



TOWN OF LAUDERDALE-BY-THE-SEA

AGENDA ITEM REQUEST FORM

Town Manager

Connie Hoffmann

Department Submitting Request

Dept Head's Signature

<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>	<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>	<u>Commission Meeting Dates</u>	<u>Last date to turn in to Town Clerk's Office</u>
<input type="checkbox"/> May 25, 2010	May 14 (5:00 p.m.)	<input type="checkbox"/> July 27, 2010	July 16 (5:00 p.m.)	<input type="checkbox"/> Oct 26, 2010	Oct 15 (5:00 p.m.)
<input type="checkbox"/> June 8, 2010	May 28 (5:00 p.m.)	<input type="checkbox"/> Aug 25 2010*	Aug 13 (5:00 p.m.)	<input type="checkbox"/> Nov 9, 2010	Oct 29 (5:00p.m.)
<input type="checkbox"/> June 22, 2010	June 11 (5:00 p.m.)	<input type="checkbox"/> Sept 14, 2010	Sept 3 (5:00 p.m.)	<input type="checkbox"/> Nov 23, 2010	Nov 12 (5:00p.m.)
<input type="checkbox"/> July 13, 2010	June 2 (5:00 p.m.)	<input type="checkbox"/> Sep 27, 2010	Sept 17 (5:00 p.m.)	<input type="checkbox"/> Dec 14, 2010	Dec 3 (5:00p.m.)
		<input type="checkbox"/> Oct 12, 2010	Oct 1 (5:00p.m.)		
		*Item is for 5 p.m. Special Meeting			
NATURE OF AGENDA ITEM	<input type="checkbox"/> Presentation	<input type="checkbox"/> Resolution	<input type="checkbox"/> Manager's Report		
	<input type="checkbox"/> Public Safety Report	<input type="checkbox"/> Quasi Judicial	<input type="checkbox"/> Attorney's Report		
	<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Old Business	<input type="checkbox"/> Other		
	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> New Business			

SUBJECT TITLE: Budget Workshop Item: Sea Ranch Condos Sewer Fees Analysis

EXPLANATION: A consultant has researched the history of the Town's practice of subsidizing the Sea Ranch condominiums sewer fees. Former Town Manager Baldwin and Former Town Attorney Cherof have been consulted to see if they can fill in the gaps on several issues in the research, but neither could recollect the history on those particular issues. The next step is for the Town Attorney to review the report and pertinent documents to advise the Town on the legal strength of a request to have Pompano Beach start billing the Sea Ranch condos directly for their sewer service, as they do all other Lauderdale by the Sea customers north of Pine Avenue.

RECOMMENDATION: Seek the Town Attorney's advice on the matter and advise the Sea Ranch condos of the likelihood of a change in how they are billed for sewer service.

EXHIBITS: Report from Consultant Kathleen Margolies regarding the Sea Ranch Condominia Sewer Charges

Town Manager's Initials: CH

To: Connie Hoffmann, Interim Town Manager

From: Kathleen S. Margoles *(KSM)*

Date: July 26, 2010

Re: Report on Sewer Billing for Sea Ranch Condos

ISSUE

This report responds to your request for an explanation of why the town is paying the monthly sewer bills of Sea Ranch Lakes Condos. This report explores the history and issues surrounding this arrangement.

WATER & SEWER SYSTEM BACKGROUND

The Town has multiple providers of water and sewer services depending on location. The Town owned the water transmission and distribution facilities south of Pine Avenue and bought water from the City of Fort Lauderdale, until the Town sold the water system infrastructure to Fort Lauderdale in 2008 for Three Hundred and Fifty Thousand (\$350,000.00) Dollars. Water service from north of 5450 North Ocean Boulevard is provided by Pompano Beach.

The sewer infrastructure south of Pine Avenue belongs to Lauderdale-By-The-Sea but the flow from the entire Town is pumped to the City of Pompano Beach for treatment under the Master Sanitary Sewer Agreement. A new Master Sewer agreement for the provision of wastewater transmission and treatment services was executed with Pompano in December 2007, replacing the previous 40 year agreement signed in 1966. (See Attachment A) Pompano Beach charges the Town a monthly fixed component, and a volumetric rate component per 1,000 gallons of usage, recalculated annually. The Town's Master Sewer Agreement rates also include a 25% nonresident surcharge. The rates in the Master Sewer Agreement were used by LBTS to determine the Town's sewer rates, which are adopted by the Commission by ordinance. The Town's sewer rates were last updated in 2004.

Pompano provides water and sewer services to, and bills, the North Beach area LBTS residents directly and charges the 25% non resident surcharge, as well all other applicable charges. The billing to other Town residents and businesses for both water and sewer services was contracted out to Fort Lauderdale in 2002. Fort Lauderdale bills residents their water rates and the Town's sewer rates.

SEA RANCH CLUB SEWER BILL BACKGROUND

The City of Pompano Beach has provided sewer services to the Sea Ranch Club Condos since 1976 and billed them directly until 2001. SRCC have two pump stations that are privately owned and maintained that flow into the A1A Force main. There are no meters on the pump stations so the flow is calculated by the water usage.

The rate for service to accounts outside the City of Pompano Beach City limits has always included a twenty five (25) percent surcharge on both components of the charge, the availability charge and the flow charge. The Pompano Beach availability charge is per unit in a multi unit condominium. The rates are reviewed periodically and changed by Pompano Beach City ordinance.

The Sea Ranch Club Condos were annexed to LBTS in 1997. They receive water from Fort Lauderdale and sewage treatment by the City of Pompano Beach. In March 2001, the individual Sea Ranch Club Condo sewer bills from the City of Pompano Beach were transferred to Town of Lauderdale By The Sea accounts, in accordance with a decision made by the LBTS Town Commission on February 3, 1997 that is described in detail in this memo. All charges enumerated above remained the same for the Town accounts for the Condos as previously charged to the Condos.

(The Condos receive a combined water/sewer bill from the City of Fort Lauderdale, on our behalf for actual water use and a sewer charge based on the Town of Lauderdale By The Sea sewer rates, not the amount paid to Pompano on their sewer bills.)

In trying to determine why SRCC is handled this way, I researched the annexation files, Commission meeting minutes and spoke with Pompano Beach officials, a former LBTS Mayor and a former SRCC President. At the February 3, 1997 Commission meeting, the Town Commission discussed the proposed annexation of the Sea Ranch Club Condominiums. (Attachment B). The sewer rate discussion focused on the following areas.

- The Town's desire to include the condominiums in the Town's Master Sewer Agreement
- The existence of a contract between the City of Pompano Beach and the four condos that requires the condos to pay a surcharge to Pompano Beach and the legal question of whether the Master Sewer Agreement would take precedence.
- Creation of a aggregate (blended) sewer rate should the Condos' inclusion not legally be possible

- **Filing of a declaratory judgment action to bring the SRCC under the Town's Master Sewer Agreement**

The Commission provided direction to the Town Manager and Town Attorney to proceed with the annexation.

On February 4, 1997, Robert Baldwin, Town Manager sent a letter (Attachment C) to the Director of the condominiums stating "The Commission has approved several items, as follows:

3. **Agreed to take necessary action to reduce the condominium resident's sewer bills to a rate charged by the City of Pompano Beach to Town residents."**

I believe this statement refers to the rate the Town was charging Town residents as established by ordinance, based on the City of Pompano Beach Master Sewer Agreement, not the rate the City of Pompano was directly charging SRCC residents.

At this same meeting, the Town Commission discussed the Town Attorney filing a declaratory judgment in order to bring the annexed areas under the Pompano Master Sewer agreement should the City of Pompano not agree to allowing the annexed areas to be included in the Master Sewer agreement. There is no indication of a follow up on a declaratory judgment in the Town files or minutes.

I did request old files from the Town Attorney's Office but the files I received stop at the period of the negotiation on the new Master Sewer Agreement. I suggest you meet with the former Town Attorney to discuss the agreement.

I spoke with the Pompano Beach Utility Customer Service Manager, who indicated there was no documentation in their files regarding the billing change from the Condos to the Town. The position of Pompano Beach regarding the billing is they are following the City policy of charging for sewer service that allows for per unit availability charges and a surcharge for out of City residents. In a discussion with the Pompano Beach Utility Director, he stated no mention was made of the annexed areas during the negotiations for the new Master Sewer agreement executed in 2007.

I also spoke with former Mayor Oliver Parker on 7/15/2010, who provided some background from his time as an elected official. He told me during pre-annexation discussions with the SRCC residents, they requested that they be treated equally with Town of LBTS residents regarding sewer rate. The Condos had a long term agreement with Pompano Beach (with 15-20 yrs more to run) dictating a higher rate than Town residents. The Commission through discussion at meeting and direction to the Town

Manager agreed to charge SRCC residents the same rate as other LBTS residents were charged. That information was conveyed in a letter from the Town Manager to the Director of the Sea Ranch Condominiums.

It was his recollection that the SRCC sewer agreements were assigned to LBTS. He believes this assignment could have been done at a managerial level between the City of Pompano Beach Manager and the LBTS Town Manager. He stated the SRCC sewer system was folded into our sewer system and LBTS then created a blended sewer rate.

The former Mayor Oliver recalls that the rates established by the Commission took into account the amounts paid by the Town for SRCC (blended rate), as well as capital needs that would be made in all areas of the Town, but were not necessary in the SRCC area.

SEWER BILLING HISTORY

City of Fort Lauderdale Utility Billing to SRCC

In March 2001, The LBTS Town Commission passed Ordinance 2001/463 contracting with the City of Fort Lauderdale to bill and collect the Town's sewer charges. At this time, a sewer fee was added to the City of Fort Lauderdale Sea Ranch Club Condo water bills. The current charge is based on rates established by Ordinance No. 2004-14. This Condo's sewer payments are remitted to Town monthly.

ANALYSIS OF DIFFERENCE IN RATES

	LBTS rates charged to residents	Pompano Beach nonresidents rates
Availability rate	\$190.00 per meter based on size SRCC has one 4" meter for each building (4 buildings)	\$14.475/unit in Condo ex. $14.475 \times 180 = 2,605.50$ includes a 25% surcharge
Flow rate	\$3.00/thousand gals.	\$2.85/thousand gals. includes 25% surcharge

The difference in the Pompano bills the Town is paying for SRCC versus what we are charging is illustrated in the following example for Sea Ranch Condo B monthly bill:

Pompano Beach Bill	
\$14.475 X 180 units	\$ 2,605.50
\$2.85 X 960 gallons	<u>\$ 2,736.00</u>
	\$ 5,341.50

LBTS Bill	
Availability Fee	\$ 190.00
\$3.00 X 960 gallons	<u>\$ 2,880.00</u>
	\$ 3,070.00

Difference = \$2271 X 12 = \$27,252 annually for Sea Ranch Condo B

CONCLUSION

As a result of my research, I have determined that the Town of Lauderdale-By-The-Sea is subsidizing the sewer charges for the Sea Ranch Club Condos (SRCC) ranging from 39% to 75%. The subsidy by the Town for all SRCC last fiscal year is captured in a schedule entitled "Condo Rate Payment" (Attachment D) done by the Town's Finance Department. The subsidy in Fiscal Year 08/09 was \$122,787.49. In Fiscal Year 09/10 through March 2010 the subsidy is \$78,354.98.

The consequence of paying the Pompano rate and only charging the condos the Lauderdale-By-The-Sea rate is a significant subsidy by the Town residents of the Sea Ranch Club Condo residents. Additionally, the Town residents south of Pine are also not paying the full amount under current LBTS rates.

The 1997 Town Commission direction was "...to take necessary action to reduce the condominium resident's sewer bills to a rate charged by the City of Pompano Beach to Town residents." This concession was predicated on a plan to deal with the equity issue during future negotiations with Pompano Beach to include the Sea Ranch Club Condos in the Master Sewer agreement and therefore did not include a termination date.

WASTEWATER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of November 2007, by and between the CITY OF POMPANO BEACH, Florida, a municipal corporation of the State of Florida, hereinafter called "City" and the TOWN OF LAUDERDALE-BY-THE-SEA, a municipal corporation of the State of Florida, hereinafter referred to as the "Town";

WITNESSETH:

WHEREAS, the City and the Town previously entered into a 40 year Sewer Service Agreement dated July 14, 1966 through July 13, 2006, which supplied the Town with a method for disposing of sanitary wastewater collected through a wastewater disposal system, which included two Lift Stations; LS #12 (formerly #21) presently located at 251 N. Pompano Beach Boulevard, Pompano Beach and LS #24 (formerly LBTS Master) presently located at 4413 Seagrape Drive in Lauderdale-by-the-Sea; and

WHEREAS, the City furnished said wastewater collection and disposal system, including a capacity to accommodate the needs and requirements of the Town; and

WHEREAS, the City and the Town are desirous of continuing the agreement which has been extended by the City and Town to provide an adequate time period to enact a new, long-term agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and by the parties hereto to be kept and performed, it is agreed as follows:

1. The City does hereby agree to allow the Town to remain connected by force main and other required appurtenances thereto, to Master Lift Station #12 and the Town agrees that during the term of this Agreement it shall use the City's sanitary wastewater facilities for the

disposal of all wastewater from the Town. Transmission and delivery of all of the City's wastewater, together with that of the Town, is to the Broward County Treatment Facility. Should said force main not contain sufficient capacity to accommodate future connections from potential customers in the Town, the Town shall be responsible for any and all costs to upgrade the force main.

2. Any facilities required to be constructed hereby by the Town, shall be subject to approval by the City's Engineer and Utilities Department and shall be subject to and in accord with the City's present and future ordinances, including City permits and inspection fees which the Town shall procure and pay for, and shall be in accord with usual City specifications. Said facilities shall be constructed only upon property dedicated to the public use; and in the event the City deems it necessary to acquire an easement or other interest in the property within which it is proposed to construct said facilities, such easement or other interest shall be acquired and paid for by the Town; and, further, if the same be located outside the present municipal limits of the Town, such easement or other interest in property shall be conveyed by Town to City by an appropriate instrument of conveyance. Town shall provide City with full and free access to the lift stations addressed in this Agreement to render services thereon, and will otherwise provide a safe workplace for City's employees to, from and within all lift stations.

3. The Town shall maintain adequate wastewater pumps, grinding equipment and chemical feeding equipment in the Town's Master Lift Station #24 to pump the wastewater into the treatment facilities of the City's Master Lift Station #12. All grinding, metering, chemical feeding and pumping equipment shall be maintained and kept operational so as to feed sufficient chemicals therein to reduce septicity in the wastewater reaching the Master Lift Station of the City to the standard required by the Utilities Department. No industrial wastes shall be put into the Town's collection system or the force main by either the Town or any use of the Town's

collection system, as defined in the City's Code of Ordinance and the Large User Agreement with Broward County. Personnel of the City shall be provided free access to the pumping station of the Town to determine that the requirements hereof are being met on a continuing basis.

4. The City shall establish rates to be charged to the Town by the City for the services provided. The methodology for these services are detailed on Schedule A, attached hereto. The Town shall be billed monthly, said bills shall be payable within fifteen (15) days of the date thereof. Adjustment to the above methodology will occur annually, as set forth in Chapter 50, "Water," of the City's Code of Ordinances.

5. In addition to an availability charge, the Town shall pay to the City a charge per thousand gallons based on the amount of sewage the Town delivers to the City's wastewater system, which charge shall include the Town's proportionate share of the operating and maintenance cost of the City's transmission facilities, a surcharge which shall represent payment in lieu of taxes to the City, and the cost of treatment of the Town's sewage, which cost shall be the same as that charged the City by Broward County. The charges per thousand gallons established shall apply from zero to 1.25 million gallons of wastewater per day. The charge shall be doubled for all wastewater in excess of 1.25 million gallons per day and shall be based on each single day's wastewater quantity. The maximum capacity required to be provided for hereunder by the City to the Town shall not exceed one million five hundred thousand gallons per day.

6. The term of this Agreement shall be fifteen (15) years, with option for renewal every five (5) years. The Renewal option is considered to be automatically in effect unless either party notifies the other in writing of their intention to not renew said Agreement, sixty (60) days prior to its expiration date.

7. The Town and each and every user of the collection system shall be subject to the same provision, penalties, rules and regulations as regular City users are, and the use thereof shall be subject to all applicable ordinances which now exist or which may subsequently be enacted, all such ordinances being incorporated herein by reference and made a part of this Agreement. Any violation of such provisions, rules, regulations or ordinance by the Town or any users of the Town's collection system as aforesaid shall constitute a breach of this Agreement and shall be grounds for cancellation of same by the City; provided, however, that the City shall notify the Town in writing of any such violation and the Town shall have thirty (30) days from the date of such notification to cease or cause to be ceased any such violation. The Town covenants and agrees that it will adopt its own rules, regulations and ordinances as the same may be required to insure the compliance with the provisions of this paragraph by the users of its collection system.

8. The Town agrees that for any construction required it will procure and pay for all necessary permits, inspection fees, and other costs normally and usually charge by the City, in addition to such similar costs and charges as may be required by Broward County. This also applies to renovation of existing structures or connections where the size of the domestic water connection increases by 1" or more, as this will place an added demand on the wastewater system. Regulations by Broward County or the Florida DEP, would supersede this sizing requirement.

9. The Town agrees that it will not connect nor allow any connection to any portion of its wastewater collection system constructed within its present municipal limits by any such properties, persons, buildings or structures outside of such municipal limits without prior permission and approval of the City and any revenue derived from any such connection shall

belong to and be the property of the City without any payment of any kind whatsoever to the Town.

10. Any temporary cessation of disposal of wastewater caused by an Act of God, fire, strike, casualty, necessary maintenance work, break-down of or injury to machinery, pumps or pipe, lines, civil or military authority, insurrection or riot, shall not constitute a breach of this Agreement on the part of the City and the City shall not be liable to the Town or its residents for any damage resulting from such cessation of disposal. In the event of a catastrophic event, City shall make every reasonable effort to keep Town on line. Town shall pay all related time and material expenses incurred as a result of this effort.

11. This Agreement shall be binding upon the successors and assigns of the parties hereto and may be enforced by an action in equity for specific performance of the terms and conditions hereof insofar as the same require the performance of acts other than the payment of money.

12. Any notice required to be given hereunder shall be considered to have been properly given if the same has been sent in writing, by certified or registered mail, to:

City Manager
City of Pompano Beach
Post Office Box 1300
Pompano Beach, FL 33061

Mayor/Town Manager
Town of Lauderdale-by-the-Sea
4501 Ocean Drive
Lauderdale-by-the-Sea, FL 33308

13. The Town agrees that upon the expiration of its present Agreement with the City of Fort Lauderdale it will purchase water from the City of Pompano Beach if it determines such purchase will be economically advantageous to it and if it determines the quality of the water offered by the City is equal to or better than the water provided by the City of Fort Lauderdale.

14. The Town agrees to indemnify, hold and save harmless the City from any judgments and costs and expenses to the City incurred by it in any litigation to which it may become a party, as either plaintiff or defendant, which said costs and expenses shall include reasonable attorneys' fees in both the trial court and any appellate court to which the matter may be appealed, resulting from the effects of the improper introduction by the Town or any users for the Town's collection system into the City's Wastewater collections system or any portion or part thereof of any solid liquid, gas or other effluent, which may cause damage either within or without the City's Wastewater collection system, and appurtenances thereto, including, but not limited, to fish kills, undesirable floating matter and explosions.

15. City shall furnish all maintenance labor, services, tools, and materials to regularly and systematically examine, clean, lubricate, adjust equipment and monitor telemetry data at the following two Lauderdale-by-the-Sea lift stations:

Lift Station #24 – presently located at Hibiscus Avenue/Commercial Blvd.

Lift Station #25 – presently located at Hibiscus Avenue/Allenwood Drive

City is responsible to make only those adjustments and repairs which are necessary due to ordinary wear and tear. City is not obligated to make adjustments, repairs or replacements necessitated by any other cause, including, but not limited to, accidents, vandalism or misuses of the equipment. Cost of this maintenance service is factored into Section 4. City specifically exempts from this service the calibration, repair and replacement of flow meters and SCADA system. City shall perform repairs on the two lift stations upon the Town's request. City will assume no responsibility for the expense and labor for repairs and replacement parts, electrical power, or for maintenance and repair of the two lift station structures. This work will be performed and billed on a time and materials basis and paid in accordance with the City ordinances. City will perform all maintenance work during regular work hours, 7:00 AM to 3:30

PM, on regular working days, Monday through Friday. Should the Town request examinations, cleaning, lubrication, adjustments, repairs replacements or emergency services at other times, the Town will compensate the City for any overtime expenses incurred. City will not be responsible for any loss, damage, detention or delay caused by labor disputes, fire, explosion, theft, earthquake, severe or unusual weather conditions, shortage of material, unavailability of material from usual sources, embargo, mischievous mischief, war, acts of God, wastewater spills or discharges resulting from infrastructures not associated with the two lift stations or any other cause beyond City's reasonable control and duties set forth herein. This Section of the Agreement may be terminated at any time without cause by either party, upon sixty (60) days written notice to the other party.

16. The City shall make staff available to the Town, whenever possible, to address wastewater emergencies. The Town recognizes that the City's first obligation is to serve the City's Utilities system. Staff will only be made available if the City system is not in distress. Such assistance will be provided under the general direction of the Town, who will have ultimate responsibility for utilities in the area. The City will be compensated for staff's actual expense for labor and benefits. Vehicles will be charged at the most recent FEMA rate. An additional 25% for services outside of City limits will be added. The total charge will be included in the Town's monthly invoice.

17. The parties shall defend and indemnify each other, to the extent allowed by law, and save each other harmless from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Agreement caused by any action, neglect, erosion or mission of the other party relating to bodily injury, loss of life or damage to property sustained in, about, or upon the two lift stations or the improvements placed thereon, and to indemnify each other to the extent allowed by law, from claims resulting from any negligent acts of the

other party during the term of this Agreement, the parties further agree to indemnify and save each other harmless to the extent allowed by law, from and against all costs, attorney's fees, expenses and liabilities incurred in and about any such claim, investigation thereof, or the defense of any judgment or decrees, which may be entered therein as a result of the foregoing.

18. Any modification of the terms of this Agreement shall be in writing and upon approval of both Town and City utilizing the procedures necessary to authorize said modification pursuant to the requirements of each municipality, which shall be equal in dignity to the procedures utilized for approval of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their corporate seals the day and year first above written.

"TOWN":

ATTEST:

TOWN OF LAUDERDALE-BY-THE-SEA

June White
Town Clerk

By: Oliver Parker
Mayor Oliver Parker

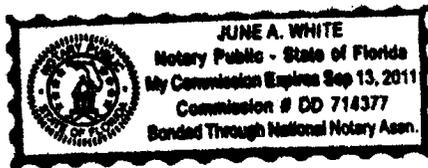
APPROVED as to form:

James A. Cherof
for JAMES A. CHEROF, Town Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13th day of November, 2007 by Oliver Parker, as Mayor of the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



June A. White
NOTARY PUBLIC, STATE OF FLORIDA
JUNE A. WHITE
(Name of Acknowledger Typed, Printed or Stamped)
DD 714377
Commission Number

"CITY":

CITY OF POMPANO BEACH

Witnesses:

[Signature]
Signature of Witness

Carol Cantu
Print Name of Witness

[Signature]
Signature of Witness

Shelley R. Bartholomew
Print Name of Witness

By: [Signature]
Lamar Fisher, Mayor

By: [Signature]
Keith Chadwell, City Manager

Attest:

[Signature]
Mary L. Chambers, City Clerk

(SEAL)

Approved As To Form By:

[Signature]
Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

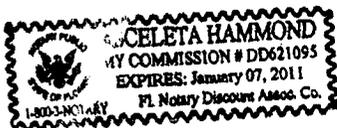
The foregoing instrument was acknowledged before me this 17th day of December, 2007 by Lamar Fisher as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

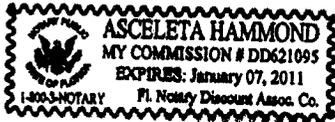
Commission Number



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of December, 2007 by Keith Chadwell, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

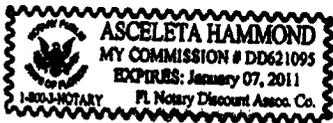
Asceletha Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of December, 2007 by Mary L. Chambers as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

MEB/jrm
7/2/07 (2007-1584
l:agr/utility/wastewater service agreement

SCHEDULE A

The following terms used in this Schedule are defined as follows:

- Availability Charge – represents debt service costs for Lift Station #12 and the A1A Force Main allocated to LBS.
- Wastewater Treatment Charge – represents a) the volumetric rate charged by Broward County for wastewater treatment at the Regional Wastewater Treatment Plant; b) a Reserved Capacity Charge to recover debt service costs for the regional plant; and c) a Broward County True-Up Charge to make adjustments for the over- or under-recovery of cost paid to Broward County in the previous year.
- Lift Station #12 O&M Charge – represents costs associated with the operation and maintenance of Lift Station #12 (“LS12”), including electrical, chemical, pumping and general and administrative expenses incurred for the operation of LS12. This cost component also includes a 25% surcharge.
- True-Up Amount – represents an adjustment between the City and LBS calculated based on the actual revenues received from LBS compared to the actual costs incurred from the prior year.

SCHEDULE A

Calculation Methodology for LBS Wholesale Wastewater Treatment Rate

I. Fixed Charge Components – Annual Cost

Availability Charge:

Lift Station #12 (1)	\$ 17,922.57
AIA Force Main (2)	16,942.25
Broward County Reserved Capacity Charge (3)	155,582.70
Broward County True-Up Charge (prior year) (4)	
LBS True-up from Prior Year (5)	
Subtotal: Fixed Annual Charge	\$

CALCULATED MONTHLY CHARGE

II. Volumetric Charge Components – Annual Cost

Lift Station #12 Costs:

Electrical (6)	\$
Chemical (7)	
Personnel – WW Pumping (8)	
Other WW Pumping (9)	
Administrative/General Expense (10)	
	\$
Plus 25% Surcharge	
Subtotal: LS #12 Costs	\$

Estimated Flow (based on 3 year average) (in kgal)

LS #12 Volumetric Rate (\$/kgal) (11)	\$
Broward County Rate	\$
Plus IR&R Charge	
Subtotal: Broward County Rate (12)	\$

TOTAL VOLUMETRIC RATE (per 1,000 gal)

Total Annual Cost	\$
Total Monthly Cost	\$
Total Annual Cost converted to a Volumetric Rate	\$

SCHEDULE A

- (1) Calculated based on construction costs of \$964,820 amortized at approximately 4.11% over 20 years to generate annual payment amounts of \$71,690.28. Of this amount, 25% is allocated to LBS, per the contract, based on 1.5 MGD of capacity allocated to LBS out of a total capacity at the pump station of 6.0 MGD. The interest rate is consistent with the 1993 Bonds used to finance the project.
- (2) Calculated based on a total project cost of \$542,331, of which 50% is allocated to LBS per contract. The payment stream is based on an amortization of cost at 4.65% over 30 years.
- (3) This charge is based on the fixed charge for wastewater treatment debt service, including an IR&R factor (presently 2.5%), charged by Broward County. This charge is currently \$10,372.18 per month per MGD of reserved capacity. LBS is allocated 1.25 MGD of Pompano's available reserved capacity.
- (4) This is the amount of LBS's share of the true-up charge calculated by Broward County in each year. LBS's share is determined by multiplying the total true-up amount for Pompano Beach by the percentage determined by dividing LBS's metered flows by the total flows delivered by Pompano Beach to Broward County from 2 years prior. For FY 2007, the total true-up charge was \$5078.27, which was multiplied by 4.18% based on FY 2005 flows. It is not possible to forecast the magnitude of any true-up amounts in future years.
- (5) This is the amount determined by comparing actual revenues received from LBS with actual costs incurred for the prior year. The LBS true-up would only address costs recovered from the volumetric charge components for the LS#12 costs. It is not possible to forecast the magnitude of any true-up amounts in future years.
- (6) LBS's share of Electrical costs for LS#12 is calculated for each budget year by taking the budgeted amount for Total Pumping Electrical costs and multiplying by the percentage derived by dividing the most recent prior year's actual electrical costs for LS#12 by the actual Total Pumping Electrical costs for that year.
- (7) LBS's share of Chemical costs for LS#12 is calculated for each budget year by multiplying the budgeted amount for Total Chemical costs by LBS's share of total flows at LS#12 based on a three-year average of total flows and LBS flows.
- (8) LBS's share of Personnel Pumping costs for LS#12 is calculated for each budget year by multiplying the sum of the budgeted amounts for Pumping Personnel and Pumping Internal Services by the same percentage used for electrical costs.
- (9) LBS's share of Other Pumping costs for LS#12 is calculated for each budget year by multiplying the budgeted amounts for Other Pumping costs by the same flow based percentage factor used for chemical costs.
- (10) LBS's share of Administration and General Expenses for LS#12 is calculated for each budget year by multiplying the sum of the budgeted amounts for Sewer Administration and General Plant Expenses by three factors: (a) the ratio of pumping expenses to the sum of pumping expenses and transmission expenses; (b) the ratio of LS#12 flows to total flow delivered to Broward Co. for treatment; and by (c) the ratio of LBS flows to total LS#12 flows. The net effect of the three factors is a composite factor.
- (11) Calculated by dividing the subtotal for LS#12 costs, including a 25% surcharge, by the estimated flows for LBS based on the three-year average.
- (12) The Broward County Rate for wastewater treatment is treated as a pass-through cost to LBS based on the billable flows delivered and metered each month.

EXAMPLE: FOR COMPARISON PURPOSES ONLY – this page will not be included in the Agreement.

Calculated and Projected Wholesale Rate for Lauderdale-by-the-Sea Summary

	Notes	Fiscal Year		
		2007	2008	2009
I. Fixed Charge Components - Annual Cost				
Availability Charge				
Lift Station #12	(1)	\$ 17,922.57	\$ 17,922.57	\$ 17,922.57
A1A Force Main	(2)	16,942.25	16,942.25	16,942.25
Broward County Reserved Capacity Charge	(3)	155,582.70	155,582.70	155,582.70
Broward County True-Up Charge (prior year)	(4)	212.12	TBD	TBD
LBS True-up from Prior Year	(5)	12,783.31	TBD	TBD
Subtotal: Fixed Annual Charges		\$ 203,442.95	\$ 190,447.52	\$ 190,447.52
Calculated Monthly Charges		\$ 16,953.58	\$ 15,870.63	\$ 15,870.63

II. Volumetric Charge Components - Annual Cost

Lift Station #12 Costs:

LS#12 Electrical	(6)	\$ 13,241.29	\$ 14,416.46	\$ 14,921.03
LS#12 Chemical	(7)	40,893.06	44,522.31	46,080.59
LS#12 Personnel Pumping	(8)	41,461.85	45,458.10	47,381.35
LS#12 Other Pumping -	(9)	7,270.92	7,777.45	8,049.66
LS#12 Admin. & General Expense	(10)	26,026.41	27,834.94	28,804.63
		\$ 128,893.54	\$ 140,009.26	\$ 145,237.26
Plus 25% Surcharge		32,223.38	35,002.31	36,309.32
Subtotal: LS# 12 Costs		\$ 161,116.92	\$ 175,011.57	\$ 181,546.58
Estimated Flow (based on 3-year average)	(in kgal)	220,444	207,811	207,811
LS#21 Volumetric Rate (\$/kgal)	(11)	\$ 0.731	\$ 0.842	\$ 0.874
Broward County Rate		\$ 0.689	\$ 0.689	\$ 0.689
Plus: IR&R Charge of 2.5%		\$ 0.017	\$ 0.017	\$ 0.017
Subtotal: Broward County Rate (\$/kgal)	(12)	\$ 0.706	\$ 0.706	\$ 0.706
Total Volumetric Rate per 1,000 gallons		\$ 1.437	\$ 1.548	\$ 1.580

Total Projected Annual Cost	\$ 520,242.93	\$ 512,220.41	\$ 518,755.42
Total Projected Monthly Cost	\$ 43,353.58	\$ 42,685.03	\$ 43,229.62
Total Annual Cost converted to a Volumetric Rate (For comparison purposes only.)	\$ 2.360	\$ 2.465	\$ 2.496

TOWN OF LAUDERDALE-BY-THE-SEA

SPECIAL COMMISSION MEETING

MINUTES

MONDAY, FEBRUARY 3, 1997

**12:00 P.M.
NOON**

I. Call To Order, Mayor Thomas D. McKane, III

II. Pledge of Allegiance to the Flag

III. Old Business

None

IV. New Business

A. Request for Commission direction on points of negotiation for the Annexation Proposal (Town Manager Baldwin)

Mayor McKane brought the meeting to order at 12:05 p.m. with Vice-Mayor Parker, Commissioner Pollock, Commissioner Fontaine and Commissioner Yanni present. Town Manager Baldwin and Town Attorney Cherof were also in attendance.

Town Manager Baldwin reported to the Commission originally he had planned to discuss this item at the last Commission Meeting. Mr. Baldwin stated he has been giving presentations to the residents of the four Sea Ranch Condominiums.

Mr. Baldwin told the Commission he attended the meeting of the Annexation Committee of the Broward County Legislative Delegation on January 15, 1997. At that meeting, the Committee approved unanimously the Town's bill to annex the four condominiums and to present it to the full Delegation. Mr. Baldwin added, the Chairman of the Delegation indicated he would like the Town to negotiate the terms of the annexation with the residents of the condominiums prior to the final Delegation hearing.

Mr. Baldwin stated two people spoke in favor of the annexation from the condominiums. One of the residents thought the Town could negotiate better terms.

Mr. Baldwin told the Commission they were concerned with the following items:

- Protection of zoning and quality of life - the Condominiums are concerned with zoning and height restrictions. They fear if a hurricane demolished their building, certain zoning and height restrictions would prohibit them from rebuilding. Mr. Baldwin told the Commission the Condominiums would like their current zoning protected.
- Indemnification from any litigation arising from the annexation - Mr. Baldwin explained residents of the condominiums are concerned they would need indemnification from any litigation arising from the annexation because of language in the Pompano Sewer Agreements.
- The affect on the condominiums water rates - Mr. Baldwin told the Commission they were concerned with the water rates, but his understanding is they have the same rates as Town residents, so there would be no change.
- The affect on the condominiums sewer rates - Mr. Baldwin stated the City of Pompano Beach has indicated they would not be willing to renegotiate the sewer agreements with the condominiums and bring them into the Town's master sewer agreement. Mr. Baldwin commented this information was obtained by word of mouth, and he is not sure what would actually happen. He added, he thought the Commission would be amenable to coming up with an aggregate sewer rate, in case the condominiums could not be included in the Town's master sewer agreement.
- The affect on the condominiums garbage service - Town Manager Baldwin told the Commission, currently, Southern Sanitation provide garbage removal service. He said they can continue to use Southern Sanitation until the annexation takes place or until their contract expires.

Mr. Baldwin told the Commission he would need direction on these items. He told the Commission he had a meeting scheduled with the Condominiums two Saturday's ago to go over these items, but they canceled the meeting on the Thursday before. Additionally, Mr. Baldwin said he had received a letter from the condominiums inviting him and the City of Fort Lauderdale to a meeting on Monday, January 27, 1997. Mr. Baldwin stated the Mayor and he attended the meeting. At that meeting there was approximately thirty people who indicated they would like to delay the bill.

Mayor McKane added that they had established an annexation committee to represent the three condominiums. Mayor McKane stated the gentlemen who established and was chairman of the annexation committee, was someone who had attended all of the Town's annexation presentations. He told the Commission the condominiums would be going before the Delegation and request the annexation bill be tabled until they had more time to look it over.

Mayor McKane stated at that point he told them he would be in favor of tabling the bill, but he was only speaking for himself. Mayor McKane said he told them he would make their feelings known to the Commission. He added that more information has emerged, that the City of Fort Lauderdale is actively soliciting the condominiums.

Mayor McKane told the Commission he told the condominiums if it is the consensus of the property owner to delay the bill, he would be in favor of doing so because he does not support forced annexation. He questioned whether that is what everyone in those buildings wants. Mayor McKane stated one of the members of the board told him his building was in favor of the annexation.

Mayor McKane stated he believes Fort Lauderdale has created much of this havoc. He told the Commission Mr. Hanbury has told the Town the City of Fort Lauderdale is not interested in the four condominiums, even though he has had members of his administration attend meetings with the condominiums.

Mayor McKane told the Commission he will actively seek the support of Sea Ranch Lakes to insure Fort Lauderdale does not annex the four condominiums.

Commissioner Pollock stated the Town could possibly lower its millage rate to 3.5000 if the condominiums were to become part of the Town, whereas the other municipalities could not. He said it was also his understanding that the majority of unit owners in the condominiums are not registered voters, and questioned whether you could get an accurate representation from a vote. He said that is why the Town had discussions with the condo associations.

Commissioner Pollock told the Commission he feels the Town should proceed on the same path.

Vice-Mayor Parker stated he disagreed with the Mayor on tabling the bill. He explained the Town is the logical choice of municipality to be annexed into. Vice-Mayor Parker said the Town would benefit them the most. He said the Town's Police Department has a two minute response time, whereas Fort Lauderdale has a twenty minute response time for police protection.

Vice-Mayor Parker stated with the condominiums the Town could reduce its millage rate to 3.6 or 3.5 which means in effect there is no net tax increase for the residents of the condominiums. He said the condo boards teamed together and recommended annexation, and indicated they were for it, however something has happened. Vice-Mayor Parker's told the Commission it appears the City of Fort Lauderdale is behind the recent problems.

Town Manager Baldwin told the Commission the City of Fort Lauderdale indicated to him that they would not pursue annexation of the four condominiums. However, at the meeting the Mayor and he attended, Fort Lauderdale was present and said not only were they interested, but they were desirous of annexing the four condominiums. Mr. Baldwin stated this was contrary to what he had been told originally.

Mr. Baldwin stated he has been dealing in good faith with the condominiums. He told the Commission representatives from the condominiums came to the Town originally, the Town did not go to them. He said the issue has been discussed with them and he has given several presentations. Mr. Baldwin told the Commission at his second meeting with the Sea Ranch Club, there was over one hundred people present. They appeared to be in favor of annexation. He added that the Town has not received any

phone call against it, and the only calls the Town has gotten were in favor of the annexation.

Mr. Baldwin told the Commission, the fourth condominium, Sea Ranch Lakes Condominium, seemed in favor of it.

Vice-Mayor Parker stated it would be a win-win situation for both the Town and the condominiums. He said the Town cannot afford to study this forever, and to delay the bill at this point would mean a delay of fourteen months.

Vice-Mayor Parker stated he understands it is the opinion of the Town's legislative consultant not to table the bill. He said he thinks that is the position the Town should take, but also have a fall back position, if necessary, to push the bill through with a referendum attached. Vice-Mayor Parker stated he did not think it should go to a vote unless it was necessary.

Vice-Mayor Parker asked Town Attorney Cherof if the contract the Town has with the City of Pompano requires them to dispose of the Town of Lauderdale-By-The-Sea wastewater at a particular rate?

Town Attorney Cherof responded that was correct.

Vice-Mayor Parker questioned whether the City of Pompano would be bound to that rate if the four condominiums came into the Town.

Town Attorney Cherof stated it would appear so, except there is another contract that the City of Pompano has with the four condominiums which predates the one with the Town and requires those four condo's to pay a surcharge to the City of Pompano.

Vice-Mayor Parker asked Town Attorney Cherof if the contracts he referenced have a lifespan?

Town Attorney Cherof responded that they do have fixed terms.

Vice-Mayor Parker asked what the terms were.

Town Attorney Cherof told Vice-Mayor Parker he did not have either one of them with him, but the terms were long term.

Vice-Mayor Parker asked if the contract with the Town would take precedent over the contract with the condominiums?

Town Attorney Cherof responded that it would seem to take precedent, but the only way the Town would find out the answer to that question would be through a court proceeding.

Vice-Mayor Parker asked if that would be a declaratory judgment action.

Town Attorney Cherof responded that was correct.

Vice-Mayor Parker commented it would not be terribly expensive.

Town Attorney agreed.

Vice-Mayor Parker asked if the Town would be exposed to any litigation if the Commission agreed to the Town Manager's suggestion of paying a blended sewer rate temporarily, or subsidizing their rate to bring it down to the rate of the Town during litigation of the contract issue.

Town Attorney Cherof replied that he did not think the Town would be. He said the nature the Legislatures deals with these issues would resolve an issue of this type. Mr. Cherof added they have the power through special act to anticipate problems that would arise through annexation and resolve them in the process.

Town Attorney Cherof said it would seem to him that a court would be persuaded if the State Legislature decided these four condominiums were to be in the Town of Lauderdale-By-The-Sea that decision would bear greater weight over an old sewer contract where another municipality was charging a surcharge.

Vice-Mayor Parker told the Commission he thought the Town should continue with the bill.

Vice-Mayor moved to continue with the annexation as is.

The motion was seconded by Commissioner Yanni.

Commissioner Fontaine told the Commission he is in favor of continuing with the bill. He said he has talked with residents of the condominiums and they have indicated they were in favor of it.

Commissioner Fontaine said Fort Lauderdale has only confused the issue and it is his feeling that the Town proceed with the bill. He added that if the delegation decides there should be a referendum, the Town should abide by their decision and put it to a vote. Commissioner Fontaine said he did not think the Town should stop the bill now for a select group of people. He stated he is against forcing annexation but he does not feel the Town is doing that to the residents of the condominiums.

Vice-Mayor Parker clarified his motion that it was to continue with the bill as filed without requiring a vote, but if it becomes necessary to have a vote, the Town have a fall back position to agree and put the question to referendum.

Town Manager Baldwin told the Commission this annexation proposal has always been above board, nothing unethical has been done. He said the condominiums would agree and never accuse the Town of doing anything that was not up front. He said he believes there is a group of people who support the annexation, a group that does not, and even a larger group who are undecided. Town Manager Baldwin asked the Commission if they could frame the motion in such a manner so that the bill would

continue as suggested by the Vice-Mayor, and leave it up to the Delegation as to whether it goes to a referendum.

Vice-Mayor Parker stated his motion was to instruct the Town's legislative consultant to continue with the bill as written without a referendum attached to it unless it becomes necessary.

Town Manager Baldwin stated the Broward County Legislative Delegation has asked for an expression from the Commission as to how they want to proceed with the bill. Mr. Baldwin added the Condominiums have also asked for an expression from the Commission.

Vice-Mayor Parker stated he thought the Commission should proceed with the bill as is.

Town Manager Baldwin stated it is really up to the Delegation to decide how the annexation occurs.

Commissioner Fontaine stated the Commission needs to give the Town Manager and legislative consultant a vote of confidence on the original plan.

Town Manager Baldwin told the Commission, Mr. Penta, Chairman of the Annexation Committee for the Sea Ranch Clubs had indicated to him that if the Town proceeded with the bill they would oppose it as opposed to delaying the bill. He added the other people there said they would be in favor of a referendum.

Mayor McKane asked the Clerk to call the question. The motion made by Vice-Mayor Parker and seconded by Commissioner Yanni passed unanimously.

Town Manager Baldwin asked the Commission if they would address the points outlined in his memorandum.

Town Manager Baldwin asked if the Commission would be inclined to attach something to the bill to insure that their zoning would be protected.

It was the consensus of the Commission to attach a stipulation to the bill that would protect the zoning of the four condominiums.

Town Manager asked Town Attorney Cherof to address the indemnification issue.

Town Attorney Cherof told the Commission as he understands it, some of people in the condos have asked the Town to indemnify them if they are sued as a result of the annexation.

Vice-Mayor Parker pointed out if the Florida Legislature makes them part of the Town without a vote there would be no grounds for anyone to sue them.

Town Attorney Cherof told the Commission his recommendation is not to indemnify the condominiums because there is no need to do so. He added it is too broad of a

statement to make. He said it would be different if the Commission authorized him to file a lawsuit for declaratory judgment.

Town Manager asked if the Town would defend them if they were to become citizens of the Town.

Vice-Mayor Parker stated he would move if in the event a lawsuit is brought the Town would intervene to defend, but the Town would not indemnify.

Town Attorney Cherof stated the Commission should indicate they are not going to indemnify at this time, but you are prepared to take all action necessary to intervene in a lawsuit arising from the annexation.

It was the consensus of the Commission to follow the recommendation of Town Attorney Cherof regarding indemnification of the condominiums.

Town Manager Baldwin asked the Commission that in the event the condominiums cannot be brought into the Town's Master sewer agreement would they be willing to have an aggregate sewer rate to distribute the sewer costs.

Vice-Mayor Parker stated if the Annexation were to go through the Commission should authorize the Town Attorney to file a declaratory judgment action to bring them under our sewer rate. Vice-Mayor Parker said only if the judgment failed should the Commission authorize an aggregate sewer rate.

Vice-Mayor Parker asked Town Attorney Cherof if it would hurt the Town's position if they went on record stating they would be willing to create an aggregate sewer rate.

Town Attorney Cherof responded he was not sure why the Town would need to make a decision on the aggregate sewer rate now.

Town Manager Baldwin replied the condominiums are concerned they would have a higher sewer rate than the other Town residents.

Vice-Mayor Parker stated the Town's response should be the Town will file a lawsuit, a declaratory judgment action to bring the condominiums into the Town's contract with the City of Pompano beach. He said they will then fall under the Town's contract rate for wastewater disposal.

Vice-Mayor Parker told the Commission if the Commission went on record in advance and say the Town would be willing to have an aggregate rate it would weaken the Town's position in court. He said it would indicate a willingness on the Town's part to renegotiate the sewer rate.

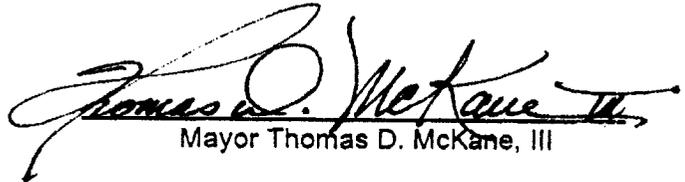
Town Manager Baldwin stated he believed it was the consensus of the Commission that if this annexation took place there would be some type of reduction of the millage rate. He said that is essentially based on the revenue projections he had.

Town Manager Baldwin told the Commission the Police Chief has prepared a proposal for hiring two new police officers. He stated they would add one new shift, a beach patrol.

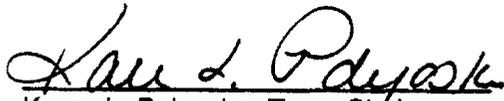
Mr. Baldwin told the Commission the Chief is proposing to add to the buoy enforcement by buying a zodiac watercraft. He said he wanted to make sure the Commission is amenable to somekind of increase in police service in the beach area in the event the condominiums thought that was desirable.

It was the consensus of the Commission to increase police service in the beach area if it was desirous of the condominiums.

With no further business the meeting adjourned at 1:50 p.m.


Mayor Thomas D. McKane, III

ATTEST:


Karen L. Polyasko, Town Clerk

Attachment C



Town of
LAUDERDALE-BY-THE-SEA

4501 Ocean Drive, Lauderdale-by-the-Sea, Florida 33308-3610
Telephone: (954) 776-0576 • Fax: (954) 776-1857

OFFICE OF THE
TOWN MANAGER

February 4, 1997

Mr. J. B. Thompson, Director
Sea Ranch Lakes Condominiums
5100 N. Ocean Blvd.
Fort Lauderdale, FL 33308

N.B. Penta to S.P. Clark Condoms

J.P. 6/1/2010

Dear Mr. Thompson:

The Town Commission met yesterday afternoon, February 4, 1997, to discuss our proposed annexation of the Sea Ranch Condominiums. The Commission approved several items, as follows:

1. Supported an amendment to the annexation bill, protecting the zoning and quality of life of the condominiums. The Commission committed that the current zoning and land use of the condominiums would be maintained.
2. Agreed to defend the condominiums in the unlikely event of litigation resulting from the annexation.
3. Agreed to take necessary action to reduce the condominium resident's sewer bills to a rate charged by the City of Pompano Beach to Town residents.
4. Agreed to reduce property taxes following annexation.
5. Agreed to add an additional 8-hour, 7 days-per-week, police shift to increase patrols on the beach. This would include hiring two additional officers, and buying an additional watercraft to better enforce our buoy project, keeping boats off the condos beaches. (cost: \$115,000)

The Commission decided to direct the Administration to proceed with the annexation bill as originally filed; however, if it is necessary for the bill to be put to a referendum, the administration should take appropriate action to accomplish that, supporting a vote of your electorate. The Commission felt the Town had stepped forward to support the Delegation's annexation policy, and that they should accept the Delegation's decision.

I can assure you that annexation into Lauderdale-by-the-Sea is in the best interest of your residents and the Town. However, Mr. Penta had indicated the Condos would oppose the bill if it were not delayed. A referendum set for a future date would delay the bill; however, if the Condominiums are not in favor of a referendum, then I presume your choice may be to kill the annexation bill. Regardless, please be assured that we approached this in a spirit of cooperation, and will continue to do so. If the condos do not come into the Town, we will continue to strive to be your good neighbors.

If I can be of further assistance, please do not hesitate to call.

Sincerely,

Robert Balowin
Town Manager

Town Of Lauderdale By The Sea

City of Pompano Beach
CONDO RATE FLOW

Ck # Usage New Rate Usage Charge Availability Charge Total Paid

October 01, 2008 - September 30, 2009

								DIFFERENCE	
Condo A	Oct-08	1764	816	2.8500	2,325.60	3,937.20	6,262.80	3,689.47	2,573.33
123810	Nov-08	1775	1,004	2.8500	2,861.40	3,937.20	6,798.60	3,373.57	3,425.03
	Dec-08	1790	1,347	2.8500	3,838.95	3,937.20	7,776.15	3,717.55	4,058.60
277 units	Jan-09	1798	966	2.8500	2,753.10	3,937.20	6,690.30	4,135.24	2,555.06
\$ 14.4750	Feb-09	1812	1,251	2.8500	3,585.35	3,937.20	7,502.55	5,346.19	2,156.36
	Mar-09	1820	1,342	2.8500	3,824.70	3,937.20	7,761.90	5,086.45	2,675.45
	Apr-09	1837	1,080	2.8500	3,078.00	3,937.20	7,015.20	5,132.08	1,883.12
	May-09	1848	803	2.8500	2,288.55	3,937.20	6,225.75	5,549.77	675.98
	Jun-09	1863	902	2.8500	2,570.70	3,937.20	6,507.90	4,939.03	1,568.87
	Jul-09	1875	1,120	2.8500	3,192.00	3,937.20	7,129.20	4,784.59	2,344.61
5100	Aug-09	1888	799	2.8500	2,277.15	3,937.20	6,214.35	3,836.89	2,377.46
N Ocean Blvd	Sep-09	1905	805	2.8500	2,294.25	3,937.20	6,231.45	3,733.00	2,498.45
									0.00
Sub-Total					\$ 34,869.75	\$ 47,246.40	\$ 82,116.15	\$53,323.83	\$28,792.32

Condo B	Oct-08	1761	500	2.8500	1,710.00	2,605.50	4,315.50	2,734.75	1,580.75
123814	Nov-08	1772	660	2.8500	1,881.00	2,605.50	4,486.50	2,815.48	1,671.02
	Dec-08	1788	860	2.8500	2,451.00	2,605.50	5,056.50	3,278.80	1,777.70
188 units	Jan-09	1797	590	2.8500	1,681.50	2,605.50	4,287.00	4,107.16	179.84
\$ 14.4750	Feb-09	1809	740	2.8500	2,109.00	2,605.50	4,714.50	5,079.43	-364.93
	Mar-09	1821	870	2.8500	2,479.50	2,605.50	5,085.00	4,293.19	791.81
	Apr-09	1836	610	2.8500	1,738.50	2,605.50	4,344.00	4,644.19	-300.19
	May-09	1851	490	2.8500	1,396.50	2,605.50	4,002.00	4,159.81	-157.81
	Jun-09	1861	480	2.8500	1,368.00	2,605.50	3,973.50	3,271.78	701.72
	Jul-09	1874	720	2.8500	2,052.00	2,605.50	4,657.50	3,268.27	1,389.23
5000	Aug-09	1886	520	2.8500	1,482.00	2,605.50	4,087.50	3,436.75	650.75
N Ocean Blvd	Sep-09	1901	490	2.8500	1,396.50	2,605.50	4,002.00	3,241.00	761.00
									0.00
Sub-Total					\$ 21,745.50	\$ 31,266.00	\$ 63,011.50	\$44,330.61	\$8,680.89

Condo C	Oct-08	1763	633	2.8500	1,804.05	3,908.25	5,712.30	2,545.21	3,167.09
123816	Nov-08	1774	899	2.8500	2,582.15	3,908.25	6,470.40	2,018.71	4,451.69
	Dec-08	1789	1,294	2.8500	3,687.90	3,908.25	7,596.15	2,313.55	5,282.60
279 units	Jan-09	1799	1,027	2.8500	2,926.95	3,908.25	6,835.20	2,854.09	3,981.11
\$ 14.4750	Feb-09	1811	1,192	2.8500	3,397.20	3,908.25	7,305.45	2,654.02	4,651.43
	Mar-09	1823	1,421	2.8500	4,049.85	3,908.25	7,958.10	2,350.72	5,607.38
	Apr-09	1839	1,190	2.8500	3,391.50	3,908.25	7,299.75	3,919.06	3,380.69
	May-09	1849	868	2.8500	2,473.80	3,908.25	6,382.05	2,555.74	3,826.31
	Jun-09	1862	757	2.8500	2,157.45	3,908.25	6,065.70	1,909.90	4,155.80
	Jul-09	1876	1,232	2.8500	3,511.20	3,908.25	7,419.45	1,945.00	5,474.45
4900	Aug-09	1889	951	2.8500	2,710.35	3,908.25	6,618.60	2,155.60	4,463.00
N Ocean Blvd	Sep-09	1903	637	2.8500	1,815.45	3,908.25	5,723.70	2,290.00	3,433.70
									0.00
Sub-Total					\$ 34,487.85	\$ 46,899.00	\$ 81,386.85	\$29,511.60	\$51,875.25

Condo N	Oct-08	1782	952	2.8500	2,713.20	2,952.90	5,666.10	2,278.44	3,387.66
123812	Nov-08	1773	1,091	2.8500	3,109.35	2,952.90	6,062.25	2,608.40	3,453.85
	Dec-08	1787	1,358	2.8500	3,864.80	2,952.90	6,817.50	2,906.76	3,910.74
284 units	Jan-09	1800	1,107	2.8500	3,154.95	2,952.90	6,107.85	3,588.65	2,541.20
\$ 14.4750	Feb-09	1810	1,387	2.8500	3,952.95	2,952.90	6,905.85	5,388.35	1,517.50
	Mar-09	1822	1,602	2.8500	4,566.70	2,952.90	7,518.80	4,324.80	3,193.80
	Apr-09	1838	1,492	2.8500	4,252.20	2,952.90	7,205.10	4,612.63	2,592.47
	May-09	1850	1,297	2.8500	3,696.45	2,952.90	6,649.35	4,647.66	2,001.69
	Jun-09	1864	1,259	2.8500	3,588.15	2,952.90	6,541.05	3,475.37	3,065.68
	Jul-09	1873	1,209	2.8500	3,445.65	2,952.90	6,398.55	2,899.68	3,498.87
5200	Aug-09	1887	978	2.8500	2,787.30	2,952.90	5,740.20	3,436.72	2,303.48
N Ocean Blvd	Sep-09	1904	1,012	2.8500	2,884.20	2,952.90	5,837.10	3,865.01	1,972.09
									0.00
Sub-Total					\$ 42,014.70	\$ 35,434.80	\$ 77,449.50	\$44,010.47	\$33,439.03

Grand CONDO Rate Flow Total: (FY 07-08) \$ 133,117.80 \$ 160,846.20 \$ 293,964.00 \$ 171,176.51 \$ 122,787.49

Town Of Lauderdale By The Sea

City of Pompano Beach
CONDO RATE FLOW

Ck # Usage New Rate Usage Charge Availability Charge Total Paid

October 01, 2009 - September 30, 2010

								DIFFERENCE				
Condo A	Oct-09	1918	752	2,8500	2,143.20	3,937.20	6,080.40	2,455.00	3,625.40			
123610	Nov-09	1933	961	2,8500	2,738.85	3,937.20	6,676.05	2,548.00	4,128.05			
	Dec-09	1951	921	2,8500	2,624.85	3,937.20	6,562.05	2,545.00	4,017.05			
	Jan-10	1965	1,251	2,8500	3,565.35	3,937.20	7,502.55	3,328.00	4,174.55			
\$ 14,4750	Feb-10	1978	1,395	2,8500	3,975.75	3,937.20	7,912.95	3,811.00	4,101.95			
	Mar-10	2003	1,045	2,8500	2,978.25	3,937.20	6,915.45	3,835.00	3,080.45			
	Apr-10								0.00			
	May-10								0.00			
	Jun-10								0.00			
	Jul-10								0.00			
5100	Aug-10								0.00			
N Ocean Blvd	Sep-10								0.00			
Sub-Total								\$ 18,626.25	\$ 23,623.20	\$ 41,649.45	\$ 18,622.00	\$ 23,127.45

Condo B	Oct-09	1915	500	2,8500	1,425.00	2,605.50	4,030.50	1,585.00	2,445.50			
123614	Nov-09	1930	600	2,8500	1,710.00	2,605.50	4,315.50	1,615.00	2,700.50			
	Dec-09	1948	590	2,8500	1,681.50	2,605.50	4,287.00	1,765.00	2,522.00			
	Jan-10	1962	775	2,8500	2,208.75	2,605.50	4,814.25	2,170.00	2,644.25			
\$ 14,4750	Feb-10	1975	930	2,8500	2,650.50	2,605.50	5,256.00	2,395.00	2,861.00			
	Mar-10	2000	960	2,8500	2,736.00	2,605.50	5,341.50	2,590.00	2,751.50			
	Apr-10								0.00			
	May-10								0.00			
	Jun-10								0.00			
	Jul-10								0.00			
5000	Aug-10								0.00			
N Ocean Blvd	Sep-10								0.00			
Sub-Total								\$ 12,411.75	\$ 15,633.00	\$ 28,044.75	\$ 12,120.00	\$ 15,924.75

Condo C	Oct-09	1917	647	2,8500	1,843.95	3,908.25	5,752.20	2,253.98	3,498.22			
123616	Nov-09	1932	891	2,8500	2,539.35	3,908.25	6,447.60	2,097.98	4,349.64			
	Dec-09	1950	897	2,8500	2,566.45	3,908.25	6,484.70	2,386.01	4,078.69			
	Jan-10	1964	1,032	2,8500	2,941.20	3,908.25	6,849.45	3,045.99	3,803.46			
\$ 14,4750	Feb-10	1977	1,054	2,8500	3,003.90	3,908.25	6,912.15	3,513.97	3,398.18			
	Mar-10	2002	853	2,8500	2,431.05	3,908.25	6,339.30	2,908.01	3,431.29			
	Apr-10								0.00			
	May-10								0.00			
	Jun-10								0.00			
	Jul-10								0.00			
4900	Aug-10								0.00			
N Ocean Blvd	Sep-10								0.00			
Sub-Total								\$ 15,316.90	\$ 23,449.50	\$ 38,765.40	\$ 16,205.92	\$ 22,559.48

Condo N	Oct-09	1916	922	2,8500	2,627.70	2,952.90	5,580.60	3,049.00	2,531.60			
123612	Nov-09	1931	1,109	2,8500	3,160.65	2,952.90	6,113.55	3,031.00	3,082.55			
	Dec-09	1949	982	2,8500	2,798.70	2,952.90	5,751.60	3,127.00	2,624.60			
	Jan-10	1963	1,106	2,8500	3,152.10	2,952.90	6,105.00	3,559.00	2,546.00			
\$ 14,4750	Feb-10	1976	1,279	2,8500	3,645.15	2,952.90	6,598.05	3,442.00	3,156.05			
	Mar-10	2001	1,176	2,8500	3,351.80	2,952.90	6,304.50	3,502.00	2,802.50			
	Apr-10								0.00			
	May-10								0.00			
	Jun-10								0.00			
	Jul-10								0.00			
5200	Aug-10								0.00			
N Ocean Blvd	Sep-10								0.00			
Sub-Total								\$ 18,735.90	\$ 17,717.40	\$ 36,453.30	\$ 19,710.00	\$ 16,743.30

Grand CONDO Rate Flow Total: (FY 09-10)								\$ 64,489.80	\$ 80,423.10	\$ 144,912.90	\$ 66,567.92	\$ 78,364.98
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