

TOWN OF LAUDERDALE-BY-THE-SEA

TOWN COMMISSION REGULAR MEETING AGENDA

Jarvis Hall

4505 Ocean Drive

Tuesday, December 09, 2014

7:00 PM

1. **CALL TO ORDER, MAYOR SCOT SASSER**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION - Pastor James Corgee**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - a. BSO November 2014 Report (Captain Fred Wood)
 - b. AMR November 2014 Report (Chief Brooke Liddle)
 - c. VFD November 2014 Report (Chief Judson Hopping)
8. **TOWN MANAGER REPORT**
 - a. Town Manager Report (Connie Hoffmann Town Manager)
 - b. October 2014 Finance Report (Tony Bryan Finance Director)
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - a. November 06, 2014 Town Commission Workshop (Tedra Smith Town Clerk)

11. CONSENT AGENDA

- a. Buoy Maintenance Services Award (Don Prince Municipal Services Director)
- b. Approval of Half Day Holiday on Christmas Eve for Town Employees (Connie Hoffmann Town Manager)
- c. Scrivener's Error Correction for Ordinance No. 2014-10 (Linda Connors, Town Planner / Asst. Development Services Director)
- d. Adding a Parking Meter Technician to the Fiscal Year 2014-2015 Budget and Authorizing a Corresponding Budgetary Transfer. (Assistant Town Manager)

12. OLD BUSINESS

- a. Indemnification and Insurance Requirements - Window Awnings and Sidewalk Cafes (Susan Trevarthen Town Attorney)

13. NEW BUSINESS

- a. Selection of Chairperson for Easter and 4th of July Events (Connie Hoffmann Town Manager)
- b. Policy Discussion on Late Payment of BTRS (Vice Mayor Chris Vincent)
- c. Discussion of Section 30-241 (c) (2) Rooftop Uses in the RM-25 Zoning District (Commissioner Elliott Sokolow)
- d. Parking Reduction Application for 106 and 108 Commercial Blvd (Linda Connors, Town Planner / Asst. Development Services Director)

14. ORDINANCES – PUBLIC COMMENTS

- a. Ordinances 1st Reading
 - i. Ordinance 2014-20 - AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE RESTATED SOLID WASTE AND RECYCLABLE COLLECTION FRANCHISE AGREEMENT WITH WASTE PRO USA, INC.; AUTHORIZING A SIX MONTH EXTENSION OF THE FIRST RENEWAL TERM; AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE RESTATED FRANCHISE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE (Bud Bentley Assistant Town Manager)

b. Ordinances 2nd Reading

- i. ORDINANCE NO. 2014-18 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 17, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES" ARTICLE VI, "SIDEWALK CAFÉS", OF THE CODE OF ORDINANCES, TO UPDATE REQUIREMENTS FOR SIDEWALK CAFÉS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE (Linda Connors, Town Planner / Asst. Development Services Director)**

15. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2014-46 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING A 5% INCREASE IN TOWN COMMISSIONER SALARIES, EFFECTIVE DECEMBER 20, 2014; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EFFECTUATE THE 5% SALARY INCREASE FOR THE TOWN COMMISSION; PROVIDING FOR CONFLICT, SEVERABILITY AND FOR AN EFFECTIVE DATE. (Tony Bryan Finance Director)**
- b. Resolution 2014-47 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2014/2015 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2014/2015 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE (Tony Bryan Finance Director)**

16. QUASI JUDICIAL PUBLIC HEARINGS

- a. Conditional Use to Operate Watercraft Sales and Rentals in the B-1-A Zoning District - 218 Commercial Blvd (Linda Connors, Town Planner / Asst. Development Services Director)**

17. COMMISSIONER COMMENTS

18. ADJOURNMENT

19. FUTURE REGULAR COMMISSION AGENDA ITEMS

Town Commission Regular Meeting Agenda Tuesday, December 09, 2014

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

Town Commission Regular Meeting Agenda
Tuesday, December 09, 2014



Agenda Item Memorandum

Broward Sheriff's Office

Department

Captain Fred Wood

Department Director

COMMISSION MEETING DATE - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> December 9, 2014	

***Subject to Change**

- Presentation
 Reports
 Consent
 Ordinance
 Resolution
 Quasi-Judicial
 Old Business
 New Business

FY2014 DESIGNATED HIGH PRIORITY ITEM - PRIORITY TOPIC

SUBJECT TITLE: BSO Monthly Report

EXPLANATION: November 2014



Date: November 30, 2014

To: Connie Hoffmann
Town Manager
Lauderdale-By-The-Sea

From: Captain Fred Wood
Lauderdale-By-The-Sea District

Subject: Monthly Report to Commission – November 2014

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Detective Eric Weiner, Detective Brann Redl and Detective Danny Mursell

During the month of November these detectives worked together to investigate and resolve several crimes that resulted in arrests and recovery of stolen property. What makes this extraordinary is that, in each case, the crimes were solved either on the same day of occurrence or the next day.

- Robbery: Male suspect arrested the same day the information was posted. The stolen property was recovered.
- Bike Thefts: Male suspect arrested hours after committing the theft he was apprehended and the stolen property recovered.
- Burglary Residence: A reported burglary was investigated and immediately determined the crime was staged and a family member had pawned the items for narcotics. He was subsequently arrested and charged.

These three detectives displayed exceptional teamwork and diligence in successfully resolving four crimes.

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. He 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.
- **Child Car Seat Installations / Inspections:** The Child Car Seat Installation / Inspection program provides for education in the proper utilization of child car safety seats.
- **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 is currently one (1) person legally classified as a sexual offender residing within Town limits. This offender is routinely contacted by BSO to ensure his continued compliance with State of Florida legal mandates. Existing municipal ordinances prohibit additional 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 thirty-six (36) 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 thirty-two (32) 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. No (0) individuals were contacted during the month.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October.
- **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.
- **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.

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

Thanksgiving Meal: BSO LBTS assisted with pedestrian crossing of A1A and safety at the annual event at Jarvis Hall on Thursday, November 27th. A Thanksgiving dinner was served to Town residents as well as many from surrounding communities.

MONTHLY ARREST LOG:

Male arrested at 4600 Poinciana St. for an Active Warrant.

Male arrested at 2 Commercial Blvd. for Resisting/Obstruction w/o Violence.

Male arrested at 221 Commercial Blvd. for Poss. Methamphetamine.

Male arrested at 4050 N. Ocean Dr. Battery on Law Enforcement Officer.

Female arrested at 4660 N. Ocean Dr. for Petit Theft.

Male arrested at 4660 N. Ocean Dr. for Fraudulent Use of Credit Cards.

Male arrested at 4430 Sea Grape Dr. for Aggravated Abuse of Elderly/Disabled Adult.

Male arrested at 5000 N. Ocean Dr. for Poss. Open Container in Motor Vehicle.

Male arrested at 5000 N. Ocean Dr. for Warrant (Grand Theft).

Male arrested at 4630 Poinciana Dr. for Grand Theft.

Male arrested at 3270 Seaward Dr. for Filing False Police Report.

Male arrested at 4100 El Mar Dr. for an Active Warrant.

Male arrested at 230 Basin Dr. for Strong Arm Robbery.

Male arrested at 4660 N. Ocean Dr. for Attempted Murder.

Male arrested at Sea Grape Dr. and Commercial Blvd. for Trafficking in Cocaine.

NOTABLE INCIDENTS / ARRESTS:

Grand Theft Arrest: 11/07/14 / 0945 hours

Location: 200 block Commercial Blvd.

Arrestee: Marquite Young, 7/27/84 and D'Andre King, 1/2/90

Charges: Grand Theft, Poss. Of Methamphetamine

On October 15th a guest at the Florida Beach Hotel, 4660 N. Ocean Dr. reported that a few days earlier, someone had removed credit cards from a purse in her closet. Video from the hotel showed that only the victim and the housekeeping staff entered the room during the time frame in question. Det. Mursell began to track activity on the stolen cards and learned they were used at a Publix and again at a gas station outside of Town. He obtained video from both locations and learned that each time, Young was captured on video. Each time, she appeared to be wearing the uniform worn by housekeeping staff at the Florida Beach Hotel. In the gas station purchase, the video captured Young entering a vehicle which appeared to be an older, beige Mercury Sable. Det. Mursell then conducted surveillance at the hotel and observed Young arrive to work in a similar vehicle. Det. Mursell then entered the vehicle tag into the ALPR system where he was able to confirm that Young had left LBTS prior to the cards being used illegally. He was also able to determine the time frame she entered LBTS each day and the location where she entered Town.

On November 7, 2014 at 0950 hours, Detective Mursell monitored the LPR system at her usual entry point and received an alert when Young entered LBTS. A traffic stop was conducted and Young was positively identified and arrested for the previous credit card theft. Her passenger, King, was subsequently arrested for Poss. of Methamphetamine. As a result of the ALPR system, a crime was cleared and two suspects arrested.

Aggravated Battery-Attempted Murder Arrest: 11-18-14 / 1512 hours

Location: 4660 N. Ocean Drive (The Florida Beach Hotel)

Arrestee: Brandon Hinck, 2-18-95

Charges: Attempted Murder

Hinck met the Victim from an ad on Craigslist and they drove to the victim's hotel room. Once inside the hotel room, both the victim and defendant agreed to have sex with one another. The victim took off his clothes and lay down on the bed as the defendant began taking off his shirt. It was at this time that Hinck pulled out a knife and began attacking the victim, slicing the victim's throat and stabbing him multiple times. Hinck then exited the room and went to the front lobby where he told the hotel staff what had occurred. The victim attempted to follow Hinck from the room and was found in the elevator. BSO Crime Scene and Violent Crimes Detectives responded.

Strong Armed Robbery Arrest: 11/24/14 - 2351 hours

Location: 230 Basin Dr. (Marina)

Arrestee: Lance Foley, 05/31/72

Charges: Strong Arm Robbery

Foley was on the Victim's boat docked at 230 Basin Dr. asking for money. The victim knew Foley from prior dealings. When the victim refused to give Foley any money, Foley struck the victim with a closed fist in the face and then removed a Rolex watch from the victim's left wrist. The watch was valued at approximately \$15,000. The victim was driven by friends to Holy Cross Medical Center where he received nine sutures to his lower lip. Foley was observed shortly after this incident at 210 Commercial, Ocean Mist Pub, where he had bragged about taking a Rolex watch off of some guy. Foley was arrested the next night by CST Detectives Weiner and Redl.

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2013 YTD	2014 YTD
AUTO THEFT	0	1	11	9
BURGLARY-BUSINESS	0	0	1	6
BURGLARY-CONVEYANCE	0	2	26	29
BURGLARY-RESIDENCE	3	3	29	18
BURGLARY-STRUCTURE	0	0	0	1
FORCIBLE SEX	1	0	0	1
HOMICIDE	0	0	0	0
ROBBERY	1	0	7	2
THEFT-GRAND	1	0	19	19
THEFT-PETIT	0	4	28	40
TOTALS	6	10	121	125

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	29
COP Hours Worked - Month	268
COP Patrol Miles - Month	621
COP Hours Worked - YTD	1,643
COP Patrol Miles - YTD	4,308
COP Bike Patrol Hours - Month	48
COP Bike Patrol Hours - YTD	84

MONTHLY STAFFING AND STATISTICAL REPORT:

The November 2014 Monthly Staffing and Statistical Report is attached.



**Lauderdale by the Sea
Monthly Activity
November 2014**

Reports/Calls	
Miscellaneous Service	
Event Reports	33
Accidents	13
Calls for Service	551

Traffic	
Types of Citation	
Non-Moving / Moving Citation	133
Parking	0
Warnings	83
Total Citations	216

Arrests	
Type of Arrest	
Felony	5
Misdemeanor	3
NTA	0
Capias/Warrant	3
Traffic	1
DUI	0
DV Misdemeanor	0
DV Felony	1
NIC P/C	0
Total Arrests	13

Time Worked	
Hours Worked	
Bike Patrol	36
Court Overtime	18.5
Training	56
Detached	30
Other Overtime	17.5
Days Worked	30

General	
FI	8
Truant	0
Truant Debriefed	0
Elder Link	1

Narrative
ATV: 229 Miles / 32 Hours Reserve Deputies worked 7 shifts (48 hrs) CPTED Site Plan Review/Security Survey: 0



**MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT
November 30, 2014**

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	3	3	
Deputy Sheriff	19	19	
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	2	1	1
TOTAL	28	27	1

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
n/a			

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached To	Reason	Hours
Detective Eric Weiner	10494	Crackdown	Operation	10
Detective Brann Redl	10365	Crackdown	Operation	10
Deputy Lawrence Klarman	6308	Crackdown	Operation	10
			TOTAL	30



LAUDERDALE-BY-THE-SEA DISTRICT / SEX OFFENDERS



Palmer, John

05/26/1932

1500 South Ocean Drive; Apt # 1502

Lauderdale-by-the-Sea, Fla. 33062

Criminal History

Computer Pornography - Attempt to Entice and Coerce an Individual under 18 years of age to engage in sexual act.

Current as of:

12/01/2014



LBTS SEX OFFENDERS NEARBY - NOVEMBER, 2014



KELLER KENNETH

09/09/1948

4051 N. OCEAN BLVD.

APT# 312A FTL, FL 33308

RECEIPT OF CHILD
PORNOGRAPHY



PEREIRA VINCENT

09/18/1950

3333 NE 34 ST APT#
1220

FTL, FL 33308

BATTERY U/16 (1999)
BROWARD, FL



RICHARDS LARRY

01/14/1943

4051 N OCEAN BLVD #
202-A

FTL, FL 33308

ABUSE OF CHILD
(2001) BROWARD, FL



WARD VERNON

05/18/1965

4051 N OCEAN BLVD. #
302A

FTL, FL 33308

RECEIPT OF
MATERIAL BY
MAIL - CHILDREN



Agenda Item Memorandum

AMR

Department

Chief Brooke Liddle

Department Director

COMMISSION MEETING DATE - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> December 9, 2014 Regular Meeting 7:00 PM	

***Subject to Change**

- | | | | |
|---------------------------------------|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input checked="" type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

SUBJECT TITLE: AMR EMS REPORT

EXPLANATION: RESPONSE TIMES NOVEMBER 2014

Date	Location	Received	Dispatched	EnRoute	OnScene	Transport	Arrival	Response Time
11/1/2014	5200 N OCEAN BLVD-LBTS	12:02:34	12:02:45	12:02:49	12:04:48	12:29:55	12:30:48	0:02:14
11/1/2014	4629 POINCIANA ST-LBTS	13:50:52	13:51:09	13:51:13	13:54:02	0:00:00	0:00:00	0:03:10
11/2/2014	5100 N OCEAN BLVD-LBTS	2:07:48	2:07:59	2:08:17	2:11:51	2:28:24	2:33:28	0:04:03
11/2/2014	5100 N OCEAN BLVD-LBTS	4:20:06	4:20:18	4:20:36	4:23:13	0:00:00	0:00:00	0:03:07
11/2/2014	4416 EL MAR DR-LBTS	12:06:54	12:07:02	12:07:45	12:10:51	12:17:17	12:23:27	0:03:57
11/2/2014	1461 S OCEAN BLVD-LBTS	12:54:25	12:54:37	12:57:34	12:58:52	0:00:00	0:00:00	0:04:27
11/2/2014	4433 EL MAR DR-LBTS	13:29:08	13:29:26	13:31:09	13:31:15	13:45:14	13:55:01	0:02:07
11/4/2014	4301 N OCEAN DR-LBTS	17:49:20	17:49:41	17:49:47	17:50:58	0:00:00	0:00:00	0:01:38
11/5/2014	4245 N OCEAN DR-LBTS	1:33:27	1:33:45	1:34:36	1:37:31	0:00:00	0:00:00	0:04:04
11/5/2014	4604 BOUGAINVILLA DR-LBTS	20:50:55	20:51:05	20:51:07	20:53:01	0:00:00	0:00:00	0:02:06
11/6/2014	330 ALLENWOOD DR-LBTS	5:26:38	5:26:45	5:26:57	5:32:35	5:43:16	5:51:39	0:05:57
11/6/2014	1961 SE 15 CT-LBTS	17:14:27	17:14:46	17:15:24	17:19:37	17:45:58	17:52:22	0:05:10
11/6/2014	5100 N OCEAN BLVD-LBTS	21:24:19	21:24:27	21:25:18	21:27:26	0:00:00	0:00:00	0:03:07
11/6/2014	4644 EL MAR DR-LBTS	23:48:02	23:48:09	23:49:30	0:00:00	0:00:00	0:00:00	CXL
11/7/2014	4400 EL MAR DR-LBTS	19:40:42	19:40:49	19:40:58	19:43:33	19:57:55	20:07:43	0:02:51
11/7/2014	4628 EL MAR DR-LBTS	21:28:22	21:28:31	21:28:33	21:30:57	0:00:00	0:00:00	0:02:35
11/8/2014	239 CODRINGTON DR-LBTS	22:15:28	22:15:48	0:00:00	0:00:00	0:00:00	0:00:00	CXL
11/9/2014	2020 SE 19 ST-LBTS	10:32:41	10:33:00	10:33:06	0:00:00	0:00:00	0:00:00	CXL
11/9/2014	4344 N OCEAN DR-LBTS	16:18:31	16:19:00	16:19:57	16:20:00	0:00:00	0:00:00	0:01:29
11/9/2014	4301 BOUGAINVILLA DR-LBTS	16:53:53	16:54:35	16:54:44	16:55:07	0:00:00	0:00:00	0:01:14
11/9/2014	1620 S OCEAN BLVD-LBTS	17:41:52	17:42:43	17:42:57	17:44:42	0:00:00	0:00:00	0:02:50
11/10/2014	1940 SE 17 CT-LBTS	10:19:34	10:19:43	10:21:24	10:24:15	0:00:00	0:00:00	0:04:41
11/10/2014	4501 BOUGAINVILLA DR-LBTS	18:22:45	18:22:54	18:23:08	18:24:49	0:00:00	0:00:00	0:02:04
11/10/2014	4430 SEA GRAPE DR-LBTS	21:31:15	21:31:22	21:31:52	21:34:43	0:00:00	0:00:00	0:03:28
11/11/2014	SEA GRAPE DR-LBTS/COMMERCIAL BLVD-LBTS	11:39:08	11:39:21	11:39:42	11:42:30	0:00:00	0:00:00	0:03:22
11/12/2014	1770 S OCEAN BLVD-LBTS	12:23:09	12:23:23	12:23:27	12:26:00	0:00:00	0:00:00	0:02:51
11/12/2014	4617 N OCEAN DR-LBTS	23:26:23	23:26:32	23:27:46	23:31:25	0:00:00	0:00:00	0:05:02
11/13/2014	5300 N OCEAN BLVD-SEAR	7:25:36	7:25:58	7:28:06	7:28:23	0:00:00	0:00:00	0:02:47
11/13/2014	1850 S OCEAN BLVD-LBTS	13:52:20	13:52:36	13:52:41	13:55:20	0:00:00	0:00:00	0:03:00
11/13/2014	4220 EL MAR DR-LBTS	15:34:34	15:35:04	15:35:19	15:36:44	15:44:40	15:56:33	0:02:10
11/13/2014	4605 N OCEAN DR-LBTS	22:15:10	22:15:23	22:15:36	22:18:21	0:00:00	0:00:00	0:03:11
11/15/2014	4660 EL MAR DR-LBTS	11:11:18	11:11:49	11:12:04	11:13:18	0:00:00	0:00:00	0:02:00
11/15/2014	4605 N OCEAN DR-LBTS	17:42:19	17:42:48	17:42:53	17:44:42	17:54:11	17:59:03	0:02:23
11/15/2014	218 PINE AVE-LBTS	18:56:02	18:56:09	18:56:36	18:59:25	19:09:20	19:13:59	0:03:23
11/16/2014	1700 S OCEAN BLVD-LBTS	5:14:22	5:14:29	5:16:22	5:18:59	0:00:00	0:00:00	0:04:37

11/16/2014	1700 S OCEAN BLVD-LBTS	11:32:55	11:33:14	11:33:19	11:35:16	11:55:53	12:00:33	0:02:21
11/17/2014	2037 SE 16 CT-LBTS	1:51:44	1:51:57	1:52:00	1:56:12	0:00:00	0:00:00	0:04:28
11/17/2014	COMMERCIAL BLVD/ICW-LBTS	15:33:19	15:33:50	15:33:59	15:36:16	0:00:00	0:00:00	0:02:57
11/18/2014	3900 N OCEAN DR-LBTS	9:19:05	9:19:33	9:19:38	9:20:57	0:00:00	0:00:00	0:01:52
11/18/2014	222 COMMERCIAL BLVD-LBTS	12:39:55	12:40:06	12:40:26	12:42:46	12:53:46	13:00:36	0:02:51
11/18/2014	4629 POINCIANA ST-LBTS	13:37:23	13:37:44	13:37:58	13:39:49	0:00:00	0:00:00	0:02:26
11/18/2014	4660 N OCEAN DR-LBTS	15:13:55	15:14:24	15:15:10	15:15:13	15:23:41	15:35:19	0:01:18
11/18/2014	267 CAPRI AVE-LBTS	20:30:55	20:31:01	20:31:04	20:37:25	0:00:00	0:00:00	0:06:30
11/19/2014	2049 SE 15 CT-LBTS	23:07:40	23:07:47	23:08:18	23:13:16	0:00:00	0:00:00	0:05:36
11/20/2014	1480 S OCEAN BLVD-LBTS	10:09:32	10:09:43	10:09:47	10:09:49	0:00:00	0:00:00	0:00:17
11/21/2014	4900 N OCEAN DR-LBTS	13:18:30	13:19:08	13:19:13	13:20:48	0:00:00	0:00:00	0:02:18
11/21/2014	4900 N OCEAN DR-LBTS	15:32:32	15:32:54	15:34:31	15:34:34	0:00:00	0:00:00	0:02:02
11/21/2014	4612 N OCEAN DR-LBTS	19:27:37	19:27:47	19:29:58	19:32:36	19:55:47	19:55:50	0:04:59
11/21/2014	1800 S OCEAN BLVD-LBTS	20:59:54	21:00:26	21:00:28	21:02:47	21:21:54	21:27:19	0:02:53
11/21/2014	5200 N OCEAN BLVD-LBTS	22:33:10	22:33:20	22:33:37	22:35:38	0:00:00	0:00:00	0:02:28
11/22/2014	3240 SEAWARD DR-LBTS	17:06:06	17:06:25	17:06:31	17:10:35	17:23:22	17:37:56	0:04:29
11/22/2014	1600 S OCEAN BLVD-LBTS	22:24:18	22:24:27	22:24:30	22:28:50	22:50:17	23:01:41	0:04:32
11/23/2014	1 COMMERCIAL BLVD-LBTS	10:02:21	10:02:43	10:02:48	10:02:52	0:00:00	0:00:00	0:00:31
11/23/2014	4221 BOUGAINVILLE DR-LBTS	14:56:01	14:56:21	14:56:27	14:59:11	15:09:42	15:15:51	0:03:10
11/23/2014	4548 N OCEAN DR-LBTS	16:00:35	16:01:07	16:01:18	16:02:45	0:00:00	0:00:00	0:02:10
11/23/2014	4136 SEA GRAPE DR-LBTS	22:20:30	22:21:01	22:21:03	22:25:07	0:00:00	0:00:00	0:04:37
11/24/2014	4660 EL MAR DR-LBTS	18:51:43	18:51:50	18:51:52	18:54:31	0:00:00	0:00:00	0:02:48
11/25/2014	4323 BOUGAINVILLE DR-LBTS	18:25:21	18:25:29	18:25:56	18:28:25	0:00:00	0:00:00	0:03:04
11/25/2014	4346 E TRADEWINDS AVE-LBTS	18:48:18	18:48:32	18:48:43	18:49:42	19:05:15	19:10:38	0:01:24
11/26/2014	1431 S OCEAN BLVD-LBTS	12:06:07	12:06:36	12:06:40	12:08:57	12:19:21	12:26:23	0:02:50
11/27/2014	1541 S OCEAN BLVD-LBTS	2:16:30	2:16:37	2:17:12	2:21:40	0:00:00	0:00:00	0:05:10
11/27/2014	1480 S OCEAN BLVD-LBTS	10:45:02	10:45:16	10:45:22	10:47:54	0:00:00	0:00:00	0:02:52
11/27/2014	BEL AIR AVE/SAILFISH PL-LBTS	15:27:56	15:28:22	15:28:31	0:00:00	0:00:00	0:00:00	CXL
11/27/2014	4051 N OCEAN DR-LBTS	21:12:22	21:12:40	21:12:43	21:15:53	0:00:00	0:00:00	0:03:31
11/28/2014	5100 N OCEAN BLVD-LBTS	1:38:22	1:38:37	1:39:41	1:41:54	0:00:00	0:00:00	0:03:32
11/28/2014	276 LOMBARDY AVE-LBTS	2:18:27	2:18:33	2:19:31	2:22:14	2:31:48	2:35:05	0:03:47
11/28/2014	2000 S OCEAN BLVD-LBTS	5:42:00	5:42:09	5:43:17	0:00:00	0:00:00	0:00:00	CXL
11/28/2014	268 ALLENWOOD DR-LBTS	9:02:05	9:02:15	9:02:32	9:05:39	9:17:23	9:22:52	0:03:34
11/28/2014	1900 S OCEAN BLVD-LBTS	10:31:55	10:32:08	10:32:11	10:32:38	0:00:00	0:00:00	0:00:43
11/28/2014	4601 BOUGAINVILLE DR-LBTS	16:46:40	16:46:55	16:47:35	16:51:01	17:00:44	17:21:28	0:04:21
11/28/2014	4405 W TRADEWINDS AVE-LBTS	22:18:39	22:18:46	22:18:48	22:21:39	22:41:07	22:47:15	0:03:00
11/29/2014	222 NEPTUNE AVE-LBTS	9:04:54	9:05:06	9:05:24	9:08:12	0:00:00	0:00:00	0:03:18

11/29/2014	4501 BOUGAINVILLA DR-LBTS	20:16:22	20:16:29	20:16:39	20:18:35	0:00:00	0:00:00	0:02:13
11/29/2014	4001 N OCEAN DR-LBTS	21:53:27	21:53:40	21:54:22	21:56:40	22:10:35	22:29:02	0:03:13
11/30/2014	4504 BOUGAINVILLA DR-LBTS	12:52:13	12:52:48	12:52:55	12:54:11	13:04:56	13:14:20	0:01:58
					< 6 Min =			
					99%	AVE=		0:03:06



LAUDERDALE • BY • THE • SEA

Agenda Item Memorandum

LBTS Volunteer Fire Dept.

Department

Judson Hopping

Department Director

COMMISSION MEETING DATE - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> December 9 th – Regular Meeting 7:00 PM	December 3 rd

**Subject to Change*

- Presentation Reports Consent Ordinance
- Resolution Quasi-Judicial Old Business New Business

FY2014 – PART OF THE STRATEGIC PLAN

SUBJECT TITLE: Monthly Activity Report – November 2014

- EXHIBITS:** Chief's Overview
 Summary Report
 Active Members Roster
 Training Report
 Activity Report
 Unit Response Time



Lauderdale-By-The-Sea Volunteer Fire Department

Overview

During the month of November 2014, the Volunteer Fire Department attended the Broward County Fire Chief's association monthly meeting. The fire department also continued its focus on fire prevention for high-rise buildings and commercial properties. Twenty three multi-family structures, vacation homes, and commercial properties received their annual fire inspection; there were no re-inspections or complaints during the month of November.

Responses:

The Volunteer Fire Department responded to 31 fire rescue calls within the limits of our contract.

- Of the 31 fire rescue calls received, there were 17 fire alarms, 2 accident w/injuries, 1 marine fire, 1 surf rescue, 4 utility/electrical fires, 1 elevator rescue, and 5 classified as "other" fire.
- There were 77 emergency 911 medical calls for November 2014. The department was dispatched to 11 of those calls, of which 5 was cancelled by the Chief on Duty or Med12. The department assisted Med12 on 6 of the medical calls.

Training:

The Volunteer Fire Department has 25 regular in-town members and 20 associate out of town members for a total of 45 active members.

The fire department held 8 fire drills, 2 ocean rescue drills, 4 orientation P.O. training, and 17 fire inspections which consisted of the following:

- 664 Hrs – Fire fighter skills & Orientation/Performance Objectives – new members
- 26 Hrs – Ocean Rescue training
- 251.5 Hrs – Annual Pre-planning Fire inspection

A total of 941.5 hours were spent in the month of November on training.

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

Respectfully,

Judson Hopping,
Fire Chief



**Town of Lauderdale-By-The-Sea
Fire Department Monthly Report
November 2014**

	Regular In-town	Associate Out of Town
Active Member	25	20
Fire 1 non-certified	2	0
Fire 1 Certified	8	0
Fire II Certified	15	20
EMT-B (FL)	8	5
Paramedic (FL)	6	15

Emergency Calls

Fire/Rescue	31
Total Medical 911 calls	77
Medical calls V.F.D. Not Dispatched	66
Medical calls V.F.D. Dispatched	11
Medical calls Canceled by Chief/M12	5
Medical calls V.F.D. Assisted	6

Training

941.5 Total Hrs

Fire Drills & orientation training	12
Ocean Rescue Drills	2
Pre-Planning Fire Inspection training	17

Ocean Rescue Patrol

75.5 Total Hrs.

Beach 12	62.5 Hrs.
Beach 212	13 Hrs.

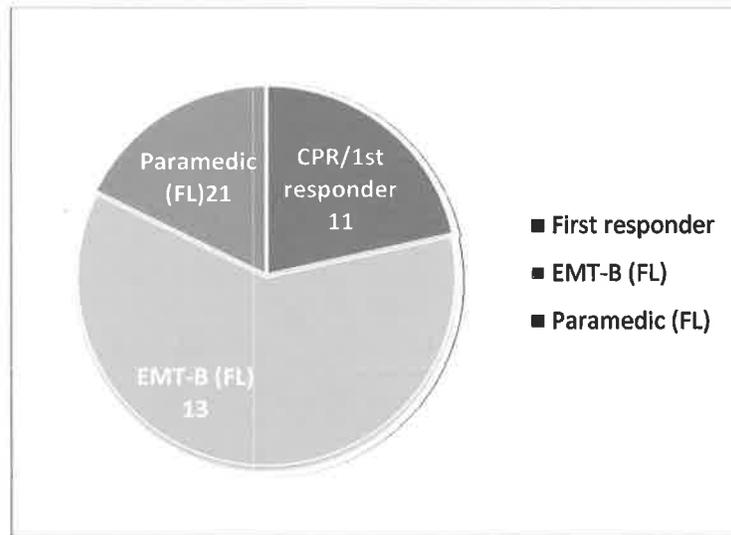
Station Watch/Community Service

2,583.5 + Total Hrs.

Firefighters	1,863.5+ Hrs.
Chief on Duty/Command	720 Hrs.

Item No. 7.c.

		Non Certified	FF I	FF II	CPR/1 st Responder	EMT-B	Paramedic
Regular	25	2	8	15	11	8	6
		0%	23%	12%	20%	10%	5%
		0	0	20	0	5	15
Associates	20	0%	0%	37%	2%	23%	11%
		Total	45	2	8	35	11



LBTS Volunteer Fire Department - November 2014, Active Roster

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Alvarez	Juan	5009	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	3
Angeles	Miko	90	Regular Member		Captain	Firefighter I	CPR for healthcare provider	22	35
Bacigalupi	James	730	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	16	27
Beltran	Yorgui	733	Regular Member	*	Lieutenant	Firefighter II-D/E	Paramedic (FL)	21	32
Boneta	Marisa	705	Regular Member		Firefighter	Firefighter I	CPR for healthcare provider	23	30
Boniello	Anthony	153	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	14	25
Bossle	Joshua	5008	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	7
Brody	Brandon	756	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	5
Buehrer	Ross	718	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	5
Chase	Gordon	110	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	19	41
Chavez	Daniel	585	Regular Member		Safety Officer	Firefighter II-D/E-Officer III	Paramedic (FL)	9	11
Coll	Ariel	751	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	1
Conn	Mark	004	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	16	25
Duskin	Michael	750	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	3	9
Evans	Melanie	746	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	4
Goyochea	Danilo	128	Regular Member		Lieutenant	Firefighter II	EMT-B (FL)	26	49
Herrera	Franklin	754	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	10
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E	EMT-B (FL)	11	19
Jenkins	Paul	157	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	0	0
Johnson	Kenneth	123	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	36	57
Kane	Mark	155	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	17	30
Karley	Robert	101	Regular Member	*	Firefighter	Firefighter II-D/E	CPR for healthcare provider	35	59
Lebron	Jenni	5006	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	7	10
Louvaris	Brittany	093	Regular Member		Firefighter	Firefighter II	EMT-B (FL)	17	23
Louvaris	John	078	Regular Member		Firefighter	Firefighter II-D/E - Officer I	CPR for healthcare provider	26	50
Louvaris, II	John	124	Regular Member		Firefighter	Firefighter I	EMT-B (FL)	22	32
McGirr	Ron	011	Regular Member	*	Battalion Chief	Firefighter I	CPR for healthcare provider	30	46

Last Name	First Name	LBTS FF No.	Membership	Town Resident	Rank	Fire Cert	EMS Certification	MTD Calls	YTD Calls
Michailiuk	Jonathan	089	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	0
Millar	Simon	5002	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	0
O'Donnell	Liam	158	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	12	18
Oramas	Angel	612	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	2	3
Padden	Joseph	012	Regular Member		Deputy Chief	Firefighter II-D/E	EMT-B (FL)	4	8
Paine	Riley	704	Associate Member		Firefighter	Firefighter II-D/E	Paramedic (FL)	8	14
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	EMT-B (FL)	8	16
Patterson	Michelle	531	Regular Member	*	Firefighter	Firefighter II - D/E	Paramedic (FL)	15	27
Renneisen	Adam	141	Regular Member		Firefighter	Firefighter II - D/E	Paramedic (FL)	22	31
Sands	Kristen	5011	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	4	4
Shulman	Joseph	138	Regular Member	*	Firefighter	Firefighter I - Officer II	Paramedic (FL)	0	1
Silverstone	Jim	25	Regular Member	*	Firefighter	Firefighter II	CPR for healthcare provider	7	13
Sio	David	758	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	1	4
Suriano	Max	542	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	6
Valentine	Alfredo	150	Regular Member		Firefighter	Firefighter II	Paramedic (FL)	5	15
Walde	Richard	741	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	2	6
Wohlitka	Charles	5001	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	7
Zapata	Anthony	5013	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	9	9

**Lauderdale By-The-Sea Volunteer Fire Department
Training Report - November 2014**

Training Hours Breakdown	Hours
Fire Fighter Drills & Orientation/P.O.'s of new members	664
Ocean Rescue Training	26
Pre-Planning Fire Inspections	251.5
Total	941.5

Monthly Activity Report - November 2014

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
01-Nov-14	1672 Bel Air Avenue	Electrical/utility fire	2:23:00 PM	2:43:00 PM	11
04-Nov-14	279 Codrington Drive	Other fire - flowing hydrant	6:41:00 PM	6:49:00 PM	9
06-Nov-14	1 Commercial Blvd.	Utility/Electrical fire	9:14:00 AM	9:59:00 AM	7
06-Nov-14	255 Commercial Blvd.	Accident w/Injuries	3:04:00 PM	3:15:00 PM	11
06-Nov-14	4644 El Mar Drive	Other fire - water shooting in air	11:47:00 PM	11:57:00 PM	11
08-Nov-14	239 Codrington Drive	Other fire - leaking toilet	10:14:00 PM	10:24:00 PM	13
08-Nov-14	4660 N. Ocean Drive	Elevator rescue	10:21:00 PM	10:24:00 PM	13
09-Nov-14	N. Ocean Drive & Palm	Electrical/Utility fire	9:56:00 AM	10:10:00 AM	18
13-Nov-14	4117 Bougainvilla Drive	Fire Alarm	11:15:00 AM	11:57:00 AM	12
14-Nov-14	1800 S. Ocean Blvd.	Fire Alarm	6:30:00 AM	6:42:00 AM	12
14-Nov-14	5200 N. Ocean Drive	Fire Alarm	11:31:00 AM	11:49:00 AM	9
15-Nov-14	4660 El Mar Drive	Boat marine accident	11:09:00 AM	2:19:00 PM	16
15-Nov-14	1431 South Ocean Blvd.	Other fire	6:11:00 PM	6:26:00 PM	12
17-Nov-14	Commercial & ICW	Drowning	3:27:00 PM	3:58:00 PM	15
18-Nov-14	4660 El Mar Drive	Fire Alarm	2:42:00 AM	2:57:00 AM	11
18-Nov-14	1440 South Ocean Blvd.	Fire Alarm	8:12:00 PM	8:38:00 PM	20
19-Nov-14	4573 W. Tradewinds Ave	Fire Alarm	8:59:00 PM	9:07:00 PM	12
21-Nov-14	2380 South Terra Mar	Fire/medical - animal rescue	10:04:00 AM	10:42:00 AM	10
21-Nov-14	4013 North Ocean Blvd.	Fire alarm	4:01:00 PM	4:21:00 PM	10
21-Nov-14	5000 N. Ocean Blvd.	Fire alarm	7:18:00 PM	8:21:00 PM	18
22-Nov-14	4660 El Mar Drive	Fire alarm	9:45:00 AM	9:52:00 AM	15
22-Nov-14	1800 South Ocean Blvd.	Fire alarm	3:44:00 PM	3:57:00 PM	12
23-Nov-14	6002 North Ocean Drive	Fire alarm	1:07:00 PM	1:19:00 PM	15
24-Nov-14	5100 North Ocean Dr.	Fire alarm	9:12:00 PM	10:20:00 PM	23
25-Nov-14	4323 Bougainvilla Drive	Accident w/Injuries	6:23:00 PM	7:13:00 PM	18
25-Nov-14	4660 El Mar Drive	Fire alarm	8:24:00 PM	8:34:00 PM	20
26-Nov-14	1440 South Ocean Blvd.	Fire alarm	3:52:00 PM	4:11:00 PM	11
26-Nov-14	1600 South Ocean Blvd.	Fire Alarm	6:10:00 PM	6:32:00 PM	11
29-Nov-14	222 Neptune Avenue	Fire other - forcible entry	9:04:00 AM	10:56:00 AM	19
29-Nov-14	4660 N. Ocean Drive	Fire alarm	9:09:00 AM	9:16:00 AM	19
29-Nov-14	4660 El Mar Drive	Fire alarm	12:18:00 PM	12:28:00 PM	16

Total Calls 31

Date	1st Responder Calls	Event Description	Start Time	End Time	No. of FF
02-Nov-14	El Mar Drive	medical, BP12 assisted M12, E12 not paged out	12:06:00 PM	12:49:00 PM	4
02-Nov-14	El Mar Drive	medical, E12 assisted M12	1:28:00 PM	2:23:00 PM	7
09-Nov-14	North Ocean Drive	medical, B12 assisted M12	4:15:00 PM	4:36:00 PM	6
09-Nov-14	South Ocean Blvd.	medical, E12 canceled by M12	5:40:00 PM	6:00:00 PM	6
14-Nov-14	SeaWard Drive	medical, SQ12 assisted M12	6:39:00 AM	6:52:00 AM	12
18-Nov-14	North Ocean Drive	medical, E12 canceled by M12	9:18:00 AM	10:35:00 AM	9
18-Nov-14	North Ocean Drive	medical, E12 assisted M12	3:12:00 PM	4:02:00 PM	7
21-Nov-14	North Ocean	medical, cleared by M12	1:17:00 PM	1:40:00 PM	9
28-Nov-14	South Ocean Blvd.	medical, E12 canceled by M12	10:30:00 AM	10:32:00 PM	3
29-Nov-14	Bougainvilla Drive	medical, walk-up	8:15:00 PM	8:20:00 PM	9
30-Nov-14	Waters Edge	medical, E12 canceled by M12	1:20:00 PM	12:28:00 PM	9

Total Calls 11

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
01-Nov-14	Station 12	Facility maintenance	9:00:00 AM	1:00:00 PM	5
03-Nov-14	4900 N. Ocean Drive	Pre-planning fire inspection @ Sea Ranch	10:00:00 AM	1:00:00 PM	6
03-Nov-14	Station 12	Highrise evolutions, engine company & truck ops	6:00:00 PM	10:00:00 PM	7
04-Nov-14	4050 North Ocean Drive	Pre-planning fire inspection @ Caribe Co-Op.	10:00:00 AM	1:00:00 PM	5
05-Nov-14	5000 N. Ocean Drive	Pre-planning fire inspection @ Sea Ranch Bldg. B	10:00:00 AM	12:00:00 PM	5
06-Nov-14	5100 North Ocean Drive	Pre-planning fire inspection @Sea Ranch Bldg. A.	10:00:00 AM	1:00:00 PM	5
06-Nov-14	Commercial & El Mar	Speed lays & ladder ops	6:00:00 PM	10:00:00 PM	10
07-Nov-14	5200 North Ocean Drive	Pre-planning fire inspection @Sea Ranch Bldg.	10:00:00 AM	1:30:00 PM	4
08-Nov-14	Beach	Jet ski ops	9:00:00 AM	12:00:00 PM	4
10-Nov-14	6000 North Ocean Drive	Pre-planning fire inspection @Starlight Towers Condo	10:00:00 AM	12:30:00 PM	6
12-Nov-14	6002 North Ocean Drive	Pre-planning fire inspection @ SeaWatch Restaurant	10:00:00 AM	11:30:00 AM	5
13-Nov-14	1750 South Ocean Blvd.	Pre-planning fire inspection @ Jade Beach East Condo	10:00:00 AM	11:00:00 AM	4
13-Nov-14	Station 12	Engine company ops	6:00:00 PM	10:00:00 PM	8
14-Nov-14	1770 South Ocean Blvd.	Pre-planning fire inspection @ Ocean Sound Condo	10:00:00 AM	12:30:00 PM	5
14-Nov-14	4050 North Ocean	Pre-planning re-inspection of Caribe Condo	12:30:00 PM	2:00:00 PM	5
15-Nov-14	Station 12	Search n rescue	9:00:00 AM	12:00:00 PM	8
17-Nov-14	1430 South Ocean Drive	Pre-planning fire inspection @ Cristelle Condo	10:00:00 AM	12:00:00 PM	6
17-Nov-14	4629 Poinciana	Highrise ops, ladders, hose ops & portable standpipe	6:00:00 PM	10:00:00 PM	10
18-Nov-14	1600 South Ocean	Pre-planning fire inspection @ Aquazul Condo	10:00:00 AM	1:00:00 PM	6
18-Nov-14	Administrative office	Orientation - new recruits SOP's	5:00:00 PM	10:30:00 PM	19
19-Nov-14	1440 South Ocean Blvd.	Pre-planning fire inspection @ Corniche Condo	10:00:00 AM	1:00:00 PM	5
20-Nov-14	1800 South Ocean Blvd.	Pre-planning fire inspection @The Hampton Beach Club	10:00:00 AM	2:00:00 PM	8
20-Nov-14	Station 12	HazMat - engine company ops	6:00:00 PM	10:00:00 PM	14
21-Nov-14	1620 South Ocean Blvd.	Pre-planning fire inspection @ Ocean Colony Condo	10:00:00 AM	1:30:00 PM	6
22-Nov-14	Station	video - rip currents & water rescues	9:00:00 AM	11:00:00 AM	7
24-Nov-14	4636 El Mar Drive	Pre-planning fire inspection @ The Residence Condo	10:00:00 AM	11:00:00 AM	5
24-Nov-14	222 Comm. Blvd., #105	Fire system permit inspection - Pump Sushi	11:30:00 AM	12:30:00 PM	7
24-Nov-14	Station 12	D/E driving, hose lays & extrication/equipment familiarization.	6:00:00 PM	10:00:00 PM	14
25-Nov-14	1530 South Ocean Blvd.	Pre-planning fire inspection @ Ocean East Condo	10:00:00 AM	11:45:00 AM	6
25-Nov-14	Station 12	New recruits orientation: SCBA/PPE	6:00:00 PM	10:00:00 PM	16
26-Nov-14	1900 South Ocean Blvd.	Pre-planning fire inspection @ Ocean Place Condo	10:00:00 AM	12:30:00 PM	5
26-Nov-14	Station 12	New recruits orientation: PPE/SCBA	6:00:00 PM	9:30:00 PM	9
29-Nov-14	4116 N. Ocean Drive	New recruits orientation: Ladders, ropes/knots, tools, forcible entry & ventilation.	9:00:00 AM	5:00:00 PM	20

Date	Ocean Rescue Patrol	Event Description	Start Time	End Time	No. of FF
01-Nov-14	Beach	ocean rescue patrol	12:30:00 PM	4:30:00 PM	2
02-Nov-14	Beach	ocean rescue patrol	10:30:00 AM	2:30:00 PM	1
02-Nov-14	Beach	ocean rescue patrol	11:00:00 AM	3:00:00 PM	2
11-Nov-14	Beach	ocean rescue patrol - Veterans Day	12:30:00 PM	3:30:00 PM	1
12-Nov-14	Beach	ocean rescue patrol	10:45:00 AM	1:45:00 PM	1
14-Nov-14	Beach	ocean rescue patrol	3:00:00 PM	4:00:00 PM	2
15-Nov-14	Beach	ocean rescue patrol & trng	12:00:00 PM	3:00:00 PM	2
15-Nov-14	Beach	ocean rescue patrol	3:00:00 PM	4:30:00 PM	2
16-Nov-14	Beach	ocean rescue patrol	10:30:00 AM	3:30:00 PM	2
16-Nov-14	Beach	ocean rescue patrol	1:00:00 PM	3:30:00 PM	2
22-Nov-14	Beach	ocean rescue patrol	1:00:00 PM	4:00:00 PM	2
23-Nov-14	Beach	ocean rescue patrol	11:30:00 AM	3:00:00 PM	2
30-Nov-14	Beach	ocean rescue patrol	10:30:00 AM	3:15:00 PM	2

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

Unit Response Time 3-Month Average

November

Apparatus	Engine 12	Engine 212	Squirt 12	Deputy12	Batt. Chief12
Call Count	40	4	16	0	42
Response Time	0:04:51	0:01:30	0:05:02	0:00:00	0:03:09

Average response time for first engine out : 4:40

October

Apparatus	Engine 12	Engine 212	Squirt 12	Deputy 12	Batt. Chief12
Call Count	31	6	0	0	36
Response Time	0:04:36	0:02:33	0:00:00	0:00:00	0:03:27

* correction

Average response time for first engine out : 4:16

September

Apparatus	Engine 12	Engine 212	Squirt 12	Deputy 12	Batt Chief12
Call Count	30	2	8	0	31
Response Time	0:05:56	0:01:28	0:07:05	0:00:00	0:03:16

Average response time for first engine out : 4:02



Agenda Item Memorandum

Administration

Connie Hoffmann

Department

Department Director

COMMISSION MEETING DATE - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> December 9, 2014 – Regular Meeting 7:00 PM	

***Subject to Change**

- | | | | |
|---------------------------------------|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input checked="" type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

FY2014 – PART OF THE STRATEGIC PLAN:

SUBJECT TITLE: TOWN MANAGER REPORT

EXPLANATION:

Sun Trolley

Thanks to the continuing efforts of Commissioner Brown and MPO Executive Director Greg Stuart, the Sun Trolley Executive Board has directed their staff to work quickly on extending one of their routes to Lauderdale-by-the-Sea. The tentative route would have the Galt Link Trolley Line come up the Galt Ocean Mile to El Mar Drive, then return south on A1A at Palm Avenue. Ridership on the trolley is free. This is wonderful for our Town because it gives us access to the population of the Galt Ocean Mile to come right to downtown LBTS without needing to get in their car and find a parking space. Sun Trolley is a non-profit that relies on a variety of organizations for funding, including the City of Fort Lauderdale. They may request a contribution from the Town towards their operating costs, but that has not yet been determined yet. We should know more in January.

The Sun Trolley folks have also offered to include the Pelican Hopper in their location tracking application for a cost to the Town of approximately \$2,000. This will enable someone waiting for the Hopper to know where it is in the route and approximately how long before it gets to their stop. We have been waiting for the County to provide that service, but we believe it could be several years before they install it on community buses, so we think it makes sense to proceed with the Sun Trolley's app offer.

Town Manager Evaluation

Only two Commissioners handed in their evaluation of my performance by agenda Friday and the agenda is full anyway, so we have rescheduled the evaluation to the first meeting in January.

Concrete Pole in Front of Oriana

FP&L has given us a preliminary estimate of \$35,000 plus a 10% contingency to replace the new concrete pole with a self-stabilizing concrete pole and move it a bit to the south. They are not, certain, however if there are utility conflicts that will make it impossible to move the pole. It has to be set quite deeply into the ground.

That cost does not include the costs that Comcast and AT&T will charge to move their equipment. WE are awaiting estimates of their costs.

Before we bring this back to the Commission for direction, we will be asking the Oriana homeowners association if they are willing to pay half of the cost, as was suggested from the dais. We think this is important, as FP&L is placing concrete poles throughout the Town and we expect additional requests to move them if we move one.

EXHIBITS: none

Reviewed by Town Attorney

Yes No



Agenda Item Memorandum

Finance

Department

Tony Bryan

Department Director

COMMISSION MEETING DATE

<input checked="" type="checkbox"/> December 9, 2014 – Regular Meeting 7:00 PM
--

**Subject to Change*

- | | | | |
|---------------------------------------|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input checked="" type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

FY2014 – PART OF THE STRATEGIC PLAN

SUBJECT TITLE: October 2014 Finance Report

EXHIBITS:

1. Memo dated December 4, 2014 from Finance Director
2. Revenue Expenditure Report



Town of
LAUDERDALE-BY-THE-SEA

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

Date: December 4, 2014
To: Town Commission
Via: Constance Hoffmann, Town Manager
From: Tony Bryan, Finance Director
Subject: October Finance Report

Attached please find the October 2014 financial report. At the end of October we were 8% through the fiscal year. We haven't finished updating the Budget to Actual Report spreadsheet so it will not be provided this month but we expect to issue it along with the November Finance Report.

Following is a summary of the operating results through October.

Fund	Annual Budget	YTD Revenues		YTD Expenditures		Net Amount
		Amount	% of Budget	Amount	% of Budget	
General Fund	12,393,499	137,573	1.11%	765,018	6.17%	-627,445
Police Fund	161,500	0	0.00%	50,670	31.37%	-50,670
Sewer Fund	1,181,300	0	0.00%	52,047	4.41%	-52,047
Fire Fund	1,114,735	3,872	0.35%	65,895	5.91%	-62,023
Capital Fund	2,232,227	0	0.00%	219,677	9.84%	-219,677
Parking Fund	1,362,500	172,546	12.66%	16,848	1.24%	155,698
Grand Total	18,445,761	313,991	1.70%	1,170,155	6.34%	-856,164

Notable items this month:

General Fund Revenues

- As was the case last year, the Town did not receive any property tax revenues in October. On November 21 we received the first property tax distribution of the new fiscal year in the amount of \$1,071,175. This tax distribution will be reflected on the next monthly Finance Report. Additionally, due to the fact that most revenue items are received one month in arrears, most of the October receipts were applied to the 2013-2014 fiscal year. Therefore, despite the fact that the summary report presented above, shows that General Fund expenditures exceed revenues by approximately \$627,000, this is actually consistent with our expectations.
- Building permit revenues for the month were robust and totaled \$68,874.
- During October we collected code enforcement fines from various property owners totaling \$23,510.



Town of
LAUDERDALE-BY-THE-SEA

4501 Ocean Drive, Lauderdale-by-the-Sea, Florida 33308-3610
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General Fund Expenditures

- The Town Attorney's bill normally appears on the financial report in the month after the work is performed (e.g., the October bill is paid in November and appears on the November Finance Report). The October bill which totaled, \$48,199, included \$19,482 of costs associated with defending the Town's interests in various lawsuits. As a result, the total amount billed was approximately 70% more than the budget for the month (assuming uniform monthly billings).

Police Fund

- We made our first scheduled payment to Safeware in October (\$50,670) upon physical receipt of the ALPR cameras.

Sewer Fund

- Sewer revenues are received one month in arrears. Therefore, the payment that was received from Fort Lauderdale in October was applied to fiscal year 2013-2014.
- The October sewer billing from Pompano was in line with expectations.

Fire Fund

- As was the case last year, the Town did not receive any fire assessment fee revenues in October. The first fire assessment fee distribution of the new fiscal year was received in late November and will be reflected in the November Finance Report.

Parking Fund

- Parking revenues for the month were robust and exceeded our expectations.

Capital Fund

- The total budgeted transfer from General Fund to the Capital Fund for the year is \$1,630,227. We intend to make quarterly transfers of \$407,556.75 starting in December but we will monitor the cash balances to determine if we need to make the transfers sooner.
- During the month there were significant expenditures associated with the Bel Air drainage (\$145,000) and the Commercial Boulevard Median Modification project (\$65,674).

Please let me know if you have any questions or would like additional information.

REVENUE/EXPENDITURE REPORT

Item No. 8.b.

12/3/2014
11:45 am

Town of Lauderdale by the Sea

For the Period: 10/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	1,495,769.00	1,495,769.00	0.00	0.00	0.00	1,495,769.00	0.0
380.206 Appropriated FB - Vehicle Res	60,014.00	60,014.00	0.00	0.00	0.00	60,014.00	0.0
Appropriated Fund Balance	1,555,783.00	1,555,783.00	0.00	0.00	0.00	1,555,783.00	0.0
Dept: 301.000 Ad Valorem Property Taxes							
311.100 Ad Valorem Property Taxes	6,980,417.00	6,980,417.00	0.00	0.00	0.00	6,980,417.00	0.0
Ad Valorem Property Taxes	6,980,417.00	6,980,417.00	0.00	0.00	0.00	6,980,417.00	0.0
Dept: 301.100 Utility Taxes							
311.101 FPL Utility Tax	780,000.00	780,000.00	0.00	0.00	0.00	780,000.00	0.0
311.440 Gas Utility Tax	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.0
314.300 Water Utility Tax	140,000.00	140,000.00	4,904.79	4,904.79	0.00	135,095.21	3.5
Utility Taxes	934,000.00	934,000.00	4,904.79	4,904.79	0.00	929,095.21	0.5
Dept: 301.600 Franchise Taxes							
313.100 FI Power & Light Franchise	570,000.00	570,000.00	0.00	0.00	0.00	570,000.00	0.0
313.300 Waste Franchise Collection	67,000.00	67,000.00	0.00	0.00	0.00	67,000.00	0.0
313.301 Waste Franchise Adm-Fee	24,000.00	24,000.00	0.00	0.00	0.00	24,000.00	0.0
313.400 Gas Franchise	27,000.00	27,000.00	0.00	0.00	0.00	27,000.00	0.0
313.600 Towing Franchise Fees	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00	0.0
Franchise Taxes	689,100.00	689,100.00	0.00	0.00	0.00	689,100.00	0.0
Dept: 302.000 Licenses & Permits							
321.100 Business License Taxes	62,000.00	62,000.00	9,079.97	9,079.97	0.00	52,920.03	14.6
321.110 Sidewalk Cafe ROW	33,000.00	33,000.00	175.00	175.00	0.00	32,825.00	0.5
322.100 Building Permits	675,000.00	675,000.00	66,874.29	66,874.29	0.00	608,125.71	9.9
322.105 Fire Review Fees	9,000.00	9,000.00	800.00	800.00	0.00	8,200.00	8.9
322.250 Zoning Permit & Fees	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
322.400 Sign Permits	4,000.00	4,000.00	140.00	140.00	0.00	3,860.00	3.5
Licenses & Permits	785,000.00	785,000.00	77,069.26	77,069.26	0.00	707,930.74	9.8
Dept: 303.000 Intergovernmental Revenues							
311.120 Municipal Revenue Sharing	137,911.00	137,911.00	10,725.27	10,725.27	0.00	127,185.73	7.8
311.150 Alcoholic Beverage License	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
311.180 Sales Tax	393,931.00	393,931.00	0.00	0.00	0.00	393,931.00	0.0
312.405 Local Op Gas Tax 1 - 6 cent	62,702.00	62,702.00	0.00	0.00	0.00	62,702.00	0.0
312.410 Local Op Gas Tax 1 - 5 cent	45,180.00	45,180.00	0.00	0.00	0.00	45,180.00	0.0
315.100 Communication Service Tax	362,405.00	362,405.00	0.00	0.00	0.00	362,405.00	0.0
334.910 BCC-Senior Center Grant	16,462.00	16,462.00	0.00	0.00	0.00	16,462.00	0.0
334.914 BCC-Transporation Grant	51,350.00	51,350.00	0.00	0.00	0.00	51,350.00	0.0
334.915 FDOT-Reimbursable Grant	13,258.00	13,258.00	0.00	0.00	0.00	13,258.00	0.0
343.400 Recycling Revenue	28,000.00	28,000.00	0.00	0.00	0.00	28,000.00	0.0
Intergovernmental Revenues	1,119,199.00	1,119,199.00	10,725.27	10,725.27	0.00	1,108,473.73	1.0
Dept: 304.000 Charges for Services							
343.902 Site Plan Application Fees	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
347.500 Tennis - Shuffle Key	8,600.00	8,600.00	2,948.22	2,948.22	0.00	5,651.78	34.3
Charges for Services	10,600.00	10,600.00	2,948.22	2,948.22	0.00	7,651.78	27.8
Dept: 305.000 Fines & Forfeitures							
354.150 Fines, Traffic Violation, Citatio	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
354.160 Code Enforcement Fines	90,000.00	90,000.00	23,060.00	23,060.00	0.00	66,940.00	25.6
359.100 Other Fines & Alarms	11,000.00	11,000.00	4.00	4.00	0.00	10,996.00	0.0
Fines & Forfeitures	136,000.00	136,000.00	23,064.00	23,064.00	0.00	112,936.00	17.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	20,000.00	20,000.00	20.58	20.58	0.00	19,979.42	0.1
361.105 Interest - Emergency Reserve	2,000.00	2,000.00	9.98	9.98	0.00	1,990.02	0.5
362.000 Rent/Lease Royalties	55,000.00	55,000.00	4,978.95	4,978.95	0.00	50,021.05	9.1
366.100 Donations	8,000.00	8,000.00	9,650.00	9,650.00	0.00	-1,650.00	120.6

REVENUE/EXPENDITURE REPORT

Item No. 8.b.

12/9/2014
11:45 am

Town of Lauderdale by the Sea

For the Period: 10/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Revenues							
Dept: 306.000 Miscellaneous Revenues							
369.100 Miscellaneous Revenues	60,000.00	60,000.00	2,562.04	2,562.04	0.00	57,437.96	4.3
369.200 Miscellaneous Applications	7,000.00	7,000.00	1,500.00	1,500.00	0.00	5,500.00	21.4
369.201 Miscellaneous MerchandiseSales	1,800.00	1,800.00	105.00	105.00	0.00	1,695.00	5.8
369.250 Recreational Activities Fee	1,500.00	1,500.00	35.00	35.00	0.00	1,465.00	2.3
369.500 Miscellaneous Lobbyist	600.00	600.00	0.00	0.00	0.00	600.00	0.0
369.901 Insurance Reimbursement	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
Miscellaneous Revenues	163,400.00	163,400.00	18,861.55	18,861.55	0.00	144,538.45	11.5
Dept: 581.100 Interfund Transfers							
380.115 Transfer from Fire - OH Costs	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Interfund Transfers	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Revenues	12,393,499.00	12,393,499.00	137,573.09	137,573.09	0.00	12,255,925.91	1.1
Expenditures							
Dept: 511.000 Commission							
500.110 Commission Salaries	59,091.00	59,091.00	4,091.43	4,091.43	0.00	54,999.57	6.9
500.210 Employer FICA Taxes	4,520.00	4,520.00	271.40	271.40	0.00	4,248.60	6.0
500.220 Retirement	21,320.00	21,320.00	0.00	0.00	0.00	21,320.00	0.0
500.230 Group Insurance	15,432.00	15,432.00	1,008.46	1,008.46	0.00	14,423.54	6.5
500.345 Contractual Services	4,000.00	4,000.00	150.00	150.00	0.00	3,850.00	3.8
500.510 Office Supplies	600.00	600.00	0.00	0.00	0.00	600.00	0.0
500.540 Dues & Subscriptions	2,000.00	2,000.00	1,538.00	1,538.00	0.00	462.00	76.9
500.545 Training	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.550 Operating Expenses	3,900.00	3,900.00	74.40	74.40	0.00	3,825.60	1.9
500.640 Capital Outlay - Equipt & Mach	2,000.00	2,000.00	0.00	0.00	3,835.00	-1,835.00	191.8
Commission	115,863.00	115,863.00	7,133.69	7,133.69	3,835.00	104,894.31	9.5
Dept: 511.100 Donation-Non Profits							
500.820 Donations-Aids to Private Org	20,520.00	20,520.00	3,500.00	3,500.00	0.00	17,020.00	17.1
Donation-Non Profits	20,520.00	20,520.00	3,500.00	3,500.00	0.00	17,020.00	17.1
Dept: 511.200 Chamber/Facility							
500.120 Regular Salaries	10,348.00	10,348.00	0.00	0.00	0.00	10,348.00	0.0
500.210 Employer FICA Taxes	792.00	792.00	0.00	0.00	0.00	792.00	0.0
500.220 Retirement	730.00	730.00	0.00	0.00	0.00	730.00	0.0
500.230 Group Insurance	3,150.00	3,150.00	200.95	200.95	0.00	2,949.05	6.4
500.340 Sewer/Wastewater	2,000.00	2,000.00	122.28	122.28	0.00	1,877.72	6.1
500.345 Contractual Services	26,340.00	26,340.00	0.00	0.00	0.00	26,340.00	0.0
500.430 Electric Service	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.0
500.431 Water Service	2,500.00	2,500.00	117.56	117.56	0.00	2,382.44	4.7
500.520 Bldg. Maintenance	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
Chamber/Facility	51,060.00	51,060.00	440.79	440.79	0.00	50,619.21	0.9
Dept: 513.000 Administration							
500.120 Regular Salaries	599,805.00	599,805.00	40,862.88	40,862.88	0.00	558,942.12	6.8
500.140 Overtime Salaries	1,500.00	1,500.00	322.37	322.37	0.00	1,177.63	21.5
500.210 Employer FICA Taxes	42,544.00	42,544.00	2,439.63	2,439.63	0.00	40,104.37	5.7
500.220 Retirement	92,040.00	92,040.00	234.81	234.81	0.00	91,805.19	0.3
500.230 Group Insurance	82,676.00	82,676.00	9,723.16	9,723.16	0.00	72,952.84	11.8
500.315 Professional Services	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.320 Audit Expense	32,000.00	32,000.00	0.00	0.00	0.00	32,000.00	0.0
500.344 HR Expenses	1,800.00	1,800.00	215.00	215.00	0.00	1,585.00	11.9
500.345 Contractual Services	24,500.00	24,500.00	1,069.65	1,069.65	0.00	23,430.35	4.4
500.463 Service Maintenance Contracts	14,000.00	14,000.00	4,168.48	4,168.48	0.00	9,831.52	29.8
500.506 Printing & Binding	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	0.0
500.508 Postage	4,500.00	4,500.00	852.71	852.71	0.00	3,647.29	18.9
500.510 Office Supplies	5,000.00	5,000.00	379.60	379.60	0.00	4,620.40	7.6
500.540 Dues & Subscriptions	2,010.00	2,010.00	415.00	415.00	0.00	1,595.00	20.6
500.545 Training	5,000.00	5,000.00	218.50	218.50	0.00	4,781.50	4.4

REVENUE/EXPENDITURE REPORT

Item No. 8.b.

12/3/2014
11:45 am

Town of Lauderdale by the Sea

For the Period: 10/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Dept: 513.000 Administration							
500.550 Operating Expenses	7,000.00	7,000.00	8.96	8.96	0.00	6,991.04	0.1
500.640 Capital Outlay - Equip & Mach	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
Administration	931,875.00	931,875.00	60,910.75	60,910.75	0.00	870,964.25	6.5
Dept: 514.000 Town Attorney							
500.310 Legal Expense	255,000.00	255,000.00	0.00	0.00	0.00	255,000.00	0.0
500.314 Litigation	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	0.0
500.319 Ethics Research, Training & Op	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
Town Attorney	338,000.00	338,000.00	0.00	0.00	0.00	338,000.00	0.0
Dept: 519.000 General							
500.120 Regular Salaries	120,529.00	120,529.00	13,426.47	13,426.47	0.00	107,102.53	11.1
500.210 Employer FICA Taxes	9,058.00	9,058.00	1,027.13	1,027.13	0.00	8,030.87	11.3
500.220 Retirement	15,726.00	15,726.00	236.71	236.71	0.00	15,489.29	1.5
500.230 Group Insurance	8,692.00	8,692.00	933.32	933.32	0.00	7,758.68	10.7
500.250 Unemployment Compensation	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.311 Advertisements	8,000.00	8,000.00	1,188.30	1,188.30	0.00	6,811.70	14.9
500.313 Legal Exp- Other Issues	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.315 Professional Services	75,000.00	75,000.00	3,100.00	3,100.00	0.00	71,900.00	4.1
500.345 Contractual Services	6,000.00	6,000.00	650.00	650.00	0.00	5,350.00	10.8
500.349 BusTransportation Contract	51,350.00	51,350.00	10,674.30	10,674.30	0.00	40,675.70	20.8
500.451 Auto, Property & Liability Ins	203,000.00	203,000.00	66,266.85	66,266.85	0.00	136,733.15	32.6
500.452 Workers Compensation Insur	35,000.00	35,000.00	8,745.01	8,745.01	0.00	26,254.99	25.0
500.463 Service Maintenance Contracts	13,500.00	13,500.00	4,762.13	4,762.13	0.00	8,737.87	35.3
500.497 Contingency	207,453.00	179,303.00	0.00	0.00	0.00	179,303.00	0.0
500.506 Printing & Binding	13,000.00	13,000.00	1,692.00	1,692.00	0.00	11,308.00	13.0
500.508 Postage	3,000.00	3,000.00	500.00	500.00	0.00	2,500.00	16.7
500.511 Computer Expense	40,000.00	40,000.00	3,032.44	3,032.44	0.00	36,967.56	7.6
500.540 Dues & Subscriptions	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.0
500.550 Operating Expenses	5,300.00	5,300.00	201.30	201.30	0.00	5,098.70	3.8
500.552 Recycling and Solid Waste Exp	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
500.556 Bus Grant Matching Funds	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	0.0
500.640 Capital Outlay - Equip & Mach	10,000.00	10,000.00	5,349.99	5,349.99	0.00	4,650.01	53.5
General	941,808.00	913,658.00	121,785.95	121,785.95	0.00	791,872.05	13.3
Dept: 519.100 Business Dev & Marketing							
500.311 Advertisements	64,000.00	64,000.00	3,999.00	3,999.00	0.00	60,001.00	6.2
500.315 Professional Services	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.0
500.345 Contractual Services	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.0
500.495 Special Events	23,000.00	23,000.00	0.00	0.00	0.00	23,000.00	0.0
500.506 Printing & Binding	6,000.00	6,000.00	169.00	169.00	0.00	5,831.00	2.8
500.508 Postage	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.540 Dues & Subscriptions	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.550 Operating Expenses	20,000.00	20,000.00	63.00	63.00	0.00	19,937.00	0.3
500.630 Cap Outlay Imp other than bldg	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
Business Dev & Marketing	190,000.00	190,000.00	4,231.00	4,231.00	0.00	185,769.00	2.2
Dept: 521.000 Police Department							
500.345 Contractual Services	3,851,095.00	3,851,095.00	320,678.74	320,678.74	0.00	3,530,416.26	8.3
500.352 Contract Services	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
500.354 FDLE Crime Suppression	1,038.00	1,038.00	0.00	0.00	0.00	1,038.00	0.0
500.460 Equipment Maintenance	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.520 Bldg. Maintenance	0.00	0.00	800.00	800.00	0.00	-800.00	0.0
500.624 Capital Outlay-Bldg. Improvemt	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
500.640 Capital Outlay - Equip & Mach	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
Police Department	3,875,633.00	3,875,633.00	321,478.74	321,478.74	0.00	3,554,154.26	8.3
Dept: 523.000 Emergency Medical Services							
500.345 Contractual Services	753,659.00	753,659.00	62,805.00	62,805.00	0.00	690,854.00	8.3
500.624 Capital Outlay-Bldg. Improvemt	1,000.00	1,000.00	93.50	93.50	0.00	906.50	9.4

REVENUE/EXPENDITURE REPORT

Item No. 8.b.

12/3/2014
11:45 am

Town of Lauderdale by the Sea

For the Period: 10/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Emergency Medical Services	754,659.00	754,659.00	62,898.50	62,898.50	0.00	691,760.50	8.3
Dept: 524.000 Development Services							
500.120 Regular Salaries	208,152.00	208,152.00	10,801.17	10,801.17	0.00	197,350.83	5.2
500.121 Temporary Salaries/ Interns	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
500.140 Overtime Salaries	1,500.00	1,500.00	331.93	331.93	0.00	1,168.07	22.1
500.210 Employer FICA Taxes	15,968.00	15,968.00	793.83	793.83	0.00	15,174.17	5.0
500.220 Retirement	29,302.00	29,302.00	236.71	236.71	0.00	29,065.29	0.8
500.230 Group Insurance	32,388.00	32,388.00	2,398.39	2,398.39	0.00	29,989.61	7.4
500.315 Professional Services	97,000.00	97,000.00	225.00	225.00	0.00	96,775.00	0.2
500.345 Contractual Services	247,900.00	247,900.00	875.00	875.00	0.00	247,025.00	0.4
500.402 Building Permit Services	520,000.00	520,000.00	0.00	0.00	0.00	520,000.00	0.0
500.461 Vehicle Maintenance	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.462 Fuel	1,300.00	1,300.00	100.05	100.05	0.00	1,199.95	7.7
500.463 Service Maintenance Contracts	7,000.00	7,000.00	165.00	165.00	0.00	6,835.00	2.4
500.506 Printing & Binding	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
500.508 Postage	6,500.00	6,500.00	324.41	324.41	0.00	6,175.59	5.0
500.510 Office Supplies	3,800.00	3,800.00	429.51	429.51	0.00	3,370.49	11.3
500.525 Uniform Expense	240.00	240.00	0.00	0.00	0.00	240.00	0.0
500.540 Dues & Subscriptions	631.00	631.00	0.00	0.00	0.00	631.00	0.0
500.545 Training	2,800.00	2,800.00	0.00	0.00	0.00	2,800.00	0.0
500.550 Operating Expenses	8,100.00	8,100.00	5.99	5.99	0.00	8,094.01	0.1
500.644 Capital Outlay-Vehicles	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Development Services	1,207,581.00	1,207,581.00	16,686.99	16,686.99	0.00	1,190,894.01	1.4
Dept: 541.100 Mun Svcs - Public Works Div							
500.120 Regular Salaries	689,866.00	689,866.00	47,858.29	47,858.29	0.00	642,007.71	6.9
500.140 Overtime Salaries	25,000.00	25,000.00	807.58	807.58	0.00	24,192.42	3.2
500.210 Employer FICA Taxes	54,687.00	54,687.00	3,572.14	3,572.14	0.00	51,114.86	6.5
500.220 Retirement	64,382.00	64,382.00	230.69	230.69	0.00	64,151.31	0.4
500.230 Group Insurance	139,363.00	139,363.00	8,238.93	8,238.93	0.00	131,124.07	5.9
500.315 Professional Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.340 Sewer/Wastewater	11,000.00	11,000.00	657.00	657.00	0.00	10,343.00	6.0
500.345 Contractual Services	84,204.00	84,204.00	6,012.60	6,012.60	0.00	78,191.40	7.1
500.410 Communications	14,000.00	14,000.00	944.72	944.72	0.00	13,055.28	6.7
500.430 Electric Service	47,000.00	47,000.00	72.40	72.40	0.00	46,927.60	0.2
500.431 Water Service	123,000.00	123,000.00	8,565.42	8,565.42	0.00	114,434.58	7.0
500.433 Electric Service-Streets	60,000.00	60,000.00	3,064.66	3,064.66	0.00	56,935.34	5.1
500.445 Equip Rent/Lease	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.460 Equipment Maintenance	34,488.00	34,488.00	380.08	380.08	0.00	34,107.92	1.1
500.461 Vehicle Maintenance	8,675.00	8,675.00	0.00	0.00	0.00	8,675.00	0.0
500.462 Fuel	25,000.00	25,000.00	1,776.75	1,776.75	0.00	23,223.25	7.1
500.463 Service Maintenance Contracts	9,600.00	9,600.00	162.50	162.50	0.00	9,437.50	1.7
500.470 Radio Maintenance	550.00	550.00	0.00	0.00	0.00	550.00	0.0
500.498 Storm Drain Rehab/Maint	90,000.00	90,000.00	4,821.25	4,821.25	0.00	85,178.75	5.4
500.508 Postage	315.00	315.00	0.48	0.48	0.00	314.52	0.2
500.510 Office Supplies	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
500.520 Bldg. Maintenance	50,000.00	50,000.00	2,626.26	2,626.26	0.00	47,373.74	5.3
500.525 Uniform Expense	5,500.00	5,500.00	400.00	400.00	0.00	5,100.00	7.3
500.529 Street Light Maintenance	13,258.00	13,258.00	1,200.00	1,200.00	0.00	12,058.00	9.1
500.530 Street Maint Repair Supply	25,000.00	25,000.00	840.31	840.31	0.00	24,159.69	3.4
500.531 Grounds Maint/Landscaping	45,000.00	45,000.00	4,046.13	4,046.13	0.00	40,953.87	9.0
500.532 Signs	10,000.00	10,000.00	416.78	416.78	0.00	9,583.22	4.2
500.534 Sidewalk Maint Repair	40,000.00	40,000.00	900.00	900.00	0.00	39,100.00	2.3
500.535 Flags	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.540 Dues & Subscriptions	725.00	725.00	0.00	0.00	0.00	725.00	0.0
500.545 Training	3,925.00	3,925.00	0.00	0.00	0.00	3,925.00	0.0
500.550 Operating Expenses	35,000.00	35,000.00	3,316.44	3,316.44	0.00	31,683.56	9.5
500.624 Capital Outlay-Bldg. Improvemt	0.00	28,150.00	28,150.00	28,150.00	0.00	0.00	100.0
500.630 Cap Outlay Imp other than bldg	14,960.00	14,960.00	0.00	0.00	0.00	14,960.00	0.0
500.640 Capital Outlay - Equipmt & Mach	33,000.00	33,000.00	0.00	0.00	0.00	33,000.00	0.0
500.644 Capital Outlay-Vehicles	58,000.00	58,000.00	0.00	0.00	58,365.68	-365.68	100.6

REVENUE/EXPENDITURE REPORT

Item No. 8.b.

12/9/2014
11:45 am

Town of Lauderdale by the Sea

For the Period: 10/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 001 - General Fund							
Expenditures							
Mun Srvc - Public Works Div	1,833,498.00	1,861,648.00	129,061.41	129,061.41	58,365.68	1,674,220.91	10.1
Dept: 572.000 Recreation							
500.342 Senior Rec. Ctr. Contract	64,000.00	64,000.00	5,333.33	5,333.33	0.00	58,666.67	8.3
500.343 Beach Maintenance Contract	180,000.00	180,000.00	13,559.23	13,559.23	0.00	166,440.77	7.5
500.345 Contractual Services	43,000.00	43,000.00	0.00	0.00	0.00	43,000.00	0.0
500.347 Programs	17,000.00	17,000.00	417.00	417.00	0.00	16,583.00	2.5
500.430 Electric Service	2,750.00	2,750.00	0.00	0.00	0.00	2,750.00	0.0
500.460 Equipment Maintenance	10,000.00	10,000.00	142.50	142.50	0.00	9,857.50	1.4
500.469 Buoy Maintenance	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.0
500.495 Special Events	68,500.00	68,500.00	8,938.14	8,938.14	6,908.50	52,653.36	23.1
500.510 Office Supplies	525.00	525.00	0.00	0.00	0.00	525.00	0.0
500.520 Bldg. Maintenance	15,000.00	15,000.00	86.73	86.73	0.00	14,913.27	0.6
500.536 Sea Oats	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.550 Operating Expenses	25,000.00	25,000.00	2,563.15	2,563.15	0.00	22,436.85	10.3
500.640 Capital Outlay - Equipt & Mach	58,000.00	58,000.00	5,850.00	5,850.00	6,962.00	45,188.00	22.1
Recreation	502,775.00	502,775.00	36,890.08	36,890.08	13,870.50	452,014.42	10.1
Dept: 581.100 Interfund Transfers							
500.910 Transfer to CIP Fund	1,630,227.00	1,630,227.00	0.00	0.00	0.00	1,630,227.00	0.0
Interfund Transfers	1,630,227.00	1,630,227.00	0.00	0.00	0.00	1,630,227.00	0.0
Expenditures	12,393,499.00	12,393,499.00	765,017.90	765,017.90	76,071.18	11,552,409.92	6.8
Net Effect for General Fund	0.00	0.00	-627,444.81	-627,444.81	76,071.18	703,515.99	0.0
Change in Fund Balance:			-627,444.81				

REVENUE/EXPENDITURE REPORT

Item No. 8.b.

12/9/2014
11:45 am

Town of Lauderdale by the Sea

For the Period: 10/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - Special Revenue-Police Conf							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.201 Carry Forward-LETF	161,500.00	161,500.00	0.00	0.00	0.00	161,500.00	0.0
Appropriated Fund Balance	161,500.00	161,500.00	0.00	0.00	0.00	161,500.00	0.0
Revenues	161,500.00	161,500.00	0.00	0.00	0.00	161,500.00	0.0
Expenditures							
Dept: 521.100 Police Dept. Confiscated							
500.410 Communications	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
500.640 Capital Outlay - Equipt & Mach	160,000.00	160,000.00	50,670.47	50,670.47	-50,670.47	160,000.00	0.0
Police Dept. Confiscated	161,500.00	161,500.00	50,670.47	50,670.47	-50,670.47	161,500.00	0.0
Expenditures	161,500.00	161,500.00	50,670.47	50,670.47	-50,670.47	161,500.00	0.0
Net Effect for Special Revenue-Police Conf	0.00	0.00	-50,670.47	-50,670.47	-50,670.47	0.00	0.0
Change in Fund Balance:			-50,670.47				

REVENUE/EXPENDITURE REPORT

Item No. 8.b.

12/9/2014
11:45 am

Town of Lauderdale by the Sea

For the Period: 10/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 103 - Sewer System-Maint, Renew, Repla							
Revenues							
Dept: 304.000 Charges for Services							
343.500 Sewer Fees	1,180,000.00	1,180,000.00	0.00	0.00	0.00	1,180,000.00	0.0
Charges for Services	1,180,000.00	1,180,000.00	0.00	0.00	0.00	1,180,000.00	0.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.0
Miscellaneous Revenues	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.0
Revenues	1,181,300.00	1,181,300.00	0.00	0.00	0.00	1,181,300.00	0.0
Expenditures							
Dept: 535.000 Sanitary Sewers							
500.120 Regular Salaries	77,164.00	77,164.00	0.00	0.00	0.00	77,164.00	0.0
500.210 Employer FICA Taxes	5,574.00	5,574.00	0.00	0.00	0.00	5,574.00	0.0
500.220 Retirement	11,842.00	11,842.00	0.00	0.00	0.00	11,842.00	0.0
500.230 Group Insurance	9,395.00	9,395.00	0.00	0.00	0.00	9,395.00	0.0
500.315 Professional Services	14,800.00	14,800.00	0.00	0.00	0.00	14,800.00	0.0
500.340 Sewer/Wastewater	625,000.00	625,000.00	52,017.96	52,017.96	0.00	572,982.04	8.3
500.345 Contractual Services	15,470.00	15,470.00	0.00	0.00	0.00	15,470.00	0.0
500.435 Utilities	20,000.00	20,000.00	28.79	28.79	0.00	19,971.21	0.1
500.451 Auto, Property & Liability Ins	6,465.00	6,465.00	0.00	0.00	0.00	6,465.00	0.0
500.452 Workers Compensation Insur	2,250.00	2,250.00	0.00	0.00	0.00	2,250.00	0.0
500.459 Sewer Lateral Line Maintenance	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.465 Pump Station Maintenance	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.497 Contingency	68,340.00	68,340.00	0.00	0.00	0.00	68,340.00	0.0
500.630 Cap Outlay Imp other than bldg	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	0.0
500.640 Capital Outlay - Equipmt & Mach	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.999 Contribution to Fund Balance	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Sanitary Sewers	1,156,300.00	1,156,300.00	52,046.75	52,046.75	0.00	1,104,253.25	4.5
Dept: 570.000 pumps, sewer lines, rehab							
509.630 Emergency Sewer Replace	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
pumps, sewer lines, rehab	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
Expenditures	1,181,300.00	1,181,300.00	52,046.75	52,046.75	0.00	1,129,253.25	4.4
Net Effect for Sewer System-Maint, Renew, Repla	0.00	0.00	-52,046.75	-52,046.75	0.00	52,046.75	0.0
Change in Fund Balance:			-52,046.75				

REVENUE/EXPENDITURE REPORT

Item No. 8.b.

12/9/2014
11:45 am

Town of Lauderdale by the Sea

For the Period: 10/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 115 - Fire Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.203 Appropriation from FireFd/Veh R	114,817.00	114,817.00	0.00	0.00	0.00	114,817.00	0.0
Appropriated Fund Balance	114,817.00	114,817.00	0.00	0.00	0.00	114,817.00	0.0
Dept: 301.050 Fire Assessment							
311.200 Property Tax-Fire Assessment	959,918.00	959,918.00	0.00	0.00	0.00	959,918.00	0.0
Fire Assessment	959,918.00	959,918.00	0.00	0.00	0.00	959,918.00	0.0
Dept: 304.000 Charges for Services							
342.210 Fire Inspection Fees	40,000.00	40,000.00	3,872.00	3,872.00	0.00	36,128.00	9.7
Charges for Services	40,000.00	40,000.00	3,872.00	3,872.00	0.00	36,128.00	9.7
Revenues	1,114,735.00	1,114,735.00	3,872.00	3,872.00	0.00	1,110,863.00	0.3
Expenditures							
Dept: 522.000 Fire Department							
500.151 Fire Dept Pension	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.0
500.315 Professional Services	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
500.320 Audit Expense	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
500.345 Contractual Services	783,235.00	783,235.00	65,269.58	65,269.58	0.00	717,965.42	8.3
500.520 Bldg. Maintenance	0.00	0.00	625.00	625.00	0.00	-625.00	0.0
500.640 Capital Outlay - Equipt & Mach	288,000.00	288,000.00	0.00	0.00	0.00	288,000.00	0.0
500.912 Transfer to General Fund	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Fire Department	1,114,735.00	1,114,735.00	65,894.58	65,894.58	0.00	1,048,840.42	5.9
Expenditures	1,114,735.00	1,114,735.00	65,894.58	65,894.58	0.00	1,048,840.42	5.9
Net Effect for Fire Fund	0.00	0.00	-62,022.58	-62,022.58	0.00	62,022.58	0.0
Change in Fund Balance:			-62,022.58				

REVENUE/EXPENDITURE REPORT

Item No. 8.b.

12/9/2014
11:45 am

Town of Lauderdale by the Sea

For the Period: 10/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Revenues							
Dept: 000.000 Appropriated Fund Balance							
380.200 Appropriated Fund Balance	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	0.0
Appropriated Fund Balance	500,000.00	500,000.00	0.00	0.00	0.00	500,000.00	0.0
Dept: 303.000 Intergovernmental Revenues							
334.926 FDOT JPAs	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Intergovernmental Revenues	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
Miscellaneous Revenues	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
Dept: 581.100 Interfund Transfers							
381.105 Transfer from General Fund	1,630,227.00	1,630,227.00	0.00	0.00	0.00	1,630,227.00	0.0
Interfund Transfers	1,630,227.00	1,630,227.00	0.00	0.00	0.00	1,630,227.00	0.0
Revenues	2,232,227.00	2,232,227.00	0.00	0.00	0.00	2,232,227.00	0.0
Expenditures							
Dept: 519.000 General							
500.120 Regular Salaries	59,150.00	59,150.00	2,799.82	2,799.82	0.00	56,350.18	4.7
500.210 Employer FICA Taxes	4,320.00	4,320.00	208.40	208.40	0.00	4,111.60	4.8
500.220 Retirement	13,230.00	13,230.00	236.71	236.71	0.00	12,993.29	1.8
500.230 Group Insurance	1,527.00	1,527.00	0.00	0.00	0.00	1,527.00	0.0
500.315 Professional Services	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.0
500.410 Communications	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.550 Operating Expenses	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
General	96,227.00	96,227.00	3,244.93	3,244.93	0.00	92,982.07	3.4
Dept: 519.152 Neighborhood Improvements							
500.624 Capital Outlay-Bldg. Improvemt	28,000.00	28,000.00	0.00	0.00	0.00	28,000.00	0.0
500.629 Capital Outlay - Design/Permit	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
Neighborhood Improvements	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.0
Dept: 519.161 Town Hall /Public Safety							
500.630 Cap Outlay Imp other than bldg	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Town Hall /Public Safety	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
Dept: 559.010 Underground Utilities							
500.630 Cap Outlay Imp other than bldg	170,000.00	170,000.00	0.00	0.00	0.00	170,000.00	0.0
Underground Utilities	170,000.00	170,000.00	0.00	0.00	0.00	170,000.00	0.0
Dept: 559.020 Drainage- Bel Air Repairs							
500.629 Capital Outlay - Design/Permit	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.630 Cap Outlay Imp other than bldg	140,000.00	140,000.00	145,000.00	145,000.00	0.00	-5,000.00	103.6
Drainage- Bel Air Repairs	145,000.00	145,000.00	145,000.00	145,000.00	0.00	0.00	100.0
Dept: 559.022 Basin Drive Drainage							
500.629 Capital Outlay - Design/Permit	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.0
500.630 Cap Outlay Imp other than bldg	360,000.00	360,000.00	0.00	0.00	0.00	360,000.00	0.0
Basin Drive Drainage	405,000.00	405,000.00	0.00	0.00	0.00	405,000.00	0.0
Dept: 572.101 Beach Bathrooms							
500.630 Cap Outlay Imp other than bldg	252,000.00	252,000.00	0.00	0.00	0.00	252,000.00	0.0
Beach Bathrooms	252,000.00	252,000.00	0.00	0.00	0.00	252,000.00	0.0
Dept: 572.200 Beach Renourishment							
500.630 Cap Outlay Imp other than bldg	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	0.0
Beach Renourishment	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	0.0

REVENUE/EXPENDITURE REPORT

Item No. 8.b.

12/9/2014
11:45 am

Town of Lauderdale by the Sea

For the Period: 10/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - Capital Project Fund							
Expenditures							
Dept: 576.124 Pine Avenue Drainage							
500.629 Capital Outlay - Design/Permit	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
500.630 Cap Outlay Imp other than bldg	100,000.00	100,000.00	5,759.00	5,759.00	0.00	94,241.00	5.8
Pine Avenue Drainage	105,000.00	105,000.00	5,759.00	5,759.00	0.00	99,241.00	5.5
Dept: 576.131 Commercial A1A to Seagrape							
500.629 Capital Outlay - Design/Permit	79,000.00	79,000.00	0.00	0.00	0.00	79,000.00	0.0
500.630 Cap Outlay Imp other than bldg	700,000.00	700,000.00	65,673.50	65,673.50	137,351.20	496,975.30	29.0
Commercial A1A to Seagrape	779,000.00	779,000.00	65,673.50	65,673.50	137,351.20	575,975.30	26.1
Dept: 577.100 Friedt Park							
500.630 Cap Outlay Imp other than bldg	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Friedt Park	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	0.0
Expenditures	2,232,227.00	2,232,227.00	219,677.43	219,677.43	137,351.20	1,875,198.37	16.0
Net Effect for Capital Project Fund	0.00	0.00	-219,677.43	-219,677.43	137,351.20	357,028.63	0.0
Change in Fund Balance:			-219,677.43				

REVENUE/EXPENDITURE REPORT

Item No. 8.b.

12/3/2014
11:45 am

Town of Lauderdale by the Sea

For the Period: 10/1/2014 to 10/31/2014	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 310 - Parking Fund							
Revenues							
Dept: 304.000 Charges for Services							
344.500 Parking Permits	65,000.00	65,000.00	11,355.35	11,355.35	0.00	53,644.65	17.5
344.520 Parking Agreements	45,000.00	45,000.00	41,975.00	41,975.00	0.00	3,025.00	93.3
344.552 Ocean Front Meters	230,000.00	230,000.00	29,779.28	29,779.28	0.00	200,220.72	12.9
344.553 Commercial Blvd. Meters	35,000.00	35,000.00	4,822.62	4,822.62	0.00	30,177.38	13.8
344.554 Parking Meters - Beach	115,000.00	115,000.00	8,946.06	8,946.06	0.00	106,053.94	7.8
344.556 El Prado Parking Lot	310,000.00	310,000.00	24,398.68	24,398.68	0.00	285,601.32	7.9
344.558 Town Hall Parking Lot	15,000.00	15,000.00	309.39	309.39	0.00	14,690.61	2.1
344.559 El Mar Parking Lot	150,000.00	150,000.00	15,978.48	15,978.48	0.00	134,021.52	10.7
344.560 A1A Parking Lot	150,000.00	150,000.00	16,007.61	16,007.61	0.00	133,992.39	10.7
344.561 FDOT Right of Way	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
344.562 Minto Parking Lot	15,000.00	15,000.00	9,672.45	9,672.45	0.00	5,327.55	64.5
344.563 Bougainvillea/ Poinciana	105,000.00	105,000.00	7,410.59	7,410.59	0.00	97,589.41	7.1
Charges for Services	1,236,500.00	1,236,500.00	170,655.51	170,655.51	0.00	1,065,844.49	13.8
Dept: 305.000 Fines & Forfeitures							
354.100 Parking Fines	125,000.00	125,000.00	1,890.00	1,890.00	0.00	123,110.00	1.5
Fines & Forfeitures	125,000.00	125,000.00	1,890.00	1,890.00	0.00	123,110.00	1.5
Dept: 306.000 Miscellaneous Revenues							
361.100 Interest Earnings	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Miscellaneous Revenues	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
Revenues	1,362,500.00	1,362,500.00	172,545.51	172,545.51	0.00	1,189,954.49	12.7
Expenditures							
Dept: 545.000 Parking Operations							
500.120 Regular Salaries	42,835.00	42,835.00	0.00	0.00	0.00	42,835.00	0.0
500.210 Employer FICA Taxes	2,753.00	2,753.00	0.00	0.00	0.00	2,753.00	0.0
500.220 Retirement	8,916.00	8,916.00	0.00	0.00	0.00	8,916.00	0.0
500.230 Group Insurance	3,428.00	3,428.00	0.00	0.00	0.00	3,428.00	0.0
500.345 Contractual Services	358,091.00	358,091.00	8,792.82	8,792.82	0.00	349,298.18	2.5
500.353 Parking Alternatives	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0
500.410 Communications	7,792.00	7,792.00	563.28	563.28	0.00	7,228.72	7.2
500.430 Electric Service	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
500.431 Water Service	5,000.00	5,000.00	39.29	39.29	0.00	4,960.71	0.8
500.461 Vehicle Maintenance	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
500.462 Fuel	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.463 Service Maintenance Contracts	4,320.00	4,320.00	0.00	0.00	0.00	4,320.00	0.0
500.497 Contingency	49,388.00	49,388.00	0.00	0.00	0.00	49,388.00	0.0
500.506 Printing & Binding	500.00	500.00	0.00	0.00	0.00	500.00	0.0
500.508 Postage	2,000.00	2,000.00	50.05	50.05	0.00	1,949.95	2.5
500.510 Office Supplies	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
500.525 Uniform Expense	1,311.00	1,311.00	62.24	62.24	0.00	1,248.76	4.7
500.533 Parking Meter Parts-Supplies	34,000.00	34,000.00	0.00	0.00	0.00	34,000.00	0.0
500.550 Operating Expenses	33,000.00	33,000.00	7,339.93	7,339.93	0.00	25,660.07	22.2
500.629 Capital Outlay - Design/Permit	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
500.630 Cap Outlay Imp other than bldg	275,000.00	275,000.00	0.00	0.00	0.00	275,000.00	0.0
500.999 Contribution to Fund Balance	440,666.00	440,666.00	0.00	0.00	0.00	440,666.00	0.0
Parking Operations	1,362,500.00	1,362,500.00	16,847.61	16,847.61	0.00	1,345,652.39	1.2
Expenditures	1,362,500.00	1,362,500.00	16,847.61	16,847.61	0.00	1,345,652.39	1.2
Net Effect for Parking Fund	0.00	0.00	155,697.90	155,697.90	0.00	-155,697.90	0.0
Change in Fund Balance:			155,697.90				
Grand Total Net Effect:	0.00	0.00	-856,164.14	-856,164.14	162,751.91	1,018,916.05	



Agenda Item Memorandum

Town Clerk

Department

Tedra Smith

Department Director

COMMISSION MEETING DATE

<input checked="" type="checkbox"/> November 18, 2014– Regular Meeting 7:00 PM
--

**Subject to Change*

- | | | | |
|---------------------------------------|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

FY2014 – PART OF THE STRATEGIC PLAN

SUBJECT TITLE: Approval of Meeting Minutes:

EXHIBITS:

1. November 6, 2014 El Mar Greenway Workshop Minutes

**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
WORKSHOP MEETING
Jarvis Hall
4505 Ocean Drive
Thursday, November 6, 2014
7:00 PM**

1. CALL TO ORDER

Mayor Scot Sasser called the meeting to order at 7:00 p.m. Also present were Vice Mayor Chris Vincent, Commissioner Mark Brown, Commissioner Elliot Sokolow, Town Manager Connie Hoffmann, Assistant Town Manager Bud Bentley, Town Planner/Assistant Development Services Director Linda Connors, and Town Clerk Tedra Smith.

2. DISCUSSION ITEM

a. El Mar Greenway Project

Commissioner Brown recalled that earlier in the year, a public meeting was held to determine if the Town's residents were interested in designating El Mar Drive as a greenway. It would be part of an overall greenway project designed by the Florida Department of Transportation (FDOT) in Broward County. Because the response to this proposal was favorable, the FDOT has worked to develop conceptual plans for the project. A follow up public meeting on this topic is scheduled for December 8, 2014.

Commissioner Brown encouraged all present to express their opinions and ask questions to ensure the project is done to the public's satisfaction. He introduced FDOT Complete Streets Coordinator Jennifer Fierman; Broward MPO Executive Director Greg Stuart; Consulting Design Engineer Nelson Moore of Gannett Fleming; Senior Transportation Planner Martin Guttenplan with CDM Smith; and Peter Gies, Transportation Planner with Broward MPO.

Ms. Fierman provided a presentation on the proposed El Mar Drive greenway, which would be part of a larger greenway project in Broward County. Greenways have been implemented or are planned for Hollywood, Fort Lauderdale, Pompano Beach, and Deerfield Beach. The goal is to create a continuous network that will invite the public to enjoy the outdoors.

A greenway is significantly wider than a sidewalk, and may include amenities such as bicycle racks, shade trees, and benches. Its connectivity is also much greater. While a sidewalk serves the local community, a greenway can connect a larger area, such as county line to county line. Greenways are intended to be friendly to all ages and

Lauderdale-By-The-Sea
Public Workshop Meeting
November 6, 2014

abilities. Ms. Fierman noted that many pedestrians already enjoy El Mar Drive on foot, which makes it an ideal and inviting location.

Ms. Fierman recalled that other potential locations for a greenway in Lauderdale-By-The-Sea were considered; however, based on the current use and characteristics of El Mar Drive, it was determined that this was the preferred location. Comments expressed at the last public meeting on this topic emphasized the importance of maintaining ocean views, addressing drainage issues, the number of travel lanes, access for delivery and emergency vehicles, and parking for special events.

She showed a typical section of the proposed greenway, which serves as the basis for construction details and includes a graphic representation of the street's main design elements, such as lanes, sidewalks, medians, drainage, curbs and inlets, and other features. The first typical section exists north and south of Commercial Boulevard, where there are two travel lanes in each direction, a landscaped median, a utility strip, and sidewalks. In the Downtown area, parking is a priority, and exists on the inside and outside of the street, which has only one travel lane in each direction. The median is significantly smaller in this area.

Ms. Fierman showed a rendering of possible changes to the typical sections, which reallocates space while maintaining priorities. Because traffic counts total approximately 2000 vehicles per day on El Mar Drive, FDOT believes that traffic volume would not be a concern if lane space is reallocated. There is also the option of a multi-use lane, which accommodates cars but can be designated for other purposes during different times of the day. This lane could be located on the inside, next to the median, in order to maintain back out parking on private properties.

The greenway itself may be located on either side of the roadway, with the multi-use lane on the other side of the median. The greenway could also lie down the middle of the street, with multi-use lanes on both sides, depending upon the community's preferences.

In the Downtown area, any changes to the center of the roadway would affect parking and deliveries. Some options include:

- Greenway within the median, using space from travel lanes and parking spaces in each direction;
- Reconfiguration of back out parking to include a slope;
- Addition of crosswalks;
- Curb-and-gutter drainage;
- Landscaping on the greenway or sidewalks;
- Roadway and pedestrian-scale lighting;
- Underground or overhead utilities.

Ms. Fierman concluded that the greenway process is still in a conceptual stage, and emphasized the importance of public input. Once this input has been compiled, FDOT

Lauderdale-By-The-Sea
Public Workshop Meeting
November 6, 2014

will come back in December with more tangible typical sections that reflect what the residents wish to see in a greenway. In January 2015, the proposed greenway will be presented to the Town Commission for approval, after which the Town would be ready to receive funding for the project.

3. PUBLIC COMMENT

After a period in which all present were encouraged to visit different stations focusing on various aspects of the proposed greenway, the meeting reconvened for public comment.

Ellen Zavell, representing the Driftwood Beach Club and the Lodging Association of Lauderdale-By-The-Sea, asked when lighting was likely to be installed on the west side of El Mar Drive as part of the greenway project. Ms. Fierman explained that it can take up to a year just to complete the design phase, which involves coordination between FDOT, the Town, Florida Power and Light (FPL), and other entities.

Don Maroun, resident, felt that the Downtown intersection by the circle is a safety hazard due to lack of lighting. He added that the addition of lighting near the Pavilion would also make this area more safe and inviting.

Ann Marchetti, resident and business owner, encouraged the Town Commission to consider implementing a Complete Streets policy in Lauderdale-By-The-Sea. She noted that additional resources are available for communities that adopt these policies.

Dorothy Seibert, resident, advised that the traffic count for El Mar Drive on a weekend or during tourist season may differ significantly from the traffic count conducted off season for the greenway's conceptual phase. She also expressed support for improved lighting on El Mar Drive, particularly at the circle.

Marc Furth, resident, expressed support for changes to El Mar Drive, particularly the location of a greenway in the median and lighting improvements. He noted that low-voltage or embedded lights could address concerns related to turtle season.

It was noted that the Florida Fish and Wildlife Commission (FFWC) dictates what lights can be installed along El Mar Drive and in the downtown area. The Town had proposed a light that switched back to normal light colors outside of turtle season for better visibility, but the FFWC refused to approve it. The existing red lights were requested by FFWC. Town Manager Connie Hoffmann pointed out that several coastal cities within Broward County have recently formed an organization that wishes to address arbitrary lighting policies set by the FFWC.

Ned Seibert, resident, asserted that the Town should go to court to challenge the existing lighting policy, as it constitutes a public safety hazard. He added that it is

Lauderdale-By-The-Sea
Public Workshop Meeting
November 6, 2014

unlikely that utilities would be undergrounded on El Mar Drive, as FPL has made recent improvements to overhead lighting on that roadway.

Cristie Furth, resident and business owner, suggested that the plans for a greenway include a promenade and other pedestrian-scale features, using multi-purpose lanes for event parking when necessary. She added that the existing 5 ft. sidewalks should be replaced with 8 ft. sidewalks.

It was noted that most of those present had expressed consensus in favor of the greenway using existing inside parking lanes through the Downtown area. In addition, it was clarified that the greenway would not just be a landscaped area with trees, but would be designed for use by pedestrians and cyclists.

John Boutin, owner of the Windjammer Resort, asked if a greenway down the median would need to be consistent throughout the length of El Mar Drive, including Downtown. Ms. Fierman explained that pedestrians could be encouraged to move to the sidewalks in the Downtown area. Mr. Boutin noted that placing a median in the greenway could provide pedestrians with a safer area in which to walk during special events.

Dan Darneil, resident, expressed concern that widening sidewalks could discourage pedestrians from using the greenway itself. It was clarified that pedestrians currently walk both on the existing sidewalks and in the roadway itself when there are drainage issues.

Vice Mayor Vincent recalled that in previous discussions of a greenway for the Town, there had seemed to be little support for placing it in the median. It was noted that there are other municipalities with center greenways; while these greenways are heavily used by pedestrians and cyclists, there is also a good deal of business activity in areas, for which people also need the sidewalks.

Commissioner Brown thanked all present for their participation and input, and thanked the FDOT team for their presentation as well. He reminded the audience that the next meeting involving public input will be held on December 8, 2014.

Commissioner Sokolow asked if a greenway in the median would be sufficiently wide to provide access to all types of pedestrian and cyclist traffic. Ms. Fierman pointed out that the space must be at least 10 ft. wide in order to be considered a greenway, which will easily fit within the 20 ft. median.

Mayor Sasser asked if the greenway would include delineation between fast-moving and slower cyclists. Ms. Fierman explained that the facility can be designed to serve specific uses, such as slower-moving bicycle traffic, rather than faster cyclists. These elements will be discussed further during the next public input phase.

Lauderdale-By-The-Sea
Public Workshop Meeting
November 6, 2014

4. ADJOURNMENT

With no further business before the Commission at this time, the meeting was adjourned at 9:03 p.m.

Mayor Scot Sasser

ATTEST:

Town Clerk Tedra Smith

Date



Agenda Memorandum

Municipal Services

Department

Don Prince

Department Director

COMMISSION MEETING DATE: December 9, 2014

Presentation Reports **Consent** Ordinance

SUBJECT TITLE: Buoy Maintenance Services Award

EXPLANATION: On December 2, 2014, RFP 14-05-02 for Buoy Maintenance Services was opened. The Town received one (1) proposal from the Town’s current vendor, American Underwater Contractors, Inc. Prior to the bid, we answered inquiries from one (1) other vendor that decided not to submit a bid. The full proposal is on file in the Town Clerk’s Office. The Buoy Maintenance Services contract is a three (3) year contract with two (2) additional one (1) year extensions.

In the RFP, quantities were used for evaluation purposes only. The attached Bid Tab shows the American Underwater Contractors, Inc. unit pricing extended based on the RFP quantities. We have included the unit prices from the 2011 contract so you can see the changes.

The Town budgeted \$6,000 in FY14 and has budgeted \$9,000 in FY15 budget for the buoy maintenance. The increase in the budget can be attributed to the solar buoys for the Bio Rock. The Town has added two (2) solar powered buoys with four (4) anchors for the Bio Rock to the RFP as the Town is now responsible for the maintenance of these buoys. American Underwater shall remove the solar buoys before an impending hurricane/ tropical storm. In such event, American Underwater shall deliver the buoys to the Town’s warehouse and re-install them following the weather event.

American Underwater Contractors, Inc. has been providing exceptional buoy maintenance services to the Town for over ten (10) years and did the initial installation of the safe swim buoys. They are very responsive and proactive when it comes to maintaining the Town’s buoys.

While the annual contract amount is expected to be within the Town Manager’s authority to approve, a single storm event could result in us spending more than \$15,000 so we are requesting Commission approval.

RECOMMENDATION: We recommend the Commission award the Buoy Maintenance Services contract to American Underwater Contractors, Inc. and authorize the appropriate Town Officials to execute the Towns standard contract as approved to form by the Town Attorney.

Exhibits: 1. Buoy Maintenance Services Price Proposal Form

Reviewed by Town Attorney
 Yes No

Agenda Memorandum

Page 2



File: T:\0 Agenda12-09-14 Commission\Municipal Services\Buoy Maintenance Services\12-09-14 AM Beach Cleaning Services Award.docx

RFP 14-05-02

Buoy Maintenance Services

American Underwater Contractors, Inc

Deliverables	Quantities are shown for evaluation purposes only	Cost Each	Total Cost	2011 Contract Prices	
1. ½" Stainless Steel Shackle	32	\$28.00	\$896.00	\$18.00	\$576.00
2. ¾" Galvanizede Shackle	32	\$9.95	\$318.40	\$10.00	\$320.00
3. Complete down line assembly: ¾" Storm Soft with floats and chaffing gear as provided by storm soft. Overall length to be water depth at mean high tide plus for feet scope to be adjusted in the field	32	\$177.95	\$5,694.40	\$179.00	\$5,728.00
4. 1¼"x6' galvanized Helical embedment anchor with one 8" disk	2	\$149.00	\$298.00	\$149.00	\$298.00
5. Heavy duty disk embedment anchors shall consist of 6' of Suncor ¼ stainless steel chain covered with 1" id Goodyear pliovic hose. With a minimum of 150 lbs. iron/steel plate weights with a minimum weight of 25 lbs. per plate .A7" x 14" underwater float shall be installed on top end of chain that stays above the sea floor. Both ends of the chain shall terminate with Suncor stainless steel ½" safety bolt shackles	2	\$285.00	\$570.00	\$199.00	\$398.00
6. Replacement 1" id Goodyear pliovic hose	32	\$4.00	\$128.00	\$4.00	\$128.00
7. Replacement 7"x14" underwater float	32	\$12.00	\$384.00	\$10.00	\$320.00
8. Buoy (Ocean Spar 9"x80") manufactured by Rolyan Buoys with the Town Permit, ordinance numbers and language as the Town permit requires	10	\$270.00	\$2,700.00	\$269	\$2,690.00
Projected Annual Maintenance Total			\$10,988.80		\$10,458.00
			5.1%		
9. Cost of maintenance/inspection or installation per day including labor, dive boat, equipment and crew	1	\$1,495 per day		\$1,600.00	
10. Cost to remove each solar buoy including all equipment, labor, supplies, and boat	1	\$750 per day			
11. Cost to re-install each solar buoy including all equipment, labor, supplies and boat	1	\$750 per day			
12. Additional Work - Title: Boat, Dive, Equipment and (3) Man Crew		\$295 per hour			



Agenda Item Memorandum

Administration

Department

Connie Hoffmann

Department Director

COMMISSION MEETING DATE - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> December 9, 2014 – Regular Meeting 7:00 PM	

***Subject to Change**

- | | | | |
|---------------------------------------|---|---|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

FY2013 – PART OF THE STRATEGIC PLAN:

SUBJECT TITLE: Approval of Half Day Holiday on Christmas Eve for Town Employees

EXPLANATION: The Town traditionally closes early on Christmas Eve; however, it is not a designated holiday in the Personnel Rules so it is recommended that the Commission formally authorize a half day holiday on December 24th.

Reviewed by Town Attorney

- Yes No



Agenda Item Memorandum

Development Services

Department

Linda Connors

Town Planner/Asst. Development Services Director

COMMISSION MEETING: December 9, 2014 – 7:00 P.M.

- Presentation
- Reports
- Consent
- Ordinance
- Resolution
- Quasi-Judicial
- Old Business
- New Business

SUBJECT TITLE: Scrivener’s Error Correction for Ordinance No. 2014-10.

EXPLANATION: The Commission approved amendments to the sign code at their October 28, 2014 meeting. Since that time, staff found an error in the recent sign code ordinance. When we amended the letter size for the windows, we inadvertently changed the letter size to all types of signage. This was clearly not the intent of the Commission in their review of the sign code.

The Town Attorney has advised us that because the cover memorandum clearly discussed the change as only to the window signage and staff’s discussion with the Commission supported that intent and there was no notice or intent to alter the size of the signs other than window signs, the error can be considered a scrivener’s error which will be corrected with the codification of the Ordinance.

The language in the approved Ordinance:

(6) Maximum sign letter size.

- a. ~~The size of an individual letter or symbol in any window sign shall not exceed 12 inches in height or width.~~
- b. The size of an individual letter or symbol in any other type of sign copy shall not exceed 12 inches in height or width for businesses located east of North Ocean Drive (does not include businesses facing North Ocean Drive) and 18 inches in height or width for businesses located west of or facing North Ocean Drive, except that:
 - a4. The sign letter size may be increased by one inch for each 25 feet that the sign is set back from nearest street right-of-way; and
 - b2. The sign letter size may be increased by one inch for each 25 feet that the sign is mounted above the elevation of the nearest sidewalk or crown of the road, whichever is higher, that the sign is mounted. (For example, the lettering may be one inch larger if the sign is posted at 25 feet above the crown of the road or sidewalk, and two inches larger if the sign is posted at 50 feet above the crown of the road or sidewalk).

The corrected language which limits the 12” letter size to window signage east of North Ocean Drive is:

(6) Maximum sign letter size.

- a. The size of an individual letter or symbol in any window sign shall not exceed 12 inches in height or width for businesses located east of North Ocean Drive (does not include businesses



facing North Ocean Drive) and 18 inches in height or width for businesses located west of or facing North Ocean Drive.

b. The size of an individual letter or symbol in any other type of sign copy shall not exceed 12 inches in height or width for businesses located east of North Ocean Drive (does not include businesses facing North Ocean Drive) and 18 inches in height or width for businesses located west of or facing North Ocean Drive, except that:

a1. The sign letter size may be increased by one inch for each 25 feet that the sign is set back from nearest street right-of-way; and

b2. The sign letter size may be increased by one inch for each 25 feet that the sign is mounted above the elevation of the nearest sidewalk or crown of the road, whichever is higher, ~~that the sign is mounted~~ (For example, the lettering may be one inch larger if the sign is posted at 25 feet above the crown of the road or sidewalk, and two inches larger if the sign is posted at 50 feet above the crown of the road or sidewalk).

RECOMMENDATION: None.

EXHIBITS: None

Reviewed by Town Attorney

Yes No



Agenda Memorandum

Development Services

Department

Bud Bentley

Assistant Town Manager &
Development Services Director

COMMISSION MEETING DATE: December 9, 2014

- Presentation Reports **Consent** Ordinance
- Resolution Quasi-Judicial Old Business New Business

SUBJECT TITLE: Adding a Parking Meter Technician to the Fiscal Year 2014-2015 Budget and Authorizing a Corresponding Budgetary Transfer

EXPLANATION: At the October 28th meeting the Commission concurred with the staff recommendation to give notice to Standard Parking that we wish to terminate the parking management agreement with them. Termination will take effect in March 2015.

As we consider how to restructure the operation of the parking system, a unanimous recommendation from the Town Manager, Finance Director and Assistant Town Manager is that we bring the Parking Meter Technician position back in-house as a Town employee. The position is an important one, given the amount of revenues generated by the parking system and is the one in which turnover could have a deleterious effect.

Today this individual manages a total of 21 pay stations and the pay by phone system, which is a more complicated function than the Technician position we had years ago that handled coin meters. This individual also functions as the supervisor of the enforcement personnel. As we restructure the parking operation, we will likely recommend separating the supervisor's duties from the meter technician's.

There is an existing Parking Meter Technician job classification in the Town pay plan so we do not have to amend the pay plan to accomplish this. No changes are proposed at this time, although we will probably recommend changes in the salary range once we decide how to organize the entire Parking System. (The position is at the same pay grade (110) as Maintenance Worker I, but has become more complicated in the years since we switched from individual meters.) The primary cost of bringing the position back in house will be a slightly higher salary and the fringe benefit expenses of about \$10,000. The lack of fringe benefits for Standard parking employees is one of the causes of the high turnover we have experienced with them.

Agenda Memorandum

Page 2



RECOMMENDATION: We recommend the Commission authorize a Parking Meter Technician position in the Parking Fund in the Fiscal Year 2014-2015 budget effective January 5, 2015 and approve the following transfer, which represents nine months (January through September 2015) of personnel expense for the position:

Account Number / Title 310-545.000-_____	From:	To:
500.345 Contractual Services	\$ 38,200.78	
500.120 Regular Salaries		\$ 27,529.98
500.210 Employer FICA Taxes		2,106.00
500.220 Retirement		2,064.80
500.230 Group Insurance		6,500.00
Total	\$ 38,200.78	\$ 38,200.78

Note: The estimated cost for Group Insurance assumes that the Parking Meter Technician elects coverage for himself and his children. Depending on the actual election that actual amount could be more or less.

Reviewed by Town Attorney:

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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Agenda Item Memorandum

Town Attorney

Susan L. Trevarthen

Department

Town Attorney

COMMISSION MEETING DATE

December 9, 2014– Regular Meeting 7:00 PM

**Subject to Change*

- Presentation Reports Consent Ordinance
- Resolution Quasi-Judicial Old Business New Business

SUBJECT TITLE: Indemnification and Insurance Requirements - Window Awnings and Sidewalk Cafés

EXPLANATION: At the November 18, 2014 Commission Meeting, the Town Commission discussed the Town’s requirements for owners of property with window awnings that encroach upon the Town’s right-of-way.

The Town Commission directed Town staff to bring back an agenda item with relevant backup materials for further discussion and direction regarding the Town’s insurance and indemnification requirements for such property owners.

There are three primary issues for the Commission to consider:

- 1) *Amount of insurance coverage* – the Code currently requires \$1,000,000 coverage per occurrence. Based on the Commission’s discussion on November 18th, staff has proposed (see Sidewalk Café Ord. No. 2014-18 on tonight’s agenda) increasing the requirement to include \$1,000,000 coverage per occurrence and \$2,000,000 in the aggregate.
- 2) *Quality of insurance* – Sidewalk Cafés currently require a minimum B+:VI rating; Window awning encroachments currently require a minimum A+:VI rating pursuant to the Town Code.
- 3) *Indemnification language* - selection of attorney/direction of the defense. All applicable sections of the Town Code addressing encroachments require indemnification. The Town Attorney’s Office does not recommend removing the indemnification requirement. If the indemnification requirement is removed in its entirety, and a claim is made against the Town that is not covered by insurance (ex. exclusion), or the Insurer refuses to cover the claim or the insurance amount is insufficient to cover the claim, the Town could be exposed to a significant liability. The hold harmless contractual language addressing window awning encroachments currently provides for the Town to select the attorney to defend a claim on behalf of the Town and direct the defense. See Exhibit 2 for an optional revision to remove this selection and direction of defense requirement from the contractual indemnification language.

The Town Attorney's office prepared the following exhibits to aid the Commission's discussion:

Exhibit 1 is an excerpt of Section 30-326(c) of the Town Code, which requires property owners of encroaching window awnings to (i) secure and maintain the specified insurance, naming the Town as an additional insured, and (2) enter into hold harmless agreements that provide for indemnification and defense of the Town for claims arising from such window awnings. Note that an awning which encroaches on the Town right of way will also require an encroachment agreement. The hold harmless and insurance requirements of this Code section can be incorporated into that encroachment agreement.

Exhibit 2 includes the current indemnification language in the Town's hold harmless agreements for window awnings that encroach upon the Town's right-of-way. The existing language currently requires the property owner to defend the Town against all claims arising from the encroaching window awnings and provides for the Town to select the attorney to defend the claim on behalf of the Town and direct the defense.

Exhibit 2 also includes an optional revision for the Commission's consideration that removes the language that provides for the Town to select and direct the attorney in the event a claim or lawsuit is filed. The property owner would continue to be responsible for providing the Town with a defense (at the property owner's expense), but the property owner and the owner's insurance company would select the attorney and direct such defense without input or oversight by the Town. This selection and direction of counsel language was specifically raised at the last meeting as a key concern of a property owner who spoke on the issue. Note that the language would still provide that any compromise or claim settlement would require review and approval of the Town Commission.

Exhibit 3 includes a comparison of the Town Code insurance requirements for window awnings, sidewalk cafés and encroachments generally.

RECOMMENDATION: Review the Exhibits and provide direction to Town staff regarding insurance and indemnification requirements.

EXHIBIT 1

Sec. 30-326. - General regulations for window awnings and entrance canopies.

(c) A permit for any awning or canopy extending from private property over any adjoining public property, public right-of-way or public easement may be issued only to a licensed contractor, and shall not be issued until the private property owner has executed a written hold harmless agreement which shall indemnify, defend, save and hold harmless the Town, its elected officials, officers, directors, agents and employees from any and all claims, liability, damages and causes of action which may arise out of such permit or the activities of the permittee and property owner. Prior to the issuance of the permit, the property owner shall obtain and maintain for the entire period that such awning or canopy exists commercial general liability insurance in the amount of \$1,000,000.00 per occurrence for bodily injury or property damage. The Town must be named as an additional insured on the policy, and an endorsement must be issued as part of the policy reflecting this requirement. All policies must be issued by companies authorized to do business in the State of Florida and must be rated no less than A-VI in the latest edition of "Best Key Rating Guide" published by A.M. Best Guide. The policy shall provide that the Town shall receive 45 days prior written notice prior to any cancellation, non-renewal or material change in the coverage provided. The property owner must provide an original certificate of insurance as evidence that the above requirements have been met prior to issuance of the permit. No improvements shall be installed until the Town approves the form of insurance provided as required herein. In the event that the property owner fails to maintain the required insurance or fails to properly maintain the awning or canopy in a safe, clean and attractive condition, the Town may order its immediate removal as a public nuisance and hazard.

EXHIBIT 2

Current Town Form Hold Harmless Agreement

For good and valuable consideration received, and pursuant to the mandate of Chapter 30-326 Code of Ordinances, I _____, as Owner, do hereby agree to defend, indemnify, save and hold harmless the Town of LAUDERDALE-BY-THE-SEA, (“TOWN”), its officers, employees and agents from and against any and all claims, liabilities, assertions of liabilities, demands, actions, damages awards or judgments, suits at law, in equity or before administrative tribunals, asserted by, and/or in favor of, any person(s), arising out of, and/or in any manner whatsoever relating to, the installation, presence, use, repair/disrepair, condition, location, operation and/or maintenance of any awning or canopy owned by OWNER located upon or above, in or over a public right-of-way or other public property of the TOWN. This indemnification and hold harmless shall include the payment/reimbursement to the Town of any and all costs and expenses, including reasonable attorney fees, incurred by the Town in defending against any such claims, demands, actions or judgments.

OWNER agrees to defend the TOWN against any claims brought, or actions filed, against TOWN with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, OWNER agrees to employ attorneys selected by the TOWN to appear and defend the claim or action on behalf of TOWN, at the expense of OWNER. TOWN shall have the authority for the direction of the defense. The TOWN Commission shall review and decide upon the acceptability of any compromise or settlement of any claims or actions against TOWN.

Option Removing Selection and Direction of Counsel Language

OWNER agrees to defend the TOWN against any claims brought, or actions filed, against TOWN with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. ~~In case a claim should be brought or an action filed with respect to the subject of indemnity herein, OWNER agrees to employ attorneys selected by the TOWN to appear and defend the claim or action on behalf of TOWN, at the expense of OWNER. TOWN shall have the authority for the direction of the defense.~~ The TOWN Commission shall review and decide upon the acceptability of any compromise or settlement of any claims or actions against TOWN.

EXHIBIT 3

Town Code Insurance Requirements Comparison

Encroaching Window Awning Insurance Requirement

Section 30-326.

(2) General Liability Insurance.

- a. Prior to the issuance of the permit, the property owner shall obtain and maintain for the entire period that such awning or canopy exists commercial general liability insurance in the amount of \$1,000,000.00 per occurrence for bodily injury or property damage.
- b. The Town must be named as an additional insured on the policy, and an endorsement must be issued as part of the policy reflecting this requirement. All policies must be issued by companies authorized to do business in the State of Florida and must be rated no less than A-VI in the latest edition of "Best Key Rating Guide" published by A.M. Best Guide. The policy shall provide that the Town shall receive 45 days prior written notice prior to any cancellation, non-renewal or material change in the coverage provided.

Encroachment Requirement

Section 17-9.

(2)(d) Proof of commercial general liability insurance in the amount of \$1,000,000.00 per occurrence for bodily injury and property damage, together with an endorsement to the policy reflecting the Town as an additional insured and providing for notice to the Town of lapse or expiration.

Sidewalk Café Insurance Requirement

(shown as currently proposed in Ordinance No. 2014-18)

Sec. 17-90. - Liability and insurance.

(b)(1) Commercial general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. ...

(b)(3) All policies must be issued by companies authorized to do business in the State of Florida and rated B+:VI or better per Best's Key Rating Guide, latest edition.

(4) The Town must receive 30 days' written notice prior to any cancellation, nonrenewal or material change in the coverage provided.



Agenda Item Memorandum

Administration

Connie Hoffmann

Department

Department Director

COMMISSION MEETING DATE - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> December 9, 2014 – Regular Meeting 7:00 PM	

***Subject to Change**

- Presentation Reports Consent Ordinance
 Resolution Quasi-Judicial Old Business New Business

FY2013 – PART OF THE STRATEGIC PLAN:

SUBJECT TITLE: SELECTION OF CHAIRPERSON FOR EASTER AND 4TH OF JULY EVENTS

EXPLANATION: The Commission needs to decide who will be the chairpersons for the 2015 Easter by the Sea and 4th of July celebrations.

Reviewed by Town Attorney

- Yes No



Agenda Item Memorandum

Commission

Chris Vincent

Department

Vice Mayor

COMMISSION MEETING DATE - 7:00 PM	
<input checked="" type="checkbox"/>	December 9, 2014 – Regular Meeting 7:00 PM

**Subject to Change*

- | | | | |
|---------------------------------------|---|---------------------------------------|--|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input checked="" type="checkbox"/> New Business |

SUBJECT TITLE: POLICY DISCUSSION ON LATE PAYMENT OF BTRS

EXPLANATION: It has come to my attention that a property owner in the Bel Air neighborhood rents his home and, because he failed to pay his annual BTR fee of \$6 to rent a single family home for over a year, he now has code fines amounting to \$52,900.

Town staff has records showing they did send five notices to his property management company. When no payment was made, staff did track the owner down by phone. He indicated he would make the payment and gave staff his new contact address. When he still failed to pay, staff contacted him again but he gave them a credit card that was declined. When they called him back to tell him that, he did not answer and they left a message. He did nothing and the matter went to the Code Magistrate.

Clearly this property owner made some mistakes, and now his only option is to ask the Town Commission to mitigate his lien but to do that, he'll have to pay the \$500 fee to request a lien mitigation.

My issue is that the punishment way exceeds the importance of the mistake and I don't understand why we even charge a BTR for a single family rental. I think we should eliminate the BTR fee for a single family rental that is not a vacation rental since we do not really regulate such rentals in any way.

EXPECTED OUTCOME: Commission to direct staff to modify the BTR ordinance to eliminate BTR fees for a single family rental.

Reviewed by Town Attorney

- Yes No



Agenda Item Memorandum

Town Commission

Department

Elliot Sokolow

Town Commissioner

COMMISSION MEETING: December 9, 2014 – 7:00 P.M.

- | | | | |
|---------------------------------------|---|---------------------------------------|--|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input checked="" type="checkbox"/> New Business |

SUBJECT TITLE: Discussion of Section 30-241 (c) (2) Rooftop Uses in the RM-25 Zoning District.

EXPLANATION: Section 30-241 of the Town’s Code (**Exhibit 1**) establishes the RM-25 zoning district and sets out the allowed uses. Section 30-241 (c) specifically regulates the uses allowed on the rooftops of three story structures.

The owners of the Sky 230 Project (formerly Shore Court and Garden Court) made some improvements to the roof decks as shown on the attached drawing (**Exhibit 2**), built in grill, sink and cabinets), that were not on the approved plans and staff has advised that they do not meet the Town’s regulations.

They have contacted me to support a change in the Code to increase the area of roof top decks and to allow permanent recreation related structures on the rooftop deck.

RECOMMENDATION: I suggest we send this issue to the Planning and Zoning Board for their evaluation and recommendations.

EXHIBITS: 1 – Section 30-241 of the Town Code
2 – Drawing of Sky230 Rooftop Deck

Reviewed by Town Attorney
 Yes No

Sec. 30-241. - RM-25 district—Apartments and lodging.

- (a) *Use.* No building or premises shall be used and no building with the usual accessories shall be erected or altered other than a building or premises arranged, intended or designed for any one or more of the following uses:
- (1) *Permitted uses:*
 - a. Apartment house; and
 - b. Hotel.
 - (2) *Conditional uses.* The following uses may be permitted, subject to the requirements for conditional use review as set forth in section 30-56 of the Town Code:
 - a. Single-family residence;
 - b. Duplex;
 - c. Group or foster homes (as defined in the Town's land use plan as special residential facilities category 1 and 2);
 - d. Church or parish building;
 - e. Office of professional person residing on premises, such as architect, real estate broker, physician, dentist, engineer, lawyer, and customary home occupations when conducted on the premises, such as dressmaker, millinery and sewing, provided there is no display of goods or advertising other than a small name plate, and that area for such occupation shall not constitute more than one-third of the area of such residential building.
 - (3) *Temporary uses.* A temporary real estate sales office may occupy an existing structure prior to the removal of said structure provided the parcel has an active Town Commission approved site plan and adequate parking spaces for the sales use. The temporary sales office shall not exceed 1,000 square feet. The temporary sales office must be approved by the Town Commission in conjunction with the Commission's approval of the site plan, or by other separate consideration, and shall not be allowed to remain in use for more than six months from the effective date of site plan approval unless time extensions are granted by the Town Commission.
 - (4) *Special accessory uses.*
 - a. Hotels, motels and apartment hotels, with a minimum of 100 dwelling units or more may provide restaurants and gift shops when the uses are an ancillary use to the primary hotels or residential use, subject to the following:
 1. The maximum size of floor area of said uses, either individually or in total, shall not exceed 4,000 square feet or five percent of the total building floor area.
 - b. Parking shall be permitted as an accessory use.
 - c. Bicycle parking when accessory to a hotel or apartment hotel use, shall be permitted in lieu of providing required off-street parking, as specified in section 30-318, Minimum parking requirements, (c) Hotels and motels.
 - d. Vacation rental is a permitted accessory use if a vacation rental certificate is first obtained pursuant to section 30-327
- (b) *Site plans to be approved.* Any development in the RM-25 district shall be permitted only upon review and approval of plans for such development by the procedures provided in Article IV of this chapter. In reviewing development plans, the Board shall consider the effect of the proposed development on existing and future buildings in the vicinity and may impose conditions and restrictions upon the construction, location and operation of any development, including but not

Item No. 13.c.

Exhibit 1

limited to lighting, building, setbacks, off-street parking and loading, vehicular accessway and landscaping, as may be deemed necessary to promote the general objective of this subdivision and to minimize any injury to the value of the property in the neighborhood. All building or structures shall be of C.B.S. or reinforced concrete construction and shall be designed with every practical consideration for appearance, safety, fire protection, health, light and air. All final plans and specifications of any building or structure shall be approved by the Town Building Inspector. Failure to maintain such conditions and restrictions as may have been imposed shall constitute a violation of this subdivision.

(c) *Height.*

(1) No building shall be erected or altered exceeding three stories which shall not be higher than 33 feet above normal grade level. Elevator shafts or stairways shall not be subject to this height limit.

(2) The rooftop of a three-story structure, may be used for passive recreational purposes only provided:

- a. No permanent structures are erected, following the level of review set forth below;
- b. The area of the roof to be used shall be limited to 35 percent of the square footage of the enclosed floor area of the floor below;
- c. Permanent roofs, awnings and canopies are prohibited;
- d. All passive recreational items shall be temporary (non-permanent) and portable in nature;
- e. The temporary items shall not be visible when viewed at eye level (five feet to six feet from grade) from a point opposite the structure on the opposite side of the adjacent right-of-way;
- f. For corner properties, the temporary items shall also not be visible when viewed at eye level from the diagonal corner at the opposite side of the right-of-way and from the opposite side of the side street right-of-way;
- g. All parapets, railings and code required safeguards shall remain free from towels or other passive recreational use objects;
- h. Site plan approval is required for passive recreational use of the rooftop;
- i. All passive recreational rooftop use requires a conditional use permit, subject to the requirements for conditional use review as set forth in section 30-56 of the Town Code.

i. *Transient uses.* A conditional use permit for transient uses such as hotel, motel, apartment building, condominium, or time share will be issued for a period of one year. The transient use shall apply for renewal of the permit annually to the Town Manager, prior to re-issuance. The conditional use permit may be renewed if the Town determines that: (a) the conditional use does not adversely impact neighboring properties; and (b) it complies with the conditions of site plan approval. An administrative decision not to renew a rooftop use may be appealed to the Town Commission by the property owner. An administrative decision to renew a rooftop use may be appealed to the Town Commission by a neighboring property owner. The Town Commission's decision on appeal shall constitute a final development order.

ii. *Non-transient uses.* A passive recreational rooftop use for a non-transient residential property is exempt from the annual review for such roof tops for transient uses.

(3) Ground floor elevation required to be not less than eight feet above the mean sea level in the oceanfront. Federal Department of Housing and Urban Development, Federal Insurance Administration, designations of special hazard areas show base flood elevations above mean sea level as six feet for Zone A-1 and eight feet for Zones V-1 and V-2. All new buildings or additions to existing buildings shall conform to these minimum standards.

Item No. 13.c.
Exhibit 1

- (d) *Seawalls.* Approval shall be given for the construction of seawalls or barriers for the protection of property situated east of El Mar Drive of projection thereof against erosion, riptide or other hazards, such as windstorms and hurricanes, provided that the same shall be of the retaining type waterfront construction erected in accordance with standard structural practices and design. No physical part of said seawall shall extend eastward from the front lot line a distance greater than the distance specifically shown for the respective lots in the tabulation herein, and shall not exceed in height of over three feet, six inches as measured from the contour or crown of El Mar Drive at a point directly in front of the lot upon which erected. Plans and specifications for all such seawalls or barriers shall be submitted to the Building Inspection Department for approval before starting any construction, renovation or removal of same.
- (e) *Intra lot placement.* All buildings or structures which are grouped together shall be separated by a minimum distance equal to 20 lineal feet including roof overhangs, cornices, and eaves. If the walls of adjacent buildings or structures are not parallel, the distance measured on a straight line connecting the midpoints of the two oblique walls shall be considered as the line along which the building separation requirement shall be measured, but in no instance shall the minimum distance between buildings or structures be less than 20 lineal feet at any point. Air conditioning units and other mechanical structures may not be installed on either adjacent wall less than 20 feet apart.
- (f) *Foundations.* Foundations of all hotel buildings must conform with specifications of the State Hotel Commission and Building Inspector of the Town of Lauderdale-By-The-Sea.
- (g) *Size of buildings.* Minimum ground floor area, 1,200 square feet on inland lots, 1,300 square feet on waterfront lots.
- (h) *Buildings facing two streets.* Any building extending from street to street shall have two building fronts, and observe applicable setbacks on both streets with the exception of Block 30 between Datura Avenue and Hibiscus Avenue where the setback on Bougainvillea Drive shall be a minimum of 20 feet.
- (i) *Setbacks.*
 - (1) *Front setbacks.* No building, or part of building, shall be set closer than 25 feet to the street line upon which the front of said building shall face, provided that each building shall be considered as having one front, and provided that in no event shall the setback from the front line be greater than 35 feet unless approval is given by the Board of Adjustment. In the case of a building being erected on a lot where there is a building each on the adjacent lot, the setback need not be greater than that of the building set farthest back from the street line. In the case of a building being erected on a lot where there is a building on one adjacent lot, the setback need not be greater than ten feet more than the setback of the adjacent building.
 - (2) *Structures east of El Mar Drive.* No part of any building or seawall on the east side of El Mar Drive shall extent eastward from El Mar Drive to a distance greater than the distance specifically shown for the respective lots in the tabulation set out this subsection:

Block	Lot	Feet
1(A)	1	137
	2	137
	3	137

Item No. 13.c.
Exhibit 1

Block	Lot	Feet
	4	137
	5	137
	6	137
	7	137
	8	138
	9	139
	10	140
	11	141
2	1	146
	2	146
	3	146
	4	146
	5	146
	6	146
	7	146
	8	146
	9	147
	10	148

Item No. 13.c.
Exhibit 1

Block	Lot	Feet
	11	149
	12	150
3	1	152
	2	153
	3	154
	4	155
	5	158
	6	161
	7	164
	8	167
	9	170
	10	173
	11	177
	12	178
4	1	179
	2	184
	3	189
	4	194

Item No. 13.c.
Exhibit 1

Block	Lot	Feet
	5	199
	6	200
	7	200
	8	200
	9	201
	10	201
	11	201
	12	201
5	7	201
6	7	201
7	1	210
	2	203
	3	196
	4	192
	5	188
	6	184
	7	179
	8	173

Item No. 13.c.
Exhibit 1

Block	Lot	Feet
	9	167
	10	161
	11	155
	12	149
	13	143
8	1	138
	2	131
	3	125
	4	125
	5	125
	6	125
	7	121
	8	117
	9	113
	10	109
	11	105
	12	101
	13	106

Item No. 13.c.
Exhibit 1

Block	Lot	Feet
	14	111
	15	117
	16	122
	17	127
9	1	136
	2	136
	3	136
	4	136
	5	136
	6	136
	7	136
	8	136
	9	136
	10	137
	11	138
	12	139
	13	140
	14	140

Item No. 13.c.
Exhibit 1

Block	Lot	Feet
	15	142
	16	143
	17	144

- (3) *Corner setback.* For a corner lot, the setback from the side street line shall be not less than ten feet, provided that if the height of the building exceeds 22 feet the setback shall be 15 feet.
- (4) *Side setbacks.* Side setbacks shall not be less than ten feet, with the proviso that if the height of the building exceeds 22 feet, the ten-foot setback shall be increased by one foot for every two feet by which the height of the building exceeds 22 feet. Lots on the intracoastal or inland waterways, where the side of said lot abuts the waterway, shall have a setback of not less than 12 feet from the seawall.
- (5) *Side roof overhangs.* Side roof overhangs, cornices or eaves shall not extend closer than five feet to the side line.
- (6) *Length of building.* No building shall be erected or altered to a length exceeding 200 lineal feet.
- (7) *Rear roof overhangs.* Rear roof overhangs, cornices or eaves shall not extend closer than two feet to the rear line.
- (j) *Rear setback requirements.* No building or any part thereof shall be erected on any lot closer than ten feet from the rear lot line, provided that where the height of the building exceeds 22 feet, the ten-foot minimum setback shall be increased by one foot for each four feet by which the height of the building exceeds 22 feet.

Notwithstanding the setback requirements hereinbefore specified, all new buildings or additions to existing buildings shall be located a minimum of 50 feet landwards of the mean high waterline of the Atlantic Ocean, as required by the Florida Department of Environmental Protection.

Where a plot for development consists of two or more platted lots abutting or adjoining each other on their rear lot lines, there shall be a rear setback of not less than 12 feet in depth immediately adjacent to the rear lot line of each such abutting or adjoining platted lot.

- (k) *Open area.* Every plot used for multi-family or hotel structures shall have not less than 25 percent of the total setback area required by the Zoning Code to be open and not occupied by any roofed structure. This 25 percent of the required setback shall be landscaped with trees, shrubs, hedges and flower beds and grass. Hedges shall not be over three feet in height. Trees and shrubs shall not obscure vision of traffic.

The remaining 75 percent of the required setback area may be used for pools, aprons, recreation, parking and other open uses. This 75 percent shall be suitably landscaped. All landscaping shall be properly watered and maintained in a clean, properly trimmed and healthy condition.

- (l) *Density.* Required lot area shall be at least 1,742 feet per kitchen dwelling unit and at least 871 square feet per hotel room (1,742 square feet for condominium). Net density of development shall not exceed 25 kitchen dwellings units or 50 hotel rooms per acre of site (25 units per acre for

Item No. 13.c.

Exhibit 1

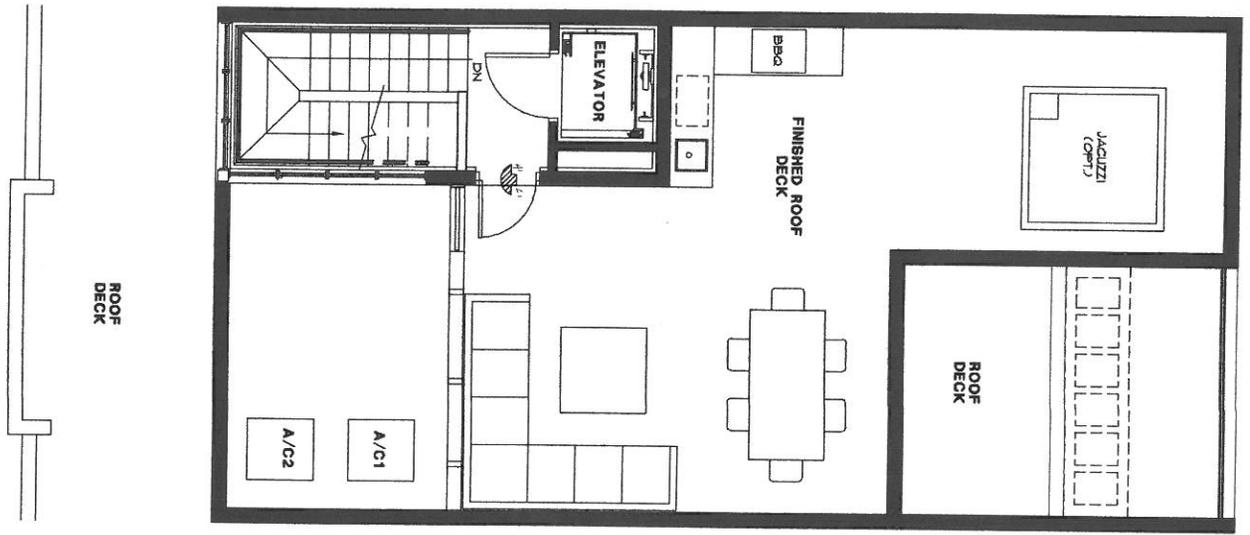
condominiums and apartments). In computing the permissible number of units for a given site, one-half or more of a unit shall be counted and permitted as a full unit in meeting density limits.

The square footage defined herein is intended to prohibit the flexibility of rental units constructed in RM-25 zoned areas contrary to the intent of the Zoning Code. Each unit or room with an attached bath and separate door leading to the outside or to a corridor, alley, or other outside exit shall be considered one rental accommodation unit.

- (m) *Number of buildings.* Construction shall be limited to one building on lots of 80 feet or less in width.
- (n) *Storm drainage.* All construction shall include provision for drainage or catch basins and adequate drainfields, properly located in all areas where stormwater is sealed out by paving or otherwise, or where water is drained from the roof of a structure. Where the roadside swale is paved as an approach to a driveway or parking areas for the construction, owner may use the swale area for installation of the catch basins and drainfields prior to paving. Owner will be responsible for maintenances of these drainage facilities constructed for the benefit of his property. All such construction shall be subject to the approval of the Town Inspector.
- (o) *Minimum building size.* No building shall be erected on any lot, not a waterfront lot, which does not comprise at least 1,200 ground floor square feet of floor space, exclusive of utility rooms, porches, garages and/or carports; and no building shall be erected on any waterfront lot, the main structure of which does not comprise at least 1,300 ground floor square feet of floor space, exclusive of utility rooms, porches, garages, and/or carports.

(Ord. No. 316, § 1, 1-9-90; Ord. No. 473, § 2, 5-22-01; Ord. No. 03-507, § 2, 2-25-03; Ord. No. 03-526, § 2, 10-28-03; Ord. No. 2005-19, § 2, 12-13-05; Ord. No. 2007-14, § 2(Exh. A), 9-25-07; Ord. No. 2009-19, § 7, 5-26-09; Ord. No. 2009-30, § 6, 12-1-09; Ord. No. 2011-02, § 2, 3-22-2011; Ord. No. 2011-09, § 4, 5-24-2011; Ord. No. 2012-06, § 2, 3-27-2012; Ord. No. 2012-15, § 3, 10-9-2012)

Fourth Level



ID-1.1	Sky 230 Lauderdale by the Sea, Florida	
	Scale: AS SHOWN	Drawn By: PR
	Date: 05-19-14	Project No: 4587D
	Last Revised:	File: jobs/Folder.dwg

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In my professional judgment and to the best of my knowledge and belief, these plans and specifications comply with the applicable building codes.

Scaled by:

Date Sealed:

Steven J. Gurovitz
Interior Designer
Firm Lic. #IBC 000407
No. #ID0001125

Interiors by Steven G. Inc.
Interior Design

2818 CENTER PORT CIRCLE, POMPANO BEACH, FLORIDA 33064
954-735-8223 FAX 954-735-7546

Revisions:	



Agenda Item Memorandum

Development Services

Department

Linda Connors

Town Planner/Asst. Development Services Director

COMMISSION MEETING: December 9, 2014 – 7:00 P.M.

- | | | | |
|---------------------------------------|---|---------------------------------------|--|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input checked="" type="checkbox"/> New Business |

SUBJECT TITLE: Parking Reduction Application for 106 and 108 Commercial Boulevard.

EXPLANATION: Paul Novak (owner) and Vincent Foti (future tenant) filed the attached application (**Exhibit 1**) for a parking reduction for 106 and 108 Commercial Boulevard, which have 4,300 square feet of retail space. The owner is interested in leasing the commercial space to a restaurant, Vincent’s. The proposed restaurant would include 2,000 square feet of customer service area.

In 1995, the Town passed a new parking code which established parking standards for the commercial uses allowed in the Town. Section 30-314 of the code contemplated that an existing building may not be compliant with the 1995 parking code so it did not requiring a non-compliant property to ever provide the required parking. In addition, if an existing building’s use changed the property would only have to provide the difference in required parking for the new use and the required parking for the existing use regardless of the amount of existing parking spaces on the site.

Based on the Town’s parking standards:

Parking		Required Parking	
		Retail	Restaurant
		1 space / 225 sq. ft. of building area	1 space / 50 sq. ft. of customer service area
1.	106 & 108 Commercial	19 spaces	40 spaces
2.	Estimated existing onsite parking	1	1
3.	1995 Parking Credit	18	18
4.	Additional Spaces Required		21
5.	Available Restaurant Parking Exemptions		7
6.	Requested Parking Reduction		13

Based on the code parking requirement, the applicant is required to provide 21 parking spaces to accommodate the restaurant. Once the property is renovated and the parking at the rear of the site is reconfigured to meet the Town’s codes there will be only one parking space available on the site.

Agenda Memorandum

Page 2



Because this site does not meet the Town's parking requirements and there are only seven (7) parking spaces left in the Oceanfront Center Parking Exemption district, the owner has applied for a parking reduction of thirteen (13) spaces as provided for in Section 30-128 (b) of the Town Code (**Exhibit 2**). The request is before the Commissions because it exceeds the Town Manager's authority which is up to 10% of the minimum parking requirement (4 spaces).

In order to grant this adjustment, the Sec. 30-128 (e)(2) Town Code provides:

“An Administrative Adjustment to Parking Stations may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.”

The code requires the Town to prepare a parking report that analyzes existing and future parking demands, the availability of underutilized public parking spaces and traffic circulation. This report was completed by Desman and Associates and is attached as **Exhibit 3** for your information.

Desman evaluated the request and found that there was not sufficient available parking to justify approving the parking reduction request. Desman recommended the Town work with the Applicant to consider options to increase the parking supply including, but not limited to, a negotiated payment to the Town in lieu of providing parking (PILOP), which is supported by the Strategic Parking Plan.

In the past, the Town has worked with business owners in order to resolve parking deficiencies so that a restaurant can expand on Commercial Boulevard. In 1999, the restaurant that was formerly Mulligan's expanded their restaurant space and opened as Ocean 101. The expansion required 10 additional parking spaces, which were not available on the site. To allow the project to move forward, the Town allowed 101 to lease 10 parking spaces per month from the Town Hall parking lot at a rate of \$975 each per year for a total fee of \$9,750 annually. In 2013, the Town Commission amended the agreement to relocate the parking spaces to the A1A lot and reduced the amount for the 10 permits to \$3,750 per year. The total amount of fees that 101 Ocean has been required to pay to the Town's to date is \$140,475. 101 Ocean continues to pay \$3,750 per year for the 10 parking space permits.

RECOMMENDATION: Section 30-128 of the Town Code requires a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route. The study conducted by Desman and associates documents that this finding has not been met. Therefore, **staff recommends denial of the request for a parking reduction.**

However, the report also supports the Town working with the applicant to consider options to increase the parking supply. If the Commission supports this idea, **staff recommends authorizing the Town Manager to negotiate with the property owner and tenant for payment to the Town's parking fund in lieu of them providing the required number of parking spaces.**

EXHIBITS: 1 – Application
2 – Section 30-128 of the Town's Code of Ordinances
3 – Desman Parking Analysis

Reviewed by Town Attorney

Yes No

ORDINANCE 2014-08

2558 **Section 30-128. Administrative Adjustments.**

2559 (a) Purpose. The purpose of this Section is to establish standards for review of applications for
 2560 Administrative Adjustments. As defined in the Administrative Adjustment Thresholds Table below,
 2561 Level 1 Administrative Adjustments may be approved by the Town Manager, and Level 2
 2562 Administrative Adjustments require Town Commission approval.

2563 Administrative Adjustments are available for certain limited variations or adjustments to building or
 2564 parking standards of the Code based on specific criteria, where the application of the standard
 2565 creates practical difficulties in allowing development or redevelopment that otherwise advances the
 2566 purposes served by the standards of this Code and the comprehensive plan, and is compatible with
 2567 surrounding development.

2568 Administrative Adjustments can also support flexibility in development and redevelopment efforts
 2569 encouraging design and compatibility equal to or better than that resulting from the strict application
 2570 of the Code, in furtherance of the Architectural Design Standards of the Town and the desired Mid-
 2571 Century Modern architectural style.

2572 (b) Eligibility. Developments located within any zoning district are eligible to apply for an Administrative
 2573 Adjustment. The thresholds applicable to Level 1 and Level 2 Administrative Adjustments are shown
 2574 in the following Table, Administrative Adjustment Thresholds.
 2575

Administrative Adjustment Thresholds		
Building Standards that may be Adjusted	Maximum Level 1 Adjustment	Maximum Level 2 Adjustment
Setbacks for existing structures with no setback changes	n/a	30% or 5 feet, whichever is less
All other setbacks	n/a	30% or 5 feet, whichever is less
Overhangs, roof cornices and eaves and exterior balconies	n/a	All other requests up to 5 feet, whichever is less
Parking Standards	Up to 3 spaces or 10% of the minimum parking requirement, whichever is greater	All Other

2576

2577 (c) Level 1 Administrative Adjustments

2578 (1) Review. A Level 1 Administrative Adjustment application shall be reviewed and evaluated by
 2579 the DSD, any other Town departments or staff the DSD determines are applicable, and the
 2580 Board of Adjustment.

ORDINANCE 2014-08

2581 (d) Level 2 Administrative Adjustments

2582 (1) *Review of Adjustment of Parking.* An application for a Level 2 Administrative Adjustment for
2583 Parking shall be accompanied by a parking report, prepared by the Town, analyzing existing
2584 and future parking demands, the availability of underutilized public parking spaces, and traffic
2585 circulation.

2586 (2) *Review of Adjustment of Building Standards.*

2587 a. A Level 2 Administrative Adjustment application shall be reviewed and evaluated by the
2588 DSD, any other Town departments or staff the DSD determines are applicable, and the
2589 Board of Adjustment.

2590 (e) Criteria for Approval

2591 (1) *Building Standards.* An Administrative Adjustment to Building Standards shall be approved
2592 only if the requested relief is within the limits specified in Administrative Adjustments
2593 Thresholds Table, and if the decision maker finds that there is competent substantial evidence
2594 in the record that all of the following standards are met:

- 2595 a. The Administrative Adjustment does not result in an increase in allowable density;
- 2596 b. The Administrative Adjustment does not provide for building height that exceeds the
2597 zoning code standards;
- 2598 c. In no way does the Administrative Adjustment allow a structure's footprint to encroach
2599 upon an established recorded or platted easement and/or the Town's right-of-way;
- 2600 d. The Administrative Adjustment furthers a minimum of one of the following conditions:
 - 2601 i. Required to compensate for some unusual aspect of the development site or the
2602 proposed development; or
 - 2603 ii. Supports an objective from the purpose statements of the zoning district where
2604 located; or
 - 2605 iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - 2606 iv. Supports Mid-Century Modern Architecture; or
 - 2607 v. Utilized to create a view corridor or other benefit to the Community; or
 - 2608 vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices,
2609 eaves or exterior balconies; or
 - 2610 vii. Required to allow a setback which matches the existing building's current side or rear
2611 setback, overhangs, roof cornices, eaves or exterior balconies; or
 - 2612 viii. Required for an expansion, addition or modification to an existing structure where
2613 that expansion, addition, or modification will not increase the footprint of the existing
2614 structure.

ORDINANCE 2014-08

2615 e. The Administrative Adjustment will not substantially interfere with the convenient and
2616 enjoyable use of adjacent lands, and will not pose a danger to the public health or safety.

2617 f. The requested Administrative Adjustment is not incompatible with the character of
2618 development in the surrounding area, and will not result in incompatible uses.

2619 g. Any adverse impacts, including but not limited to reductions in view corridors, resulting
2620 from the Administrative Adjustment will be mitigated to the maximum extent practicable.

2621 h. The Administrative Adjustment is consistent with the comprehensive plan.

2622 (2) *Parking Standards.* An Administrative Adjustment to Parking Standards may be approved, in
2623 whole or in part, upon a finding that there is sufficient available parking that is open to the
2624 public and is judged adequate to accommodate the parking reduction request within a
2625 reasonable walking distance of the subject property along a practical and usable pedestrian
2626 route.

2627 (f) *Reporting*

2628 The Town Manager shall file a quarterly report on Administrative Adjustments with the Town
2629 Commission.

2630

2631

2632 ***DIVISION 5 - PLATTING AND SUBDIVISION PROCEDURES AND REQUIREMENTS***

2633 **Sec. 30- 129. - Purpose.**

2634 It is the purpose of this Article to establish procedures and requirements for obtaining Town Commission
2635 approval of a plat of land located within the Town limits.

2636 **Sec. 30- 130. - General provisions.**

2637 (a) *Map, plat; approval required.* No plat of lands lying within the Town of Lauderdale-By-The-Sea may
2638 be recorded in the official records of Broward County prior to review by the Department, Planning
2639 and Zoning Board and approval by the Town Commission.

2640 (1) The owners of lots or parcels of lands within the corporate limits of the Town who shall
2641 subdivide or lay out such lots or grounds into a subdivision shall cause to be made an accurate
2642 map or plat of such subdivision in the manner provided by State Statutes.

2643 (2) The complete plat or map shall be submitted to the Town Commission for approval and, upon
2644 approval by the Town Commission and the Broward County Board of County Commissioners,
2645 the plat may be recorded in the Office of the Clerk of the Circuit Court in and for the County
2646 immediately after its approval.

2647 (3) The map or plat so recorded shall thereupon constitute a sufficient conveyance to vest in the
2648 Town the fee title to the parcels of land described for streets, highways, alleys, parks,
2649 parkways, commons or other public uses, to be held by the Town in trust for the uses and
2650 purposes in the instrument set forth, expressed, designated and intended, and the ordinance of
2651 the Town Commission approving the map or plat shall have the force and effect of an

MEMORANDUM

DATE: December 3, 2014

TO: Town of Lauderdale-By-The-Sea

FROM: DESMAN

RE: **Parking Reduction Analysis for 106 and 108 East Commercial Boulevard**

DESMAN Associates (DESMAN) has been retained by the Town of Lauderdale-By-The-Sea (LBTS) to prepare a parking reduction analysis for a change of use at 106 and 108 East Commercial Boulevard. The site is currently retail use and is proposed as restaurant use. Since restaurant uses have significantly higher parking demands than retail uses and since the site is constrained in terms of providing on-site parking, an analysis is required to determine if sufficient available capacity exists in the Town's parking system to accommodate the increase in demand associated with the restaurant.

RECOMMENDATION

In order to grant this reduction under Section 30-128, subsection (d)(1), "An application for a Level 2 Administrative Adjustment for Parking shall be accompanied by a parking report, prepared by the Town, analyzing existing and future parking demands, the availability of underutilized public parking spaces, and traffic circulation."

Alternatively, the reduction can be evaluated under subsection (e)(2), "An Administrative Adjustment to Parking Standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route".

DESMAN has evaluated the request and has made the following determinations, which shall serve as the parking analysis required in (d)(1) and the parking report required by subsection (e)(2):

1. The analysis conducted herein indicates that there is not sufficient public parking to accommodate a reduction in parking for the subject property. The system is operating at maximum efficiency during peak season and on numerous Fridays, Saturdays and Sundays throughout the year. It is DESMAN's opinion that additional parking demands would impact existing users and potentially businesses in the downtown.
2. Like many properties in LBTS, the property does not meet the Town's current parking standards and provides no on-site parking.
3. If a workable solution is created, please note that a study should be conducted to determine if the handicapped parking spaces in the AIA Lot are located close enough to satisfy ADA accessible parking space requirement of Section 206 of the Florida Accessibility Code.
4. Also noted, due to the small size of the lot, there are limited options for the development of the site and as a result, the Applicant may wish to discuss partnering with the Town to consider options that may be available to add new parking spaces to the Town's parking system.

RECOMMENDATION: DESMAN recommends against approval of the parking reduction request, but does support working with the Applicant to consider options to increase the parking supply including, but not

limited to, a negotiated payment to the Town in lieu of providing parking (PILOP) which is supported by the Strategic Parking Plan.

APPLICANT'S PARKING REDUCTION REQUEST

Landlord Kavon Enterprises LLC and Vincent's Italian Kitchen (Applicant) and their architect, Herbert + Linhares Architects, submitted a development packet for the Town's review including a cover sheet signed by the Applicant and requesting a reduction in parking requirements based on additional materials and/or supporting documents¹.

The additional materials and/or supporting documents included a one page description of the proposed restaurant, a summary of the operations and parking need, a conceptual footprint and rendering of the restaurant and an aerial map depicting the location of the Town's on- and off-street parking supply within reasonable walking distances from the restaurant. Also included was the summary of data collection prepared by DESMAN².

The Applicant's finding, although non-specific in terms of actual parking space needs, is that there are sufficient available parking spaces to accommodate the increase in parking demand due to the change in use.

TOWN PARKING REDUCTION ANALYSIS

DESMAN has prepared the following independent parking analysis per Section 30-128. Administrative Adjustments, (d)(1) Review of Adjustment of Parking and (e)(2) Parking Standards of the Towns Code of Ordinances. The resultant analysis provides an evaluation of the parking needs associated with the change in use based on the Town's parking requirements (Sec. 30-318. - Minimum parking requirements). In addition, the evaluation includes an analysis of peak parking demand characteristics during both daytime and evening and for weekdays and weekends to determine if there are significant differences in the availability of parking spaces during those periods.

Parking Requirements per Code

Vincent's Italian Kitchen is planning to replace 4,300 square feet (SF) of existing retail use with a restaurant that will provide 2,000 SF of customer service area (csa)³. Based on the Town's parking requirements (summarized below in Table 1), the existing retail use requires 19 parking spaces and the proposed restaurant use will require 40 spaces. The resultant parking requirement for the proposed restaurant is 21 spaces greater than the existing retail requirement.

Table 1 - Parking Standards (LBTS Land Use Code)

Use	Zoning	SF	Parking Ratio	No. of Spaces
Existing	Retail	4,300	1:225	19
Proposed	Restaurant	4,300	-	-
	customer service area	2,000	1:50	40

An analysis of the availability of the Town's parking system to accommodate this increase in demand is discussed later in this memorandum.

¹ Letter request for parking reduction, Landlord Kavon Enterprises LLC and Vincent's Italian Kitchen, October 4, 2014.

² Parking Data Collection Summary Memorandum, DESMAN Associates, August 28, 2014.

³ Letter request for parking reduction, Landlord Kavon Enterprises LLC and Vincent's Italian Kitchen, October 4, 2014.

The following section compares the hourly parking demand characteristics for retail to those of restaurant and estimates the net increase in parking demand on the Town’s parking system. This information is critical in determining if the parking system can accommodate the increase in demand throughout the day and for both weekdays and weekends.

Peak Parking Demand

Table 2 provides a summary of peak parking demand characteristics for the existing retail and proposed restaurant uses. The hourly variations represent the percentage of the peak parking demand that occurs during each hour of the day. The hourly variations were taken from the Urban Land Institute Shared Parking Manual⁴ for both weekdays and weekends. Because of the peaking characteristics for restaurants in a tourist area such as LBTS, the hourly variation in demand is the same for peak season weekdays and weekends. The hourly variations are applied against the Town’s parking code requirements to calculate an hourly parking demand for each use and ultimately, determine the net difference in parking demand as a result of the change in use.

Table 2 - Peak Parking Demand Characteristics

	Time												
	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm
Weekday	Hourly Variations												
Retail	75%	90%	100%	100%	100%	95%	85%	80%	75%	65%	50%	30%	10%
Restaurant	40%	75%	75%	65%	40%	50%	75%	95%	100%	100%	100%	95%	75%
Weekend													
Retail	70%	85%	95%	100%	100%	95%	90%	80%	75%	65%	50%	35%	15%
Restaurant	40%	75%	75%	65%	40%	50%	75%	95%	100%	100%	100%	95%	75%
Weekday	Hourly Parking Demand												
Retail	14	17	19	19	19	18	16	15	14	12	10	6	2
Restaurant	16	30	30	26	16	20	30	38	40	40	40	38	30
Increase	2	13	11	7	-3	2	14	23	26	28	31	32	28
Weekend													
Retail	13	16	18	19	19	18	17	15	14	12	10	7	3
Restaurant	16	30	30	26	16	20	30	38	40	40	40	38	30
Increase	3	14	12	7	-3	2	13	23	26	28	31	31	27

At the bottom of both the weekday and weekend sections is a calculation of the net difference between the restaurant and the retail uses based on the hourly parking demand. The weekday increase in parking demand ranges from a low of -3 spaces (the retail demand was greater than the restaurant demand) at 3pm to a high of 32 spaces at 10pm. The weekend increase in parking demand ranges from a low of -3 spaces (the retail demand was greater than the restaurant demand) again, at 3pm to a high of 31 spaces at 9pm and again at 10pm. The most significant differences occur between the hours of 5pm and 11pm which show increases in demand between 12 and 32 spaces.

This information will then be compared to the available parking supply, by hour and for both weekdays and weekends, to determine if the Town’s parking system can accommodate the increase in demand related to the change in use.

⁴ Shared Parking Manual, Urban Land Institute, January, 2005

Data Collection Summary

DESMAN prepared a summary of the existing conditions parking demand and supply for peak season⁵ and also obtained data and analyses from the Town gathered from pay stations and pay-by-phone records for four of the Town’s largest parking lots. This was done to determine how many days of the year the lots were at or above 85 percent occupancy (the effective parking supply) for three or more hours during the day. Although this information does not include every parker in the system, it includes the majority of the parking system (almost 300 of 500 spaces located in the Beach Parking Area) and where the vast majority of parking transactions occur and is considered representative of the entire system.

This area also represents the walking service area for the Applicants development (shown in Figure 1). This area is most of the Beach Parking Area and includes about 312 spaces with 78 on-street spaces located on Commercial Boulevard, A1A, and El Mar Drive and about 234 spaces in four surface lots including the A1A Lot, Town Hall Lot, the El Prado Lot, the El Mar Lot. The proposed 4312 Ocean Lot is not included because it is considered a temporary parking lot. Tables 3 and 4 list the number of parking spaces in each facility considered within a reasonable walking distance. The tables also list the hourly parking occupancy counts collected by DESMAN for three weekdays and two weekend days in March and April, 2014. Table 3 shows the *weekday* hourly parking occupancy counts and Table 4 lists the hourly *weekend* parking occupancy counts.

Table 3 - Weekday Peak Season Parking Demand

	Wednesday 4/2/14								Thursday 4/3/14								Friday 3/21/14																
	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12am	
On-Street																																	
A1A Ocean Boulevard	9	5	8	8	9	9	5	8	9	8	7	7	6	5	8	7	9	9	9	9	8	9	9	5	8	9	8	9	9	9	9	9	
Commercial Boulevard	14	10	11	14	14	14	14	14	14	14	9	13	13	13	13	13	14	14	14	14	14	14	14	14	14	14	14	14	14	14	12	11	11
El Mar Drive	55	35	40	41	45	44	45	44	43	45	35	43	46	43	43	44	43	45	40	36	44	46	43	46	44	32	37	32	27	29	22	27	23
Total - On-Street Beachside	78	50	59	63	68	67	64	66	66	67	51	63	65	61	64	64	66	68	63	59	66	69	66	65	66	55	59	55	50	52	43	47	43
Parking Lots																																	
A1A Lot	95	29	50	63	63	45	38	53	60	75	32	43	60	45	45	47	45	38	42	45	80	82	82	61	79	88	93	91	85	91	89	64	62
El Mar Lot	25	19	23	25	25	25	25	25	25	25	18	24	25	25	25	22	22	24	24	24	25	25	25	23	22	24	26	25	23	24	24	19	17
El Prado Lot	90	36	72	90	85	65	45	44	44	47	72	84	84	80	80	65	58	52	50	50	82	80	81	72	84	81	84	87	80	87	76	43	29
Town Hall Lot	24	11	9	10	8	8	5	4	4	4	11	15	15	15	14	10	5	5	4	4	11	15	15	14	10	8	5	7	6	4	4	3	3
Total - Parking Lots	234	95	154	188	181	143	113	126	133	151	133	166	184	165	164	144	130	119	120	123	198	202	203	170	195	201	208	210	194	206	193	129	111
TOTAL SPACES	312																																
PARKING COUNTS	145	213	251	249	210	177	192	199	218	184	229	249	226	228	208	196	187	183	182	264	271	269	235	261	256	267	265	244	258	236	176	154	
EFFECTIVE PARKING	265	120	52	14	16	55	88	73	66	47	81	36	16	39	37	57	69	78	82	83	1	(6)	(4)	30	4	9	(2)	0	21	7	29	89	111

As shown, the number of spaces “TOTAL SPACES” is 312 and is followed by the hourly totals of parking occupancy counts “PARKING COUNTS” for each of the three weekdays. As an example, on Wednesday, 4/2/14 at 11am, the parking count (demand) is 145 vehicles and the number of available parking spaces is 120. The calculation is as follows:

$$312 \text{ spaces (total parking spaces)} * 85\% \text{ (effective target rate)} = 265 \text{ spaces (effective supply)}$$

$$265 \text{ spaces (effective supply)} - 154 \text{ (parking counts)} = 120 \text{ spaces (available spaces)}$$

The “EFFECTIVE PARKING” is 265 spaces (based on an effective parking supply assuming an occupancy target rate of 85 percent) which is followed by the number of *available parking spaces*, by hour, for each of the weekdays listed. As another example, on Friday, 3/21/14 at 1pm, the parking demand is 271 spaces and the Effective Parking row calculation shows a deficit of 6 spaces. The calculation is as follows:

$$265 \text{ spaces (effective parking supply)} - 271 \text{ counted vehicles (demand)} = 6 \text{ space deficit.}$$

Parking deficits between two and four spaces are shown for Friday and occur in three of the 13 hours surveyed between 12 noon and midnight.

⁵ Memo 1 – Existing Conditions Supply and Demand Analysis, DESMAN, December, 2014.



Table 4 below, lists the same type of information as Table 3. Parking deficits occur in every hour that was surveyed on Saturday between 11am and 9pm (11 hours) and Sunday between 11am and 6pm (seven hours).

Table 4 - Weekend Peak Season Parking Demand

	Saturday 4/5/14											Sunday 3/23/14								
	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	
On-Street																				
AIA Ocean Boulevard	9	9	7	9	9	9	9	9	6	8	8	9	9	9	9	9	9	8	5	6
Commercial Boulevard	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14
El Mar Drive	55	40	38	39	39	42	43	41	41	43	43	43	49	47	50	51	50	52	47	42
Total - On-Street Beachside	78	63	59	62	62	65	66	64	61	65	65	66	72	70	73	74	73	74	66	62
Parking Lots																				
AIA Lot	95	83	92	95	93	90	89	85	82	84	85	86	83	92	92	92	92	89	91	92
El Mar Lot	25	25	25	25	23	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
El Prado Lot	90	90	90	90	87	90	90	88	82	83	82	82	90	90	90	90	90	90	90	90
Town Hall Lot	24	23	23	24	24	24	22	20	11	14	14	12	23	23	24	24	24	22	18	14
Total - Parking Lots	234	221	230	234	232	224	226	220	206	205	207	205	221	230	231	231	231	226	224	221
TOTAL SPACES	312																			
PARKING COUNTS																				
EFFECTIVE PARKING	265	284	289	296	294	289	292	284	267	270	272	271	293	300	304	305	304	300	290	283
		(19)	(24)	(31)	(29)	(24)	(27)	(19)	(2)	(5)	(7)	(6)	(28)	(35)	(39)	(40)	(39)	(35)	(25)	(18)

Impact of Restaurant Parking Demand

The hourly increases in parking demand due to the change in use from retail to restaurant listed in Table 2 - Peak Parking Demand Characteristics, were then added to both weekday and weekend peak season hourly parking data and compared to the effective parking supply. The results for weekdays are shown in Table 5 and the calculation is as follows for Wednesday, 4/2/14 at 11am:

$$265 \text{ spaces (effective parking supply)} - 161 \text{ spaces (parking counts + differential due to change in use)} = 104 \text{ available spaces}$$

As shown in Table 5, the parking supply within the restaurant's service area is expected to run a significant deficit for all hours on Fridays increasing the deficit from three to 10 of the twelve hours analyzed and ranging from a deficit of nine to 40 spaces.

Table 5 – Weekday Parking Availability with Increase due to Restaurant Demand

	Wednesday 4/2/14										Thursday 4/3/14								Friday 3/21/14													
	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm		11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm
TOTAL SPACES	312																															
PARKING COUNTS	145	213	251	249	210	177	192	199	218	184	229	249	226	228	208	196	187	183	182	264	271	269	235	261	256	267	265	244	258	236	176	154
w / RESTAURANT PARKING DEMAND																																
INCREASE IN PARKING DEMAND	16	30	30	26	16	20	30	38	40	16	30	30	26	16	20	30	38	40	40	30	30	26	16	20	30	38	40	40	40	38	30	N/A
TOTAL DEMAND	161	243	281	275	226	197	222	237	258	200	259	279	252	244	228	226	225	223	222	294	301	295	251	281	286	305	305	284	298	274	206	N/A
EFFECTIVE PARKING SUPPLY	104	22	(16)	(10)	39	68	43	28	7	65	6	(14)	13	21	37	39	40	42	43	(29)	(36)	(30)	14	(16)	(21)	(40)	(40)	(19)	(33)	(9)	59	N/A

The results for weekends are shown in Table 6 and the calculation is as follows for Saturday, 4/5/14 at 12pm:

$$265 \text{ spaces (effective parking supply)} - 319 \text{ spaces (parking counts + differential due to change in use)} = 54 \text{ space deficit.}$$

As shown in Table 6, the parking supply within the restaurant's service area is expected to run a significant deficit for all hours on both Saturday and Sunday increasing the deficit range from a low of 35 to over 69 spaces.

Table 6 - Weekend Parking Availability with Increase due to Restaurant Demand

		Saturday 4/5/14										Sunday 3/23/14									
		11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	
TOTAL SPACES	312																				
PARKING COUNTS		284	289	296	294	289	292	284	267	270	272	271	293	300	304	305	304	300	290	283	
w / RESTAURANT PARKING DEMAND																					
INCREASE IN PARKING DEMAND		16	30	30	26	16	20	30	38	40	40	40	16	30	30	26	16	20	30	38	
TOTAL DEMAND		300	319	326	320	305	312	314	305	310	312	311	309	330	334	331	320	320	320	321	
EFFECTIVE PARKING SUPPLY		265	(35)	(54)	(61)	(55)	(40)	(47)	(49)	(40)	(45)	(47)	(46)	(44)	(65)	(69)	(66)	(55)	(55)	(55)	(56)

While it appears obvious from the analysis that a parking deficit can be expected during the peak tourist season on Fridays, Saturdays and Sundays, a logical question might be to question how often the deficit condition is expected to occur. As a result, pay station and pay-by-phone data was evaluated to determine the number of times the four largest parking lots reach capacity during the rest of entire year.

Parking Occupancy Year-Round

Data was collected from pay stations and pay-by-phone records for four of the Towns largest parking lots to determine how many days of the year were the lots at or above 85 percent occupancy for three or more hours during the day. Although this information does not include every parker in the system, it includes the majority of the parking system (almost 300 of 500 spaces located in the Beach Parking Area) and where the vast majority of parking transactions occur and is considered representative of the entire system.

The two tables below show the number of days each lot was full. Table 7 lists parking data for transactions occurring between 9am and 5pm, while Table 8 lists parking data for transactions occurring between 6pm and 11pm.

Table 7 - Number of Days Capacity is reached from 9am to 5pm

Lot	Days of the Week							Total
	M	T	W	Th	Fr	Sat	Sun	
El Mar	41	37	39	41	41	42	41	282
El Prado	20	9	7	13	22	37	42	150
A1A	4	1	0	0	1	23	33	62
Minto	3	1	1	1	2	22	28	58

As shown in Tables 7 and 8, there are numerous times during the year when the parking lots reach their effective capacity during both weekdays and weekends. There is a hierarchy of use, when the Minto Lot is full, it is assumed the El Prado, El Mar and A1A Lots are full as well. When the El Prado Lot is full, the El Mar, and A1A Lots are assumed as full.

Table 8 - Number of Days Capacity is reached from 6pm to 11pm

Lot	Days of the Week							Total
	M	T	W	Th	Fr	Sat	Sun	
El Mar	39	37	39	40	26	42	41	264
El Prado	8	3	4	9	34	35	39	132
A1A	3	0	0	0	15	26	25	69
Minto	2	0	0	0	4	9	17	32

Furthermore, since on-street parking is currently as, or more desirable than the surface lots, it can be assumed that the on-street parking is full anytime the El Prado Lot is full. Following the same logic, the El Mar Lot is nearly always full and as a result, it can be assumed that the El Mar Drive on-street parking is full prior to, or coincident with, the lot reaching capacity.



Agenda Memorandum

Development Services

Department

Bud Bentley

Assistant Town Manager &
Development Services Director

COMMISSION MEETING DATE: December 9, 2014

- | | | | |
|---------------------------------------|---|--|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

SUBJECT TITLE: Ordinance 2014-20 Authorizing the First Amendment to the 2012 Restated Solid Waste, Bulk Waste and Recycling Collection Services Agreement to Extend the Term and make Necessary Changes.

EXPLANATION: The attached proposed Ordinance 2014-20 (**Exhibit 1**) extends the current term of the Solid Waste, Bulk Waste and Recycling Collection Services Agreement (**Collection Agreement**) from June 30th until November 30, 2015 and makes other changes recommended by the Town Attorney.

In March 2012, the Commission approved the 2012 Restated Collection Agreement with Choice Environmental Services. The 2012 Restated Collection Agreement amended the original 2009 Collection Agreement and authorized the first renewal period, which ends on June 30, 2015. The Collection Agreement provides for a second and third renewal term of three (3) to five (5) years each.

The decision process for authorizing a renewal option is in Sec. 1.4.(b) and provides:

(b) Renewal Process. Prior to making a recommendation to the Town Commission on whether to renew the Agreement, the Town Manager or designee will meet and confer with the CONTRACTOR regarding changes in terms and conditions that either the TOWN or the CONTRACTOR would like to see reflected in an amendment to the Agreement covering the next renewal period. The TOWN shall thereafter notify the CONTRACTOR of its decision to exercise a renewal option or allow the Contract to terminate. Said notice shall be in writing and delivered not less than one hundred eighty (180) calendar days prior to the expiration date.

In the event the TOWN notifies the CONTRACTOR of its decision to exercise a renewal option, the CONTRACTOR shall notify the TOWN in writing of its intent to accept or decline the renewal option offer within twenty (20) calendar days of receipt of the TOWN's offer.

At the August 19, 2014 meeting, the Commission consented to the transfer of the Collection Agreement to Waste Pro of Florida, Inc.

Agenda Memorandum

Page 2



Waste Pro did an excellent job of transitioning service; however, we do not feel that the Town has had adequate time to evaluate Waste Pro’s normal level of service and both parties have not been able to meet and confer regarding changes in the terms and conditions of the agreement for the next renewal period. For these reason, we recommend the Collection Agreement be amended to extend the current term for up to six (6) months (November 30, 2015).

In addition, since the Broward County Solid Waste Plan, Broward County Resource Recovery Board, and the Interlocal Agreement between Broward County and the Town are no longer applicable to the agreement, the Town Attorney recommends that the proposed amendment remove those provisions. The attached amending Ordinance 2014-20 (**Exhibit 1**) and the amended agreement (**Exhibit “A” to Exhibit 1**) reflect those changes.

Please note that Waste Pro is in conceptual agreement to the extension but is just now getting to see the proposed changes to the Collection Agreement. There may be some suggested edits at second reading of Ordinance 2014-20.

RECOMMENDATION: We recommend approval of Ordinance 2014-20 on first reading, which extends the current term to November 30, 2015 and makes housekeeping changes recommended by the Town Attorney. Second reading will be scheduled for the January 13, 2015 Commission meeting.

Exhibit: 1. Ordinance 2014-20 (**Exhibit 1**) and the amended agreement (**Exhibit “A” to Exhibit 1**).

Reviewed by Town Attorney:

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
-------------------------------------	-----	--------------------------	----

ORDINANCE NO. 2014-20

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE RESTATED SOLID WASTE AND RECYCLABLE COLLECTION FRANCHISE AGREEMENT WITH WASTE PRO USA, INC.; AUTHORIZING A SIX MONTH EXTENSION OF THE FIRST RENEWAL TERM; AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE RESTATED FRANCHISE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, in 2009, the Town of Lauderdale-By-The-Sea issued a Request for Proposals for solid waste and recycling services for the residences and businesses within the corporate limits of the Town; and

WHEREAS, five (5) companies responded to said Request for Proposals 09-02-01, and the submittals were reviewed by the Town staff, as well as the Town Commission, who provided an independent evaluation; and

WHEREAS, on May 12, 2009 the Town adopted Ordinance 2009-13 and entered into a Solid Waste, Bulk Waste and Recycling Collection Services Agreement, (the “Franchise Agreement”) with the top ranked firm, Choice Environmental Services Of Broward, Inc. (“Choice”) for an initial three year term, with three (3) optional renewal periods of three to five years each; and

WHEREAS, on March 27, 2012, the Town Commission adopted Ordinance 2012-03, exercised the first renewal and adopted a restated Franchise Agreement (the “Restated Franchise Agreement”) for the first renewal period of June 21, 2012-June 30, 2015 (the “First Renewal Term”); and

WHEREAS, in 2014, Progressive Waste Services, Inc, a successor in interest to Choice, (“Progressive”) advised the Town that it entered into an agreement with Waste Pro USA, Inc.

ORDINANCE 2014-20

28 (“Waste Pro”) providing for Waste Pro’s purchase of certain assets of Progressive, and
29 Progressive requested the Town’s approval of the transfer of the Restated Franchise Agreement
30 to Waste Pro; and

31 **WHEREAS**, on August 19, 2014, the Town approved the transfer of the Restated
32 Franchise Agreement to Waste Pro USA, Inc. (“Waste Pro”) and Waste Pro has been providing
33 collection services for the Town for the past few months; and

34 **WHEREAS**, Section 1.4(b) of the Restated Franchise Agreement provides that the Town
35 Manager shall make a recommendation to the Town Commission regarding the renewal of the
36 Restated Franchise Agreement at least 180 days prior to the expiration of the First Renewal
37 Term, which would provide for the Town Manager to make a recommendation on renewal by
38 December 20, 2014; and

39 **WHEREAS**, the Town Commission desires to extend the first renewal term for a six
40 month period to allow more time for the Town to evaluate the performance of Waste Pro before
41 making a determination on an additional, optional three to five year renewal of the Restated
42 Franchise Agreement; and

43 **WHEREAS**, due to the expiration of the Town’s Solid Waste Disposal Interlocal
44 Agreement with Broward County (the “ILA”) on July 2, 2013, the Restated Franchise
45 Agreement contains provisions that are no longer applicable to the collection services provided;
46 and

47 **WHEREAS**, the First Amendment to the Restated Franchise Agreement, attached as
48 Exhibit “A”, provides for the six month extension of the First Renewal Term and amendments to
49 reflect the expiration of the ILA and the transfer of the Restated Franchise Agreement to Waste
50 Pro, and is found to be in the best interests of the Town.

ORDINANCE 2014-20

51 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
52 **THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:**

53
54 **SECTION 1. Recitals.** The foregoing “Whereas” clauses are ratified and confirmed as
55 being true, correct and reflective of the legislative intent underlying this Ordinance and are
56 hereby made a specific part of this Ordinance.

57 **SECTION 2. Adoption of Agreement.** The First Amendment to the Restated Franchise
58 Agreement between the Town of Lauderdale-By-The-Sea and Waste Pro USA, Inc., as attached
59 hereto as Exhibit “A” and made a part hereof by this reference, is hereby approved and adopted,
60 together with such non-material changes as are acceptable to the Town Manager and approved as
61 to form and legal sufficiency by the Town Attorney.

62 **SECTION 3. Conflicts.** All sections or parts of sections of the Code of Ordinances, all
63 ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith,
64 be and the same, are hereby repealed to the extent of such conflict.

65 **SECTION 4. Severability.** Should any section or provision of this Ordinance, or any
66 paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid,
67 such decision shall not affect the validity of the remainder hereof, as a whole or a part hereof,
68 other than the part declared to be invalid.

69

ORDINANCE 2014-20

70 **SECTION 5. Effective Date.** This Ordinance shall become effective upon adoption on
71 second reading.

72 Passed on the first reading, this _____ day of December, 2014.

73 Passed and adopted on the second reading, this _____ day of January, 2015.

74
75
76
77
78

MAYOR SCOT SASSER

79

	First Reading	Second Reading
80		
81 Mayor Sasser	_____	_____
82 Vice-Mayor Vincent	_____	_____
83 Commissioner Brown	_____	_____
84 Commissioner Dodd	_____	_____
85 Commissioner Sokolow	_____	_____

86
87
88

89
90 ATTEST:

91
92
93

94 Tedra Smith, Town Clerk

95

96 APPROVED AS TO FORM:

97
98
99

100 Susan L. Trevarthen, Town Attorney

101
102

Exhibit “A” to Ordinance No. 2014-20

**Solid Waste, Bulk Waste, and Recycling Collection Services Agreement
Between
The Town of Lauderdale By-The-Sea, Florida
and
Waste Pro USA, Inc.**



RFP No. 09-02-01 - Effective July 1, 2009 -

First Amendment - September 10, 2009

Second Amendment - January 11, 2011

Third Amendment - September 30, 2011

Restated Agreement - March 27, 2012

First Amendment to the Restated Agreement* – December 9, 2014

*Coding: Proposed additions to existing Agreement text are shown by underlining; proposed deletions from existing Agreement text are shown by ~~strike through~~.

This document: **2014 1st Amendment to 2012 Restated Collection Agreement**

Printed: December 5, 2014 at 4:56 PM

Exhibit “A” to Ordinance No. 2014-20

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

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Exhibit “A” to Ordinance No. 2014-20

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

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Exhibit “A” to Ordinance No. 2014-20

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

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Exhibit “A” to Ordinance No. 2014-20

Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

This Agreement and amendments thereto (hereinafter referred to as “Agreement”) made and first entered into the 1st day of July, 2009, with amendments approved on September 10, 2009, January 11, 2011, September 30, 2011, the Restated Agreement for the first renewal period approved on March 27, 2012, and this First Amendment to the Restated Agreement approved on _____, by and between the Town of Lauderdale By-The-Sea, a municipal corporation of the State of Florida (hereinafter referred to as “TOWN”), acting by and through its duly authorized Town Commission, and ~~Choice Environmental Services of Broward County, Inc.~~ Waste Pro USA, Inc., a Florida Corporation and successor-in-interest pursuant to a transfer of this Agreement approved by the Town Commission on August 19, 2014 (hereinafter referred to as “CONTRACTOR”).

WITNESSETH:

WHEREAS, the CONTRACTOR and the TOWN wish to set forth the terms and conditions of this Agreement for the provision of a Solid Waste, Bulk Waste, and Recycling Collection Services.

NOW THEREFORE, for the mutual benefits and other considerations recited herein, the parties agree as follows:

SECTION 1: AGREEMENT

1.1 FRANCHISE

For the term of this agreement, the town hereby grants the CONTRACTOR the exclusive franchise and the sole obligation to operate and maintain comprehensive solid waste, bulk waste, and recycling collection services for Residential Collection Service Units and solid waste for Commercial Collection Service Units in and for the TOWN, except as specifically excluded in this agreement. The franchise specifically excludes the exclusive collection of construction and demolition debris. The CONTRACTOR is authorized by the TOWN to enter in and upon private property, in, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places of the TOWN for the purposes of fulfilling CONTRACTORS’ obligations under this Agreement within the municipal corporate limits of the TOWN, or as directed in conformance with the Charter and Ordinances of the TOWN and other applicable law. The CONTRACTOR’S sole consideration from the TOWN shall be the right to provide the services specified herein at the rates specifically authorized herein.

1.2 TERM OF AGREEMENT

The initial term of this Solid Waste, Bulk Waste, and Recycling Collection Services Agreement (“Agreement”) was for a period of three (3) consecutive years, commencing on July 1, 2009 at 12:00 a.m., local time, through June 20, 2012 at 11:59 p.m., local time. The first renewal period commences on June 21, 2012 at 12:00 a.m., local time, through ~~June 30~~ November 30, 2015 at 11:59 p.m., local time.

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1.3 EXPIRATION OF AGREEMENT PROVISIONS

In the event a new Agreement has not been awarded upon the expiration of this Agreement, and renewal options are not exercised, the CONTRACTOR agrees to provide service to the TOWN for an additional ninety (90) calendar day period beyond the expiration of the Agreement at the then established rates, provided the TOWN requests said services, in writing, at such time.

1.4 OPTION TO RENEW

- (a) *Renewal Periods.* After the initial three (3) year period, this Agreement may be renewed for three (3) additional periods, each lasting between three (3) and five (5) years as shown in the following table.

Table 1 – Renewal Periods

Initial Term:	July 1, 2009 to June 20, 2012
First Renewal Term:	June 21, 2012 to June 30 November 30, 2015
Second Renewal Term	Three (3) to Five (5) Years
Third Renewal Term	Three (3) to Five (5) Years
Renegotiate Terms and Conditions or Request Bids from Qualified Contractors	To be determined

- (b) *Renewal Process.* Prior to making a recommendation to the Town Commission on whether to renew the Agreement, the Town Manager or designee will meet and confer with the CONTRACTOR regarding changes in terms and conditions that either the TOWN or the CONTRACTOR would like to see reflected in an amendment to the Agreement covering the next renewal period. The TOWN shall thereafter notify the CONTRACTOR of its decision to exercise a renewal option or allow the ~~Contract~~ Agreement to terminate. Said notice shall be in writing and delivered not less than one hundred eighty (180) calendar days prior to the expiration date.

In the event the TOWN notifies the CONTRACTOR of its decision to exercise a renewal option, the CONTRACTOR shall notify the TOWN in writing of its intent to accept or decline the renewal option offer within twenty (20) calendar days of receipt of the TOWN’s offer.

- (c) *Final Renewal Term.* In the event the Agreement is renewed for three (3) Renewal Terms, the TOWN may, at the end of the final renewal term, either renegotiate the term and conditions of the Agreement with the current CONTRACTOR or request bids from qualified contractors to provide Solid Waste Collection, Bulk Waste Collection, and Recycling Services.
- (d) *No Limits on Right of Termination.* This section in no way limits the TOWN’S right to terminate this Agreement for cause at any time during the initial term or any extension thereof, pursuant to Section 9 of this Agreement.

(Second Amendment 1-11-2011)

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SECTION 2: DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Section shall apply, unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Code of the TOWN shall apply. When not inconsistent with the context, words used in the present tense shall include the future, words in the plural shall include the singular, and use of the masculine gender shall include the feminine gender. The word “shall” is always mandatory and not merely discretionary.

1. **Advertising** shall mean any written communication for the purpose of promoting a product or service. No advertising shall be permitted on Collection vehicles or any other vehicles, Recycling Bins, Recycling Containers, Containers, Roll-offs or other equipment used for the purpose of administering this Agreement. The CONTRACTOR’S name in which it is doing business and non-toll telephone service number, written communication as specified in the Agreement or written communication as directed by the Town Manager, shall not be considered Advertising.
2. **Agreement** shall mean this Agreement.
3. **Bags** shall mean non-dissolvable plastic bags.
4. **Biological Waste** shall mean, as defined in Chapter 403, Florida Statutes, Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.
5. **Biomedical Waste** shall mean, as defined in Chapter 403, Florida Statutes, any Solid Waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human-disease-causing agents; discarded disposable sharps; human blood, and human blood products and body fluids; and other materials which in the opinion of the Department of Health represent a significant risk of infection to persons outside the generating facility.
6. **Brown Goods** shall mean discarded computers, televisions, stereos, cabinets, furniture, and other similar domestic goods. Brown Goods must be generated by the customer and at the Residential Service Unit or Commercial Service Unit wherein the Brown Goods are collected. Anytime White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
7. **Bulk Waste** shall mean those wastes that may require special handling and management including, but not limited to: White Goods, Brown Goods, furniture, equipment, and other similar items including materials resulting from minor home repairs. Bulk Waste shall include all types of vegetative matter resulting from normal yard and landscaping maintenance that exceeds six inches (6”) in diameter, six (6) feet in length, and fifty (50) pounds or more. The customer for whom the Bulk Waste is collected must generate bulk Waste. Bulk Waste does not include items herein defined as Garbage, Contractor-Generated Waste, or Exempt Waste. Compacting of Bulk Waste containing refrigerants or other potentially harmful fluids or gases is prohibited.
8. **Bulk Waste Collection Service** shall mean Bulk Waste Collection from Residential Service Units and Commercial Service Units and delivery of the Bulk Waste to the Designated Disposal Facility.

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9. **Business Day** shall mean any day, Monday through Friday, from 8 a.m., local time until 4 p.m., local time.
10. **Collection** shall mean the process whereby Solid Waste, Bulk Waste, and Recyclable Materials are removed and transported to the appropriate Designated Disposal Facility. Collection shall exclude the process of picking up, transporting, and dropping off Exempt Waste.
11. **Collection Rates** shall mean the rates approved pursuant to the terms of this Agreement that are to be charged by the CONTRACTOR for collection services.
12. **Commercial Establishment** shall mean all retail, professional, wholesale, institutional, lodging, and industrial facilities, and any other commercial enterprises, offering goods or services to the public located in the Service Area.
13. **Commercial Services** shall mean Commercial Solid Waste Collection Services performed in the Service Area.
14. **Commercial Service Unit** shall mean any Commercial Establishment in the Service Area.
15. **Commercial Solid Waste** shall mean any Garbage or Trash that is usual to the normal operations of a Commercial Service Unit. A customer driven activity at the Commercial Service Unit wherein the Commercial Solid Waste is collected and does not include items defined herein as Yard Waste, Bulk Waste, Contractor-Generated Waste, or Exempt Waste must generate commercial Solid Waste. Recyclable Materials are not Commercial Solid Waste.
16. **Commercial Solid Waste Collection Service** shall mean the Collection and disposal of Commercial Solid Waste from Commercial Service. Commercial Solid Waste Collection Service shall be provided via Containers or Dumpsters.
17. **Commercial Recycling Collection Service Unit** shall mean the Collection of Recyclable Materials from Commercial Service Units utilizing Recycling Bins and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.
18. **Compactor** shall mean a mechanism, whether stationary or mobile, with a minimum compaction ratio of 2.5 to 1.0 used for the densification of Solid Waste in Containers or Roll-offs. The CONTRACTOR shall clearly mark all Dumpsters and Roll-offs and Compactors as to prohibit their use for the disposal of Biological Waste, Biomedical Waste, Hazardous Waste, or Sludge if hauler is to provide as opposed to Inter Local Agreement (ILA).
19. **Construction and Demolition Debris** as defined in Chapter 403, Florida Statutes, as may be amended from time to time, shall mean discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, fence, screen, metal, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project. This includes non-vegetative construction and demolition debris as a result of a fire, and manmade or natural disaster, to include hurricane debris.
20. **Container or Cart** shall mean a metal or plastic receptacle on wheels, with a capacity of ninety-six (96) gallons or an alternative sized specified by TOWN, intended to be manually or

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mechanically dumped into a loader-packer type garbage truck. A Container is commonly referred to as a “Cart.”

21. **CONTRACTOR** shall mean the person or entity that has entered into this Agreement to provide the services described herein for the Service Area.
22. **Contractor-Generated Waste** shall mean Bulk Waste generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, and lawn or yard maintenance services and nurseries.
23. **County** shall mean Broward County, Florida.
24. **Designated Disposal Facility** shall mean the facility designated ~~in the Plan of Operations included in the Interlocal Agreement between Broward County and the TOWN, as long as the TOWN remains a part of the Interlocal Agreement. If the TOWN elects to withdraw from the Interlocal Agreement, the TOWN reserves the right to designate an alternative Designated Disposal Facility by the Town for receipt of all Solid Waste, Bulk Waste and Yard Waste collected within the Town that is capable of being processed at the Designated Disposal Facility.~~
25. **Designated Recycling Facility** shall mean the Recovered Materials Processing Facility designated ~~in the Plan of Operations included in the Interlocal Agreement between Broward County and the TOWN, as long as the TOWN remains a part of the Interlocal Agreement. If the TOWN elects to withdraw from the Interlocal Agreement, the TOWN reserves the right to designate an alternative Designated Recycling Facility by the Town for receipt of the Recyclable Materials collected within the Town.~~
26. **Disposal Charges** shall mean the prevailing per-ton rate charged at the Designated Disposal Facility for the acceptance and disposal of Residential Waste, Commercial Solid Waste, and other waste materials.
27. **Disposal Fee** shall mean the amount within the Collection Rate paid by the customer that is charged for the disposal of Solid Waste, Bulk Waste and Yard Waste.
28. **Dumpster** shall mean a metal or plastic receptacle, with a capacity of up to and including eight (8) cubic yards designed or intended to be mechanically dumped into a loader-packer type garbage truck.
29. **Dwelling Unit** shall mean an individual living unit in a single-family dwelling, duplex dwelling, multi-family dwelling, or mixed-used dwelling within a structure or building intended for, or capable of being utilized for residential living, other than those structures or building units included within the definition of Commercial Service Unit herein.
30. **Exempt Waste** shall mean Biological Waste, Biomedical Waste, Construction and Demolition Debris, Hazardous Waste, Sludge, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Commission, and those other materials whose size, weight, or both are in excess of that allowed for Bulk Waste as defined herein.
31. **Franchise Fee** shall mean the charge to CONTRACTOR for the use of present and future streets, alleys, bridges, easements, and other public places of the TOWN. The Franchise Fee shall be calculated by multiplying the Gross Revenues as defined herein by the assigned franchise fee percentage. For example, commercial franchise fee shall be ten percent (10%) of Gross Revenues

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for Commercial Services and three point seven six percent (3.76%) of Gross Revenues for Residential/Multi Family Services.

32. **Garbage** shall mean all waste that is generated from normal residential activities. These materials generally include, but are not limited to, kitchen and food waste, animal and produce waste, or any organic waste that is a result of storage, preparation, cooking, or handling of food materials. Also included in this category are household waste items such as food packaging materials; non-recyclable cans, plastics, paper, cardboard, and bottles; rags and cleaning supplies, and other items usual to housekeeping.
33. **Gross Revenues** shall mean all charges invoiced by the CONTRACTOR arising from, attributable to or in any way derived from the services it provides pursuant to this Agreement, exclusive of franchise fees.
34. **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
35. **Non-Collection Notice** shall mean a sticker, tag, or door hanger used by the CONTRACTOR to notify customers of the reason for non-collection of materials set out by the customer for Collection by the CONTRACTOR pursuant to the Agreement, developed and provided by the CONTRACTOR and approved by the TOWN. CONTRACTOR is required to provide a Non-Collection Notice anytime Solid Waste, Bulk Waste, or Recycling Materials are not picked up for any reason.
36. **Ordinance** shall mean those parts of the Code of the TOWN governing Solid Waste Collection, Disposal, and Recycling activities within the TOWN.
37. **Recovered Materials Processing Facility** shall mean a facility engaged solely in the storage, processing, resale, or reuse of Recyclable Materials, and that meets the requirements of Section 403.7046, Florida Statutes.
38. **Recyclable Materials** shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable Materials to be collected shall include all materials that are accepted by the Designated Recycling Facility.
39. **Recycling** shall mean any process by which materials that would otherwise have been Residential Solid Waste or Commercial Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
40. **Recycling Bin** shall mean a rigid rectangular receptacle stenciled with the TOWN logo. Recycling Bins shall not contain the name or logo of the CONTRACTOR. Recycling Bins shall be made of plastic or other suitable substance of no less than fourteen (14) gallons.
41. **Recycling Container or Recycling Cart** shall mean a wheeled metal or plastic receptacle, with a capacity of ninety six (96) gallons or an alternative sized specified by TOWN, intended to be manually or mechanically dumped into a loader-packer type recycling truck. Recycling

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Containers shall be stenciled with the Town logo and shall not contain the name or logo of the CONTRACTOR. A Recycling Container is commonly referred to as a “Recycling Cart.”

42. **Residential Collection Service Unit – Single Family, Duplex** shall mean one single family home or one duplex unit that uses containers that are placed at curbside for collection.
43. **Residential Collection Service Unit – Multi Family Container Service** shall mean a Multi Family property that uses containers that are placed at curbside for collections.
44. **Residential Recycling Collection Service Unit** shall mean all types of Residential Collection Service Units utilizing Recycling Bins, Dumpsters and/or Containers, and the delivery of the Recyclable Materials to the Designated Recycling Facility.
45. **Residential Collection Service Unit – Multi Family Dumpster Service** shall mean the Collection of Garbage and Trash from multi-family residential units that utilize dumpsters for the Collection Service. Recycling Collection Service and Bulk Waste Collection Service are at curbside or at a designated location on the property.
46. **Residential Solid Waste** shall mean Garbage and Trash resulting from the normal household activities of a Residential Service Unit. The customer at the Residential Service Unit wherein the waste is collected must generate the Solid Waste. It does not include items defined herein as Contractor-Generated Waste or Exempt Waste. Recyclable Materials and Bulk Waste are not Residential Solid Waste.
47. **Roll-Off Collection Service** shall mean the Collection and disposal of Roll-Off Containers containing Construction and Demolition Debris. Collection of Construction and Demolition Debris is not considered exclusive to the CONTRACTOR under the terms and conditions of the Agreement.
48. **Roll-Off Containers** shall mean any metal receptacle with a capacity of more than eight (8) cubic yards, which is normally loaded onto a motor vehicle. Roll-off Containers utilized for services covered under this Agreement shall be owned by the CONTRACTOR.
49. **Scheduled Collection Day** shall mean any day in which Collection activities take place.
50. **Service Area** shall mean the municipal limits of the TOWN.
51. **Sludge** shall mean the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.
52. **Solid Waste** shall mean Garbage and Trash. Bulk Waste and Recyclable Materials are not considered Solid Waste.
53. **Special Waste** shall mean Solid Waste that can require special handling and management, including, but not limited to used tires, used oil, lead-acid batteries, ash residue, and biological wastes.
54. **TOWN** shall mean the Town of Lauderdale By-The-Sea, Broward County, Florida.
55. **Town Commission** shall mean the Town Commission of the TOWN.

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56. **Town Manager** shall mean the Town Manager of the TOWN, or his/her designated representative(s).
57. **Town Sponsored Special Events** shall mean events sponsored or co-sponsored by the TOWN.
58. **Trash** shall mean plastic bags, wood, bundles, toys, Yard Waste, and other similar waste materials in cans or similar receptacles. Trash does not include items that are Contractor-Generated Waste or Exempt Waste.
59. **Yard Waste (or Yard Trash)** shall mean vegetative materials from normal yard and landscaping maintenance that is from the serviced property.
60. **Yard Waste Collection Service** shall mean the once per week collection of Yard Waste utilizing carts from cart customers (single family, duplex and multifamily).
61. **White Goods** shall mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer and at the Residential Service Unit or Commercial Service Unit wherein the White Goods are collected. Any time White Goods are referenced in this Agreement, it will include the servicing of Brown Goods.
62. **Work Day** shall mean any day, Monday through Saturday.
63. **Undefined Amount of Garbage and Trash** shall mean shall be the quantity of Garbage and Trash that can be placed in the container by the residential unit and still allow proper collection. Lid of container must be in closed position.

SECTION 3: COLLECTION SERVICES TO BE PROVIDED BY CONTRACTOR

The CONTRACTOR shall provide all Residential Services and Commercial Services, as defined in Section 3 herein, within the corporate limits of the TOWN, except as provided herein. ~~CONTRACTOR will meet all disposal requirements of the Broward County Resource Recovery Board's rules and regulations.~~ Said service shall include:

3.1 RESIDENTIAL SOLID WASTE – GARBAGE AND TRASH

- (a) All Residential Solid Waste. The CONTRACTOR is responsible to collect all Solid Waste, Bulk Trash, and Recycling Materials in the Service Area. In the event the CONTRACTOR is not able to collect, CONTRACTOR is required to provide a Non-Collection Notice with the contractual reason for non-collection.
- (b) Christmas Trees. The CONTRACTOR shall collect Christmas Trees from all Residential Service Units at curbside at no additional cost to the Residential Service Unit or the TOWN on normal pickup days when the tree is placed in the cart or on any Bulk Trash pickup day.
- (c) Containers provided by the CONTRACTOR shall meet accepted industry standards. TOWN will select the color of the Container; however, once the color is selected, all Containers shall be the same color. Containers shall have a capacity of

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not greater than ninety-six (96) gallons. The CONTRACTOR is not required to empty any Container that exceeds 150 pounds in weight.

- (c) *Container Replacement.* Upon notification from any Residential Service Unit to the CONTRACTOR of damaged to the customer’s Container, the CONTRACTOR upon verification shall repair or replace the Container with the same item or an equivalent (i.e. capacity, wheels, lid, etc.), at the CONTRACTOR’S own expense, within two (2) Work Days.
- (d) *Collection Rates.* As of the effective date of this Agreement, the CONTRACTOR shall provide Collection Service for each type of service according to the Collection Rates shown in the corresponding Exhibits to this Contract, which are incorporated herein; unless specifically and expressly authorized by this agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the customer or the TOWN.
- (e) *Yard Waste Collection Service.* The Town has the option of implementing Yard Waste Collection Service for residential customers utilizing containers under the following terms and conditions:
 - (1) Upon receipt of written notice from TOWN of its decision to implement yard waste service, the CONTRACTOR shall begin providing once a week residential and Multifamily (with carts service) yard waste collection service within one hundred and twenty (120) days of such notice.
 - (2) The fee for once a week yard waste collection service paid to CONTRACTOR shall be equal to the fee for once a week recycling collection. CONTRACTOR shall provide necessary containers or carts at no additional cost or charge to the customer or the TOWN. Should this Agreement terminate before the end of a three year amortization period following the purchase of carts provide for in this Section, the TOWN shall reimburse the CONTRACTOR the unamortized capital cost of these carts. Example: One thousand Recycling Carts are purchased at a cost of \$50 per cart and \$1.39 is amortized each month. If the Agreement terminates 30 months after the purchase of the cart, the TOWN will reimburse the CONTRACTOR \$8,333 [1000 carts x \$1.39 per month x 6 month].
 - (3) For the first year of Yard Waste Collection Service, the Disposal Fee component of the monthly Collection Rate collected by the CONTRACTOR for Residential Waste Collection Service shall be considered sufficient to cover the actual cost of disposal of Yard Waste and there shall be no change to the rates charged. In the second year after implementation and subsequent years, the Disposal Fee component of the monthly charge to each customer for Yard Waste Collection Service shall be based on the prior year’s actual cost of disposal of Yard Waste from July^{1st} to June 31st, averaged over the number of total number of residential container customers plus any applicable CPI adjustment provided for in Section 6.8.1.2. This amount shall become the new disposal fee in the monthly Collection Rate.

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- (4) The Solid Waste Disposal Fee for Residential Collection Services shall be adjusted as provided for in Section 6.8.1.2.
- (5) An example of how subsection (2) and (3) would work is shown in the Table 3.1.

Table 3.1 – Calculating the Collection and Disposal Rate for Yard Waste Collection Service.

Monthly Rate for Single Family and Duplex				
	Service Components	11-1-11 Monthly Rates	If Yard Waste Implemented in 2012	11-1-13 Monthly Rate (1)
1.	Solid Waste collection	\$4.15	\$4.15	\$4.15
2.	Recycling collection	\$2.08	\$2.08	\$2.08
3.	Yard Waste collection		\$2.08	\$2.08
4.	Bulk Trash Collection	\$1.10	\$1.10	\$1.10
5.	Disposal Fee -Solid Waste	\$8.03	\$8.03	\$6.42 (2)
6.	Disposal Fee-Yard Waste			\$1.11 (2)
	Total	\$15.35	\$17.44	\$16.94

Footnotes:

- (1) For the purpose of this example, the assumption is of the Resource Recovery Board’s disposal fee remains the same and there is no change in CPI.
- (2) The example is calculated on a Yard Waste Disposal Rate of \$50 per ton with twenty percent of the waste stream being diverted to Yard Waste Containers.

Calculation: ~~RRB~~ disposal fee of \$72.57 per ton; 1065 single family accounts; $8.03 * 1065 = \$8,551.95$ monthly disposal fee; $\$8,551.95 / \$72.57 = 117.8$ tons per month; 80% of 117.8 = 94.3 tons of household waste per month; 20% = 23.6 tons of yard waste per month,

3.1.1 Residential Collection Service Units – Single Family, Duplex

- (a) *Frequency.* The CONTRACTOR shall pick up, twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each residential unit.
- (b) *Suspension of Service.* Single Family or Duplex Residential Service Units may suspend service in accordance with the requirements of the Town Code of Ordinances.
- (d) *Placement of Containers.* CONTRACTOR shall pick up all Containers placed within three (3) feet of the street. Containers, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonably possible to its original location. Containers shall not be placed in front of the

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garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.

- (f) *Number of Containers.* CONTRACTOR will provide one (1) ninety-six (96) gallon wheeled container to each Residential Service Unit, unless a smaller size Container is requested by the Residential Service Unit and agreed upon by CONTRACTOR. In accordance with Town Code, Duplexes may share a common Container, provided it is sufficient to accommodate the joint usage without spillover.
- (g) *Residential Handicapped Collection Service.* The CONTRACTOR shall provide off-street Collection for Solid Waste from Residential Service Units if (a) all adult occupants residing therein are handicapped, (b) a written request for off-street service has been made to the CONTRACTOR by the Residential Service Unit, and (c) the request is approved by the Town Manager, in the manner required by the TOWN. No additional monies shall be due to the CONTRACTOR for the provisions of off-street service to handicapped customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the CONTRACTOR to the Residential Service Unit. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Solid Waste Collection Service would otherwise be provided to the Residential Service Unit.

3.1.2 Residential Collection Service Units – Multi Family with Containers

- (a) *Frequency.* The CONTRACTOR shall pick up twice per week, at least three (3) days apart, an undefined amount of Garbage and Trash from each Residential Collection Service Unit at curbside or a designated location.
- (b) *Placement of Containers.* CONTRACTOR shall pick up all Containers placed within three (3) feet of the street. Containers, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonable possible to its original location. Containers shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.
- (c) *Number of Containers.* CONTRACTOR shall provide one (1) ninety-six (96) gallon Container for each Residential Collection Service Unit if requested, to accommodate the Solid Waste Collection needs of the Residential Collection Service Units. CONTRACTOR may reduce total numbers of Containers if collection is easily contained in a lesser number of Containers. The CONTRACTOR shall provide the number of Containers necessary for efficient and sanitary services based on the reasonable request of an authorized representative of the Residential Service Units, in accordance with the following:
 - (i) A “reasonable request” shall be made at least thirty (30) days prior to the desired date of pick-up or delivery of Containers.
 - (ii) A “reasonable request” shall be defined as any request for a number of Containers sufficient for efficient and sanitary services. Regardless of the

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actual number of Containers sufficient for efficient and sanitary services, the Residential Service Units must pay the rate for the number of Containers equaling at least fifty percent (50%) of the number of residential dwelling units. If fifty percent (50%) is not a whole number, the minimum number of Containers will be rounded down; for example, eleven (11) residential dwelling units may request no fewer than five (5) Containers.

- (iii) A reasonable request may be made up to two (2) times per fiscal year for free. Additional requests to have Containers picked up or delivered may be made, but shall require payment of a fee. The fee shall be twenty-five dollars (\$25) for the first four (4) Containers to be picked up or delivered; additional Containers may be requested to be picked up or delivered for a fee of fifteen dollars (\$15) each.
- (iv) In the event of disagreement about the reasonable number of containers, the TOWN shall make the final determination.

3.1.3. Residential Collection Service Units – Multi Family Dumpster Service

- (a) *Number and Size; Frequency of Pickup.* The CONTRACTOR shall provide the sizes and numbers of Dumpsters necessary for efficient and sanitary services based on the reasonable request of an authorized representative of Residential Service Units. Dumpsters shall be picked up as frequently as volume demands, but not less than twice per week, at least three (3) days apart. The customer and the CONTRACTOR shall mutually agree upon the size and frequency of pick-up of Dumpsters. The CONTRACTOR shall notify customer if it is deemed necessary to increase service, and notify the TOWN of their intention to do so. Any dispute between customer and CONTRACTOR shall be resolved by TOWN and the decision of the Town shall be final and binding.
- (b) *Dumpsters.* Dumpsters provided by the CONTRACTOR shall meet accepted industry standards. The CONTRACTOR shall maintain dumpsters as necessary to maintain efficient and sanitary services.

(Second Amendment 1-11-2011)

3.2 RESIDENTIAL BULK WASTE

3.2.1 Bulk Waste Collection for Residential Service Unit – Single Family, Duplex

The CONTRACTOR shall pick up, once a month, an undefined amount of Bulk Waste from each Residential Service Unit on the same day and in conjunction with one of the regular Solid Waste Residential Collection Service. The CONTRACTOR shall pick up Bulk Waste on the normal Solid Waste Collection day, but in no instance more than twenty-four (24) hours after the regularly scheduled day. Bulk Waste must be generated by the customer and placed curbside.

3.2.2 Bulk Waste Collection for Residential Service Unit – Multi Family with Containers

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The CONTRACTOR shall pick up, once per month, the equivalent of up to one (1) cubic yard of Bulk Waste multiplied by the number of Containers from the Residential Service Units. For example, if an 11 unit Multi Family property has five (5) Containers, the CONTRACTOR shall collect up to five (5) cubic yards of Bulk Waste.

The CONTRACTOR shall pick up Bulk Waste on one of the normal Solid Waste Collection days, but in no instance more than twenty-four (24) hours after the regularly scheduled pick up day. Bulk Waste must be generated by the customer and placed at curbside or a designated location.

3.2.3 Bulk Waste Collection Service for Residential Collection Service Units – Multi Family Dumpster Service

The CONTRACTOR shall pick up, once per month, an undefined amount of Bulk Waste from each Residential Service Unit on the same day and in conjunction with one of the regular Solid Waste Residential Collection Service. The CONTRACTOR shall pick up Bulk Waste on the normal Solid Waste Collection day, but in no instance more than twenty-four (24) hours after the regularly scheduled pick up day. Bulk Waste must be generated by the customer and placed at curbside or a designated location.

(Second Amendment 1-11-2011)

3.3 COMMERCIAL SOLID WASTE

3.3.1 **Commercial Solid Waste Collection Service** – The CONTRACTOR shall provide Commercial Solid Waste Collection Service as deemed necessary and as determined between the CONTRACTOR and the customer. However, frequency shall be no less than two (2) times per week with no exception for Holiday(s) as set forth herein, except that Collection service scheduled to fall on a Holiday may be rescheduled as determined between the customer and the CONTRACTOR as long as the minimum frequency requirement is met. The size of the Container or Dumpster and the frequency of Collection (meeting minimum requirements) shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste shall be placed outside the Container or Dumpster. Dumpster(s) and Container(s) shall be accessible to the CONTRACTOR’S crew and vehicles. In the event of disagreement about the size of dumpster or frequency of collection, the TOWN shall make the final determination.

3.3.2 **Rates** - The CONTRACTOR shall provide Container(s) and Dumpster(s) at the approved rates as identified in Exhibit 4 and Exhibit 5 Compacted Dumpster Service, which are incorporated herein, and, unless specifically authorized by this agreement, CONTRACTOR shall not impose any other charges or assessments of any kind whatsoever to the customer or the TOWN unless specifically and expressly set forth herein. Customers may own their Dumpsters and/or Container(s) provided that the customer shall be completely responsible for its proper maintenance and such Container(s) shall be of a type that can be serviced by the CONTRACTOR’S equipment.

3.3.3 **TOWN Facilities Service** – The CONTRACTOR shall provide Solid Waste Collection, Bulk Waste Collection, Roll-Off Collection and Recycling Collection and disposal to all

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current and future TOWN owned and/or operated facilities without charge to the TOWN. Containers, Dumpsters, and Roll-Offs shall be furnished and maintained by the CONTRACTOR at no charge to the TOWN. The size of the Containers, Dumpsters, and Roll-Offs and the frequency of pick-up service for said facilities shall be at such intervals as determined by the TOWN.

- 3.3.4 **Service Levels not Designated** – For service levels not designated, the CONTRACTOR shall provide the level and type of service negotiated and mutually agreed upon between the CONTRACTOR and customer at the rates negotiated and mutually agreed upon between the CONTRACTOR and the customer. All said service levels, types, and rates shall be approved by the TOWN.
- 3.3.5 **Town Sponsored Special Events** – The CONTRACTOR shall provide Containers, Dumpsters, portable toilets and/or Roll-offs, as well as Collection of Solid Waste from such receptacles, for up to a maximum of twelve (12) Town Sponsored Special Events per year for the term of the Agreement at no cost to the TOWN or Special Event co-sponsors. The CONTRACTOR shall collect said receptacles on an on-call basis. The TOWN shall determine the size and number of said receptacles to be provided by the CONTRACTOR. The CONTRACTOR shall be responsible for the expenses of Containers, Dumpsters, portable toilets and/or Roll-offs rental and maintenance, Collection, Disposal Charges, and all other expenses incurred for the Town Sponsored Special Events.

3.4 RECYCLING

The CONTRACTOR shall offer recycling services to all Commercial Service Units; the fees for those services shall be agreed upon by the Commercial Service Unit and the CONTRACTOR. Commercial Recycling is exempt from this Agreement and not regulated by the Town.

The CONTRACTOR shall provide Recycling Services to all Residential Service Units and TOWN facilities in the Service Area, as well as Town Sponsored Special Events as described in Section 3.4.7 below.

- (a) CONTRACTOR shall provide Recycling Services to all Residential Collection Units one (1) day per week, on a regular scheduled Solid Waste pick up day. The services to be performed by the CONTRACTOR shall consist of Collection of all designated Recyclable Materials and transportation to the Designated Recycling Facility.
- (b) ~~The CONTRACTOR shall offer recycling Services to all Commercial Service Units; the fees for those services shall be agreed upon by the Commercial Service Unit and the CONTRACTOR.~~ Reserved.
- (c) Should unanticipated events, circumstances, or changes in law arise that necessitate any additions or deletions to work described in this Section, including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Agreement amendment covering such modifications and any compensation to CONTRACTOR before undertaking any changes or revisions to such work.

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- (d) **Purchase and Distribution:** CONTRACTOR shall provide one (1) Recycling Cart to each Residential Collection Service Unit – Single Family and Duplex and one (1) Recycling Cart for every Garbage Container required in Section 3.1.2 for Residential Collection Service Units – Multi Family with Containers. TOWN will select the color of the Container; however, once the color is selected, all Containers shall be the same color. The TOWN may select one alternative sized CART that the Residential Collection Service Unit may request from CONTRACTOR and CONTRACTOR shall promptly provide said carts to the customers as directed by the Town at no charge to either the customer or the Town. All Recycling Carts shall be capable of being emptied by mechanical equipment.
- a. ~~Within one hundred and twenty (120) days of receiving notice to proceed from TOWN, CONTRACTOR shall, at its sole cost and expense, purchase and distribution Recycling Carts to all Residential Collection Service Units subject to the limits noted in this subsection. As part of the distribution process, CONTRACTOR shall collect all the current Recycling Bins. In the event, the TOWN purchases Recycling Carts, the CONTRACTOR will pay to the TOWN what the CONTRATOR would have spent for the same number of Recycling Carts, or what the TOWN paid, whichever is less, up to a maximum of a thousand carts. This payment is subject to the amortization and unamortized reimbursement described herein. The CONTRACTOR shall prepare and distribute TOWN purchased Recycling Carts at no cost to the TOWN or eustomers. Reserved.~~
 - b. The CONTRACTOR shall maintain sufficient Recycling Carts to ensure that extra or replacement Recycling Carts can be provided to customers or properties in accordance with the terms and conditions of the Agreement. The CONTRACTOR’S employees shall take care to prevent damage to Recycling Carts by unnecessary rough treatment.
 - c. The CONTRACTOR shall purchase and distribute new Recycling Carts as requested by TOWN to existing Residential Collection Service Units for the term of this Agreement.
 - d. The CONTRACTOR shall purchase and distribute Recycling Carts to new Residential Collection Service Units that are added to the Service Area during the term of the Agreement.
 - e. ~~**Amortization of Recycling Carts.** Should this Agreement terminate before the end of a three year amortization period following the initial purchase of Recycling Carts by the CONTRACTOR, the TOWN shall reimburse the CONTRACTOR the unamortized capital cost of those Recycling Carts. Example: One thousand Recycling Carts are purchased by the CONTRACTOR at a cost of \$50 per cart and \$1.39 is amortized each month. If the Agreement terminates 30 months after the purchase of the Carts, the TOWN will reimburse the CONTRACTOR \$8,333 [1000 carts x \$1.39 per month x 6 month]. Reserved.~~

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- (e) **Replacement** – Upon notification to CONTRACTOR by the TOWN or a customer that the Residential Service Unit’s Recycling Cart has been stolen or that it has been damaged beyond repair, the CONTRACTOR upon verification shall deliver a replacement Recycling Cart to such Residential Service Unit within two (2) Work Days. Each Residential Service Unit shall be entitled to two replacements of lost, destroyed, or stolen Recycling Carts during the current term of the Agreement at no cost to the TOWN or the Residential Collection Service Unit. Additional replacement Recycling Carts shall be provided according to the schedule in Exhibit 5, Special Services.
- (f) **Ownership** – Ownership of Recycling Carts purchased by the CONTRACTOR shall rest with the CONTRACTOR, except that ownership of Recycling Carts in the possession of a Residential Collection Service Unit or TOWN at the end of the Agreement shall rest with the TOWN.
- 3.4.1 **Recyclable Materials to be Collected** – The CONTRACTOR shall collect all Recyclable Materials that are accepted by the Designated Recycling Facility and that are placed in a Recycling Container.
- 3.4.2 **Contaminated Recyclable Materials** – The CONTRACTOR shall not be required to collect Recyclable Materials from Residential Service Units if the customer does not segregate the Recyclable Materials from Residential Solid Waste. If Recyclable Materials are contaminated through commingling with Residential Solid Waste, the CONTRACTOR shall, if practical, separate the Residential Solid Waste from the Recyclable Materials. The Recyclable Materials shall then be collected and the Residential Solid Waste shall be left in the Recycling Bin or Recycling Container along with a Non-Collection Notice of why the Residential Solid Waste is not considered a Recyclable Material. However, in the event the Recyclable Materials and Residential Solid Waste are commingled to the extent that they cannot easily be separated by the CONTRACTOR, or the nature of the Residential Solid Waste renders the entire Recycling Bin or Recycling contaminated, the CONTRACTOR shall leave the Recycling Bin or Recycling Container un-emptied and issue a Non-Collection Notice to the customer containing instructions on the proper procedures for setting out Recyclable Materials. The TOWN shall approve the design of said notice, and the cost of printing said notice shall be borne by the CONTRACTOR. The CONTRACTOR shall not collect the Recyclable Materials until the Residential Service Unit segregates the Recyclable Materials from Residential Solid Waste. The CONTRACTOR shall maintain a record of the address of any Residential Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.
- 3.4.3 **Recycling Containers for Residential Units Utilizing Dumpsters** – The CONTRACTOR shall provide the same level of Residential Recycling Service to Residential Units using Dumpsters as provided to the Residential Units – Multi Family as identified in Section 3.4.4. If the recycling volume is sufficient, upon request of the Properties, CONTRACTOR shall provide a recycling dumpster instead of Recycling Carts.

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- 3.4.4 **Residential Handicapped Recycling Service** – The CONTRACTOR shall provide off-street Collection of Recyclable Materials from Residential Service Units if all adult occupants residing therein are handicapped and if a request for off-street service has been made to the CONTRACTOR, and approved by the TOWN, in the manner required by the TOWN. The TOWN shall notify the CONTRACTOR in writing of any customers requiring off-street service. No additional monies shall be due to the CONTRACTOR for the provisions of off-street service to handicapped customers. The point of Collection for off-street service shall be the back or side-yard or such other location as designated in writing by the Town Manager. The CONTRACTOR shall provide off-street service on the same scheduled Collection day that Residential Service would otherwise be provided.
- 3.4.5 **TOWN Facilities Recycling Service** – The CONTRACTOR shall provide Recycling Service to all current and future TOWN owned and/or operated facilities without charge to the TOWN, provided Recyclable Materials are properly containerized in Recycling Containers and/or Recycling Bins. The TOWN shall specify the location of Recycling Bins and/or Recycling Containers. It shall be the responsibility of the CONTRACTOR to collect the Recyclable Materials and return such receptacles to their specified location. The CONTRACTOR shall provide, at the CONTRACTOR’S sole expense, the number of Recycling Bins and/or Recycling Containers required by the TOWN to prevent overflow based on one (1) time per week Collection.
- 3.4.6 **Town Sponsored Special Events** – The CONTRACTOR shall provide Recycling Bins and/or Recycling Containers for up to a maximum of twelve (12) Town Sponsored Special Events per year for the term of the Agreement. The CONTRACTOR shall provide Recycling Services for Town Sponsored Special Events at no cost to the TOWN or Special Event co-sponsors. The CONTRACTOR, on an on-call basis, shall collect such Recycling Bins and/or Recycling Containers. The TOWN shall determine the size and number of said Containers. The CONTRACTOR will be responsible for the expenses of Container rental and maintenance, collection, processing charges, and all other Recycling expenses incurred for the Town Sponsored Events.

3.5 DESIGNATED DISPOSAL FACILITY

All Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials from TOWN facilities collected pursuant to this Agreement shall be delivered to facilities designated (“Designated Disposal Facilities”) by the TOWN, with the exception of waste which is shown by affidavit to be destined for transportation to any destination outside of the State of Florida.

~~CONTRACTOR shall be responsible for complying with all terms of the TOWN’S Interlocal Agreement with Broward County for Solid Waste Services, as amended (“Interlocal Agreement”), which specifically state that a contractor for any party to the Interlocal Agreement must comply with such term.~~

Should CONTRACTOR direct waste to a location outside the State of Florida, it shall indemnify and hold harmless the TOWN for any action resulting from such disposal. CONTRACTOR specifically acknowledges that the prices in this Agreement include this indemnification and hold harmless obligation as a part of its cost for out of state delivery, and such cost is not to be interpreted as a penalty for, or barrier to, delivery of the waste by CONTRACTOR out of state.

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~~The handling of all solid waste and recycling materials will be in accordance with the Broward Solid Waste Disposal District Plan of Operation or the direction of the TOWN if Town determines to use a different plan of operation. The TOWN shall retain ownership of all Solid Waste, Bulk Waste, Residential Recyclable Materials, and Recyclable Materials from TOWN facilities until delivery to the Designated Disposal Facility. In the event that CONTRACTOR commingles any solid waste, bulk waste, recyclables, or other materials collected under the terms and conditions of this Agreement with solid waste or other materials from other jurisdictions, CONTRACTOR shall indemnify and hold TOWN harmless from any and all losses, claims, or liability associated with the quantities of solid waste or other materials that were commingled.~~

3.5.1 ~~Municipal Option~~

~~In the event the TOWN considers not participating in the Broward County Solid Waste Plan and it considers participating in a disposal contract or plan developed or offered by another municipality or group of municipalities, (hereinafter referred to as the Municipal Option) TOWN will provide the Contractor the opportunity to make a proposal to TOWN that meets or is better than the bona fide contract price, benefits and terms of the Municipal Option.~~

~~The CONTRACTOR has thirty (30) days to provide TOWN a written proposal from the date the TOWN provides written notice to CONTRACTOR that it is considering participating in the Municipal Option and a copy of disposal contract, proposal or plan that the TOWN has in its possession. Upon receipt of the CONTRACTOR’S proposal, the TOWN shall have 30 days to review the proposal and meet with the CONTRACTOR (the Review Period). The Town Manager shall meet with the CONTRACTOR on at least one occasion to discuss the proposal during the Review Period. By written extension, the CONTRACTOR AND Town Manager may extend the Review Period for one additional 30 day period.~~

~~If the parties have not executed a signed agreement based on the proposal within the Review Period, then the TOWN shall be free to pursue the Municipal Option. CONTRACTOR understands and agrees that TOWN shall be under no obligation to accept any proposal from CONTRACTOR.~~

~~The CONTRACTOR understands and agrees that TOWN shall be under no obligation to accept any proposal from CONTRACTOR. The sole purpose of this provision is to offer the CONTRACTOR and TOWN a means to explore opportunities for the TOWN to consider other options, in the event it chooses to terminate its participation in the present Broward County Solid Waste Plan and is solely intended for the benefit of the TOWN. In no event shall the CONTRACTOR have a claim against the TOWN based on the failure of the TOWN and the CONTRACTOR to reach an agreement on the CONTRACTOR’S proposal or the failure of the TOWN to accept any such proposal by CONTRACTOR as the parties recognize that any decision in this regard rests in the sole discretion of the TOWN.~~

~~This right of proposal does not apply if the TOWN bids its own contract(s) for disposal or participates with other municipalities in a joint or cooperative bidding or request for proposal process or if the TOWN chooses to participate in a successor plan to the~~

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~~Broward County Solid Waste Plan or some amended version of the Broward County Solid Waste Plan.~~

3.5.21 Change in Designated Disposal Facility

In the event the TOWN changes the Designated Disposal Facility, TOWN shall give CONTRACTOR at least sixty (60) days notice ~~to CONTRACTOR~~ of the date the change is to go into effect.

- (a) In such case, TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement that may be required in order to implement changes in the interest of the public welfare or due to change in law.
- (b) When such modifications to this Agreement are necessary, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section.
- (c) The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment. In the event the parties cannot reach agreement within 30 days of the notice, then either party has the right to terminate this agreement on 180 days written notice. During any such 180 day period, CONTRACTOR shall cooperate with TOWN in assuring a smooth transition to the new disposal facility or arrangement.

3.6 SPECIAL WASTE COLLECTION SERVICES

CONTRACTOR shall not be required to collect and/or dispose of Special Waste, Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All collection and disposal for those types of waste are not regulated or exclusive under this Agreement, but if provided by the CONTRACTOR, shall be in strict compliance with all federal, state, and local laws and regulations.

3.7 TOWN’S RIGHT TO DESIGNATE CONTAINER SIZE AND FREQUENCY OF PICK UP

The TOWN reserves the right to determine the frequency of pick up and size of Containers needed at all Residential Service Units and Commercial Service Units within the TOWN’S corporate limits. If the TOWN determines that a change in frequency of service or Container size is necessary, the CONTRACTOR shall adjust Containers and Dumpsters and frequency of service accordingly. The customer shall be responsible to pay for the adjusted service levels, whether increased or decreased.

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3.8 MIXED USE PROPERTIES

3.8.1 **Defined** - The following terms are defined for purposes of this subsection 3.98 only:

(a) *Mixed-use property* is defined as a property, which may contain more than one parcel or premises, containing both residential and non-residential uses. For the purposes of solid waste collection under this section, the non-residential uses shall not involve food sales or service.

(b) *Small mixed-use property* is defined as a mixed-use property with a total area of 6,000 square feet or less.

(c) *Large mixed-use property* is defined as a mixed-use property with a total area of greater than 6,000 square feet.

3.8.2 **Solid Waste and Bulk Waste Container Service** - As an alternative to the use of Dumpsters, property owners and tenants of mixed use properties may arrange for Solid Waste and Bulk Waste Collection as follows:

(a) *Small mixed-use property option.* The property owner or the single tenant of a small mixed-use property may arrange for a residential container that will also serve the non-residential use(s). Such owner or tenant shall be charged the residential container rate in Exhibit 1 in those cases where the Garbage from the entire property can be accommodated in one residential container, without spillover. In the event an additional container(s) is (are) required, it (they) shall be provided at the commercial container rate applicable to similar volumes of Garbage. Bulk waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly, upon request at the next regularly scheduled pickup.

(b) *Large mixed-use property option.*

i. *Property owners.* The property owner of a mixed-use property in excess of a total area of 6,000 square feet may arrange for a single or multiple commercial containers that will also serve the residential use of the property, if the container(s) is (are) of sufficient size to accommodate the joint usage without spillover. Such owner shall be charged the commercial container rate. Bulk waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly upon request at the next regularly scheduled pickup.

ii. *Tenants.* The tenant of a mixed-use property in excess of a total area of 6,000 square feet, who leases both non-residential space and a residential dwelling on the property, may arrange for a single or multiple commercial containers to serve both his or her residential and non-residential Garbage disposal needs, if the container is of sufficient size to accommodate the joint usage without spillover. Such Tenants shall be charged the commercial container rate. Bulk waste pickup shall be provided for the residential use only, which shall not exceed two (2) cubic yards monthly upon request at the next regularly scheduled pickup.

3.8.3 **Other Requirements.** Mixed Use Properties opting to use Containers shall be governed by the following:

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(a) *Christmas Trees.* The CONTRACTOR shall collect Christmas Trees from mixed use properties at no additional cost to the properties or the TOWN when the tree is placed in the Cart or on any Bulk Trash pickup day.

(b) *Container Replacement.* Upon notification from any mixed use property to the CONTRACTOR that the CONTRACTOR damaged the customer’s Container, the CONTRACTOR upon verification shall repair or replace the Container with the same item or an equivalent (i.e. capacity, wheels, lid, etc.), at the CONTRACTOR’S own expense, within two (2) Work Days.

(c) *Containers.* Containers shall have a capacity of not greater than ninety-six (96) gallons. Containers provided by the CONTRACTOR shall meet accepted industry standards. CONTRACTOR will select the color of the Container. The CONTRACTOR is not required to empty any Container that exceeds 150 pounds in weight.

(d) *Placement of Containers.* CONTRACTOR shall pick up all Containers placed within three (3) feet of the street. Containers, after being emptied by CONTRACTOR, will be returned by CONTRACTOR as close as reasonable possible to its original location. Containers shall not be placed in front of the garage doors or behind vehicles blocking vehicular movement unless originally placed in those locations by the resident.

(Second Amendment 1-11-2011)

SECTION 4: EDUCATION SERVICES

The CONTRACTOR shall provide the following public education services about the TOWN’S Solid Waste, Bulk Waste, and Recycling Services. The CONTRACTOR shall be responsible for all expenses associated with the notices and educational services required herein. All notices, educational materials, and educational services shall be approved by the Town Manager prior to being printed and used by the CONTRACTOR.

4.1 ANNUAL NOTICE TO CUSTOMERS

The CONTRACTOR shall design, print, and distribute an annual notice to all Residential and Commercial customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service.

4.2 NOTICES TO NEW CUSTOMERS

The CONTRACTOR shall design, print, and distribute a notice to new Residential and Commercial customers within the Service Area. At a minimum, the notice shall identify the scheduled Collection days, summarize the applicable set-out requirements, provide an overview of current issues affecting the service, provide information on how to register complaints, and how to contact Customer Service. The notice shall be sent out not later than thirty (30) days after service begins.

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4.3 NON-COLLECTION NOTICE

The CONTRACTOR shall not be required to collect any Solid Waste, Bulk Waste, or Recyclable Materials, within reason, which does not meet the requirements in this Agreement. The CONTRACTOR shall collect that portion of Solid Waste, Bulk Waste, or Recyclable Materials that meets the set-out requirement, and shall affix to the improper Garbage Can, Container, Bag, or other material a Non-Collection Notice explaining why Collection was not made. The TOWN shall approve the design of said notice and the cost of printing said notice shall be borne by the CONTRACTOR. The CONTRACTOR shall maintain a record of the address of any customer where Solid Waste, Bulk Waste, or Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, to be provided to the TOWN upon request.

SECTION 5: HOURS OF COLLECTION

5.1 RESIDENTIAL SERVICES

Residential Services shall be made with a minimum of noise and disturbance commencing no earlier than 7:00 a.m., local time, and terminating no later than 6:00 p.m., local time, Monday through Saturday, with no service on Sunday. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the TOWN.

5.2 COMMERCIAL SERVICES

Commercial Services shall be made with a minimum of noise and disturbance and shall be provided between the hours of 7:00 a.m., local time, and 6:00 p.m., local time, Monday through Saturday and between the hours of 8:00 a.m., local time, and 6:00 p.m., local time, on Sunday. The receipt by the TOWN of a continued complaint pattern referencing noise or disturbances that occurred during the operating hours set forth in this Section shall be prima facie evidence of “disturbances” and the CONTRACTOR shall adjust the Commercial Service hours at such identified locations as the TOWN shall direct the CONTRACTOR in writing. The adjustment of such hours shall not result in a rate change for the CONTRACTOR. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the TOWN.

SECTION 6: CHARGES AND RATES

6.1 COLLECTION SERVICES

The CONTRACTOR shall be responsible for the establishment of all collection service accounts, billing and collection of payments for all accounts in accordance with the Collection Rates as they may subsequently be adjusted pursuant to this Agreement. Town shall bear no responsibility for unpaid accounts and CONTRACTOR may not terminate, suspend, or interrupt service based upon non-payment. In the event of non-payment by a customer, CONTRACTOR, as its sole and exclusive remedy from the TOWN, shall (in writing) provide the name, address and amount of nonpayment to the TOWN and TOWN shall use its code enforcement prosecution process to attempt to collect the amount of the non-payment. Any amounts so collected by the

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Town, representing the amount of the nonpayment, shall be provided to the CONTRACTOR upon receipt by the TOWN. The TOWN shall not be responsible or liable in any way whatsoever, for any unpaid bills or for its inability to collect unpaid accounts and the TOWN shall not be required to foreclose on any code enforcement liens for unpaid service, though it may, at its sole option, undertake such action. CONTRACTOR shall be responsible for all costs incurred in the collection of Solid Waste and other materials as required herein, including but not limited to, cost of equipment, employees and related costs, disposal fees, fuel and maintenance, administration, and all other costs incurred in the provision of the required services. The TOWN shall bear no responsibility for any costs unless specifically and expressly provided for herein. The customer’s only obligation shall be to pay the charges set forth in the appropriate Exhibits setting forth charges or as otherwise specifically and expressly set forth herein.

6.2 SPECIAL COLLECTION SERVICES

The CONTRACTOR shall be responsible for the billing and collection of payments for Special Collection Services. Rates for Special Collection Services are set in Exhibit 6 for the term of the Agreement and are not subject to annual rate increases. Special Collection Services for current and future TOWN facilities shall be provided at the request of the TOWN facilities and at the expense of the CONTRACTOR.

6.3 CHANGE IN BILLING PRACTICES; DISPOSAL FEES

6.3.1 The TOWN reserves the right at any time to change billing and collections responsibilities for Residential and Commercial accounts. To the extent that TOWN elects to assume billing and collections responsibilities for Residential and or Commercial accounts, the CONTRACTOR will compensate TOWN for providing such service in the form of a monthly administrative fee equal to ten percent (10%) of the Collection element of the Rates shown in the then current Collection Rates.

6.3.2 The TOWN reserves the right at any time to elect to pay Disposal Charges directly for solid waste disposed through Cart Service, Dumpster Service, or both. Upon written notice to the Contractor of the Town’s intent to pay for Disposal Charges for a particular class of customer and on the date set forth in the notice, the CONTRACTOR shall be responsible for reimbursement to the Town as set forth below.

6.3.2.1 Cart Service. CONTRACTOR shall submit to TOWN all revenues collected from the Disposal Fee component of the Collection Rates within thirty days of collection.

6.3.2.2 Dumpster Service. Since there is no Disposal Fee component in the dumpster Collection Rate, the amount submitted to TOWN shall be calculated based on the percentage of the Disposal Charge to the total Collection Rate for the previous twelve months.

6.4 APPROVED COLLECTION RATES

The rates shown in the Collection Rate Exhibits shall apply to all Residential Service Units and Commercial Service Units within the corporate limits of the TOWN.

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6.5 FRANCHISE FEES AND ADMINISTRATIVE FEE

6.5.1 In consideration of the privilege granted to the CONTRACTOR to use and occupy the streets, alleys, bridges, easements, and other public places of the TOWN, pursuant to this Agreement and the right to charge the fees set forth herein, the CONTRACTOR shall pay to the TOWN a Franchise Fee for all services CONTRACTOR provides under this Agreement within the TOWN’S municipal corporate limits. Franchise Fees for Residential Collection Services shall be established equal to three point seventy six percent (3.76%) of gross revenues. Franchise Fees for Commercial Collection Services shall be established at ten percent (10%) of gross revenues. CONTRACTOR shall submit payment to the TOWN monthly for the duration of this Agreement, as amended from time to time. Franchise fees are included in the Collection Rates set forth in the Exhibits but CONTRACTOR may show the Franchise Fee separately on the customer’s bill.

6.5.1.1 CONTRACTOR shall submit to the TOWN on a monthly basis, with the payment of the Franchise Fee, a financial statement setting forth the computation of Gross Revenues used to calculate the Franchise Fee for the preceding month and a detailed explanation of the method of computation. The CONTRACTOR’S chief Financial Officer shall certify the statement financial or other duly authorized officer. The CONTRACTOR will bear the cost of the preparation of such financial statements.

6.5.1.2 Subject to applicable law, no acceptance by the TOWN of any Franchise Fee payment shall be construed, as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the TOWN may have for additional sums payable. The Franchise Fee payment is not a payment in lieu of any other tax, fee, or assessment.

6.5.2 In addition to the Franchise Fee provided for in Section 6.5.1, an Administrative Fee equal to three point seventy six percent (3.76%) of the monthly Collection Rate for single family/duplex residential collection services, less Franchise Fee, shall be paid TOWN upon collection of residential accounts. The Administrative Fee shall not be billed to the customer.

6.6 ADDITIONAL SERVICES

6.6.1 As determined by the Town Commission, the TOWN may provide additional solid waste services such as, but not limited to, recycling incentive programs and related education services. At the TOWN’S option, it may increase the monthly Collection Rate for various classes of customers to fund these additional services. For as long as CONTRACTOR does the solid waste billing, upon receipt, CONTRACTOR shall pay to the TOWN at the end of each month, the increased amount collected for these additional services.

6.6.2 CONTRACTOR shall provide once per month electronic waste collection from residents at no additional cost to TOWN or residents.

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6.7 RECYCLING REVENUES

The TOWN shall retain all sums received from the sale of Recyclable Materials as a result of the CONTRACTOR’S provision of Recycling services for all Residential Service Units, Community Events, and TOWN facilities. CONTRACTOR shall take all steps necessary to ensure that payments from the Designated Recycling Facility resulting from the sale of Recyclable Materials are paid directly to the TOWN and not the CONTRACTOR. The CONTRACTOR shall maintain proper and accurate records to reflect the weight, by sort category, of the Recyclable Materials recovered each month, including copies of receipts from the Designated Recycling Facility.

6.8 CHANGES TO EXHIBITS TO REFLECT CHANGES IN RATES

The Collection Rates provided herein are subject to change as set forth below. The Exhibits to this Agreement stating the rates to be charged hereunder shall be amended to reflect changes in the Disposal Charge and in the Consumer Price Index, as provided in this Section. The amended Exhibits shall be filed with the City Clerk, with a copy provided the Contractor, and shall be deemed effective as if fully set forth in this Agreement until subsequently amended as provided hereunder without the necessity of a formal amendment to this Agreement

(Second Amendment 1-11-2011)

6.8.1 Disposal Fee Adjustment

6.8.1.1 Upon the written request of either the CONTRACTOR or TOWN, and after documentation has been submitted acceptable to the Town Manager demonstrating the basis for a Disposal Fee adjustment, the Disposal Fee component of the Monthly Collection Rate (as set forth in the Exhibits to this Agreement) shall be adjusted, on the first of the month closest to the effective date of such change in Disposal Rate(s). The change shall reflect the percentage change (either an increase or decrease) in the Disposal Rate. If a proposed change in the Disposal component is approved by the Town Manager, then such change shall be reflected on an amended exhibit as set forth in this subsection.

6.8.1.2 The parties understand that the volumes in the waste stream is expected to change in the future as customers increase their recycling and use alternative services such as yard waste collection and therefore wish to provide a mechanism to adjust the Monthly Collection Rate to reflect the adjustment in disposal costs, In order to effectuate this intent, the Disposal component for each class of customers receiving cart service shall be adjusted on October 1st of each year based on the previous tonnage of solid waste collected from period from June 1 to May 31 prior to the October 1 adjustment date; that amount shall be divided by the number of customer accounts to yield the amended Disposal Fee component of the monthly Collection Rate. The monthly Collection Rate (and the Exhibit providing for same) shall be amended to reflect such change as provided for in this subsection. An example of how this would work is shown in Table 6.8.1

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Table 6.8.1- Example of Calculating the Annual Disposal Cost for Single Family and Duplex Customers

Type of Disposal	Oct 2012 Cost Per Ton (1)	Tons Collected 6/11 to 6/12	Monthly Disposal Cost Per User (2)	Previous Year True-up (3)	Oct 1, 2012 Monthly Rate
Solid Waste	\$72.57	1060.5	\$6.02		\$6.02
Recycling					
Yard Waste	\$50.00	282.8	\$1.11		\$1.11
Bulk Waste	\$50.00	70.7	\$0.28		\$0.28
Total		1,414	\$7.41		\$7.41

- (1) Actual cost of disposal
- (2) Based on the number of single family and duplex customers in June 2012, which in this example is 1,065.
- (3) True-up is the difference between the actual cost of disposal in the previous year and the disposal fee paid to the CONTRACTOR divided by the number of customer accounts divided by 12 months to get a monthly amount. In the example, there is no true-up in first year of calculating Disposal Fee

6.8.2 CPI Increase.

Upon the written request of either the CONTRACTOR or TOWN, and once documentation, demonstrating the basis for a CPI adjustment, has been submitted acceptable to the Town Manager, the Collection component of the monthly collection rate shall be adjusted, effective October 1 of each year, to account for the change in the annual Consumer Price Index, from the previous period from June 1 to May 31 prior to the October 1 adjustment date, based on the All Urban Consumers, Miami/Fort Lauderdale Region. No CPI adjustment shall be greater than five percent (5%) If a proposed change in the Collection component is approved by the Town Manager, the appropriate Exhibit to this Agreement shall be amended as provided for in this subsection.

SECTION 7: SCHEDULES AND ROUTES

7.1 SCHEDULES AND ROUTES TO TOWN

The CONTRACTOR shall submit proposed changes to routes and schedules to be approved by the Town Manager no later than ninety (90) calendar days prior to the proposed effective date of the change.

In the event of a temporary change in residential routes or schedules that will alter the day of Collection, the CONTRACTOR shall have said changes approved by the Town Manager at the earliest practical date. The CONTRACTOR shall bear all expenses for public education in the event of a change in residential routes (i.e. preparation of news releases, postage, copies, etc.).

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The TOWN reserves the right to deny the CONTRACTOR’S vehicles access to certain streets, bridges, and public ways, inside the TOWN or outside the TOWN in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. The CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures.

7.2 HOLIDAY PICK-UP SCHEDULE

Christmas and New Year’s Day are designated Holidays. The CONTRACTOR is not required to provide solid waste cart, Bulk Waste, or cart/bin recycling collection or maintain office hours on Holidays. Solid Waste cart and recycling collection shall be collected on the customer’s next regularly scheduled pick-up day after the Holiday. If Bulk Waste collection falls on a Holiday, the CONTRACTOR shall schedule Bulk Waste collection one week after the Holiday.

Dumpster collection shall not be affected by Holidays; however, nothing herein prevents the CONTRACTOR for making alternative arrangements for Holiday collection of dumpsters.

The TOWN reserves the right to add or delete designated holidays for the duration of this Agreement.

SECTION 8: EMERGENCY SERVICE PROVISIONS

8.1 SUSPENSION OF COLLECTION SERVICES.

In an emergency event such as a hurricane, tornado, major storm, natural or manmade disaster, or other such event, the TOWN may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the TOWN when it is anticipated that normal routes and schedules can be resumed.

8.2 EMERGENCY EVENTS CLEAN-UP.

The clean-up from emergency events is not exclusive to this Agreement. The TOWN reserves the right to select the CONTRACTOR and/or another agency and/or company to perform the clean-up from emergency event(s). The CONTRACTOR shall, by request of the TOWN, work jointly with other agencies and/or companies during emergency events. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours, and other documented expenses.

8.3 EMERGENCY PREPAREDNESS PLAN

The CONTRACTOR shall submit to the TOWN by April 15th of each year an Emergency Preparedness Plan and a price list and rate information to perform such services, if plans or rates change. The rates and fee schedule in the Plan must be reasonable and within market rates. In no event shall the rates change by more than the CPI adjustment provided for in Section 6.8. The CONTRACTOR shall perform debris removal services when requested by the TOWN. The CONTRACTOR shall begin to assist the TOWN to clear roads and remove storm debris with heavy equipment within twenty-four (24) hours after the event passes provided the

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CONTRACTOR has first secured written authorization and approval from the Town Manager. The CONTRACTOR shall begin a significant effort to remove vegetative and construction and demolition materials debris within seventy-two (72) hours after the event passes, provided the CONTRACTOR has first secured written authorization and approval from the Town Manager. The equipment and manpower resources and other particulars will be identified in the Emergency Preparedness Plan. CONTRACTOR shall be responsible for the preparation of all documents and forms and support information required by Federal Emergency Management Agency (FEMA). The CONTRACTOR within the time limits established by FEMA for such filings shall submit such documents, forms and information to the TOWN. CONTRACTOR shall refund to TOWN any payment to CONTRACTOR that is otherwise qualified for reimbursement but is rejected by FEMA due to the CONTRACTOR provided documentation.

SECTION 9: CONTRACTOR’S RELATION TO TOWN

9.1 CONTRACTOR REPRESENTATIVE AVAILABILITY

The CONTRACTOR shall cooperate with the TOWN in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. As such, the CONTRACTOR shall have a competent and reliable representative on duty that is authorized to receive orders and to act on its behalf. The CONTRACTOR agrees that the TOWN shall have twenty-four (24) hour access to said representative via a non-toll call from the TOWN. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR’S said representative(s) shall not meet the requirements of this Section.

9.2 INDEPENDENT CONTRACTOR

It is expressly agreed and understood that CONTRACTOR is in all respects an independent CONTRACTOR as to the work. Even though in certain respects, CONTRACTOR may be required to follow the direction of the Town Manager or the TOWN’S designated representative, the CONTRACTOR is in no respect an agent, servant, or employee of the TOWN.

9.3 SUPERVISION OF AGREEMENT PERFORMANCE

The Town Manager, or the TOWN’S designated representative, is hereby designated as the public official responsible for the administration of this Agreement by the TOWN, and, in such capacity, they are charged with the overall, general supervision of CONTRACTOR’S performance hereunder. CONTRACTOR shall diligently work with the Town Manager or the TOWN’S designated representative, to formulate and to adopt guidelines and procedures to facilitate the supervision and review of its performance.

9.4 WEIGHT TICKETS

The CONTRACTOR shall retain the weight ticket from the Designated Disposal Facility for the Collection of Solid Waste, Bulk Waste, or other materials from Residential Service Units or Commercial Service Units delivered from the TOWN and the weight tickets from the Designated Recycling Facility for the Recyclable Materials delivered from the TOWN for review by the TOWN upon reasonable notice. Said data shall be reviewed at CONTRACTOR’S offices. If the

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CONTRACTOR fails to provide the above data or additional data requested by the TOWN, the TOWN reserves the right to impose a penalty or withhold payment for services as provided in the Agreement or to terminate this Agreement.

9.5 REPORTS

9.5.1 **Monthly Complaints and Missed Collection.** CONTRACTOR will maintain an accurate and up-to-date log of date, time, and address of all complaints received and missed Collections, the disposition thereof, actions taken to resolve the complaints or missed Collections, and the date and time the complaints or missed Collections were resolved. The CONTRACTOR shall provide the complaint log to the TOWN in the form of a monthly report in Microsoft Excel or an alternative computer program selected by the TOWN, no later than the fifteenth (15th) day of each month, or upon request by the TOWN. The TOWN reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to the CONTRACTOR. The TOWN reserves the right to impose a penalty in these cases. If the CONTRACTOR fails to provide the above data, or additional data requested by the TOWN, the TOWN reserves the right to withhold payment for services or impose the penalty provided in Sections 11 and 12.

9.5.2 The CONTRACTOR shall provide TOWN semi-annual fiscal year reports (submitted by April 30 and October 31st) that includes, but not limited to, tonnage collected per week by customer type for the different types of services provided and the number of accounts by type.

9.5.3 TOWN may require other reports that may be reasonable necessary for the management of the TOWN solid waste system.

9.6 RECORDS, AUDIT AND INSPECTION OF WORK RIGHTS

The CONTRACTOR shall keep books and records utilizing a computerized record-keeping program and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to services provided and fees charged pursuant to this Agreement. Such records shall include complete and legible daily attendance and enrollment records.

Upon providing reasonable notice, such books and records will be available at all reasonable times for examination and audit by the TOWN and its representatives, and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records may be grounds for disallowance by the TOWN of any fees or expenses based upon such entries.

9.7 FACILITY INSPECTION RIGHTS

The TOWN may, at reasonable times during the term hereof, inspect the CONTRACTOR’S facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by the CONTRACTOR under this Agreement conform to the terms hereof and/or the terms of the solicitation documents, if applicable. The

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CONTRACTOR shall make available to the TOWN all facilities and assistance to facilitate the performance of inspections by the TOWN’S representatives.

9.8 LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO UNUSUAL CIRCUMSTANCES

It is expressly agreed that in no event shall the TOWN be liable or responsible to the CONTRACTOR, or to any other person, on account of any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the TOWN or the CONTRACTOR, or on account of any delay from any cause over which the TOWN has no control. The CONTRACTOR shall not be responsible for delays or non-performance of the terms and provisions of this Agreement where such delays or non-performance are caused by events or circumstances beyond the control of the CONTRACTOR. The CONTRACTOR shall not be entitled to compensation for such period of time as the delay or non-performance shall continue, but will be entitled to pro-rata compensation once said work has been completed. In the event of a strike of the employees of CONTRACTOR, or any other similar labor dispute which makes performance of this Agreement by the CONTRACTOR substantially impossible, CONTRACTOR agrees that the TOWN shall have the right to call the bond hereinafter described within one (1) week of such action and engage another person, firm, town attorney or corporation to provide necessary services with the bond proceeds applied to pay any difference between the Agreement price in effect and the costs charged by the successor company. In the event the bond is called, the TOWN will first call and use the cash/surety bond posted by the CONTRACTOR.

9.9 BREACH OF AGREEMENT

If, in the opinion of the Town Manager, or the designated TOWN representative, there has been a material breach of Agreement, the Town Manager, or designated TOWN representative, shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. If, within a period of ten (10) calendar days from the date of CONTRACTOR’S receipt of the notice, the CONTRACTOR has not eliminated or otherwise cured the conditions considered to be a breach of Agreement, the Town Manager shall so notify the Town Commission in writing, and a public hearing shall be set for a date within fifteen (15) calendar days of such notice to the Town Commission. On the date of the hearing, the Town Commission shall hear from the CONTRACTOR and the Town Commission shall make a final determination as to whether or not there has been a breach of Agreement and direct what further action shall be taken by the TOWN, as hereinafter provided. Pending resolution of the alleged breach, the provisions of Section 20 shall govern the CONTRACTOR.

9.10 TERMINATION

If the CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, for any cause not excused as provided herein, and the Town Commission makes a final determination that a breach has occurred, and if the CONTRACTOR fails to cure such default within five (5) Business Days after the receipt of such notice from the Town Commission, the TOWN may thereupon, by action of the Town Commission, declare the Agreement terminated and in default. Upon such declaration of cancellation or breach, the

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TOWN may take over the work or any portion thereof or engage another firm to take over the work or any portion thereof. The CONTRACTOR shall pay the TOWN for any payments due for services rendered by the CONTRACTOR prior to termination of the Agreement. Such cancellation of the Agreement shall not relieve the CONTRACTOR or the cash/surety of liability for failure to faithfully perform this Agreement, and, in case the expense incurred by the TOWN in performing or causing to be performed the work and services provided for in said Agreement shall exceed the sum which would have been payable under this Agreement, then the CONTRACTOR, and the cash/surety, to the extent of its obligation, shall be liable to the TOWN in the amount of any such expenses in excess of the Agreement price. The TOWN may apply the cash bond in its possession toward any and all damages incurred as a direct or indirect result of failure by the CONTRACTOR to properly perform its obligations under this Agreement and it may look to the cash/surety, the CONTRACTOR and any guarantor for additional damages. The CONTRACTOR’S cash/surety or security will not be released until such time as the term of this Agreement otherwise expires.

9.11 DELIQUENT PAYMENTS

The TOWN is entitled to a late fee for any payment due the TOWN that is delinquent more than 10-days. The late fee shall be charged at the rate of .0005 per day for each calendar day the payment is delayed up to the day the payment is postmarked (example: \$10,000 payment X .0005 = \$5.00 per day late fee.)

SECTION 10: CUSTOMER RELATIONS

10.1 CUSTOMER OFFICE HOURS

The CONTRACTOR shall take all reasonable steps and do all things necessary to ensure good and harmonious customer relations in the TOWN. The CONTRACTOR agrees that it shall have telephone service via a non-toll call from the TOWN. The non-toll telephone service shall be listed in the name in which the company is doing business as the CONTRACTOR. The CONTRACTOR’S employee(s), whom shall be familiar with the TOWN, shall staff the telephone service from 7:00 a.m., local time, till 5:00 p.m., local time, Monday through Friday and Saturday 7 a.m. until 12:00 p.m., and Saturday Emergency Contact 12:00 p.m. to 6:00 p.m. Answering machines, pagers, or other devices that do not provide for immediate contact with the CONTRACTOR’S employee(s) shall not meet the requirements of this Section.

10.2 MISSED COLLECTIONS

If the Collection of any Residential Service Unit or Commercial Service Unit is missed during the regular route Collection, the CONTRACTOR shall ensure that the missed Collection shall be picked up on the same day if notification was received by the CONTRACTOR from the TOWN or customer before 12:00 p.m., local time, otherwise the missed Collection shall be picked up before 12:00 p.m., local time, on the next Work Day after such notification from TOWN or customer. Any deviation from the requirements of this provision must be approved by the Town Manager, or the TOWN’S designated representative. If the CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Agreement, the TOWN reserves the right to ensure that the Collection is made, either with its own workforce or an outside source,

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and to charge all costs, plus reasonable overhead, to the CONTRACTOR. The CONTRACTOR shall not be required to collect Solid Waste or Bulk Waste material from curbside that is non-conforming; however, in each such case, the CONTRACTOR shall notify each resident by using a Non-Collection Notice which can be a sticker, tag, or door hanger, in a form approved by the TOWN, notifying the resident of the problem and how the customer needs to correct the problem. The CONTRACTOR shall then notify the TOWN of the location every time a non-conforming location is noticed.

10.3 SPILLAGE AND LITTER

The CONTRACTOR shall not be responsible for cleaning up sanitary conditions around Containers, Dumpsters, Roll-off Containers, Recycling Bins, and Recycling Containers caused by the carelessness of the customer; however, the CONTRACTOR shall clean up any, and all, Solid Waste, Bulk Waste, Recyclable Materials, or other refuse materials including leakage of fluids spilled from Containers, Dumpsters, Roll-off Containers, Recycling Bins, Recycling Containers, and Collection vehicles by the CONTRACTOR, CONTRACTOR’S vehicles, or the CONTRACTOR’S employees. During transport, all Solid Waste, Bulk Waste, and Recyclable Materials shall be contained, covered, or enclosed so that leaking, spilling, and blowing of the Solid Waste, Bulk Waste, and Recyclable Materials is prevented. The CONTRACTOR shall be responsible for the cleanup of any spillage or leakage caused by the CONTRACTOR, CONTRACTOR’S vehicles, or the CONTRACTOR’S employees. Said cleanup shall be done at the CONTRACTOR(s) expense within four (4) hours of the spillage or leakage.

SECTION 11: PENALTIES

Based upon an investigation, the Town Manager shall determine whether penalties shall be assessed against the CONTRACTOR for failure to comply with provisions described in the Agreement. Factors to be considered include, but are not limited to, acts of God, repeated occurrences of similar types, witnesses, and documentation of the incident.

The CONTRACTOR shall have five (5) Calendar Days from the date of the written notice to CONTRACTOR to file a written letter of protest with the Town Manager. If the protest is filed within five (5) Calendar Days excluding Saturday and Sunday, the Town Manager, or individuals appointed by the Town Manager, shall conduct a formal review of each filed protest. The determination of the Town Manager and/or her designated representative shall be final.

Failure by the CONTRACTOR to remedy the cause of any complaint within the time indicated, failure to comply with Agreement provisions, or performance failures shall result in the Town Manager imposing penalties, or any other legal means available. Verified complaints of sloppy service provided by CONTRACTOR, including, but not limited to Solid Waste, Bulk Waste, and Recyclable Materials being left in the roadway or Garbage Cans not being returned to the point of Collection shall be resolved by the CONTRACTOR on the day of the verified complaint. Penalties are as set forth below:

- 11.1 **Spillage and Litter** – Failure to clean up spilled material from loading and/or transporting. Each failure shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00).
- 11.2 **Collection Misses** – Failure or neglect to collect properly prepared Solid Waste, Yard Waste, Bulk Waste, or properly prepared Recyclable Materials from any customer on the regular

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scheduled Collection day. Each failure shall result in the imposition of a One Hundred Dollar (\$100.00) penalty. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) each day.

- 11.3 **Route Completion** – Failure or neglect to complete each route (including missing whole streets) on the regularly scheduled Collection day. Each failure shall result in the imposition of a Five Hundred Dollar (\$500.00) penalty each day, in addition to the penalty assessed for the individual Collection misses.
- 11.4 **Mixing Materials** – Mixing Recyclables with Solid Waste, or any other material intended to be collected separately, during Collection shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00) for each instance.
- 11.5 **Mixing Commercial and Residential Program Recyclables** – Mixing Commercial Program Recyclables and Residential Program Recyclables during Collection or tipping at the Designated Recycling Facility shall result in the imposition of a penalty in the amount of One Thousand Dollars (\$1,000.00).
- 11.6 **Customer Complaints other than Collection Misses** – Failure to resolve complaints other than Collection misses within the time provided in the Agreement or for all other complaints within five (5) Work Days from the day of notification shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each instance.
- 11.7 **Disposing at Non-Designated Disposal Facility** – Failure to dispose of Solid Waste, Yard Waste, Bulk Trash or Recyclable Materials collected in the TOWN as required by Section 3.6 of this Agreement or as directed by TOWN shall result in the imposition of a Two Thousand Dollar (\$2,000.00) penalty for each instance; each instance shall mean each day of collected Waste or Recyclable Materials that is not disposed of pursuant to Section 3.6 or as directed by TOWN.
- 11.8 **Chronic Complaint Problems** – Failure or neglect to correct chronic problems (chronic shall mean three (3) or more similar complaints at the same premises within a twelve (12) month period) in any category of service shall result in the imposition of a Two Hundred Fifty Dollars (\$250.00) penalty.
- 11.9 **Chronic Equipment Problems** – Failure or neglect to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem with the same equipment/trucks within a twelve (12) month period) shall result in the imposition of a penalty in the amount of Two Hundred Fifty Dollars (\$250.00) for each occurrence after the second.
- 11.11 **Miscellaneous Deficiencies and Infractions** – A penalty in the amount of One Hundred Dollars (\$100.00) may be levied by the Town Manager for the following deficiencies and infractions: failure to maintain equipment in a clean, safe, and sanitary manner; failure to have vehicle operators properly licensed; failure to maintain office hours as identified in the Agreement; failure to properly cover materials in Collection Vehicles; and failure to comply with the hours of operation as identified in the Agreement.
- 11.12 **CONTRACTOR Reports** – Failure to provide the reports required by the Agreement as provided in Section 9 subsequent to the Transition Period. For each day of delay, a penalty in

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the amount of Two Hundred Fifty Dollars (\$250.00) shall be assessed. In addition, the TOWN shall withhold payment for services until receipt of reports.

- 11.13 **Emergency Preparedness Plan** – Failure to provide the TOWN with an Emergency Preparedness Plan by April 15th of each year for the upcoming hurricane season, if plan or rates change. An initial penalty in the amount of Five Thousand Dollars (\$5,000.00) will be assessed and Five Hundred Dollars (\$500.00) will be assessed each day thereafter until the issue is resolved. In addition, Town will pay rates based on rates on file with the TOWN as submitted by CONTRACTOR prior to April 15th.
- 11.14 **Post Disaster/Storm Cleanup** – Unless waived by the TOWN MANAGER, failure of the CONTRACTOR to begin an effort to remove vegetative materials and construction and demolition debris within twenty-four (24) hours after the storm event passes and failure to begin a significant effort to remove vegetative materials and construction and demolition debris within seventy-two (72) hours after the storm event, provided the CONTRACTOR has first secured written authorization and approval from the Town Manager. A penalty in the amount of Five Thousand Dollars (\$5,000.00) will be assessed each day for each infraction.

SECTION 12: RESERVED

SECTION 13: PERFORMANCE BOND AND CORPORATE GUARANTY

- 13.1 The CONTRACTOR shall furnish at its own cost, to the TOWN, an irrevocable Performance Bond, in form and content approved by the TOWN Attorney for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of One Million Dollars (\$1,000,000.00). Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed twenty percent (20%) of its policy surplus (capital & surplus) as listed in Best's Insurance Guide; and, Surety shall have been in business and have a record of successful and continuous operation for at least five (5) years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Agreement, and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement. The policy or bond may not be canceled or altered without at least thirty (30) calendar days prior notice to the TOWN and upon agreement of the TOWN.

Maintenance of said bond and the performance by the CONTRACTOR of all of the obligations under this paragraph shall not relieve the CONTRACTOR of liability under the default provisions set forth in this Agreement or from any other liability as a result of any material breach hereunder. The Performance Bond may be "called" in the event of any default hereunder by the CONTRACTOR. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to the TOWN against the CONTRACTOR for breach, default, or damages hereunder.

The TOWN reserves the right to increase the Performance Bond amount in the event of a change in the Designated Disposal Facility or due to the duration of the renewal periods.

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13.2 The CONTRACTOR shall cause to be obtained a corporate guaranty of PARENT COMPANY ("Guarantor"), whereby the Guarantor shall guarantee all of the obligations of the CONTRACTOR under this Agreement. The guarantee shall be in a form and content approved by the TOWN Attorney.

SECTION 14: EQUIPMENT AND PERSONNEL

14.1 VEHICLES AND COLLECTION EQUIPMENT

The CONTRACTOR shall provide and maintain and have available at all times the necessary amount of Collection trucks and equipment to perform the work as specified herein. During severe storms and emergencies, the CONTRACTOR shall have sufficient vehicles, personnel, containers, etc. in order to meet the needs of the TOWN.

14.2 EQUIPMENT IN GOOD REPAIR

The CONTRACTOR shall use Collection vehicles within the TOWN that are freshly painted, with bodies that are watertight to a depth of not less than eighteen inches (18”), with solid sides, without body damage, solid tires as approved by the Florida Department of Transportation. The average age of the CONTRACTOR'S Collection vehicles that are used within the TOWN shall not exceed four (4) years, with no vehicle over seven (7) years. All vehicles shall be equipped with operational radio transceiver capable of communicating with the CONTRACTOR'S dispatch from anywhere in the TOWN and cell phone. The CONTRACTOR shall provide sufficient equipment, in proper operating condition so regular schedules and routes of Collection can be maintained. Equipment is to be maintained in reasonable, safe, working condition.

Collection vehicles shall be painted uniformly in color, with the name of the CONTRACTOR and the number of the vehicle printed in letters not less than four inches (4”) high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on Vehicles, Recycling Bins, Recycling Containers, Waste Containers, Dumpsters, and Roll-offs or any other equipment servicing the TOWN. The CONTRACTOR is required to keep Collection vehicles and Dumpsters cleaned and painted to present a pleasing appearance. The CONTRACTOR shall make available for approval by the TOWN a schedule showing the frequency of the cleaning and painting of the vehicles, the age, and miles of the vehicle.

Each non-packer Collection vehicle shall be equipped with a cover, which may be net with mesh, or tarpaulin, or fully enclosed top. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Facility, or when parked, if the contents are likely to be scattered if not covered.

Collection vehicles shall not be overloaded so as to scatter collected material, however, if material is scattered from the CONTRACTOR'S Collection vehicle for any reason, it shall be picked up immediately. Each Collection vehicle shall have a fork, shovel, and broom for this purpose. The CONTRACTOR'S Collection vehicles are not to interfere unduly with vehicular or pedestrian traffic and is not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow.

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14.3 CONTRACTOR’S PERSONNEL

The CONTRACTOR shall assign a qualified person to be the Route Superintendent in charge of its operations within the TOWN, and shall give the name or names of the CONTRACTOR’S representatives to the TOWN. The CONTRACTOR shall also provide information regarding the experience of the CONTRACTOR’S representatives. The CONTRACTOR shall adhere to the following requirements:

- 14.3.1 Each driver shall, at all times, carry a valid Florida driver's license for the type of vehicle they are driving.
- 14.3.2 All employees and subcontractors of the CONTRACTOR shall be considered to be, at all times, the sole employees or subcontractors of the CONTRACTOR under its sole discretion and not an employee, subcontractor, or agent of the TOWN. The CONTRACTOR shall supply competent and physically capable employees and subcontractors. The TOWN may require the CONTRACTOR to remove any employee or subcontractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the TOWN.
- 14.3.3. The direction and supervision of Collection and disposal and salvage recycling operations shall be by competent, qualified, and sober personnel, and the CONTRACTOR shall devote sufficient personnel, time, and attention to the direction of the operation to assure performance satisfactory to the TOWN. All employees, subcontractors, superintendents, and workmen employed by the CONTRACTOR shall be careful and competent. The CONTRACTOR shall also provide uniforms that are clearly identified with the company name. Employees and subcontractors of the CONTRACTOR shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front shirt or T-shirt with the CONTRACTOR’S company name or logo, and appropriate footwear.
- 14.3.4. All employees or subcontractors used by the CONTRACTOR during the term of the Agreement shall be of a standing or affiliation that will permit the CONTRACTOR’S performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employee or subcontractor cause any disturbance, interference or delay to any work or service rendered to the TOWN or by the TOWN. In no case or in any circumstances will the employee or subcontractor conduct himself/herself negligently, disorderly, or dishonestly in the due and proper performance of the employee’s duties. The CONTRACTOR shall see to it that his employees and subcontractors serve the public in a courteous, helpful, and impartial manner.
- 14.3.5. The CONTRACTOR’S employees shall follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. Anything spilled shall be picked up immediately by such employee. Any damages incurred shall be paid by CONTRACTOR.

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SECTION 15: WORKING CONDITIONS

15.1 COMPLIANCE WITH STATE, FEDERAL, AND LOCAL LAWS

The CONTRACTOR shall comply with all applicable County, State, and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or thereafter in effect.

15.2 EEO STATEMENT

The CONTRACTOR agrees that it will not knowingly violate any applicable laws, statutes, codes, rules and regulations related to or prohibiting discrimination in employment in the performance of its work under this Agreement.

15.3 AMERICANS WITH DISABILITIES ACT COMPLIANCE

The CONTRACTOR shall comply with the requirements of the Americans with Disabilities Act, as amended from time to time.

15.4 FAIR LABOR STANDARDS ACT

The CONTRACTOR is required and hereby agrees by execution of this Agreement to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

SECTION 16: INSURANCE

The CONTRACTOR shall furnish to the TOWN, Office of the Town Clerk, Town of Lauderdale By-The-Sea, 4501 Ocean Drive, Lauderdale By-The-Sea, Florida 33308-3610, Certificates of Insurance, by June 15, 2009 and thereafter annually on the anniversary date of the Agreement, which indicate that insurance coverage has been obtained that meets the following requirements.

The CONTRACTOR shall provide or cause to be provided insurance of the type and on the terms and conditions as specified in this Section. The cost of this insurance is included in the Service Rate. The failure of the CONTRACTOR to provide such insurance shall be considered a material breach of this Agreement. Insurance purchased by the CONTRACTOR shall be purchased from a carrier acceptable to the TOWN. CONTRACTOR shall maintain the coverages for insurance as required by this Section and thereafter during any and every period when CONTRACTOR and/or any of its Emergency Service Provisions Subcontractors are performing any work or furnishing any services pursuant to the Agreement. Upon execution of this Agreement, CONTRACTOR shall provide or cause to be provided the workers' compensation insurance, comprehensive general liability insurance, business automobile insurance, and the umbrella liability insurance policies.

CONTRACTOR shall provide or cause to be provided the following insurance and shall also ensure that the following insurance language shall be included in the Emergency Service Provisions Subcontractor contracts. Prior to commencement of work, Certificates of Insurance shall be provided evidencing CONTRACTOR'S and its Emergency Service Provisions Subcontractor's compliance with these insurance requirements. Without limiting any of the other obligations or liabilities of CONTRACTOR

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and the Emergency Service Provisions Subcontractors, CONTRACTOR shall provide, pay for, and maintain in force until all of the work is completed and accepted by the TOWN (or for such duration as otherwise specified hereinafter), the insurance coverages set forth herein.

- (1) Workers’ Compensation insurance to apply for all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
 - (a) Employers’ Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident, Part A.
 - (b) Employers’ Liability with a limit of One Million Dollars (\$1,000,000.00), Part B.
- (2) Comprehensive General Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with respect to CONTRACTOR. CONTRACTOR shall provide Ten Million Dollar (\$10,000,000.00) annual aggregate Comprehensive General Liability coverage. TOWN shall be named as an additional insured. Certificates evidencing the required limits will be provided to the TOWN annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
 - (a) Premises and/or Operations;
 - (b) Independent Contractors;
 - (c) Products and/or Completed Operations;
 - (d) Explosion, Collapse, and Underground Coverages;
 - (e) Broad Form Property Damage;
 - (f) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement;
 - (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability; and
 - (h) TOWN and CONTRACTOR are to be expressly included as “Additional Insured” with respect to liability arising out of operations performed for TOWN and CONTRACTOR by or on behalf of CONTRACTOR and Emergency Service Provisions Subcontractors or acts or omissions of owner or CONTRACTOR in connection with general supervision of such operation.
- (3) Umbrella Liability, general aggregate of Ten Million Dollars (\$10,000,000.00). The TOWN shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the TOWN annually on the anniversary date of the Agreement.

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- (4) Business Automobile Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The TOWN shall be named as an additional insured in respect to this Agreement. Certificates evidencing the required limits will be provided to the TOWN annually on the anniversary date of the Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- (a) Owned Vehicles; and
 - (b) Hired and Non-Owned Vehicles.

All required insurance shall be evidenced by valid and enforceable policies issued by a company licensed to do business in the State of Florida and otherwise acceptable to the TOWN. The CONTRACTOR shall not cancel (or permit any lapse under) any policy of required insurance. Each policy of required insurance shall: (i) contain the agreement of the insurer that the insurer shall not cancel or materially alter the same without thirty (30) calendar days prior written notice to TOWN except in the case of non-payment by the CONTRACTOR for which ten (10) calendar days’ prior written notice will be provided to TOWN; (ii) provide for third party vicarious liability; (iii) delete the insured versus insured exclusion with respect to claims brought by the TOWN; and (iv) be effective for a period from the date of this Agreement through at least one (1) year after completion of the Work provided hereunder, except for professional liability insurance which shall be effective for a period from the date of this Agreement through at least five (5) years after completion of the work provided hereunder. Insurance shall be provided to the TOWN at the times required by this Section at which time the CONTRACTOR shall deliver to TOWN a Certificate of Insurance naming TOWN as an additional insured as required hereunder for each policy required.

The minimum coverages and time periods specified above are not intended, and shall not be construed, to limit any liability of the CONTRACTOR to TOWN under this Agreement. Neither party shall be liable to the other for loss or damage covered by insurance to the extent that insurance proceeds are actually available with respect to such loss or damage and to the extent that the applicable policies of such insurance include the waiver or subrogation (which the parties shall obtain if available without additional premium). CONTRACTOR is responsible for the payment of all deductibles in connection with any claims made under the insurance policies required by this Agreement. The cost of deductibles paid by CONTRACTOR shall be included in the cost of the service.

SECTION 17: PROPERTY DAMAGE

The CONTRACTOR shall be responsible for the repair, or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection service and caused by the CONTRACTOR or the CONTRACTOR’S representative.

SECTION 18: INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the TOWN and its officials, employees, and agents (collectively referred to as “Indemnities”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney’s fees), or liabilities (collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or

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destruction or loss of any property, or any such other claims arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the CONTRACTOR or its employees, agents or subcontractors (collectively referred to as “CONTRACTOR”), regardless of whether it is, or is alleged to be, caused in whole or in part (whether joint, concurrent or contributing) by any act, omission, default, or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the CONTRACTOR to comply with any of the paragraphs herein or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, Federal or State, in connection with the performance of this Agreement. The CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of the CONTRACTOR, or any of its subcontractors, as provided above, for which the CONTRACTOR’S liability to such employee would otherwise be limited to payments under state Worker’s Compensation or similar laws.

SECTION 19: ASSIGNMENT OF AGREEMENT; NON-TRANSFERABILITY

- 19.1** This Agreement, or any portion or interest herein, shall not, under any circumstances, be sublet, assigned, transferred, or otherwise encumbered by CONTRACTOR without the advance express, written consent of the TOWN, which may or may not be granted at the sole discretion of the TOWN.
- 19.2** In the event that the CONTRACTOR sells or otherwise disposes of any assets during the term of this Agreement, or CONTRACTOR is purchased by, or merged with, another corporate entity, it shall provide written notice of such to the TOWN. The TOWN has the sole discretion to determine whether the CONTRACTOR’S ability to perform its obligations under this Agreement has been affected or impaired by such sale or disposition of assets.

SECTION 20: OPERATIONS DURING DISPUTE

In the event that any dispute, arises between the TOWN and the CONTRACTOR relating to this Agreement performance or compensation hereunder, the CONTRACTOR shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the TOWN, regardless of such dispute.

The CONTRACTOR expressly recognizes the paramount right and duty of the TOWN to provide adequate Collection and disposal services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with the TOWN in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Broward County, Florida in an appropriate suit therefore instituted by it or by the TOWN.

Notwithstanding the other provisions in this Section, the TOWN reserves the right to terminate this Agreement at any time whenever the service provided by the CONTRACTOR fails to meet

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reasonable standards of the trade, after TOWN provides written notice to the CONTRACTOR pursuant to Section 9 of this Agreement. Upon termination, the TOWN may call the bond and apply the cash and surety bond for the cost of service in excess of that charged to the TOWN by the firm engaged for the balance of the Agreement period.

SECTION 21: ORDINANCE

Nothing contained in any TOWN ordinance hereafter adopted, pertaining to the Collection of Solid Waste or the Collection of Recyclable Materials, shall in anyway be construed to affect, change, modify, or otherwise alter the duties, responsibilities, and operations of the CONTRACTOR in the performance of the terms of this Agreement, unless it is agreed to in writing by both the CONTRACTOR and the TOWN and this Agreement is amended accordingly.

SECTION 22: MODIFICATIONS TO THE CONTRACT

The TOWN shall have the power to make changes in this Agreement as the result of changes in law, Town Code, or both to impose new rules and regulations on the CONTRACTOR under this Agreement relative to the scope and methods of providing Collection Services as shall from time-to-time be necessary and desirable for the public welfare. –The TOWN shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations, and obligations, financial or otherwise, of the CONTRACTOR.

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The CONTRACTOR agrees that the terms and provisions of Town Code as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the customers of the CONTRACTOR located within the Service Area. In the event any future change in the Town Code materially alters the obligations of the CONTRACTOR, then the Collection charges established in this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

~~The TOWN and the CONTRACTOR understand and agree that the TOWN may in the future alter its relationship, obligations or procedures as relates to the present Broward County Resource Recovery System and Broward Solid Waste Disposal District Plan of Operation of which it is now a participant or that it may enter into an entirely different relationship with another entity or provider, the CONTRACTOR agrees that the terms and provisions of this Agreement will require amendment which~~

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~~may include revisions to obligations, benefits, costs and charges to reflect any new arrangements.~~ In the event any future change in the Town Code materially alters the obligations of the either party, then this Agreement shall be revised. The TOWN and the CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes. When such modifications are made to this Agreement, the TOWN and the CONTRACTOR shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

In the event the parties cannot reach agreement to a modification to the contract provided for in this Section, then either party has the right to terminate this agreement on one hundred and eighty (180) days written notice. This provision shall be liberally interpreted to achieve its expressed intent.

SECTION 23: RIGHT TO REQUIRE PERFORMANCE

The failure of the parties at any time to require performance of any provisions hereof shall in no way affect their rights thereafter to enforce same. No waiver of any breach of any provisions hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 24: LAW GOVERNING

The Agreement shall be governed and enforced pursuant to the laws of the State of Florida. Venue for any litigation shall be commenced in Broward County, Florida.

SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR hereby agrees to abide by and comply with all applicable Federal, State, County, Special District, and TOWN laws, statutes, codes, rules, and regulations. The CONTRACTOR and its cash/surety shall indemnify, defend, and hold harmless the TOWN, its Town Commissioners, its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders, or decrees, whether by itself or its employees. The CONTRACTOR shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

SECTION 26: SAVINGS CLAUSE

Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida or the TOWN, such provisions, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

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SECTION 27: GENERAL

27.1 NO CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee, agent, consultant, or lobbyist working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee, agent, consultant, or lobbyist working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

27.2 NO WAIVER

No waiver by the TOWN of any term, covenant, or condition herein contained shall be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The rights and remedies created by this Agreement are cumulative, and are not intended to be exclusive. The use of one remedy under this Agreement shall not be taken to exclude or waive the right or use of another Agreement, and each party shall be entitled to pursue all remedies generally available under the laws of the State of Florida.

SECTION 28: LEGAL REPRESENTATION

It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

SECTION 29: MISCELLANEOUS

29.1 RESERVED FOR FUTURE USE

29.2 MODIFICATION

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and, subject to Section 22, it shall not be considered amended, modified, altered, or changed in any respect unless approved by the parties ~~with the same formalities as the Original, and is set forth in writing and signed by the parties hereto, subject to the requirements in Ordinance No. 2012-03.~~

29.3 TRADE SECRET INFORMATION

Documents, records, routing, charges, and pricing of the CONTRACTOR that the CONTRACTOR advises the TOWN are trade secret information of the CONTRACTOR, are

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Solid Waste, Bulk Waste, and Recycling Collection Services Agreement

IN WITNESS WHEREOF, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

Attest:

TOWN OF LAUDERDALE BY-THE-SEA

June White, Town Clerk

By: _____
Scot Sasser, Mayor

Approved as to form and legality:

____ day of _____, 2014

By: _____
Susan Trevarthan, Town Attorney

(Town Seal)

CONTRACTOR
Waste Pro USA, Inc.

WITNESSES:

Signature

BY: _____
Signature

Print Name and Title

Print Name and Title

____ day of _____, 2014

____ day of _____, 2014

ATTEST:

SECRETARY

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List of Exhibits

- EXHIBIT 1 Residential Collection Rate for Single Family/Duplex
- EXHIBIT 2 Residential Collection Rate for Multi Family With Carts
- EXHIBIT 3.x Multifamily Utilizing Dumpsters Collection Services
- EXHIBIT 4.x Commercial Dumpster Collection Services
- EXHIBIT 5.x 2010 Commercial Compacted Dumpster Collection Services
- EXHIBIT 6 Special Collection Service Rates
- EXHIBIT 7 Emergency Preparedness Plan and Service Rates
- EXHIBIT 8 Franchise Ordinance 2014-20

EXHIBITS 1 - 5

Exhibits 1-5 are being prepared and will be distributed before the second reading of the Ordinance on January 13, 2015.

EXHIBIT 6

Special Collection Service Rates Determined by the Town

1	Adding lids to or changing lids	No Charge
2	Adding wheels to or changing wheels	No Charge
3	Additional Bulk Waste Collection for Residential Service Units with carts	No Charge for one special pickup per year
4	Additional Unscheduled (Not Including "On Call") Solid Waste Pick-Ups For Commercial Service Units And Residential Containerized Service Units	2X (Applicable 1X Week Solid Waste Collection Cost) + Regular Disposal Charges
5	Changing out the size of a dumpster (above twice per year)	\$25.00
6	Locks	\$20.00
7	Moving Container Location Per Customer Request	\$18.00
8	Opening (and Closing) Doors or Gates	No Charge
9	Residential Off-Street Collection Service (Handicapped)	No Charge
10	Return Container After Service Was Stopped	\$25.00
11	Rolling out Container (and returning it to original location)	No Charge
12	Supplying (and retrofitting) locking mechanism	\$55.00
13	Swap-out dumpster (extra on site dumpster used on collection day)	Up to \$35 per month, which includes a limited number of special pick-ups as determined by customer and CONTRACTOR
14	Unlocking and Locking	\$2.00

EXHIBIT 7

Emergency Preparedness Plan and Service Rates

The South Florida Area possibility for a natural disaster exists each and every day. The opportunity for significant amounts of damage due to natural causes is great within our area. Because of the major risks from hurricanes, severe storms, or such other natural and man-made disaster that may occur that the CONTRACTOR will assist the TOWN with emergency debris clearance. The CONTRACTOR has experience and is capable of mobilizing into a disaster area within 12 hours following a devastating storm such as a hurricane.

The CONTRACTOR's executives and managers will work with the TOWN, County, State, Federal and all other governmental entities in which the CONTRACTOR provides service to provide comprehensive relief services to include:

Pre-Disaster Services:

1. Stand-by-Contact
2. Pre-Event Planning
3. Plans Review
4. Exercise Participation
5. Employee Training

Post-Disaster Operations:

6. Emergency Road Clearance and Trimming of Damaged Vegetation
7. Removal of Debris from Public Rights-of-Way
8. Removal of Debris from Private Property (When Authorized)
9. Temporary Debris Staging and Reduction Site Management
10. Final Debris Staging and Reduction Site Management
11. Final Debris Disposal
12. Hazardous Materials Handling
13. Site Redemption
14. Inspections and Documentation
15. Assistance with FEMA and State Reimbursements

Exhibit 7 (continued)

**Emergency Preparedness Plan
and Service Rates**

Effective June 1, 2010

The following rates are for services to be provided under the Emergency Preparedness Plan. All service rates shall be fixed until changed as provided for in this Agreement.

EQUIPMENT/TOOL/VEHICLE TYPE (INCLUDE OPERATOR AND LABOR COST)	HOURLY RATE	DAILY RATE (8 HOURS)
Boom Truck (Self Loader) & Operator with CDL Driver	\$250	\$2,000
Roll Off Truck & Operator with CDL Driver	\$198	\$1,500
Rear Load Truck & Operator with CDL Driver and Helper	\$250	\$2,000
Wheel Loader 644 or equivalent & Operator	\$250	\$2,000
D-6 Dozers or equivalent & Operator	\$250	\$2,000
Bobcat Loader or equivalent & Operator	\$200	\$1,500
Rubber Tired Backhoe	\$200	\$1,500
Project Manager with Truck	\$125	\$950
Safety Superintendent with Truck	\$125	\$950
Service Truck & Maintenance Technician	\$125	\$950
Laborers	\$50	\$380

Cost for Vegetative cleanup and transport to disposal site. \$20.00 cubic yard
Include equipment, tools, vehicles, and operator and labor costs.

Cost for C&D debris cleanup and transport to disposal site. \$25.00 cubic yard
Include equipment, tools, vehicles, and operator and labor costs.

EXHIBIT 8

**INSERT Adopting Ordinance 2014-20
AFTER SECOND READING**



Agenda Item Memorandum

Development Services

Department

Linda Connors

Town Planner/Asst. Development Services Director

COMMISSION MEETING: December 9, 2014 – 7:00 P.M.

- Presentation
- Reports
- Consent
- Ordinance
- Resolution
- Quasi-Judicial
- Old Business
- New Business

SUBJECT TITLE: Second Reading of Ordinance No. 2014-18, Proposed Amendments to Chapter 17, Article VI – Sidewalk Cafés.

EXPLANATION: At the October 28, 2014 meeting, the Commission approved the proposed ordinance on first reading with a change that allows signage and logos on sidewalk café tables. Public hearing for second reading was scheduled for the Commission’s November 18th meeting; however, the ordinance was tabled to address proposed changes regarding the required insurance and for further clarification.

The proposed ordinance (**Exhibit 1**) incorporates these changes by:

1. Clarifying the definition of permittee (Line 31);
2. Adding an aggregate insurance requirement of \$2,000,000 commercial general liability insurance (Line 220); and,
3. Amending the sidewalk café furniture and fixture section to allow tables with the establishment name and registered trademark logo (Line 275).

Staff believes that these amendments incorporate the intent of the motion to approve the ordinance on first reading and also incorporate the direction that the Commission gave staff on November 9th.

RECOMMENDATION: Staff recommends approval of Ordinance 2014-18 on second reading.

EXHIBITS: 1 – Ordinance 2014-18

Reviewed by Town Attorney

- Yes
- No

ORDINANCE 2014-18

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 17, “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES” ARTICLE VI, “SIDEWALK CAFÉS”, OF THE CODE OF ORDINANCES, TO UPDATE REQUIREMENTS FOR SIDEWALK CAFÉS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

1 **WHEREAS**, the Town Commission recognizes that changes to the adopted Code of
2 Ordinances are periodically necessary in order to ensure that the Town’s regulations are current
3 and consistent with the Town’s planning and regulatory needs; and

4 **WHEREAS**, the Town Commission desires to update the Code to provide clarification,
5 reorganize, and update the requirements for sidewalk cafés; and

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

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

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

15 **SECTION 2.** Amendment. Article VI, “Sidewalk Cafés,” of Chapter 17, “Streets,
16 Sidewalks and Other Public Places,” of the Code of Ordinances, is hereby amended as follows¹:

17 **Chapter 17 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES**

18 * * *

19 **ARTICLE VI. - SIDEWALK CAFÉS**

20 **Sec. 17-85. Definitions.**

21 The following words, terms and phrases, when used in this article, shall have the
22 meanings ascribed to them in this section, except when the context clearly indicates a
23 different meaning.

24 *Affected party* shall mean any property owner whose property directly abuts the
25 property upon which the business is located which has applied for or been issued a
26 permit for a sidewalk café.

27 Furniture/Fixtures shall mean tables, chairs, umbrellas and any other objects
28 utilized as part of the sidewalk café.

29 Pedestrian Path shall mean the portion of the right-of-way adjacent to the sidewalk
30 café that is required to be kept free and clear to allow a safe passageway for walking.

31 *Permittee* shall mean the lawful holder owner/operator of the restaurant (who may
32 or may not be the property owner) associated with and holding of a sidewalk café permit
33 obtained pursuant to the terms and provisions of this article.

34 *Right-of-way* shall mean land in which the State, the Florida Department of
35 Transportation, Broward County or the Town of Lauderdale-By-The-Sea owns the fee or
36 has an easement devoted to or required for use as a transportation facility or street.

37 *Sidewalk* shall mean that area, whether privately owned or a portion of the right-of-
38 way, which is located between the curbline or the lateral line of a street and the adjacent
39 building and which is intended for use by pedestrians.

40 *Sidewalk café* shall mean a use located on a sidewalk or portion of the right-of-way
41 which is associated with a restaurant, ~~business~~ or food establishment ~~where food or~~
42 ~~beverages are delivered and licensed for consumption on the premises.~~ It shall be

¹ Additions to existing text are shown in underline. Deletions are shown in ~~striketrough~~. **Yellow highlighted** text shows changes between the first second reading hearing and adoption.

43 characterized by the presence of tables and chairs and may be shaded by awnings,
44 canopies or umbrellas if permits for same have been issued.

45 *Street* means that portion of a right-of-way improved, designed or ordinarily used for
46 vehicular traffic or parking.

47 **Sec. 17-86. Permit and revocable license required.**

48 (1) It shall be unlawful for any person to operate a sidewalk café on any sidewalk or
49 public right-of-way within the Town without first obtaining a permit from the
50 Town. The approved permit shall include:

51 a. A revocable license agreement in a form approved by the Town Attorney,
52 with the Town for any portion of the Town's right-of-way which is used for
53 a sidewalk café; ~~must also be obtained.~~

54 b. The location, square footage and table placement of sidewalk cafés; and
55 ~~shall be approved by the Town Manager or designee.~~

56 c. Additional information and conditions as required by the Town.

57 (2) The license is revocable in accordance with Sec 17-92 ~~at the discretion of either~~
58 ~~the Town Manager or Town Commission~~ and shall not constitute a vested
59 property interest in any portion of the public right-of-way.

60 (3) Any person or entity operating a sidewalk café without a permit or any property
61 owner allowing the operation of a sidewalk café without a permit upon his/her/its
62 property shall be subject to penalties as provided in this article.

63 (4) Each operator of a sidewalk café that operates in a portion of the right-of-way
64 shall pay to the Town a monthly right-of-way license fee established by the Town
65 Commission by resolution ~~of \$1.50~~ for each square foot of right-of-way licensed
66 for use. In addition, the Town may require ~~plus maintenance and capital~~
67 ~~improvement costs. In conjunction with the approval of a sidewalk café, the~~
68 ~~Town Manager or designee may waive the monthly license fee in an amount~~
69 ~~equal to the amount expended by the applicant for improvements to the public~~
70 ~~right-of-way that benefit the public, not to exceed two years of monthly license~~
71 ~~fees.~~

72 **Sec. 17-87. Permit fee.**

73 (a) All sidewalk café operators shall pay a permit fee based on the number of seats
74 depicted on the Town-approved site drawing required by these regulations. Such
75 fees shall be set and may be amended from time to time by resolution of the Town
76 Commission.

77 (b) The permit fee shall be paid on or before October 1 and shall cover the time period
78 from October 1 through September 30 of the following calendar year. No permit
79 shall be issued for any fractional portion of the year; provided, however, that any
80 person or entity operating a sidewalk café for a period beginning after May 1, may

81 obtain a permit for the remaining portion of the fiscal year upon payment of one-half
82 of the permit fee required by this article. No refund of fees shall be allowed.

83 (c) The permit fees collected pursuant to this section from sidewalk cafés located in the
84 Town of Lauderdale-By-The-Sea shall be placed in the general revenue fund.

85 **Sec. 17-88. Permit and license application.**

86 (a) Application for a permit and license to operate a sidewalk café shall be commenced
87 by the filing of a complete application on a form approved provided by the Town and
88 filed with the Development Services Department made at the office of the Town
89 Clerk. Such application shall include:

90 (1) Name, address and telephone number of the applicant.

91 (2) Name and address of business.

92 (3) A copy of a valid Town of Lauderdale-By-The-Sea business tax receipt to
93 operate a business adjacent to the sidewalk area which is the subject of the
94 application.

95 (4) ~~A copy of a valid certificate of use for the building frontage adjacent to the~~
96 ~~sidewalk and which is the subject of the application.~~

97 (5) Evidence of insurance containing terms required under section 17-90 of this
98 article.

99 (6) An 8½ x 11 drawing to legible scale showing the layout and dimensions of the
100 existing sidewalk area and adjacent private property, proposed location, size
101 and number of tables, chairs, steps, trees, parking meter, bus shelters, sidewalk
102 benches, trash receptacles, and any other Furniture/ and fixtures sidewalk
103 obstruction either existing or proposed within the pedestrian area.

104 (7) Photographs, drawings or manufacturer's brochures fully describing the
105 appearance of all proposed Furniture/ and fixtures ~~tables, chairs, umbrellas or~~
106 ~~other objects~~ related to the sidewalk café.

107 (8) ~~Written consent from the building owner as to the proposed use of the sidewalk~~
108 ~~and building frontage for a sidewalk café~~ Signature of the owner of the building.

109 (9) ~~A sidewalk café which will operate only on private property shall submit a~~
110 ~~nonrefundable application fee of \$150.00 established by the Town Commission~~
111 ~~by resolution.~~

112 (10) ~~A sidewalk café which will operate on any portion of the public right of way shall~~
113 ~~submit a nonrefundable application fee of \$175., which shall include the cost of~~
114 ~~mailed notice to all property owners directly abutting the property upon which~~
115 ~~the business adjacent to the proposed sidewalk café is located. Such notice~~
116 ~~shall be a courtesy notice only and failure to mail or receive such notice shall~~
117 ~~not affect actions taken under this article. Any affected property owner may~~
118 ~~provide written comments to the Town Manager or designee within ten days of~~

119 ~~the date of the mailed notice, for the consideration of the Town Manager or~~
120 ~~designee.~~

121 (b) Applications shall be reviewed for compliance with Town ordinances and must be
122 approved by the Town Manager or designee.

123 (c) The Town Manager or designee may deny an application that does not comply with
124 this section. Such denials shall be written and shall provide the reasons for the
125 denial. The applicant or an affected property owner may appeal the Town Manager
126 or designee's decision to the Town Commission.

127 **Sec. 17-89. Requirements of a sidewalk café permit.**

128 (a) Location.

129 (1) Sidewalk cafés shall be located only in the following places:

130 (1) The sidewalk frontage of the licensed business to which the permit is issued; or

131 (2) The sidewalk frontage of the building where the validly licensed business is
132 located.

133 (3) Such sidewalk cafés may also occupy a portion of the non-vehicular right-of-
134 way.

135 (b) (2) Adjacent property or adjacent tenant space. In the event the area of the permit
136 proposed sidewalk café extends in front of an adjacent tenant space or owner's
137 adjacent property, the permittee must following provisions apply:

138 a. The Permittee must obtain written permission from the relevant adjacent
139 property owner adjacent property owner for use of this area. Failure to obtain such
140 written permission will not justify a refund of the annual permit fee or any other fees
141 paid to the Town of Lauderdale-By-The-Sea for operation of a sidewalk café.

142 b. The Town will send a courtesy notice to those businesses directly abutting the
143 proposed sidewalk café. Any affected person may provide written comments to the
144 Town Manager or designee within ten days of the date of the mailed notice, for the
145 consideration of the Town Manager or designee. Failure to mail or receive such
146 notice shall not affect actions taken under this article.

147 (c) (3) Permits shall not be issued to place tables and chairs within a ten-foot proximity
148 of bus stops, taxi stands, fire hydrants, a pedestrian crosswalk, or handicap ramp.

149 (d) However, the Town Manager or designee may permit an exception to the distance
150 requirement from ten feet to five feet where established pedestrian and tram paths
151 shall not be obstructed and where public safety shall not be adversely affected.

152 (4) Proximity to vehicular right-of-way.

153 a. Where parking exists between the sidewalk area proposed for use and the
154 portion of the right-of-way used for vehicular travel, a sidewalk café shall be
155 located in such a manner that a minimum five-foot wide clear pedestrian path
156 on the sidewalk is maintained at all times.

157 b. Where no parking exists, a minimum fiveone-foot wide clear pedestrian path
158 area between the edge of the sidewalk closest to the right-of-way used for
159 vehicular travel and the sidewalk café shall be maintained at all times. In areas
160 of congestion, the Town Manager or designee is authorized to require
161 additional clearance.

162
163 ~~(e)~~(b) Physical Barriers. No objects shall be permitted around the perimeter of a sidewalk
164 area occupied by tables and chairs which would have the effect of forming a
165 physical or visual barrier discouraging the use of the sidewalk by the general public.

166 (c) Pedestrian Path. In areas of congested pedestrian activity, the Town Manager or
167 designee, is authorized to require a wider pedestrian path than that provided herein
168 as circumstances dictate.

169 (d) Sidewalk Café Designation. The Town will designate markers approved by the
170 Town Manager or designee shall be embedded into the sidewalk by the applicant to
171 distinguish the approved boundaries of the sidewalk café.

172 ~~(f)~~ (e) Sidewalk café Furniture/fixtures.

173 (1) Furniture/ and fixtures Tables, chairs, umbrellas, canopies, awnings, and any
174 other objects utilized as part of the sidewalk café shall be of quality design,
175 materials, size, elevation and workmanship both to ensure the safety and
176 convenience of users, and to enhance the visual quality of the urban
177 environment.

178 (2) Design, materials and colors shall be approved by the Town Manager or
179 designee prior to the issuance of the sidewalk café permit.

180 (3) All fabrics shall be fire-retardant, pressure-treated or manufactured of fire
181 resistive material.

182 ~~(g)~~ (f) Fines/Monies Owed to Town. Prior to issuance of a sidewalk café permit or annual
183 renewal, the Town Clerk shall certify that there are no outstanding fines, moneys,
184 fees, taxes or other charges owed to the Town by the current or past owners or
185 operators of the property requesting a sidewalk café permit. A sidewalk café permit
186 will not be issued until all outstanding debts to the Town are paid in full.

187 ~~(h)~~ (g) Open Air Design. Any business or food establishment that qualifies under the
188 conditions of this article may redesign the face of their establishment to allow for
189 doors or panels that permit the establishment to have totally open sides allowing for
190 an indoor/outdoor "café" design. These changes in the building can only be made
191 after a proper building permit is issued, said changes otherwise comply with the
192 "Code of Ordinances of the Town of Lauderdale-By-The-Sea," the Florida Building
193 Code, and all appropriate fees paid.

194 (h) Maintenance of the Right-of-way. Permittee will be charged for the costs of
195 materials and labor to replace any and all landscaping, paving and other public
196 improvements which are damaged and/or stained resulting from the operation of the

197 sidewalk café utilizing the same quality of materials and workmanship as approved
198 by the Town.

199 ~~(h) Where parking exists between the sidewalk area proposed for use and the portion~~
200 ~~of the right-of-way used for vehicular travel, a sidewalk café shall be located in such~~
201 ~~a manner that a minimum five-foot wide clear pedestrian path on the sidewalk is~~
202 ~~maintained at all times.~~

203 ~~(j) Where no parking exists, a minimum five-foot wide clear pedestrian path between~~
204 ~~the edge of the sidewalk closest to the right-of-way used for vehicular travel and the~~
205 ~~sidewalk café shall be maintained at all times.~~

206 ~~(k) In areas of congested pedestrian activity, the Town Manager or designee, is~~
207 ~~authorized to require a wider pedestrian path than that provided herein as~~
208 ~~circumstances dictate.~~

209 ~~(l) No objects shall be permitted around the perimeter of a sidewalk area occupied by~~
210 ~~tables and chairs which would have the effect of forming a physical or visual barrier~~
211 ~~discouraging the use of the sidewalk by the general public.~~

212 **Sec. 17-90. Liability and insurance.**

213 (a) The **P**ermittee agrees to indemnify, defend, save and hold harmless the Town, its
214 officers and employees from any and all claims, liability, lawsuits, damages and
215 causes of action which may arise out of this permit, or the **P**ermittee's activity on
216 the premises by executing a written hold harmless agreement.

217 (b) The **P**ermittee agrees to meet and maintain for the entire permit period, at his/her
218 own expense, the following requirements:

219 (1) Commercial general liability insurance in the amount of \$1,000,000.00 per
220 occurrence **and \$2,000,000 in the aggregate** for bodily injury and property
221 damage. **The Town must be named as an additional insured on this policy, and**
222 **an endorsement must be issued as part of the policy reflecting this requirement.**

223 (2) Worker's compensation and employers' liability as required by the State of
224 Florida.

225 (3) All policies must be issued by companies authorized to do business in the State
226 of Florida and rated B+:VI or better per Best's Key Rating Guide, latest edition.

227 (4) The Town must receive 30 days' written notice prior to any cancellation,
228 nonrenewal or material change in the coverage provided.

229 (5) **The Town shall be named as an additional insured on this policy, and an**
230 **endorsement must be issued as part of the policy reflecting this requirement.**
231 The **P**ermittee must provide an original certificate of insurance as evidence
232 that the above requirements have been met prior to commencing operations,
233 **and shall provide evidence of continued coverage prior to each annual renewal**
234 **of the permit.** Failure to comply with these requirements shall justify a

235 suspension or revocation of a sidewalk café permit by the Town Manager or
236 designee.

237 ~~(c) The permit period shall run and insurance requirements as described in subsection~~
238 ~~(b) above shall be effective from October 1 until September 30 of the following~~
239 ~~calendar year.~~

240 **Sec. 17-91. Sidewalk café permits.**

241 (a) Each permit shall be effective for one year from October 1 until September 30,
242 subject to annual renewal with the approval of the Town Manager or designee.

243 (b) The permit issued shall be personal to the Ppermittee only and shall be transferable
244 only with the approval of the Town Manager or designee.

245 (c) The permit may be temporarily suspended by the Town Manager or designee when
246 necessary to clear sidewalk areas for a "community or special event" authorized by
247 a permit issued by the Police Department.

248 (d) The Town Manager or designee may require the temporary removal of sidewalk
249 cafés when street, sidewalk, or utility repairs necessitate such action.

250 (e) The Town Manager or designee, and/or an authorized Police Officer of the Town
251 may cause the immediate removal or relocation of all or parts of the sidewalk café in
252 emergency situations.

253 (f) The Town and its officers and employees shall not be responsible for sidewalk café
254 components relocated during emergencies.

255 (g) The permit shall be specifically limited to the area shown on the scale layout
256 drawing attached to and made a part of the permit. The Town Manager or designee
257 shall have the right to remove without notice, any tables, chairs or other objects not
258 in the permit area.

259 (h) The Ppermittee shall act to assure that its use of the sidewalk in no way interferes
260 with pedestrians or limits their free unobstructed passage. The Town Manager or
261 designee may require relocation of ~~Ffurniture/ or fixtures~~ tables, chairs and other
262 ~~objects~~ at any time for safety or pedestrian flow consideration.

263 (i) The sidewalk café shall be opened for use by the general public, although such
264 seating may be restricted by the Ppermittee to the patrons of the Ppermittee.

265 ~~(j) Permittees holding a business tax receipt or certificate of use limited to take-out~~
266 ~~food are not eligible for sidewalk cafés.~~

267 ~~(k) Furniture/ and fixtures~~ Tables, chairs, umbrellas, and any other objects provided
268 with a sidewalk café shall be maintained with a clean and attractive appearance and
269 shall be in good repair at all times.

270 (l) The sidewalk area covered by the permit, and sidewalk and roadway immediately
271 adjacent to it, shall be maintained in a neat and orderly appearance at all times, and

272 the area shall be cleared of all debris as needed during the day, again at the close
273 of each business day and as may be directed by the Town Manager or designee.

274 (m) Sidewalk Café and Outdoor Dining Furniture/and fixtures.

275 1) Tables may include the establishment name and registered trademark logo.

276 2) Umbrellas may include the establishment name, limited to once on each of the
277 umbrella's panels.

278 3) Lettering may not exceed four inches in height.

279 4) Signs are otherwise prohibited on any other Furniture/or fixtures

280 ~~Signs, with the exception of the establishment name, are prohibited on awnings,~~
281 ~~umbrellas, chairs, tables and any other fixture which is on, or abutting on, the public~~
282 ~~right-of-way. Lettering may not exceed four inches in height.~~

283 (n) ~~No Furniture/or fixtures tables, chairs or any other parts of sidewalk cafés shall be~~
284 ~~attached, chained, or in any manner affixed to any tree, post, sign or other fixture,~~
285 ~~curb or sidewalk within or near the permitted area.~~

286 No outdoor seating authorized herein shall be used for calculating seating
287 requirements pertaining to location of, applications for, or issuance of a liquor
288 license for any establishment; nor shall it be used as the basis for computing
289 required seating for restaurants and dining rooms, or as grounds for claiming
290 exemption from such requirements under the provisions of any Town ordinance or
291 State law.

292 (o) The area between the exterior walls of a business or other eating establishment and
293 the edge of sidewalk devoted to a sidewalk café shall be designated as public
294 space. The placement of tables and chairs in this public space shall not constitute a
295 building improvement which otherwise triggers structural improvements to the
296 operating business under the provisions of the Florida Building Code or any State
297 statute.

298 (p) In the event an operator of a business or other eating establishment creates a
299 sidewalk café pursuant to the terms of this section and such creation entails actual
300 structural improvements to any portion of the structure other than the public space,
301 or in the event the creation of the sidewalk café permanently obstructs ingress or
302 egress to the business or eating establishment, then all applicable provisions of the
303 South Florida Building Code or State statutes necessitating improvements to the
304 property shall apply.

305 (q) ~~The permittee shall notify the Town Manager or designee when operation of the~~
306 ~~sidewalk café begins. Said notice shall be delivered to the Town Manager or~~
307 ~~designee within 24 hours of such commencement.~~

308 (r) No food preparation fire, or fire apparatus, shall be allowed on the public sidewalk,
309 other than that employed in the course of ordinary tableside service, including, but
310 not limited to, menu items which require table preparation, whether or not such area
311 is covered by this permit.

312 (s) Upon the issuance of a "Hurricane Warning" or "Hurricane Watch" by the Broward
313 County Office of Emergency Management, the Ppermittee shall forthwith remove
314 and place indoors all Ffurniture/ ~~fixtures~~ tables, chairs, awnings and other
315 equipment located on the sidewalk.

316 **Sec. 17-92. Revocation or suspension of permit; removal and storage fees;**
317 **emergencies.**

318 (a) The approval of a sidewalk café permit is conditional at all times. The holder of a
319 permit has no vested right or property interest in the continuation of the permit or
320 the activity it allows. A sidewalk café permit can be denied, revoked or suspended if
321 it is found that:

322 (1) Any necessary business or health permit has been suspended, revoked or
323 cancelled.

324 (2) The Ppermittee exceeds the approved square footage of the approved area.

325 (3) Changing conditions of pedestrian or vehicular traffic which cause congestion
326 necessitating removal of the sidewalk café. Such decision may be based upon
327 findings of the Town Manager that the minimum five-foot pedestrian path is
328 insufficient under existing circumstances and represents a danger to the health,
329 safety or general welfare of pedestrians or vehicular traffic.

330 (4) The Ppermittee has failed to correct violations of this article or conditions of the
331 permit within 24 hours of receipt of the Town Manager's notice of same
332 delivered in writing to the Ppermittee.

333 (5) The Permittee fails to maintain compliance with the requirements of Section 17-
334 90 of this Article.

335 (b) In the event the Ppermittee fails to remove any Ffurniture/ ~~fixtures~~ or tables, chairs,
336 and other objects related to the sidewalk café within 24 hours of receipt of the Town
337 Manager's final notice of violation, revocation or suspension, the Town Manager
338 may direct Town staff to remove said objects. The Ppermittee shall be responsible
339 for the expenses incurred by the Town for the removal and storage of said objects.

340 (c) Action warranting suspension or revocation.

341 (1) If the Town Manager believes that a Ppermittee has engaged or is engaged in
342 conduct warranting the suspension or revocation of the permit, he shall serve the
343 licensee by certified mail or hand delivery, at his business address as disclosed in
344 his application for the permit, a written notice of ordinance violation which affords
345 reasonable notice of facts or conduct which warrant the intended action, and a
346 reasonable time for the Ppermittee to cure the violation.

347 (2) The complaint shall state what is required to be done to eliminate the violation, if
348 any. The Ppermittee shall be given adequate opportunity to request a hearing
349 before the Town Commission, unless the Town Manager finds that an emergency

350 condition exists involving serious danger to public health, safety and welfare, in
351 which case advance notice and hearing shall not be required.

352 (3) In the case of an emergency suspension or revocation, the licensee shall
353 immediately be advised of the Town Manager's action.

354 (4) In the event the Permittee does not cure the violation within the reasonable
355 time designated by the Town Manager, penalties shall be imposed pursuant to
356 section 17-93

357 **Sec. 17-93. Enforcement.**

358 (a) This article shall be enforced as follows:

359 (1) The Town Code Enforcement Special Master shall have jurisdiction to hear and
360 decide cases in which violations of this chapter are alleged; or

361 (2) The Town may enforce the provision of this Code by supplemental code or
362 ordinance enforcement procedures as provided by F.S. ch. 162, pt. 2; or

363 (3) The Town may prosecute violations by issuance of notices to appear for
364 violation of a Town ordinance.

365 (b) The penalty for a violation of this article shall be as provided by F.S. ch. 162.as
366 follows:

367 ~~(1) First violation\$100.00~~

368 ~~(2) Second violation within 12 months of adjudication of first violation250.00~~

369 ~~(3) Third violation within 12 months of adjudication of first violation500.00~~

370 ~~(4) Each day on which a violation exists shall constitute a separate violation for the~~
371 ~~purpose of determining the fine.~~

372 (c) The Town Attorney, with authorization from the Town Commission, may bring suit
373 on behalf of the Town to enforce any violation of this chapter.

374 **Sec. 17-94. Recovery of unpaid fines; unpaid fines to constitute a lien;**
375 **foreclosure.**

376 (a) The Town of Lauderdale-By-The-Sea may institute proceedings in a court of
377 competent jurisdiction to compel payment of civil fines.

378 (b) A certified copy of an order imposing a civil fine may be recorded in the public
379 records and thereafter shall constitute a lien upon any other real or personal
380 property owned by the violator and it may be enforced in the same manner as a
381 court judgment by the Sheriffs of this State, including levy against the personal
382 property, but shall not be deemed to be a court judgment except for enforcement
383 purposes. After two months from the filing of any such lien which remains unpaid,
384 the Town may foreclose or otherwise execute on the lien.

385 * * *

386 **Section 3. Codification.** This Ordinance shall be codified in accordance with the
 387 foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall
 388 become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that
 389 the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be
 390 changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such
 391 intentions.

392 **Section 4. Severability.** If any section, sentence, clause, or phrase of this Ordinance is
 393 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
 394 shall in no way affect the validity of the remaining portions of this Ordinance.

395 **Section 5. Conflicts.** All prior ordinances or resolutions, or parts thereof, in conflict
 396 herewith are hereby repealed to the extent of said conflict.

397 **Section 6. Effective Date.** This Ordinance shall be in full force and effect immediately
 398 upon its passage on second reading.

399 Passed on the first reading, this ___ day of _____, 2014.

400 Passed and adopted on the second reading, this ___ day of _____, 2014.

401

402

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404

MAYOR SCOT SASSER

405

First Reading

Second Reading

406

Mayor Sasser

407

Vice-Mayor Vincent

408

Commissioner Brown

409

Commissioner Dodd

410

Commissioner Sokolow

411

412 ATTEST:

413 _____

414 Tedra Smith, Town Clerk

415

416 APPROVED AS TO FORM:

417

418 _____

419 Susan L. Trevarthen, Town Attorney



Agenda Item Memorandum

Finance

Department

Tony Bryan

Department Director

COMMISSION MEETING DATE - 7:00 PM

December 9, 2014– Regular Meeting 7:00 PM

- Presentation Reports Consent Ordinance
 Resolution Quasi-Judicial Old Business New Business

FY2014 – PART OF THE STRATEGIC PLAN

SUBJECT TITLE: Commission Salary Increases

EXPLANATION:

The FY 15 budget includes a 5% increase in Commissioner salaries. At the November 18 meeting staff asked the Commission for direction regarding increasing Commission salaries and the Town Commission directed the Town Attorney to prepare a resolution to increase Commission salaries by 5% and to determine whether increase could be implemented retroactively back to the beginning of the fiscal year. The Town Attorney opined that Section 215.425(1) of the Florida Statutes prohibits retroactive pay increases for elected officials except for certain limited situations involving compensation determined by the school board. Therefore, the attached resolution proposes to make the increase effective on December 20, 2014, which the first day of the next pay period.

The following table shows the current Commissioner salaries as well as the impact of the increase.

	Mayor Sasser	Vice-Mayor Vincent	Commissioner Dodd	Commissioner Brown	Commissioner Sokolow	Total
Current Bi-Weekly Salary	\$ 515.42	\$ 412.34	\$ 412.34	\$ 412.34	\$ 412.34	\$ 2,164.78
5% increase	25.77	20.62	20.62	20.62	20.62	108.25
New Bi-Weekly Salary	\$ 670.02	\$ 536.12	\$ 536.12	\$ 536.12	\$ 536.12	\$ 2,814.50
Current Annual Compensation	\$ 13,400.92	\$ 10,720.84	\$ 10,720.84	\$ 10,720.84	\$ 10,720.84	\$ 56,284.28
5% increase	670.05	536.04	536.04	536.04	536.04	2,814.21
New Annual Compensation	\$ 14,070.97	\$ 11,256.88	\$ 11,256.88	\$ 11,256.88	\$ 11,256.88	\$ 59,098.49

Since the increase was not implemented on October 1st the actual cost of the increase for FY 15 will be approximately \$2,165 (\$108.25 per pay period times 20 pay periods). The increase will also increase the FRS, FICA, and Medicare expense to the Town, but these amounts will be nominal.

EXPECTED OUTCOME:

Adopt Resolution 2014-46 which increases Commission salaries by 5% effective December 20, 2014.

RESOLUTION NO. 2014-46

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING A 5% INCREASE IN TOWN COMMISSIONER SALARIES, EFFECTIVE DECEMBER 20, 2014; DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EFFECTUATE THE 5% SALARY INCREASE FOR THE TOWN COMMISSION; PROVIDING FOR CONFLICT, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the current salary for Town Commissioners was established prior to 2008 and there has been no salary adjustment since that time; and

WHEREAS, at the September 29, 2014 Commission Meeting, the Town Commission approved the Town Budget for the Fiscal Year commencing on October 1, 2014, which included the budgeted amount necessary to pay for a 5% increase in Town Commissioner salaries; and

WHEREAS, Section 2-22 of the Code of Ordinances of the Town of Lauderdale-By-The-Sea provides that the Town Commission shall, by resolution, determine and fix reasonable compensation of the Town Commissioners; and

WHEREAS, at the November 18, 2014 Commission Meeting, the Town Commission voted to direct the Town Attorney to prepare a Resolution providing for a 5% increase in Town Commissioner salaries.

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

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

Section 2. The current salaries provided to Town Commissioners are hereby increased by 5%, effective as of December 20, 2014.

1 **Section 3.** The Town Manager and/or her designee and the Town Attorney are
2 authorized to take all actions necessary to implement the salary increase provided for in this
3 Resolution.

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

6 **Section 5.** If any clause, section or other part of this resolution shall be held by any
7 court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid
8 part shall be considered as eliminated and in no way affecting the validity of the other provisions
9 of this Resolution.

10 **Section 6.** This Resolution shall become effective immediately upon its passage.

11 **PASSED AND ADOPTED** this _____ day of December, 2014.

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Mayor Scot Sasser

Attest:

Town Clerk Tedra Smith
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Agenda Item Memorandum

Finance

Department

Tony Bryan

Department Director

COMMISSION MEETING DATE - 7:00 PM
<input checked="" type="checkbox"/> December 9, 2014– Regular Meeting 7:00 PM

- | | | | |
|--|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

FY2014 – PART OF THE STRATEGIC PLAN

SUBJECT TITLE: Resolution 2014-47 - Amendment to Fiscal Year 2014-15 Budget

EXPLANATION

Capital Fund

- Bel Air Drainage – When we developed the FY 2015 budget we overestimated how much of the work related to the Bel Air Drainage project would be completed by the end of FY 2014. This adjustment carries forward unused monies from the FY 2014 budget to the current fiscal year.
- Friedt Park Improvements – At the October 28 and November 18 meetings the Town Commission discussed recommended improvements to Friedt Park which included resurfacing and lighting for the tennis courts. The proposed budget amendment transfers \$33,000 from the General Fund contingency to the Capital Fund so we can complete all the renovations to the tennis court in the current fiscal year.
- East Commercial Drainage & Streetscape Project – At the October 28 meeting the Town Commission authorized to the Town Manager to execute a work authorization with State Contracting in the amount of \$32,767 to reconstruct the north alleyway between El Mar Drive and A1A and to appropriate \$33,000 from the Capital Fund balance to cover the cost. This budget amendment formalizes the appropriation.

RECOMMENDATION: Adopt Resolution 2014-47 amending the FY14/15 budget.

- EXHIBITS:**
1. Resolution 2014-44
 2. Exhibit A – FY 2013/2014 Budget Amendment

RESOLUTION NO 2014-47

1 **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN**
2 **OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE**
3 **2014/2015 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE**
4 **ATTACHED EXHIBIT “A”; AUTHORIZING APPROPRIATIONS**
5 **AND EXPENDITURES IN ACCORDANCE WITH THE 2014/2015**
6 **FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR**
7 **CONFLICTS; PROVIDING FOR SEVERABILITY; AND AN**
8 **EFFECTIVE DATE.**

9
10 **WHEREAS**, the Town Manager has made recommendations to the Town
11 Commission which require amendment of the 2014/2015 Fiscal Year budget; and
12

13 **WHEREAS**, the Town Commission, in accordance with the requirements of
14 Section 166.241, Florida Statutes, wishes to amend the 2014/2015 Fiscal Year Budget
15 for the transfer of said funds consistent with the recommendations of the Town
16 Manager.
17

18 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION**
19 **OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:**
20

21 **SECTION 1:** The foregoing “Whereas” clauses are hereby ratified and
22 confirmed as being true and correct and incorporated herein by this reference. All
23 exhibits attached hereto are hereby incorporated herein.
24

25 **SECTION 2:** The Town Commission of the Town of Lauderdale-By-The-
26 Sea, Florida, hereby amends the 2014/2015 Fiscal Year Town Budget as set forth in
27 Exhibit “A”.
28

29 **SECTION 3.** The appropriations and expenditures set forth on Exhibit “A”
30 are hereby approved.
31

32 **SECTION 4.** The Town Administration is directed to effectuate the
33 appropriations and expenditures reflected in Exhibit “A” by appropriate and
34 necessary transfers.
35

36 **SECTION 5.** All prior resolutions or parts thereof in conflict herewith are
37 repealed to the extent of such conflict.
38

39 **SECTION 6.** If any clause, section, other part or application of this
40 Resolution is held by any court or competent jurisdiction to be unconstitutional or
41 invalid, in part of application, it shall not affect the validity of the remaining portions
42 or applications of this Resolution.
43

44 **SECTION 7.** This Resolution shall become effective immediately upon
45 passage and adoption.
46

Passed on this _____ day of _____, 2014.

MAYOR SCOT SASSER

Attest:

Tedra Smith, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

EXHIBIT A

FY 2014/2015 Budget Amendment

REVENUES

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
300 - Capital	000.000 Appropriated Fund Balance	500,000	586,550	86,550.22	Appropriation from Capital Fund Balance to fund additional costs for Bel Air Drainage Project and re-grading North Alleyway (East Commercial Drainage and Streetscape)
Total Revenues				<u>86,550.22</u>	

EXPENDITURES

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
001- General	519.000 General	161,803	128,803	(33,000.00)	Transfer from General Fund Contingency to fund Friedt Park improvements.
300 - Capital	559.020 Bel Air Drainage	145,000	198,550	53,550.22	Adjustment to Bel Air Drainage project budget to cover expenditures for work that was performed later than expected. This cost is being funded by an appropriation from the Capital Fund balance.
	577.100 Friedt Park	100,000	133,000	33,000.00	To cover the cost of tennis court lighting. This cost is being funded through transfer from the General Fund Contingency.
	589.006 East Commercial Drainage & Streetscape	-	33,000	33,000.00	To cover the cost of re-grading the north alleyway between El Mar Drive and A1A. Approved by the Commission on October 28, 2014. This cost is being funded by an appropriation from the Capital Fund balance.
Total Expenditures				<u>86,550.22</u>	



Agenda Item Memorandum

Development Services

Department

Linda Connors

Town Planner/Asst. Development Services Director

COMMISSION MEETING: December 9, 2014 – 7:00 P.M.

- | | | | |
|---------------------------------------|--|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

SUBJECT TITLE: Conditional Use to Operate Watercraft Sales and Rentals in the B-1-A Zoning District (218 Commercial Boulevard).

EXPLANATION: Section 30-21 of the Town’s Code of Ordinances requires a conditional use approval for the sale or rental of watercraft in the Town’s commercial zoning districts. A potential tenant of the property located at 218 Commercial Boulevard, Paddleboard of Florida, would like to rent/sell non-motorized watercraft and therefore applied for a conditional use approval (**Exhibit 1 - Application**).

The Town’s conditional use regulations set forth specific criteria in Section 30-126 that must be satisfied in order for the Town Commission to approve the application. Town staff reviewed the application and determined that the following criteria were met:

1. **Land Use Compatibility:** The proposed use is compatible with the commercial uses immediately adjacent to the property and the use would not adversely impact the surrounding commercial neighborhood;
2. **Sufficient site size, site specifications and infrastructure to accommodate the proposed use:** There is sufficient site size, site specifications and infrastructure to accommodate the proposed use;
3. **Compliance with the Comprehensive Plan and Code of Ordinances:** The proposed use is consistent with the Town’s Land Development Regulations and Comprehensive Plan;
4. **Proper use of mitigative techniques:** The operation of the conditional use will not generate adverse impacts to adjacent land uses, general public health safety and welfare.

The Planning and Zoning Board reviewed the application at their November 19, 2014 meeting and recommended approval with conditions by a vote of 4 – 1 (**Exhibit 2 - Staff Report; Exhibit 3 - Minutes**). The conditions recommended by the Board are as follows:

1. Sales and rental be limited to non-motorized products such as kayaks, paddleboards, inflatable lounges, zayak sea sleds, and personal flotation devices.
2. Outdoor repair, service, display, or storage is prohibited.



3. The applicant shall provide notice of the restrictions (25 feet of a bather or fisherman inside the watercraft prohibited zone) listed in Sec.5-6 of the Town Code on every rental and/or sale agreement.
4. No transaction, solicitation, or off-premises vending on or upon any of the sandy beaches within the Town is allowed.
5. The applicant shall park only in designated parking spaces while delivering the products to the beach.
6. Advertising on each piece of rental equipment/watercraft, shall be limited to factory installed product/manufacturer/brand identification and to the business name. The business name shall be limited to once per piece of equipment/watercraft in a letter size not to exceed four inches in height.

RECOMMENDATION: Staff recommends approval of the Development Order (**Exhibit 4**), which approves the conditional use amendment for the sale or rental of watercraft at 218 Commercial Boulevard with the recommendations included in the Planning Board’s recommendation as listed above.

- EXHIBITS:**
- 1** – Conditional Use Application
 - 2** – Planning and Zoning Board Staff Report October 22, 2014
 - 3** – November 19, 2014 Draft Planning and Zoning Board Minutes
 - 4** – Development Order

Reviewed by Town Attorney

Yes No



Development Services
Town of Lauderdale by the Sea
4501 Ocean Drive
Lauderdale by the Sea, FL. 33308
Ph: (954) 640-4210 Fax: (954) 634-4654

Conditional Use Permit Application

Application # 2014-CU-05

Date application submitted
Date Application found to be completed
Planning and Zoning Date
Commission Date
Application fee paid

Applicants Name Jorge Figueroa, Pablo Papagni
Address 8726 Blaze Ct 33328
Phone # 305-733-8960
Owners Name if not the same as the Applicant Anthony Lomascolo, COO- Kimberly Munger
Owners Address 218 Commercial Blvd LBTS FL 33308
Phone # 9-815-9928/9-609 6338
Property address where use will be conducted 218 Commercial Blvd LBTS FL 33308

Current Property Information

Folio # 4943 18 01 3550
Zoning District B1-A Lot 51-53 Block A Subdivision Silver Shores
Present Use office, Personal service, retail sales + rentals
Hours of operation for each use 8-8
Existing total floor area per use (sq. ft.) 150
Required number of parking spaces for current use 1
Existing number of parking spaces 1

Proposed Use Information

Type of Use requested Paddleboard, surfboard sales and rentals. (Sporting goods) (water sports)
Hours of operation for the proposed use 8-8
Estimated number of individuals to be employed 1, 2 max

Applicant shall include a site plan and all applicable information outlined in Article IV of Chapter 30 of the Town's Code of Ordinances. Non applicable information outlined within Chapter 30 may be waived by the Development Services Director.

Signature (Owner/Authorized Agent) Date 9/8/14
Anthony Lomascolo
Printed Name



- (b) *Application.* A conditional use application shall provide the following information unless waived by the Development Services Director:
- i. ~~nk~~ A copy of any existing approved site plan;
 - ii. ~~nk~~ If no previously approved site plan exists, a site plan, providing the information required in Article IV of Chapter 30 of the Land Development Code, except that the Development Services Director may waive individual components of the site plan requirements;
 - iii. ~~nk~~ Traffic impact study meeting the requirements of section 30-71(a)(4); *nda*
 - iv. Square feet designated (indoors or out) for each specific use; *150 #'*
 - v. Estimated employment; *1-2 max*
 - vi. ~~nk~~ Estimated number and type of service vehicles; ·
 - vii. ~~nk~~ Any unique facilities or structures proposed as part of site improvements; and
 - viii. ~~nk~~ A description of any mitigative techniques to abate any possible adverse impacts of the proposed use on properties in the immediate vicinity including smoke, odor, noise, and other impacts.
 - ix. Application fee. *100 \$*

Seagrape Commons LLC.
Seagrape Commons 2 LLC.
218 - 222 Commercial Blvd.
Lauderdale By The Sea, Fl 33308
Phone: 954-771-1222 Email: sgcommons12@gmail.com

9/11/2014

Town of LBTS,

We are submitting a Conditional Use Permit Application to request approval of a paddle board / surf board sales and rental business that is considered a conditional use. You may remember a similar business called Alley Oop which was in Town several years ago and focused more on clothing sales and skim boarding. Since Alley Oop's departure our Town has been lacking in the fun water sport activities department. It is now time we bring it back!

The proposed use is a business called "Paddleboard of Florida". The business is starting in a small 160 square foot office with online rentals of paddle boards and surf boards. Once the season begins and the word gets out, Paddle board of Florida would like to offer lessons, run summer programs for area kids and become involved in Town events. To start off there will only be 2 employees, the owners, who come to Lauderdale by the sea with their kids every weekend. They chose our Town and building given the close proximity to the beach, public access points and the fact that LBTS has a more family friendly atmosphere then anywhere else.

Private parking will be provided on our property and of course the option of using the Town meters or pay parking lots if needed. They will not have service vehicles just their personal vehicles. Once they get the business going they will be moving from the small office space to an 800 square foot street front retail location along Bougainvillea Drive, also located in our 218 Commercial Blvd building. The owners will have business insurance to cover themselves and our property, as well as the Town when participating in special events.

As with other retail and rental businesses in the building there are no adverse impacts of the proposed use on surrounding properties. We hope to obtain the Boards approval so we can move forward and once again bring in a business that enhances what Lauderdale By The Sea already offers.

Please call if you have any questions or need more information.

Thanks for all your help.



Anthony Lomascolo, Owner
Kimberly Munger, COO
Seagrape Commons and Seagrape Commons 2 LLC's
954-815-9928, 954-609-6338

DEVELOPMENT SERVICES

(CASH RECEIPTS)

REVENUE SOURCE: Adriana E. Dehne

11 NE 51 St, Miami, FL 33137

DATE	CHECK#	CHECK AMOUNT	CASH	TOTAL AMOUNT RECEIVED	ACCT #	REVENUE	AMOUNT TO POST
						RIGHT OF WAY	
					001-000-000-115-207	R.O.W. ENGINEERING PERMIT	
					001-302-000-321-110	R.O.W. SIDEWALK CAFÉ	
						BUSINESS TAX RECEIPTS	
					001-302-000-321-100	LICENSE TAX	
					001-306-000-369-100	PENALTY FEE	
					001-302-000-322-400	SIGN FEE	
					001-000-000-223-100	DEFERRED LICENSE/SIGN (FY 2013)	
						FIRE INSPECTION FEES	
					115-304-000-342-210	FIRE FEES (FIRE FUND)	
					115-000-000-223-101	DEFERRED FIRE FEE (FIRE FUND 2013)	
						ZONING	
					001-302-000-322-250	ZONING PERMIT & FEE	
					001-306-000-369-100	ZONING RESEARCH/LETTER	
					001-302-000-322-400	SIGN PERMIT	
						CODE FINES	
					001-305-000-354-160	CODE FINES	
						MISC. REVENUE	
9/15/14	109	900.00		900.00	001-306-000-369-200	APPLICATION FEES	900.00
					001-306-000-369-100	MISC. REVENUE (POD Permit)	
					001-524-000-500-506	PRINTING & BINDING	
					310-304-000-344-500	SPECIAL EVENT PARKING	
						TOTAL GENERAL FUND 001	
						TOTAL FIRE INSPECTION FEES	
TOTAL CASH AND RECEIPTS						GRAND TOTAL PAYMENT	\$900.00

PREPARED BY: Idalia Gutierrez

REVIEWED BY: _____

Notes for Development Services: Conditional Use Application for SeaGrape Commons 218 Comm Blvd

#2014-CU-05

ADRIANA E. DEHNE
11 NE 51ST ST.
MIAMI, FL 33137-2720

63-8413
2670 41723

109

DATE 9/15/2014

PAY TO THE ORDER OF Town of LBTS \$ 900⁰⁰

nine hundred with ⁰⁰/₁₀₀

DOLLARS  Security Features
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CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO Cond use permit



LAUDERDALE-BY-THE-SEA
RECEIVED
OCT 30 2014
DEVELOPMENT
SERVICES

From: **chochi** jorgefigueroa1972@yahoo.com
Subject: BPP small
Date: October 29, 2014 at 7:48 AM
To: chochi jorgefigueroa1972@yahoo.com

Business Presentation Plan Paddleboard of Florida.

We are a family owned company that want to bring business to Lauderdale by the Sea.

Bringing a recreational sport as Paddleboard and kayak to the beautiful beaches of Lauderdale by the Sea.

We believe that our business will bring more passion for water sports giving families the opportunity to spent together a beautiful day in our beaches using our inflatable lounges kayaks, paddleboards and Zayak Sea Sled the new way to watch the underwater life.

Basically we will bring a new and very fun "things to do" to Lauderdale by the sea"

We are a "Green Company", we want people having fun in the water without causing any damage to the ecosystem.

Our products are non motorized products.Avoiding any possible sea life contamination.

As supporters of marine life we want water sports but without contamination. We also support and donate to marine organizations in Florida as "The nature conservancy"

We support "Broward County Sea Turtle Conservation Program" through the oceanographic center contributing to a research and conservation of our animal species.

Our products

Kayaks: We use the best brands (Ocean Kayaks) making easy and safe for open water rides.

Padleboards: We also have one of the best and safe Paddleboards in the market (Sup ATX) ideal for beginners and professionals.

Inflatable lounges: perfect to spent hours with friends or family in the water. Completely safe for adult and kids. We also use the bests brands like (Seadoo) for safest and enjoyable times in the water.

Zayaks Sea Sled: is the new way to watch the underwater life. Is the new snorkeling alternative, without snorkel and without fins. You can explore the sea without getting a single strand of hair wet. The Zayak's large, transparent window is on the underside of its front end. The "zayaker" puts his face into the depression over the window, and a Neoprene "dry mask" seals out distracting ambient and reflective light. He or she can paddle and kick around and enjoy up-close views of the sights of the sea. The Zayak also allows for a more hygienic experience because you don't put your mouth on it the way you do a snorkel.

Safety: All customers will be provided with PFD's (Personal flotation devices) for free on every rental.

Type of bussines:

For rental.

We are an e commerce company where our transactions are only made on line. Our customer can decide what kind of product they want from our website and we deliver the product to one of the convenient points at the beach Datura Ave or El Prado Ave. Far enough from the pier on Commercial Blvd to avoid injuries and liabilities.

No transactions will be made on the beach. Customers will pay on line prior delivery through smart phones or in person in our office convenient located two blocks away from the beach.

For sale: we will sale the same products that we have for rent.

New and used products.

Our transportation and delivery:

We have different options to make the delivery of products to the beach.

Using our pick up trucks and parking in the closest public parking lot of the delivery point and walking with the products to the beach.

We can also use in a near future a golf cart to bring our products from the store to the public parking lot and walking from there with the products.

Using our lightweight pvc cart that can hold a couple of kayaks and Paddleboards. Bringing our product to the beach without using any motor vehicle.

Insurance

We are fully insured and properly registered company.

We will be available for special events, fundraising programs or any activity that can make our city even better.

Our goal is to ensure a beautiful stay to those who are visiting our town.

Providing to locals something new to do in their own backyard.

Inspiring our community to enjoy and respect nature.

A Dehne - P Papagni
Paddleboard of Florida.

Kayaks

Paddleboards

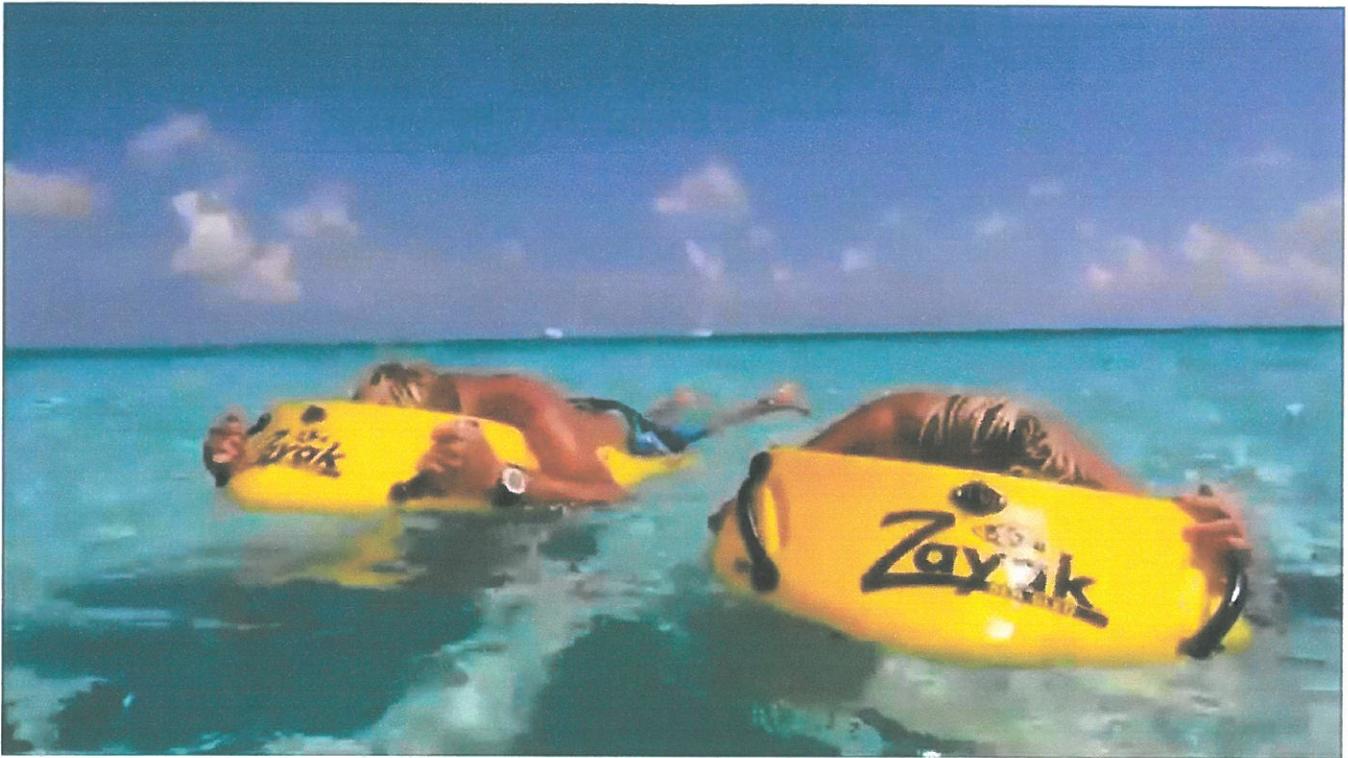


Inflatable lounges



Zayaks





Paddleboard and kayak cart



Sent from my iPhone

EXHIBIT 2

Town of Lauderdale-By-The-Sea
Development Services Department



To: Planning and Zoning Board
Thru: Bud Bentley, Assistant Town Manager
From: Juliana Cardona, Planning Technician
Date: November 12, 2014
Meeting Date: November 19, 2014

New Business: Conditional Use Application to Operate Water Craft Sales and Rental in the B-1A Zoning District (218 E Commercial Boulevard).

The purpose of this memorandum is to provide staff's analysis and recommendation on the Conditional Use application received from Jorge Figueroa and Pablo Papagni on September 15, 2014. The applicants are seeking conditional use approval to operate a watercraft sales and rental business in the B-1A Zoning District, specifically in the property located at 218 E Commercial Blvd.

Conditional Use Application

The Development Services Department staff reviewed the application and supporting documents (**Exhibit 1**) pursuant to the requirements of the Town's Land Development Code. The applicant has paid the appropriate fee and submitted the required information. Staff reviewed the application and deemed it complete. Notice to all property owners within 300 feet has been given and public hearing notice has been posted as required by Section 30-139 of the Town Code.

We have not received any communications from the public regarding this application.

Request

The applicants propose to operate a watercraft sales and rental business in the property located at 218 E Commercial Blvd within the B-1A Business District. The business is called Paddleboard of Florida. Its non-motorized products for sale and rent include kayaks, paddleboards, inflatable lounges, zayak sea sleds, and personal flotation devices.



zayak sea sled

Paddleboard of Florida proposes to provide online rental and sales of its products. Customers would pay online or in person at the business' office. Sec. 14.5-27 stipulates that it shall be unlawful for any person to conduct off-premises vending on or upon any of the sandy beaches within the Town. The applicants stated on the application that no transactions will be made on the beach.

Paddleboard of Florida would deliver the product to the beach only. Their delivery options include using a pickup truck or street legal cart, which would be parked in designated public parking spaces, and the product would be carried to the beach. Another alternative is to use a non-motorized lightweight cart to bring their products from the store to the beach. Paddleboard of Florida would offer the pick-up service. Clients would have the option to return the products to the store or arrange the product pick up.

Background

Watercraft sales and rental is allowed in the B-1A Zoning District as a conditional use (Sec. 30.261 (a)(2)n). Chapter 5 Beaches and Waterways establishes regulations for the use of watercrafts.

Sec. 5-1. Definitions.

Watercraft shall include, but not be limited to, any boat, vessel, barge, personal watercraft, water ski, or any other similar contrivance or device used or capable of being used as a means of transportation on the water.

Chapter 5 also regulates the use of non-motorized watercrafts. The Code establishes in Sec. 5.101 a watercraft prohibited zone (*bounded by the mean high water mark of the Atlantic Ocean on the west, the corporate limits on the north, a line 100 yards east of the mean high water mark of the Atlantic Ocean on the east and on the corporate limits on the south,*) and in Sec. 5.6 the Code makes it unlawful for any person or persons to use or operate non-motorized watercraft within 25 feet of a bather or fisherman inside the "watercraft prohibited zone."

Criteria, Analysis and Findings

Section 30-126 of the Town's Code of Ordinances outlines the specific criteria for approving a Conditional Use. These criteria and staff's analysis and findings regarding the application are listed below.

1. **Land Use Compatibility.** The conditional use, including its proposed scale and intensity, traffic generating characteristics, and off-site impacts shall be compatible and harmonious with adjacent land uses and shall not adversely impact land use activities and residential areas in the immediate vicinity. For purposes of a conditional use review, compatibility is defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition. Compatibility of land uses is dependent on numerous development characteristics, which may impact adjacent or surrounding uses. They include: type of use, density, intensity, height, general appearance and aesthetics, odors, noise, smoke, vibration, traffic generation and nuisances. The Town Manager shall recommend whether the

conditional use is compatible. Compatibility shall be measured based on all of the following characteristics of the proposed use or development in relationship to surrounding development in the immediate area:

- i. Permitted uses, structures and activities allowed within the land use category.
- ii. Building location, dimensions, height, and floor area ratio.
- iii. Location and extent of parking, access drives and service areas.
- iv. Traffic generation, hours of operation, noise levels and outdoor lighting.
- v. Alteration of light and air.
- vi. Setbacks and buffers such as fences, walls, landscaping and open space treatment.
- vii. The architectural and site design are compatible with the character of the surrounding area.
- viii. Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic.

Staff Analysis and Findings: The proposed use is compatible with the commercial uses immediately adjacent to the property.

The proposed use, proposed location, scale, and traffic generating characteristics will not adversely impact the surrounding commercial neighborhood.

2. **Sufficient Site Size, Site Specifications and Infrastructure.** Sufficient site size, site specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to provide adequate screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

Staff Analysis and Findings: There is sufficient site size, site specifications and infrastructure to accommodate the proposed use. The leased space is approximately 160 sq. ft. It is sufficient to operate the proposed business.

3. **Compliance with the Comprehensive Plan and Code of Ordinances.** The conditional use shall comply with environmental, zoning, concurrency and other applicable regulations of this Code of Ordinances and shall be consistent with the Comprehensive Plan.

Staff Analysis and Findings: The subject property's zoning is B-1-A Business and the proposed use (Watercraft sales and rental) is an allowable conditional use within this zoning district. It complies with the applicable regulations of the Unified Land Development Regulations and is consistent with the Town's Comprehensive Plan. Goal 3.0 of the Comprehensive Plan supports the provision of recreation opportunities for Town residents. In addition, Objective 10.3 encourages the innovation and modernization in the type and character of business uses.

4. **Proper Use of Mitigative Techniques.** The conditional use and site plan shall incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.

Staff Analysis and Findings: Staff believes that the operation of the conditional use will not generate adverse impacts to adjacent land uses, general public health, safety, and welfare.

Recommendation and Conditions

Staff is in support of a watercraft sales and rentals at this location. Staff recommends approval of the proposed conditional use with the following conditions:

1. Sales and rental be limited to non-motorized products such as kayaks, paddleboards, inflatable lounges, zayak sea sleds, and personal flotation devices.
2. Outdoor repair, service, display, or storage is prohibited.
3. The applicant shall provide notice of the restrictions (25 feet of a bather or fisherman inside the watercraft prohibited zone) listed in Sec.5-6 of the Town Code on every rental and/or sale agreement.
4. No transaction, solicitation, or off-premises vending on or upon any of the sandy beaches within the Town is allowed.
5. The applicant shall park only in designated parking spaces while delivering the products to the beach.
6. Advertising other than identification of the product shall be limited to business name, and one sign per product with four inches letter size maximum.

Procedure

The Planning and Zoning Board's recommendations and comments will be presented to the Town Commission at their December 9, 2014 meeting.

Exhibits:

- 1- Conditional Use Application for 218 E Commercial Boulevard

NON APPROVED

**TOWN OF LAUDERDALE-BY-THE SEA
PLANNING AND ZONING BOARD
REGULAR MEETING MINUTES
*Jarvis Hall – 4505 Ocean Drive
Wednesday, November 19, 2014
6:00 P.M.***

1. CALL TO ORDER

Chairman David Chanon called the meeting to order at 6:03 P.M. The Pledge of Allegiance was recited. Members present were David Chanon, Charles Clark, Roseann Minnet, first alternate Patrick Murphy and 2nd alternate Gerri Ann Capotasto. Patrick Potts and Yann Brandt were absent. Also present were Town Attorney Kathy Mehaffey, Town Planner Linda Connors, and Clerk Idalia Gutierrez.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

Previously recited.

3. APPROVAL OF MINUTES – Previous Meeting Minutes for October 22, 2014.

Ms. Minnet made a motion to approve the minutes of October 22, 2014 as presented. The motion was seconded by Mr. Clark. The motion carried 5-0.

4. PUBLIC COMMENTS

The Chair opened the meeting for public comments. The members of the public wanted to speak when their case was heard. The Chair closed public comments at this time.

5. NEW BUSINESS

a. Swearing of 2nd Alternate Member – Gerri Ann Capotosto

Town Planner Linda Connors read the oath as Ms. Capotosto stood and took the oath.

b. Conditional Use Application to Operate Water Craft Sales and Rental in the B-1A Zoning District (218 E Commercial Blvd)
(Linda Connors, Town Planner/Asst. Development Services Director)

Town Planner Linda Connors said they received a Conditional Use Application from Jorge Figueroa and Pablo Papagni. The Town's Code requires water sales, craft sales, and rentals receive a conditional use application. The application is for a business called Paddleboard of Florida. Their products are non-motorized for sale and rental including kayaks, paddleboards, inflatable lounges, zayak sea sleds and personal floatation devices. They propose online rental and sale of the products. Customers would pay online or in person at the business office. The product would be delivered to the beach only via pick-up truck or street-legal cart which would park in designated public parking spaces. The product would be carried to the beach. They

could also use a non-motorized light weight cart to bring the product from the store to the beach. Clients could either return the product to the store or arrange for pickup. Watercraft sales and rentals are allowed in the B-1A Zoning District as a conditional use. Motorized watercrafts and non-motorized watercrafts are also regulated under Chapter V Beaches and Waterways. Ms. Connors read the definition of watercraft into the record. Section 5.101 of the Code establishes a watercraft prohibited zone. She read the watercraft prohibited zone definition into the record. Section 5.6 of the Code makes it unlawful for any person or persons to use or operate non-motorized watercraft within 25 feet of a bather or fisherman inside the watercraft prohibited zone. Anyone using non-motorized watercraft has to stay 25 feet away from anyone on the beach. There are no regulations on the other waterways in Town. Ms. Connors said Section 30-126 of the Town's Code of Ordinances outlines the four specific criteria for approving a Conditional Use. She explained the criteria as well as Staff's Analysis and Findings which were listed in the Staff Report. Staff is in support of watercraft sales and rentals at 218 E Commercial Blvd. and recommends approval of the conditional use with six conditions.

1. Sales and rental be limited to non-motorized products such as kayaks, paddleboards, inflatable lounges, zayak sea sleds, and personal flotation devices.
2. Outdoor repair, service, display or storage is prohibited.
3. The applicant shall provide notice of the restrictions (25 feet of a bather or fisherman inside the watercraft prohibited zone) listed in Sec. 5-6 of the Town Code on every rental and/or sale agreement.
4. No transaction, solicitation, or off-premises vending on or upon any of the sandy beaches within the Town is allowed.
5. The Applicant shall park only in designated parking spaces while delivering the products to the beach.
6. Advertising other than identification of the product shall be limited to business name, and one sign per product with four inches letter size maximum.

The applicants were present and introduced themselves. Jorge Figueroa gave a brief bio for himself and Pablo Papagni. They want to start this family business in Lauderdale-By-The-Sea. This would be a fun environment and no marine life would be in danger. Chair Chanon asked for more public comments but there were none.

Chair Chanon asked about the conditions. Mr. Figueroa said they are in agreement with the conditions. Ms. Minnet wanted to know if the paddleboard and other recreational equipment would be delivered anywhere along the beach or to a designated area. Town Planner Connors said anywhere along the beach. Ms. Minnet felt that there should be a limited area where the paddleboard and recreational equipment could be delivered. She said that most of the portals are small and some of the equipment is large. Ms. Minnet wanted to know if the delivery area would include the condos. She also expressed concern regarding liability. There are no lifeguards in the Town of Lauderdale-By-The-Sea. She said we do have a volunteer fire department that goes up and down the beach and monitor it to some degree. She was concerned about community liability for a business allowing rentals on our beach without lifeguards. She would like the Town Attorney to answer this. Ms. Minnet questioned the balance between business and the community and asked for Board Member feedback. Ms.

Minnet was asking about signage since Staff was allowing one sign per product – advertising identification. She was concerned if the signs would be posted on the beach or at the business.

Ms. Connors explained that a floatation device could have their name one time with four inches as a maximum height. This would enable them to identify that the product belongs to them. The advertising for the business would go through the normal sign code. Ms. Minnet said there may be a business that wants to rent chairs on the beach. Ms. Minnet wanted to know how we would monitor it with Code Enforcement for problems, questions, monitoring if this is working and keeping the area clean. We have to consider if there is enough Staff for Code Enforcement. Chair Chanon wanted to understand keeping which area clean and Ms. Minnet said the beach area. Chair Chanon said Staff outlined what this business could rent. He felt there should not be concern with spillover or precedent setting for a future business. Chair Chanon said he does not know how to prevent a bad operator from coming into the Town. He said we have designated access to the beach and public access to Town and anyone could bring their paddleboard on the beach. The new company has to park in designated spaces. He wanted to know from Town Attorney Kathy Mehaffey if someone rented a paddleboard elsewhere and brought it down to the Town's beach and something happened, how would that affect the Town's liability with no lifeguards present. Mr. Clark felt that he had no problem with chair rental. If another company wanted to rent other products for beach use, we would deal with it at that time. Mr. Clark felt that if we did have lifeguards, that would open up other problems. We have enough notification along the beach that there are no lifeguards and people use the water and swim at their own risk. Town Attorney Kathy Mehaffey spoke about the liability. She said that the Town is protected under Florida Statute 380.276. There is no liability related to it and allowing this use did not open the Town up to additional liability. She said that the applicant would have to speak about the insurance they carry for their products. Town Planner Linda Connors asked the applicant if he currently has insurance. Jorge Figueroa said they were in contact with their insurance agent. They need to know the amount the Town required for putting the Town and the applicants in a safe position. Mr. Clark wanted to know if the Town had any requirements for insurance. Town Planner Linda Connors said that there are two cases in the Development Services sector that require insurance. One is with a sidewalk café and the other is right-of-way encroachments like awnings. In these two cases, we have specifications on insurance for \$1,000,000. It requires the insurance carrier to be B+ rated or higher. Mr. Murphy spoke about good service and wanted to know about pick-up service. Jorge Figueroa spoke about two places where they would pick up and deliver. One was at Datura and one was at Prado. That was where they have legal parking spaces. He wants to avoid the pier because it could be a liability for the Town and a risk for them. Mr. Murphy mentioned in the past, there was a liability discussion for kite boarding. Town Planner Linda Connors said there are regulations in the Code that specifically restrict heights in the Town. She would double check. Patrick Murphy feels this is a self-monitoring business because if they do not do a good job, they would be out of business. Town Planner Linda Connors said there are Code Officers who sporadically work on the weekends. They do monitor the beach when they are working. Town Planner Linda Connors said that this is a conditional use, so the P&Z Board could put a time limitation on the conditional use. We could ask them to renew their application again and the Board can review it again and set other parameters, etc. as this would be a new business in Town.

Mr. Murphy made a motion to approve the conditional use as recommend by Staff. The motion was seconded by Ms. Capotosto. The motion carried 4-1 (with Ms. Minnet voting against).

Town Planner Linda Connors said that the next Town Commission Meeting is December 9, 2014 starting at 7:00PM. She informed the applicants that the Town Commission would review the conditional use application and make a final determination.

6. OLD BUSINESS

The Chair asked for any Old Business but there wasn't any. Town Planner Linda Connors said she had a few announcements. She said that on December 8, 2014, we would have our third public meeting on A1A Greenways. She reminded the Board Members to attend, if they were available. The project was being funded through MPO and the Florida Department of Transportation and the plans would make significant improvements to El Mar Drive. The previous meeting is available to watch on the Town's website and Ms. Connors told them where it was located for viewing on the website.

The next thing she wanted to talk about was the Florida Development Group. Last night at the Town Commission Meeting, the Florida Development Group made a presentation. They purchased several properties in Lauderdale-By-The-Sea. They own the hotel at 4660 Ocean at El Mar Drive, the Holiday Inn at 4116, and the former Villa Caprice which is across the street from the Holiday Inn and Little Inn Too, Tropic Ranch. They asked for some more time on the time constraints given to them by the Town Commission for the Holiday Inn at 4116. The extensions were granted. She said that in the very near future, the P&Z Board would be seeing re-development plans for all the properties. She would expect in February, March and April this Board would see site plans on all these properties. She said this would be a huge improvement to that street. Ms. Connors said the Board would also be working on updates to the Comprehensive Plan. The update to the Evaluation and Appraisal Report is due in September 2015. This Board would be busy next year.

Ms. Minnet asked if there would be a December meeting. Town Planner Connors said she did not have any applications for the December 17, 2014 meeting but she has Code revisions. Ms. Connors suggested Board Members e-mail her about their December availability. She answered Ms. Minnet's recommendation that they could cancel the December meeting and discuss Code revisions at the January 2015 meeting. Without objection, the Board Members decided to cancel the December 17, 2014 P&Z Meeting. There would be no P&Z Meetings in December 2014.

7. UPDATES/BOARD MEMBER COMMENTS

8. ADJOURNMENT

Ms. Minnet made a motion to adjourn at 6:36 pm. The motion was seconded by Mr. Murphy. The motion carried 5-0.

Chairman David Chanon

ATTEST:

Date Accepted: _____

Town Planner Linda Connors

Exhibit 4



**CONDITIONAL USE DEVELOPMENT ORDER _____
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**

PROJECT NAME: Paddleboard of Florida
ADDRESS OF PROPERTY: 218 Commercial Boulevard
FOLIO #: 4943 18 01 3550
PROPERTY OWNER: Seagrape Commons LLC
APPLICANT: Jorge Figueroa and Pablo Papagni
APPLICANT ADDRESS: 218 Commercial Boulevard

REQUEST: To operate watercraft sales and rentals in the B1A Zoning District, pursuant to Section 30-126, Conditional uses review, Section 30-140, Quasi-Judicial Procedures and 30-261 B-1-A district – Business.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on December 9, 2014 following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, will promote the public health, safety, welfare, order, comfort, convenience, appearance, or prosperity of the neighborhood and further, that the application does meet all of the criteria in Section 30-126, which are as follows:

1. Land Use Compatibility;
2. Sufficient Site Size, Site Specifications, and Infrastructure;
3. Compliance with the Comprehensive Plan and Code of Ordinances; and

Exhibit 4

4. Proper Use of Mitigative Techniques.

SECTION 2. APPROVAL. The request for Conditional Use approval to operate watercraft sales and rentals is hereby approved.

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

1. Sales and rental be limited to non-motorized products such as kayaks, paddleboards, inflatable lounges, zayak sea sleds, and personal flotation devices.
2. Outdoor repair, service, display, or storage is prohibited.
3. The applicant shall provide notice of the restrictions (25 feet of a bather or fisherman inside the watercraft prohibited zone) listed in Sec.5-6 of the Town Code on every rental and/or sale agreement.
4. No transaction, solicitation, or off-premises vending on or upon any of the sandy beaches within the Town is allowed.
5. The applicant shall park only in designated parking spaces while delivering the products to the beach.
6. Advertising on each piece of rental equipment/watercraft, shall be limited to factory installed product/manufacturer/brand identification and to the business name. The business name shall be limited to once per piece of equipment/watercraft in a letter size not to exceed four inches in height.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Resolution shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Resolution. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Resolution may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

Exhibit 4

SECTION 5. APPEAL. In accordance with Section 30-113(f)(5) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Civil Procedure.

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

APPROVED this ____ day of _____, 2014.

MAYOR SCOT SASSER

ATTEST:

Tedra Smith, Town Clerk

Approved as to form:

Susan L. Trevarthen, Town Attorney