

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday April 25, 2023

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

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

Regular Town Commission

Tuesday, April 25, 2023, 6:30 PM

Jarvis Hall 4505 N. Ocean Drive

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION Mayor Vincent

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. U.S. Small Business Administration Presentation
[4-25-23 AM SBA Presentation.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

- 7.a. AMR March Report
[4-25-23 AM AMR Report.pdf](#)
[Ex. 1 AMR March 2023 Report.pdf](#)
- 7.b. BSO March Report
[4-25-23 AM BSO Report.pdf](#)
[Ex. 1 BSO March 2023.pdf](#)
- 7.c. VFD March Report
[4-25-23 AM VFD March Report.pdf](#)
[Ex. 1 Active Member Roster with EMS.pdf](#)
[Ex. 2 Activity Report.pdf](#)
[Ex. 3 Town Report Overview.pdf](#)

8. TOWN MANAGER REPORT

- 8.a. Town Manager Report for April 25, 2023
[4-25-23 AM Town Manager Report.pdf](#)
- 8.b. Q1 2023 Visitor Center Quarterly Report
[4-25-23 AM Visitor Center Q1 2023 Report.pdf](#)
- 8.c. February 2023 Finance Report
[4-25-23 AM February 2023 Finance Report.pdf](#)
[Ex. 1 Revenue Report February 2023.pdf](#)
[Ex. 2 Cash Investment Report February 2023.pdf](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. Approval of Minutes
[Approval of Minutes.pdf](#)
[4-11-23 Regular Town Commission Minutes.pdf](#)

11. CONSENT AGENDA

12. OLD BUSINESS

12.a. Marine Structures Discussion

[4-25-23 AM Marine Structures Part 2 Discussion JMC 4-20-23.pdf](#)

[Ex. 1 Ordinance 2022-02 Marine Structure Ordinance.pdf](#)

[Ex. 2 LBS Canals - Marine Features.pdf](#)

13. NEW BUSINESS

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS PUBLIC COMMENTS

- 17.a.** Resolution 2023-19: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT FOR A SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

[4-25-23 AM - ILA Solid Waste.pdf](#)

[Ex. 1 Resolution 2023-19 Approval of ILA with Broward Cnty For Solid Waste Disposal.pdf](#)

[Ex. 2 ILA Key Points.pdf](#)

[Ex. 3 Estimated Municipal Contributions Prior to Special Assessment 3-22-23.pdf](#)

- 17.b.** RESOLUTION 2023-20: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO MEMORANDUM OF POST CLOSING PAYMENTS FOR THE REAL PROPERTY LOCATED AT 4312 N. OCEAN DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PURCHASE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

[4-25-23 AM South Ocean Parking Lot Amendment.pdf](#)

[Ex.1 Resolution 2023-20 Authorizing the Amended and Restated Memorandum of Post Closing.pdf](#)

- 17.c.** RESOLUTION 2023-21 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH STATE CONTRACTING & ENGINEERING CORPORATION FOR PRE-CONSTRUCTION SERVICES FOR THE DOWNTOWN ENHANCEMENT PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[4-25-23 AM Downtown Enhancement Project Pre-Construction Services.pdf](#)

[Ex.1 Resolution 2023-21 Work Authorization with SCEC for Pre-Construction Services.pdf](#)

[Ex. 2 Preconstruction Services Proposal.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 ENSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

INVOCATION:

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



Agenda Item No: 5.a

Town Commission Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: Presentations

Subject Title: U.S. Small Business Administration Presentation

Explanation: Timothy Watson, Public Affairs Specialist for the U.S. Small Business Administration will give a brief presentation regarding SBA updates, the SBA Economic Injury Program and workshop opportunities.



Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Brooke Liddle, AMR

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: AMR March 2023 Report

Recommendation: Accept/Approve

Attachments: Ex.1 AMR March 2023 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
3/1/2023	4500 BLK Bougainvilla Dr	11:16:29	11:20:42	11:19:30	00:03:01
3/1/2023	5000 BLK N Ocean Blvd	17:23:05	17:25:36	17:26:28	00:03:23
3/1/2023	4400 BLK Bougainvilla Dr	22:27:38	22:27:46	22:30:12	00:02:34
3/2/2023	4600 BLK Poinciana St	10:28:14	10:33:38	10:32:25	00:04:11
3/2/2023	1900 BLK E Terra Mar Dr	12:52:13	12:52:52	12:55:59	00:03:46
3/3/2023	200 BLK Neptune Ave	18:03:29	18:03:59	18:08:59	00:05:30
3/4/2023	4600 BLK El Mar Dr	13:46:42	13:48:16	13:49:51	00:03:09
3/5/2023	4100 BLK Seagrape Dr	02:54:39	02:56:42	02:59:12	00:04:33
3/5/2023	100 BLK Commercial Blvd	04:18:48	04:21:23	04:22:38	00:03:50
3/5/2023	1900 BLK S Ocean Blvd	07:01:42	07:06:39	07:06:42	00:05:00
3/5/2023	100 BLK Commercial Blvd	17:07:12	17:09:44	17:10:21	00:03:09
3/5/2023	4500 BLK N Ocean Dr	22:51:41	22:54:58	22:55:00	00:03:19
3/5/2023	200 BLK Codrington Dr	23:51:41	23:56:46	23:56:47	00:05:06
3/6/2023	200 BLK Oceanic Ave	04:51:35	04:52:33	04:55:50	00:04:15
3/6/2023	1400 BLK S Ocean Blvd	22:23:03	22:23:21	22:28:00	00:04:57
3/6/2023	100 BLK Commercial Blvd	23:28:50	23:29:27	23:32:13	00:03:23
3/7/2023	Commercial Blvd / Sea Grape Dr	12:45:04	12:47:43	12:48:46	00:03:42
3/7/2023	4300 BLK N Ocean Dr	13:47:37	13:49:29	13:50:51	00:03:14
3/8/2023	1400 BLK S Ocean Blvd	02:13:26	02:16:09	02:18:51	00:05:25
3/8/2023	3900 BLK N Ocean Dr	04:40:13	04:42:03	04:44:00	00:03:47
3/8/2023	4400 BLK El Mar Dr	18:18:01	18:19:20	18:21:43	00:03:42
3/8/2023	1400 BLK S Ocean Blvd	19:13:34	19:13:45	19:17:00	00:03:26
3/9/2023	1500 BLK S Ocean Blvd	05:40:30	05:40:58	05:43:59	00:03:29
3/9/2023	1500 BLK S Ocean Blvd	09:26:36	09:26:55	09:30:05	00:03:29
3/9/2023	400 BLK N Ocean Dr	10:11:59	10:12:58	10:14:39	00:02:40
3/9/2023	4500 BLK N Ocean Dr	12:36:40	12:38:10	12:38:12	00:01:32
3/9/2023	1800 BLK Bel-Air Ave	17:27:48	17:27:53	17:32:02	00:04:14
3/9/2023	4900 BLK N Ocean Blvd	18:23:30	18:23:35	18:24:56	00:01:26
3/9/2023	1400 BLK S Ocean Blvd	22:34:03	22:34:07	22:38:16	00:04:13
3/10/2023	1500 BLK S Ocean Blvd	07:25:00	07:25:16	07:28:54	00:03:54
3/10/2023	4300 BLK El Mar Dr	12:42:54	12:44:13	12:46:49	00:03:55
3/10/2023	1800 BLK S Ocean Blvd	19:29:34	19:32:39	19:34:07	00:04:33
3/10/2023	6000 BLK N Ocean Blvd	21:34:34	21:36:56	21:38:30	00:03:56
3/10/2023	Commercial Blvd / El Mar Dr	21:53:57	21:54:25	21:58:24	00:04:27
3/11/2023	1900 BLK S Ocean Blvd	08:22:42	08:24:39	08:26:12	00:03:30
3/11/2023	4000 BLK N Ocean Dr	08:43:51	08:45:11	08:46:52	00:03:01
3/11/2023	5200 BLK N Ocean Blvd	12:06:51	12:07:33	12:10:22	00:03:31
3/11/2023	5100 BLK N Ocean Blvd	14:42:15	14:43:02	14:45:42	00:03:27
3/11/2023	1700 BLK S Ocean Blvd	16:33:47	16:34:29	16:36:49	00:03:02
3/11/2023	6000 BLK N Ocean Blvd	18:58:42	18:59:38	19:03:23	00:04:41
3/12/2023	200 BLK Corsair Ave	00:15:26	00:19:54	00:20:54	00:05:28
3/12/2023	3900 BLK N Ocean Dr	01:52:35	01:52:44	01:57:27	00:04:52
3/12/2023	100 BLK Commercial Blvd	12:55:00	12:56:00	12:58:16	00:03:16
3/12/2023	4400 BLK W Tradewinds Ave	17:01:10	17:01:22	17:04:45	00:03:35
3/12/2023	1400 BLK S Ocean Blvd	21:53:34	21:53:50	21:58:29	00:04:55
3/12/2023	4900 BLK N Ocean Blvd	22:14:54	22:16:52	22:16:53	00:01:59
3/12/2023	4600 BLK El Mar Dr	22:30:11	22:30:13	22:34:05	00:03:54
3/13/2023	1800 BLK S Ocean Blvd	08:26:38	08:27:12	08:29:18	00:02:40

3/13/2023	1800 BLK S Ocean Blvd	10:05:10	10:06:46	10:08:35	00:03:25
3/13/2023	1800 BLK S Ocean Blvd	11:08:14	11:08:28	11:09:52	00:01:38
3/13/2023	200 BLK E Commercial Blvd	16:14:05	16:17:42	16:17:54	00:03:49
3/14/2023	4600 BLK El Mar Dr	08:21:38	08:23:21	08:25:15	00:03:37
3/14/2023	200 BLK E Commercial Blvd	11:23:30	11:25:26	11:25:26	00:01:56
3/14/2023	3900 BLK N Ocean Dr	18:38:07	18:38:14	18:40:28	00:02:21
3/15/2023	4200 BLK Sea Grape Dr	01:36:02	01:37:38	01:39:51	00:03:49
3/15/2023	1400 BLK S Ocean Dr	05:33:29	05:34:54	05:39:11	00:05:42
3/15/2023	3200 BLK Fiesta Way	10:49:19	10:49:43	10:54:17	00:04:58
3/15/2023	100 BLK Commercial Blvd	20:02:13	20:02:18	20:05:12	00:02:59
3/16/2023	200 BLK Pine Ave	14:34:52	14:34:58	14:36:59	00:02:07
3/16/2023	200 BLK Hibiscus Ave	15:45:14	15:47:55	15:48:46	00:03:32
3/16/2023	6000 BLK N Ocean Blvd	20:53:57	20:54:34	20:58:08	00:04:11
3/17/2023	1400 BLK S Ocean Blvd	04:51:31	04:51:38	04:56:08	00:04:37
3/17/2023	4600 BLK N Ocean Dr	17:41:56	17:42:01	17:43:59	00:02:03
3/17/2023	4600 BLK N Ocean Dr	23:19:21	23:21:11	23:21:35	00:02:14
3/18/2023	4500 BLK Bougainvillea Dr	10:25:58	10:27:10	10:28:17	00:02:19
3/19/2023	4300 BLK El Mar Dr	00:46:20	00:46:30	00:49:43	00:03:23
3/19/2023	Commercial Blvd / E Tradewinds Ave	21:49:19	21:50:19	21:53:51	00:04:32
3/19/2023	Commercial Blvd / E Tradewinds Ave	22:45:28	22:46:09	22:47:03	00:01:35
3/20/2023	4100 BLK Bougainvillea Dr	08:35:34	08:37:16	08:38:54	00:03:20
3/20/2023	1400 BLK S Ocean Blvd	13:50:45	13:51:03	13:52:26	00:01:41
3/20/2023	4400 BLK El Mar Dr	21:13:23	21:14:25	21:16:47	00:03:24
3/21/2023	5100 BLK N Ocean Blvd	10:36:48	10:38:47	10:40:11	00:03:23
3/21/2023	4500 BLK El Mar Dr	14:49:31	14:52:46	14:52:47	00:03:16
3/21/2023	4000 BLK N Ocean Blvd	18:00:06	18:03:09	18:04:49	00:04:43
3/21/2023	200 BLK Commercial Blvd	18:43:24	18:43:32	18:46:55	00:03:31
3/21/2023	2000 BLK Sailfish Pl	23:35:32	23:35:41	23:39:40	00:04:08
3/22/2023	1800 BLK S Ocean Blvd	07:14:21	07:16:32	07:19:28	00:05:07
3/22/2023	4000 BLK N Ocean Dr	13:43:18	13:43:26	13:45:25	00:02:07
3/23/2023	4100 BLK N Ocean Dr	03:27:31	03:27:50	03:30:22	00:02:51
3/23/2023	4200 BLK Seagrape Dr	11:26:59	11:27:20	11:29:11	00:02:12
3/23/2023	100 BLK Commercial Blvd	12:43:52	12:45:03	12:47:06	00:03:14
3/23/2023	4500 BLK N Ocean Dr	13:04:00	13:06:08	13:06:09	00:02:09
3/23/2023	N Ocean Blvd / Pine Ave	13:56:14	13:58:16	13:59:24	00:03:10
3/24/2023	4000 BLK N Ocean Dr	08:07:37	08:07:56	08:10:39	00:03:02
3/24/2023	1400 BLK S Ocean Blvd	08:46:11	08:46:18	08:50:27	00:04:16
3/24/2023	200 BLK Commercial Blvd	09:53:02	09:54:18	09:55:48	00:02:46
3/24/2023	4600 BLK N Ocean Dr	14:15:19	14:18:04	14:18:36	00:03:17
3/24/2023	200 BLK Pine Ave	15:15:29	15:17:37	15:19:28	00:03:59
3/24/2023	1800 BLK S Ocean Blvd	22:05:45	22:09:14	22:10:05	00:04:20
3/25/2023	4200 BLK El Mar Dr	11:43:16	11:44:23	11:45:29	00:02:13
3/25/2023	200 BLK S Tradewinds Ave	14:05:10	14:05:24	14:08:08	00:02:58
3/25/2023	1400 BLK S Ocean Blvd	15:03:17	15:03:24	15:04:15	00:00:58
3/25/2023	4300 BLK N Ocean Dr	17:20:10	17:21:43	17:23:28	00:03:18
3/25/2023	200 BLK Pine Ave	18:48:54	18:50:00	18:51:43	00:02:49
3/25/2023	1400 BLK S Ocean Blvd	20:55:26	20:55:31	20:59:10	00:03:44
3/25/2023	1400 BLK S Ocean Blvd	22:22:34	22:23:22	22:25:53	00:03:19

3/26/2023	3900 BLK N Ocean Dr	06:44:08	06:45:37	06:46:11	00:02:03
3/26/2023	4200 BLK Seagrape Dr	10:00:29	10:01:55	10:03:50	00:03:21
3/27/2023	4100 BLK Seagrape Dr	14:29:02	14:30:41	14:33:14	00:04:12
3/27/2023	100 BLK Commercial Blvd	18:49:55	18:50:57	18:53:51	00:03:56
3/28/2023	4100 BLK N Ocean Dr	05:04:02	05:04:56	05:09:27	00:05:25
3/28/2023	4600 BLK N Ocean Dr	20:46:28	20:47:48	20:47:50	00:01:22
3/28/2023	5000 BLK N Ocean Blvd	18:11:09	18:12:13	18:13:53	00:02:44
3/29/2023	100 BLK Commercial Blvd	02:56:03	02:58:55	03:00:05	00:04:02
3/29/2023	4600 BLK N Ocean Dr	08:04:21	08:06:56	08:06:59	00:02:38
3/29/2023	4300 BLK Poinciana St	15:12:57	15:14:22	15:17:22	00:04:25
3/29/2023	1900 BLK E Terra Mar Dr	20:02:48	20:03:24	20:08:20	00:05:32
3/29/2023	6000 BLK N Ocean Blvd	22:31:29	22:32:22	22:36:00	00:04:31
3/29/2023	N Ocean Dr / Imperial Ln	20:35:35	20:36:26	20:39:32	00:03:57
3/29/2023	6000 BLK N Ocean Dr	22:32:28	22:33:01	22:36:13	00:03:45
3/31/2023	4100 BLK N Ocean Dr	05:37:18	05:37:36	05:42:00	00:04:42
3/31/2023	4600 BLK N Ocean Dr	11:14:39	11:16:07	11:18:43	00:04:04
3/31/2023	4600 BLK El Mar Dr	19:16:40	19:18:31	19:20:18	00:03:38
	6 Min or Less = 100%		Average =		0:03:32



Agenda Item No: 7.b

Town Commission Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Captain Tom Palmer, BSO

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO March 2023 Report

Recommendation: Accept/Approve

Attachments: Ex.1 BSO March 2023 Report



Date: April 4, 2023

To: Linda Connors
Town Manager

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

Subject: BSO Public Safety Report- March 2023

PERSONNEL CHANGES:

None.

EMPLOYEE OF THE MONTH: Detective Benya "Ben" Koos

During the end of February, an unidentified W/M defeated the anti-theft device and removed a two-pack of Milwaukee Tools batteries (value \$179) from Ace Hardware at 232 Commercial Blvd. The suspect then stole a customer's unlocked bicycle from the parking area, and fled southbound on Seagrape Dr. Due to a time delay in reporting the incident, responding deputies were unable to locate the offender. The case was later assigned to district detectives where Detectives Koos and Genovese obtained surveillance video of the suspect, which revealed the suspect was wearing very distinctive clothing. A flyer was prepared and distributed by Detective Genovese. Detective Koos later visited numerous nearby locations in Ft Lauderdale, and displayed the photo to homeless individuals, who identified the suspect as "Patrick." Detective Koos then searched the BSO PICS (booking photos) database for W/M's named "Patrick" who fit the description. From the hundreds of photos, he eventually identified Patrick Mullis (W/M 4/28/63) as the possible suspect.

On March 3, Detective Koos conducted a background investigation of possible suspect Mullis and discovered a felony Grand Theft warrant for his arrest from Palm Beach County. At approximately 9:45 AM, while responding to a theft in progress call at the intersection of Palm Av/EL Mar Dr, Detective Koos observed Mullis walking northbound in the 4200 block of N Ocean Dr carrying a green shopping bag. Mullis was wearing the same clothing as on the date of the Ace Hardware thefts. Mullis was detained and the items in the shopping bag were determined to have just been stolen from a nearby CVS on Galt Ocean Drive in the City of Fort Lauderdale. Deputy Hernandez responded to the CVS in Ft Lauderdale and discovered in-store video confirming Mullis had just stolen almost \$200 worth of items, which still had the CVS labels attached. FLPD detectives

responded to additionally charge Mullis with Felony Theft, due to his numerous prior convictions. Mullis was later interviewed by Detective Koos and made statements placing himself at the scene of the Ace Hardware thefts. Due to Mullis' history of 35 misdemeanor and 19 prior felony convictions, the LBTS Misdemeanor Theft was upgraded to Felony Theft for 3rd or Subsequent Offense. Mullis was additionally charged with the active Grand Theft warrant.

Additionally on March 3, Deputy Swadkins responded to a dispatched delayed report that a Latin Male, armed with a hatchet, had just cut the landscaping rope at the Palm Avenue beach portal, and stole approximately 100 feet of nylon rope used to prevent entry into the protected dunes/sea oats. The suspect fled southbound on N Ocean Dr into Fort Lauderdale, where video surveillance captured him entering a vehicle in the 4100 block. The suspect was observed wearing a distinctive head covering and a backpack.

After completing the arrest documents and processing Patrick Mullis, Detective Koos turned his attention to the aforementioned prior theft at the Palm Avenue beach portal. Detective Koos reviewed surveillance video and responded to the area where the vehicle was parked to display photos of the suspect and determine if he was staying at the nearby hotel. Unable to locate anyone who recognized the suspect, Detective Koos contacted the witness/reporter for more information.

More than four hours later, Detective Koos was still searching the area for the suspect and considered the possibility the suspect had returned to the beach area. Detective Koos then walked onto the beach at the scene of the original crime and observed a possible suspect fitting the description, sitting on the sand some distance away. He then contacted Deputies Klier and Bickel, who were conducting UTV beach patrol, and directed them to the suspect. The missing rope was neatly coiled next to the suspect, who was easily taken into custody. Cleiton Neves-Soares (B/L/M 04/25/87) was also found in possession of the described hatchet and a LBTS orange life ring, which was missing from the nearby stanchion, where it is reserved to potentially assist surfers/swimmers in peril. Neves-Soares admitted to the crimes and was charged accordingly with Petit Theft. The suspect was then transported to the BSO Main Jail.

Detective Koos' actions were truly exemplary, having solved three crimes by arrest in the same shift. As a result of his excellent investigative efforts, tenacity, and determination to "go the extra mile" Detective Koos was awarded Deputy of the Month for March 2023.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are no individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 23 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 669 miles and 90.75 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. One (1) individual required and was provided mental health services. Five (5) individuals experiencing homelessness were contacted during the month. Two (2) were issued a trespass warning from commercial establishments and all 5 refused services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us @BSOLBTS.

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

BSO Special Olympics Torch Run Fundraiser and Community Outreach at the LBTS

Farmers Market: The Broward Sheriff's Office Lauderdale by the Sea District deployed a tent at the LBTS Farmers Market for Community Outreach and for fundraising for the Law Enforcement Special Olympics Torch Run. Lieutenant Wesolowski attended the event.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2303-000040
DATE/TIME: 03/02/2023 @ 1258 hrs
LOCATION: 1700 S Ocean Blvd
SUSPECT: BM, 35-40 YOA, 5'09", 180-200 pounds
INCIDENT: Burglary Conveyance
SUMMARY: Deputies responded to a delayed burglary conveyance that occurred. It was determined that a BM male subject entered the plumbing van by smashing out the passenger side front window and removed a Rigid "See-snake" camera valued at approximately \$13,000 and a Rigid Scout Locator valued at approximately \$2500 dollars. Suspect has brown eyes, full beard neatly trimmed, wearing a gray ball cap with a design, gray shirt with a black long sleeve under shirt, and black jeans. Investigation is ongoing.

CASE: 13-2303-000058
DATE/TIME: 03/03/2023 @ 0003hrs
LOCATION: 1500 S. Ocean Blvd
SUSPECT: Michael P. Patton (w/m, 07/04/1960)
INCIDENT: Warrant-Driving While License Suspended
SUMMARY: Deputy Goodwin observed the above listed suspect riding a bicycle northbound at the 1800 Block of S. Ocean Blvd., pulling a cart with aluminum metal pieces. Goodwin contacted the individual and learned that the suspect had an active Broward County warrant to arrest for suspended license. The defendant was transported to the BSO main jail without incident.

CASE: 13-2303-000059
DATE/TIME: 03/03/23 @ 0112
LOCATION: 4400 Poinciana St
SUSPECT: Grayson Charles Giddy W/M 08/19/80
INCIDENT: Warrant Arrest-Resist Arrest & Child Support Violation
SUMMARY: Deputy Figueroa located Giddy in the passenger seat of a vehicle that was parked at the empty Community Church. An NCIC/FCIC check of Giddy revealed 2 warrants. Writ of arrest for child support and a Resist arrest w/o violence. He was transported to BSO Main Jail without incident.

CASE: 13-2303-000069
DATE/TIME: 03/03/23 @ 0938 hrs
LOCATION: 1 Palm Av (Portal)
SUSPECT: Cleiton Neves-Soares L/M 04/25/1987
INCIDENT: Petit Theft
SUMMARY: Deputies responded to a dispatched report from a witness that a Latin Male, armed with a hatchet, had just cut the landscaping rope at the Palm Avenue beach portal, and stolen approx.. 100 feet of nylon rope used to prevent entry into the protected sea oats. The suspect fled southbound on N Ocean Dr into FT Lauderdale, where video surveillance captured him entering a vehicle in the 4100 block. More than 4 hrs later, Det Koos was still searching the area for the suspect and walked onto the beach at the scene of the original crime and observed the suspect sitting nearby. Det Koos then directed Deputies Klier/Bickel who were conducting UTV beach patrol to the suspect, who was found in possession of the rope and hatchet. The suspect had additionally taken an orange life ring. Neves-Soares was charged with theft and transported to the BSO main jail.

CASE: 13-2302-000912
DATE/TIME: 03/03/23
LOCATION: 232 Commercial Blvd (Ace Hardware)
SUSPECT: Patrick Mullis W/M 04/28/1963
INCIDENT: Retail Theft-Felony

SUMMARY: On 02/27/23 an unidentified W/M defeated the anti-theft device and stole a two-pack of Milwaukee Tools batteries (value \$179) from Ace Hardware. The suspect then stole a customer's unlocked bicycle from the parking area, and fled S/B on Seagrape Dr.

UPDATE: The case was later assigned to District Criminal Investigations where Detectives Koos/Genovese obtained surveillance video of the suspect, who was wearing distinctive clothing. A flyer was prepared and distributed by Det Genovese. Det Koos then visited numerous nearby locations in Ft Lauderdale, and displayed the photo to homeless individuals, who identified the suspect as "Patrick." Det Koos searched BSO PICS for W/M's named Patrick who fit the description, eventually identifying Patrick Mullis (W/M 4/28/63). On 03/03/23, while enroute to the aforementioned theft at the Palm Portal, Det Koos observed Mullis walking N/B in the 4200 block of N Ocean Dr carrying a green shopping bag. Mullis was detained and the items in the shopping bag were determined to have just been stolen from a nearby CVS on Galt Ocean Dr. Dep Hernandez discovered in-store video confirming the theft and FLPD detectives responded to additionally charge Mullis with Felony Theft. An NCIC check also produced Active Felony warrants for Grand Theft from PBSO. Due to Mullis' history of 35 misdemeanor and 19 felony convictions, the LBTS Misdemeanor Theft was upgraded to Felony Theft for 3rd or Subsequent offense. Arrestee was transported to the BSO Main Jail.

CASE: 13-2303-000102
DATE/TIME: 03/04/23 @ 1037 hrs
LOCATION: 4540 N Ocean Drive
SUSPECT: N/A
INCIDENT: Theft of Bicycle

SUMMARY: Between 03/03/23 1200Hrs and 03/04/23 0900Hrs Unknown subject(s) removed the victim's bicycle from the complex's bike rack by cutting the bike lock. Unknown description, unknown direction of travel. Building has surveillance cameras, but they could not be reviewed at the time. Stolen property is a black and gray Schwinn Mountain bike valued at approximately \$300 dollars, no distinct features. No serial number available.

CASE: 13-2203-000144
DATE/TIME: 03/05/2023 @ 1541 HRS
LOCATION: South Ocean Blvd/ Terra Mar Dr
VEHICLE: 2019 White Chevy Suburban FL 70BZRQ
INCIDENT: FS Recovery (LPR)

SUMMARY: Dep Garner was monitoring the town's LPR system when he received an LPR hit regarding a stolen vehicle traveling Southbound on Ocean Blvd, from Terra Mar Dr. A felony traffic stop was conducted at 5554 N Federal Hwy and the driver was detained. Investigation revealed that the vehicle was entered as stolen due to civil dispute between the registered owner and driver. The registered owner responded and took possession of the vehicle and the driver was released. The vehicle was removed from FCIC/NCIC as stolen.

CASE: 13-2303-000181
DATE/TIME: 3/5/23 @ 0055
LOCATION: 282 Hibiscus Ave
VEHICLE: 2018 White Cadillac STX FL/Tag HTJV41
ARRESTEES: Cam'ron Lewis, bm 09/20/02 & Helen Peters, bf 02/07/96
INCIDENT: Auto Theft-**KEY FOB-ARREST**
SUMMARY: Victim stated that she parked her vehicle in the condo parking lot yesterday afternoon. Today, when she went to check on her vehicle, she discovered it was missing. Victim stated that she left the key fob inside the vehicle. On March 13, detectives were notified that the above listed suspects were arrested in the stolen vehicle in Colorado. The victim did not know the suspects.

CASE: 13-2303-000180
DATE/TIME: 3/5/23 @ 0120hrs
LOCATION: 4552 Bougainvillea Dr
INCIDENT: Theft-Bicycle
SUMMARY: Victim advised that an unknown suspect removed his Trek bicycle. Investigation is ongoing.

CASE: 13-2303-000218
DATE/TIME: 03/2/23 – 3/7/23
LOCATION: 3900 N. Ocean Dr
VEHICLE: 2008 Silver Honda Element FL
INCIDENT: Theft of Auto Parts- Catalytic Converter
SUMMARY: The victim advised that sometime over the past five days, unknown suspect(s) removed the catalytic converter on his Honda Element. Investigation is ongoing.

CASE: 13-2203-000238
DATE/TIME: 03/07/2023 @ Delayed 0830 HRS – 1700 HRS
LOCATION: 4403 W Trade Winds Ave – Parking lot
INCIDENT: Theft of Auto Parts – Catalytic Converter
VEHICLE: 2017 Mitsubishi Outlander
SUMMARY: Deputies responded to a delayed call reference to the theft of a catalytic converter. This case is related to the one listed above. Investigation is ongoing.

CASE: 13-2303-000265
DATE/TIME: 03/08/23 @ 0937 hrs
LOCATION: 4562 Bougainvillea Dr, LBTS
INCIDENT: Theft of Auto Parts- Catalytic Converter
SUMMARY: Deputies responded to a delayed call reference to the theft of a catalytic converter. This case is related to the ones listed above. Investigation is ongoing.

CASE: 13-2303-000265
DATE/TIME: 03/08/23 @ 1053 hrs
LOCATION: 4562 Bougainvillea Dr
SUSPECT: Unknown
VEHICLE: 2021 Mitsubishi Outlander
INCIDENT: Burglary Conveyance (Catalytic converter)
SUMMARY: Unknown suspect(s) cut the catalytic converter from the victim's rented Mitsubishi Outlander Sport. Investigation is ongoing. All 3 cases are related.

CASE: 13-2303-000282
DATE/TIME: 03/08/23 @ 2239 hrs
LOCATION: 4660 El Mar Drive
ARRESTEE: Richard Knight, wm, 05/20/80
INCIDENT: Battery
SUMMARY: Deputy Figueroa responded to the Plunge Hotel in reference to a Guest that assaulted the on-duty security guard. The arrestee was vacationing from New Hampshire, was highly intoxicated and began to harass the front desk staff. Security was called and the security guard walked the arrestee to his room. As they approached the room the security guard advised that he was attacked by the suspect who threw him into the wall and began to choke him. The confrontation spilled into the room where the security guard was thrown to the ground. The guard was able to evade the attack and call police. Upon deputies' arrival, the suspect was located, arrested and transported to the BSO Main Jail.

CASE: 13-2303-000180 (Det Genovese)
DATE/TIME: 03/09/23 @ 0635 hrs
LOCATION: 4500 Poinciana St
SUSPECT: Stephen Cargill W/M 12/19/84
INCIDENT: Theft (Felony)
SUMMARY: On 3/6/23, at 4552 Bougainvillea Dr, an unknown suspect removed the victim's bike (valued at approximately \$500.00) by defeating the lock with a pair of bolt cutters. The incident was captured on video surveillance whereas Det Koos was able to positively identify the suspect, having previously arrested him for a similar crime in September 2022. On 3/9/23, at 0635 hrs, Cargill was observed at 4500 Poinciana St, while riding a bike towing a trailer. During a post-Miranda statement, Cargill admitted to taking the bike in this incident. An inventory of his property produced a pair of bolt cutters, miscellaneous hand tools, and bike parts. He was wearing the same shoes as recorded in the video. The suspect was arrested and transported to the BSO Main Jail.

CASE: 13-2303-000307
DATE/TIME: 03/09/23 @ 1706 hrs
LOCATION: 4319 N Ocean Dr (Walgreens)
SUSPECT: Natasha Victoria Martin W/F 06/20/1984
INCIDENT: Petit/Retail Theft 3rd or Subsequent Offense (Felony)
SUMMARY: Deputies responded to the Walgreens in reference to a theft which had just occurred. Dep Klier issued a BOLO for a W/F, who just taken personal cosmetic/hygiene items, clothing and fled on foot without payment. An area search was conducted, and surveillance photos sent to all deputies. Approx. 30 minutes later, Sea Ranch Lakes Police Officer Koch stated he was watching, who he believed to be the suspect. She had changed into the stolen clothing, but he recognized her from being issued a 'trespass warning' from the SRL CVS the prior evening. Sgt Bachan responded and detained the suspect, identified as Natasha Martin, at 5000 N Ocean Blvd. A show up was conducted, and Martin was positively identified. The arrestee was transported to the main jail.

CASE: 13-2303-000319
DATE/TIME: 3/9/23 0900 - 3/10/23 0930
LOCATION: 1481 S Ocean Blvd
SUSPECT: Unknown
VEHICLE: 2012 blue ford F250 Super Duty
INCIDENT: Auto Theft / Attempt
SUMMARY: Victim advised he last viewed his vehicle on 3/9/23 at 0900 hrs. He was notified by a neighbor on 3/10/23 at 0930 hrs that the vehicle's hood was partially raised. Victim discovered the driver door lock cylinder pried. He checked the interior and found the vehicle control module disconnected and on the center console and the wires protruding from the passenger kick panel at the floor. He further discovered the steering column ignition cylinder was pried as well. Additionally, he discovered disconnected wire fittings behind the battery. Investigation is ongoing.

CASE: 13-2203-000408
DATE/TIME: 03/12/23 @ 2233 hrs
LOCATION: 271 Avalon Av
SUBJECT: Damain Diaz (W/L/M, 3/20/2002)
INCIDENT: Disorderly Intoxication/Trespass after Warning
SUMMARY: Deputies responded in reference to a male banging and screaming at the front door of the residence. The victim reported that she was scared, and the subject was refusing to leave her property and was sitting in front of the residence. Upon Deputies' arrival, contact was made with the suspect who was extremely intoxicated and being belligerent and refusing to leave the area. The subject was trespassed from the property by the property owner and arrested for refusing to leave the area and disorderly intoxication. The suspect was transported to the BSO Main Jail.

CASE: 13-2303-000422 (Deputy Yates)
DATE/TIME: 03/13/2023 @ 0850 hrs
LOCATION: 4325 W Tradewinds Ave
SUSPECT: UNK
VEHICLE: 2020 Porsche Macan FL tag QUNU55
INCIDENT: Auto Theft-Key Fob
SUMMARY: The victim last saw her vehicle in her driveway on 03/12/23 at 1930 hours. Vehicle was discovered stolen on 03/13/23 at 0850 hours. Ring camera, that covers driveway, does not show the theft of the vehicle, as there are no lights in area and camera did not alert. Key fob was left inside of the vehicle. The vehicle was captured on the town's LPR at 0201 hours 03/13/23 going west over Commercial Blvd bridge.

CASE: 13-2302-000505
DATE/TIME: 3/15/23 @ 1:15pm
LOCATION: 4100 N Ocean Dr.
SUSPECT: Nader Sammour 11/2/58
VEHICLE: 2016 Land Rover
INCIDENT: Recovered Stolen Vehicle-ARREST
SUMMARY: Land Rover was spotted by LPR south on A1A from Terramar. Units responded and conducted a felony stop in the 4100 Block A1A. Nader Sammour 11/2/58 was driving the vehicle. The report stated an affidavit was signed but victim did not want to press charges, and only wanted the vehicle returned. Further inquiry into the report stated the vehicle was loaned to Nader in February of 2022. Vehicle was removed from system and towed from the scene.

CASE: 13-2303-000506
DATE/TIME: 03/15/23 @ 3:30pm
LOCATION: 4400 El Mar Dr
SUSPECT: Cory Downard 1/8/82
INCIDENT: Felony Grand Theft
SUMMARY: The suspect and his wife had lunch and drinks at the Village Pump, after creating a disturbance, they were asked to leave. After the suspect left the business, he returned and stole two purses, that were located on the bar. The suspect fled and Deputies located and placed Downard into custody at A1A and Commercial. A records check revealed that Downard is on Federal Probation for Possession of a Firearm by a Convicted Felon. Probation Officer notified who stated they will violate his Federal Probation. The suspect was arrested and transported to the BSO Main Jail.

CASE: 13-2303-000538
DATE/TIME: 3/16/2023 @ 0933 hrs
LOCATION: 4500 N Ocean Dr.
SUBJECT: Olga Portilla W/F 4/4/1983
VEHICLE 1: 2020 Toyota Corola 4D
INCIDENT: Traffic Arrest Habitual/DUI Capias
SUMMARY: Dep. Kratz conducted a traffic stop on the above vehicle for a traffic violation. Upon conducting a teletype check, it was learned that her Florida DL was suspended 17x plus a 60 month revocation for Habitual Traffic Violator Status and a confirmed DUI capias out of Sumpter County. The arrestee was transported to the BSO Main Jail.

CASE: 13-2303-000566
DATE/TIME: 03/17/23 @ 0816 hrs
LOCATION: 4700 N Ocean Blvd
ARRESTEE: Juan Villota W/M 06/02/01
INCIDENT: Warrant Arrest/DWLS
SUMMARY: Traffic stop was conducted for an infraction and a Teletype check revealed an active arrest warrant for Driving While License Suspended or Revoked. Subject was charged accordingly and TOT main jail.

CASE: 13-2303-000634
DATE/TIME: 03/19/23 @ 0511 hrs
LOCATION: 4600 Poinciana Street
SUBJECT: Brian Lee Sharp W/M 08/18/1971
INCIDENT: Poss. of Drug Paraphernalia and capias for Poss. of Drug Paraphernalia
SUMMARY: Deputy Goodwin conducted an area check while on bike patrol, encountered the above-named arrestee. Computer check revealed an active warrant out of Broward County for Possession of Drug Paraphernalia. During inventory of subject's personal property, a glass style pipe was located with narcotics residue in the subject's property.

CASE: 13-2203-000672
DATE/TIME: 03/20/2023 @ 1828 hrs
LOCATION: 263 Harbor Drive
INCIDENT: Felony Arrest-DWLS
SUSPECT: Khambria Brown BF, 12/14/1993
SUMMARY: Dep Ogando was conducting traffic enforcement and conducted a traffic stop on a Black Nissan. The driver attempted to lie about her name and investigation revealed that her FL DL was suspended as a habitual violator, and she also had an arrest warrant for DWLS. She was arrested and TOT main jail.

CASE: 13-2203-000680
DATE/TIME: 03/20/2023 @ 2257 hrs
LOCATION: 4300 N Ocean Blvd
SUSPECT: Johnny Saxon BM 08/29/1993
INCIDENT: Felony Arrest-DWLS
SUMMARY: Dep Almodovar was conducting traffic enforcement and conducted a traffic stop on a silver Nissan. Investigation revealed the driver had a suspended D/L (3 convictions). He was arrested and TOT main jail for Felony DWLS.

CASE: 13-2303-000739
DATE/TIME: 3/22/2023 @ 0932 hrs
LOCATION: 232 Commercial Blvd
SUSPECT: B/M approx. 35 yoa, 5'7 ft tall, thin, wearing a covid mask, gray shirt/gray pants with Walken Industries printed on shirt.
INCIDENT: Retail Theft
SUMMARY: Suspect walked to the rear sales counter to pay for an item while holding a Graco True Coat 360 paint sprayer box valued at \$289.99. A small item was paid for by cash and the suspect told the clerk he already paid for the paint sprayer at the front sales counter. The suspect quickly exited the store with the paint sprayer in his possession and fled the area in a white Infiniti Q50 sedan. Detectives have active leads on this case and the investigation is ongoing.

CASE: 13-2303-000803
DATE/TIME: 3/24/2023 @ 0400 hrs
LOCATION: 5400 N Ocean Blvd.
ARRESTEE: Matheus H Dos-Reis 06/03/04
INCIDENT: Traffic/Drug Arrest
SUMMARY: The arrestee was observed driving recklessly within the town of Lauderdale by the Sea. A traffic stop was conducted, and the suspect was placed under arrest for Reckless Driving. Search incident to arrest, the suspect was found in possession of Marijuana. The suspect was charged with Reckless Driving, Possession of Marijuana under 20 grams and DWLS. The suspect was transported to the BSO Main Jail.

CASE: 13-2303-000848
DATE/TIME: 3/25/2023 @ 1150 hrs.
LOCATION: Hibiscus Ave/ N Ocean Drive.
SUBJECT: Ghilherme Bonifacio Ferreira 07/31/94
INCIDENT: FS Recovery-ARREST

SUMMARY: Deputies responded to the area of Hibiscus Ave/ N Ocean Drive in reference to a medical call (passed out person). Contact was subsequently made with the offender who was in possession of a stolen vehicle (2019 Burgundy Mitsubishi Mirage WV tag 65Y784) reported stolen out of Miami Beach FL on 03/18/23. Offender was interviewed by Detective Koos and advised he found the keys on Miami Beach approximately 3 days ago and also took possession of the vehicle that day. Offender charged accordingly and transported to the BSO Main Jail.

CASE: 13-2203-000924

DATE/TIME: 03/27/2023 @ 2050 hrs

LOCATION: N Ocean Drive/Washingtonia

ARRESTEE: Marylyn Porier BF 04/20/1989

INCIDENT: Aggravated Battery/W use of Vehicle – Domestic Violence

SUMMARY: Dep Almodovar and Dep Pitulan responded to the above location reference a domestic dispute regarding the victim's wife attempting to run him (Husband), and his current girlfriend (V2/Passenger) off the road with her vehicle. Deputies responded and the victim's wife had fled the scene. The investigation revealed that the suspect used her vehicle as a deadly weapon and intentionally crashed into the victims' vehicle while occupied. This caused the victims to become jostled by their vehicle within, and they were also afraid she was going to continue her aggression and called 911. The suspect was located at her residence in Pompano and was placed into custody and transported to the BSO Main Jail.

CASE: 13-2303-001025

DATE/TIME: 03/30/23 @ 1910 hrs

LOCATION: 117 Commercial Blvd

INCIDENT: Theft - Retail/ Shoplifting

SUMMARY: At approximately 1910Hrs, a W/M wearing a black beanie, black polo shirt with the following white inscriptions in the front "Hope will never be silent", black shorts and dark sandals, entered the store and grabbed 1 box of chocolate covered pretzel rods valued in \$15.99. He walked outside the store and left the area without any attempt of payment. Investigation is ongoing.

CASE: 13-2303-001011

DATE/TIME: 3/30/2023 @ 0817 hrs

LOCATION: 4700 N Ocean Blvd

SUSPECT: Myron A Green 11/30/83

INCIDENT: Capias Arrest

SUMMARY: Traffic Stop conducted on a 2014 White GMC SUV FL Tag 39DCQK in refence to an LPR Hit (Expired Tag). Routine records check revealed Active Capias for DWLS and Driving w/o a license Bond \$250. The arrestee was transported to the BSO Main Jail.

MONTHLY ARREST LOGS:

F	Aggravated Battery-Deadly Weapon (Motor Vehicle) Domestic Viol	4900	N Ocean Dr
M	Battery-Touch or Strike	4660	El Mar Dr
M	Disorderly Intoxication-Cause Public Disturbance	271	Avalon Av
M	Drive While License Suspended or Revoked	4700	N Ocean Blvd
M	Drive While License Suspended, 3rd or Subsequent Offense-Felony	199	Commercial Blvd/N Ocean Dr
F	Drive While License Suspended-Habitual Felony Offender	199	Commercial Blvd/N Ocean Dr
M	Drive While License Suspended or Revoked	4700	N Ocean Blvd
M	Grand Theft -\$750 Less Than \$5K Dollars	1950	S Ocean Blvd
M	Grand Theft -\$750 Less Than \$5K Dollars	4400	El Mar Dr
M	Petit Theft-2nd Degree, 1st Offense	4100	El Mar Dr
M	Petit Theft-2nd Degree, 3rd or Subsequent Offense-Felony	232	Commercial Blvd
M	Petit Theft-2nd Degree, 3rd or Subsequent Offense-Felony	4552	Bougainvilla Dr
F	Petit Theft-2nd Degree, 3rd or Subsequent Offense-Felony	4319	N Ocean Dr
M	Possession of Cannabis-Less Than 20 Grams	5400	N Ocean Blvd
M	Possession of Methamphetamine	4600	Poinciana St
F	Resist/Obstruct Officer-By Disguise		W Trade Winds AV/Commercial
M	Touch or Strike-Battery (Domestic Violence)	4625	N Ocean Dr
M	Grand Theft of Motor Vehicle	175	Hibiscus Av/N Ocean Dr
M	Warrant Arrest - Drive While License Suspended or Revoked	1500	S Ocean Blvd
M	Warrant Arrest -Trespassing	4655	Bougainvilla Dr
M	Warrant Arrest -Grand theft	4105	N Ocean Dr
M	Warrant Arrest -Writ of Commitment	4400	Poinciana St

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2022 YTD	2023 YTD
AUTO THEFT	3	3	2	6
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	1	0	1	3
BURGLARY-RESIDENCE	0	0	2	0
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	1	0	0	1
HOMICIDE	0	0	0	0
ROBBERY	0	0	0	0
THEFT-GRAND	6	3	11	12
THEFT-PETIT	5	2	13	9
TOTALS	16	8	29	31

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	30
COP Hours Worked - Month	161
COP Patrol Miles - Month	327
COP Hours Worked - YTD	580
COP Patrol Miles - YTD	930

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	21

COP Beach Patrol Hours – Month	29.5
COP Beach Patrol Hours - YTD	89

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

	Month	2023 YTD
Reserve Deputy - Days Worked	6	19
Reserve Deputy - Hours Worked	43.5	142.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The March 2023 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea Monthly Activity March 2023

Reports/Calls	
Miscellaneous Service	
Event Reports	55
Accidents	11
Calls for Service	1,063

Arrests	
Type of Arrest	
Felony	8
Misdemeanor	7
NTA	0
Warrant	6
DUI	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	1
Total Arrests	22

General	
FI	15
Truant	0
Truant Debriefed	0
Elder Link	0

Traffic	
Types of Citation	
Non-Moving / Moving Citation	228
Parking	0
Warnings	254
Total Citations	482

Time Worked	
Hours Worked	
Bike Patrol	23
Court Overtime	15
Training	71
Detached	125
Other Overtime	57.5
Days Worked	31

Narrative
ATV/UTV: 669 Miles / 90.75 Hours Reserve Deputies worked 6 shifts (43.5 hrs)



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

March 31, 2023

CURRENT STAFFING ALLOCATIONS

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

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Sgt. Brian Nicoletti	13550	QRF	Adjunct TRN	104
Deputy Manny Alvarez	14964	QRF	Adjunct TRN	16
Deputy Scott Klier	14806	Cooper City District	Founders Day	5
			TOTAL	125



Agenda Item No: 7.c

Town Commission Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Chief Judson Hopping, VFD

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: VFD March 2023 Report

Recommendation: Accept/Approve

Attachments: Ex.1 Active Member Roster with EMS

Ex. 2 Activity Report

Ex. 3 Town Report Overview

LBTS Volunteer Fire Department - March 2023, Active Roster

Last Name	First Name	LBTS FF No.	Membership	*Town Resident	Rank	Fire Certifications	EMS Certification	MTD Calls	YTD Calls
Benrubi	Aaron	173349	Associate Member		Driver Engineer	Firefighter II	Paramedic (FL)	2	10
Bitar	Kalyne	181635	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	0	22
Bolen	Angello	198829	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	8
Carlton	Ryan	186384	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	16	85
Cowles	James	186248	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	41	211
Crow	Mark	203062	Regular Member		Trainee	Trainee	CPR for healthcare provider	1	4
DeSilva	Gabriel	174053	Associate Member		Firefigher	Firefighter II	EMT-B (FL)	7	7
Douglas	Jason	119774	Regular Member	*	Driver Engineer	Firefighter II-D/E	Paramedic (FL)	0	47
Ferreria	Paul	183881	Regular Member	*	Firefighter	Firefighter II	EMT-B (FL)	46	209
Harbinson	Dylan	200834	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	2
Harper	Sarah	198819	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	5
Hernandez	Rosa	190618	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	8	38
Hopping	Judson	26671	Regular Member		Fire Chief	Firefighter II - D/E - Officer I	EMT-B (FL)	12	72
Horan	Sean	177190	Regular Member		Driver Engineer	Firefighter II - D/E	CPR for healthcare provider	10	23
Johnson	Scott	33472	Regular Member		Driver Engineer	Firefighter II-D/E-Officer I	Paramedic (FL)	44	179
Kane	Mark	150675	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	20	62
Kurjiaka	Alex	185148	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	28
Kurtzman	Lloyd	46239	Associate Member		Firefighter	Firefighter II/Fire Officer II	Paramedic (FL)	1	1
Louvaris	John	105685	Regular Member		Deputy Chief	Firefighter II-D/E - Officer II	CPR for healthcare provider	54	243
Lutz	Alex	184753	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	5
Maggard	Dylan	165765	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	4	34
Mangin	Andrew	142162	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	11	33
McGee	Tory	161834	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	4
Moreno	Logan	197431	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	6	26
Nemia	John	190426	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	33
Paine	Riley	20672	Regular Member		Battalion Chief	Firefighter II-D/E - Officer II	Paramedic (FL)	20	130
Paine	Stephen	20659	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	15	96
Piper	Kyle	184815	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	4	28
Ritchey	Dylan	160895	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	24
Samler, Jr.	Thomas	187730	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	12	35
Selesky	Julie	190910	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	30
Silverstone	James	62372	Regular Member	*	Driver Engineer	Firefighter II	CPR for healthcare provider	10	42
Smith	Christopher	198363	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	5	22
Sykes	J'Miah	184403	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	0	14
Tinghino	James	198343	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	15	15
Wieske	Julia	186046	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	23

Monthly Activity Report - March 2023

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
02-Mar-23	5200 N. Ocean Blvd.	Fire alarm	12:47:00 PM	12:59:00 PM	7
02-Mar-23	5200 N. Ocean Drive	Fire alarm	1:18:00 PM	1:34:00 PM	6
03-Mar-23	228 Hibiscus Avenue	Fire alarm	9:49:00 AM	10:18:00 AM	6
04-Mar-23	4050 North Ocean Blvd.	Other fire - bonfire on beach	9:26:00 PM	9:30:00 PM	5
05-Mar-23	246 Neptune Avenue	Fire alarm	12:24:00 PM	12:32:00 PM	6
06-Mar-23	238 Shore Court	Residential fire	12:02:00 PM	1:40:00 PM	9
06-Mar-23	4540 Bougainvillea Drive	Electrical utility fire	9:42:00 PM	9:56:00 PM	7
06-Mar-23	4540 Bougainvillea Drive	Other fire - removed water from second unit	10:32:00 PM	11:09:00 PM	7
07-Mar-23	Seagrape /Commercial	Accident w/Injuries	12:44:00 PM	12:57:00 PM	5
07-Mar-23	4300 North Ocean Drive	Accident w/Injuries	1:47:00 PM	2:24:00 PM	5
08-Mar-23	3900 North Ocean Drive	Other fire - force entry	4:48:00 AM	5:21:00 AM	4
09-Mar-23	1500 South Ocean Blvd.	Other fire - service call	5:38:00 AM	5:45:00 AM	3
09-Mar-23	1900 South Ocean Blvd.	Fire alarm	11:18:00 AM	11:26:00 AM	5
09-Mar-23	1821 Bel Air Avenue	Electrical utility fire	5:20:00 PM	7:01:00 PM	6
09-Mar-23	5100 North Ocean Drive	Fire alarm	7:07:00 PM	7:11:00 PM	8
10-Mar-23	1770 South Ocean Blvd.	Elevator rescue	7:00:00 PM	7:13:00 PM	6
11-Mar-23	5200 N. Ocean Blvd.	Accident w/Injuries	12:06:00 PM	12:51:00 PM	5
12-Mar-23	3900 North Ocean Blvd	Fire other - svc call	1:40:00 AM	3:54:00 AM	4
13-Mar-23	Commercial Pier	Open water boat rescue - Benthic Environmental survey on pier	9:51:00 AM	10:04:00 AM	5
13-Mar-23	276 Commercial Blvd.	Accident w/Injuries	4:14:00 PM	4:29:00 PM	6
13-Mar-23	1460 South Ocean Blvd.	Smoke Investigation - everglades smoke	9:40:00 PM	9:46:00 PM	5
13-Mar-23	1658 W. Terra Mar Drive	Smoke Investigation - everglades smoke	9:45:00 PM	9:50:00 PM	5
13-Mar-23	1460 South Ocean Blvd.	Smoke Investigation - everglades smoke	10:02:00 PM	10:08:00 PM	5
14-Mar-23	3900 North Ocean Blvd.	Open water drowning - kite surfer in trouble; drifted into City of Ft Ldle., advised FB49	6:35:00 PM	6:48:00 PM	4
14-Mar-23	1500 South Ocean Blvd.	Fire alarm	8:02:00 PM	8:20:00 PM	7
16-Mar-23	1940 E. Terra Mar Drive	Other fire - watermain break	8:41:00 AM	9:25:00 AM	8
16-Mar-23	2100 Bel Air Drive	Fire alarm	11:02:00 PM	11:31:00 PM	4
18-Mar-23	4660 El Mar Drive	Fire alarm	10:05:00 AM	10:20:00 AM	8
19-Mar-23	1800 South Ocean Blvd.	Structure fire - electric smoker found on top deck; no hazards	8:23:00 AM	8:41:00 AM	7
19-Mar-23	4050 North Ocean Drive	Fire alarm	1:44:00 PM	2:02:00 PM	6
19-Mar-23	4400 W. Tradewinds Ave.	Accident w/Injuries	9:49:00 PM	10:36:00 PM	4
19-Mar-23	Commercial/Tradewinds	Accident w/Injuries	10:44:00 PM	11:34:00 PM	4
21-Mar-23	1900 South Ocean Blvd.	Other fire - water leak	8:56:00 AM	9:54:00 AM	7
22-Mar-23	1800 South Ocean Blvd.	Elevator rescue	6:52:00 AM	8:04:00 AM	9
23-Mar-23	2 Commercial Blvd.	Other fire - service call	12:43:00 PM	12:54:00 PM	5
24-Mar-23	4013 North Ocean Drive	Other fire - knox box call out	8:12:00 AM	8:53:00 AM	5
24-Mar-23	1501 South Ocean Blvd.	Fire alarm	9:23:00 AM	9:38:00 AM	7
24-Mar-23	260 Hibiscus Avenue	Electrical utility fire	12:57:00 PM	1:23:00 PM	7
24-Mar-23	4319 W. Tradewinds	Other fire - past out in vehicle	10:04:00 PM	10:14:00 PM	5
25-Mar-23	Commercial/Beach	Water rescue - unfounded	12:17:00 PM	12:31:00 PM	3
25-Mar-23	284 South Tradewinds Ave.	Electrical utility fire - fronds on wires	2:02:00 PM	2:17:00 PM	5
25-Mar-23	1460 South Ocean Blvd.	Other fire - animal bite	3:01:00 PM	3:36:00 PM	5

25-Mar-23	4405 North Ocean Blvd.	Other fire - baby locked in vehicle	5:58:00 PM	6:08:00 PM	6
25-Mar-23	1480 South Ocean Blvd.	Other fire - knox box entry	10:21:00 PM	11:48:00 PM	3
26-Mar-23	4900 North Ocean Blvd.	Elevator rescue	10:33:00 AM	10:53:00 AM	7
26-Mar-23	4600 Seagrape Drive	Fire alarm	8:08:00 PM	8:17:00 PM	6
27-Mar-23	1620 South Ocean Blvd.	Fire alarm	9:44:00 AM	9:56:00 AM	10
27-Mar-23	112 Commercial Blvd.	Other fire - wash down	7:03:00 PM	7:14:00 PM	5
27-Mar-23	275 S. Tradewinds Ave.	Electrical utility fire - tree on fire	11:43:00 PM	2:57:00 AM	7
27-Mar-23	276 S. Tradewinds Ave.	Electrical utility fire - arching wires	11:44:00 PM	2:57:00 AM	7
27-Mar-23	259 Capri Avenue	Electrical utility fire - small fire behind A/C, brush/trees & tool shed - ventilated home & attic	11:49:00 PM	2:59:00 AM	7
28-Mar-23	1950 South Ocean Blvd.	Fire alarm	3:15:00 AM	3:36:00 AM	7
28-Mar-23	1600 South Ocean Blvd.	Fire alarm	1:20:00 PM	2:23:00 PM	8
29-Mar-23	5200 North Ocean Blvd.	Fire alarm	4:05:00 PM	4:22:00 PM	7
			Total Calls	31	
Date	First Responder	Event Description	Start Time	End Time	No. of FF
05-Mar-23	Codrington Drive	medical, E12 assisted M12 manpower only	11:51:00 PM	12:45:00 AM	5
08-Mar-23	Fiesta Way	medical, E12 assisted M312	2:39:00 AM	4:16:00 AM	5
08-Mar-23	El Mar Drive	medical, OR312 assisted PD w/pt on beach	7:31:00 PM	7:48:00 PM	6
09-Mar-23	South Ocean Blvd.	medical, E12 provided care until R54 arrival	12:43:00 PM	1:53:00 PM	4
11-Mar-23	North Ocean Blvd.	medical - E12 provided care until R35 responded	7:11:00 PM	8:19:00 PM	7
11-Mar-23	Commercial Drive	medical, E12 provided primary care until M212 arrival	7:33:00 PM	7:54:00 PM	7
12-Mar-23	Corsair Avenue	medical, E12 assisted w/packing	12:13:00 AM	1:00:00 AM	5
12-Mar-23	El Mar Drive	medical, E12 assisted M212 with manpower	10:26:00 PM	11:01:00 PM	5
12-Mar-23	Commercial Blvd.	medical, OR312 flaged down for assistance, M12 paged out for transport	12:55:00 PM	1:45:00 PM	5
18-Mar-23	Bougainvilla Drive	medical, E12 paged M12	10:25:00 AM	11:07:00 AM	8
18-Mar-23	Bougainvilla Drive	medical, walkup blood pressure check	10:28:00 AM	10:42:00 AM	8
21-Mar-23	Commercial Blvd.	medical, E12 gave BLS care until M12 arrival	6:41:00 PM	7:25:00 PM	6
25-Mar-23	El Mar Drive	medical, E12 canceled en route	4:05:00 PM	4:10:00 PM	2
25-Mar-23	Pine Avenue	medical, E12 assisted M12	6:48:00 PM	7:04:00 PM	4
27-Mar-23	North Ocean Blvd.	medical, E12 lift assist only	9:04:00 PM	9:16:00 PM	7
31-Mar-23	El Mar Drive	medical, E12 pt contact until M12 arrival	7:16:00 PM	7:38:00 PM	6
			Total Calls	16	

Date	Public Service	Event Description	Start Time	End Time	No. of FF
07-Mar-23	Beach	responded via a phone call of (2) swimmers possibly in distress 100yds out; spoke to	2:30:00 PM	3:15:00 PM	4
07-Mar-23	El Prado Parking	Unlock vehicle in parking lot for resident	8:10:00 PM	8:25:00 PM	4
10-Mar-23	Downtown	E12 filed (21) traffic barrels for Friday night downtown event	3:00:00 PM	4:00:00 PM	4
11-Mar-23	El Mar Drive	B12 lead the NYC Bag Piper from the Windjammer Hotel to Two Commercial Blvd. in honor of St. Patrick's Day	6:30:00 PM	7:15:00 PM	4
11-Mar-23	1900 South Ocean Blvd.	Responded via phone call of a broken hydrant; upon arrival found (3) back flow valves flowing - paged out FM12 for further investigation.	12:32:00 PM	1:05:00 PM	5
17-Mar-23	1850 South Ocean Blvd.	CPR & Stop The Bleed training for (18) condo residents	2:00:00 PM	3:00:00 PM	4
20-Mar-23	1800 South Ocean Blvd.	Bystander CPR & Stop the Bleed training	10:00:00 AM	11:00:00 AM	4

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
01-Mar-23	Station 12	In-service trng; LBTS-JPR-04 High-rise	1:00:00 PM	2:00:00 PM	4
06-Mar-23	1440 South Ocean Blvd.	Assist Fire Marshal on a BDA Test	9:30:00 AM	10:30:00 AM	4
06-Mar-23	Station 12	P.O. sign-off 5" hydrant, 1 3/4 handlines, & 2 1/2 handline w/fog nozzle	6:00:00 PM	10:00:00 PM	8
09-Mar-23	2000 South Ocean Blvd.	Assist Fire Marshal on a fire permit final	2:30:00 PM	3:00:00 PM	4
15-Mar-23	Station 12	In-service trng; LBTS-JPR-FOAM OPS	9:00:00 AM	10:00:00 AM	4
15-Mar-23	Station 12	High rise ops	6:00:00 PM	10:00:00 PM	5
21-Mar-23	3900 North Ocean Drive	High rise ops @ The Fountain Head Condo	6:00:00 PM	10:00:00 PM	6
22-Mar-23	Station 12	In-service trng; LBTSFD-IS-JPR-01 Saws	9:00:00 AM	10:00:00 AM	4
30-Mar-23	4050 North Ocean Drive	High rise ops @ The Caribe Condo	6:00:00 PM	10:00:00 PM	5

Date	Ocean Rescue	Event Description	Start Time	End Time	No. of FF
01-Mar-23	Beach	Ocean rescue patrol; 10:30-12:45p, 13:30-4:30p, & 6-6:15p			3
02-Mar-23	Beach	Ocean rescue patrol; 9:45-11:15a, 11:45-12:15p & 3:30-5:30p			2
03-Mar-23	Beach	Ocean rescue patrol & trng.; 12-1p & 3-4p			2
04-Mar-23	Beach	Ocean rescue patrol & trng.; 10:50-12n, & 3:45-5p			2
05-Mar-23	Beach	Ocean rescue patrol & trng.; 10:50-12n, 1:30-2:30p, & 4-5p			4
06-Mar-23	Beach	Ocean rescue patrol; & trng; 1:30-2:30p, 3-3:50p & 4:30-5:15			3
07-Mar-23	Beach	Ocean rescue patrol; 9:30-9:45a, 11-12:15p, 2-3p, & 3:30-5:30			3
08-Mar-23	Beach	Ocean rescue patrol; 10-11a, 2-3p, & 5-5:30p			2
09-Mar-23	Beach	Ocean rescue patrol training;			3
10-Mar-23	Beach	Ocean rescue patrol; 10:30-11:30a, 12:30-1:30p, 2:30-3:30p, & 4:45-5:15p			2
11-Mar-23	Beach	Ocean rescue patrol; 10-12n, 1-2p, & 4-5p			2
12-Mar-23	Beach	Ocean rescue patrol & trng.; 10-11a, 12:30-2p, 3:30-4:30p, & 5-5:30p			2
13-Mar-23	Beach	Ocean rescue patrol; 10:05-11a, 12-12:50p, 2-2:50p, & 3:35-4:15			2
14-Mar-23	Beach	Ocean rescue patrol; 10:05-10:35a, 11:20-12:20p, 2-3p, & 4-5p			2
15-Mar-23	Beach	Ocean rescue patrol; 11:15-12:50p, & 4-5p			2
17-Mar-23	Beach	Ocean rescue patrol; 9-10a, 11:30-12:30p & 3:30-5pm			2
18-Mar-23	Beach	Ocean rescue patrol & trng.; 11-12:15p, 2-3:30p & 4:30-5:30p			3
19-Mar-23	Beach	Ocean rescue patrol; 10-11:20a & 5-5:10p			2
20-Mar-23	Beach	Ocean rescue patrol & trng.; 9:15-9:45a, 1-2:30p, & 3:30-5p			2
21-Mar-23	Beach	Ocean rescue patrol & training; 10-11a, & 3-5p			2
22-Mar-23	Beach	Ocean rescue patrol & trng. 10:30-11:30a, 1-2p, & 3-4p			3
23-Mar-23	Beach	Ocean rescue patrol;10-12n, & 4-5p			2
24-Mar-23	Beach	Ocean rescue patrol; 12-1p, 2-5p, & 4:15-5:15p			3
25-Mar-23	Beach	Ocean rescue patrol; 10:30-12n, 2:30-4p & 4:30-5:30p			3
26-Mar-23	Beach	Ocean rescue patrol; 10-11a, 12-1p, & 2-3p			2
27-Mar-23	Beach	Ocean rescue patrol; 12-1p, 2:30-3:30p & 5:30-6p			2
28-Mar-23	Beach	Ocean rescue patrol; 10-10:30a & 12-1p			2
29-Mar-23	Beach	Ocean rescue patrol; 10:30-12n, 2-2:30p, & 5-6p			3
31-Mar-23	Beach	Ocean rescue patrol & trng.; 10:30-11:30a, 2:30-3:30p, & 4:30-5p			4

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



Town of Lauderdale-By-The-Sea Fire Department Monthly Report March 2023

Overview

During the month of March 2023, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were twenty-four fire inspections, 2 re-inspections, and two complaints that were addressed.

Responses:

The Volunteer Fire Department responded to 54 fire rescue calls within the limits of our contract.

Emergency 911 Calls

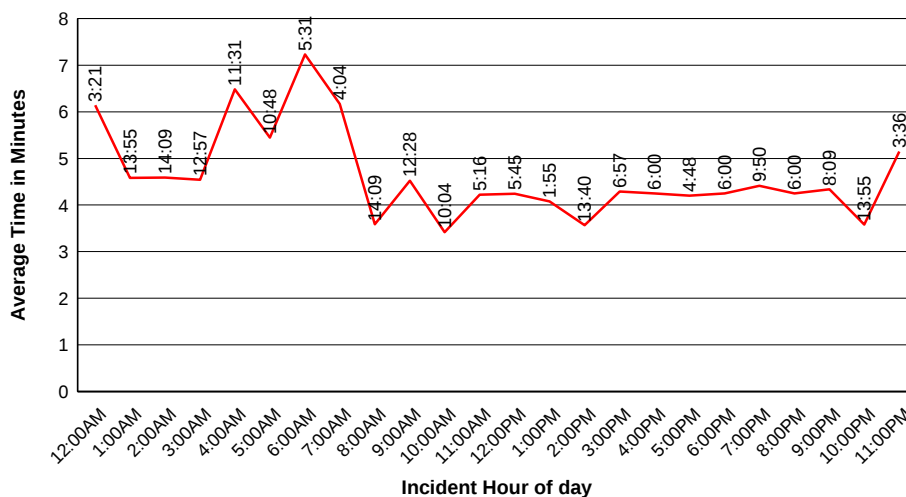
Fire/Rescue	54
EMS	124

- Of the 54 emergency fire calls dispatched, there were 16 fire alarms, 1 residential fire, 1 structure fire, 3 smoke investigations, 7 electrical fires, 3 elevator rescues, 6 vehicle accidents, 3 possible drownings, and 14 “other” fires.
- There were 124 medical 911 calls for March 2023. The department was dispatched to 16 of those calls, of which, 1 was cleared by M12. E12/OR212 assisted M12/212 on 7 of those calls and provided 1st responder/BLS care until M12/212’s arrival on 8 of those calls.

Total Number of Incidents – 178 Total

Total Average Response Time - 4:33

Average Response Time / Hour of Day





Town of Lauderdale-By-The-Sea Fire Department Monthly Report March 2023

Training and Staffing:

The Volunteer Fire Department had 11 Regular in-town, and 25 Associate out-of-town members for a total of 36 active members.

	Regular In - Town	Associate Out of Town
Active Members	11	25
Fire 1 non-certified	1	0
Fire 1 Certified	1	0
Fire II Certified	9	25

There were 4 fire drills, 3 in-house training sessions, 2 inspections, and 2 public education presentations given for a total of 182+ hours spent on training in March.

Training

Firefighter Drills & In-Service training	96+ Hours
Target Solution On-Line training.	67 Hours
Fire Inspections/BDA Test	6 Hours
Fire Prevention/Public Service	13 Hours
Total Hours	182+ Hours

A total of 2,510.75+ hours were spent on station shifts, and ocean rescue patrol.

Station Hours

Firefighter Station Watch	1,563+ Hours
Ocean Rescue patrol	203.75+ Hours
Chief on Duty/Command	744 Hours
Total Hours	2,510.75.+ Hours

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

Respectfully,

Judson Hopping

Judson Hopping,
Fire Chief



Town Commission Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Reports

Agenda Section: Town Manager Report

Subject Title: Town Manager Report for April 25, 2023

Explanation: Following is the Town Manager's report for April 25, 2023.

1. Transition to Civic Plus

The conversion to CivicPlus from Granicus for our Agenda Management is underway. We have completed phase 1 and phase 2 of the project with them. We have been very pleased with the level of customer support that we have received thus far. CivicPlus is already in the design phase of our tailored agenda and we expect to have our first look in early May. At that time, phase 3, we will also do our initial testing. The final two phases will be training and implementation. They are very confident that a June launch date is feasible.



2. West Tradewinds Watermain and Storm Sewer Improvements

Last Thursday, we experienced a water main break on West Tradewinds Avenue. This was fixed, however it exposed a storm sewer structure problem that needed to be fixed immediately

before the roadway could be repaired. The watermain was fixed on Thursday by Fort Lauderdale. The storm sewer issue was corrected on Friday by ManCon. This was an emergency repair which cost the Town \$48,250. This emergency repair is budgeted and will be paid for by the general fund.

3. Circuit

You may have seen our Circuit micro-transit vehicles driving through Town. They started service to the Town on Monday, April 24th with an official start of May 1st. Don't forget to attend the ribbon cutting which is scheduled for May 9th at 5:15 pm at the Connie Hoffmann Ocean Plaza. Don't forget to download the app (<https://www.ridecircuit.com/ride>) so that you are ready to use this new transportation option in the Town.

4. Season is Coming to an End...

And that means we have to say goodbye for now not only to our part-time residents and visitors but also to the following events:

Yoga By The Sea	Tuesday and Thursday 7AM	ends April 27 th
Dancing By The Sea	Sunday 2 nd and 4 th	April 23, May 14 and 28
Farmer's Market	Sunday's from 9AM – 2PM	ends May 7 th .

5. Sea Shorts

The Lauderdale-By-The-Sea Community Center's Seaside Players will present nine original plays (eight are comedies) written by Florida playwrights at its upcoming Sea Shorts Play Festival in mid-April. All the plays are 10 minutes in length. The show is free. There is a 7PM Friday performance on April 21. There are also shows on Saturday and Sunday at 4PM on April 22 and 23. Doors open 30 minutes before showtime. Reservations are not needed. For more information, please call 561-523-8198.

6. Upcoming Meetings

April 27	Special Magistrate Meeting	Jarvis Hall	5:00 p.m.
May 3	Planning and Zoning Board Meeting	Jarvis Hall	6:00 p.m.
May 9	Regular Commission Meeting	Jarvis Hall	6:30 p.m.
May 23	Special Budget Meeting (Tentative)	Jarvis Hall	5:00 p.m.
May 23	Regular Commission Meeting	Jarvis Hall	6:30 p.m.



Town Commission Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Courtney Easley, Assistant to the Town Manager

Submitting Department: Administration

Item Type: Report

Agenda Section: Town Manager Report

Subject Title: Q1 2023 Visitor Center Quarterly Report

Explanation: The Town now has a full year managing the Visitor Center (VC) with two part time staff and volunteers joining Town in April/May 2022. The following report outlines the key statistics, accomplishments, and upcoming projects.

Key Accomplishments

- **Town Brochure:** The Town Brochure had not been updated since 2019. We completed its update in March 2023. The Visitor Center (VC) staff ensured all businesses and hotels were current and coordinated the artwork, photos and printing of a new brochure. Businesses and hotels have been encouraged to stop by the VC to pick up brochures for distribution.
- **Discoverlfts.com.** VC staff worked with the Town webmaster to update the website including pdf maps, interactive maps and google business maps. In addition, a Merchandise page was created under the Visitor Center tab on our website.
- **Merchandise:** The VC inventoried, displayed and set up a mobile pay device, Square, for guests to purchase Town souvenirs. The first sale was on February 23rd and sales have been steady with enthusiastic buyers!
- **Tourism Surveys:** VC staff reviewed online survey content for both hotels and visitors. The surveys will be ongoing and will provide key insights in season and off season. The survey will be displayed in hotels and accessed through a QR code.
- **Tourism sites:** Staff have been working with Visit Lauderdale and Visit Florida to ensure LBTS content is current.
- **Staff referred** six businesses to the Chamber for potential membership.

Quarterly Stats & Insights

The Visitor Center Staff captures key data points to understand trends and insights. They will be looking at period over period data also now that there is historical data to compare.

Daily Walk in Totals: In January, the Center began Saturday hours from 9 a.m.-noon and averaged 12.5 guests per Saturday.

1st Quarter 2023 Walk-In Total									
Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Calls	Web
32	38		89	123	38		320	18	11
108	90		111	85	42		436	13	6
89	97		109	84	47		426	23	5
104	89		101	83	60		437	17	5
107	85		14	21	0		227	14	7
440	399		424	396	187		1846	85	34

How Did You Hear About Us?

Guests at the Visitors Center are asked to “sign in” by paper on a sign in sheet or electronically on an iPad Microsoft Form. The form(s) capture “How did you hear about us?” Most guests are on foot and walk by the Center.

Q1 2023	Total Sign Ins	Repeat Visitor	Saw Building Sign	Local	Online (Social Media)	Walk By	Referral
	512	2.73%	21.68%	3.71%	4.88%	25.20%	5.86%

Month over Month:

The 4th quarter 2022 walk-in guests doubled those of 3rd quarter 2022 going from 400 to 829 guests. First quarter 2023 continued the upward trend and the Center hosted *an impressive 1,846 guests-- 16% higher* than the same period of 2022. Below is a **month over month** comparison of walk-in guests from 2022 vs. 2023.

Mos	2022	2023	Change
Jan	423	651	53.90%
Feb	573	662	15.53%
Mar	553	533	-3.62%
Total	1549	1846	16.00%

International and Domestic Travelers:

While most of our visitors were from the U.S., we continue to see travelers from around the globe. Visitors from Quebec and Ontario were back enthusiastically now that travel is open. Some new travelers to LBTS included New Zealand, Australia, Bolivia and Peru.

Domestically, visitors primarily were from the Northeast with many people from Massachusetts, New York and New Jersey. We also have many “regulars” who stop in to browse or pick up publications like *The New Pelican and Around Town*. Locals also pick up brochures and coupons for their visitors and family members.

Where?	Jan	Feb	Mar
Local/Florida	14	12	4
Out-of-State	150	133	95
Australia	1	0	1
Bolivia	1	0	0
Brazil	0	0	1
Canada	66	38	14
France	1	1	1
Germany	4	2	1
Ireland	0	1	0
Italy	1	0	0
New Zealand	1	0	0
Peru	0	1	0
UK	2	1	1
Total	241	189	118

DiscoverLBTS.com:

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

	Q1 22	Q1 23	% Change
Landing Page	Jan-Mar	Jan-Mar	Jan-Mar
Events	4666	7596	62.80%
Hotels	2433	1940	-20.26%
Restaurants	2166	2620	20.96%
Diving/Snorkeling	2144	2744	27.98%
Beaches/Parks	1106	2069	87.07%
Getting Around	994	1185	19.21%

Hotel Inquiry Form:

The inquiry form on the STAY page of discoverlbts.com continues to receive submissions that we forward to our local hoteliers. The VC Staff also outreach to potential vacationers with a phone call or an email providing information about our Town. First quarter 2023 Hotel Inquiries is 41% lower than 4th quarter 2022. This makes sense as many vacationers inquire in the last quarter of the year for stays the following year.

Q1 22	Q1 23
Jan-Mar	Jan-Mar
56	33

Summary:

As we move into 4th quarter of 2023, we will continue to enhance the Visitor Center and find creative ways to increase foot traffic to the Center so we can promote our Town and its businesses.

Attachments: None



Town Commission Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Lucila Lang, Director of Budget & Finance

Submitting Department: Finance Department

Item Type: Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: February 2023 Finance Report

Explanation: Presented is the February 2023 financial report which consists of the attached Revenue Report (Exhibit 1) and the Cash & Investment Report (Exhibit 2). At the end of February, the Town was 41.67% through the fiscal year.

The following is a summary of the operating results through 2/28/23:

Fund	Annual Budget	Budgeted Appropriations	Budgeted Revenues Excluding Appropriations	YTD Revenues		YTD Expenditures		Net Amount
				Amount	% of Budget	Amount	% of Budget	
General Fund	\$ 14,345,011.00	\$ 477,342.00	\$ 13,867,669.00	\$ 10,384,217.60	74.88%	\$ 5,380,527.78	38.80%	\$ 5,003,689.82
Building Fund	\$ 998,833.00	\$ 30,983.00	\$ 967,850.00	\$ 1,052,404.19	108.74%	\$ 52,693.20	5.44%	\$ 999,710.99
Sewer Fund	\$ 1,528,373.00	\$ 224,296.00	\$ 1,304,077.00	\$ 554,304.58	42.51%	\$ 441,491.44	33.85%	\$ 112,813.14
Fire Fund	\$ 2,344,367.00	\$ 1,175,350.00	\$ 1,169,017.00	\$ 1,066,384.30	91.22%	\$ 403,469.10	34.51%	\$ 662,915.20
Capital Fund	\$ 4,979,310.00	\$ 2,798,866.00	\$ 2,180,444.00	\$ 336.49	0.02%	\$ 395,129.75	7.94%	\$ (394,793.26)
Parking Fund	\$ 2,457,024.00	\$ -	\$ 2,457,024.00	\$ 1,477,127.88	60.12%	\$ 370,234.45	15.07%	\$ 1,106,893.43
Grand Total	\$ 26,652,918.00	\$ 4,706,837.00	\$ 21,946,081.00	\$ 14,534,775.04		\$ 7,043,545.72		\$ 7,491,229.32

Notable items for this month are as follows:

General Fund-001:

- Through the month of February, the Town had received a total of \$8,949,581.02 or 91.31% of Ad Valorem Property Taxes of budgeted amount.
- Overall, General Fund revenues and expenditures are within budget.

Building Fund-102:

- Building Permit Fees are over \$1M which is above what was budgeted for the year.
- Fund expenditures correlate with the revenues and through February CAP had not billed the Town for any of its services for FY23, therefore expenses are relatively low.

Sewer Fund-103:

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

Fire Fund-115:

- Through the month of February, the Town had received a total of \$1,029,066.24 or 90.73% of Property Tax-Fire Assessment of budgeted amount.
- Expenditures are within expectations.

Capital Projects Fund-300:

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

FEBRUARY, 2023 REPORT INFORMATION					
<u>CIP Projects</u>	<u>Budget</u>	<u>February Expenditures</u>	<u>YTD Expenditures</u>	<u>% Completion</u>	<u>Comments</u>
Jarvis AV Upgrades	\$ 165,000.00	\$ -	\$ 79,532.47	48.20%	No activity for the month of February.
Financial Software Updates	\$ 98,000.00	\$ 4,805.83	\$ 7,874.83	8.04%	Payments made to Tyler Technologies for configuration of Project Accounting module.
Offsite Roof Replacement	\$ 331,000.00	\$ -	\$ 149,380.00	45.13%	No activity for the month of February.
Downtown Commercial Refurbishment	\$ 1,200,000.00	\$ 37,000.69	\$ 79,603.09	6.63%	Payments made to Architectural Alliance: \$24,993.49 for landscape architectural design-construction documents phase and civil engineer drawings. \$12,007.20 for landscape architectural design-construction documents phase, plotting and printing.
Bel Air-Seawall Repair-East	\$ 215,545.00	\$ 593.93	\$ 2,708.91	1.26%	Payment in the amount of \$593.93 to The Chappell Group, Inc. for bidding assistance.
Canal Dredging	\$ 380,000.00	\$ 29,950.21	\$ 38,420.17	10.11%	Payments made to The Chappell Group, Inc.: \$940.73 for meetings with client. \$13,659.48 for construction observation services. \$15,350.00 for pre-dredge survey-Terraquatic, Inc.
Storm Water Rate Study	\$ 60,000.00	\$ -	\$ -	0.00%	No activity for the month of February.
Dune Master Plan	\$ -	\$ 200.85	\$ 2,463.87	FY22 Project. Rollover expense.	Dune Master Plan was a FY22 project, but a few expenses rolled over into FY23. Payment in the amount of \$200.85 to Moffatt & Nichol for public outreach coordination.
Pedestrian Amenities	\$ 50,000.00	\$ -	\$ 1,043.82	2.09%	No activity for the month of February.
Street Project Codrington Drive	\$ 1,700,000.00	\$ -	\$ 6,736.19	0.40%	No activity for the month of February.
Friedt Park	\$ 700,000.00	\$ -	\$ -	0.00%	No activity for the month of February.
Totals:	\$ 4,899,545.00	\$ 67,745.68	\$ 367,763.35		

Parking Fund-310:

- Parking revenues are at 58.67%, a bit higher than what was budgeted for this fiscal year.
- Expenditures are within expectations.

The top producing lots for February 2023 were:

- A1A Parking Lot
- El Prado Parking Lot
- Ocean Front Meters
- South Ocean
- Bougainvillea/Poinciana

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

	October, 2022		November, 2022		December, 2022		January, 2023		February, 2023	
South Ocean	\$ 14,936.20	\$ 1,810.90	\$ 18,133.28	\$ 4,095.61	\$ 16,962.01	\$ 66.80	\$ 28,537.92	\$ 9,961.50	\$ 30,683.94	\$ 2,930.06
Ocean Front Meters	\$ 34,061.15	\$ 7,442.45	\$ 36,675.29	\$ 6,178.61	\$ 29,678.15	\$ 2,993.91	\$ 40,782.67	\$ 6,817.59	\$ 36,483.64	\$ 7,157.76
Commercial Blvd. Meters	\$ 4,747.20	\$ (398.75)	\$ 6,952.65	\$ 352.50	\$ 6,799.25	\$ (330.19)	\$ 8,688.55	\$ 2,007.58	\$ 8,099.53	\$ 620.34
Parking Meters-Beach	\$ 14,056.80	\$ 488.50	\$ 15,080.63	\$ 1,829.37	\$ 11,902.58	\$ (1,127.41)	\$ 20,491.61	\$ 6,046.67	\$ 19,246.73	\$ 258.86
Palm Portal-FDG	\$ 8,546.70	\$ 2,915.08	\$ 8,453.43	\$ 3,849.38	\$ 7,062.62	\$ 69.25	\$ 10,736.89	\$ 3,703.37	\$ 12,165.07	\$ 2,170.04
El Prado Parking Lot	\$ 36,746.43	\$ 5,187.23	\$ 42,832.04	\$ 13,319.26	\$ 36,103.30	\$ (1.45)	\$ 61,389.45	\$ 20,014.98	\$ 64,111.77	\$ 8,044.54
Town Hall Parking Lot	\$ 1,214.89	\$ (834.77)	\$ 1,083.27	\$ 166.35	\$ 992.32	\$ (487.65)	\$ 2,103.21	\$ 375.63	\$ 3,779.33	\$ (533.37)
El Mar Parking Lot	\$ 22,068.02	\$ 3,697.17	\$ 25,053.41	\$ 4,722.62	\$ 19,336.80	\$ 1,594.28	\$ 25,446.91	\$ 1,788.99	\$ 22,214.21	\$ (2,089.72)
A1A Parking Lot	\$ 40,648.34	\$ 3,246.92	\$ 46,486.92	\$ 10,280.47	\$ 40,741.58	\$ 393.78	\$ 65,875.05	\$ 18,598.91	\$ 65,732.74	\$ 5,741.77
Bougainvillea/Poinciana	\$ 11,204.14	\$ (305.00)	\$ 12,720.59	\$ 1,246.41	\$ 12,969.10	\$ (250.15)	\$ 20,592.40	\$ 6,738.01	\$ 25,073.43	\$ 5,798.70
Monthly Total:	\$ 188,229.87		\$ 213,471.51		\$ 182,547.71		\$ 284,644.66		\$ 287,590.39	
<i>Difference from last year \$:</i>	<i>\$ 23,249.73</i>		<i>\$ 46,040.58</i>		<i>\$ 2,921.17</i>		<i>\$ 76,053.23</i>		<i>\$ 30,098.98</i>	
<i>Difference from last year %:</i>	<i>14.09%</i>		<i>27.50%</i>		<i>1.63%</i>		<i>36.46%</i>		<i>11.69%</i>	

In addition to the detailed information of parking revenues, the following chart shows the collection of parking fines. Parking fines are collected at Town Hall and by Municipal Citations, the parking company that collects on-line payments for the Town. In addition, RTR Financial Services, Inc., a collection agency, collects past due parking fines.

Parking Fines	September 2022	October 2022	November 2022	December 2022	January 2023	February 2023
	\$ 47,220.25	\$ 1,493.00	\$ 2,710.00	\$ 2,876.51	\$ 20,188.69	\$ 18,682.38

*Collection for February includes \$212.75 collected by RTR Financial Services and \$12,460.00 from Municipal Citations.

Attachments:

- Ex.1 Revenue/Expenditure Report
- Ex.2 Cash-Investment Report-February 2023



Lauderdale-By-The-Sea, FL

Budget Report Account Summary

For Fiscal: 2022-2023 Period Ending: 02/28/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
Department: 000000 - NonDesignated						
001-000000-380200 Appropriated Fund Balance	477,342.00	477,342.00	0.00	0.00	-477,342.00	0.00 %
Department: 000000 - NonDesignated Total:	477,342.00	477,342.00	0.00	0.00	-477,342.00	0.00%
Department: 301000 - Ad Valorem Property Taxes						
001-301000-311100 Ad Valorem Property Taxes	9,801,757.00	9,801,757.00	391,076.58	8,949,581.02	-852,175.98	91.31 %
Department: 301000 - Ad Valorem Property Taxes Total:	9,801,757.00	9,801,757.00	391,076.58	8,949,581.02	-852,175.98	91.31%
Department: 301100 - Utility Taxes						
001-301100-311101 Fpl Utility Tax	898,000.00	898,000.00	80,136.66	332,774.80	-565,225.20	37.06 %
001-301100-311440 Gas Utility Tax	20,000.00	20,000.00	2,602.33	7,998.88	-12,001.12	39.99 %
001-301100-314300 Water Utility Tax	168,000.00	168,000.00	14,885.68	63,689.08	-104,310.92	37.91 %
Department: 301100 - Utility Taxes Total:	1,086,000.00	1,086,000.00	97,624.67	404,462.76	-681,537.24	37.24%
Department: 301600 - Francise Taxes						
001-301600-313100 Fl Power & Light Franchise	600,000.00	600,000.00	60,333.37	264,977.55	-335,022.45	44.16 %
001-301600-313300 Waste Franchise Collection	170,000.00	170,000.00	12,608.16	43,119.01	-126,880.99	25.36 %
001-301600-313301 Waste Franchise Adm-fee	9,000.00	9,000.00	0.00	0.00	-9,000.00	0.00 %
001-301600-313400 Gas Franchise	22,000.00	22,000.00	1,999.60	4,744.15	-17,255.85	21.56 %
001-301600-313600 Towing Franchise Fees	800.00	800.00	0.00	210.00	-590.00	26.25 %
Department: 301600 - Francise Taxes Total:	801,800.00	801,800.00	74,941.13	313,050.71	-488,749.29	39.04%
Department: 302000 - Licenses & Permits						
001-302000-321100 Business License Taxes	100,000.00	100,000.00	1,336.82	99,111.62	-888.38	99.11 %
001-302000-321110 Sidewalk Cafe Row	80,000.00	80,000.00	7,378.22	30,027.09	-49,972.91	37.53 %
001-302000-322150 Miscellaneous Permits	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-302000-322250 Zoning Permit & Fees	2,500.00	2,500.00	0.00	1,110.00	-1,390.00	44.40 %
001-302000-322400 Sign Permits	3,000.00	3,000.00	190.00	1,040.00	-1,960.00	34.67 %
Department: 302000 - Licenses & Permits Total:	186,500.00	186,500.00	8,905.04	131,288.71	-55,211.29	70.40%
Department: 303000 - Intergovernmental Revenues						
001-303000-311120 Municipal Revenue Sharing	170,000.00	170,000.00	15,495.50	62,946.53	-107,053.47	37.03 %
001-303000-311150 Alcoholic Beverage License	16,700.00	16,700.00	0.00	636.27	-16,063.73	3.81 %
001-303000-311180 Sales Tax	450,000.00	450,000.00	50,532.25	175,084.43	-274,915.57	38.91 %
001-303000-312410 Local Op Gas Tax 1 - 6 Cent	67,500.00	67,500.00	5,263.12	15,926.51	-51,573.49	23.59 %
001-303000-312420 Local Op Gas Tax 2 - 5 Cent	48,000.00	48,000.00	3,522.46	19,289.58	-28,710.42	40.19 %
001-303000-315100 Communication Service Tax	325,000.00	325,000.00	26,953.26	103,230.75	-221,769.25	31.76 %
001-303000-334910 Bcc-senior Center Grant	19,045.00	19,045.00	0.00	0.00	-19,045.00	0.00 %
001-303000-334914 Bcc-transportation Grant	150,000.00	150,000.00	0.00	0.00	-150,000.00	0.00 %
001-303000-334915 Fdot-reimbursable Grant	18,064.00	18,064.00	19,164.20	19,164.20	1,100.20	106.09 %
001-303000-334930 Emergency Supplemental Funding	0.00	0.00	321.51	16,138.52	16,138.52	0.00 %
Department: 303000 - Intergovernmental Revenues Total:	1,264,309.00	1,264,309.00	121,252.30	412,416.79	-851,892.21	32.62%
Department: 304000 - Charges for Services						
001-304000-343902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	-2,000.00	0.00 %
001-304000-347500 Tennis - Shuffle Key	11,000.00	11,000.00	2,750.00	9,790.00	-1,210.00	89.00 %
Department: 304000 - Charges for Services Total:	13,000.00	13,000.00	2,750.00	9,790.00	-3,210.00	75.31%
Department: 305000 - Fines & Forfeitures						
001-305000-354150 Fines,trafficviolation,citatio	32,000.00	32,000.00	4,208.91	8,817.83	-23,182.17	27.56 %
001-305000-354160 Code Enforcement Fines	30,000.00	30,000.00	1,475.00	3,000.00	-27,000.00	10.00 %
001-305000-359100 Other Fines & Alarms	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
Department: 305000 - Fines & Forfeitures Total:	65,000.00	65,000.00	5,683.91	11,817.83	-53,182.17	18.18%
Department: 306000 - Miscellaneous Revenues						
001-306000-361100 Interest Earnings	6,000.00	6,000.00	1,787.65	10,285.34	4,285.34	171.42 %
001-306000-362000 Rent/lease Royalties	79,503.00	79,503.00	6,511.55	32,907.12	-46,595.88	41.39 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-306000-365400	Recycling Revenue	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-306000-366100	Donations	10,000.00	10,000.00	0.00	20,500.00	10,500.00	205.00 %
001-306000-369100	Miscellaneous Revenues	80,000.00	80,000.00	12,945.75	83,194.57	3,194.57	103.99 %
001-306000-369200	Miscellaneous Applications	15,000.00	15,000.00	100.00	2,400.00	-12,600.00	16.00 %
001-306000-369201	Miscellaneous Merchandise Sales	0.00	0.00	64.30	1,452.75	1,452.75	0.00 %
001-306000-369250	Recreational Activities Fee	1,250.00	1,250.00	215.00	1,020.00	-230.00	81.60 %
001-306000-369500	Miscellaneous Lobbyist	250.00	250.00	0.00	50.00	-200.00	20.00 %
001-306000-369901	Insurance Reimbursement	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		212,003.00	212,003.00	21,624.25	151,809.78	-60,193.22	71.61%
Department: 511000 - Commission							
001-511000-500110	Commission Salaries	80,843.00	80,843.00	6,218.36	30,943.76	49,899.24	38.28 %
001-511000-500210	Employer Fica Taxes	6,185.00	6,185.00	438.76	2,182.48	4,002.52	35.29 %
001-511000-500220	Retirement	46,081.00	46,081.00	3,544.48	15,781.36	30,299.64	34.25 %
001-511000-500230	Group Insurance	54,185.00	54,185.00	2,971.66	27,726.53	26,458.47	51.17 %
001-511000-500345	Contractual Services	4,500.00	4,500.00	487.50	1,631.25	2,868.75	36.25 %
001-511000-500510	Office Supplies	500.00	500.00	0.00	0.00	500.00	0.00 %
001-511000-500540	Dues & Subscriptions	2,700.00	2,700.00	0.00	858.00	1,842.00	31.78 %
001-511000-500545	Training	6,000.00	6,000.00	0.00	75.00	5,925.00	1.25 %
001-511000-500550	Operating Expenses	10,000.00	10,000.00	0.00	533.28	9,466.72	5.33 %
Department: 511000 - Commission Total:		210,994.00	210,994.00	13,660.76	79,731.66	131,262.34	37.79%
Department: 511100 - Donation-Non Profits							
001-511100-500820	Donations-aids To Private Org	71,490.00	71,490.00	0.00	56,490.00	15,000.00	79.02 %
Department: 511100 - Donation-Non Profits Total:		71,490.00	71,490.00	0.00	56,490.00	15,000.00	79.02%
Department: 511200 - Visitor Center							
001-511200-500120	Regular Salaries	37,128.00	37,128.00	2,152.37	10,829.00	26,299.00	29.17 %
001-511200-500210	Employer Fica Taxes	2,841.00	2,841.00	164.66	828.40	2,012.60	29.16 %
001-511200-500220	Retirement	4,422.00	4,422.00	175.92	1,112.25	3,309.75	25.15 %
001-511200-500340	Sewer/wastewater	3,500.00	3,500.00	314.17	1,168.28	2,331.72	33.38 %
001-511200-500345	Contractual Services	0.00	0.00	112.00	580.00	-580.00	0.00 %
001-511200-500430	Electric Service	1,600.00	1,600.00	94.00	376.27	1,223.73	23.52 %
001-511200-500431	Water Service	4,200.00	4,200.00	369.94	1,362.59	2,837.41	32.44 %
001-511200-500463	Service Maintenance Contracts	3,000.00	3,000.00	61.19	292.36	2,707.64	9.75 %
001-511200-500520	Bldg. Maintenance	10,240.00	10,240.00	0.00	0.00	10,240.00	0.00 %
001-511200-500550	Operating Expenses	15,370.00	15,370.00	0.00	125.83	15,244.17	0.82 %
001-511200-500640	Capital Outlay - Equip & Mach	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
Department: 511200 - Visitor Center Total:		85,801.00	85,801.00	3,444.25	16,674.98	69,126.02	19.43%
Department: 513000 - Administration							
001-513000-500120	Regular Salaries	596,812.00	596,812.00	44,910.11	223,852.58	372,959.42	37.51 %
001-513000-500140	Overtime Salaries	3,500.00	3,500.00	77.14	1,007.91	2,492.09	28.80 %
001-513000-500210	Employer Fica Taxes	46,750.00	46,750.00	3,314.19	15,093.42	31,656.58	32.29 %
001-513000-500220	Retirement	118,212.00	118,212.00	10,587.19	46,805.96	71,406.04	39.59 %
001-513000-500230	Group Insurance	102,707.00	102,707.00	5,811.04	44,982.13	57,724.87	43.80 %
001-513000-500315	Professional Services	29,000.00	29,000.00	3,700.00	3,700.00	25,300.00	12.76 %
001-513000-500320	Audit Expense	42,500.00	42,500.00	15,000.00	30,000.00	12,500.00	70.59 %
001-513000-500344	Hr Expenses	5,000.00	5,000.00	437.30	2,417.20	2,582.80	48.34 %
001-513000-500345	Contractual Services	40,000.00	40,000.00	3,814.62	27,251.52	12,748.48	68.13 %
001-513000-500463	Service Maintenance Contracts	58,000.00	58,000.00	28,187.13	44,944.34	13,055.66	77.49 %
001-513000-500506	Printing & Binding	3,500.00	3,500.00	0.00	417.47	3,082.53	11.93 %
001-513000-500508	Postage	5,500.00	5,500.00	0.00	1,301.07	4,198.93	23.66 %
001-513000-500510	Office Supplies	4,500.00	4,500.00	686.54	3,116.49	1,383.51	69.26 %
001-513000-500540	Dues & Subscriptions	8,200.00	8,200.00	0.00	2,302.48	5,897.52	28.08 %
001-513000-500545	Training	18,500.00	18,500.00	0.00	1,917.53	16,582.47	10.37 %
001-513000-500550	Operating Expenses	21,000.00	21,000.00	926.38	14,404.37	6,595.63	68.59 %
Department: 513000 - Administration Total:		1,103,681.00	1,103,681.00	117,451.64	463,514.47	640,166.53	42.00%
Department: 514000 - Town Attorney							
001-514000-500310	Legal Expense	348,500.00	348,500.00	0.00	67,769.19	280,730.81	19.45 %
001-514000-500314	Litigation	94,860.00	94,860.00	0.00	225.00	94,635.00	0.24 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-514000-500319	Ethics Research, Training & Op	6,640.00	6,640.00	0.00	775.00	5,865.00	11.67 %
Department: 514000 - Town Attorney Total:		450,000.00	450,000.00	0.00	68,769.19	381,230.81	15.28%
Department: 519000 - General							
001-519000-500311	Advertisements	12,500.00	12,500.00	0.00	102.07	12,397.93	0.82 %
001-519000-500315	Professional Services	103,130.00	103,130.00	9,801.77	39,775.76	63,354.24	38.57 %
001-519000-500345	Contractual Services	50,350.00	50,350.00	0.00	20,903.39	29,446.61	41.52 %
001-519000-500349	Community Bus	328,187.00	328,187.00	0.00	36,747.80	291,439.20	11.20 %
001-519000-500451	Auto, Property & Liability Ins	157,000.00	157,000.00	0.00	109,823.50	47,176.50	69.95 %
001-519000-500452	Workers Compensation Insur	52,000.00	52,000.00	10,145.00	20,450.00	31,550.00	39.33 %
001-519000-500463	Service Maintenance Contracts	66,000.00	66,000.00	7,103.50	28,639.57	37,360.43	43.39 %
001-519000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
001-519000-500506	Printing & Binding	40,292.00	40,292.00	0.00	7,811.33	32,480.67	19.39 %
001-519000-500511	Computer Expense	10,000.00	10,000.00	0.00	7,949.45	2,050.55	79.49 %
001-519000-500525	Uniform Expense	225.00	225.00	0.00	0.00	225.00	0.00 %
001-519000-500550	Operating Expenses	27,900.00	27,900.00	165.68	33,981.04	-6,081.04	121.80 %
001-519000-500552	Recycling And Solid Waste Exp	32,400.00	32,400.00	3,080.86	10,114.82	22,285.18	31.22 %
001-519000-500611	Land Acquisition	0.00	0.00	5,000.00	5,000.00	-5,000.00	0.00 %
Department: 519000 - General Total:		979,984.00	979,984.00	35,296.81	321,298.73	658,685.27	32.79%
Department: 519100 - Tourism and Community Outreach							
001-519100-500120	Regular Salaries	136,894.00	136,894.00	10,369.34	51,846.70	85,047.30	37.87 %
001-519100-500140	Overtime Salaries	5,000.00	5,000.00	0.00	394.83	4,605.17	7.90 %
001-519100-500210	Employer Fica Taxes	11,238.00	11,238.00	795.34	3,968.73	7,269.27	35.32 %
001-519100-500220	Retirement	17,496.00	17,496.00	1,237.81	5,584.19	11,911.81	31.92 %
001-519100-500230	Group Insurance	23,150.00	23,150.00	1,320.74	10,150.07	12,999.93	43.84 %
001-519100-500311	Advertisements	21,800.00	21,800.00	0.00	7,220.00	14,580.00	33.12 %
001-519100-500315	Professional Services	63,400.00	63,400.00	11,974.73	38,420.36	24,979.64	60.60 %
001-519100-500345	Contractual Services	6,138.00	6,138.00	927.38	11,008.00	-4,870.00	179.34 %
001-519100-500347	Programs	16,300.00	16,300.00	1,282.50	4,875.92	11,424.08	29.91 %
001-519100-500495	Special Events	179,400.00	179,400.00	9,214.42	32,017.90	147,382.10	17.85 %
001-519100-500506	Printing & Binding	9,948.00	9,948.00	106.12	7,834.20	2,113.80	78.75 %
001-519100-500540	Dues & Subscriptions	1,945.00	1,945.00	0.00	539.17	1,405.83	27.72 %
001-519100-500545	Training	500.00	500.00	0.00	498.00	2.00	99.60 %
001-519100-500550	Operating Expenses	1,000.00	1,000.00	0.00	830.05	169.95	83.01 %
Department: 519100 - Tourism and Community Outreach Total:		494,209.00	494,209.00	37,228.38	175,188.12	319,020.88	35.45%
Department: 521000 - Police Department							
001-521000-500141	Bso Overtime	80,000.00	80,000.00	11,770.35	18,168.97	61,831.03	22.71 %
001-521000-500345	Contractual Services	5,681,422.00	5,681,422.00	473,451.83	2,345,664.18	3,335,757.82	41.29 %
001-521000-500352	Contract Services	6,000.00	6,000.00	0.00	4,996.19	1,003.81	83.27 %
001-521000-500520	Bldg. Maintenance	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-521000-500550	Operating Expenses	6,000.00	6,000.00	209.90	209.90	5,790.10	3.50 %
001-521000-500640	Capital Outlay - Equipmt & Mach	3,000.00	3,000.00	0.00	4,755.00	-1,755.00	158.50 %
Department: 521000 - Police Department Total:		5,778,422.00	5,778,422.00	485,432.08	2,373,794.24	3,404,627.76	41.08%
Department: 523000 - Emergency Medical Services							
001-523000-500345	Contractual Services	899,910.00	899,910.00	0.00	374,962.50	524,947.50	41.67 %
Department: 523000 - Emergency Medical Services Total:		899,910.00	899,910.00	0.00	374,962.50	524,947.50	41.67%
Department: 524000 - Development Services							
001-524000-500120	Regular Salaries	254,701.00	254,701.00	13,230.95	67,477.59	187,223.41	26.49 %
001-524000-500140	Overtime Salaries	6,000.00	6,000.00	0.00	26.60	5,973.40	0.44 %
001-524000-500210	Employer Fica Taxes	19,644.00	19,644.00	1,042.40	5,314.57	14,329.43	27.05 %
001-524000-500220	Retirement	44,922.00	44,922.00	3,014.90	13,928.00	30,994.00	31.00 %
001-524000-500230	Group Insurance	50,804.00	50,804.00	1,551.65	14,374.56	36,429.44	28.29 %
001-524000-500315	Professional Services	55,000.00	55,000.00	2,932.13	25,759.03	29,240.97	46.83 %
001-524000-500345	Contractual Services	325,000.00	325,000.00	2,407.14	84,599.63	240,400.37	26.03 %
001-524000-500462	Fuel	0.00	0.00	0.00	124.43	-124.43	0.00 %
001-524000-500463	Service Maintenance Contracts	6,600.00	6,600.00	169.49	2,346.51	4,253.49	35.55 %
001-524000-500506	Printing & Binding	4,000.00	4,000.00	15.73	159.91	3,840.09	4.00 %
001-524000-500508	Postage	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-524000-500510	Office Supplies	3,000.00	3,000.00	65.99	65.99	2,934.01	2.20 %
001-524000-500525	Uniform Expense	400.00	400.00	0.00	0.00	400.00	0.00 %
001-524000-500540	Dues & Subscriptions	4,300.00	4,300.00	0.00	0.00	4,300.00	0.00 %
001-524000-500545	Training	7,000.00	7,000.00	0.00	301.00	6,699.00	4.30 %
001-524000-500550	Operating Expenses	10,200.00	10,200.00	42.22	586.62	9,613.38	5.75 %
Department: 524000 - Development Services Total:		795,571.00	795,571.00	24,472.60	215,064.44	580,506.56	27.03%
Department: 541100 - Mun Srvc - Public Works Div							
001-541100-500120	Regular Salaries	951,193.00	951,193.00	70,182.82	361,988.12	589,204.88	38.06 %
001-541100-500140	Overtime Salaries	55,000.00	55,000.00	2,170.10	22,105.18	32,894.82	40.19 %
001-541100-500210	Employer Fica Taxes	76,974.00	76,974.00	5,502.85	31,269.56	45,704.44	40.62 %
001-541100-500220	Retirement	134,288.00	134,288.00	10,964.06	48,794.61	85,493.39	36.34 %
001-541100-500230	Group Insurance	220,606.00	220,606.00	10,262.43	93,926.77	126,679.23	42.58 %
001-541100-500315	Professional Services	50,000.00	50,000.00	4,900.00	15,567.40	34,432.60	31.13 %
001-541100-500340	Sewer/wastewater	14,000.00	14,000.00	881.80	3,240.88	10,759.12	23.15 %
001-541100-500345	Contractual Services	363,100.00	363,100.00	10,337.55	69,821.30	293,278.70	19.23 %
001-541100-500410	Communications	47,000.00	47,000.00	4,186.31	24,169.29	22,830.71	51.42 %
001-541100-500430	Electric Service	48,000.00	48,000.00	3,864.41	15,780.53	32,219.47	32.88 %
001-541100-500431	Water Service	160,000.00	160,000.00	19,391.80	65,747.09	94,252.91	41.09 %
001-541100-500433	Electric Service-streets	62,500.00	62,500.00	8,772.61	20,389.49	42,110.51	32.62 %
001-541100-500445	Equip Rent/lease	20,000.00	20,000.00	1,217.70	6,787.05	13,212.95	33.94 %
001-541100-500460	Equipment Maintenance	25,000.00	25,000.00	6,276.54	15,641.30	9,358.70	62.57 %
001-541100-500461	Vehicle Maintenance	14,000.00	14,000.00	2,406.92	10,460.86	3,539.14	74.72 %
001-541100-500462	Fuel	50,000.00	50,000.00	3,566.64	7,855.80	42,144.20	15.71 %
001-541100-500463	Service Maintenance Contracts	20,705.00	20,705.00	1,149.20	8,895.85	11,809.15	42.96 %
001-541100-500470	Radio Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500498	Storm Drain Rehab/maint	107,500.00	107,500.00	25,520.00	25,520.00	81,980.00	23.74 %
001-541100-500508	Postage	250.00	250.00	106.10	612.66	-362.66	245.06 %
001-541100-500510	Office Supplies	1,750.00	1,750.00	0.00	0.00	1,750.00	0.00 %
001-541100-500520	Bldg. Maintenance	70,000.00	70,000.00	15,544.52	40,384.77	29,615.23	57.69 %
001-541100-500525	Uniform Expense	18,000.00	18,000.00	2,348.72	10,526.61	7,473.39	58.48 %
001-541100-500529	Street Light Maintenance	45,000.00	45,000.00	1,783.51	6,451.11	38,548.89	14.34 %
001-541100-500530	Street Maint Repair Supply	100,000.00	100,000.00	2,293.08	12,193.84	87,806.16	12.19 %
001-541100-500531	Grounds Maint/landscaping	50,000.00	50,000.00	6,388.88	23,651.47	26,348.53	47.30 %
001-541100-500532	Signs	12,500.00	12,500.00	175.75	655.75	11,844.25	5.25 %
001-541100-500534	Sidewalk Maint Repair	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00 %
001-541100-500535	Flags	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-541100-500540	Dues & Subscriptions	2,285.00	2,285.00	150.00	345.00	1,940.00	15.10 %
001-541100-500545	Training	6,000.00	6,000.00	0.00	273.37	5,726.63	4.56 %
001-541100-500547	Hurricane Expenditure	10,000.00	10,000.00	0.00	802.05	9,197.95	8.02 %
001-541100-500550	Operating Expenses	70,000.00	70,000.00	3,441.17	36,890.98	33,109.02	52.70 %
001-541100-500624	Capital Outlay-bldg. Improvemt	50,000.00	50,000.00	9,355.00	9,355.00	40,645.00	18.71 %
001-541100-500640	Capital Outlay - Equipt & Mach	13,500.00	13,500.00	0.00	9,447.00	4,053.00	69.98 %
001-541100-500644	Capital Outlay-vehicles	40,000.00	40,000.00	0.00	12,272.98	27,727.02	30.68 %
Department: 541100 - Mun Srvc - Public Works Div Total:		2,927,651.00	2,927,651.00	233,140.47	1,011,823.67	1,915,827.33	34.56%
Department: 572000 - Recreation							
001-572000-500342	Senior Rec. Ctr. Contract	102,698.00	102,698.00	2,422.20	41,562.00	61,136.00	40.47 %
001-572000-500343	Beach Maintenance Contract	264,000.00	264,000.00	20,500.00	102,500.00	161,500.00	38.83 %
001-572000-500345	Contractual Services	6,000.00	6,000.00	0.00	2,000.00	4,000.00	33.33 %
001-572000-500347	Programs	8,000.00	8,000.00	512.25	662.72	7,337.28	8.28 %
001-572000-500430	Electric Service	600.00	600.00	66.77	256.08	343.92	42.68 %
001-572000-500460	Equipment Maintenance	8,000.00	8,000.00	488.50	13,891.46	-5,891.46	173.64 %
001-572000-500463	Service Maintenance Contracts	0.00	0.00	177.93	777.12	-777.12	0.00 %
001-572000-500469	Buoy Maintenance	17,000.00	17,000.00	0.00	0.00	17,000.00	0.00 %
001-572000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-572000-500520	Bldg. Maintenance	30,000.00	30,000.00	5,480.95	27,922.67	2,077.33	93.08 %
001-572000-500536	Sea Oats	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
001-572000-500550	Operating Expenses	75,000.00	75,000.00	5,870.40	23,300.00	51,700.00	31.07 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-572000-500640	Capital Outlay - Equipt & Mach	25,000.00	25,000.00	0.00	10,343.73	14,656.27	41.37 %
Department: 572000 - Recreation Total:		547,298.00	547,298.00	35,519.00	223,215.78	324,082.22	40.79%
Department: 581100 - Interfund Transfers							
001-581100-380102	Transfer From Bldg-oh Costs	82,300.00	82,300.00	0.00	0.00	-82,300.00	0.00 %
001-581100-380115	Transfer From Fire - Oh Costs	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
001-581100-381106	Transfer From Parking Fund	305,000.00	305,000.00	0.00	0.00	-305,000.00	0.00 %
Department: 581100 - Interfund Transfers Total:		437,300.00	437,300.00	0.00	0.00	-437,300.00	0.00%
Fund: 001 - General Fund Surplus (Deficit):		0.00	0.00	-261,788.11	5,003,689.82	5,003,689.82	0.00%
Fund: 101 - Special Revenue-Police Conf							
Department: 306000 - Miscellaneous Revenues							
101-306000-369100	Miscellaneous Revenues	0.00	0.00	0.00	219.86	219.86	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 101 - Special Revenue-Police Conf Total:		0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 102 - Building Fund							
Department: 000000 - NonDesignated							
102-000000-380200	Appropriated Fund Balance	30,983.00	30,983.00	0.00	0.00	-30,983.00	0.00 %
Department: 000000 - NonDesignated Total:		30,983.00	30,983.00	0.00	0.00	-30,983.00	0.00%
Department: 302100 - Building Permit and Inpection							
102-302100-322100	Building Permits	950,850.00	950,850.00	220,235.66	1,047,468.55	96,618.55	110.16 %
102-302100-322105	Fire Plan Review Fees	17,000.00	17,000.00	640.00	4,935.64	-12,064.36	29.03 %
Department: 302100 - Building Permit and Inpection Total:		967,850.00	967,850.00	220,875.66	1,052,404.19	84,554.19	108.74%
Department: 524100 - Building							
102-524100-500120	Regular Salaries	80,612.00	80,612.00	5,588.48	28,802.28	51,809.72	35.73 %
102-524100-500210	Employer Fica Taxes	6,167.00	6,167.00	504.40	2,630.87	3,536.13	42.66 %
102-524100-500220	Retirement	18,328.00	18,328.00	1,495.98	7,684.18	10,643.82	41.93 %
102-524100-500230	Group Insurance	14,926.00	14,926.00	879.54	6,078.97	8,847.03	40.73 %
102-524100-500315	Professional Services	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
102-524100-500345	Contractual Services	0.00	0.00	1,750.20	4,898.20	-4,898.20	0.00 %
102-524100-500402	Building Permit Services	665,000.00	665,000.00	0.00	0.00	665,000.00	0.00 %
102-524100-500463	Service Maintenance Contracts	0.00	0.00	0.00	318.47	-318.47	0.00 %
102-524100-500550	Operating Expenses	1,500.00	1,500.00	1,355.13	2,280.23	-780.23	152.02 %
102-524100-500624	Capital Outlay-bldg. Improvemt	30,000.00	30,000.00	0.00	0.00	30,000.00	0.00 %
102-524100-581001	Transfer To GF-OH Costs	82,300.00	82,300.00	0.00	0.00	82,300.00	0.00 %
Department: 524100 - Building Total:		998,833.00	998,833.00	11,573.73	52,693.20	946,139.80	5.28%
Fund: 102 - Building Fund Surplus (Deficit):		0.00	0.00	209,301.93	999,710.99	999,710.99	0.00%
Fund: 103 - Sewer Fund							
Department: 000000 - NonDesignated							
103-000000-380200	Appropriated Fund Balance	224,296.00	224,296.00	0.00	0.00	-224,296.00	0.00 %
Department: 000000 - NonDesignated Total:		224,296.00	224,296.00	0.00	0.00	-224,296.00	0.00%
Department: 304000 - Charges for Services							
103-304000-343500	Sewer Fees	1,303,077.00	1,303,077.00	116,499.59	554,227.46	-748,849.54	42.53 %
Department: 304000 - Charges for Services Total:		1,303,077.00	1,303,077.00	116,499.59	554,227.46	-748,849.54	42.53%
Department: 306000 - Miscellaneous Revenues							
103-306000-361100	Interest Earnings	1,000.00	1,000.00	0.00	77.12	-922.88	7.71 %
Department: 306000 - Miscellaneous Revenues Total:		1,000.00	1,000.00	0.00	77.12	-922.88	7.71%
Department: 535000 - Sanitary Sewers							
103-535000-500120	Regular Salaries	73,880.00	73,880.00	5,656.76	18,844.27	55,035.73	25.51 %
103-535000-500140	Overtime Salaries	5,500.00	5,500.00	235.17	235.17	5,264.83	4.28 %
103-535000-500210	Employer Fica Taxes	6,073.00	6,073.00	450.95	1,459.90	4,613.10	24.04 %
103-535000-500220	Retirement	15,126.00	15,126.00	786.54	3,875.74	11,250.26	25.62 %
103-535000-500230	Group Insurance	9,184.00	9,184.00	67.25	2,383.95	6,800.05	25.96 %
103-535000-500315	Professional Services	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500340	Sewer/wastewater	850,000.00	850,000.00	64,984.37	327,233.32	522,766.68	38.50 %
103-535000-500345	Contractual Services	60,000.00	60,000.00	16,648.29	20,554.89	39,445.11	34.26 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
103-535000-500430	Electric Service	24,000.00	24,000.00	2,151.00	6,876.36	17,123.64	28.65 %
103-535000-500431	Water Service	360.00	360.00	29.93	127.84	232.16	35.51 %
103-535000-500459	Sewer Line Maintenance	300,000.00	300,000.00	59,900.00	59,900.00	240,100.00	19.97 %
103-535000-500465	Pump Station Maintenance	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
103-535000-500497	Contingency	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
103-535000-500506	Printing & Binding	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
103-535000-500550	Operating Expenses	2,250.00	2,250.00	0.00	0.00	2,250.00	0.00 %
103-535000-500630	Cap Outlay Imp Other Than Bldg	75,000.00	75,000.00	0.00	0.00	75,000.00	0.00 %
Department: 535000 - Sanitary Sewers Total:		1,528,373.00	1,528,373.00	150,910.26	441,491.44	1,086,881.56	28.89%
Fund: 103 - Sewer Fund Surplus (Deficit):		0.00	0.00	-34,410.67	112,813.14	112,813.14	0.00%
Fund: 115 - Fire Fund							
Department: 000000 - NonDesignated							
115-000000-380203	Appropriation From Fire Fund	1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	0.00 %
Department: 000000 - NonDesignated Total:		1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	0.00%
Department: 301050 - Fire Assessment							
115-301050-311200	Property Tax-fire Assessment	1,134,209.00	1,134,209.00	51,252.11	1,029,066.24	-105,142.76	90.73 %
Department: 301050 - Fire Assessment Total:		1,134,209.00	1,134,209.00	51,252.11	1,029,066.24	-105,142.76	90.73%
Department: 304000 - Charges for Services							
115-304000-342210	Fire Inspection Fees	34,808.00	34,808.00	1,005.00	36,689.74	1,881.74	105.41 %
Department: 304000 - Charges for Services Total:		34,808.00	34,808.00	1,005.00	36,689.74	1,881.74	105.41%
Department: 306000 - Miscellaneous Revenues							
115-306000-361100	Interest Earnings	0.00	0.00	0.00	628.32	628.32	0.00 %
Department: 306000 - Miscellaneous Revenues Total:		0.00	0.00	0.00	628.32	628.32	0.00%
Department: 522000 - Fire Department							
115-522000-500151	Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
115-522000-500315	Professional Services	52,300.00	52,300.00	0.00	3,749.50	48,550.50	7.17 %
115-522000-500320	Audit Expense	8,400.00	8,400.00	6,400.00	8,400.00	0.00	100.00 %
115-522000-500345	Contractual Services	939,167.00	939,167.00	0.00	391,319.60	547,847.40	41.67 %
115-522000-500520	Bldg. Maintenance	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
115-522000-500624	Capital Outlay-bldg. Improvemt	306,000.00	306,000.00	0.00	0.00	306,000.00	0.00 %
115-522000-500644	Capital Outlay-vehicles	980,000.00	980,000.00	0.00	0.00	980,000.00	0.00 %
115-522000-500912	Transfer To General Fund	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 522000 - Fire Department Total:		2,344,367.00	2,344,367.00	6,400.00	403,469.10	1,940,897.90	17.21%
Fund: 115 - Fire Fund Surplus (Deficit):		0.00	0.00	45,857.11	662,915.20	662,915.20	0.00%
Fund: 300 - Capital Project Fund							
Department: 000000 - NonDesignated							
300-000000-380200	Appropriated Fund Balance	1,148,866.00	1,148,866.00	0.00	0.00	-1,148,866.00	0.00 %
300-000000-380211	Appropriated El Mar Res.fdg Fi	1,650,000.00	1,650,000.00	0.00	0.00	-1,650,000.00	0.00 %
Department: 000000 - NonDesignated Total:		2,798,866.00	2,798,866.00	0.00	0.00	-2,798,866.00	0.00%
Department: 303000 - Intergovernmental Revenues							
300-303000-334931	American Rescue Plan Act Grant	1,668,844.00	1,668,844.00	0.00	0.00	-1,668,844.00	0.00 %
300-303000-344901	State of Florida- Funding Codrington	511,000.00	511,000.00	0.00	0.00	-511,000.00	0.00 %
Department: 303000 - Intergovernmental Revenues Total:		2,179,844.00	2,179,844.00	0.00	0.00	-2,179,844.00	0.00%
Department: 306000 - Miscellaneous Revenues							
300-306000-361100	Interest Earnings	600.00	600.00	0.00	336.49	-263.51	56.08 %
Department: 306000 - Miscellaneous Revenues Total:		600.00	600.00	0.00	336.49	-263.51	56.08%
Department: 519000 - General							
300-519000-500120	Regular Salaries	51,847.00	51,847.00	3,255.00	17,752.79	34,094.21	34.24 %
300-519000-500210	Employer Fica Taxes	3,968.00	3,968.00	249.00	1,358.06	2,609.94	34.23 %
300-519000-500220	Retirement	14,995.00	14,995.00	985.94	5,186.61	9,808.39	34.59 %
300-519000-500230	Group Insurance	8,955.00	8,955.00	94.63	3,068.94	5,886.06	34.27 %
300-519000-500640	Capital Outlay - Equip & Mach	263,000.00	263,000.00	4,805.83	87,407.30	175,592.70	33.23 %
Department: 519000 - General Total:		342,765.00	342,765.00	9,390.40	114,773.70	227,991.30	33.48%

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 519163 - OffsiteRoof Replacement						
300-519163-500630 Cap Outlay Imp other than bldg	331,000.00	331,000.00	0.00	149,380.00	181,620.00	45.13 %
Department: 519163 - OffsiteRoof Replacement Total:	331,000.00	331,000.00	0.00	149,380.00	181,620.00	45.13%
Department: 545101 - Downtown Commercial Refurbishm						
300-545101-500630 Cap Outlay Imp other than bldg	1,200,000.00	1,200,000.00	37,000.69	79,603.09	1,120,396.91	6.63 %
Department: 545101 - Downtown Commercial Refurbishm Total:	1,200,000.00	1,200,000.00	37,000.69	79,603.09	1,120,396.91	6.63%
Department: 559025 - Bel Air - Sewall Repair - East						
300-559025-500630 Cap Outlay Imp Other Than Bldg	215,545.00	215,545.00	593.93	2,708.91	212,836.09	1.26 %
Department: 559025 - Bel Air - Sewall Repair - East Total:	215,545.00	215,545.00	593.93	2,708.91	212,836.09	1.26%
Department: 559026 - Canal Dredging						
300-559026-500630 Cap Outlay Imp Other Than Bldg	380,000.00	380,000.00	29,950.21	38,420.17	341,579.83	10.11 %
Department: 559026 - Canal Dredging Total:	380,000.00	380,000.00	29,950.21	38,420.17	341,579.83	10.11%
Department: 559027 - Storm Water Rate Study						
300-559027-500630 Cap Outlay Imp Other Than Bldg	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
Department: 559027 - Storm Water Rate Study Total:	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00%
Department: 572200 - Beach Renourishment						
300-572200-500630 Cap Outlay Imp Other Than Bldg	0.00	0.00	200.85	2,463.87	-2,463.87	0.00 %
Department: 572200 - Beach Renourishment Total:	0.00	0.00	200.85	2,463.87	-2,463.87	0.00%
Department: 575201 - Pedestrian Amenities						
300-575201-500630 Cap Outlay Imp Other Than Bldg	50,000.00	50,000.00	0.00	1,043.82	48,956.18	2.09 %
Department: 575201 - Pedestrian Amenities Total:	50,000.00	50,000.00	0.00	1,043.82	48,956.18	2.09%
Department: 576135 - Street Project Codrington Drive						
300-576135-500630 Cap Outlay Imp Other Than Bldg	1,700,000.00	1,700,000.00	0.00	6,736.19	1,693,263.81	0.40 %
Department: 576135 - Street Project Codrington Drive Total:	1,700,000.00	1,700,000.00	0.00	6,736.19	1,693,263.81	0.40%
Department: 577100 - Friedt Park						
300-577100-500630 Cap Outlay Imp Other Than Bldg	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00 %
Department: 577100 - Friedt Park Total:	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-77,136.08	-394,793.26	-394,793.26	0.00%
Fund: 310 - Parking Fund						
Department: 302000 - Licenses & Permits						
310-302000-313101 Pilop Fee	20,000.00	20,000.00	0.00	60,350.00	40,350.00	301.75 %
Department: 302000 - Licenses & Permits Total:	20,000.00	20,000.00	0.00	60,350.00	40,350.00	301.75%
Department: 304000 - Charges for Services						
310-304000-344500 Parking Permits	140,000.00	140,000.00	9,701.00	119,992.29	-20,007.71	85.71 %
310-304000-344520 Parking Agreements	94,024.00	94,024.00	0.00	94,024.00	0.00	100.00 %
310-304000-344551 South Ocean	190,000.00	190,000.00	30,683.94	109,253.35	-80,746.65	57.50 %
310-304000-344552 Ocean Front Meters	300,000.00	300,000.00	36,483.64	177,680.90	-122,319.10	59.23 %
310-304000-344553 Commercial Blvd. Meters	75,000.00	75,000.00	8,099.53	35,287.18	-39,712.82	47.05 %
310-304000-344554 Parking Meters - Beach	200,000.00	200,000.00	19,246.73	80,778.35	-119,221.65	40.39 %
310-304000-344555 Palm Portal- Fdg	80,000.00	80,000.00	12,165.07	46,964.71	-33,035.29	58.71 %
310-304000-344556 El Prado Parking Lot	450,000.00	450,000.00	64,111.77	241,182.99	-208,817.01	53.60 %
310-304000-344558 Town Hall Parking Lot	27,000.00	27,000.00	3,779.33	9,173.02	-17,826.98	33.97 %
310-304000-344559 El Mar Parking Lot	200,000.00	200,000.00	22,214.21	114,119.35	-85,880.65	57.06 %
310-304000-344560 A1A Parking Lot	450,000.00	450,000.00	65,732.74	259,484.63	-190,515.37	57.66 %
310-304000-344563 Bougainvilla/ Poinciana	130,000.00	130,000.00	25,073.43	82,559.66	-47,440.34	63.51 %
Department: 304000 - Charges for Services Total:	2,336,024.00	2,336,024.00	297,291.39	1,370,500.43	-965,523.57	58.67%
Department: 305000 - Fines & Forfeitures						
310-305000-354100 Parking Fines	100,000.00	100,000.00	18,682.38	45,950.58	-54,049.42	45.95 %
Department: 305000 - Fines & Forfeitures Total:	100,000.00	100,000.00	18,682.38	45,950.58	-54,049.42	45.95%
Department: 306000 - Miscellaneous Revenues						
310-306000-361100 Interest Earnings	1,000.00	1,000.00	0.00	326.87	-673.13	32.69 %
Department: 306000 - Miscellaneous Revenues Total:	1,000.00	1,000.00	0.00	326.87	-673.13	32.69%
Department: 545000 - Parking Operations						
310-545000-500120 Regular Salaries	163,721.00	163,721.00	12,704.24	64,521.80	99,199.20	39.41 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
310-545000-500140	Overtime Salaries	3,500.00	3,500.00	820.33	3,133.74	366.26	89.54 %
310-545000-500210	Employer Fica Taxes	12,793.00	12,793.00	937.27	4,594.66	8,198.34	35.92 %
310-545000-500220	Retirement	27,291.00	27,291.00	2,152.72	10,426.76	16,864.24	38.21 %
310-545000-500230	Group Insurance	40,301.00	40,301.00	460.19	22,493.36	17,807.64	55.81 %
310-545000-500345	Contractual Services	400,000.00	400,000.00	53,842.73	122,977.24	277,022.76	30.74 %
310-545000-500353	Parking Alternatives	175,000.00	175,000.00	40,504.64	76,288.68	98,711.32	43.59 %
310-545000-500410	Communications	3,300.00	3,300.00	154.83	719.83	2,580.17	21.81 %
310-545000-500430	Electric Service	6,200.00	6,200.00	673.73	2,467.81	3,732.19	39.80 %
310-545000-500431	Water Service	25,000.00	25,000.00	1,297.07	3,716.08	21,283.92	14.86 %
310-545000-500445	Equip Rent/lease	12,800.00	12,800.00	0.00	0.00	12,800.00	0.00 %
310-545000-500461	Vehicle Maintenance	5,000.00	5,000.00	17.99	3,351.43	1,648.57	67.03 %
310-545000-500462	Fuel	20,000.00	20,000.00	692.23	2,048.67	17,951.33	10.24 %
310-545000-500463	Service Maintenance Contracts	31,920.00	31,920.00	0.00	37,266.10	-5,346.10	116.75 %
310-545000-500497	Contingency	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
310-545000-500506	Printing & Binding	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00 %
310-545000-500508	Postage	3,000.00	3,000.00	164.29	285.02	2,714.98	9.50 %
310-545000-500510	Office Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
310-545000-500525	Uniform Expense	4,000.00	4,000.00	187.20	672.88	3,327.12	16.82 %
310-545000-500532	Signs	13,000.00	13,000.00	2,571.90	4,668.72	8,331.28	35.91 %
310-545000-500533	Parking Meter Parts-supplies	38,000.00	38,000.00	1,055.40	1,952.75	36,047.25	5.14 %
310-545000-500545	Training	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500550	Operating Expenses	30,000.00	30,000.00	3,444.54	5,457.59	24,542.41	18.19 %
310-545000-500629	Capital Outlay - Design/permit	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500630	Cap Outlay Imp Other Than Bldg	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
310-545000-500640	Capital Outlay - Equipt & Mach	55,600.00	55,600.00	0.00	0.00	55,600.00	0.00 %
310-545000-500644	Capital Outlay-vehicles	20,264.00	20,264.00	0.00	3,191.33	17,072.67	15.75 %
Department: 545000 - Parking Operations Total:		1,118,690.00	1,118,690.00	121,681.30	370,234.45	748,455.55	33.10%
Department: 545152 - Land Acquisitions							
310-545152-500611	Land Acquisition	1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	0.00 %
Department: 545152 - Land Acquisitions Total:		1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	0.00%
Department: 581100 - Interfund Transfers							
310-581100-500912	Transfer To General Fund	305,000.00	305,000.00	0.00	0.00	305,000.00	0.00 %
Department: 581100 - Interfund Transfers Total:		305,000.00	305,000.00	0.00	0.00	305,000.00	0.00%
Fund: 310 - Parking Fund Surplus (Deficit):		0.00	0.00	194,292.47	1,106,893.43	1,106,893.43	0.00%
Report Surplus (Deficit):		0.00	0.00	76,116.65	7,491,449.18	7,491,449.18	0.00%

Group Summary

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - General Fund						
000000 - NonDesignated	477,342.00	477,342.00	0.00	0.00	-477,342.00	0.00%
301000 - Ad Valorem Property Taxes	9,801,757.00	9,801,757.00	391,076.58	8,949,581.02	-852,175.98	91.31%
301100 - Utility Taxes	1,086,000.00	1,086,000.00	97,624.67	404,462.76	-681,537.24	37.24%
301600 - Franchise Taxes	801,800.00	801,800.00	74,941.13	313,050.71	-488,749.29	39.04%
302000 - Licenses & Permits	186,500.00	186,500.00	8,905.04	131,288.71	-55,211.29	70.40%
303000 - Intergovernmental Revenues	1,264,309.00	1,264,309.00	121,252.30	412,416.79	-851,892.21	32.62%
304000 - Charges for Services	13,000.00	13,000.00	2,750.00	9,790.00	-3,210.00	75.31%
305000 - Fines & Forfeitures	65,000.00	65,000.00	5,683.91	11,817.83	-53,182.17	18.18%
306000 - Miscellaneous Revenues	212,003.00	212,003.00	21,624.25	151,809.78	-60,193.22	71.61%
511000 - Commission	210,994.00	210,994.00	13,660.76	79,731.66	131,262.34	37.79%
511100 - Donation-Non Profits	71,490.00	71,490.00	0.00	56,490.00	15,000.00	79.02%
511200 - Visitor Center	85,801.00	85,801.00	3,444.25	16,674.98	69,126.02	19.43%
513000 - Administration	1,103,681.00	1,103,681.00	117,451.64	463,514.47	640,166.53	42.00%
514000 - Town Attorney	450,000.00	450,000.00	0.00	68,769.19	381,230.81	15.28%
519000 - General	979,984.00	979,984.00	35,296.81	321,298.73	658,685.27	32.79%
519100 - Tourism and Community Outreach	494,209.00	494,209.00	37,228.38	175,188.12	319,020.88	35.45%
521000 - Police Department	5,778,422.00	5,778,422.00	485,432.08	2,373,794.24	3,404,627.76	41.08%
523000 - Emergency Medical Services	899,910.00	899,910.00	0.00	374,962.50	524,947.50	41.67%
524000 - Development Services	795,571.00	795,571.00	24,472.60	215,064.44	580,506.56	27.03%
541100 - Mun Srvsc - Public Works Div	2,927,651.00	2,927,651.00	233,140.47	1,011,823.67	1,915,827.33	34.56%
572000 - Recreation	547,298.00	547,298.00	35,519.00	223,215.78	324,082.22	40.79%
581100 - Interfund Transfers	437,300.00	437,300.00	0.00	0.00	-437,300.00	0.00%
Fund: 001 - General Fund Surplus (Deficit):	0.00	0.00	-261,788.11	5,003,689.82	5,003,689.82	0.00%
Fund: 101 - Special Revenue-Police Conf						
306000 - Miscellaneous Revenues	0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 101 - Special Revenue-Police Conf Total:	0.00	0.00	0.00	219.86	219.86	0.00%
Fund: 102 - Building Fund						
000000 - NonDesignated	30,983.00	30,983.00	0.00	0.00	-30,983.00	0.00%
302100 - Building Permit and Inpection	967,850.00	967,850.00	220,875.66	1,052,404.19	84,554.19	108.74%
524100 - Building	998,833.00	998,833.00	11,573.73	52,693.20	946,139.80	5.28%
Fund: 102 - Building Fund Surplus (Deficit):	0.00	0.00	209,301.93	999,710.99	999,710.99	0.00%
Fund: 103 - Sewer Fund						
000000 - NonDesignated	224,296.00	224,296.00	0.00	0.00	-224,296.00	0.00%
304000 - Charges for Services	1,303,077.00	1,303,077.00	116,499.59	554,227.46	-748,849.54	42.53%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	77.12	-922.88	7.71%
535000 - Sanitary Sewers	1,528,373.00	1,528,373.00	150,910.26	441,491.44	1,086,881.56	28.89%
Fund: 103 - Sewer Fund Surplus (Deficit):	0.00	0.00	-34,410.67	112,813.14	112,813.14	0.00%
Fund: 115 - Fire Fund						
000000 - NonDesignated	1,175,350.00	1,175,350.00	0.00	0.00	-1,175,350.00	0.00%
301050 - Fire Assessment	1,134,209.00	1,134,209.00	51,252.11	1,029,066.24	-105,142.76	90.73%
304000 - Charges for Services	34,808.00	34,808.00	1,005.00	36,689.74	1,881.74	105.41%
306000 - Miscellaneous Revenues	0.00	0.00	0.00	628.32	628.32	0.00%
522000 - Fire Department	2,344,367.00	2,344,367.00	6,400.00	403,469.10	1,940,897.90	17.21%
Fund: 115 - Fire Fund Surplus (Deficit):	0.00	0.00	45,857.11	662,915.20	662,915.20	0.00%
Fund: 300 - Capital Project Fund						
000000 - NonDesignated	2,798,866.00	2,798,866.00	0.00	0.00	-2,798,866.00	0.00%
303000 - Intergovernmental Revenues	2,179,844.00	2,179,844.00	0.00	0.00	-2,179,844.00	0.00%
306000 - Miscellaneous Revenues	600.00	600.00	0.00	336.49	-263.51	56.08%
519000 - General	342,765.00	342,765.00	9,390.40	114,773.70	227,991.30	33.48%
519163 - OffsiteRoof Replacement	331,000.00	331,000.00	0.00	149,380.00	181,620.00	45.13%
545101 - Downtown Commercial Refurbishm	1,200,000.00	1,200,000.00	37,000.69	79,603.09	1,120,396.91	6.63%
559025 - Bel Air - Sewall Repair - East	215,545.00	215,545.00	593.93	2,708.91	212,836.09	1.26%
559026 - Canal Dredging	380,000.00	380,000.00	29,950.21	38,420.17	341,579.83	10.11%
559027 - Storm Water Rate Study	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00%

Budget Report

For Fiscal: 2022-2023 Period Ending: 02/28/2023

Department	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
572200 - Beach Renourishment	0.00	0.00	200.85	2,463.87	-2,463.87	0.00%
575201 - Pedestrian Amenities	50,000.00	50,000.00	0.00	1,043.82	48,956.18	2.09%
576135 - Street Project Codrington Drive	1,700,000.00	1,700,000.00	0.00	6,736.19	1,693,263.81	0.40%
577100 - Friedt Park	700,000.00	700,000.00	0.00	0.00	700,000.00	0.00%
Fund: 300 - Capital Project Fund Surplus (Deficit):	0.00	0.00	-77,136.08	-394,793.26	-394,793.26	0.00%
Fund: 310 - Parking Fund						
302000 - Licenses & Permits	20,000.00	20,000.00	0.00	60,350.00	40,350.00	301.75%
304000 - Charges for Services	2,336,024.00	2,336,024.00	297,291.39	1,370,500.43	-965,523.57	58.67%
305000 - Fines & Forfeitures	100,000.00	100,000.00	18,682.38	45,950.58	-54,049.42	45.95%
306000 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	326.87	-673.13	32.69%
545000 - Parking Operations	1,118,690.00	1,118,690.00	121,681.30	370,234.45	748,455.55	33.10%
545152 - Land Acquisitions	1,033,334.00	1,033,334.00	0.00	0.00	1,033,334.00	0.00%
581100 - Interfund Transfers	305,000.00	305,000.00	0.00	0.00	305,000.00	0.00%
Fund: 310 - Parking Fund Surplus (Deficit):	0.00	0.00	194,292.47	1,106,893.43	1,106,893.43	0.00%
Report Surplus (Deficit):	0.00	0.00	76,116.65	7,491,449.18	7,491,449.18	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - General Fund	0.00	0.00	-261,788.11	5,003,689.82	5,003,689.82
101 - Special Revenue-Police Conf	0.00	0.00	0.00	219.86	219.86
102 - Building Fund	0.00	0.00	209,301.93	999,710.99	999,710.99
103 - Sewer Fund	0.00	0.00	-34,410.67	112,813.14	112,813.14
115 - Fire Fund	0.00	0.00	45,857.11	662,915.20	662,915.20
300 - Capital Project Fund	0.00	0.00	-77,136.08	-394,793.26	-394,793.26
310 - Parking Fund	0.00	0.00	194,292.47	1,106,893.43	1,106,893.43
Report Surplus (Deficit):	0.00	0.00	76,116.65	7,491,449.18	7,491,449.18

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of February 28, 2023

Bank / Other	GL No.	Bank No.	Account Name	Account Type	Bank/ Pool	Balance 2/28/2023	Interest/ Avg % Yield	Interest/Chg Mkt Value	Interest/ Year to Date
001 General Fund:									
SunTrust	101.000	8015	Master Account	Advantage NOW	SunTrust	11,188,916.19	0.02%	8,382.43	8,820.39
SunTrust	101.009	6876	Emergency Reserve	Advantage NOW	SunTrust	2,500,000.00	0.02%	Included Above	Included Above
GENERAL FUND						13,688,916.19		8,382.43	8,820.39
SBA	101.300	1471-A	General Fund Invest Acct A	SBA Invest Pool	SBA	178,514.01	4.77%	650.51	2,919.49
SBA	101.400	1472-A	Emergency Reserves Acct A	SBA Invest Pool	SBA	86,608.37	4.77%	315.62	1,464.94
GENERAL FUND						265,122.38		966.13	4,384.43
GENERAL FUND						13,954,038.57		9,348.56	13,204.82
101 Police Forfeiture & Training									
SunTrust	101.100	9613	Police Forfeiture Fund	Advantage NOW	SunTrust	15,659.60	0.02%	Included Above	Included Above
POLICE FUND						15,659.60		0.00	0.00
103 Sewer Enterprise Fund									
SunTrust	101.105	9999	Cash	Advantage NOW	SunTrust	1,824,698.60	0.02%	1,242.54	1,319.66
SEWER FUND						1,824,698.60		1,242.54	1,319.66
115 Fire Fund:									
SunTrust	101.109	5379	Fire Fund Account	Advantage NOW		2,241,078.45	0.02%	1,557.38	1,618.75
FIRE FUND						2,241,078.45		1,557.38	1,618.75
300 Capital Improvement Fund:									
SunTrust	101.115	0010	Cash	Advantage NOW	SunTrust	5,394,647.67	0.02%	3,963.64	4,291.70
CAPITAL IMPROVEMENT FUND						5,394,647.67		3,963.64	4,291.70
310 Parking Improvement Fund									
SunTrust	101.125	0120	Parking Improvement Account	Advantage NOW	SunTrust	7,210,509.46	0.02%	4,941.37	5,268.24
SunTrust	101.128	8554	PILOP Account	Advantage NOW	SunTrust	148,871.00	0.02%	94.20	98.83
PARKING FUND						7,359,380.46		5,035.57	5,367.07
102 Building Fund									
SunTrust	101.104	8686	Building Account	Advantage NOW	SunTrust	1,480,593.93	0.02%	1,074.51	1,129.11
BUILDING FUND						1,480,593.93		1,074.51	1,129.11
ALL FUNDS						32,270,097.28		22,222.20	26,931.11

Town of Lauderdale-by-the-Sea
Cash and Investment Report
as of February 28, 2023

Summary by Investment Type		Amount	Percent
Interest Bearing Checking		32,004,974.90	99%
Non-interest Bearing Checking		0.00	0%
SBA Trust Fund/Pools		265,122.38	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		32,270,097.28	100%

Summary by Fund		Amount	Percent
101.000/101-400	General Fund	13,954,038.57	43%
	Police Fund	15,659.60	0%
	Sewer Fund	1,824,698.60	6%
	Fire Fund	2,241,078.45	7%
	Building Fund	1,480,593.93	5%
	Capital Improvement Fund	5,394,647.67	17%
	Parking Fund	7,359,380.46	23%
GRAND TOTAL		32,270,097.28	100%

Summary by Bank/Pool		Amount	Percent
	SunTrust	32,004,974.90	99%
	Florida Prime/State Board of Admin.	265,122.38	1%
GRAND TOTAL		32,270,097.28	100%



Agenda Item No: 10.a

Town Commission Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Minutes

Agenda Section: Approval of Minutes

Subject Title: Approval of Minutes

Explanation: Approval of Town Commission Meeting Minutes for April 11, 2023

Recommendation: Accept / Approve

Attachments: Ex.1 4-11-23 Regular Town Commission Meeting Minutes



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

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:35 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos (via phone), Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that Item 12.a be heard at this time.

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

12. OLD BUSINESS

a. Community Shuttle Program with Broward County – Public Hearing

Assistant to the Town Manager Courtney Easley recalled that at the February 28, 2023 Commission meeting, Staff presented information regarding the Town’s community shuttle program with Broward County. Staff outlined a number of issues the Town is currently experiencing with the Pelican Hopper and recommended that the Town begin the process of ending its partnership with Broward County for this program.

At the March 28, 2023 meeting, the Commission directed Staff to determine the steps necessary to end the community shuttle program. The Town has presented formal

notice to Broward County and published a public notice in the *Sun-Sentinel* of this public meeting and also provided to Broward County all meeting discussions regarding the Broward County program, as required for the dissolution of the program.

Staff has not yet established the end date for the community shuttle program, as there are additional steps that must be completed, including the finalization of mechanical inspection reports, reconciliation of payments from the County to the Town, and community outreach to inform the public of when the program will end.

Broward County will draft a termination agreement for the community shuttle program, which must be signed by the Town Manager. Once it has been drafted, the Town will schedule a timeline for public outreach and the end of the Pelican Hopper service. Circuit will begin providing service to the Town beginning on May 1, 2023, which means there may be some overlap between the two services. Town Staff will partner with the Community Center to provide training to residents who are not familiar with the Circuit mobile app.

The Town has received phone calls from residents who currently use the Pelican Hopper to access Holy Cross Hospital. Broward County's Transportation Options (TOPS) program provides door-to-door service for individuals in need of this transportation. Another alternative could be to hire private providers for transportation to the hospital. The estimated cost of an Uber trip from Town Hall to the hospital would be between \$7 and \$12, depending upon the time of day. The cost per user for the Pelican Hopper is greater than this estimate.

Commissioner Strauss requested additional information regarding Circuit's costs. Assistant to the Town Manager Easley confirmed that Circuit will be free for all users. In the future, depending upon demand, this may change. In some municipalities where demand is very high, the service may cost \$1 to \$2. Gratuities are accepted but are not necessary.

Vice Mayor Malkoon recognized Staff's outreach efforts, noting that the Town Manager had visited the Garden Club and plans to reach out to the Community Center, the Farmers Market, and condominium boards as well.

Town Manager Linda Connors advised that instructions for Circuit were included in the most recent issue of *Town Topics*. She added that while early downloads of the Circuit app may have requested credit card information, this was before the Town was active in the program's system and is being corrected.

Vice Mayor Malkoon asked if there is an estimate of how many residents rely on the Pelican Hopper to access Holy Cross Hospital. Assistant to the Town Manager Easley replied that while this information has not been collected, the Town currently averages 4.9 users per hour, although the destinations of these passengers are not itemized. Circuit is expected to capture data on this issue. Notice of the change will be posted in the Pelican Hopper and at bus stops two weeks before the end of service.

Mayor Vincent asked if there are any legal concerns related to the brief overlap between the two services. Town Attorney Susan Trevarthen stated that she was not aware of any such issues.

Mayor Vincent also requested clarification of how Circuit can be used by individuals who do not have smartphones. Town Manager Connors replied that Circuit can be contacted by phone and also provides “wave-and-ride” service.

At this time Mayor Vincent opened the public hearing.

Manuel Mendez, resident, advised that he is a regular user of the Pelican Hopper, and considers its service vital to the Town for both residents and visitors. He pointed out that the cost of a trip to Holy Cross Hospital is approximately \$18, which can be a hardship for individuals who have to visit the hospital on a regular basis, as well as for those who do not drive. He suggested that Holy Cross Hospital be grandfathered into the Circuit system as a cost-free trip for Lauderdale-By-The-Sea residents.

Mr. Mendez concluded that he was in favor of greater outreach, including individuals who do not use smartphones. He recommended that the Commissioners use Circuit service once it becomes available within the community.

There being no other individuals wishing to speak at this time, Mayor Vincent closed the public hearing.

Commissioner Strauss proposed that the upcoming outreach at the Farmers Market include having a Circuit vehicle on hand for the public to see. Assistant to the Town Manager Easley added that a Circuit vehicle will be present at the May 9, 2023 Commission meeting.

Mayor Vincent recalled that the Town reviewed the Pelican Hopper service once ridership fell below a required threshold. Assistant to the Town Manager Easley

confirmed this, adding that there was also an increase in the County's pricing related to Americans with Disabilities Act (ADA) -compliant upgrades.

Commissioner Oldaker asked if there are any restrictions regarding the roadways on which Circuit vehicles may operate. Deputy Town Manager/Public Works Director Ken Rubach clarified that all of the Town's roadways are below the speed restriction for Circuit vehicles, although major roadways in larger municipalities such as Fort Lauderdale or Pompano Beach would not permit Circuit vehicles.

Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to approve.

It was noted that approval of moving forward with the process of discontinuing the Pelican Hopper service would also authorize the Town Manager to sign the termination agreement.

Commissioners Oldaker and Strauss amended their motion and second to include this authorization. Motion carried 5-0.

5. PRESENTATIONS

a. Presentation of the Comprehensive Annual Finance Report

Director of Budget and Finance Lucila Lang advised that the Town's audit by Grau and Associates for fiscal year (FY) 2022 has been completed. The firm made some recommendations for improvement on which Staff has already taken action, including issuance of checks, updating the purchasing manual, and updating reports in conjunction with the city of Fort Lauderdale.

Commissioner Oldaker noted that the report shows the Town was able to complete major projects in the past year while remaining in a financially strong position. He recommended that next year's audit include other economic indicators in addition to the Town's employment numbers.

David Caplivski, representing Grau and Associates, provided a brief overview of the FY 2022 audit, stating that the Town is required to undergo this audit in compliance with Florida Statutes. The firm issued a clean, or unmodified, opinion, which is the highest level of assurance.

Mr. Caplivski noted that the Economic Conditions section to which Commissioner Oldaker had referred is in the audit's introductory transmittal letter. He advised that he would make a note to determine if additional economic conditions can be cited in the future. The report also includes a statistical section with 10 years' worth of information.

6. PUBLIC COMMENTS

At this time Mayor Vincent opened public comment.

Steve d'Oliveira, resident, invited all present to the upcoming Sea Shorts play festival, which will present nine plays free of charge. He requested that the front Town Hall lot be used to provide free parking to the show's patrons. The shows will be presented over the next two weekends.

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report for April 11, 2023

Town Manager Connors reported that planning has begun for the Town's annual 4th of July event. Vice Mayor Malkoon volunteered to chair this event.

Town Manager Connors continued that the Town also plans to establish a committee which will consider suggestions for Friedt Park. Commissioner Pouloupoulos offered to chair this committee. Deputy Town Manager/Public Works Director Ken Rubach clarified that a previous committee addressed on the tennis and bocce courts at Friedt Park, but did not consider the park as an overall facility.

Town Manager Connors stated that the Town has received a request from the partial owner of the South Ocean parking lot requesting an amendment to the Town's payments. The next payment is scheduled for September 30, 2023. The partial owner has asked the Town to pay \$1.5 million now, with the difference divided between 2024 and 2025. Town Manager Connors noted that the Town has sufficient money on hand to

fulfill this request and adjust the payments so the Town would receive more money from the lot's parking revenue.

Mayor Vincent asked if the Town has calculated its savings if they accept the partial owner's proposal. Town Manager Connors replied that an additional estimated \$40,000 would come to the Town if this is done. She and the Town's Finance Department plan to review more creative options for financing in the coming years, such as placing some funds in interest-bearing accounts. At present, the money in the Town's Parking Fund is not invested.

The Commissioners agreed by consensus to amend the payment plan as described. Town Manager Connors stated that an amendment to the payment contract for the South Ocean lot will be brought forward at the next Commission meeting. This would have no effects on other capital projects.

Town Manager Connors addressed the Town's budget process, proposing that the Commission's second meeting in May 2023 be preceded by a budget workshop at 5:00 p.m. Staff will present the costs associated with the Town's most basic operations, as well as other costs that may be important to the Town but are not fully necessary. She also hoped to hear feedback from the Commissioners and the public regarding projects they may wish to consider in the coming year. Staff will estimate the costs of these proposals and bring them back once more at a special meeting in June.

Town Manager Connors continued that at the second meeting, Staff will work with the Commission to rank these suggestions in order of importance. This will allow the Commission to review and make decisions about these projects once the County has provided the Town's millage rate information. She concluded that this will more actively involve the Commission in the budget process.

Town Manager Connors continued that the Town will wait until 1 p.m. on Friday, April 14 to make a decision on the Friday Night Music event due to the possibility of severe weather. It may be necessary to roll this event forward to a weekend in May. There was consensus among the Commission that a rain delay date would be preferable to a cancellation of the event.

Town Manager Connors reiterated that the start date for Circuit-By-The-Sea service will be May 1, 2023. A ribbon-cutting event is tentatively scheduled for May 9 at 5:15 p.m.

Town Staff is working on the contract between the Town and the Pompano Beach Fire Department, which will be presented to the Commission at their April 25, 2023 meeting.

Town Manager Connors requested direction from the Commission regarding the blocking off of front parking lot spaces at Town Hall for the Sea Shorts event. The Commissioners agreed by consensus to make these spaces available.

9. TOWN ATTORNEY REPORT

Town Manager Connors addressed an email sent by a member of the Town's lobbying team regarding a state bill related to vacation rental properties. This bill was advanced to the Florida House of Representatives for consideration as of today. She did not have any results on hand from this legislative discussion. The proposed bill would limit local governments' ability to manage vacation rentals. The Town's lobbyists have indicated that Broward Representative Chip LaMarca is likely to oppose the bill. Additional information will be available at the next Commission meeting.

10. APPROVAL OF MINUTES

a. Approval of Minutes for 3-28-23

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

11. CONSENT AGENDA

None.

13. NEW BUSINESS

None.

14. COMMISSIONER COMMENTS

Vice Mayor Malkoon and Commissioners Oldaker and Strauss reported that they had enjoyed the Town's Easter Sunrise Service. Vice Mayor Malkoon also thanked the members of the community who volunteered for the children's Easter Egg Hunt, and reported that the Town's 75th Anniversary Committee continues to move forward with plans for that celebration.

Commissioner Strauss noted that high winds are forecast over the next few days, and recommended caution to individuals with high-profile vehicles.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

None.

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:23 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: April 25, 2023

Submitted by: Jhanelle Campbell, Director of Development Services

Submitting Department: Development Services

Item Type: Discussion Item

Agenda Section: Old Business

Subject Title: Marine Structures Discussion

Explanation: At its March 22, 2022 meeting, the Town Commission directed staff to review the Town Code requirements for marine structures and compare them to similar codes in other jurisdictions. As a result of this research, the Commission adopted Ordinance 2022-02 (**Exhibit 1**) which addressed the following issues:

1. Clarified definitions for boat lift, dock, dolphin piles, finger piers and piling
2. Removed duplicative terms
3. Replaced regulations for marine structures in waterways
4. Instituted regulations for waterways wider than and narrower than 100 feet in width
5. Established a new side setback for docks at commercial properties abutting a residential property

Ordinance 2022-02 only addressed docks and did not address any changes to the distances in which other marine structures could protrude into the waterway. Staff was asked to review this aspect of waterway regulations and we found that the Town Code pertaining to marine structures is more restrictive than many neighboring municipalities and the other regulatory agencies that review marine structures for approval. This includes the location of marine structures (boat lifts) and the width of the navigational channel. The table below outlines these regulations for the Town and neighboring municipalities and the other regulatory agencies that review marine structures.

Table 1

Agency	Marine Structure Allowance (boat lifts)	Navigational Channel
Lauderdale By-The-Sea	20% of the width of the waterway	...*the navigational channel shall be the center 40 percent of the width of a waterway with: a. The center of the channel coinciding with the centerline of the waterway; and b. In a navigable dead-end waterway, the navigational channel shall end a distance from the terminus of the dead-end waterway that is equal to the distance between the navigational channel and seawall or shoreline, as measured along the same waterway before its terminus. This shall be interpreted to mean that the distance of the standard mooring area from the terminus shall be equal to the width of the standard mooring area along one side of the waterway and the navigational channel shall end at the standard mooring area or marina mooring area of the terminus. The dimensions of the navigational channel adjacent to a marina mooring area may be modified by the Town pursuant to 30-311.
Broward County DEP	25% of the width of the waterway	No navigational channel definition.
Army Corp of Engineers	25% of the width of the waterway	No navigational channel definition.
Fort Lauderdale	33%of the width of the waterway, or twenty-five (25) feet into the waterway, whichever is less, as measured from the recorded property line along the waterway.	No navigational channel definition
Pompano	No mooring structures or any other similar structures may be erected or installed into the navigational channel or cause a watercraft or vessel to extend into the navigational channel.	45% of the width of a canal, river, basin, or waterway with a width of greater than 40 feet. All other canals, rivers, basins, or waterways 40 feet or less, the navigational channel is 55% of the width of the canal, river basin, or waterway. The center of the navigational channel shall coincide with the centerline of the canal, river, basin, or waterway. Where the navigational channel runs to the terminus of a dead-end canal, river, basin or waterway, the navigational channel shall end a distance from the dead-end canal, river, basin or waterway that is equal to the distance between the navigational

Agency	Marine Structure Allowance (boat lifts)	Navigational Channel
		channel and tidal flood barrier, rip-rap or shoreline as measured along the same canal, river, basin or waterway but before the terminus of a dead-end canal, river, basin or waterway.
Lighthouse Point	For a waterway or canal that is 100 feet or more in width, boat elevators shall be placed at least 25 feet from the centerline of the waterway. For a waterway or canal that is less than 100 feet in width, boat elevators shall be placed at least 20 feet from the centerline of the canal or waterway.	No navigational channel definition.

*Exception for LBTS Marina Mooring areas

To complete the Town's canal dredging, our contractor requested a survey of the canals. The survey noted **several** instances of existing, non-complying structures in our waterways that would benefit from a change in the code the waterway (**Exhibit 2**).

Recommendation: Staff requests direction from the Town Commission. If the Commission directs staff to move forward, a proposed ordinance will be presented to the Town's Planning and Zoning Board for their review and consideration.

Attachments:

- Ex. 1 Ordinance 2022-02
- Ex. 2 Channel Survey

ORDINANCE 2022-02

**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, AMENDING CHAPTER 30 “UNIFIED
LAND DEVELOPMENT REGULATIONS,” ARTICLE I “IN
GENERAL,” SECTION 30-11, “DEFINITIONS” AND
ARTICLE V “ZONING,” SECTION 30-311 “BOATS, BOAT
LIFTS, BOAT HOUSES, MOORING, AND DOCKING” AND
PROVIDING FOR CODIFICATION, SEVERABILITY,
CONFLICTS, AND FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) Commission recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town’s regulations are current and consistent with the Town’s regulatory needs; and

WHEREAS, at its March 22, 2022 meeting, the Town Commission directed staff to review the Town Code requirements for marine structures and compare it to similar codes in other jurisdictions; and

WHEREAS, this review revealed both similarities and differences on how marine structures, including docks, are regulated in the Town and other jurisdictions; and

WHEREAS, Staff has concluded that the Town’s standards for docks in the Intracoastal Waterway are much stricter than would be allowed by other municipalities; and

WHEREAS, accordingly, the Town Commission desires to amend Town Code Section 30-311 to better define the types of marine structures allowed within the Code; and

WHEREAS, the Town Commission desires to amend the Town Code to regulate structures on the Intracoastal Waterway differently than smaller canals within the Town; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the contents of this Ordinance at a duly noticed public hearing on April 27, 2022 and recommended the amendments be approved with one amendment: to increase the side setback for

marine structures on commercial properties abutting residential properties from the existing five feet to twenty-five feet; and

WHEREAS, the Town staff evaluated the Board’s recommendation, and recommends that the Town Commission increase the existing five-foot side setback to ten feet for those commercial properties on the Intracoastal Waterway when they abut residential properties; and

WHEREAS, at first reading, the Town Commission directed revisions to the Ordinance including segregating issues relating to waterways 100 feet and under in width from those over 100 feet in width, consideration of retaining finger pier construction within the Code, and reviewing the regulations for boat lifts to consider measuring from the water’s edge as opposed to the property line; and

WHEREAS, the Town Commission conducted first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Town Commission has determined that this Ordinance is consistent with the Town’s Comprehensive Plan and in the best interest of the Town, its residents, and its visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:

SECTION 1. Recitals. The preceding “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. Amendment. Chapter 30, “Unified Land Development Regulations,” Article I, “In General,” Section 30-11, “Definitions” of the Town Code of Ordinances, is hereby amended as follows¹:

¹ Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions to existing text since 1st reading are shown in double underline. Deletions since 1st reading are shown in ~~double-strikethrough~~.

Chapter 30 – UNIFIED LAND DEVELOPMENT REGULATIONS

ARTICLE I. IN GENERAL

* * *

Sec. 30-11. – Definitions.

* * *

(c) *Abbreviations and definitions.*

* * *

(2) *Terms defined.*

* * *

"Boat lift" shall mean any device fixed to the ground, a seawall, post, piling or a dock, designed to lift watercraft clear of the water.

* * *

"Dock" shall mean any structure and appurtenances thereto extending into or above any body of water including, but not limited to, lakes, canals or waterways, designed and used primarily for the securing of watercraft in the water, fishing, swimming or other water-related activity. "Dock" shall also be used to mean "wharf" or "boat slip". The word "dock" as used herein shall include any structure extending out from the seawall that is generally parallel to a seawall or property line which it abuts.

"Dolphin Pile" shall mean a single pile or cluster of closely driven piles used as a fender for a dock or as a mooring or guide for watercraft, but not used as a channel marker or as a dock piling.

* * *

"Finger pier" shall mean a docking and mooring facility which extends into any body of water in a direction generally perpendicular to a seawall or property line. This term shall include "T" and "L"-shaped docks.

* * *

"Piling" shall mean the vertical support member of a dock.

* * *

SECTION 3. Amendment. Chapter 30, “Unified Land Development Regulations,” Article V, “Zoning,” Section 30-311, “Boats, boat lifts, boathouses, mooring and docking” of the Town Code of Ordinances, is hereby amended as follows²:

Chapter 30 – UNIFIED LAND DEVELOPMENT REGULATIONS

ARTICLE V. ZONING

* * *

DIVISION 2. DISTRICTS

* * *

Subdivision Q. Supplemental Regulations.

Sec. 30-311. – Boats, boat lifts, boathouses, mooring, and docking.

(a) *Intent.*

(1) The intent of this section is to permit construction in and upon the waterways of docks, boatslips, wharves, finger piers, boat lifts, dolphin piles, ~~fender or mooring piles~~ and other related structures which do not interfere with navigation, endanger life or property, or delay the public reasonable viable access to public waterways.

(2) Structures not similar in nature to those listed herein are prohibited.

(3) The requirements contained in this section shall apply and control the development on the waterways Town-wide.

(4) Marinas shall comply with this section.

(b) *Permit required.*

(1) It shall be unlawful for any person to construct or erect docks, ~~wharves~~, piers, or dolphin piles, ~~mooring or fender piles~~ or any type of boat lifting or mooring device or any other structure on or in waterways without first obtaining:

a. Any required Broward County permits and/or approvals, and subsequently, a building permit from the Town; and

² Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions to existing text since 1st reading are shown in double underline. Deletions since 1st reading are shown in ~~double strikethrough~~.

113 b. The necessary approvals and/or permits from the United States Army Corps of
 114 Engineers, or other governmental agencies as applicable to certain navigable
 115 waterways.

116 (c) *Structures in waterways 100 feet or less in width.*

117 ~~(1) In a waterway 50 feet in width or less, boat slips, wharves, finger piers, docks, boat~~
 118 ~~lifts, or dolphin, fender or mooring piles, or any other structures shall not be~~
 119 ~~constructed or erected into any waterway more than five feet beyond the recorded~~
 120 ~~property line.~~

121 ~~(2)~~ (21) In a waterway ~~which~~ that is more than 50 100 feet or less in width, ~~boat slips, wharves,~~
 122 ~~finger piers, docks, boat lifts, or dolphin, fender, or mooring~~ piles may be constructed or
 123 erected in a standard or marina mooring area under the following conditions providing
 124 the navigation channel is not encroached upon:

125 a. ~~Boat slips, docks or wharves~~ Docks or wharves may be constructed or erected to extend into any waterway
 126 a distance of ten percent of the width of the waterway or distance of eight feet,
 127 whichever is less, as measured from the recorded property line.

128 b. *Finger piers.* ~~1. Finger Piers~~ Finger Piers may be constructed or erected to extend into ~~any~~
 129 ~~waterway a standard mooring area or a marina mooring area established under~~
 130 ~~Section 30-311(e)(f).~~ Section 30-311(e)(f). subject to the requirements below:

Finger Pier	Waterway <u>Waterway</u>	Marina Mooring Area (established pursuant to 30-311(f)(e))
Length	Ten percent of the width of the water or a distance of 20 feet, whichever is less, measured from the recorded property line. <u>Ten percent of the width of the waterway or a distance of 20 feet, whichever is less, measured from the recorded property line.</u>	Sixteen percent of the width of the waterway or a distance of 25 feet, whichever is less, as measured from the recorded property line.
Width	No greater than necessary to meet ADA access requirements. <u>No greater than necessary to meet ADA access requirements</u>	No greater than necessary to meet ADA access requirements.

Separation	Not less than 25 feet	Not less than 20 feet
	Not less than 25 feet	

~~2. Any finger pier(s) in existence and constructed pursuant to a valid building permit issued prior to the effective date of this Section shall be deemed legal, nonconforming structures subject to the provisions of Article IV, Division 8, Section 30-137, Nonconforming Uses and Structures, as set forth in this Chapter of the Town Code.~~

c. Boat lifts, lifting devices.

1. Boat davits, elevator lifts, cradle lifts, floating lifts, or any other similar form of boat lifting device Boat lifts may be constructed or erected to extend into any waterway in a fully raised position, a distance equal to 20 percent of the width of the waterway or a distance of 20 feet, whichever is less, as measured from the recorded property line.
2. A vertical guide pole with reflective identification marking shall be permanently mounted to the outer end of the lift and shall extend a minimum of six feet above the surface of the water at all times.

d. Dolphin, ~~mooring or fender~~ piles.

1. Dolphin, ~~mooring or fender~~ piles may be erected to extend into any waterway no further than the navigation channel boundary line, as measured from the recorded property line.
2. Dolphin, ~~mooring, or fender~~ piles shall have a six-inch wide reflective band placed two feet below the top of the piling.
3. The minimum spacing between dolphin, ~~fender or mooring~~ piles shall be ten feet.

~~(2) In a waterway that is more than 100 feet in width, docks, boat lifts, or dolphin piles may be constructed or erected in a standard or marina mooring area under the following conditions providing the navigation channel is not encroached upon:~~

- ~~a. Docks may be constructed or erected to extend into the waterway a maximum distance of fifteen (15) feet, as measured from the recorded property line.~~
- ~~b. Finger piers are specifically prohibited.~~
- ~~c. Boat lifts.~~

~~1. Boat lifts may be constructed or erected to extend into any waterway in a fully raised position, a distance equal to 20 percent of the width of the waterway or a distance of 20 feet, whichever is less, as measured from the recorded property line.~~

~~2. A vertical guide pole with reflective identification marking shall be permanently mounted to the outer end of the lift and shall extend a minimum of six feet above the surface of the water at all times.~~

~~d. Dolphin piles.~~

~~1. Dolphin piles may be erected to extend into any waterway no further than the navigation channel boundary line as measured from the recorded property line.~~

~~2. Dolphin piles shall have a six-inch wide reflective band placed two feet below the top of the piling.~~

~~3. Dolphin piles shall be a minimum of ten feet apart.~~

~~(2)(3)~~ Setbacks.

~~1. No boat docks, wharves, finger piers, boat lifts lifting or mooring devices, dolphin piles or other similar structures may be erected in the waterway, within five feet of an extended side property line.~~

~~2. For only those commercial properties on the Intracoastal Waterway and abutting a residential property, no docks, finger piers, boat lifts, or dolphin piles may be erected in the waterway within 10 feet of an extended side property line that is adjacent to a residential use.~~

~~(3)(4)~~ Boat docks, wharves, or and finger piers shall not be constructed or erected where the elevation of the deck exceeds the elevation of the top of the abutting seawall.

~~(4)(5)~~ Common docking area. In addition to the provisions contained in sub-sections (1) through ~~(3)(4)~~, if two or more lots share a common docking area, the following conditions must be met prior to any permit being issued pursuant to this section:

a. The affected property owners shall enter into an agreement with the Town which shall state the property owners have reviewed and approved the proposed plans as they relate to the placement of any structure in the common docking area as well as the proposed docking of any boat or watercraft.

b. The agreement shall be approved by the Town and thereafter recorded by the property owners along with a copy of the approved plans in the Public Records of Broward County, Florida, and shall be considered to be a restriction running with the land and shall bind the heirs, successors and assigns of the property owners.

(5)(6) Where a court of competent jurisdiction has adjudicated the docking rights of the adjoining property owners, the provisions of subsections (1) through (4)(5) shall not apply, to the extent they are superseded by the Court's ruling, if proof of such adjudication is submitted with the building permit application.

(6)(7) Any structure erected in any waterway shall be kept in good repair by the owner thereof and shall be subject to removal by the Town in the event that they are unsafe or create a hazard to navigation as determined by the Town, the cost thereof to be assessed against the owner. Opportunity for notice and a hearing shall be afforded to the owner prior to such removal by the Town.

(7)(8) Boathouses and boat canals dug or excavated into any of the platted waterfront lots are prohibited.

(d) Structures in waterways over 100 feet in width. (Intracoastal Waterway)

(1) In a waterway that is more than 100 feet in width, docks, boat lifts, or dolphin piles may be constructed or erected in a standard or marina mooring area under the following conditions, providing the navigation channel is not encroached upon:

a. Docks may be constructed or erected to extend into the waterway a maximum distance of fifteen (15) feet, as measured from the recorded property line.

b. Finger piers ~~are specifically prohibited.~~ may be constructed or erected a distance of 10 percent of the width of the waterway or a distance of 20 feet, whichever is less, as measured from the recorded property line, no wider than necessary to meet ADA access requirements, and separated by not less than 25 feet.

c. Boat lifts.

1. Boat lifts may be constructed or erected to extend into any waterway in a fully raised position, a distance equal to 20 percent of the width of the waterway or a distance of 20 feet, whichever is less, as measured from the recorded property line.

2. A vertical guide pole with reflective identification marking shall be permanently mounted to the outer end of the lift and shall extend a minimum of six feet above the surface of the water at all times.

d. Dolphin piles.

1. Dolphin piles may be erected to extend into any waterway no further than the navigation channel boundary line as measured from the recorded property line.

2. Dolphin piles shall have a six-inch wide reflective band placed two feet below the top of the piling.

225 3. Dolphin piles shall be a minimum of ten feet apart.

226 ~~(e)(4)~~ *Docking and mooring of watercraft.*

227 (1) No watercraft shall be docked or moored:

228 a. Except at an approved dock, ~~wharf, boat slip,~~ finger pier, tender or mooring dolphin
 229 pile within a standard mooring area or a marina mooring area designated pursuant to a
 230 conditional use approval;

231 b. Such that it extends beyond the standard mooring area or if applicable, the marina
 232 mooring area; ~~or~~

233 c. Such that it extends within five feet of an extended side property line; or

234 d. Such that it extends into the navigational channel.

235 (2) The DSD shall have the right and authority to regulate the size or number of watercraft
 236 moored at a specific property when necessary to protect public safety.

237 ~~(f)(e)~~ *Designation of a marina mooring area.* A marina, or any applicant for a marina, located in
 238 the B-1 zoning district may request approval of a designated marina mooring area as part of a
 239 conditional use application or conditional use amendment for the marina. Such designation
 240 shall be subject to all the requirements of section 30-271.

241
 242 * * *

243

244 **SECTION 4. Codification.** This Ordinance shall be codified in accordance with the
 245 foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall
 246 become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that
 247 the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be
 248 changed to “section,” “article” or such other appropriate word or phrase in order to accomplish
 249 such intentions.

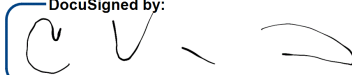
250 **SECTION 5. Severability.** If any section, sentence, clause, or phrase of this Ordinance is
 251 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
 252 shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 6. Conflicting Ordinances. All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this 10th day of May, 2022.

Passed and adopted on the second reading, this 14th day of June, 2022.

DocuSigned by:

B0A8AE8CC88D4A1...
MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	Yea	Yea
Vice-Mayor Malkoon	Yea	Absent
Commissioner Pouloupoulos	Yea	Yea
Commissioner Strauss	Yea	Yea
Commissioner Oldaker	Yea	Yea

ATTEST:

DocuSigned by:

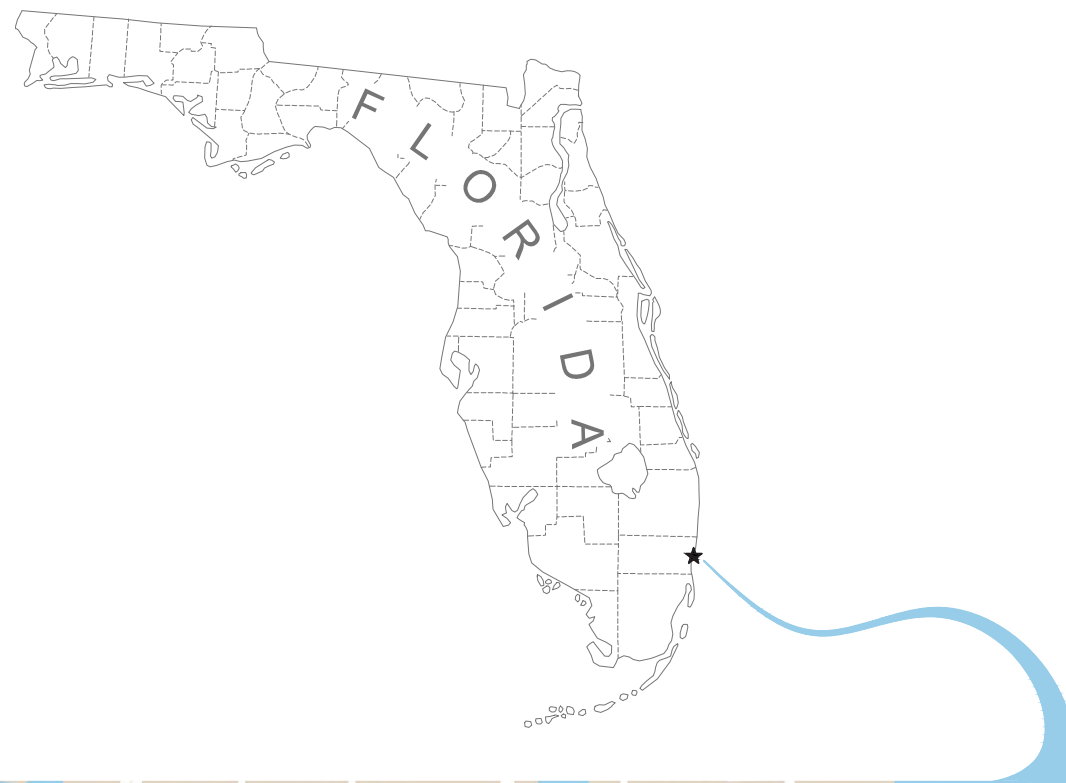
DCE4FD743A4A498...
Town Clerk Katrina Adler

APPROVED AS TO FORM:

DocuSigned by:

7661C1375CC6435...
Susan L. Trevarthen, Town Attorney

PROJECT LOCATION

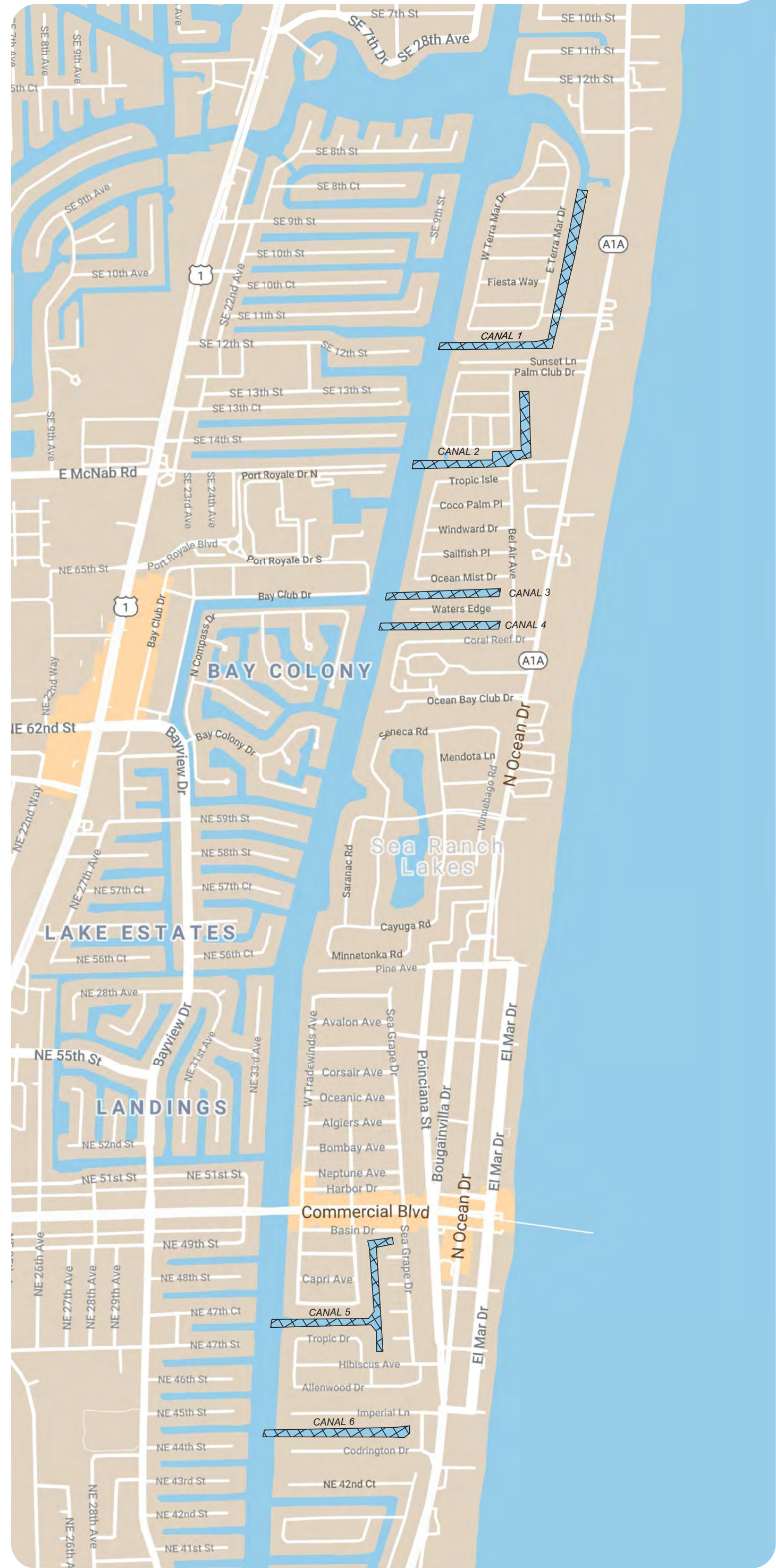


TOWN OF
LAUDERDALE-BY-THE-SEA
SPECIFIC PURPOSE SURVEY

PREPARED FOR



2025 E ATLANTIC BOULEVARD
POMPANO BEACH, FL 33062



LEGEND:

- APX APPROXIMATE
- LB LICENSED BUSINESS
- (P) PLAT
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- MLW MEAN LOW WATER
- NAVD 88 NORTH AMERICAN VERTICAL DATUM OF 1988
- STA STATION
- TYP TYPICAL

SURVEY NOTES:

- THIS IS A SPECIFIC PURPOSE SURVEY AS DEFINED IN THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.
- THIS SURVEY IS CERTIFIED TO AHTNA MARINE & CONSTRUCTION CO.
- THIS SURVEY IS INTENDED EXCLUSIVELY FOR THE USE BY THOSE TO WHOM IT IS CERTIFIED. IT IS NOT TO BE USED BY OTHERS FOR CONSTRUCTION, PERMITTING, DESIGN OR ANY OTHER USE WITHOUT THE WRITTEN CONSENT OF TERRAQUATIC, INC.
- THIS SURVEY, AND ANY REPRODUCTION THEREOF, IS NOT VALID WITHOUT AN ORIGINAL OR VERIFIED DIGITAL SIGNATURE AND SEAL OF A FLORIDA REGISTERED SURVEYOR. ADDITIONALLY, THIS SURVEY IS NOT VALID IF PRINTED BEARING A DIGITAL SIGNATURE AND SEAL.
- THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50' OR SMALLER.
- UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
- GEOGRAPHIC AND PLANE COORDINATES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICA DATUM OF 1983, FLORIDA STATE PLANE, ZONE 901, TRANSVERSE MERCATOR PROJECTION IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT.
- LOCATIONS OF ALL IMPROVEMENTS WERE OBTAINED USING REAL TIME KINEMATIC GPS METHODOLOGIES WITH BROADCAST CORRECTIONS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION REFERENCE NETWORK AND ARE ACCURATE TO THIRD ORDER, CLASS II.
- THE SPECIFIC PURPOSE OF THIS SURVEY IS TO SHOW THE WATERWARD LOCATION OF FIXED AND FLOATING MARINE IMPROVEMENTS AND VESSELS WITHIN THE SPECIFIED WATERWAY WITHIN THE TOWN OF LAUDERDALE-BY-THE-SEA.
- TOPOGRAPHIC DATA WAS COLLECTED UTILIZING A VESSEL MOUNTED VELOCITY VLP-16 LIDAR SENSOR MOTION STABILIZED WITH AN SBG ERIKX-D INERTIAL NAVIGATION SYSTEM IN CONJUNCTION WITH REAL TIME KINEMATIC GPS METHODOLOGIES WITH BROADCAST CORRECTIONS FROM THE TRIMBLE VIRTUAL REFERENCE NETWORK AND ARE ACCURATE TO THIRD ORDER, CLASS II.
- MARINE FEATURES SHOWN HEREON REPRESENT THE WATERWARD FACE AS THEY EXISTED ON THE DATES INDICATED.
- THE LOCATION OF FLOATING FEATURES, SUCH AS VESSELS AND FLOATING DOCKS, ARE CONSIDERED APPROXIMATE AS THE HORIZONTAL LOCATION IS SUBJECT TO CHANGE BASED ON TIDAL STAGE, CURRENTS, WIND AND PEOPLE.
- THIS SURVEY IN NOT INTENDED TO SERVE AS AN INVENTORY OF ALL VESSELS THAT MAY DOCK OR MOORE WITHIN THESE CANALS AS SOME VESSELS MAY HAVE BEEN OUT AT THE TIME OF THE SURVEY.
- LIMITS OF 50% CUT SHOWN HEREON ARE APPROXIMATE AND BASED ON A BOX CUT OF 50% OF THE PLATTED CANAL WIDTH ALONG THE CENTERLINE. THE CANAL CENTERLINES WERE DETERMINED USING THE BROWARD COUNTY PROPERTY APPRAISERS PARCEL DATA.
- CANALS 1-5 WERE SURVEYED ON MARCH 2nd, 2023. Canal 6 WAS SURVEYED ON MARCH 14th, 2023.

NOTICE: UNDERGROUND AND
SUBAQUEOUS IMPROVEMENTS
WERE NOT LOCATED AS PART
OF THIS SURVEY



PREPARED FOR:

Ahtna
Marine & Construction Co.

2025 E ATLANTIC BOULEVARD
POMPANO BEACH, FL 33062

TERRAQUATIC
SURVEYING AND MAPPING

TERRAQUATIC, INC. - PHONE: (561) 400-8348
1220 TANGELO TERR, UNIT A12 - DELRAY BEACH, FLORIDA 33444

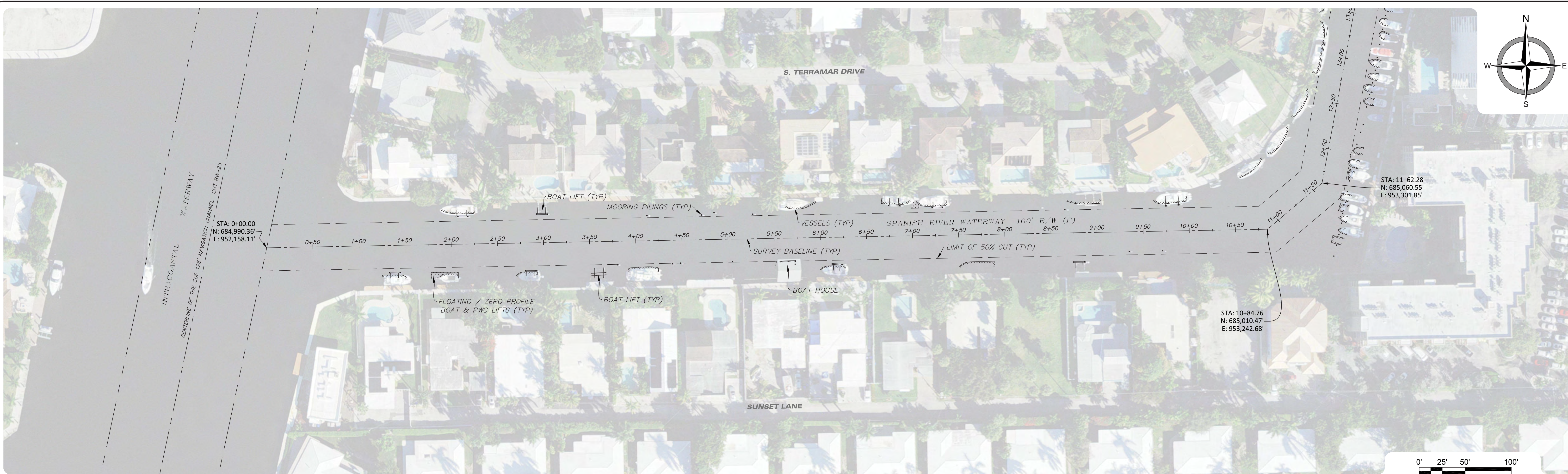
CERTIFICATION:

KENNETH C. JACKSON, PSM
FLORIDA REGISTRATION LS4549 - CERTIFICATE OF AUTHORIZATION NO. 7324

TOWN OF LAUDERDALE-BY-THE-SEA
SPECIFIC PURPOSE SURVEY
COVER SHEET
BROWARD COUNTY, FLORIDA

DRAWN BY: BL		CHECKED BY: KCJ
JOB No.: 23-1572		DATE: 3/21/23
REV	DESCRIPTION	DATE

SHEET
1
of 6



PREPARED FOR:

Ahtna
Marine & Construction Co.

2025 E ATLANTIC BOULEVARD
POMPAÑO BEACH, FL 33062

TERRAQUATIC
SURVEYING AND MAPPING

TERRAQUATIC, INC. - PHONE: (561) 400-8348
1220 TANGELO TERR, UNIT A12 - DELRAY BEACH, FLORIDA 33444

TOWN OF LAUDERDALE-BY-THE-SEA
SPECIFIC PURPOSE SURVEY - CANAL 1
CONTOUR MAP
BROWARD COUNTY, FLORIDA

DRAWN BY: BL		CHECKED BY: KCJ
JOB No.: 23-1572		DATE: 3/21/23
REV	DESCRIPTION	DATE

SHEET
2
of 6



PREPARED FOR:
Ahtna
Marine & Construction Co.
2025 E ATLANTIC BOULEVARD
POMPAÑO BEACH, FL 33062

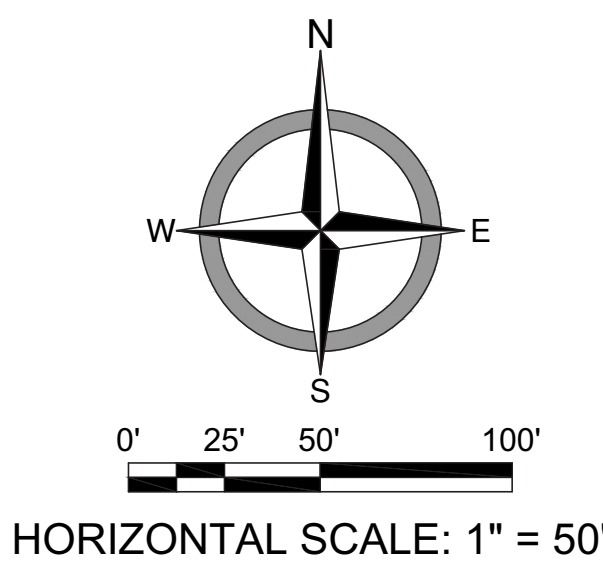
TERRAQUATIC
SURVEYING AND MAPPING
TERRAQUATIC, INC. - PHONE: (561) 400-8348
1220 TANGELO TERR, UNIT A12 - DELRAY BEACH, FLORIDA 33444

TOWN OF LAUDERDALE-BY-THE-SEA
SPECIFIC PURPOSE SURVEY - CANAL 2
CONTOUR MAP
BROWARD COUNTY, FLORIDA

DRAWN BY: BL		CHECKED BY: KCJ
JOB No.: 23-1572		DATE: 3/21/23
REV	DESCRIPTION	DATE

SHEET
3
of 6

1/17/23 INTERIMSURVEY



PREPARED FOR:

Ahtna
Marine & Construction Co.

2025 E ATLANTIC BOULEVARD
POMPAHO BEACH, FL 33062

TERRAQUATIC
SURVEYING AND MAPPING

TERRAQUATIC, INC. - PHONE: (561) 400-8348
1220 TANGELO TERR, UNIT A12 - DELRAY BEACH, FLORIDA 33444

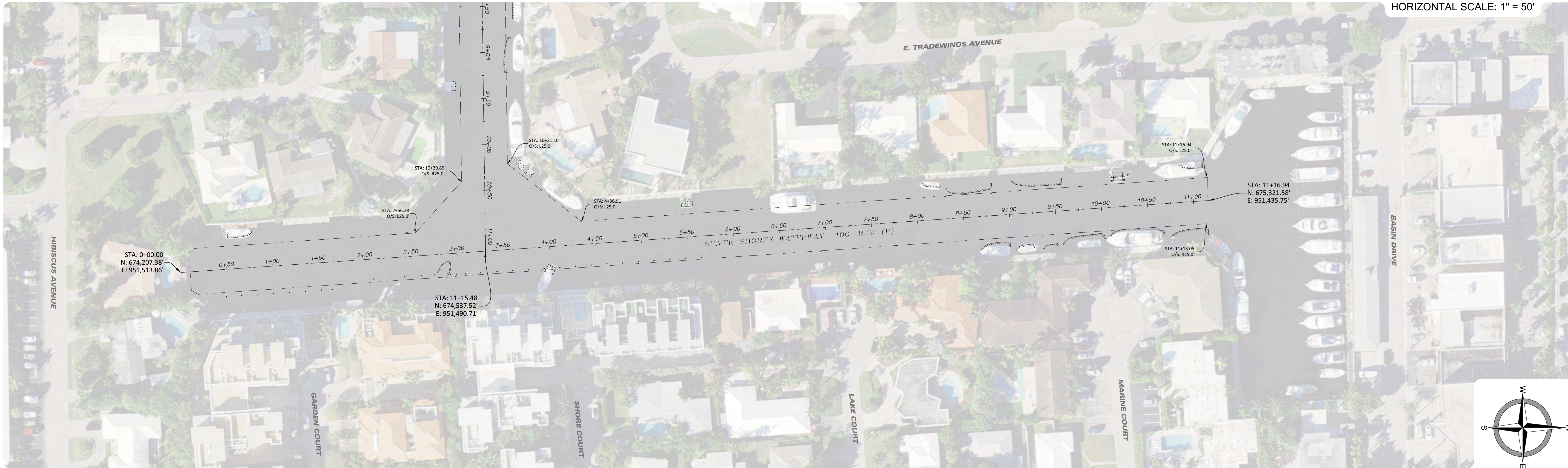
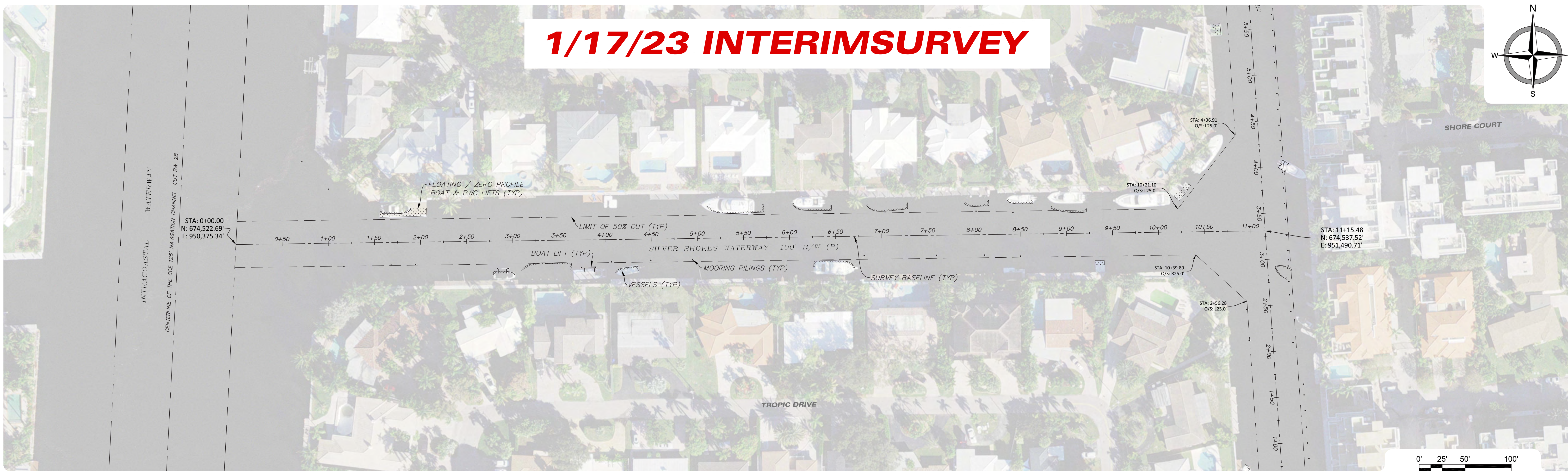
TOWN OF LAUDERDALE-BY-THE-SEA
SPECIFIC PURPOSE SURVEY - CANALS 3 & 4
CONTOUR MAP
BROWARD COUNTY, FLORIDA

DRAWN BY: BL		CHECKED BY: KCJ
JOB No.: 23-1572		DATE: 3/21/23
REV	DESCRIPTION	DATE

SHEET

4

of 6



PREPARED FOR:
Ahtna
Marine & Construction Co.
2025 E ATLANTIC BOULEVARD
POMPAÑO BEACH, FL 33062

TERRAQUATIC
SURVEYING AND MAPPING
TERRAQUATIC, INC. - PHONE: (561) 400-8348
1220 TANGELO TERR, UNIT A12 - DELRAY BEACH, FLORIDA 33444

TOWN OF LAUDERDALE-BY-THE-SEA
SPECIFIC PURPOSE SURVEY - CANAL 5
CONTOUR MAP
BROWARD COUNTY, FLORIDA

DRAWN BY: BL		CHECKED BY: KCJ
JOB No.: 23-1572		DATE: 3/21/23
REV	DESCRIPTION	DATE

SHEET
5
of 6



PREPARED FOR:
Ahtna
Marine & Construction Co.
2025 E ATLANTIC BOULEVARD
POMPAÑO BEACH, FL 33062

TERRAQUATIC
SURVEYING AND MAPPING
TERRAQUATIC, INC. - PHONE: (561) 400-8348
1220 TANGELO TERR, UNIT A12 - DELRAY BEACH, FLORIDA 33444

TOWN OF LAUDERDALE-BY-THE-SEA
SPECIFIC PURPOSE SURVEY - CANAL 6
CONTOUR MAP
BROWARD COUNTY, FLORIDA

DRAWN BY: BL		CHECKED BY: KCJ	
JOB No.: 23-1572		DATE: 3/21/23	
REV	DESCRIPTION	DATE	

SHEET
6
of 6



Town Commission Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: Resolutions

Subject Title: Resolution 2023-19: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT FOR A SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

Explanation: In 2013, the Town and several other municipalities brought a lawsuit against Broward County regarding the equitable distribution of assets that remained at the termination of the Resource Recovery Board ("RRB"), styled *City of Sunrise et. Al. vs. Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the "RRB Lawsuit").

In 2015, the County, the Town and the other plaintiff municipalities reached a settlement of the Lawsuit under which the Town and other municipalities were paid over \$32 million and the County and municipalities agreed to use their best efforts (and to take all reasonable steps) to sell the parcel of land known as Alpha 250 ("Alpha 250"), with the proceeds to be distributed among the municipalities, as further described in the Settlement Agreement (the "Settlement").

Listed below are some key points from the agreement (Ex. 2):

- **Mission:** "To develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County."
- **Participation and Approval:** To become effective, the ILA must be approved and executed by the County and municipalities representing at least 75% of the total population of Broward County. The Effective Date is the date when this is first accomplished. Municipalities that do not initially join the Authority may do so at a later date, subject to any additional terms and conditions established by the Authority, including payment of all amounts as may be required at that time.
- **Term:** 40 years, with up to two possible 10-year extensions approved by the County Commission and the elected bodies of municipalities representing some minimum

percentage of the Broward solid waste tonnage as determined by Governing Board (which will be no less than 50%).

- **Governance: Governing Board:** One elected official from the County and one from each participating municipality.
- **Executive Committee:** Eleven members - 5 from the largest 1/3rd of the municipalities, 3 from the medium 1/3rd of the municipalities, 2 from smallest 1/3rd of the municipalities, and 1 from the County. Two-year terms. One alternate for each municipal group.
- **Funding: Start-Up Funding:** Until the Authority can fund its budget through special assessments or other methods, each party must financially contribute towards the costs of operations. Such expenses are capped at \$2,000,000 per year, calculated on a fiscal year basis. The portion of the start-up funding that will be used for the cost of professional/technical consultants to develop the Master Plan will be paid 50% by the County and 50% by the municipal parties on a pro rata basis based upon population. The remaining start-up expenses will be paid by all parties on a pro rata basis based upon population (with the County's population based upon the unincorporated areas only).

The estimated municipal contribution by Lauderdale-By-The-Sea prior to the special assessment is \$6,302.37 (Ex. 3) with 100% participation from all municipalities in Broward County. The contribution increases to \$8,403.17 if only 75% of Broward municipalities participate.

Recommendation: Approval of Resolution 2023-19, approving an interlocal agreement with Broward County and other municipalities for solid waste disposal and recyclable materials.

Exhibits: Ex. 1 Resolution 2023-19
Ex. 2 Solid Waste Interlocal Agreement – Key Points
Ex. 3 Estimated Municipal Contributions Prior to Special Assessment

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT FOR A SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, Broward County (“County”) and the municipalities in Broward County (“Municipalities”) desire to enter into an interlocal agreement to create an independent legal entity to provide solid waste disposal and recyclable materials processing services (“Authority”) and to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling and reuse of waste generated in Broward County (“Services”); and

WHEREAS, the County and Municipalities have extensively negotiated the terms of the Interlocal Agreement For Solid Waste Disposal And Recyclable Materials Processing Authority Of Broward County, Florida attached as Exhibit “A” (“Agreement”) and incorporated herein by reference; and

WHEREAS, the Agreement will become effective upon the approval and execution by the County and municipalities representing at least 75% of the total population of Broward County, and will continue for 40 years after the effective date with the possibility of up to two 10-year extensions; and

WHEREAS, pursuant to the Agreement, until the Authority is able to fund its budget, each participating municipality must financially contribute towards the Authority's costs to operate and provide Services as provided for in the Agreement, which shall not exceed an aggregate yearly

1 maximum amount of two million dollars (\$2,000,000) and shall be funded on a pro rata basis based
2 on the population of each respective party to the Agreement; and

3 **WHEREAS**, the Town of Lauderdale-By-The-Sea's ("Town") pro rata estimated annual
4 financial contribution pursuant to the Agreement is \$6,302.37 with one hundred percent
5 participation from all municipalities in Broward County or \$8,403.17 with seventy-five percent
6 participation from the municipalities in Broward County; and

7 **WHEREAS**, the Agreement will not divest the Town of its ultimate authority or obligation
8 to supervise the provision of solid waste-related services generated within its jurisdiction and will
9 not constitute a transfer of powers or functions; and

10 **WHEREAS**, each participating party to the Agreement must appoint an elected official to
11 serve as a member and an alternate member of the Authority's Governing Board; and

12 **WHEREAS**, Town Staff recommends approval and execution of the Agreement; and

13 **WHEREAS**, the Town Commission finds it in the best interest of the Town to approve the
14 Agreement.

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

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

19 **Section 2. Agreement Approval and Authorization to Execute.** The Interlocal
20 Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward
21 County, Florida is approved, in substantially the form attached as Exhibit "A," together with such
22 non-substantial changes as may be acceptable to the Town Manager and approved as to form and
23 legality by the Town Attorney.

Section 3. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

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

PASSED AND ADOPTED this 25th day of April 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

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

This Agreement (“Agreement”) is among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Agreement pursuant to its terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

ARTICLE 1. RECITALS AND FINDINGS OF FACT

1.1. Mission Statement. To protect the long-term public health, safety, and welfare of the residents of the Municipal Parties and County, the Parties commit to working together collaboratively through the creation of an independent legal entity known as the “Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida” (the “Authority”), the purpose of which is to develop and implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to disposal, reduction, recycling, and reuse of waste generated in Broward County.

1.2. Goals of the Authority. The Authority will (a) encourage recycling, reduction, and reuse, in order to divert Authority Solid Waste (defined below) from landfills, seeking to ultimately reach zero waste, (b) support regional solutions with other counties with priority being given to the needs and goals of the Parties, (c) conduct comprehensive public education campaigns, and (d) engage in and/or support research and development into disposal, reduction, recycling, reuse, and utilization of the latest technology to create a sustainable and resilient Authority Solid Waste disposal and Recyclable Materials (defined below) processing system. In connection with these goals, the Authority should consider and evaluate all existing permitted facilities and properties within Broward County with the appropriate entitlements and land uses, seeking to ultimately reach zero waste in order to meet its goals and objectives. The Authority may offer the Parties collection and hauling services for Authority Solid Waste and Recyclable Materials; however, ultimate responsibility for providing such services shall remain with each local government in Broward County.

1.3. Reservation of Powers. The Parties, individually and collectively, find that no municipal or County powers or functions are being transferred by this Agreement or by the creation of the Authority as a separate legal entity as described in Section 163.01, Florida Statutes. Each Party retains ultimate responsibility within its jurisdiction for supervising waste and recycling as provided by applicable law. Consequently, the Parties find that the Authority serves a limited government function: to operate the System (defined below). The Parties further find that the Authority is not a mere instrumentality of County or of the Municipal Parties. Except for such matters expressly stated in this Agreement, neither County nor the Municipal Parties shall maintain operational control hindering the Authority’s status as an independent and separate legal entity.

1.4. Other Critical Operations Not Addressed by this Agreement. The continuation of this Agreement is contingent on (a) a Master Plan (defined below) being ratified by the Authority, and (b) approval of an amendment to this Agreement by the Parties, both as detailed below. The purpose of the Master Plan and the contemplated amendment to this Agreement is to: (a) provide further specificity regarding the Authority's operations that the Parties have elected to address after the Effective Date (defined below), and (b) resolve other critical issues related to the Authority's creation and reflect such consensus as may exist or be formed concerning operations and related responsibilities, liabilities, or other commitments once the Parties determine the precise operations that will be undertaken, and facilities that will be owned, by the Authority.

ARTICLE 2. DEFINITIONS

2.1. **Authority Solid Waste** means garbage, rubbish, trash, refuse, or other discarded material resulting from the operation of residential, commercial, governmental, or institutional establishments in Broward County that would normally be collected, processed, and disposed of through a public or private solid waste management service. Unless excluded by the Master Plan, this term includes tropical storm debris, hurricane debris, all other storm debris, yard waste, bulk trash, white goods (including, without limitation, large household appliances, refrigerators, stoves, washing machines, drying machines, microwave ovens, and water heaters), manure, and construction and demolition debris. The term does not include the following: solid waste from industrial, agricultural, or mining operations (other than construction and demolition debris); sludges; solids or dissolved materials in domestic sewage, or other significant pollutants in water resources, including, without limitation, silt, dissolved or suspended solids in industrial wastewater effluents, or dissolved materials in irrigation return flows; any nuclear source or byproduct materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954, as amended; Recovered Materials (defined below); Hazardous Materials (defined below); or any waste deemed unacceptable in the Master Plan.

2.2. **Broward Tonnage** means the total amount of System Waste (defined below) generated in each Municipal Party's jurisdiction and in the unincorporated areas of Broward County. When accurate data for System Waste is not available, the Governing Board (defined below) may by majority vote elect to approximate the total amount of System Waste by using population figures based on the most recent Bureau of Economic and Business Research – University of Florida report or any other reasonable source of population data it deems appropriate.

2.3. **Executive Committee** means the body described in Section 6.3, composed of members of the Governing Board and granted the powers described in Section 8.3.

2.4. **Governing Board** means the primary governing body of the Authority as described in Section 6.2 and granted the powers described in Sections 8.1 and 8.2.

2.5. **Hauler** means a person or entity engaged in the collection, transportation, or delivery of System Waste pursuant to an agreement with, or authorization granted by, any Party or the Authority.

2.6. **Hazardous Materials** means any waste, debris, substance, constituent, object, or material that: (a) is determined to be hazardous, toxic, corrosive, reactive, ignitable, explosive, radioactive, infectious, carcinogenic, teratogenic, or mutagenic (collectively, “Hazardous”), pursuant to the Broward County Charter, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapter 403, Chapter 62-730 of the Florida Administrative Code, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 374, 40 C.F.R. Parts 700 through 799, 49 C.F.R. § 172.101, or any rule or regulation promulgated pursuant to the foregoing authorities; (b) is classified as “universal waste” pursuant to 40 C.F.R. Part 273; (c) is otherwise prohibited or determined to be Hazardous by applicable state or federal law; (d) is determined to be Hazardous at any time by the United States Environmental Protection Agency; (e) may cause damage to an Authority Solid Waste, Recyclable Materials, or Recovered Materials facility accepting the Hazardous Materials; or (f) otherwise poses a threat to public health or safety.

2.7. **Master Plan** means the master plan of operations document required to be adopted by the Authority for strategic and operational planning purposes, as well as describing the Authority’s operations in detail and providing the comprehensive planning framework and strategic direction to manage System Waste, across Broward County, consistent with the Parties’ responsibilities under applicable law.

2.8. **Recovered Materials** means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials, as described in this Agreement, are not included within the definition of Authority Solid Waste.

2.9. **Recyclable Materials** means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Authority Solid Waste.

2.10. **System** means the collective arrangement of infrastructure and facilities overseen, owned, operated, acquired, or contracted for by the Authority and provided for in the Master Plan to manage System Waste.

2.11. **System Waste** means Authority Solid Waste, Recovered Materials, and Recyclable Materials, collectively, generated in any of the Parties’ jurisdictions and/or from outside of Broward County and identified as acceptable waste to be accepted by the Authority in the Master Plan. This term does not include Hazardous Materials or any waste deemed unacceptable in the Master Plan.

ARTICLE 3. FORMATION

3.1. By this Agreement, the Parties are coordinating a joint management program for System Waste through the Authority, created as an independent and separate legal entity pursuant to, and consistent with, Sections 163.01, 189.4041, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

3.2. The Authority will have the power and duty to establish, operate, and maintain the System. This Agreement does not divest any Party of its ultimate authority or obligation to supervise the provision of services related to System Waste generated in its jurisdiction; none of the powers granted the Authority constitutes a transfer of powers or functions as addressed under Article VIII, Section 4, of the Florida Constitution.

3.3. Deadline to Adopt Initial Master Plan and Facilities Amendment. The Authority, through its Governing Board, must: (a) adopt a Master Plan pursuant to the requirements of Article 7, and (b) approve a proposed amendment to this Agreement (the “Facilities Amendment”) that must subsequently be adopted by the Parties and that meets the procedural and substantive requirements of this section (the requirements under both subparts (a) and (b) are collectively “Formation Conditions”). If the Formation Conditions are not met within eighteen (18) months, plus any extension(s) of time approved pursuant to Section 3.3.1, after the Effective Date, this Agreement automatically terminates, and upon such automatic termination the Parties will only owe such duties to one another as expressly survive termination of this Agreement.

3.3.1. Extension. The Executive Committee may, by majority vote, extend the deadline to meet the Formation Conditions for up to an additional aggregate total of six (6) months. If the Executive Committee does not extend or has no further extension of the deadline available to it, the Governing Board may, by majority vote, extend the deadline by up to an additional twelve (12) months (i.e., beyond the six (6) month extension exercisable by the Executive Committee). In no circumstance will the deadline to meet the Formation Conditions, as extended, be more than thirty-six (36) months after the Effective Date.

3.3.2. Withdrawal. If and after the Governing Board approves the Facilities Amendment, the Authority shall provide written notice to each Municipal Party and to County. After receiving the Authority’s notice, each Municipal Party’s elected body shall have one hundred twenty (120) days to adopt a resolution approving the Facilities Amendment. A Municipal Party’s failure to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment within the one hundred twenty (120) day period will be deemed that Party’s withdrawal from this Agreement. Except for provisions that survive expiration or termination of this Agreement, a Party that withdraws from this Agreement pursuant to this section will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2.

3.3.3. Facilities Amendment; Required Contents. The Facilities Amendment must provide for the following:

3.3.3.1. A procedure and terms by which County may utilize facilities operated as part of the System (if any) that the Authority may own relating to the disposal of Authority Solid Waste if: (a) the Authority is no longer using the facility or has substantially reduced usage of the facility, resulting in a reduction of disposal capacity in Broward County, (b) such capacity is deemed necessary by County to fulfill its obligations under Section 403.706(1), Florida Statutes, and (c) County intends to operate such facility; and

3.3.3.2. A process to effectuate the orderly transfer of services being performed by the Authority and the transfer of assets of the Authority to a successor entity, or to County if County chooses to perform those services, if this Agreement is terminated or expires or if the Authority is dissolved (collectively “Wind Down”), including detailed processes addressing:

3.3.3.2.1. The disposition and/or transfer of reserve funds collected by the Authority associated with the assets being transferred;

3.3.3.2.2. How liabilities of the Authority, including debt obligations associated with assets being transferred, will be satisfied;

3.3.3.2.3. Whether or how County may acquire assets of the Authority that County intends to continue operating on behalf of the residents of Broward County related to Authority Solid Waste; and

3.3.3.2.4. How the costs of a capital expansion for County-owned facilities will be allocated among the Parties (which may include, among other things, County paying the full cost, the Municipal Parties paying the full cost, or some sharing of costs between County and the Municipal Parties).

3.3.4. Notwithstanding anything in this Agreement to the contrary, including, without limitation, Article 16, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) County. The Facilities Amendment must be adopted by the elected bodies of the Parties described in this section for the Formation Conditions to be met.

3.3.5. Condition on Exercise of Powers. Until the Formation Conditions are fully met, the Authority may not exercise any of the powers granted in the following sections of this Agreement:

3.3.5.1. Section 8.1.3 (Establishment of rates, fees, and other charges);

3.3.5.2. Section 8.1.4 (Recyclable Materials and Recovered Materials processing);

3.3.5.3. Section 8.1.5 (Recyclable Materials and Recovered Materials facilities and programs);

3.3.5.4. Section 8.1.7 (Collection and transportation services);

3.3.5.5. Section 8.1.8 (Authority Solid Waste disposal);

3.3.5.6. Section 8.1.12 (Issuance of bonds);

3.3.5.7. Section 11.1 (Commitment of System Waste); or

3.3.5.8. Section 11.2 (Regulatory Flow Control).

ARTICLE 4. DURATION

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

4.2. Extension Terms. This Agreement may be extended for up to two (2) consecutive ten (10) year terms (each an “Extension Term,” and together with the Initial Term, the “Term”) by the approval of the Parties’ elected bodies as set forth below:

4.2.1. No later than five (5) years before the end of the then-current term, the Governing Board must determine, based on the projected funding needs of the Authority, the percentage of Broward Tonnage and number of Municipal Parties necessary to extend this Agreement. Notwithstanding the foregoing, no Extension Term may be exercised unless the elected bodies of Municipal Parties representing at least fifty percent (50%) of the Broward Tonnage and the elected body of County agree to exercise the Extension Term.

4.2.2. Except for the provisions of this Agreement that survive termination of this Agreement or that survive a Party’s withdrawal from this Agreement, only those Parties whose elected bodies approve an Extension Term will be bound to this Agreement during such Extension Term.

4.2.3. If the Parties fail to extend this Agreement pursuant to Section 4.2.1, this Agreement will expire at the end of the then-current Term.

ARTICLE 5. MEMBERSHIP ELIGIBILITY AND OBLIGATIONS

5.1. Eligibility for Membership. County and each municipality located within Broward County are eligible to be Parties to this Agreement and thereby be members of the Authority.

5.2. Subsequent Joinder by Municipalities. After the Effective Date, any eligible municipality that is not already a Party may become a Party by agreeing to this Agreement (as may subsequently be amended), the Master Plan, and any additional terms and conditions established by the Authority, including, without limitation, payment of all amounts as may be required by the Governing Board.

5.3. Dissolution or Merger of Municipal Parties. Any Municipal Party that becomes unincorporated will lose its representative on the Governing Board. The tonnage attributed to any such former Municipal Party will be transferred to County for the purposes of calculating Broward Tonnage in relation to voting. Municipal Parties that merge will retain only a single representative on the Governing Board and the tonnage attributed to the merged Municipal Party will be the combined tonnage of the merging Municipal Parties for the purposes of calculating Broward Tonnage in relation to voting.

5.4. Ongoing Contributions of Parties Prior to Special Assessment. Until the Authority is able to fund its budget through special assessments or other methods, each Party must financially contribute towards the costs of operations of the Authority as stated in this section. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000), calculated on a fiscal year basis (October 1 to September 30). If the Effective Date is on any date other than the start of a fiscal year, the Authority's budget for the first fiscal year shall not exceed a prorated amount of the maximum provided for in this section. The Authority will invoice each Party that Party's yearly funding obligation, on a quarterly or other basis as determined by the Authority, payable in advance.

5.4.1. Consultant Expenses. County will be responsible for payment to the Authority for fifty percent (50%) of the costs of professional/technical consultants retained by the Authority for the development of the Master Plan, with the remaining fifty percent (50%) of such costs paid by the Municipal Parties on a pro rata basis based on population.

5.4.2. Other Authority Expenses. Other than the division of expenses set forth in Section 5.4.1, each Party will jointly fund all other Authority expenses on a pro rata basis based on population.

5.5. System Waste Segregation Programs. After the effective date of the applicable minimum standards in any policy or program established by the Authority, the Parties must not enact or permit to continue any program for segregating new or used materials at the point of generation for reuse or recycling that fails to meet the minimum standards in the policy or program established by the Authority, unless expressly excepted by the Authority.

5.6. Cooperation. Each Party agrees to cooperate in good faith with the Authority and to deliver such further information and to take such other actions as may be reasonably requested by the Authority to carry out the intent and purposes of this Agreement, including, without limitation:

5.6.1. Providing Hauler information, including, without limitation: Hauler name and address; make, body type, and motor vehicle registration number of each vehicle used; area of collection; status as municipal vehicle operator or contract hauler; and data received pursuant to Section 11.4;

5.6.2. Adopting such regulations, executing such agreements, providing such information, and doing such work as may be required by any federal, state, or local agency as part of any application for financial assistance; and

5.6.3. Performing such other acts as may be reasonably required by the Authority in furtherance of its operation of the System.

The Authority must pay all reasonable out-of-pocket costs associated with this Section 5.6.

ARTICLE 6. GOVERNANCE

6.1. The Authority will be overseen and managed by a Governing Board, Executive Committee, and Executive Director (described below), which are hereby established and have the powers and authority as set forth herein.

6.2. Governing Board.

6.2.1. Membership. Each Party must appoint one (1) of its elected officials to serve as a member of the Governing Board, which appointee serves at the pleasure of the appointing Party. The appointment by each Party will be made according to such rules and procedures as may be adopted by the appointing Party. Should a representative on the Governing Board cease to be a duly qualified elected official of the appointing Party or have more than two (2) consecutive absences from meetings of the Governing Board that are not excused (by majority vote of the Governing Board or pursuant to adopted policy), the appointing Party must promptly appoint a replacement member that meets the foregoing requirements.

6.2.2. Meetings. The Governing Board must meet at least twice per fiscal year of the Authority, at such dates and times as determined by the Chair of the Governing Board, to conduct the business of the Authority.

6.2.3. Alternate Members. Each Party must appoint one (1) of its elected officials as an alternate member to serve on the Governing Board in the absence of that Party's primary appointed member. An alternate member may only vote when the primary member of the Governing Board for that Party is absent from the meeting. Alternate members may attend and participate during discussion in all Governing Board meetings.

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward

Tonnage. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

6.3. Executive Committee.

6.3.1. Membership. An Executive Committee is to be established, composed of eleven (11) members of the Governing Board as follows:

6.3.1.1. The County's Governing Board Member.

6.3.1.2. Ten (10) Governing Board members from Municipal Parties, who will be selected as follows:

6.3.1.2.1. Large Municipalities. Five (5) members representing the largest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.2. Medium Municipalities. Three (3) members representing the middle third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.3. Small Municipalities. Two (2) members representing the smallest third (1/3) of Municipal Parties by population, selected by majority vote of the members of the Governing Board representing those Municipal Parties.

6.3.1.2.4. If the number of Municipal Parties is not evenly divisible by three (3), then: (a) if there is a single additional Municipal Party, it will be placed in the Small Municipalities group, or (b) if there are two (2) additional Municipal Parties, the larger one (1) will be placed in the Medium Municipalities group and the other one (1) will be placed in the Small Municipalities group.

6.3.1.3. Population figures to assign Municipal Parties into each of the categories for purposes of selecting members of the Executive Committee will be based on the most recent Bureau of Economic and Business Research – University of Florida report, with such assignments adjusted on January 1, 2030, and every ten (10) years thereafter, and at the conclusion of each two (2) year term if any municipality joined this Agreement during the interim.

6.3.1.4. Terms of Service on Executive Committee. Executive Committee members serve a two (2) year term. Should a member of the Executive Committee cease to be a member of the Governing Board, a successor must be selected using

the same procedures as provided in Section 6.3.1, which successor will serve for the remaining term of the original appointment.

6.3.1.5. Members of the Executive Committee representing groups of Municipal Parties may be removed at any time by majority vote of the applicable portion of the Governing Board (e.g., Large Municipalities, Medium Municipalities, or Small Municipalities, as applicable) that selected them.

6.3.1.6. Any decision of the Executive Committee may be overturned by an affirmative vote of: (a) at least two-thirds (2/3) of the members of the Governing Board representing Municipal Parties; and (b) the County's representative on the Governing Board. If the initial vote of the Governing Board in favor of overturning an Executive Committee decision consists of Governing Board members representing at least ninety (90%) of the population of the Municipal Parties present at the time of the vote, but did not include the County's representative in favor of overturning such decision, then a second vote will be taken; if the second vote is a unanimous vote of the Municipal Parties' representatives to the Governing Board present that voted in the initial vote, the Executive Committee decision will be overturned regardless of the County representative's vote. Notwithstanding the foregoing, the Governing Board may not overturn any decision of the Executive Committee concerning the appointment, removal, or compensation of the Executive Director.

6.3.2. Alternate Members.

6.3.2.1. There must be one (1) alternate member from each of the three (3) municipal categories, selected in the same manner as the primary members. There must be one (1) alternate member from County, who shall be the County's alternate member of the Governing Board.

6.3.2.2. Alternate members may only vote when a primary member of the Executive Committee in the applicable category is absent from the meeting. Alternate members may attend and participate during discussion in all meetings.

6.3.2.3. Alternate members will count towards quorum only when they are serving as voting members.

6.3.3. Meetings. The Executive Committee will meet regularly at such dates and times as may be necessary to conduct the business of the Authority. Meetings may be scheduled by the Executive Committee and pursuant to such rules of procedure as may be adopted by the Executive Committee; such rules will include a process for the Executive Director to request a meeting. Minutes of each meeting of the Executive Committee shall be distributed to all Governing Board members upon approval of such minutes by the Executive Committee.

6.3.4. Approvals. Except as specifically provided in this Agreement, approval of an action or recommendation will require a quorum and a majority vote of its members present at a meeting and eligible to vote.

6.4. Technical Advisory Committee. A Technical Advisory Committee (“TAC”) is established and will be composed of representatives from each Party. The role of the TAC, and any TAC subcommittee established by the TAC, is to provide technical advice, guidance, recommendations, and counsel to the Governing Board, Executive Committee, and/or Executive Director on technical matters relevant to the System, including environmental issues and educational programs, and to provide a forum for the exchange of ideas among Party representatives, the public, and the private sector. The Executive Committee shall determine appropriate staffing for the TAC.

6.4.1. Membership. Each Party may appoint a representative with technical or professional knowledge and/or experience in the solid waste industry, environmental sciences, sustainability, or another related profession, to the TAC from that Party’s solid waste, environmental management, public works, utilities, or similar department or organizational division. In addition to the regular TAC representative, each Party may also designate a similarly qualified alternate representative. Alternate representatives may attend and participate in the TAC meetings or TAC subcommittee meetings but may only be counted toward a quorum or vote in the absence of the appointed representative for which they serve as alternate. TAC representatives and alternates will serve at the pleasure of their appointing Party.

6.4.2. Meetings. Regular meetings of the TAC will be held in accordance with a schedule approved by the TAC, or as directed by the Governing Board, Executive Committee, or Executive Director.

6.4.3. Approvals. Except as specifically provided in this Agreement, action by the TAC will require a quorum and approval by a majority of the representatives present at the meeting and eligible to vote.

6.5. Meeting Procedure. The following procedures apply to the Governing Board, the Executive Committee, and the TAC:

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

6.5.2. Chair and Vice-Chair. On an annual basis, the membership of each body must select from among its members a Chair and a Vice-Chair; the Vice-Chair will serve as the Chair when the Chair is not present.

6.5.3. Rules of Procedure. Each body may adopt rules of procedure to conduct its business. In the absence of any specifically adopted rules, the body will use Robert's Rules of Order; provided, however, if there is a conflict between this Agreement and Robert's Rules of Order, this Agreement governs.

6.5.4. Meetings Open to the Public. Meetings of the Governing Board, Executive Committee, and TAC shall be open to the public in accordance with Florida's Government-in-the-Sunshine Law, Section 286.011, Florida Statutes, excluding meetings that are statutorily exempt pursuant to applicable law.

6.6. Ethics and Required Abstentions.

6.6.1. Ethics Compliance. In their roles with the Authority, each member of the Governing Board and the Executive Committee will be treated as "Covered Individuals" within the meaning of Section 1-19 of the Broward County Code of Ordinances and must comply with all state and County laws and requirements pertaining to conflicts of interest, ethics, and lobbying. For purposes of the prohibition on lobbying under Section 1-19(c)(2) of the Broward County Code of Ordinances, the Executive Director and TAC will also be treated as "Covered Individuals." The Governing Board may adopt additional requirements for itself, the Executive Director, the Executive Committee, the TAC, and any employees of the Authority.

6.6.2. No member of the Governing Board or Executive Committee will participate in discussion or vote on any item that relates to an agreement or contract in which the member's respective appointing body (i.e., Municipal Party or County) is a party. This provision is limited only to agreements or contracts with four (4) or fewer Parties, applies only to meetings of the Governing Board or Executive Committee, and does not prohibit the recused member from voting on the agreement or contract when such agreement or contract comes before their Party's elected body.

6.7. Executive Director.

6.7.1. The role of Executive Director is hereby established with such specific duties and responsibilities as described in Section 8.4.

6.7.2. The Executive Director must be an employee of the Authority and while serving as Executive Director, must not be: (a) employed by any Party; (b) serving on the elected body of any Party; or (c) contracted to consult for or lobby on behalf of any Party.

6.7.3. The Executive Committee may appoint or remove the Executive Director by majority vote.

6.8. Major Decisions. Notwithstanding anything to the contrary in this Agreement, the Authority may not take any of the following actions without the approval of at least: (a) two-

thirds (2/3) of the representatives of the Governing Board voting; and (b) representatives of the Governing Board voting that account for two-thirds (2/3) of the Broward Tonnage:

6.8.1. The sale, distribution, or transfer of any real property interest with a value of more than two million dollars (\$2,000,000);

6.8.2. The issuance of bonds or the approval of a bank loan with a value of more than two million dollars (\$2,000,000);

6.8.3. The recommendation to remove the Executive Director, subject to Executive Committee approval;

6.8.4. Approval of any and all special assessments;

6.8.5. The initiation or settlement of any legal action with an estimated value of more than two million dollars (\$2,000,000); or

6.8.6. Assignment by the Authority of any of its rights or obligations under this Agreement.

6.9. Distribution of Authority Cash or Property; Surplus Authority Funds. Except as otherwise provided in this section, and notwithstanding any other section of this Agreement, the Authority is prohibited from distributing any cash or property to any Party or Parties except upon Wind Down or to reimburse the Parties for contributions made to the Authority pursuant to Section 5.4., and then, only if: (a) upon Wind Down, the Auditor (defined below) issues a written opinion that such distribution will not impact any closure, perpetual maintenance, or other obligations that may exist after expiration or earlier termination of this Agreement; and (b) such distribution is fair and equitable between the Parties. In all other circumstances, if the Authority has surplus funds or property not needed for ongoing operations of the System or for future closure, maintenance, and reserve obligations, it may only be utilized for System-related purposes, including but not limited to reserving for future System improvements or obligations, maintenance, repairs, or expansion; to provide credits against or reductions to future assessments, tipping fees, or other user fees; or to enhance recycling and materials reuse programs or education. The prohibitions in this section do not apply to contracts for fair or adequate consideration between the Authority and one or more Parties or have any impact with regard to the property known as Alpha 250.

ARTICLE 7. OBLIGATIONS OF THE AUTHORITY AND MASTER PLAN

7.1. Master Plan. The Authority must adopt a Master Plan that describes, among other things, the operations of the Authority in sufficient detail to fund and implement the System and any related facilities or programs and to allow the Authority to plan for financing, investments, and improvements related to the System.

7.1.1. Contents. A Master Plan must provide for, at a minimum, the following:

7.1.1.1. Revenues necessary to operate the Authority, including the amount of, and methodology to calculate, reserve funds needed to cover any and all applicable costs for closure, long-term care, perpetual maintenance, and potential remediation related to the System and its components;

7.1.1.2. Storage, separation, processing, recycling, recovery, reuse, and identification of the number of diversion sites and disposal sites for System Waste needed for System operations, as may be appropriate;

7.1.1.3. Diversion plans for: (a) any Hazardous Materials that have impermissibly entered the System; and (b) any System Waste for which diversion is appropriate under applicable law;

7.1.1.4. Strategies, services, and programs to address Authority Solid Waste reduction as well as Recyclable Materials and Recovered Materials processing, and appropriate public education regarding same;

7.1.1.5. Alternative and contingency facilities, consistent with this Agreement;

7.1.1.6. Whether certain disposal methods will be prohibited at Authority-owned facilities for the purposes of protecting underground sources of drinking water;

7.1.1.7. Additional goals identified by the Governing Board not inconsistent with applicable law, this Agreement, or with County's exercise of its statutorily granted powers and obligations; and

7.1.1.8. Strategies to fulfill the obligations of the Authority related to System Waste delivered to the System, consistent with the powers and limitations of this Agreement.

7.1.2. Procedure to Adopt and Amend Master Plan.

7.1.2.1. Adoption of Master Plan and Significant Amendments. A Master Plan will not be effective unless approved by: (a) members of the Governing Board representing Municipal Parties that comprise at least two-thirds (2/3) of the total population of the Municipal Parties, and (b) County's representative to the Governing Board. All proposed amendments to the Master Plan that concern any of the following (collectively, "Significant Amendments") will be subject to the same requirements for approval (set forth in the preceding sentence) as a Master Plan to be effective:

7.1.2.1.1. Addition or removal of any category of waste or material (e.g., yard waste, bulk trash, white goods, etc.) from the Authority's jurisdiction or operations;

7.1.2.1.2. Closure of any “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022), owned or operated by the Authority;

7.1.2.1.3. County’s obligations under Section 403.706(1), Florida Statutes.

7.1.2.2. Adoption of Other Amendments to Master Plan. Amendments to the Master Plan that are not Significant Amendments must be adopted by the Governing Board subject to the provisions of Section 6.2.3. If at least one third (1/3) of the Governing Board members present agree that a proposed amendment to the Master Plan constitutes a Significant Amendment, it shall be treated as a Significant Amendment and may only be adopted subject to the provisions of Section 7.1.2.1.

7.1.3. Notwithstanding anything in this Agreement to the contrary, no proposed amendment to the Master Plan that directly or indirectly (a) creates any additional liability or obligation of any Party, (b) disproportionately removes a right of any Party, or (c) has a disproportionate adverse effect on any Party, will be effective without the affirmative vote of the impacted Party’s (or Parties’) representative(s) on the Governing Board. In the event of a conflict between the Master Plan and this Agreement, this Agreement will prevail.

7.2. Obligation to Perform. The Authority must implement the various material strategies, services, programs, and goals described in the adopted Master Plan, as may be amended.

7.3. Obligation to Direct the Flow of System Waste. The Authority is obligated to accept all System Waste committed by the Parties, pursuant to Section 11.1, and must cause such System Waste to be directed from the designated System receiving facilities and delivered to appropriate sites for processing or disposal in compliance with the Master Plan and applicable law.

7.4. Obligation to Maintain Reserves. The Authority must ensure adequate reserve funds are collected and maintained to cover applicable costs for closure, long-term care, perpetual maintenance, and potential environmental and other remediation related to the System. The amount of reserve funds and methodology to calculate same must be included in the Master Plan.

ARTICLE 8. POWERS OF THE AUTHORITY

8.1. The Authority has the following general powers, which are granted to the Governing Board unless otherwise expressly provided for in this Agreement:

8.1.1. Develop, adopt, and implement a Master Plan consistent with the powers of the Authority and consistent with the terms and conditions stated in this Agreement.

8.1.2. Develop an annual revenue and expense budget for each fiscal year sufficient for the operation of the Authority.

8.1.3. Establish such rates, fees, and other charges and revenue sources allowed by law, including, without limitation, special assessments and tipping fees, to sufficiently fund and operate the System, which rates, fees, and other charges must be applied uniformly to each Party and will be set at no higher an amount than is reasonably required to accomplish the authorized purposes of the Authority (including all appropriate reserves). Notwithstanding the foregoing, the Authority may establish different rates, fees, or other charges for Parties that join the Authority after the Effective Date and may provide reasonable credits against any such rates, fees, or other charges for Parties that have made extraordinary contributions of funds, real property, other assets, services, or in-kind contributions to the Authority.

8.1.4. Provide for the processing of Recyclable Materials and Recovered Materials generated in each Party's jurisdiction.

8.1.5. Develop, implement, operate, and manage facilities and programs concerning the processing of Recyclable Materials and Recovered Materials and make same available to each Party on uniform terms. Nothing herein will prevent any Party from developing, implementing, operating, or managing programs concerning the processing of Recyclable Materials or Recovered Materials that do not conflict with the minimum standards set by the Authority. Notwithstanding the foregoing, the Authority may establish different terms for Parties that join the Authority after the Effective Date.

8.1.6. Set minimum standards for System Waste segregation or source separation programs at the point of generation or collection.

8.1.7. Operate services for the collection and transportation of System Waste or other types of waste identified in the Master Plan for collection or transport and, if the Authority chooses to operate such services, make said optional services available to each Party.

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

8.1.9. Conduct studies and research on strategies to improve the management of System Waste.

8.1.10. Provide monitoring of projects, programs, and facilities that directly or indirectly affect the System.

8.1.11. Provide education, outreach, and public information programs to increase the percentage of Recyclable Materials and Recovered Materials that are successfully recycled, to promote the reduction and reuse of Authority Solid Waste in the Parties' jurisdictions, and to increase public understanding of, and engagement with, the Authority's work.

8.1.12. Issue bonds or other instruments related to short- or long-term borrowing, and letters of credit or debt that materially relates to the System.

8.1.13. Sue and be sued, implead, and be impleaded in all courts.

8.1.14. Consistent with the powers described in this Article 8, the requirements of Chapter 403, Florida Statutes, and other applicable law, the Authority will have the power to contract with governmental agencies, individuals, public or private corporations, municipalities, and any other person or entity.

8.1.15. In order to fulfill the purpose and intent of this Agreement, and except as expressly limited by this Agreement, exercise all other necessary and appropriate powers of an independent entity created pursuant to Chapter 163, Florida Statutes, including without limitation, to acquire, at its discretion, personal or real property or any interest therein by gifts, lease, or purchase.

8.2. The Governing Board has power and authority to take the following actions:

8.2.1. Approval of annual budgets as described in Article 9.

8.2.2. Approval and levy of special assessments as described in Article 9.

8.2.3. Approval of revenue bonds.

8.2.4. Establish the aggregate maximum debt authority of the Executive Committee.

8.2.5. Purchase, sell, or lease any assets of the Authority, in any amount, subject to applicable law.

8.2.6. Enter into agreements for services in any amount, subject to applicable law.

8.2.7. Approval of the Master Plan, the Facilities Amendment, and other amendments, as described in Article 7 and subject to the terms and conditions stated in this Agreement.

8.2.8. Appointment of legal counsel to act as the general counsel and advisor to the Authority, including counsel to the Governing Board and the Executive Committee. The Authority counsel will have such duties as authorized by the Governing Board and serve at the pleasure of same.

8.2.9. Approval of the annual tipping fee(s), consistent with the terms and conditions of this Agreement.

8.2.10. Approval of any fictitious name or marketing name for the Authority.

8.2.11. Approval of any Governing Board rules of procedure.

8.2.12. Approval of bylaws for the Authority, including, without limitation, the extent of the powers and authority of the Executive Committee or Executive Director to: (a) approve and execute contracts for goods, services, and real property; (b) pursue, defend, and settle legal claims or litigation; (c) enter into revolving and other debt agreements; and (d) exercise other powers of the Governing Board.

8.3. Unless provided otherwise in this Agreement, the Executive Committee has the following powers:

8.3.1. Overseeing the operation and management of the Authority.

8.3.2. Establishing surety bond requirements for the Authority's officers and employees in such amounts as it deems necessary. The premiums for the bonds will be paid by the Authority in the same manner as any other operating expense.

8.3.3. Approval of operational policies for the Authority.

8.3.4. Approval of any annual plan of operations for the Authority.

8.3.5. Develop and recommend to the Governing Board tipping fees, rates, and other charges and revenue sources to sufficiently fund the System and the operation of the Authority.

8.3.6. Develop and recommend to the Governing Board an annual budget, including hosting public workshops and other forums for public input for the annual budget.

8.3.7. Develop and recommend bylaws for the Authority to the Governing Board.

8.3.8. Enforce Flow Control Ordinances (defined below) and the flow control provisions of Hauler contracts for System Waste, as the agent for the Municipal Parties and/or for County, if provided for in such ordinances and to the extent such action is necessary to comply with the Authority's obligations under this Agreement and the service agreements.

8.3.9. Initiate the process for the issuance of revenue bonds; provided that no such revenue bonds will be issued unless approved by the Governing Board and consistent with the terms of this Agreement.

8.3.10. For special assessments, retain any consultants necessary to conduct rate and methodology studies.

8.3.11. Appointment of the Executive Director and all personnel-related decisions regarding the Executive Director, including annual reviews, compensation, and, as necessary, removal.

8.4. The Executive Director serves as the chief executive officer of the Authority, responsible for the operation of the Authority in accordance with the policies and decisions of the Governing Board and the Executive Committee, and, among such other duties as authorized by those policies and decisions, has the following specific duties and responsibilities:

8.4.1. Hire and manage a chief sustainability officer for the Authority or other such employee with similar responsibilities regardless of title.

8.4.2. Hire and manage other such employees as authorized by the Governing Board through its approval of the annual budget as being necessary for the operation of the Authority.

8.4.3. Oversee all personnel issues with employees of the Authority, including setting salaries and benefits, annual reviews, discipline, and termination.

8.4.4. Serve as registered agent for all service of process on the Authority and execute documents on the Authority's behalf as authorized by the Governing Board.

8.4.5. Provide recommendations, assistance, and support as necessary for the Governing Board's adoption of a Master Plan.

8.4.6. Provide recommendations, assistance, and support as necessary for the Executive Committee's approvals of operational policies for the Authority and the annual plan of operations for the Authority.

ARTICLE 9. REVENUE, BORROWING, AND BUDGET

9.1. Special Assessments. In accordance with the provisions of Florida law, including Chapters 163 and 197, Florida Statutes, the Parties agree and stipulate that all improved properties in the geographical areas governed by any of the Parties (for County, the unincorporated area) receive a direct, substantial benefit by the provision of System Waste disposal and processing services by the Authority. Therefore, the Authority has the power to impose, levy, and collect (directly or indirectly) special assessments as a means of: financing the construction and/or acquisition of additions, extensions, and improvements to the System and/or the payment of the principal of and interest on bonds issued pursuant to this Agreement; paying the costs of operating,

maintaining, and repairing the System; and providing funds for all other payments that are required to be made by the Authority in connection with the purposes of this Agreement.

9.2. Subject to Section 6.8, the Governing Board will have the power to set rates for and approve the levy, collection, and enforcement of special assessments by resolution, as provided by and consistent with Florida law and this Agreement. Prior to any vote of the Governing Board to levy a special assessment, the Authority will conduct, or hire a consultant to conduct, an assessment study. If such a study was performed on behalf of County and/or Municipal Parties prior to the creation of the Authority, the Governing Board may, in lieu of having a new study performed, adopt the findings of such earlier study if the Governing Board determines that such findings remain valid and reliable despite the passage of time.

9.3. Revenue Bonds and Other Instruments. The Governing Board will determine the need for the issuance of any bonds or other instruments related to short- or long-term borrowing, and the need for letters of credit that it deems necessary or convenient for the operation of the Authority.

9.4. The Governing Board must establish, and may amend, a maximum amount of aggregate debt that may be approved by the Executive Committee. The Executive Committee may approve the issuance of any debt in the aggregate up to that maximum amount. Any debt that exceeds that maximum amount will not be issued unless approved by the Governing Board.

9.5. Annual Budget. The Authority, through the Governing Board, must adopt an annual budget for each fiscal year, consistent with the requirements of Florida law as well as any procedural requirements established by local authorities such as the Broward County Property Appraiser and Broward County Tax Collector.

ARTICLE 10. AUDITING

10.1. The Executive Committee must appoint an external auditor to serve as auditor to the Authority ("Auditor"). The Auditor will, among other things, complete an annual audit of the Authority's receipts and expenditures. The Auditor will report directly to the Governing Board.

10.2. The Executive Committee will appoint five (5) of its members to serve on a Standing Audit Committee. The Standing Audit Committee will be responsible for the selection process for engaging and recommending an Auditor to the Executive Committee for appointment.

ARTICLE 11. COMMITMENT OF SYSTEM WASTE

11.1. Commitment of System Waste. The Parties must cause all System Waste that is: (a) identified by the Master Plan as acceptable for delivery into the System, and (b) generated in the Parties' respective boundaries (for County, within the unincorporated area), to be collected, transported, delivered, and deposited at the designated receiving facilities of the System pursuant to the Master Plan or annual plan of operations, except for System Waste that is transported outside the State of Florida. Except with the prior express written consent of the

Authority, no Party will deliver (directly or by contract) into the System any waste, debris, substance, constituent, object, or material that does not qualify as System Waste.

11.2. Regulatory Flow Control. No later than the effective date of the Facilities Amendment, each Party agrees to enact a flow control ordinance pursuant to Section 403.713, Florida Statutes, in a form provided by the Authority, directing that all System Waste generated within its respective geographic boundaries (for County, within the unincorporated area) be delivered to the System, as designated in the Master Plan, except for such waste that is to be transported outside the State of Florida ("Flow Control Ordinance"). Each Party shall maintain their respective Flow Control Ordinances in effect throughout its participation as a Party. Nothing in this section requires a Party to enact a Flow Control Ordinance that operates to terminate or breach any existing contractual agreement the Party has in place prior to becoming a Party ("Conflicting Agreements"); however, each Party must provide copies of all such Conflicting Agreements to the Authority at the time it becomes a Party and shall not renew or extend any such Conflicting Agreement. For those Parties with existing Conflicting Agreements in place on the Effective Date, the adoption of a Flow Control Ordinance under this section must specify that it becomes effective upon the expiration or earlier termination of such existing Conflicting Agreements. Notwithstanding anything else contained herein, this Agreement does not require any Party to violate the prohibitions in Sections 403.7046(2) or 403.713(2), Florida Statutes, concerning the sale and management of Recovered Materials.

11.3. Each Party agrees to include in any Hauler contracts or contract amendments executed after the Effective Date, a provision that all System Waste must be delivered to the System, except for any waste generated within that Party's then-current geographic boundaries that is shown to be destined for recycling or disposal outside the State of Florida, and each Party must strictly enforce such contract obligation. In each such contract and all contract amendments, the Authority must be expressly identified as a third-party beneficiary for the sole purpose of enforcing such provisions, if enforcement is necessary, to ensure the delivery of System Waste to the System. Prior to initiating any such enforcement action, the Authority must communicate and coordinate with the relevant Party.

11.4. System Waste Reporting Ordinance. Each Party agrees to enact and maintain in effect a System Waste reporting ordinance, in a form provided by the Authority, directing that each Hauler report on a monthly basis all of the following information to their contracting Party or Parties, with a copy to the Authority:

11.4.1. The amount of each category of System Waste collected in each Party's jurisdiction in cubic yards or tons.

11.4.2. Where each category of System Waste collected by the Hauler has been transported. Identification will be by the name and address of the receiving facility.

11.4.3. The quantity (either by volume, weight, or number and size of all trucks or containers) of System Waste that is not processable by a waste-to-energy plant or other

System facility that has been collected by the Hauler and that is to be transported outside the State of Florida.

11.4.4. Where the System Waste that is not processable by a waste-to-energy plant or other System facility has been transported outside of the State of Florida. Identification will be by the name and address of the receiving facility.

The System Waste reporting ordinance provided in this section must be adopted by each Party no later than the date determined by the Executive Committee, which shall be no earlier than the date of adoption of the Master Plan.

11.5. With the prior consent of the Authority, any Party may appoint the Authority as its agent for the enforcement of obligations in any agreement, license, permit, franchise, or other arrangement related to the obligations of this article.

11.6. Each Party agrees to include the obligation to comply with the requirements of the ordinances required by Sections 11.2 and 11.4, respectively, in all applicable agreements, licenses, permits, franchises, or other arrangements with Haulers entered into on or after the Effective Date.

11.7. Title to and Interest in System Waste. The Parties relinquish to the Authority any and all title to and interest in System Waste collected within their respective boundaries, effective upon delivery of that System Waste to the System. To the maximum extent provided under applicable law, and except as otherwise provided herein, upon delivery of their System Waste to the Authority, the Parties also relinquish to the Authority all liability for the proper management and disposal of such System Waste.

11.8. Commitment Limited by Existing Agreements. Notwithstanding anything to the contrary in this Agreement, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with any current agreement concerning System Waste, including, without limitation: the June 2012 agreement between County and Wheelabrator Environmental Systems Inc. (now WIN-Waste Innovations, Inc.) for solid waste disposal services and the May 2015 Global Amendment thereto; the September 2012 interlocal agreement for solid waste disposal support services, as amended; the April 2015 Settlement Agreement between Waste Management Inc. of Florida and the City of Coconut Creek; any debris clearing or temporary debris management site contract that predates the Effective Date; or any Hauler contract that predates the Effective Date. In addition, the Authority will not, and this Agreement will not, require any Party to take any action that would breach or conflict with the Interlocal Agreement between Broward County and various municipalities for Optional County Services for Keep Broward Beautiful, Household Hazardous Waste and Electronics, and Bulk Trash and Yard Waste Drop-Off Programs, or any successor agreement concerning Household Hazardous Waste.

ARTICLE 12. DEBT OBLIGATIONS

Except as expressly provided in this Agreement or applicable law, any debt obligations incurred by the Authority will be the sole obligation of the Authority and will not be an indebtedness of any Party or Parties within the meaning of any constitutional, statutory, charter, ordinance provision, or other limitation of such Party. No Party is obligated to pay or cause to be paid any amounts due under this Agreement except as expressly provided or incorporated herein, and no Party pledges its full the faith and credit for the payment of any such amounts.

ARTICLE 13. RELATIONSHIPS OF THE PARTIES

Except as set forth herein, nothing in this Agreement imposes upon any Party any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party, and nothing in this Agreement will be deemed to make any Party a partner, agent, or local representative of any other Party or to otherwise create any type of fiduciary responsibility or relationship of any kind whatsoever among the Parties, except as expressly stated herein. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several among the Parties.

ARTICLE 14. INDEMNIFICATION

14.1. Indemnification Obligations. The Authority will, at its sole cost and expense, indemnify, hold harmless, and defend (“Indemnification Obligations”) each Party and each Party’s current, past, and future officers, agents, and employees (each, an “Indemnified Party”), to the maximum extent permitted by law, from and against any and all causes of action, demands, claims, counterclaims, third-party claims, administrative actions, damages of any kind (including, without limitation, personal injury or bodily harm), destruction, losses, liabilities, costs (including, without limitation, costs of investigations, assessments, clean up, fines, violations, punitive damages, regulatory reopeners, and/or remediation), and expenditures of any kind, including, without limitation, attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, for the matters described in this section and/or in Sections 14.2 and 14.3 below (each a “Claim”). Notwithstanding the Indemnification Obligations in this article, nothing herein shall act as a waiver by a Party or the Authority of any limitation on liability, including but not limited to sovereign immunity and limitations on tort liability as provided in Section 768.28, Florida Statutes.

14.2. System-Related Claims. The Authority must fulfill its Indemnification Obligations to each Indemnified Party, regardless of whether the Indemnified Party allegedly or actually caused, directly or indirectly, in whole or in part, any Claim(s) arising from, relating to, or in connection with, any or all of the following:

- (a) any alleged, threatened, or actual presence or release of any Hazardous Materials in, on, above, or under any site that is or was part of the System at a time when such Hazardous Materials were threatened to be released or actually present or released;
- (b) any actual, proposed, or threatened use, treatment, storage, holding, existence, disposition, discharge, or other release, generation, production, manufacturing,

processing, refining, control, management, containment, abatement, removal, handling, or transfer of any Hazardous Materials located in, under, on, or above any site that is or was in the System, or transportation of any Hazardous Materials to or from the System (collectively, "Covered Activity");

(c) any actual or proposed assessment, clean up, and/or remediation of any Hazardous Materials at any time located in, under, on, or above any site that is or was in the System, whether or not such assessment, clean up, and/or remediation is voluntary or pursuant to court or administrative order, including any resulting or required clean up, control, management, containment, abatement, removal, remedial, or corrective action;

(d) the imposition, recording, or filing or the threatened imposition, recording, or filing of any environmental lien encumbering any site that is or previously was part of the System at any time during the Term;

(e) any past, present, or threatened injury to, destruction of, or loss of natural resources relating to the construction, use, operation, or maintenance of the System or within the System, including claims for damages, contribution, costs to investigate and assess such injury, destruction, or loss; or

(f) any actual or threatened failure to comply with any debt obligation incurred by the Authority.

14.3. Claims for Acts or Omissions of Authority Actors. The Authority must fulfill its Indemnification Obligations to each Indemnified Party for Claims that are caused or alleged to be caused, in whole or in part, by any act or omission of the Authority, its officers, employees, agents, or contractors acting on behalf of the Authority (collectively, "Authority Actors") for any Claims, including, without limitation, those arising from, relating to, or in connection with one or more of the following by one or more Authority Actors:

(a) any actual or threatened breach of any obligation contained within or undertaken as a result of this Agreement;

(b) any failure to comply with any provision or material obligation contained within or undertaken as a result of the Master Plan;

(c) any intentional, reckless, or negligent act or omission;

(d) arranging for storage, handling, treatment, disposal, or transport of Hazardous Materials to, from, or at any facility or incineration vessel containing such or similar Hazardous Materials; or

(e) any past, present, or threatened noncompliance with or violation of: (i) any environmental laws, including, without limitation, Chapter 27 of the Broward County Code of Ordinances, Florida Statutes Chapters 376 and 403, Chapters 62-701 through 62-787 of the Florida Administrative Code, the Clean Water Act, 33 U.S.C. § 1321, et seq.,

RCRA, 42 U.S.C. § 6901, et seq., CERCLA, 42 U.S.C. § 9601, et seq., Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., 40 C.F.R. Parts 239 through 799, 49 C.F.R. § 172.101; (ii) any ordinance, regulation, standard, condition, requirement, permit, license, or authorization; or (iii) any order of any governmental authority.

14.4. Defense of Claims. The Authority must, upon written notice of a Claim from an Indemnified Party, defend that Indemnified Party with counsel selected by the Authority and approved by the Indemnified Party, which approval will not be unreasonably withheld.

14.5. Right to Withhold. If considered necessary by an Indemnified Party, any amounts due the Authority from that Indemnified Party under Section 5.4, whether as provided for in this Agreement or any subsequently adopted Master Plan, may be retained by the Indemnified Party until all Claims against the Indemnified Party subject to the Indemnification Obligations have been settled or otherwise resolved by the Authority. Any withheld amounts shall not be subject to payment of interest.

14.6. Exclusions. Notwithstanding anything in this article to the contrary, nothing in this Agreement will be construed to require the Authority (or any successor thereto) to fulfill the Indemnification Obligations if prohibited by applicable law (including, without limitation, the restrictions stated in Section 768.28(19), Florida Statutes), or in connection with a Claim in which an Indemnified Party seeks to be relieved of its statutory liabilities, with exceptions for joint and several liabilities, caused by that Indemnified Party's intentional delivery (whether directly or indirectly, including by contract) of previously known Hazardous Materials into the System without the prior express written consent of the Authority. Nothing in this article limits the defenses available to the Authority (including under Section 768.28, Florida Statutes) in the defense of an Indemnified Party pursuant to the Indemnification Obligations.

14.7. Survival of Indemnification Obligations. The Authority's Indemnification Obligations survive the expiration or earlier termination of this Agreement.

ARTICLE 15. DEFAULT

If any Party or the Authority fails to perform or observe any of the material terms and conditions of this Agreement and fails to cure such failure within sixty (60) days after receipt of written notice of such default from another Party or from the Authority (or, if such failure cannot be reasonably be cured within sixty (60) days, the Party fails to promptly initiate and diligently pursue cure to completion), then in addition to any other claim at law or in equity, the Party giving the notice of default shall be entitled, but is not required, to seek specific performance of this Agreement. The Parties acknowledge that money damages may be an inadequate remedy for the failure to perform and that the Party giving notice is entitled to obtain an order requiring specific performance, injunction, or other equitable relief. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver

is in writing and signed by the waiving Party, with such waiver limited to the terms specifically contained therein.

ARTICLE 16. AMENDMENTS TO THIS AGREEMENT

16.1. Except as expressly authorized in Sections 3.3, 8.1.8, and this article, this Agreement may only be amended as follows:

16.1.1. The Executive Committee is responsible for recommending proposed amendments to this Agreement to the Governing Board.

16.1.2. Upon approval of a proposed amendment to this Agreement by the Governing Board, the Executive Director shall provide notice of the proposed amendment to all Parties of the Authority by forwarding a copy to each Party for consideration by that Party's elected body.

16.1.3. Any amendment that substantively modifies any of the following provisions, or that concerns any of the following subjects, will not be effective unless approved by every Party's elected body:

16.1.3.1. Article 3 (Formation);

16.1.3.2. Article 4 (Duration);

16.1.3.3. Section 6.2.1 (Governing Board Membership);

16.1.3.4. Section 6.3.1 (Executive Committee Membership);

16.1.3.5. Section 6.8 (Major Decisions);

16.1.3.6. Section 8.1 (Powers of the Authority), except for Section 8.1.8;

16.1.3.7. Article 12 (Debt Obligations);

16.1.3.8. Article 14 (Indemnification);

16.1.3.9. Article 17 (Dispute Resolution Process; Authority Liability; Choice of Law, Venue, Jury Trial Waiver);

16.1.3.10. Wind Down (as defined in Section 3.3.3.2); or

16.1.3.11. Disposition of assets owned by the Authority.

16.1.4. Except as otherwise provided in this Agreement, all amendments are effective if approved by the elected bodies of Parties representing at least two-thirds (2/3) of the total population of the Parties plus a majority of the Parties; however, if a Party does not give notice of its elected body's rejection of the proposed amendment within ninety (90)

days after that Party received notice of the amendment, that Party will be deemed to have approved the amendment.

16.1.5. Notwithstanding Section 16.1.4, no amendment that directly or indirectly: (a) creates any additional liability or obligation of any one Party (but not all Parties), (b) disproportionately removes a right of only one Party, or (c) has a disproportionate adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

16.1.6. This Agreement may not be amended to provide greater powers to the Governing Board, the Executive Committee, or the Executive Director than have been granted to the Authority.

16.2. Unless the amendment states otherwise, the amendment will take effect upon certification by the Governing Board that the necessary approvals of the Parties have been obtained.

ARTICLE 17. DISPUTE RESOLUTION PROCESS; AUTHORITY LIABILITY; CHOICE OF LAW, VENUE, JURY TRIAL WAIVER

17.1. Informal Dispute Resolution. The following procedure will apply to resolve a dispute between the Authority and any number of Parties, or between Parties, relating to matters arising out of this Agreement ("Dispute"): (i) the Authority or the Party will issue written notice of the Dispute to the Party or the Authority, as applicable, and any other applicable Parties; and (ii) the parties to the Dispute will use reasonable efforts to resolve the Dispute within sixty (60) days after the written notice, including through informal settlement meetings, discussions, mediation, or other process as may be agreed among them. The parties to the Dispute may jointly agree to extend the day deadline for informal dispute resolution.

17.2. Formal Dispute Resolution. If the Dispute is not fully resolved through the informal dispute resolution process described in Section 17.1, the parties to the Dispute will follow the conflict resolution procedures for governmental disputes as provided in Chapter 164, Florida Statutes.

17.3. Failure to Resolve through Formal Dispute Resolution. If the processes required by Sections 17.1 and 17.2 fail to resolve the Dispute, the Authority and/or applicable Parties may litigate such Dispute.

17.4. Court-Ordered Dissolution of Authority; Termination of Agreement. In addition to any remedy at law or equity that a Party may have against the Authority, if a court of competent jurisdiction enters a final judgment that (a) the Authority is incapable of performing the services for which it was created, or (b) the actions or inactions of the Authority have prevented County from performing its obligations under Section 403.706, Florida Statutes, such court may order monetary damages (against the Authority but not against any members of the Authority) or

equitable relief including, without limitation, the termination of this Agreement and the dissolution of the Authority.

17.5. Authority Liability for Capital Expansion of County Solid Waste Disposal Facilities. In addition to any other damages or remedies at law or in equity, if the Authority fails to perform its obligations under Sections 7.2 or 7.3 and, as a result, County undertakes an expansion of its solid waste disposal facilities to ensure it can satisfy its statutory obligations under Section 403.706, Florida Statutes, to provide disposal capacity for Authority Solid Waste generated in each Party's jurisdiction, the Authority shall be liable and responsible for payment to County of costs incurred by County for such capital expansion through the end of the of the remaining projected useful life of the disposal facility or facilities. Neither a reduction in the amount of Authority Solid Waste disposed of because of increases in the amount of Recyclable Materials lawfully processed or recycled at an appropriate site, nor a reduction in Authority Solid Waste disposal capacity at any Authority-owned facility resulting from County's exercise of its right of first refusal, pursuant to Article 18, shall be deemed a failure by the Authority to perform its obligations under Sections 7.2 or 7.3 of this Agreement.

17.6. Choice of Law; Venue; Waiver of Jury Trial. This Agreement and all disputes between the Parties and the Authority arising out of or relating to this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The sole and exclusive venue for any litigation related to or arising out of this Agreement, or the duties and responsibilities of the Authority and the Parties, shall be in State Courts of the Seventeenth Judicial Circuit, in and for Broward County, Florida. **EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY FOR ANY CLAIMS, WHETHER IN CONTRACT, TORT, OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

ARTICLE 18. RIGHT OF FIRST REFUSAL

18.1. Prior to entering an agreement to sell real property owned by the Authority of any value, including the associated material property, plant, or equipment (collectively referred to as "Authority Property"), the Authority must provide a copy of the offer, letter of intent, or proposed agreement ("Offer") to all Parties. The Parties will have a right of first refusal to purchase the Authority Property at the same price, and on the same terms and conditions, as the Offer, as provided below:

18.1.1. If the Authority Property is a "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), County will have the right of first refusal. If County does not exercise the right of first refusal provided in this section, the Municipal Party or Municipal Parties where the Authority Property is located will have the right of first refusal.

18.1.2. For all other Authority Property, the Municipal Party, Municipal Parties, and/or County (for Authority Property located within unincorporated Broward County) where the subject Authority Property is located will have the right of first refusal. For Authority Property located within the territorial jurisdiction of more than one local governmental

entity (e.g., two Municipal Parties or a Municipal Party and unincorporated Broward County), the right of first refusal may be exercised jointly or, if one Party elects not to exercise the right, by the other applicable Party. If no Municipal Party exercises the right of first refusal provided in this section, County will have the right of first refusal.

If the applicable Party does not provide the Authority with notice of its intent to exercise its right of first refusal within sixty (60) days after the Authority provides the Parties with a copy of the Offer, the Authority may proceed with the sale of the Authority Property. If County does not provide the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.1, the relevant Municipal Party or Municipal Parties will have sixty (60) days after receipt of notice from the Authority that County has not exercised its right to provide notice of intent to exercise its right of first refusal. If no Municipal Party provides the Authority with notice of its intent to exercise the right of first refusal as provided in Section 18.1.2, County will have sixty (60) days after receipt of notice from the Authority that no applicable Municipal Party has exercised its right to provide notice of its intent to exercise its right of first refusal.

ARTICLE 19. MISCELLANEOUS

19.1. Assignment. Except in the event of merger between Parties or the dissolution of a Party, wherein the successor to the Party will automatically become a Party, this Agreement, or any interest herein, may not be assigned, transferred, or otherwise encumbered, under any circumstances by any Party without the prior written consent of all other Parties to this Agreement, which will not be unreasonably withheld. Subject to Section 6.8, nothing herein will be deemed to restrict or prohibit the Authority's assignment of its rights and obligations as is deemed necessary or appropriate by the Authority for the provision of services under this Agreement.

19.2. Notices. All notices, consents, and other communications required, permitted, or otherwise delivered under this Agreement must be in writing and delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, with contemporaneous email, and in any case must be addressed to each Party's mayor, with copies to its chief executive officer (e.g., City/Town Manager, County Administrator, etc.) and its chief legal officer (e.g., City/Town Attorney, County Attorney, etc.), at the address of its main headquarters. Notices, consents, and other communications given by mail in accordance with this section will be deemed to have been given five (5) business days after the postmarked date; notices, consents, and other communications given by any other means will be deemed to have been given when received.

19.3. Incorporation of Agreements. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.4. Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference.

19.5. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then (a) that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not), and (b) the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable, implement and give effect to the intentions of the Parties. If an unenforceable provision is modified, disregarded, or amended in accordance with this section, the rest of this Agreement is to remain in effect as written.

19.6. Representations and Warranties. Each Party hereby represents and warrants as to itself as follows:

19.6.1. It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power, and authority to enter into and perform its obligations hereunder;

19.6.2. This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or by bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);

19.6.3. Neither the execution nor delivery of this Agreement, nor the performance of such Party's obligations hereunder nor the fulfillment of the terms herein: (a) conflicts with, violates or results in a breach of the Constitution, any law or government regulation of the State of Florida, or any other local law or ordinance; or (b) conflicts with, violates, or results in any breach of any term or condition of any judgment or decree, or any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, or constitutes a default thereunder; and

19.6.4. Except for the procedures provided under Chapter 163 and Chapter 75, Florida Statutes, and such action as has already been taken, no approval, authorization, or order of, or any consent or declaration, registration or filing with, any governmental authority of the State of Florida, or any referendum or other action of voters by election, is required for the valid execution, delivery, and performance of this Agreement by it.

19.7. The applicable financial disclosure, noticing, and reporting requirements of the Authority shall be those provided by general law.

19.8. Intellectual Property. The Authority will have all right, title, and interest in and to any intellectual property created by or for the Authority. No other Party will make any claim of ownership to any such intellectual property or will have any rights to the intellectual property other than as expressly set forth in a written agreement between the Board and that other Party.

19.9. Sovereign Immunity. Except to the extent sovereign immunity is expressly waived by entering into this Agreement among the Parties, nothing herein is intended to serve as a waiver of sovereign immunity by any of the Parties nor shall anything included herein be construed as consent by any of the Parties to be sued by third parties in any matter arising out of this Agreement.

19.10. Interpretation. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any references to “must,” “shall,” or “will” are obligatory. All citations to “Florida Statutes” mean those statutes as may be amended from time to time, except for references to the term “solid waste disposal facility,” as defined in Section 403.703, Florida Statutes (2022). Any reference to “days” means calendar days, unless otherwise expressly stated.

19.11. Third-Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

19.12. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

19.13. Joinder by Authority. This Agreement is contingent upon the Authority, by majority vote of the Governing Board at its first meeting, agreeing to the terms, conditions, and obligations of the Authority as provided for in this Agreement and execution of the joinder of Authority provided for herein. Other than ministerial matters of procedure of the Governing Board, including election of a Chair and Vice-Chair, and other than executing the joinder, the Authority may not exercise any power under this Agreement until and unless it has executed such joinder, and this Agreement automatically terminates should the Governing Board fail to join in this Agreement by the end of its first meeting.

[The remainder of this page is intentionally left blank.]

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

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

JOINDER BY AUTHORITY

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

Signed: _____

Print Name: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY

MEETING DATE: April 17, 2023

AGENDA ITEM NO.: 9-A

FOR:

☒ City of Weston ☐ Indian Trace Development District ☐ Bonaventure Development District

TITLE:

A Resolution of the City Commission of the City of Weston, Florida, approving an Interlocal Agreement for a Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida.

SUMMARY EXPLANATION & BACKGROUND:

In 2013, the City and several other municipalities brought a lawsuit against Broward County (the "County") regarding the equitable distribution of assets that remained at the termination of the Resource Recovery Board ("RRB"), styled *City of Sunrise et. al. vs. Broward County*, 17th Judicial Circuit Court Case No. CACE-013-015660 (the "RRB Lawsuit").

In 2015, the County, the City and the other plaintiff municipalities reached a settlement of the Lawsuit under which, among other things, the City and the other municipalities were paid over \$32 million and the County and municipalities agreed to use their best efforts (and to take all reasonable steps) to sell the parcel of land known as Alpha 250 ("Alpha 250"), with the proceeds to be distributed among the municipalities, as further described in the Settlement Agreement (the "Settlement").

REQUESTED ACTION: Approval

EXHIBITS (LIST): (i) Resolution, and (ii) Solid Waste Interlocal Agreement – Key Points

PREPARED BY:

Jamie Alan Cole, City Attorney

PETITIONER/REPRESENTATIVE:

Not Applicable

RECOMMENDED FOR CONSIDERATION BY:

Donald P. Decker, City Manager/CEO
Jamie Alan Cole, City Attorney

FUNDING SOURCE:

Not Applicable

VOTING REQUIRED FOR PASSAGE:

☒ Majority ☐ Majority Plus One ☐ Unanimous

COMMISSION ACTION:

	M	2	Y	N		
Commissioner Mead					Approved as presented	
Commissioner Eddy					Approved as amended	
Commissioner Molina-Macfie					Approved with conditions	
Commissioner Jaffe					Continued to	
					Deferred to	
Mayor Brown					To deny	

Estimated Ongoing Contributions of Parties Prior to Special Assessment Based on Population

Estimated Annual Contribution	\$2,000,000
Total Broward Population (2022 BEBR)	1,969,099
75% of Total Broward Population	1,476,824

Municipality	Population (2022 BEBR)	Population Percentage based on 100% Participation	\$2M Costs with 100% Participation	Population Percentage based on 75% Participation	\$2M Costs with 75% Participation
Fort Lauderdale	189,019	9.599%	\$191,985.27	12.799%	\$255,980.36
Pembroke Pines	171,309	8.700%	\$173,997.35	11.600%	\$231,996.46
Hollywood	154,909	7.867%	\$157,339.98	10.489%	\$209,786.64
Miramar	138,237	7.020%	\$140,406.35	9.360%	\$187,208.46
Coral Springs	134,816	6.847%	\$136,931.66	9.129%	\$182,575.55
Pompano Beach	113,789	5.779%	\$115,574.69	7.705%	\$154,099.58
Davie	106,984	5.433%	\$108,662.90	7.244%	\$144,883.86
Sunrise	97,479	4.950%	\$99,008.73	6.601%	\$132,011.65
Plantation	94,048	4.776%	\$95,523.89	6.368%	\$127,365.19
Deerfield Beach	87,414	4.439%	\$88,785.78	5.919%	\$118,381.05
Lauderhill	74,887	3.803%	\$76,062.20	5.071%	\$101,416.27
Tamarac	72,740	3.694%	\$73,881.51	4.925%	\$98,508.67
Weston	68,318	3.470%	\$69,390.11	4.626%	\$92,520.15
Margate	58,760	2.984%	\$59,682.12	3.979%	\$79,576.16
Coconut Creek	57,937	2.942%	\$58,846.20	3.923%	\$78,461.60
North Lauderdale	45,077	2.289%	\$45,784.39	3.052%	\$61,045.86
Oakland Park	44,517	2.261%	\$45,215.60	3.014%	\$60,287.47
Hallandale Beach	41,677	2.117%	\$42,331.04	2.822%	\$56,441.38
Lauderdale Lakes	36,725	1.865%	\$37,301.32	2.487%	\$49,735.10
Parkland	36,390	1.848%	\$36,961.07	2.464%	\$49,281.42
Cooper City	34,683	1.761%	\$35,227.28	2.348%	\$46,969.71
Dania Beach	32,140	1.632%	\$32,644.37	2.176%	\$43,525.83
Broward MSD	17,198	0.873%	\$17,467.89	1.165%	\$23,290.52
West Park	15,243	0.774%	\$15,482.21	1.032%	\$20,642.94
Wilton Manors	11,569	0.588%	\$11,750.55	0.783%	\$15,667.40
Lighthouse Point	10,506	0.534%	\$10,670.87	0.711%	\$14,227.83
Southwest Ranches	7,716	0.392%	\$7,837.09	0.522%	\$10,449.45
Pembroke Park	6,255	0.318%	\$6,353.16	0.424%	\$8,470.88
Lauderdale-by-the-Sea	6,205	0.315%	\$6,302.37	0.420%	\$8,403.17
Hillsboro Beach	1,981	0.101%	\$2,012.09	0.134%	\$2,682.78
Sea Ranch Lakes	540	0.027%	\$548.47	0.037%	\$731.30
Lazy Lake	31	0.002%	\$31.49	0.002%	\$41.98

(1) Section 5.4 of the ILA provides that until the Authority is able to fund its budget, each Party must contribute funding on a pro rata basis, based on population, to pay the Authority's expenses. Such expenses shall not exceed an aggregate yearly maximum amount of two million dollars (\$2,000,000).

(2) County has committed to paying 50% of professional/technical consultants for the development of the Master Plan which is estimated to total approximately one million dollars (\$1,000,000).



Town Commission Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: Resolutions

Subject Title: RESOLUTION 2023-20: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO MEMORANDUM OF POST CLOSING PAYMENTS FOR THE REAL PROPERTY LOCATED AT 4312 N. OCEAN DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PURCHASE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: On July 23, 2022, the Town entered into a commercial contract with Flamingo East, LLC to purchase the property at 4312 North Ocean Drive and operate a 52-space parking lot. The purchase of the property was spread over four installments with a percentage of the revenue being shared with Flamingo East. The revenue paid to Flamingo East would decrease as the Town's ownership increased.

The seller would like to revise the installment payments to receive the second installment sooner at an increased amount. This would result in the Town receiving a larger percentage of the parking revenues earlier than previously anticipated.

Staff finds this arrangement to be in the best interest of the community and at their last meeting, the Commission concurred and asked the Town Manager to bring forward the documents necessary to implement the change.

Recommendation: Staff recommends approval of Resolution 2023-20 authorizing the amendment of to the Memorandum of Post Closing payments and authorizing the Town Manager to execute said documents.

Exhibits: Ex. 1 Resolution 2023-20

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30

WHEREAS, on July 13, 2022, the Town entered into a Commercial Contract (the “Contract”) with Flamingo East, LLC (the “Seller”) to purchase the property at 4312 N. Ocean Drive (the “Property”) and operate a parking lot on the Property comprised of 52 parking spaces, known as the South Ocean Drive Parking Lot; and

WHEREAS, to secure payment for the Installment Payments, the deed conveying the Property to the Town (the “Deed”) contained language that allows the ownership of the Property to revert to the Seller should the Town fail to make (after notice and cure period) any Installment Payment.

WHEREAS, Seller would like to revise the Installment Payments to receive the payments sooner; and

31 **WHEREAS**, the Town Commission finds that is in the best interest of the Town
32 and its residents to approve and authorize the execution of the Amendment to
33 Memorandum of Post Closing Payments to reflect such change in the Installment Payments
34 and the reduction in the Revenue Share.

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

37
38 **SECTION 1. Recitals.** The foregoing “**Whereas**” clauses are hereby ratified and
39 confirmed by the Town Commission, and incorporated herein.

40 **SECTION 2. Amendment to Memorandum of Post Closing Payments**
41 **Approved.** The Amendment to Memorandum of Post Closing Payments, attached hereto
42 as Exhibit “A,” is hereby approved.

43 **SECTION 3. Authorization to Execute the Documents.** The Town Manager is
44 hereby authorized to execute the Amendment to Memorandum of Post Closing Payments,
45 in substantially the same form as attached Exhibit “A,” together with such other
46 documents as are deemed necessary by the Town Manager and approved as to form and
47 legal sufficiency by the Town Attorney to provide for the changes to the Installment
48 Payments.

49 **SECTION 4. Implementation.** The Town Manager and Town Attorney are
50 authorized to take all actions necessary to implement the Amendment to Memorandum of
51 Post Closing Payments.

53 **SECTION 5. Effective Date.** This Resolution shall become effective upon
54 passage and adoption.

55 **PASSED AND ADOPTED** on this 25th day of April 2023.

56
57
58
59

MAYOR CHRIS VINCENT

Attest:

Katrina Adler, Town Clerk

60
61
62
63
64
65
66
67

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**Prepared By and After
Recorded Mail Document To:**

Maria V. Currais, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200 Coral
Gables, FL 33134

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

**AMENDMENT TO
MEMORANDUM OF POST CLOSING PAYMENTS**

THIS AMENDMENT TO MEMORANDUM OF POST CLOSING PAYMENTS (the “Amendment”) made and entered into as of the 25th day of April, 2023, by and between Flamingo East, LLC, a Florida limited liability company (“Seller”) and the Town of Lauderdale-By-The-Sea, Florida, a Florida municipal corporation (“Buyer”).

RECITALS:

A. On September 1, 2022, Seller sold to Buyer the real property located in Broward County, Florida more particularly described on the Warranty Deed recorded in Instrument # 118402299 in the Public Records of Broward County, Florida and attached hereto as Exhibit “A” (the “Property”).

B. In connection with the transfer of the Property, the parties entered into a Memorandum of Post Closing Payments recorded in Instrument # 118402298 in the Public Records of Broward County, Florida to set forth the Parking Revenue Payments and Installment Payment to be paid by the Buyer to the Seller (the “Memorandum of Post Closing Payments”).

C. Buyer and Seller desire to enter this Amendment to amend the Memorandum of Post Closing Payments and revise the Installment Payments, the Parking Revenue Payments and other post closing matters as set forth herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the mutual promises and undertakings contained herein and other good and valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

1. The foregoing recitals are true and are incorporated herein by this reference. All capitalized terms not defined herein shall have the meanings given such terms in the Memorandum of Post Closing Payments.

2. The Purchase Price will be paid in four installments (each an “Installment Payment”) as follows:

- a. One (1) payment of \$2,000,000 (the “First Installment Payment”) which was paid upon the transfer of the Property to the Buyer of which \$381,202.74 was paid to Paradise Bank, a Florida banking corporation (the “Seller’s Lender”), by the closing agent; and
- b. One (1) payment of \$1,500,000 on or before May 5, 2023 of which \$1,000,000 will be paid directly to Seller’s Lender (the “Second Installment Payment”);
- c. One (1) payments of \$800,000 due on the anniversary of the Second Installment Payment, of which \$500,000 will be paid directly to Seller’s Lender (the “Third Installment Payment”); and
- d. One (1) payments of \$800,000 due on the anniversary of the Third Installment Payment, of which \$0 will be paid directly to Seller’s Lender (the “Final Installment Payment”).

3. The Buyer shall continue to make Parking Revenue Payments but the amounts shall be amended as follows:

- a. 51.67% of Net Parking Revenues from the payment of the First Installment Payment through the payment of the Second Installment Payment;
- b. 31.37% of Net Parking Revenues from the payment of the Second Installment Payment through the payment of the Third Installment Payment;
- c. 15.69% of Net Parking Revenues from the Third Installment Payment through the payment of the Final Installment Payment; and
- d. The Parking Revenue Payments will terminate on the payment of the Final Installment Payment.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

5. The instructions and conditions contained herein may not be modified, amended, or altered in any way except by a writing (which may be in counterpart copies) signed by Seller and Buyer.

6. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns.

7. Time is of the essence of all terms of this Amendment.

8. The parties agree that Seller may assign its rights under this Amendment to any entity by providing Buyer with prior written notice.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

BUYER:

**TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA, a Florida municipal corporation**

ATTEST:

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

**APPROVED AS TO FORM AND
SUFFICIENCY FOR THE USE AND
RELIANCE OF TOWN OF
LAUDERDALE BY THE SEA,
FLORIDA ONLY**

Weiss Serota Helfman Cole & Bierman, PL
Town Attorney

By: _____

Name: Maria V. Currais, Esq.

Title: Partner

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me ☐ in person or ☐ by remote notary on _____, by _____ as _____ of the Town of Lauderdale by the Sea, Florida, on behalf of the Town. He/She is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public, State of Florida

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGES]

SELLER:

WITNESSES:

FLAMINGO EAST, LLC, a Florida limited liability company

Name: _____

By: _____
Kenneth E. Richardson, Manager

Name: _____

Date: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me ☐ in person or ☐ by remote notary on _____, by Kenneth E. Richardson, as Manager of Flamingo East, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public, State of Florida

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 2, 3, 4, and 5, Block 15, LAUDERDALE BY THE SEA, according to the map or Plat thereof, recorded in Plat Book 6, Page 2, of the Public Records of Broward County, Florida.

**CONSENT OF SELLER'S LENDER TO
AMENDMENT TO MEMORANDUM OF POST CLOSING PAYMENTS**

Flamingo East, LLC, a Florida limited liability company ("Seller") assigned a portion of its payment rights under the Memorandum of Post Closing Payments recorded in Instrument # 118402298 in the Public Records of Broward County, Florida to Paradise Bank, a Florida banking corporation (the "Seller's Lender"). Seller and the Town of Lauderdale-By-The-Sea, Florida, a Florida municipal corporation ("Buyer") have agreed to amend the terms of the Memorandum of Post Closing Payments as set forth in the attached Amendment to Memorandum of Post Closing Payments (the "Amendment"). The Seller's Lender hereby agrees to the amended payment terms of the Amendment.

Additionally, the Seller's Lender hereby confirms and agrees that the payment terms set forth in the Collateral Assignment of Commercial Contract and Memorandum of Post Closing Payments recorded in Instrument # 118402300 in the Public Records of Broward County, Florida are hereby amended to reflect the payment terms of this Amendment without the need for a separate instrument to reflect the same.

SELLER'S LENDER:

WITNESSES:

PARADISE BANK, a Florida banking corporation

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

Date: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me ☐ in person or ☐ by remote notary on _____, by _____, as _____ of Paradise Bank, a Florida banking corporation, on behalf of the bank. He is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public, State of Florida



Town Commission Agenda Item Report

Meeting Date: April 25, 2023

Submitted By: Linda Connors, Town Manager and Ken Rubach, Deputy Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: Resolutions

Subject Title: RESOLUTION 2023-21 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH STATE CONTRACTING & ENGINEERING CORPORATION FOR PRE-CONSTRUCTION SERVICES FOR THE DOWNTOWN ENHANCEMENT PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Exhibit 1)

Explanation: The Town Commission previously selected Construction Managers At Risk (CMAR) to assist with many of the larger construction projects planned for the Town. We have utilized Man-Con for our various drainage projects. State Contracting & Engineering Corporation (SCEC) is the second CMAR selected by the Commission and staff would like to move forward with them to oversee the downtown construction project that is set to begin this summer.

SCEC is proposing to provide pre-construction services, which include review of 100% plans and specifications by Architectural Alliance Landscape, development of a GMP proposal with project schedule and phasing plans, field investigation with subcontractors, and coordinating development of MOT/Traffic Control plans.

Staff have already had two preliminary meetings with SCEC to review the project so that they could provide an accurate cost for their fees. Once the Commission approves the pre-construction services, SCEC will move forward to compile bidder information and pricing. Once completed the GMP will be presented to the Commission for approval. This presentation will also include information such as the Phasing, MOT plans as well as any needed detours/signage and a start date and time frame for completion.

Recommendation: Approve Resolution 2023-21 approving and authorizing the Town Manager to execute the Work Authorization with SCEC for Pre-Construction Services for the Downtown Enhancement Project in an amount not to exceed \$23,980.00 (Exhibit 2) consistent with the Continuing Services CMAR Agreement.

Exhibits: Ex. 1 Resolution 2023-21
Ex. 2 Preconstruction Services Fees

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH STATE CONTRACTING & ENGINEERING CORPORATION FOR PRE-CONSTRUCTION SERVICES FOR THE DOWNTOWN ENHANCEMENT PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) issued Request for Qualifications No. 17-11-10 (the “RFQ”), requesting that qualified general contractors submit their qualifications to the Town to perform as a construction manager at risk for Town projects; and

WHEREAS, on February 27, 2018, pursuant to the RFQ, the Town Commission awarded State Contracting & Engineering Corporation (“SCEC”) a Continuing Contract for Construction Manager-At-Risk Contract Services (the “Continuing Contract”); and

WHEREAS, the Town is in need of pre-construction services for the Downtown Engagement Project (the “Project”); and

WHEREAS, SCEC has provided the Town with a proposal for pre-construction services, which includes review of 100% plans and specifications by Architectural Alliance Landscape, development of a GMP proposal with project schedule and phasing plans, field investigation with subcontractors, and coordinating development of MOT/Traffic Control plans (the “Services”), for the Project;

WHEREAS, the Town Commission wishes to approve a Work Authorization with SCEC to provide the Services for the Project, in an amount not to exceed \$23,980.00, consistent with the Continuing Contract previously entered into between the Town and SCEC (the “Work Authorization”); and

30 **WHEREAS**, the Town Commission deems it to be in the best interest of the Town and its
31 residents to approve the Work Authorization with SCEC for the Project.

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

34 **Section 1. Recitals.** The foregoing “Whereas” clauses are hereby ratified and
35 confirmed as being true and correct and incorporated herein by this reference.

36 **Section 2. Work Authorization Approved.** The Work Authorization with SCEC
37 to provide the Services for the Project, attached hereto as Exhibit “A,” is hereby approved.

38 **Section 3. Authorization to Execute the Work Authorization.** The Town Manager
39 is hereby authorized to execute the Work Authorization, attached hereto as Exhibit “A,” in an
40 amount not to exceed \$23,980.00, together with such non-substantial changes as are deemed
41 necessary by the Town Manager and approved as to form and legal sufficiency by the Town
42 Attorney.

43 **Section 4. Authorization to Implement.** The appropriate Town officials are
44 authorized to execute all necessary documents and to take any necessary action to effectuate the
45 intent of this Resolution.

46 **Section 5. Effective Date.** This Resolution shall become effective immediately upon
47 passage and adoption.

PASSED AND ADOPTED this 25th day of April, 2023.

MAYOR CHRIS VINCENT

Attest:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

48

EXHIBIT “A”

WORK AUTHORIZATION

Between

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

And

State Contracting & Engineering Corporation
for

Work Authorization No. **5**

Downtown Engagement Project

TOWN OF LAUDERDALE BY-THE-SEA
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Contractor: State Contracting & Engineering Corporation			
Address: 5391 Nob Hill Road. Sunrise, Fl. 33351			
Solicitation Name and No.: _____		Work Authorization No.: _____	
Agreement Description: Continuing Professional Services		Effective Date _____	
P.O. # For Work Authorization: _____		Budget _____	
Brief Task Description: Downtown Engagement Project			
In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before: <u>See Exhibit "C"</u>			
The total amount or the limiting amount of the compensation will be: <u>\$ 23,980.00</u> unless additional services are authorized by the Town in writing.			
Compensation elements are as follows:			
	Method of Compensation (Lump Sum, Hourly NTE)	Amount (\$)	Project Code
Construction Manager	\$120.00	\$4,800.00	
Preconstruction Manager	\$120.00	\$7,200.00	
Project Manager	\$90.00	\$900.00	
Estimating	\$65.00	\$2,600.00	
Project Engineer/ Scheduling	\$60.00	\$1,440.00	
Project Coordinator	\$48.00	\$1,440.00	
Other Services	\$5,000.00	\$5,000.00	
Total		\$23,980.00	
Other Notes: This Work Authorization is subject to the same terms and conditions of the <u>Continuing Professional Services Contract dated 7/10/2018</u> . Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning three (3) original signed copies to the Town Manager. <u>The Town will send you one fully executed copy.</u>			
Town of Lauderdale-By-The-Sea Approval:			
Linda Connors, Town Manager	_____	_____	
	(Signature)	(Date)	
Katrina Adler, Town Clerk	_____	_____	
	(Signature)	(Date)	
Contractor Acceptance:			
Contractor Name: Paul A. Carty	_____	_____	
Title: Vice President	(Signature)	(Date)	



Preconstruction Proposal

Town of Lauderdale-By-The-Sea

Date Submitted: 4/20/23

Preconstruction Services: Downtown Streetscape

NAME	POSITION	HOURS	LOADED HOURLY RATE	AMOUNT
Paul Carty	Construction Manager	40	\$120.00	\$4,800
Adrian Viera	Preconstruction Manager	60	\$120.00	\$7,200
Eileen See	Project Manager	10	\$90.00	\$900
Gerald Tobias	Estimating	40	\$65.00	\$2,600
Charles League	Project Engineer/Scheduling	24	\$60.00	\$1,440
Michelle Robbins	Project Coordinator	30	\$48.00	\$1,440
DIRECT LABOR				\$18,380
TOTAL DIRECT LABOR				\$18,380
MISC. OFFICE COSTS				\$200
TRAVEL EXPENSES				\$100
REPRODUCTION & PHOTOS				\$300
SUBTOTAL				\$18,980
OTHER SERVICES				\$5,000
TOTAL =				\$23,980

SCOPE OF SERVICES:

- 1) Review of 100% Plans and Specifications by Architectural Alliance Landscape.
- 2) Develop a GMP proposal with project schedule and phasing plans.
- 3) Field investigation with subcontractors.
- 4) Coordinate development of MOT/Traffic Control plans.

Leah Griffin

Subject: LBTS - MOT Design Cost Proposal

From: JRA <jrainc@bellsouth.net>

Sent: Wednesday, April 19, 2023 8:31 AM

To: Barry G. Transleau <btransleau@statecontracting.com>

Cc: Paul Carty <pcarty@statecontracting.com>

Subject: Re: FW: LBTS - MOT Design Cost Proposal

Barry

Per your request, we have reviewed the proposed project for preparation of construction traffic control plans for work on in the intersections Commercial Boulevard and El Mar Drive and State Road A-1A. We are providing the following price proposal cost for the professional engineering services.

Item 1 - Update previous Base Plan / Preliminary TCP Analysis / Preliminary design - \$5,000.00

Item 2 - Final Design and Traffic Control Construction Plans (6 total phases anticipated) - \$8,500.00

Item 3 - FDOT Permitting for SR A-1-A - \$1,000.00

Total Project Price Proposal = \$14,500.00

Joe Roles, P.E.

Joseph Roles and Assoc., Inc.

Consulting Engineers

7501 NW 4th Street, Suite 101

Plantation, Florida 33317

Phone 954-581-1945

Exhibit A

Name of Project

Scope of Services

Exhibit B
Hourly Compensation Rates

Exhibit C
Work Authorization Schedule

SCHEDULE

The schedule for the completion of the Work Authorization, is as follows:

<u>Task</u>	<u>Task Duration</u>	<u>Completion Date</u>

Exhibit D-1 Staff Time Estimate

CONTRACTOR NAME - Summary / Total

Personnel	Hourly Rate	Hours per Task									Totals	
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Hrs	Cost
Administration												
											0	\$0
											0	\$0
											0	\$0
Sub Total (hours)		0	0	0	0	0	0	0	0	0	0	\$0
Engineering / Landscape Arch												
											0	\$0
											0	\$0
											0	\$0
											0	\$0
											0	\$0
											0	\$0
											0	\$0
Sub Total (hours)		0	0	0	0	0	0	0	0	0	0	\$0
Surveying												
											0	\$0
											0	\$0
											0	\$0
											0	\$0
Sub Total (hours)		0	0	0	0	0	0	0	0	0	0	\$0
Cost per Task (\$)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Budget \$ per Task		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Subconsultants												
Total Labor and Subconsultants		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Direct Expenses												\$0
Work Authorization Total												\$0

Exhibit D-2 Staff Time Estimate

SubContractor Name

Summary/Total

Personnel	Hourly Rate	Hours per Task									Totals	
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Hrs	Cost
<u>Administration</u>												
											0	\$0
											0	\$0
											0	\$0
Sub Total (hours)		0	0	0	0	0	0	0	0	0	0	\$0
<u>Engineering / Landscape Arch</u>												
<u>Specific Discipline</u>											0	\$0
											0	\$0
											0	\$0
											0	\$0
											0	\$0
											0	\$0
Sub Total (hours)		0	0	0	0	0	0	0	0	0	0	\$0
<u>Surveying</u>												
											0	\$0
											0	\$0
											0	\$0
											0	\$0
											0	\$0
Sub Total (hours)		0	0	0	0	0	0	0	0	0	0	\$0
<u>Cost per Task (\$)</u>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
<u>Budget \$ per Task</u>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
<u>Subconsultants</u>												
Total Labor and Subconsultants		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Direct Expenses												\$0
Work Authorization Total												\$0



Preconstruction Proposal

Town of Lauderdale-By-The-Sea

Date Submitted: 4/20/23

Preconstruction Services: Downtown Streetscape

NAME	POSITION	HOURS	LOADED HOURLY RATE	AMOUNT
Paul Carty	Construction Manager	40	\$120.00	\$4,800
Adrian Viera	Preconstruction Manager	60	\$120.00	\$7,200
Eileen See	Project Manager	10	\$90.00	\$900
Gerald Tobias	Estimating	40	\$65.00	\$2,600
Charles League	Project Engineer/Scheduling	24	\$60.00	\$1,440
Michelle Robbins	Project Coordinator	30	\$48.00	\$1,440

DIRECT LABOR	\$18,380
TOTAL DIRECT LABOR	\$18,380
MISC. OFFICE COSTS	\$200
TRAVEL EXPENSES	\$100
REPRODUCTION & PHOTOS	\$300
SUBTOTAL	\$18,980
OTHER SERVICES	\$5,000
TOTAL =	\$23,980

SCOPE OF SERVICES:

- 1) Review of 100% Plans and Specifications by Architectural Alliance Landscape.
- 2) Develop a GMP proposal with project schedule and phasing plans.
- 3) Field investigation with subcontractors.
- 4) Coordinate development of MOT/Traffic Control plans.

Leah Griffin

Subject: LBTS - MOT Design Cost Proposal

From: JRA <jrainc@bellsouth.net>

Sent: Wednesday, April 19, 2023 8:31 AM

To: Barry G. Transleau <btransleau@statecontracting.com>

Cc: Paul Carty <pcarty@statecontracting.com>

Subject: Re: FW: LBTS - MOT Design Cost Proposal

Barry

Per your request, we have reviewed the proposed project for preparation of construction traffic control plans for work on in the intersections Commercial Boulevard and El Mar Drive and State Road A-1A. We are providing the following price proposal cost for the professional engineering services.

Item 1 - Update previous Base Plan / Preliminary TCP Analysis / Preliminary design - \$5,000.00

Item 2 - Final Design and Traffic Control Construction Plans (6 total phases anticipated) - \$8,500.00

Item 3 - FDOT Permitting for SR A-1-A - \$1,000.00

Total Project Price Proposal = \$14,500.00

Joe Roles, P.E.

Joseph Roles and Assoc., Inc.

Consulting Engineers

7501 NW 4th Street, Suite 101

Plantation, Florida 33317

Phone 954-581-1945