to be collected separately, during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00) for each instance.
- 11.5 **Mixing Commercial and Residential Program Recyclables** – Mixing Commercial Program Recyclables and Residential Program Recyclables during Collection ~~or tipping at the Designated Recycling Facility~~ shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00).

- 11.6 **Customer Complaints other than Collection Misses** – Failure to resolve complaints other than Collection misses within the time provided in the Agreement or for all other complaints within five (5) Work Days from the day of notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each instance and \$10 per day starting on the sixth (6th) day.
- 11.7 **Disposing at Non-Designated Disposal Facility** – Failure to dispose of Solid Waste, Yard Waste, Bulk Trash or Recyclable Materials collected in the TOWN as required by Section 3.6.3.5 of this Agreement or as directed by TOWN shall result in the imposition of a Two Thousand Dollar (\$2,000.00) penalty for each instance; each instance shall mean each day of collected Waste or Recyclable Materials that is not disposed of pursuant to Section 3.6.3.5 or as directed by TOWN.
- 11.8 **Chronic Complaint Problems** – Failure or neglect to correct chronic problems (chronic shall mean three (3) or more similar verifiable complaints within a rolling twelve (12) month period) in any category of service shall result in the imposition of a Two Hundred Fifty Dollars (\$250.00) penalty for each occurrence after the third verifiable complaint. Each day that a chronic problem is not corrected is considered to be a new occurrence.
- 11.9 **Chronic Equipment Problems** – Failure or neglect to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem within a rolling twelve (12) month period) shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each occurrence after the third occurrence. Each day of a chronic equipment problem is considered an occurrence.
- 11.11 **Miscellaneous Deficiencies and Infractions** – A penalty in the amount of One Hundred Dollars (\$100.00) may be levied by the Town Manager for the following deficiencies and infractions: failure to maintain equipment in a clean, safe, and sanitary manner; failure to have vehicle operators properly licensed; failure to maintain office hours as identified in the Agreement; failure to properly cover materials in Collection Vehicles; and failure to comply with the hours of operation as identified in the Agreement.
- 11.12 **CONTRACTOR Reports** – Failure to provide the reports required by the Agreement as provided in Section 9 subsequent to the Transition Period. For each day of delay, a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) shall be assessed. In addition, the TOWN shall withhold payment for services until receipt of reports.
- 11.14 **Post Disaster/Storm Cleanup** – Unless waived by the TOWN MANAGER, failure of the CONTRACTOR to begin a good faith effort to remove vegetative materials and construction and demolition debris within twenty-four (24) hours after the storm event passes and failure to begin a significant effort to remove vegetative materials and construction and demolition debris within seventy-two (72) hours after the storm event, provided the CONTRACTOR has first secured written authorization and approval from the Town Manager. A penalty in the amount of Five Thousand Dollars (\$5,000.00) will be assessed each day for each infraction.

SECTION 12: RESERVED**SECTION 13: PERFORMANCE BOND AND CORPORATE GUARANTY**

- 13.1** The CONTRACTOR shall furnish at its own cost, to the TOWN, an irrevocable Performance Bond, in form and content approved by the TOWN Attorney for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of One Million Dollars (\$1,000,000.00)

Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed twenty percent (20%) of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Agreement, and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the TOWN and upon agreement of the TOWN.

Maintenance of said bond and the performance by the CONTRACTOR of all of the obligations under this paragraph shall not relieve the CONTRACTOR of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The Performance Bond may be "called" in the event of any default hereunder by the CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the TOWN against the CONTRACTOR for breach, default, or damages hereunder.

The TOWN reserves the right to increase the Performance Bond amount in the event of a change in the Designated Disposal Facility or due to the duration of the renewal periods.

- 13.2** The CONTRACTOR shall cause to be obtained a corporate guaranty of PARENT COMPANY ("Guarantor"), whereby the Guarantor shall guarantee all of the obligations of the CONTRACTOR under this Agreement. The guarantee shall be in a form and content approved by the TOWN Attorney.

SECTION 14: EQUIPMENT AND PERSONNEL**14.1 VEHICLES AND COLLECTION EQUIPMENT**

The CONTRACTOR shall provide and maintain and have available at all times the necessary amount of Collection trucks and equipment to perform the work as specified herein. During severe storms and emergencies, the CONTRACTOR shall have sufficient vehicles, personnel, containers, etc. in order to meet the needs of the TOWN.

14.2 EQUIPMENT IN GOOD REPAIR

The CONTRACTOR shall use Collection vehicles within the TOWN that are professionally painted, with bodies that are watertight to a depth of not less than eighteen inches (18"), with solid sides, without body damage, solid tires as approved by the Florida Department of Transportation.

The average age of the CONTRACTOR'S Collection vehicles that are used within the TOWN shall not exceed four (4) years, with no vehicle over seven (7) years. All vehicles shall be equipped with operational radio transceiver capable of communicating with the CONTRACTOR'S dispatch from anywhere in the TOWN and cell phone. Each collection truck shall be equipped with a video recording system capable of recording vehicle speed, driver behaviors, accidents and collection of containers. Video recording shall be kept for at least 48 hours and made available to the TOWN upon its request. The CONTRACTOR shall provide sufficient equipment, in proper operating condition so regular schedules and routes of Collection can be maintained. Equipment is to be maintained in reasonable, safe, working condition.

Collection vehicles shall be painted with the company color scheme, with the name of the CONTRACTOR and the number of the vehicle printed in letters not less than four inches (4") high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned.

No advertising shall be permitted on Vehicles, Containers, or Roll-offs or any other equipment servicing the TOWN. The CONTRACTOR is required to keep Collection vehicles and Dumpsters cleaned and painted to present a pleasing appearance. The CONTRACTOR shall make available for approval by the TOWN a schedule showing the frequency of the cleaning and painting of the vehicles, the age, and miles of the vehicle.

Each non-packer Collection vehicle shall be equipped with a cover, which may be net with mesh, or tarpaulin, or fully enclosed top. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Facility, or when parked, if the contents are likely to be scattered if not covered.

Collection vehicles shall not be overloaded so as to scatter collected material, however, if material is scattered from the CONTRACTOR'S Collection vehicle for any reason, it shall be picked up immediately. Each Collection vehicle shall have a fork, shovel, and broom for this purpose. The CONTRACTOR'S Collection vehicles are not to interfere unduly with vehicular or pedestrian traffic and are not to be left unattended, and shall move with the traffic flow.

14.3 CONTRACTOR'S PERSONNEL

The CONTRACTOR shall assign a qualified person to be the Route Superintendent in charge of its operations within the TOWN, and shall give the name or names of the CONTRACTOR'S representatives to the TOWN. The CONTRACTOR shall also provide information regarding the experience of the CONTRACTOR'S representatives. The CONTRACTOR shall adhere to the following requirements:

14.3.1 Each driver shall, at all times, carry a valid Florida driver's license for the type of vehicle they are driving.

14.3.2 All employees and subcontractors of the CONTRACTOR shall be considered to be, at all times, the sole employees or subcontractors of the CONTRACTOR under its sole discretion and not an employee, subcontractor, or agent of the TOWN. The CONTRACTOR shall supply competent and physically capable employees and subcontractors. The TOWN may require the CONTRACTOR to remove any employee or subcontractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the TOWN.

- 14.3.3. The direction and supervision of Collection and disposal and salvage recycling operations shall be by competent, qualified, and sober personnel, and the CONTRACTOR shall devote sufficient personnel, time, and attention to the direction of the operation to assure performance satisfactory to the TOWN. All employees, subcontractors, superintendents, and workmen employed by the CONTRACTOR shall be careful and competent. The CONTRACTOR shall also provide uniforms that are clearly identified with the company name. Employees and subcontractors of the CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with the CONTRACTOR'S company name or logo, and appropriate footwear.
- 14.3.4. All employees or subcontractors used by the CONTRACTOR during the term of the Agreement shall be of a standing or affiliation that will permit the CONTRACTOR'S performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employee or subcontractor cause any disturbance, interference or delay to any work or service rendered to the TOWN or by the TOWN. In no case or in any circumstances will the employee or subcontractor conduct himself/herself negligently, disorderly, or dishonestly in the due and proper performance of the employee's duties. The CONTRACTOR shall see to it that his employees and subcontractors serve the public in a courteous, helpful, and impartial manner.
- 14.3.5. The CONTRACTOR'S employees shall follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. Anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.
- 14.3.6 In the event that the Town Manager becomes dissatisfied with the performance of any CONTRACTOR'S personnel, which includes employees, independent contractors, or subcontractors, performing services under this Agreement for any reason, the Town Manager shall provide written notification to CONTRACTOR. Upon receipt of such notification, CONTRACTOR shall transfer such person out of TOWN service at the earliest practical date, which shall not exceed fourteen (14) days from the receipt of the notice. TOWN retains the right to immediately request a transfer if, in the sole opinion of the Town Manager, the immediate transfer is in the best interest of the Town.
- 14.3.7 **Assignment and Subcontracting.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR, without the consent of TOWN, which consent may be withheld or conditioned in the sole and absolute discretion of TOWN. In addition, CONTRACTOR shall not subcontract any portion of the services required by this Agreement without the prior approval of the Town Manager, which shall be in her sole and absolute discretion, except as documented in the CONTRACTOR'S Proposal.

SECTION 15: WORKING CONDITIONS

15.1 COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS

The CONTRACTOR shall comply with all applicable County, State, and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect.

15.2 EEO STATEMENT

The CONTRACTOR agrees that it will not knowingly violate any applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

15.3 AMERICANS WITH DISABILITIES ACT COMPLIANCE

The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act, as amended from time to time.

15.4 FAIR LABOR STANDARDS ACT

The CONTRACTOR is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

SECTION 16: INSURANCE

Throughout the term of this Agreement, CONTRACTOR shall maintain insurance in the type and amounts and pursuant to the requirements set forth below. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of A-, in accordance with the latest edition of A.M. Best's Insurance Guide. The insurance coverage shall be primary insurance with respect to the CONTRACTOR, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance.

The insurance coverage shall include a minimum of:

- 16.1 Worker's Compensation And Employer's Liability Insurance:** Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
- (a) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident, Part A.
 - (b) Employers' Liability with a limit of One Million Dollars (\$1,000,000.00), Part B.
- 16.2 Comprehensive General Liability.** Comprehensive General Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with respect to CONTRACTOR. CONTRACTOR shall provide Ten Million Dollar (\$10,000,000.00) annual aggregate Comprehensive General Liability coverage. Coverage must be afforded on a form no more restrictive than the latest edition of the

Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Premises and/or Operations;
- (b) Independent Contractors;
- (c) Products and/or Completed Operations;
- (d) Explosion, Collapse, and Underground Coverages;
- (e) Broad Form Property Damage;
- (f) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement;
- (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability; and
- (h) TOWN and CONTRACTOR are to be expressly included as “Additional Insured” with respect to liability arising out of operations performed for TOWN and CONTRACTOR by or on behalf of CONTRACTOR and Emergency Service Provisions Subcontractors or acts or omissions of owner or CONTRACTOR in connection with general supervision of such operation.

16.3 Comprehensive Automobile and Vehicle Liability Insurance: This insurance shall be written in comprehensive form and shall protect the TOWN and the CONTRACTOR against claims for injuries to members of the public and/or damages to property of others arising from the CONTRACTOR’S use of motor vehicles or any other equipment and shall cover operations with respect to onsite and offsite operations. Insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Owned Vehicles; and
- (b) Hired and Non-Owned Vehicles.

16.4 Umbrella Liability, general aggregate of Ten Million Dollars (\$10,000,000.00).

16.5 Certificates of Insurance: Prior to commencement of any services hereunder, CONTRACTOR shall provide to the Town Manager, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall specifically name the TOWN as additional insured with respect to all required liability policies. The TOWN reserves the right to require the CONTRACTOR to provide endorsements, upon written request by the TOWN. If a policy is due to expire prior to the completion of the services hereunder, renewal Certificates of Insurance or policies shall be furnished prior to the date of their policy expiration.

Each policy shall be endorsed with a provision that not less than thirty (30) calendar days’ written notice shall be provided to the CONTRACTOR and the TOWN before any policy or coverage is

cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the TOWN Manager.

CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each insured or additional insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager.

All required insurance shall be evidenced by valid and enforceable policies issued by a company licensed to do business in the State of Florida and otherwise acceptable to the TOWN. The CONTRACTOR shall not cancel (or permit any lapse under) any policy of required insurance.

Each policy of required insurance shall:

- (i) contain the agreement of the insurer that the insurer shall not cancel or materially alter the same without thirty (30) calendar days prior written notice to TOWN except in the case of non-payment by the CONTRACTOR for which ten (10) calendar days' prior written notice will be provided to TOWN;
- (ii) provide for third party vicarious liability;
- (iii) delete the insured versus insured exclusion with respect to claims brought by the TOWN; and,
- (iv) be effective for a period from the date of this Agreement through at least one (1) year after completion of the Work provided hereunder, except for professional liability insurance which shall be effective for a period from the date of this Agreement through at least five (5) years after completion of the work provided hereunder.

The minimum coverages and time periods specified above are not intended, and shall not be construed, to limit any liability of the CONTRACTOR to TOWN under this Agreement. Neither party shall be liable to the other for loss or damage covered by insurance to the extent that insurance proceeds are actually available with respect to such loss or damage and to the extent that the applicable policies of such insurance include the waiver or subrogation (which the parties shall obtain if available without additional premium). CONTRACTOR is responsible for the payment of all deductibles in connection with any claims made under the insurance policies required by this Agreement. The cost of deductibles paid by CONTRACTOR shall be included in the cost of the service.

SECTION 17: PROPERTY DAMAGE

The CONTRACTOR shall be responsible for the repair, or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection service and caused by the CONTRACTOR or the CONTRACTOR'S representative.

SECTION 18: INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the TOWN and its officials, employees, and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees), or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property, or any such other claims arising out of, resulting from, or in connection with (i) the

performance or non-performance of the services contemplated by this Agreement which is, or is alleged to be, directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors (collectively referred to as "CONTRACTOR"), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default, or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, Federal or State, in connection with the performance of this Agreement. The CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, including any of them, from and against all liabilities which may be asserted by an employee or former employee of the CONTRACTOR, or any of its subcontractors, as provided above, for which the CONTRACTOR'S liability to such employee would otherwise be limited to payments under state Worker's Compensation or similar laws.

SECTION 19: ASSIGNMENT OF AGREEMENT; NON-TRANSFERABILITY

- 19.1** This Agreement, or any portion or interest herein, shall not, under any circumstances, be sublet, assigned, transferred, or otherwise encumbered by CONTRACTOR without the advance express, written consent of the TOWN, which may or may not be granted at the sole discretion of the TOWN.
- 19.2** In the event that the CONTRACTOR sells or otherwise disposes of any assets during the term of this Agreement, or CONTRACTOR is purchased by, or merged with, another corporate entity, it shall provide written notice of such to the TOWN. The TOWN has the sole discretion to determine whether the CONTRACTOR'S ability to perform its obligations under this Agreement has been affected or impaired by such sale or disposition of assets.

SECTION 20: OPERATIONS DURING DISPUTE

In the event that any dispute, arises between the TOWN and the CONTRACTOR relating to this Agreement performance or compensation hereunder, the CONTRACTOR shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the TOWN, regardless of such dispute.

The CONTRACTOR expressly recognizes the paramount right and duty of the TOWN to provide adequate Collection and disposal services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with the TOWN in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Broward County, Florida in an appropriate suit therefore instituted by it or by the TOWN.

Notwithstanding the other provisions in this Section, the TOWN reserves the right to terminate this Agreement at any time whenever the service provided by the CONTRACTOR fails to meet reasonable standards of the trade, after TOWN provides written notice to the CONTRACTOR pursuant to Section 9 of this Agreement. Upon termination, the TOWN may call the bond and apply the cash and surety bond

for the cost of service in excess of that charged to the TOWN by the firm engaged for the balance of the Agreement period.

SECTION 21: ORDINANCE

Nothing contained in any TOWN ordinance hereafter adopted, pertaining to the Collection of Solid Waste or the Collection of Recyclable Materials, shall in anyway be construed to affect, change, modify, or otherwise alter the duties, responsibilities, and operations of the CONTRACTOR in the performance of the terms of this Agreement, unless it is agreed to in writing by both the CONTRACTOR and the TOWN and this Agreement is amended accordingly.

SECTION 22: MODIFICATIONS TO THE CONTRACT

The TOWN shall have the power to make changes in this Agreement as the result of changes in law, Town Code, or both to impose new rules and regulations on the CONTRACTOR under this Agreement relative to the scope and methods of providing Collection Services as shall from time-to-time be necessary and desirable for the public welfare. The TOWN shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations, and obligations, financial or otherwise, of the CONTRACTOR.

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The CONTRACTOR agrees that the terms and provisions of Town Code as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of the CONTRACTOR located within the Service Area. In the event any future change in the Town Code materially alters the obligations of the CONTRACTOR, then the Collection charges established in this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event any future change in the Town Code materially alters the obligations of the either party, then this Agreement shall be revised. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event the parties cannot reach agreement to a modification to the contract provided for in this Section, then either party has the right to terminate this Agreement on one hundred and eighty (180) days written notice. This provision shall be liberally interpreted to achieve its expressed intent.

SECTION 23: RIGHT TO REQUIRE PERFORMANCE

The failure of the parties at any time to require performance of any provisions hereof shall in no way affect their rights thereafter to enforce same. No waiver of any breach of any provisions hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 24: LAW GOVERNING

The Agreement shall be governed and enforced pursuant to the laws of the State of Florida. Venue for any litigation shall be commenced in Broward County, Florida.

SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR hereby agrees to abide by and comply with all applicable Federal, State, County, Special District, and TOWN laws, statutes, codes, rules, and regulations. The CONTRACTOR and its cash/surety shall indemnify, defend, and hold harmless the TOWN, its Town Commissioners, its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders, or decrees, whether by itself or its employees. The CONTRACTOR shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

SECTION 26: SAVINGS CLAUSE

Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida or the TOWN, such provisions, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

SECTION 27: GENERAL

27.1 NO CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant, or lobbyist working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee, agent, consultant, or lobbyist working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement

without liability at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

27.2 NO WAIVER

No waiver by the TOWN of any term, covenant, or condition herein contained shall be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The rights and remedies created by this Agreement are cumulative, and are not intended to be exclusive. The use of one remedy under this Agreement shall not be taken to exclude or waive the right or use of another Agreement, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

SECTION 28: LEGAL REPRESENTATION

It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 29: FORCE MAJEURE

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of either party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, hurricanes, tropical storms and severe weather conditions affecting performance, floods, epidemics, war, riots. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefrom and to resume the work as soon as reasonably possible with the normal pursuit of the work.

The acts or omissions of subcontractors, third-party contractors, materialmen, suppliers or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the force majeure event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within 24 hours after such an occurrence. The CONTRACTOR shall use all reasonable efforts to minimize such delays. The CONTRACTOR shall promptly provide an estimate as to the resumption of work.

SECTION 30: MISCELLANEOUS**30.1 CONFLICT**

Neither CONTRACTOR nor its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

CONTRACTOR shall not 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 during the term of this Agreement.

CONTRACTOR agrees that 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.

30.2 MODIFICATION

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and, subject to Section 6.8 and Section 22, it shall not be considered amended, modified, altered, or changed in any respect unless approved by the parties set forth in writing and signed by the parties hereto, subject to the requirements in Ordinance No. 2017-06.

30.3 TRADE SECRET INFORMATION

Documents, records, routing, charges, and pricing of the CONTRACTOR that the CONTRACTOR advises the TOWN are trade secret information of the CONTRACTOR, are exempt from disclosure pursuant to Section 815.045, Florida Statutes, as may be amended from time to time, unless in the sole opinion and judgment of the Town Attorney such documents and records are not within said statutory exemption.

30.4 NOTICE

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission and verbal confirmation of receipt of facsimile by the receiving party, 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 CONTRACTOR and the TOWN designate the following as the respective places for giving of notice:

As to TOWN: Town Manager
Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, Florida 33308-3610
Telephone: (954) 640-4200
Facsimile: (954) 776-1857

Copy to: Town of Lauderdale By-The-Sea
4501 Ocean Drive
Lauderdale By-The-Sea, Florida 33308-3610
Telephone: (954) 640-4200
Facsimile: (954) 776-1857

As to CONTRACTOR: Regional Vice President
Waste Pro
17302 Pines Boulevard
Pembroke Pines, FL 33029
Telephone: (954) 967-4200
Facsimile: (954) 241-4489

Copy to: Waste Pro of Florida, Inc. General Counsel
2101 West State Road 434, Suite 305
Longwood, Florida 32779-5053
Telephone: (407) 868-8800
Facsimile: (407) 869-8884

30.5 PUBLIC RECORDS

The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- (a) 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.
- (b) 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.
- (c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- (d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the 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.
- (e) 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 954-640-4200, TownClerk@LBTS-fl.gov, fl.govFedraa@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

30.6—SCRUTINIZED COMPANIES

- (a) CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- (b) If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- (c) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- (d) 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.

30.7 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

Attest:

TOWN OF LAUDERDALE BY-THE-SEA

Tedra AllenAllenSmith, Town Clerk

By: _____
Chris Vincent, Mayor

____th day of _____, 2019

By: _____
William Vance, Town Manager

By: _____
Tony Bryan, Finance Director

Approved as to form and legality:

By: _____
Susan Trevarthen, Town Attorney

File:

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CONTRACTOR
Waste Pro USA, Inc.

WITNESSES:

Signature

Print Name and Title

_____ day of _____, 2019

BY: _____
Signature

Russell Mackie, Regional Vice President

_____ day of _____, 2019

ATTEST:

SECRETARY

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2019.

My Commission Expires:

Signature of Notary Public

Printed Name of Notary Public

List of Exhibits

Page

EXHIBIT 1	Residential Collection Rate for Single Family/Duplex
EXHIBIT 2	Residential Collection Rate for Multi Family With Carts
EXHIBIT 3	Multifamily Utilizing Dumpsters Collection Services
EXHIBIT 4	Commercial Dumpster Collection Services
EXHIBIT 5	Commercial Compacted Dumpster Collection Services
EXHIBIT 6	Special Collection Service Rates
EXHIBIT 7	Emergency Preparedness Plan and Service Rates
EXHIBIT 8	Franchise Ordinance No. 2015-14 , 2019- <u>01</u>
EXHIBIT 9	Franchise Ordinance No. 2017-06

EXHIBIT 1

Single Family and Duplex Collection Rates

SINGLE FAMILY AND DUPLEX COLLECTION RATE

Per Month

			(%)		(\$)				
	Service Components	Current Rates	Change >		June 1, 2017	Change >	Oct. 1, 2017	Change >	1-Oct-18
1	Disposal Fee - MSW	\$4.13	0.60%	\$0.02	\$4.15	TBD	TBD	TBD	TBD
2	Disposal Fee - Bulk	\$0.89	-0.20%	\$0.00	\$0.89	TBD	TBD	TBD	TBD
3	Garbage Cart Collection (unlimited volume, two pickups per week)	\$4.42	7%	\$0.31	\$4.73	\$0.09	\$4.82	\$0.10	\$4.92
4	Bulk Collection (unlimited volume, one pickup per month)	\$1.16	7%	\$0.08	\$1.24	\$0.02	\$1.26	\$0.03	\$1.29
5	Recycling Cart Collection (unlimited volume, one pickup per week)	\$2.21	7%	\$0.15	\$2.36	\$0.05	\$2.41	\$0.05	\$2.46
Contractor Fee		\$12.81	4.37%	\$0.56	\$13.37	TBD	TBD	TBD	TBD
Commission Approved Rate		\$14.37			\$15.38		\$15.69		\$16.00
Additional Services Amount (due Town)		\$1.56			\$2.01		TBD		TBD
Additional Services Amount percent		10.9%			13.1%		TBD		TBD
Additional Cart		\$12.00			\$12.00		\$12.00		\$12.00

EXHIBIT 2

Multifamily Cart Collection Rates

MULTIFAMILY CART COLLECTION RATE									
Monthly Rate									
	Service Components	Current Rates	Change >		June 1, 2017	Change >	Oct. 1, 2017	Change >	Oct. 1, 2018
1	Disposal Fee - MSW	\$4.13	0.6%	\$0.02	\$4.15	TBD	TBD	TBD	TBD
2	Disposal Fee - Bulk	\$0.89	-0.2%	\$0.00	\$0.89	TBD	TBD	TBD	TBD
3	Garbage Cart Collection (unlimited volume, two pickups per week)	\$5.17	7.0%	\$0.36	\$5.53	\$0.11	\$5.64	\$0.11	\$5.75
4	Bulk Collection (unlimited volume, one pickup per month)	\$0.56	7.1%	\$0.04	\$0.60	\$0.01	\$0.61	\$0.01	\$0.62
5	Recycling Cart Collection (unlimited volume, one pickup per week)	\$2.58	7.0%	\$0.18	\$2.76	\$0.06	\$2.82	\$0.06	\$2.88
Contractor Fee		\$13.33	4.5%	\$0.60	\$13.93	TBD	TBD	TBD	TBD
Commission Approved Rate:		\$14.64			\$15.70		\$16.02		\$16.34
Additional Services Amount (due Town):		\$1.31			\$1.77		TBD		TBD
Additional Services Amount percent		8.9%			11.3%		TBD		TBD
Additional Cart		\$10.00			\$10.00		\$10.00		\$10.00

EXHIBIT 3

Multifamily Dumpster Collection Rates

June 1, 2017 Multi-Family Dumpster Collection Rates

Calculation of Fees Due Contractor

Applies to % of Total			Detail of Calculation		
		% Change	1 Yd. Container	Change	June 1st Rate
CPI =	70%	7.0%	\$122.12	\$8.55	\$130.66
Disposal =	30%	0.6%	\$52.34	\$0.31	\$52.65
Total	100%	5.08%	\$174.45	\$8.86	\$183.31
Overall Percentage Change from Pervious October					5.08%

		Monthly CONTRACTOR Dumpster Fee					
Pick-Ups Per Week		Dumpster Size (cubic yards)					
		1	2	3	4	6	8
2		\$183.31	\$226.50	\$339.66	\$445.33	\$498.16	\$603.82
3		\$287.86	\$339.66	\$509.48	\$645.35	\$713.27	\$837.81
4		\$383.78	\$452.88	\$656.67	\$815.18	\$905.75	\$1,026.51
5		\$479.75	\$566.10	\$778.38	\$981.24	\$1,047.29	\$1,207.66
6		\$556.49	\$656.67	\$900.09	\$1,086.91	\$1,154.84	\$1,449.19
7		\$626.85	\$739.70	\$1,010.47	\$1,215.22	\$1,307.69	\$1,637.89

		Monthly Change from Pervious October					
Pick-Ups Per Week		Dumpster Size (cubic yards)					
		1	2	3	4	6	8
2		\$8.86	\$10.95	\$16.42	\$21.53	\$24.08	\$29.19
3		\$13.92	\$16.42	\$24.63	\$31.20	\$34.48	\$40.50
4		\$18.55	\$21.89	\$31.75	\$39.41	\$43.79	\$49.63
5		\$23.19	\$27.37	\$37.63	\$47.44	\$50.63	\$58.38
6		\$26.90	\$31.75	\$43.51	\$52.55	\$55.83	\$70.06
7		\$30.30	\$35.76	\$48.85	\$58.75	\$63.22	\$79.18

		Commission Approved Rates					
Pick-Ups Per Week		Dumpster Size (cubic yards)					
		1	2	3	4	6	8
2		\$191.18	\$236.23	\$354.24	\$464.45	\$519.55	\$629.76
3		\$300.21	\$354.24	\$531.36	\$673.06	\$743.91	\$873.79
4		\$400.27	\$472.33	\$684.87	\$850.18	\$944.64	\$1,070.59
5		\$500.35	\$590.40	\$811.81	\$1,023.36	\$1,092.25	\$1,259.52
6		\$580.40	\$684.87	\$938.74	\$1,133.58	\$1,204.42	\$1,511.42
7		\$653.78	\$771.46	\$1,053.87	\$1,267.40	\$1,363.84	\$1,708.23

		Town Additional Services Amount (Adopted Rate Less Contractor's Fee)					
Pick-Ups Per Week		Dumpster Size (cubic yards)					
		1	2	3	4	6	8
2		\$7.87	\$9.73	\$14.58	\$19.12	\$21.39	\$25.94
3		\$12.35	\$14.58	\$21.88	\$27.71	\$30.64	\$35.98
4		\$16.49	\$19.45	\$28.20	\$35.00	\$38.89	\$44.08
5		\$20.60	\$24.30	\$33.43	\$42.12	\$44.96	\$51.86
6		\$23.91	\$28.20	\$38.65	\$46.67	\$49.58	\$62.23
7		\$26.93	\$31.76	\$43.40	\$52.18	\$56.15	\$70.34

EXHIBIT 4

Commercial Collection Rates

June 1, 2017 Commercial Collection Rates

Calculation of Fees Due Contractor

Applies to % of Total			% Change		
CPI =	70%		7.0%		
Disposal =	30%		0.6%		
Total	100%		5.08%		

Example of Calculation		
1 Yd. Container	Change	June 1st Rate
\$134.56	\$9.42	\$143.98
\$57.67	\$0.35	\$58.02
\$192.23	\$9.77	\$202.00

Overall Percentage Change from Pervious October 5.08%

		CONTRACTOR Monthly Dumpster Fee					
Pick-Ups Per Week	Carts (96 gallons)	Dumpster Size (cubic yards)					
		1	2	3	4	6	8
2	\$68.10	\$202.00	\$238.35	\$357.53	\$468.77	\$474.84	\$635.62
3	\$102.15	\$302.99	\$357.53	\$536.31	\$679.31	\$750.82	\$881.92
4	\$136.20	\$403.99	\$476.72	\$691.23	\$858.08	\$953.41	\$1,080.54
5	\$170.26	\$504.98	\$595.89	\$819.34	\$1,032.87	\$1,102.39	\$1,271.23
6	\$197.50	\$585.79	\$691.23	\$947.46	\$1,144.10	\$1,215.62	\$1,525.47
7	\$222.46	\$659.86	\$778.62	\$1,063.66	\$1,279.18	\$1,376.51	\$1,724.10

Pick-Ups Per Week	Carts (96 gallons)	Monthly Change from Pervious October					
		Dumpster Size (cubic yards)					
		1	2	3	4	6	8
2	\$3.29	\$9.77	\$11.52	\$17.28	\$22.66	\$22.96	\$30.73
3	\$4.94	\$14.65	\$17.28	\$25.93	\$32.84	\$36.30	\$42.64
4	\$6.58	\$19.53	\$23.05	\$33.42	\$41.48	\$46.09	\$52.24
5	\$8.23	\$24.41	\$28.81	\$39.61	\$49.93	\$53.29	\$61.46
6	\$9.55	\$28.32	\$33.42	\$45.80	\$55.31	\$58.77	\$73.75
7	\$10.75	\$31.90	\$37.64	\$51.42	\$61.84	\$66.55	\$83.35

Commission Approved Rates

		+ (-) 7%					
Pick-Ups Per Week	Carts (96 gallons)	Dumpster Size (cubic yards)					
		1	2	3	4	6	8
2	\$71.03	\$210.67	\$248.59	\$372.89	\$488.89	\$495.23	\$662.91
3	\$106.54	\$316.00	\$372.89	\$559.33	\$708.48	\$783.06	\$919.78
4	\$142.05	\$421.34	\$497.18	\$720.91	\$894.92	\$994.36	\$1,126.94
5	\$177.56	\$526.67	\$621.48	\$854.53	\$1,077.22	\$1,149.73	\$1,325.81
6	\$205.97	\$610.94	\$720.91	\$988.15	\$1,193.23	\$1,267.81	\$1,590.98
7	\$232.02	\$688.19	\$812.06	\$1,109.34	\$1,334.10	\$1,435.61	\$1,798.14

Pick-Ups Per Week	Carts (96 gallons)	Town Additional Service Amount (Adopted Rate Less Contractor's Fee)					
		Dumpster Size (cubic yards)					
		1	2	3	4	6	8
2	\$2.93	\$8.67	\$10.24	\$15.36	\$20.12	\$20.39	\$27.29
3	\$4.39	\$13.01	\$15.36	\$23.02	\$29.17	\$32.24	\$37.86
4	\$5.85	\$17.35	\$20.46	\$29.68	\$36.84	\$40.95	\$46.40
5	\$7.30	\$21.69	\$25.59	\$35.19	\$44.35	\$47.34	\$54.58
6	\$8.47	\$25.15	\$29.68	\$40.69	\$49.13	\$52.19	\$65.51
7	\$9.56	\$28.33	\$33.44	\$45.68	\$54.92	\$59.10	\$74.04

EXHIBIT 5

Compactor Collection Rates

June 1, 2017 Compactor Rates

Calculation of Fees Due Contractor

Applies to % of Total			Example of Calculation		
		% Change	2 Yd. Container	Change	June 1st Rate
CPI =	70%	7.0%	\$317.56	\$22.23	\$339.79
Disposal	30%	0.6%	\$136.10	\$0.82	\$136.92
Total	100%	5.08%	\$453.66	\$23.05	\$476.71
Overall Percentage Change			5.08%		

Pick-Ups Per Week		Monthly Contractor Fee					
		1	2	3	4	6	8
2			\$476.71	\$715.07			
3			\$715.07	\$1,072.60			
4			\$953.42	\$1,382.46			
5			\$1,191.78	\$1,638.70			
6			\$1,382.46	\$1,894.92			
7			\$1,557.25	\$2,127.32			

Monthly Change from Pervious October							
		Dumpster Size (cubic yards)					
		1	2	3	4	6	8
2			\$23.05	\$34.57			
			\$34.57	\$51.85			
3			\$46.09	\$66.83			
			\$57.62	\$79.22			
4			\$66.83	\$91.61			
			\$75.28	\$102.84			

Commission Approved Rates + (-) 7%							
Monthly Dumpster Rate							
Pick-Ups Per Week		Dumpster Size (cubic yards)					
		1	2	3	4	6	8
2			\$497.18	\$745.77			
3			\$745.77	\$1,118.66			
4			\$994.36	\$1,441.82			
5			\$1,242.95	\$1,709.06			
6			\$1,441.82	\$1,976.29			
7			\$1,624.12	\$2,218.67			

Town Additional Services Amount							
Pick-Ups Per Week		Dumpster Size (cubic yards)					
		1	2	3	4	6	8
2			\$20.47	\$30.71			
3			\$30.71	\$46.06			
4			\$40.94	\$59.36			
5			\$51.18	\$70.37			
6			\$59.36	\$81.37			
7			\$66.87	\$91.35			

EXHIBIT 6

Special Collection Service

1	Adding lids to or changing lids	No Charge
2	Adding wheels to or changing wheels	No Charge
3	Additional Bulk Waste Collection for Residential Service Units with carts	No Charge for one special pickup per calendar year per Account Holder. (Not available to a delinquent account.) Note: Additional special pickups will be priced by CONTRACTOR depending on volume and schedule.
4	Additional Unscheduled (Not Including "On Call") Solid Waste Pick-Ups For Commercial Service Units And Residential Containerized Service Units	2X (Applicable 1X Week Solid Waste Collection Cost) + Regular Disposal Charges
5	Changing out the size of a Dumpster (above twice per year)	\$25.00 per occurrence
6	Locks (new locks installed)	\$20.00
7	Moving Container Location Per Customer Request	\$18.00 per move
8	Opening (and Closing) Doors or Gates	No Charge
9	Residential Off-Street Collection Service (Disabled Customer)	No Charge
10	Return Container to Customer's Location After Service Was Stopped	\$25.00
11	Rolling out Container less than 30 feet (and returning it to original location)	No Charge
12	Service not designated herein	See Sec. 3.1 and Sec. 3.3.4
13	Supplying (and retrofitting) Locking Mechanism	\$55.00
14	Swap-out Dumpster (extra on site Dumpster used on collection day)	Up to \$35 per month, which includes a limited number of special pick-ups as determined by Customer and CONTRACTOR
15	Unlocking and Locking of Container enclosure	\$2.00 per month
16	Valet Service: Rolling Containers from a storage location to the point of collection that is a distance 30' feet or more.	\$10 per month for all residential or commercial Carts at one Cart location. \$25 per month per Dumpster.

EXHIBIT 7

Emergency Preparedness Plan and Service Rates

The South Florida Area possibility for a natural disaster exists each and every day. The opportunity for significant amounts of damage due to natural causes is great within our area. Because of the major risks from hurricanes, severe storms, or such other natural and man-made disaster that may occur that the CONTRACTOR will assist the TOWN with emergency debris clearance. The CONTRACTOR has experience and is capable of mobilizing into a disaster area within 12 hours following a devastating storm such as a hurricane.

The CONTRACTOR's executives and managers will work with the TOWN, County, State, Federal and all other governmental entities in which the CONTRACTOR provides service to provide comprehensive relief services to include:

Pre-Disaster Services:

1. Stand-by-Contact
2. Pre-Event Planning
3. Plans Review
4. Exercise Participation
5. Employee Training

Post-Disaster Operations:

6. Emergency Road Clearance and Trimming of Damaged Vegetation
7. Removal of Debris from Public Rights-of-Way
8. Removal of Debris from Private Property (When Authorized)
9. Temporary Debris Staging and Reduction Site Management
10. Final Debris Staging and Reduction Site Management
11. Final Debris Disposal
12. Hazardous Materials Handling
13. Site Redemption
14. Inspections and Documentation
15. Assistance with FEMA and State Reimbursements

Exhibit 7 (continued)

Emergency Preparedness Plan and Service Rates

Effective June 1, 2010

The following rates are for services to be provided under the Emergency Preparedness Plan. All service rates shall be fixed until changed as provided for in this Agreement.

EQUIPMENT/TOOL/VEHICLE TYPE (INCLUDE OPERATOR AND LABOR COST)	HOURLY RATE	DAILY RATE (8 HOURS)
Boom Truck (Self Loader) & Operator with CDL Driver	\$250	\$2,000
Roll Off Truck & Operator with CDL Driver	\$198	\$1,500
Rear Load Truck & Operator with CDL Driver and Helper	\$250	\$2,000
Wheel Loader 644 or equivalent & Operator	\$250	\$2,000
D-6 Dozers or equivalent & Operator	\$250	\$2,000
Bobcat Loader or equivalent & Operator	\$200	\$1,500
Rubber Tired Backhoe	\$200	\$1,500
Project Manager with Truck	\$125	\$950
Safety Superintendent with Truck	\$125	\$950
Service Truck & Maintenance Technician	\$125	\$950
Laborers	\$50	\$380

Cost for Vegetative cleanup and transport to disposal site.
Include equipment, tools, vehicles, and operator and labor costs.

\$20.00 cubic yard

Cost for C&D debris cleanup and transport to disposal site.
Include equipment, tools, vehicles, and operator and labor costs.

\$25.00 cubic yard

EXHIBIT 8

Adopting Ordinance No. 2019 - 01~~2019~~¹⁹~~5~~-14

~~EXHIBIT 9~~

~~Adopting Ordinance No. 2017-06~~

ORDINANCE No. 2019-01

25 **WHEREAS**, on August 19, 2014, the Town approved the transfer of the 2012 Restated
26 Collection Agreement to Waste Pro and Waste Pro has been providing collection services for the
27 Town since that time; and

28 **WHEREAS**, on January 13, 2015, the Town Commission adopted Ordinance 2014-20, the
29 First Amendment to the 2012 Restated Collection Agreement, which extended the first renewal
30 term for a six-month period to November 30, 2015, and deleted certain provisions related to the
31 expiration of the Town’s Solid Waste Disposal Interlocal Agreement with Broward County on
32 July 2, 2013; and

33 **WHEREAS**, on November 24, 2015, the Town Commission adopted Ordinance No. 2015-
34 14, which approved the 2015 Restated Collection Agreement providing for a one-year extension
35 of the First Renewal Term through November 30, 2016, and amendments to improve the
36 operations of the solid waste and recyclable collection system; and

37 **WHEREAS**, on November 15, 2016, the Town Commission approved a 90-day extension
38 to the First Renewal Term through February 16, 2016, and on February 14, 2017, the Town
39 Commission approved another 90-day extension of the First Renewal Term through May 17, 2017,
40 to provide time for the parties to negotiate the terms of the Second Renewal Term of the 2015
41 Restated Collection Agreement; and

42 **WHEREAS**, the May 9, 2017, the Town Commission adopted Ordinance 2017-06, which
43 approved the 2017 Restated Collection Agreement; and

44 **WHEREAS**, the 2019 Restated Collection Agreement, attached as **Exhibit “A”**, (the
45 “2019 Restated Collection Agreement”) amends the 2017 Restated Collection Agreement to

ORDINANCE No. 2019-01

improve communication regarding commingled waste, and modify provisions including, but not limited to, missed collections, required number of carts in a duplex, and penalties; and

WHEREAS, the 2019 Restated Collection Agreement is found to be in the best interests of the Town.

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. Adoption of Agreement. The 2019 Restated Collection Agreement between the Town of Lauderdale-By-The-Sea and Waste Pro USA, Inc., attached as Exhibit “A” and made a part hereof by this reference, is hereby approved and adopted.

SECTION 3. Execution of Agreement. The appropriate Town officials and staff are authorized to execute the 2019 Restated Collection Agreement, attached as Exhibit “A”, together with such non-material changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

SECTION 4. Conflicts. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

SECTION 5. Severability. Should any section or provision of this Ordinance, or any paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part hereof, other than the part declared to be invalid.

ORDINANCE No. 2019-01

70

71 **SECTION 6. Effective Date.** This Ordinance shall become effective upon adoption on
72 second reading.

73 Passed on the first reading, this 9th day of April, 2019.

74 Passed and adopted on the second reading, this _____ day of May, 2019.

75

76

77

78

79

MAYOR CHRIS VINCENT

80

First Reading

Second Reading

81 Mayor Vincent

82 Vice-Mayor Sokolow

83 Commissioner Oldaker

84 Commissioner Malkoon

85 Commissioner Strauss

86

87

88 ATTEST:

89

90

91

92 Tedra Allen, Town Clerk

93

94 APPROVED AS TO FORM:

95

96

97

98 _____
Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-12 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE REQUEST TO VACATE A TEN (10) FOOT PORTION OF A UTILITY EASEMENT GENERALLY LOCATED AT 236-238 GARDEN COURT, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

Explanation:

Pursuant to Town of Lauderdale By the Sea (the "Town") Code of Ordinances (the "Town Code"), Section 17-13, "Vacating or abandoning streets, alleys or other dedicated property," the Applicant, 230 Tropical Shores Development, LLC, has requested to Vacate a portion of a ten (10)-foot Utility Easement (the "Easement") located at 236-238 Garden Court.

When the Town approved a twelve (12)-unit townhome development on Garden Court in 2005, two (2) of the development's buildings were to be located over the existing platted Utility Easement. In order to preclude future title issues regarding the Utility Easement's location under the units, the developer has applied to vacate a ten (10)-foot portion of the Utility Easement (Exhibit 1 – Application).

The ten (10)-foot portion of the Utility Easement is located between lots two (2) and three (3) of the Silver Shores Section of Lauderdale-By-The-Sea, (Unit A, Plat Book 28 Page 39, recorded March 7, 1952). The Town received the application to vacate the platted Utility Easement on December 7, 2018.

Section 17-13 of the Town Code, requires that applications for the Vacation of Easements include a recommendation from the Planning and Zoning Board, prior to the Town Commission's consideration. The Planning and Zoning Board recommended approval of the Applicant's request at its April 18th meeting (Exhibit 2 – staff report and Exhibit 3 – draft meeting minutes). The applications were noticed according to the requirements of the Code. Staff received no letters, emails or telephone calls regarding these applications nor were there any public comments at the Planning and Zoning Board meeting.

Recommendation:

Staff recommends approval of the request to Vacate a ten (10) foot portion of the Utility Easement, in accordance with Resolution 2019-12.

Attachments:

[CoverPage.pdf](#)

[Ex1 Application.pdf](#)

[Ex2 PZB Staff Report.pdf](#)

[Ex3 PZB Minutes 4.18.19.pdf](#)

[Ex4 Garden Resolution 2019-12 - 3F8979602.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Linda Connors

Submitting Department: Development Services

Item Type: Resolutions

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-12 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE REQUEST TO VACATE A TEN (10) FOOT PORTION OF A UTILITY EASEMENT GENERALLY LOCATED AT 236-238 GARDEN COURT, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

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The ten (10)-foot portion of the Utility Easement is located between lots two (2) and three (3) of the Silver Shores Section of Lauderdale-By-The-Sea, (Unit A, Plat Book 28 Page 39, recorded March 7, 1952). The Town received the application to vacate the platted Utility Easement on December 7, 2018.

Section 17-13 of the Town Code, requires that applications for the Vacation of Easements include a recommendation from the Planning and Zoning Board, prior to the Town Commission's consideration. The Planning and Zoning Board recommended approval of the Applicant's request at its April 18th meeting (Exhibit 2 – staff report and Exhibit 3 – draft meeting minutes). The applications were noticed according to the requirements of the Code. Staff received no letters, emails or telephone calls regarding these applications nor were there any public comments at the Planning and Zoning Board meeting.

Recommendation:

Staff recommends approval of the request to Vacate a ten (10) foot portion of the Utility Easement, in accordance with Resolution 2019-12.

Attachments:

[Ex1 Application.pdf](#)

[Ex2 PZB Staff Report.pdf](#)

[Ex3 PZB Minutes 4.18.19.pdf](#)

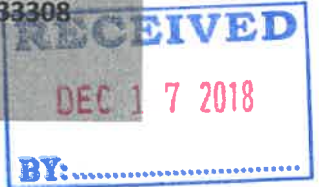
[Ex4 Garden Resolution 2019-12 - 3F8979602.pdf](#)

Application #: _____
BTR#: _____



2018-VAC-04

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Department of Development Services
4501 N. Ocean Boulevard Lauderdale-By-The-Sea, FL 33308
Phone: 954-640-4210 Fax: 954-640-4654
www.lbts-fl.gov

**DEVELOPMENT APPLICATION**

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist. Please also refer to the Fee Schedule, updated annually by the Town, as provided on the website which will indicate the cost per application type. Please check the development approval being requested:

- | | | |
|---|--|--|
| ☐ Abandonment | ☐ Conditional Use-Sign | ☐ Preliminary Site Plan |
| ☐ Administrative Adjustment-Level 1 | ☐ Conditional Use-Transfer Fee | ☐ Sidewalk Cafe |
| ☐ Administrative Adjustment-Level 2 | ☐ Construction Time Extension | ☐ Sidewalk Cafe Modification |
| ☐ Architectural Review-Preliminary | ☐ Development Order Extension | ☐ Site Plan |
| ☐ Architectural Review-Final | ☐ Encroachment Application | ☐ Site Plan Modification-Level |
| ☐ Bicycle Racks | ☐ Landscape Plan | ☐ 1 Site Plan Modification- |
| ☐ Conditional Use | ☐ Landscape Plan Amendment | ☐ Level 2 Tree Removal |
| ☐ Conditional Use Amendment-Level 1 | ☐ Parking Reduction-Level 1 | ☐ Variance-Single Family |
| ☐ Conditional Use Amendment-Level 2 | ☐ Parking Reduction-Level 2 | ☐ Variance-All Other |

Based on approval being requested, refer to the corresponding checklist and supplemental requirements.

Project Name: Sky 230 Folio Number(s): 494318270200, 494318270210

Street Address: 236-238 Garden Court, Lauderdale by the Sea, Florida 33308

Subdivision Name: Silver Shores Block(s): 6 Lot(s): 2, 3

Name of Property Owner: 230 Tropical Shores Development LLC Address of Property Owner: 1800 W. Broward Blvd., Ft. Lauderdale, FL 33312

Property Owner's Phone Number: 954.295.6564 Property Owner's Email Address: gorandragoslavic@yahoo.com

Name of Applicant: 230 Tropical Shores Development LLC Address of Applicant: 1800 W. Broward Blvd., Ft. Lauderdale, FL 33312

Applicant Phone Number: 954.295.6564 Applicant Email Address: gorandragoslavic@yahoo.com

Name of Agent (E.G. Contractor) Representing the Project: Mombach, Boyle, Hardin & Simmons, P.A.
100 NE 3rd Ave, Ste 1000

Agent's Address: Ft. Lauderdale, FL 33301 Agent's Phone Number: 954.467.2200 Email Address: hsundberg@mbhlawyer.com

Land Use Plan Designation: 00 Zoning District: RD-10

Existing/Type of Use of the Subject Property: Residential

Proposed Use of the Subject Property: No change in use. Vacation of 10' platted utility easement.

As applicable, answer the following:

Existing Number of Units: _____ Proposed Number of Units: _____

Existing Square Footage: _____ Proposed Square Footage: _____



DEVELOPMENT APPLICATION SIGNATURE PAGE

Print Name of Property Owner: 230 Tropical Shores Development LLC Date: _____

Signature of Property Owner: _____

Goran Dragoslavic, Manager

State of Florida: _____

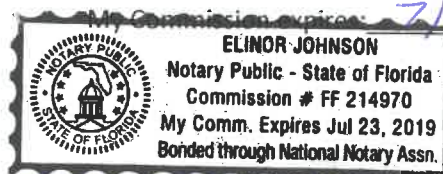
County: Broward

SWORN AND SUBSCRIBED before me this 10th day of December, 2018

The person signing is _____ Personally known to me or ☒ Has produced identification drivers license

Print Notary Name: Elinor Johnson

Notary Signature: Elinor Johnson



Print Name of Applicant: 230 Tropical Shores Development LLC Date: _____

Signature of Property Applicant: _____

Goran Dragoslavic, Manager

State of Florida: _____

County: Broward

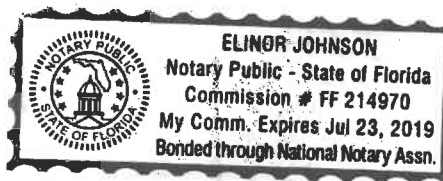
SWORN AND SUBSCRIBED before me this 10th day of December, 2018

The person signing is _____ Personally known to me or ☒ Has produced identification drivers license

Print Notary Name: Elinor Johnson

Notary Signature: Elinor Johnson

My Commission expires: 7/23/19



FOR ADMINISTRATIVE USE ONLY:

Date Application submitted: _____

Date Application found complete: _____

Pre-Application meeting date: _____

Non-refundable Application Fee: _____

Cost Recovery Fee: _____

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 8274-17

CLIENT :

SMH CONSTRUCTION LLC

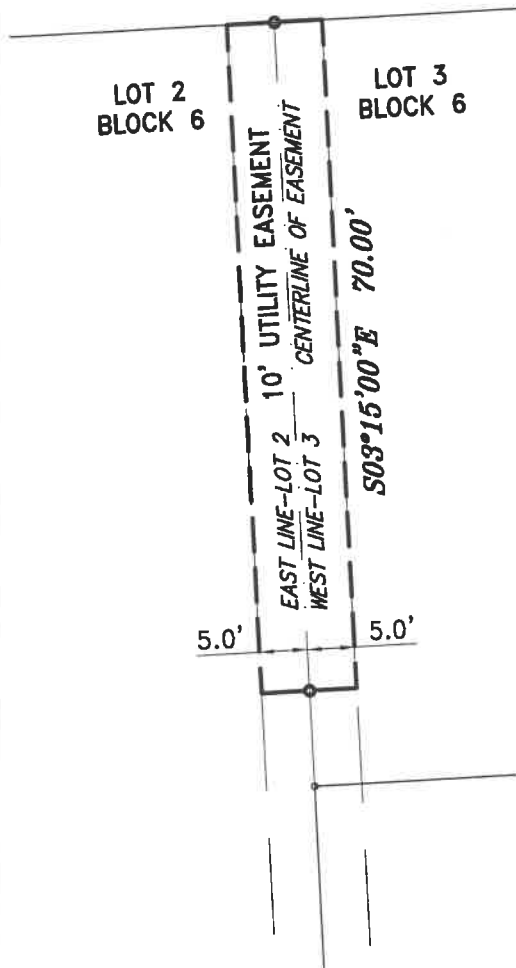
LAND DESCRIPTION AND SKETCH

LEGAL DESCRIPTION:

AREA OF EASEMENT VACATION:

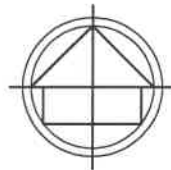
THE WEST 5 FEET OF THE NORTH 70 FEET OF LOT 3 BLOCK 6, TOGETHER WITH THE EAST 5 FEET OF THE NORTH 70 FEET OF LOT 2 BLOCK 6, IN SILVER SHORES SECTION OF LAUDERDALE BY THE SEA UNIT A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

GARDEN COURT



LEGEND:

CKD CHECKED BY
DWN DRAWN BY
FB/PG FIELD BOOK AND PAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
P.B. PLAT BOOK
B.C.R. BROWARD COUNTY RECORDS



NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE ASSUMED.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN NOVEMBER, 2018. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARD OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: _____

Richard E. Cousins

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	11/09/18	----	AM	REC
REVISED LAND DESCRIPTION & SKETCH	11/12/18	----	AM	REC
REVISED ADDRESS	11/13/18	----	JD	REC

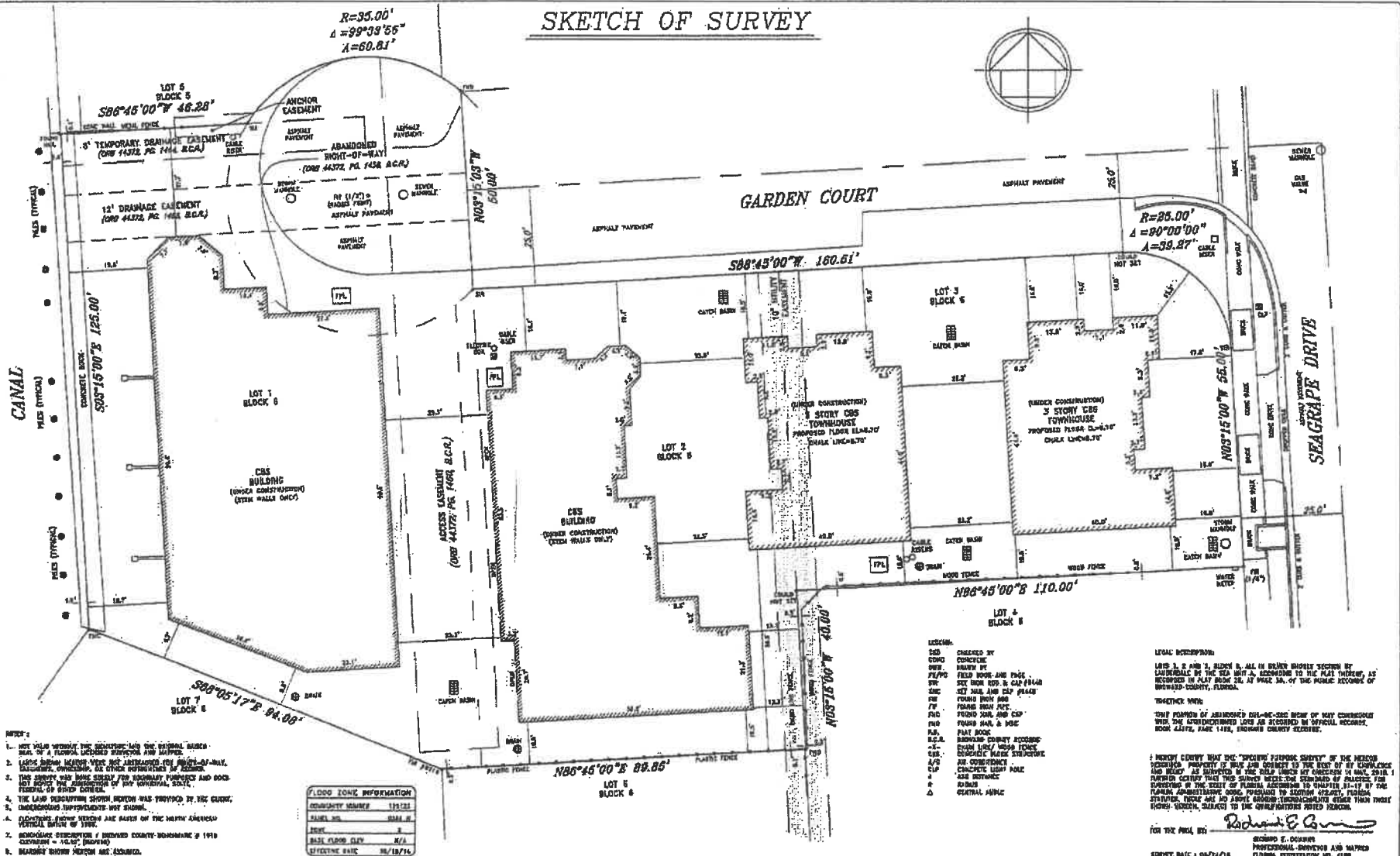
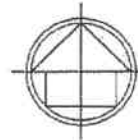
LAND DESCRIPTION
& SKETCH TO
VACATE A
PORTION OF A 10'
UTILITY EASEMENT

PROPERTY ADDRESS :
236 & 238 GARDEN COURT
LAUDERDALE BY THE SEA,
FLORIDA 33308

SCALE: 1" = 20'

SHEET 1 OF 1

SKETCH OF SURVEY



- NOTES:
1. NOT FIELD WORKED THE SURVEYOR HAS THE ORIGINAL RECORD OF A TYPICAL LICENSED SURVEYOR AND SURVEY.
 2. LARGE DRAINAGE EASEMENT WAS NOT ADJACENT TO THE RIGHT-OF-WAY, EXISTING, EXHAUSTION, OR OTHER ADJACENT TO THE RIGHT-OF-WAY.
 3. THIS SURVEY WAS MADE SPECIALLY FOR RECORDATION PURPOSES AND DOES NOT REPRESENT THE ADJACENT TO THE RIGHT-OF-WAY, EXHAUSTION, OR OTHER ADJACENT TO THE RIGHT-OF-WAY.
 4. THE LAND SURVEYING SYSTEM METHOD WAS PROVIDED BY THE CLIENT, UNDERSTANDING THE SURVEYOR'S OBLIGATION.
 5. ALL DIMENSIONS, BEARING, AND AREA OF THE SURVEY ARE GIVEN IN METERS.
 6. DIMENSIONS, BEARING, AND AREA OF THE SURVEY ARE GIVEN IN METERS.
 7. DIMENSIONS, BEARING, AND AREA OF THE SURVEY ARE GIVEN IN METERS.
 8. DIMENSIONS, BEARING, AND AREA OF THE SURVEY ARE GIVEN IN METERS.

1,000' ZONE INFORMATION	
CONVEYANCE NUMBER	111111
SUBJECT	111111
DATE	11/11/11
DATE PLANNED	11/11/11
EFFECTIVE DATE	11/11/11

- LEGEND:
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LEGAL DESCRIPTION:
 LOTS 1, 2 AND 3, BLOCK 6, ALL IN BLOCK 6, SECTION 17, TOWNSHIP 17N, RANGE 17E, COUNTY OF BROWARD, FLORIDA.

THIS PROPERTY OF ABANDONED OR DE-DEDICATED RIGHT OF WAY CONVEYANCE WITH THE ADJACENT LOTS AS ACCORDING TO PUBLIC RECORDS, BOOK 11111, PAGE 1111, BROWARD COUNTY RECORDS.

COUSINS SURVEYORS & ASSOCIATES, INC.
 9921 SW 37TH AVENUE, SUITE 1011
 DAVIE, FLORIDA 33314
 CERTIFICATE OF AUTHORIZATION 1, 18, 1, 1448
 PHONE: (954) 988-7788 FAX: (954) 988-7788

CLIENT:
 SUN CONSTRUCTION LLC

228 SOUTH GARDEN COURT
 230 SOUTH GARDEN COURT
 4148 SEAGRAPE DRIVE
 LAUDERDALE BY THE SEA, FLORIDA

SKY230 TOWNHOUSE DEVELOPMENT
 PHASE 3 GARDEN COURT

REVISIONS	DATE	BY	APP'D
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FOR THE PUBLIC, BY:
 SURVEY DATE: 06/24/18
 SURVEYOR: ROBERT E. COUSINS
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NO. 4106



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

To: Planning and Zoning Board
From: Linda Connors, Development Services Director
Meeting Date: April 18, 2019
Project: 2018-VAC-04: Vacation of a ten (10) foot portion of a Utility Easement for Silver Shores located at 236-238 Garden Court/Folio No. 494318270200 and 494318270210.

Pursuant to Town Code Section 17-13, "Vacating or abandoning streets, alleys or other dedicated property," the Applicant, 230 Tropical Shores Development, LLC, has requested to Vacate a portion of a 10-foot Utility Easement (the "Easement") located at 236-238 Garden Court.

Background

The Easement is located between lots two (2) and three (3) of the Silver Shores Section of Lauderdale-By-The-Sea, (Unit A, Plat Book 28 Page 39, recorded March 7, 1952) **(Exhibit 1)**. The Easement runs from East to West and is located along the eastern side of lot two (2) and the western side of lot three (3). The Applicant is proposing the development and construction of two (2) townhomes within the current location of the Easement.

Documents

Town staff has reviewed the Easement Vacation application **(Exhibit 2)**. This review is based on the following plans and surveys submitted by the Applicant:

1. Plat of Silver Shores Section of Lauderdale-By-The-Sea, Unit A, prepared by John O. Brendla, and recorded in Broward County on March 7, 1952, Plat Book 28, Page 39.
2. Sketch of the ten (10) foot portion of the Utility Easement to be Vacated for Garden Court –Folio No. 494318270200 and 494318270210, prepared by Cousins Surveyors & Associates, Inc., dated November 13, 2018.
3. Letters from utility providers, City of Fort Lauderdale, Florida Power and Light, Teco Gas, Comcast, and AT&T stating no objection to the requested Vacation of Easement. **(Exhibit 3)**

Code Requirement

Pursuant to Town Code Section 17-13 **(Exhibit 4)**, this application has been referred to the Planning and Zoning Board for a recommendation prior to going before the Town Commission for a public hearing and final decision.

Summary Findings and Recommendations

Staff recommends approval of the Vacation of Easement request, based upon review of the application and plans submitted and its compliance with the Town's Code.

Procedure

Following the Planning and Zoning Board's review and recommendations, staff will schedule the Commission's review of the Vacation of Easement request on May 14, 2019.

Exhibits

1. Ten (10) foot portion of the Utility Easement and Silver Shores Plat
2. Applications: 2018-VAC-04
3. Letters from Utility Providers
4. Section 17-13 of the Town Code

U:\0 Properties\Garden Court\Vacation of Easement\2018-VAC-04\VAC-04 Vacate Easement 230 Garden Court Staff Report2.docx

NON APPROVED
TOWN OF LAUDERDALE-BY-THE SEA
PLANNING AND ZONING BOARD
MEETING MINUTES
Jarvis Hall - 4505 Ocean Drive
Thursday, April 18, 2019

1. CALL TO ORDER

Chair Lanata called the Planning and Zoning (P&Z) Board meeting for the Town of Lauderdale-By-The-Sea (L-B-T-S) to order at 6:02 PM.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

ROLL CALL

Members present were John Lanata, William Ferrante, Jeffrey Whyte, Bernard Petreccia, 1st Alternate Howard Goldberg and 2nd Alternate Emeline Savidge. Alan Bluestein was the only absent member. Ms. Connors informed 2nd Alternate Emeline Savidge that she could participate in discussions but could not vote this evening and that as Howard Goldberg was the 1st Alternate, he could both participate in discussions and vote. Also present were Town Attorney James White, Development Services Director Linda Connors, Planner Susan Leven, and Clerk Kaliah Lewis.

3. APPROVAL OF MINUTES

a. Previous Meeting Minutes – February 20, 2019

Mr. Ferrante made a motion to approve the minutes of February 20, 2019 as presented. The motion was seconded by Mr. Petreccia. The motion carried 5-0.

4. PUBLIC COMMENTS

Chair Lanata called for general public comments not specific to the agenda items now and no one wished to speak. The Chair closed public comments at this time.

5. NEW BUSINESS

a. 2018-VAC-04: Vacation of a ten (10) foot portion of a Utility Easement for Silver Shores located at 236-238 Garden Court/Folio No. 494318270200 and 494318270210. (Development Services Director Linda Connors)

Development Services Director Linda Connors gave a PowerPoint presentation stating that this is a request for vacation of a ten foot portion of a Utility Easement for Silver Shores located at 236-238 Garden Court for the Sky230 Project. She explained that there is a Utility Easement that runs in between two existing parcels and it would be underneath one of the buildings. They need to vacate the Utility Easement to allow for a clean title on the property. They already acquired the necessary letters of support from the utilities that are able to utilize that easement and they need to get approval from the Town to move forward with the process. They are asking for the Board's recommendation of approval and then it would be brought to the Town Commission for further review. Chair Lanata asked if this was previously before the Board and Ms. Connors answered that there was a similar one for the property located on Shore Court and this is located on Garden Court. The Chair opened up the hearing for Board questions/comments. Mr. Ferrante said that

Staff has approved this and the applicant obtained all the letters they need. He does not see any problem with this. There were no other Board questions and the public hearing was open but no one from the public wished to speak. The Chair closed the public hearing and called for a motion.

Mr. Whyte made a motion to recommend approval to the Town Commission of 2018-VAC-04 as presented. The motion was seconded by Mr. Petreccia. The motion carried 5-0.

- a. 2019-SP-01: Site Plan Review. 4433 Poinciana Street (Bonnar by the Sea)
(Susan Leven, Planner)

Planner Sue Leven answered Chair Lanata that this was before the Board in 2017. She explained that the code requires the Building Permit is to be acquired within twelve months from the approval date and it did not happen. The site plan approval expired. They needed to start over. She gave a PowerPoint presentation stating that this development is made up of two lots which were joined together as 4433 Poinciana Street. It is a vacant parcel. The proposed plan is for an eight-unit building with three stories in a Mid-Century design painted in a light gray color. It went through architectural review and was approved. She showed the Board Members a slide of what it would look like. The site has fourteen parking spaces and six are covered. The eight uncovered are at the front of the street. The make-up of the parking spaces is nine standard, one handicap and four compact. There is a pool in the back and quite a bit of proposed landscaping. There is a proposal for a 6' precast concrete fence which would run along three sides of the property. This agenda item would go to the Town Commission on the 23rd.

Ms. Leven asked for questions. Chair Lanata wanted to know if this was the same plan that they had before. Ms. Leven said that for the most part, the answer to this question is yes. Ms. Connors said that the previous comments from the Town Commission and the Planning and Zoning Board were incorporated into the document; otherwise it is exactly the same. Mr. Goldberg asked if these properties are up for sale. Ms. Leven assumes they are being marketed because there is advertising in front of the property. Chair Lanata asked for Staff's recommendation and Ms. Connors said that Staff approved it with conditions (most of which are standard conditions). She read into the record and explained the conditions to the Board Members. Mr. Goldberg said that it is consistent with the Town Code and Ms. Connors agreed. He felt that this should come to a vote and be moved along.

Mr. Petreccia made a motion to recommend approval to the Town Commission of 2019-SP-01 as recommended by Staff. The motion was seconded by Mr. Ferrante.

Chair Lanata called for public comments but as no one from the public wished to speak, the public hearing was closed.

The motion carried 5-0.

Ms. Connors said that Ms. Leven had a presentation on comprehensive planning and with the Board's permission and without objection, Ms. Leven gave her PowerPoint presentation, "Comprehensive Plan 101". Ms. Connors then spoke about things that would be coming up to be worked on for the Comp Plan such as Peril of Flood. We have to include opportunities and policies for the Town to adopt based on changes in weather patterns and how it would be dealt with. The County is in the process or has finalized some changes to their Comprehensive Plan which will trickle down to the Town and our Comprehensive Plan would need to be updated. The last time the Town updated its Comprehensive Plan was 2011 and we have to update the data, how it is written, and the history. We would be working on that throughout the next year or so. Ms. Savidge

asked if we would be updating the old Comprehensive Plan and Ms. Connors answered that we would be updating the old Comprehensive Plan to include the County and State requirements and updating the language so it reflects the community today. We would also be deleting some of the outdated or completed policies that are currently in the plan. Mr. Petreccia asked about new construction meeting new flood plans and Ms. Connors said that there are no specifics now but it would be looked into. Mr. Whyte inquired about maximum capacity of units and Ms. Connors said that we are approximately 99% built out and, for example, the eight units from today's meeting won't really impact the Town for planning purposes. Mr. Goldberg asked how many properties (houses, condos, etc.) are in Lauderdale-By-The-Sea and Ms. Connors said that she could get him those numbers. Then Mr. Goldberg asked if traffic, number of people, etc. are included in the planning because as the Town gets more well known, it becomes tougher to drive A-1-A during season. Ms. Connors explained that even neighboring communities impact traffic. There were no other Board questions.

Ms. Connors stated that there would be no May meeting and the next meeting would be June 5th. She asked the Board Members to please e-mail their summer travel dates so that Staff can try to coordinate/amend dates, if necessary, to ensure a meeting quorum.

6. OLD BUSINESS

7. UPDATES/BOARD MEMBER COMMENTS

Mr. Petreccia asked for an informational presentation regarding El Mar Drive. Ms. Connors would speak with the Town Manager about a presentation to the P&Z Board or when this subject would be presented to the Town Commission or to the community.

8. ADJOURNMENT

Mr. Ferrante made a motion to adjourn at 6:30PM. The motion was seconded by Mr. Whyte. The motion carried 5-0.

Chair John Lanata

ATTEST:

Date Accepted: _____

Development Services Director Linda Connors

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RESOLUTION 2019-12

**A RESOLUTION OF THE TOWN COMMISSION OF
THE TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA, APPROVING THE REQUEST TO
VACATE A TEN (10)-FOOT PORTION OF A
UTILITY EASEMENT GENERALLY LOCATED AT
236-238 GARDEN COURT, AS LEGALLY
DESCRIBED IN EXHIBIT “A”; PROVIDING FOR
CONFLICTS; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, pursuant to Town of Lauderdale By the Sea (the “Town”) Code of Ordinances (the “Town Code”), Section 17-13, “Vacating or abandoning streets, alleys or other dedicated property,” the Applicant, 230 Tropical Shores Development, LLC, has requested to Vacate a portion of a ten (10)-foot platted Utility Easement (the “Utility Easement”), generally located at 236-238 Garden Court, as legally described in Exhibit “A:” and

WHEREAS, Broward County has jurisdiction over all proposed changes to plats; and

WHEREAS, Broward County requires the Town concur with the proposed Utility Easement Vacation before they rule on the proposed change; and

WHEREAS, the Applicant has received release letters from TECO Peoples Gas, City of Fort Lauderdale Department of Public Works, Comcast, AT&T, and a partial release letter from Florida Power and Light; and

WHEREAS, the Town Planning and Zoning Board held a duly advertised public hearing on April 18, 2019, and recommended approval of the proposed Utility Easement Vacation; and

WHEREAS, staff recommended approval of the proposed Utility Easement Vacation; and

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea (the “Town Commission”) conducted a duly noticed public hearing in accordance with law; and

WHEREAS, the Town Commission finds that granting the requested Utility Easement

Vacation will not be detrimental to the public health, safety and welfare of the residents of the Town, and furthers the purpose, goals, objectives and policies of the Comprehensive Plan.

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

SECTION 1. Recitals. The foregoing “Whereas” clauses are hereby ratified and confirmed by the Town Commission, and incorporated herein.

SECTION 2. Approval of Utility Easement Vacation. Pursuant to Chapter 17 “Streets, Sidewalks and Other Public Places,” Article I “In General,” Section 17-13 “Vacating or abandoning streets, alleys or other dedicated property” of the Town Code, the requested Utility Easement Vacation, as legally described and shown on the attached Exhibit “A,” is approved.

SECTION 3. Conflicts. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

SECTION 4. Effective Date. This Resolution shall become effective upon passage and adoption.

PASSED AND ADOPTED this 14th day of May, 2019.

MAYOR CHRIS VINCENT

ATTEST:

Tedra Allen, Town Clerk

Approved as to form:

Susan L. Trevarthen, Town Attorney

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EXHIBIT “A”

COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 8274-17

CLIENT :

SMH CONSTRUCTION LLC

LAND DESCRIPTION AND SKETCH

LEGAL DESCRIPTION:

AREA OF EASEMENT VACATION:

THE WEST 5 FEET OF THE NORTH 70 FEET OF LOT 3 BLOCK 6, TOGETHER WITH THE EAST 5 FEET OF THE NORTH 70 FEET OF LOT 2 BLOCK 6, IN SILVER SHORES SECTION OF LAUDERDALE BY THE SEA UNIT A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGEND:

CKD CHECKED BY
DWN DRAWN BY
FB/PG FIELD BOOK AND PAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
P.B. PLAT BOOK
B.C.R. BROWARD COUNTY RECORDS

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE ASSUMED.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN NOVEMBER, 2018. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARD OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: _____

Richard E. Cousins
RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	11/09/18	----	AM	REC
REVISED LAND DESCRIPTION & SKETCH	11/12/18	----	AM	REC
REVISED ADDRESS	11/13/18	----	JD	REC

LAND DESCRIPTION
& SKETCH TO
VACATE A
PORTION OF A 10'
UTILITY EASEMENT

PROPERTY ADDRESS :
236 & 238 GARDEN COURT
LAUDERDALE BY THE SEA,
FLORIDA 33308

SCALE: 1" = 20'

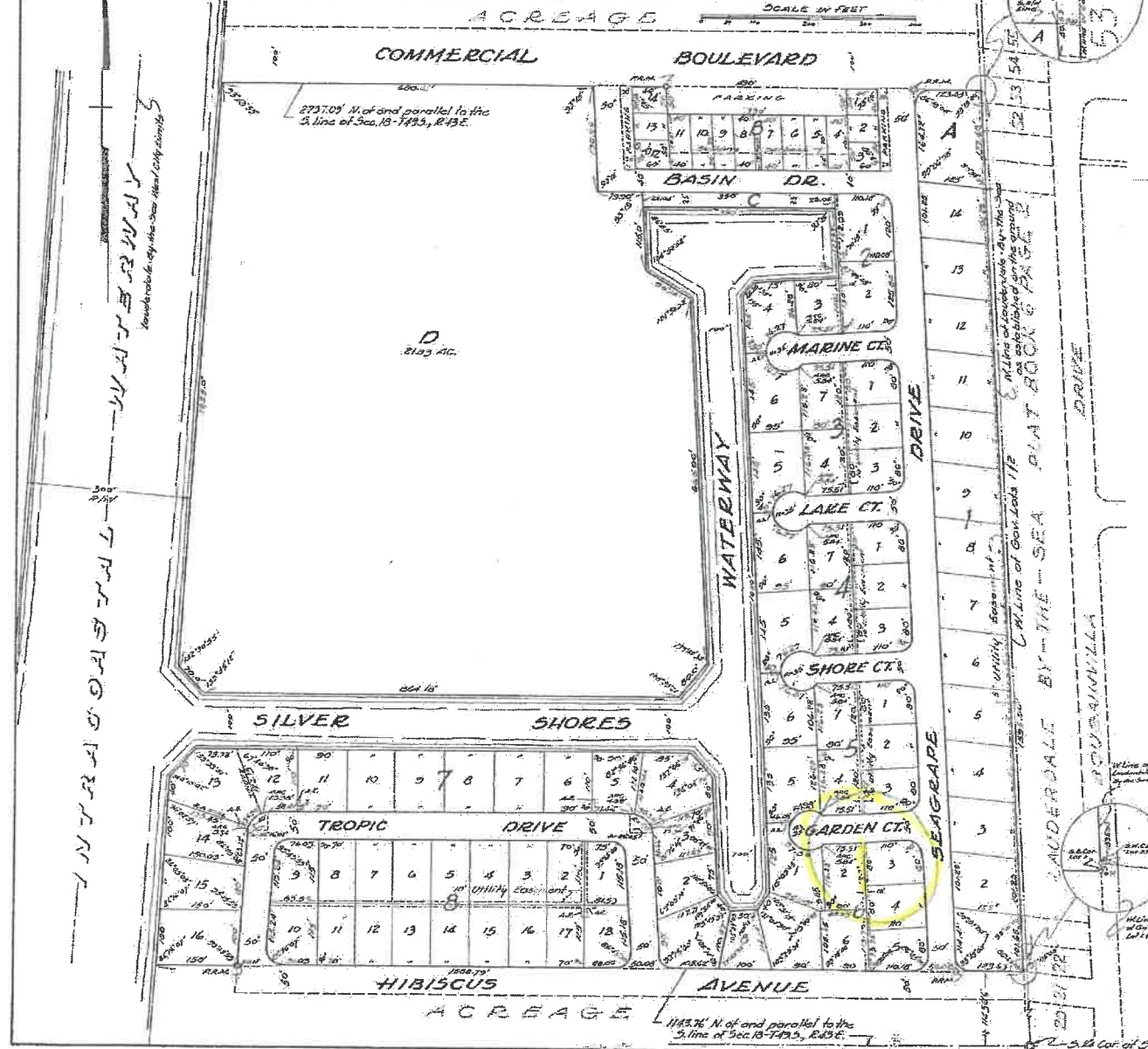
SHEET 1 OF 1

Silver Shores

SECTION OF LAUDERDALE · BY · THE · SEA ··· UNIT A

IN SEC. 18-TWP. 49S., R6E. 43E.
JOHN O. BRENDLA · CIVIL ENGINEER & LAND SURVEYOR · FT. LAUDERDALE, FLORIDA

ACREAGE SCALE IN FEET



DESCRIPTION
All that part of the south 2737.09 feet of the West one half (1/2) of Section 18, Township 49 South, Range 43 East, lying east of the Intracoastal Waterway, known as the Florida East Coast Canal, excepting therefrom the south 1143.76 feet thereof.

DEDICATION
KNOW ALL MEN BY THESE PRESENTS: That William S. Edgemon, Trustee, joined by Rebecca H. Edgemon, his wife, has caused the lands as described above to be surveyed, subdivided and plat laid in the manner as shown hereon and said plat shall be known as "SILVER SHORES SECTION OF LAUDERDALE-BY-THE-SEA - UNIT A".
The Boulevard, Street, Avenue, Courts and Drive as shown on said plat are hereby dedicated to the perpetual use of the public for proper purposes, reserving to themselves the reversion or reversions thereof whenever discontinued by law.
In witness whereof the said William S. Edgemon, Trustee, and Rebecca H. Edgemon his wife, have set their hands and seals this 20th day of February, A.D. 1952.
Witness John O. Brendla William S. Edgemon Trustee Seal
Witness Rebecca H. Edgemon Rebecca H. Edgemon Seal

ACKNOWLEDGEMENT
State of Ohio } ss. I hereby certify that on this day personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgments, William S. Edgemon, as Trustee for the owners, and Rebecca H. Edgemon, his wife, and they acknowledged to me the execution of the foregoing instrument for the purposes therein expressed.
In witness whereof I have hereunto set my hand and seal this 20th day of February, A.D. 1952.
My commission expires Feb. 19, 1955. Mineral P. ...
Notary Public - Hamilton County, Ohio

SURVEYORS CERTIFICATE
State of Florida } ss. This is to certify that I, John O. Brendla a Land Surveyor duly registered in the State of Florida, have surveyed the property as described hereon and as shown on the attached plat and that permanent reference monuments (R.M.) were set as shown and that said survey and plat are accurate and correct to the best of my knowledge and belief.
John O. Brendla
Registered Land Surveyor No. 563
STATE OF FLORIDA

COUNTY ENGINEER
Approved for record this 25th day of March, A.D. 1952.
James C. ...
County Engineer

TOWN PLANNING AND ZONING BOARD
This is to certify that the Town Planning and Zoning Board of Lauderdale-by-the-Sea has approved and accepted this plat.
Date Feb. 25th 1952. James C. ...
Chairman

TOWN COMMISSION
This is to certify that the Town Commission of Lauderdale-by-the-Sea has approved and accepted this plat for recording.
Date Feb. 25th 1952. James C. ...
Town Auditor and Clerk

This is to certify that this plat complies with the provisions of chapter 107.50 (No. 293) Laws of Florida, and was accepted for record by the Board of Commissioners of Broward County, Florida.
Attest Jed Cabot Sarahy Adams
Clerk of Circuit Court Deputy Clerk

This instrument filed for record this 7 day of MARCH, A.D. 1952 being recorded in Plat Book 28 at Page 39. Record verified.
TED CABOT Clerk of Circuit Court Sarahy Adams
BROWARD COUNTY, FLORIDA Deputy Clerk

Notes: Corner Radii are 25' unless otherwise shown.
Dimensions of corner lots are to intersections of tangents produced.
N.E. Indicates Anchor Encumbrance. 34.15'



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Kathie Magoles

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-13 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE VOLUNTARY REDUCTION AND ULTIMATE ELIMINATION OF SINGLE USE PLASTICS; PROVIDING FOR CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation:

On March 26, 2019, the Town Commission passed Ordinance 2019-03, prohibiting the use, sale, or distribution of plastic straws in any Commercial Establishment, Town Facility, or on Town Property, or by any Special Event Permittee. The Town Commission requested the ordinance come back after the Florida Legislative session ends on May 3, 2019 because the Legislature was considering bills to preempt municipal power to regulate single use plastics. The Town Commission had further discussion at the April 23, 2019 meeting, and requested that staff craft a resolution to urge voluntary reduction and ultimate elimination of all single use plastics, including straws, bags and single use cutlery for immediate adoption.

The primary intent of the resolution is to protect the environment and turtles, whose nesting season runs from March to November annually, as well as an effort to keep our ocean and beaches debris free. After presenting to the Town Commission at the February 12, 2019 meeting, Girl Scout Troop 10171 has continued their efforts to coordinate with local business on education on options to plastic straws. The businesses have responded well and many have eliminated plastic straws, or are offering the option of no straw to patrons. There are also several organizations that are dedicated to spreading the message of reduction and elimination of single use plastics. The Town will continue to coordinate with these entities to increase awareness of the detrimental effect of single use plastics and viable alternatives.

The resolution defines single use plastics to be reduced and/or eliminated and also defines what will not be affected. The resolution urges all commercial establishments within the Town to cease or reduce the use, provision, distribution, or sale of single use plastics.

Recommendation:

Consider approval of the resolution

Attachments:

[Cover Page.pdf](#)

[Ex1 Reso 2019-13.pdf](#)



Town Commission Agenda Item Report

Meeting Date: May 14, 2019

Submitted by: Kathie Magoles

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title:

Resolution 2019-13 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE VOLUNTARY REDUCTION AND ULTIMATE ELIMINATION OF SINGLE USE PLASTICS; PROVIDING FOR CONFLICTS, AND FOR AN EFFECTIVE DATE.

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The resolution defines single use plastics to be reduced and/or eliminated and also defines what will not be affected. The resolution urges all commercial establishments within the Town to cease or reduce the use, provision, distribution, or sale of single use plastics.

Recommendation:

Consider approval of the resolution

Attachments:

[Ex1 Reso 2019-13.pdf](#)

RESOLUTION NO. 2019-13

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,
URGING THE VOLUNTARY REDUCTION AND
ULTIMATE ELIMINATION OF SINGLE USE PLASTICS;
PROVIDING FOR CONFLICTS, AND FOR AN EFFECTIVE
DATE.**

WHEREAS, the Town of Lauderdale-By-The-Sea (“Town”) is committed to environmental conscientiousness; and

WHEREAS, discarded Single-Use Plastics (including Single-Use Plastic Straws, Single-Use Plastic Bags, and Single-Use Plastic Flatware and Dinnerware as defined in this Resolution) threaten wildlife and marine life and degrade and litter the beaches and waters off of Florida’s coast, which include areas within the Village; and

WHEREAS, Single-Use Plastics constitute a portion of the litter in the Town’s streets, parks, public places, and waterfront areas; and

WHEREAS, approximately 8.8 million tons of plastic pollution flows into the oceans each year and this amount is expected to double by 2025; and

WHEREAS, the use and distribution of Single-Use Plastics has a detrimental effect on the Town’s environment; and

WHEREAS, Single-Use Plastics are not compostable or biodegradeable, but instead photodegrade into smaller pieces which are then ingested by terrestrial and marine life and can eventually make its way into the human food chain and water supply generating a serious threat to our natural environment, marine, and wildlife, and to human health; and

WHEREAS, the Town recognizes the need to preserve, protect, and enhance the southeast Florida coastal waters and establishing goals concerning their environmental, ecological, and socioeconomic value; and

WHEREAS, reduction of Single-Use Plastics is a strategy to reduce marine debris and address the decline in coral reef ecosystems; and

WHEREAS, the Town considers the reduction and ultimate elimination of Single-Use Plastics, and education and outreach regarding the reduction and ultimate elimination of single-use plastics, of high importance; and

WHEREAS, several companies have announced plans to phase out and discontinue the use of Single-Use Plastics in their establishments worldwide; various municipalities have adopted

1 their own Single-Use Plastics prohibitions; and members of the media and public have expressed
2 their satisfaction and concerns with Single-Use Plastics prohibitions; and

3 **WHEREAS**, additionally, many businesses within the Town have voluntarily taken
4 affirmative steps to reduce Single-Use Plastics, and that these and other proactive efforts to
5 ultimately eliminate pollution by plastics are strongly encouraged; and

6 **WHEREAS**, the Town Commission finds that there are reasonable, environmentally-
7 friendly alternatives to Single-Use Plastics; and

8 **WHEREAS**, the Town Commission strongly encourages commercial establishments such
9 as restaurants and markets to educate their staff to promote Resusable Bags and to post signs
10 encouraging customers to use Reusable Bags; and

11 **WHEREAS**, the Town Commission deems it to be in the best interest of the Town and its
12 residents to urge the reduction of Single-Use Plastics with the ultimate goal of eliminating plastic
13 pollution in terrestrial and marine environments in furtherance of the protection of aquatic life and
14 the public's health, safety, and welfare.

15
16 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE**
17 **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:**

18
19 **SECTION 1. Recitals.** The foregoing "Whereas" clauses are hereby ratified and
20 confirmed as being true and correct and incorporated herein by this reference.

21 **SECTION 2. Definitions.**

22 I. *Reusable Bag* means a bag with handles that is specifically designed and
23 manufactured for multiple reuse and made of durable material specifically designed for and
24 provided to customers with the intention of multiple, long-term use and does not include any film
25 plastic bags. Includes *Recyclable Paper Bags* and *Compostable Carryout Bags*.

26 II. *Single-Use Plastics* means Single-Use Plastic Bags, Single-Use Plastic Flatware
27 and Dinnerware, and Single-Use Plastic Straws as defined herein.

28 III. *Single-Use Plastic Bag* means a bag provided by a company or individual to a
29 customer of a commercial establishment, typically at the point of sale, for the purpose of
30 transporting purchases, which is made predominantly of plastic derived from one or more of the
31 following: petroleum, a biologically-based source (such as corn or other plants), or polystyrene,
32 polypropylene, or polyethylene. This definition includes bags provided to a customer to transport

items provided free of charge, including but not limited to, samples and informational materials.
The following shall not be interpreted to be “Single-Use Plastic Bags”:

- (a) A Compostable Carryout Bag;
- (b) Any bag without handles provided to a customer;
- (c) Any bag to protect food or merchandise from being damaged or contaminated by other food or merchandise, when items are placed together in a reusable bag or recyclable bag, including produce bags;
- (d) Any bag to hold prescription medications dispensed from a pharmacy or veterinary office;
- (e) Any bag designed to be placed over articles of clothing on a hanger, including dry cleaning bags;
- (f) Door hanger bags;
- (g) Newspaper bags;
- (h) Garbage bags;
- (i) Pet waste bags;
- (j) Yard waste bags; and
- (k) Bags of any type that a customer previously owned and brings to a commercial establishment for his or her own use in carrying away store goods.

IV. *Single-Use Plastic Flatware and Dinnerware* means eating and serving utensils and plates, bowls, cups, and glasses provided by a company or individual to a customer of a commercial establishment, typically at the point of sale, made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene. Single-Use Plastic Flatware and Dinnerware does not include flatware and dinnerware made of non-plastic materials, such as paper, sugar cane, bamboo, or other similar materials.

V. *Single-Use Plastic Straw* means a straw or stirrer provided, sold, or distributed for the purpose of imbibing liquids or transferring a beverage from its container to the mouth of the drinker by suction or for the purpose of mixing a beverage, provided by a company or individual to a customer of a commercial establishment, typically at the point of sale, which is made predominantly of plastic derived from one or more of the following: petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene. A

1 Single-Use Plastic Straw does not include a straw that is made of non-plastic materials, such as
2 paper, sugar cane, bamboo, or other similar materials, and does not apply to pre-packaged drinks.

3 **SECTION 3. Urging Reduction of Single-Use Plastics.** The Town Commission of the
4 Town of Lauderdale-By-The-Sea, Florida, hereby urges all commercial establishments within the
5 Town, such as markets and restaurants to cease or reduce the use, provision, distribution, or sale
6 of Single-Use Plastics.

7 **SECTION 4. Conflicts.** All prior resolutions or parts thereof in conflict herewith are
8 repealed to the extent of such conflict.

9 **SECTION 5. Effective Date.** This Resolution shall become effective immediately upon
10 passage and adoption.

PASSED AND ADOPTED on this 14th day of May, 2019.

MAYOR CHRIS VINCENT

Attest:

Tedra Allen, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney