

**CITY COUNCIL MEETING
CITY OF ATLANTIS
260 Orange Tree Drive
May 20, 2020
7:00 P.M.**

This meeting will be conducted in person and via teleconference on Webex.com. Because of the current state of emergency due to COVID-19 and under the authority of State of Florida Executive Order 2020-69 as extended by State of Florida Executive Order 2020-112 and 2020-114, a quorum of the City Council can be constituted via Webex.com

See page 2 for attendance and public comment instructions

AGENDA

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Approval of Minutes**
 - a. Organizational Meeting on March 18, 2020
 - b. Council Meeting on March 18, 2020
 - c. Special Council Meeting on May 13, 2020
- 4. Comments from Members of the Public**
- 5. Ordinances and Resolutions**
 - a. **Resolution 20-08** Authorizing the Mayor to Sign an Interlocal Agreement with Palm Beach County for the Continued Use of the County's Communications System
 - b. **Resolution 20-09** Authorizing the Mayor to Sign an Interlocal Cooperation Agreement with Palm Beach County as Part of the Urban Qualification Process
- 6. Informational**
 - a. **Letter from the Palm Beach County League of Cities**
 - b. **Letter from the Palm Beach County Supervisor of Elections**
- 7. City Manager's Report**
- 8. Police Chief's Report**
- 9. Code Compliance Officer's Report**
- 10. City Attorney/League of Cities Report**
- 11. Council Comments**
- 12. Adjourn**

Supplemental Reports:

1. Financial Reports
2. Minutes from other boards and meetings

Note: If a person decides to appeal any decision made by the above City Council with respect to any matter considered at such meeting, he will need a record of the proceedings, and for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Atlantis does not provide such a record.

ADA Notice: The Atlantis Council Chambers is equipped with hearing assistance devices. The City of Atlantis will provide upon request (48-hour notice required), a sign language interpreter for public meetings.

**CITY COUNCIL MEETING
CITY OF ATLANTIS
In person and via teleconference on Webex.com
May 20, 2020
7:00 P.M.**

How to attend this Council Meeting

In person

The City Council will meet in person (HOWEVER, one or more Councilors may participate remotely via Webex) for this meeting. Due to CDC social distancing guidelines, there will be limited seating available in the City Council chambers for the public, which will be available on a first come, first served basis. The City will not provide face coverings; please bring your own.

By telephone

Dial 408-418-9388
Enter Access Code 791 247 718
Phone password: 28285799

On your computer

Email the City Clerk at kpuhalainen@atlantisfl.gov to be added to the attendee list. You will receive an invitation via email with the sign-in instructions.

OR

Go to www.webex.com and click on 'Join' in the upper right hand corner.
Enter access code 791 247 718
Enter password c8AU5swYip7

Comments from Members of the Public

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit comments by noon on meeting day by email to the City Clerk at kpuhalainen@atlantisfl.gov. All comments submitted by email that, if read orally, are three minutes or less shall be read into the record. All comments submitted by email shall be made part of the public record.

CITY OF ATLANTIS
260 ORANGE TREE DRVE
COUNCIL CHAMBERS
CITY COUNCIL ORGANIZATIONAL MEETING
Wednesday, March 18, 2020 7:00 p.m.

MINUTES

Vice Mayor La Coursiere called the meeting to order at 7:00 p.m.

Present were: Vice Mayor Michael LaCoursiere, Councilor Allan Kaulbach, Councilor Keller Lanahan, Councilor Guy Motzer, Councilor Peter Shapiro, City Manager Brian Moree, City Attorney Keith Davis, City Clerk Kristen Puhalainen, Police Chief Robert Mangold, and Public Works Director Steve Mazuk.

Vice Mayor LaCoursiere administered the oath of office to Allan Kaulbach, Keller Lanahan and Peter Shapiro.

Mr. Davis read by title Resolution 20-03 Appointing Certain Officers and employees in accordance with the City of Atlantis charter. There was discussion.

Motion by Council Kaulbach, second by Councilor Lanahan to nominate Michael LaCoursiere as Mayor. There was discussion.

Motion by Councilor Motzer, second by Councilor Shapiro to nominate Michael LaCoursiere as Mayor, Allan Kaulbach as Vice Mayor, and Keller Lanahan as Treasurer. Motion carried 5-0.

By consensus, the position of Deputy Treasurer is eliminated as it is not required in the City Charter.

Motion by Councilor Shapiro, second by Councilor Kaulbach to approve Resolution 20-03 appointing the following: Michael LaCoursiere as Mayor; Allan Kaulbach as Vice Mayor; and Keller Lanahan as Treasurer. Appointed without change are City Manager Brian Moree; City Clerk Kristen Puhalainen; City Attorney Davis and Ashton P.A.; Labor Attorney Torcivia, Donlon, Goddeau & Ansay, P.A.; and Special Magistrate B. Douglas MacGibbon, P.A.; League of Cities Representative Brian Moree and alternates Mayor and Council. Motion carried 5-0.

Meeting adjourned at 7:06 p.m.

Kristen Puhalainen, City Clerk

Michael LaCoursiere, Mayor

Note: A Mechanical recording has been made of the foregoing procedures of which these minutes are a part and is on file in the office of the City Clerk.

CITY OF ATLANTIS
CITY COUNCIL MEETING
COUNCIL CHAMBERS
260 ORANGE TREE DRIVE
Wednesday, March 18, 2020
7:00 p.m.

MINUTES

Mayor La Coursiere called the meeting to order at 7:06 p.m.

1. Roll Call Council present were: Mayor LaCoursiere, Vice Mayor Allan Kaulbach, Councilor Keller Lanahan, Councilor Guy Motzer, Councilor Peter Shapiro. Also present: City Manager Brian Moree, City Attorney Keith Davis, City Clerk Kristen Puhalainen, Police Chief Robert Mangold, Public Works Director Steve Mazuk, and Code Compliance Officer William Amason.

2. Pledge of Allegiance

3. Approval of Minutes Mayor LaCoursiere introduced approval of minutes. Motion by Councilor Shapiro, second by Councilor Lanahan to approve the minutes of the Regular Council Meeting on February 19, 2020 as presented. Motion carried 5-0. Motion by Councilor Motzer, second by Vice Mayor Kaulbach to approve the minutes of the Joint Workshop on March 4, 2020 as presented. Motion carried 5-0.

Mr. Moree asked to add Item 5 c: Resolution 20-06 Declaration of Emergency. Motion by Councilor Shapiro, second by Vice Mayor Kaulbach to amend the agenda to add Item 5c. Motion carried 5-0.

4. Comments from the Public There were none.

5. Ordinances and Resolutions

a. Resolution 20-04 Adopting Interim Investment Guidelines Mr. Davis read the Resolution by title. Mr. Moree explained the item. Councilor Shapiro presented proposed amended wording in paragraph 8 of the guidelines: "The optimization of investment returns shall be secondary to the requirements for safety and liquidity" in place of the first sentence. Vice Mayor Kaulbach proposed additional wording in paragraph 2: "The City Manager shall be designated as the investment officer for the City in consult with the Finance and Audit Committee". There was discussion. Councilor Motzer requested monthly written reports on the invested funds. Motion by Councilor Lanahan, second by Councilor Motzer to approve Resolution 20-04 with the proposed amendments. Motion carried 5-0.

b. Resolution 20-05 Authorizing the Mayor to Sign an Agreement with Tyler Technologies for Enterprise Software Service Mr. Davis read the Resolution by title. Mr. Moree explained the item. There was discussion. Councilor Motzer proposed adding language setting a dispute venue. Motion by Councilor Shapiro, second by Vice Mayor Kaulbach to approve Resolution 20-05 with the addendum. Motion carried 5-0.

c. Resolution 20-06 Declaration of Emergency Mr. Davis read the Resolution by title. Mr. Moree explained the item. There was discussion. By consensus, Council requested that the status of the declaration be made a standing agenda item. Motion by Councilor Shapiro, second by Vice Mayor Kaulbach to approve Resolution 20-06. Motion carried 5-0.

6. Miscellaneous Business

a. Appointment to Finance/Audit Committee Mr. Moree explained that Councilor Shapiro resigned from the committee upon being sworn in as Councilor. New Florida Statutes dictate that one member of the agency's governing body must sit on its Audit Committee. Motion by Vice Mayor Kaulbach, second by Councilor Lanahan to appoint Councilor Shapiro to the Finance and Audit Committee. Motion carried 5-0.

b. Annual Resurfacing Contract Mr. Moree explained the item and answered questions. The current contract, a piggy-back to an annual contract with Palm Beach County, runs through September 30, 2020. The FY 2020 plans includes Walton Heath Drive, JFK Drive, Atlantis Boulevard, Fairway Court, Troon Drive, North Country Club Drive (Glenbrook Drive to Orange Tree Drive). Palm Circle, Windsor Court, Westwood Court, Rosemont Court, and Greenbrier Court are being moved to this year from FY 2021.

c. Review of Proposed Ordinance on Development Moratorium for R1 Districts The consensus of the Council was to continue this item until the public is able to participate.

7. Informational

a. SWA Recycling Revenues Letter Mr. Moree explained that the City will not be receiving recycling revenues for the first quarter of 2020.

8. City Manager's Report Mr. Moree reported on the Covid-19 pandemic and how the City is responding. Following Tuesday's Presidential Preference Primary, the Council Chambers were professionally cleaned. Admittance to this meeting is constricted. All Board and Committee meetings are on hold, though he would like to speak with the Architectural Review Committee on how they can continue their role to avoid slowing the permit process. By consensus, the Council supported this approach.

9. Police Chief's Report Chief Mangold gave the crime report for February.

10. Code Compliance Officer's Report William Amason gave the Code Compliance Report.

11. City Attorney / League of Cities Report Mr. Davis reported that the State has not issued a directive on Florida's Sunshine Laws in light of the pandemic, so the laws remain as written.

12. Council Comments Mayor La Coursiere asked for comments from Council:

Vice Mayor Kaulbach had no comments.

Councilor Motzer had no comments.

Councilor Lanahan had no comments.

Councilor Shapiro inquired about teleconferencing Council meetings. There was discussion.

Mayor LaCoursiere had no comments.

13. Adjourn Meeting adjourned at 8:58 p.m.

Kristen Puhalainen, City Clerk

Michael LaCoursiere, Mayor

Note: A Mechanical recording has been made of the foregoing procedures of which these minutes are a part and is on file in the office of the City Clerk.

CITY OF ATLANTIS
CITY COUNCIL MEETING
Via CMT on Webex.com
Wednesday, May 13, 2020
7:00 p.m.

MINUTES

Mayor La Coursiere called the meeting to order at 7:16 p.m.

1. Roll Call Council present were: Mayor LaCoursiere, Vice Mayor Allan Kaulbach, Councilor Keller Lanahan, Councilor Guy Motzer, Councilor Peter Shapiro. Also present: City Manager Brian Moree, City Attorney Keith Davis, City Clerk Kristen Puhalainen, Police Chief Robert Mangold, Public Works Director Steve Mazuk, and Code Compliance Officer William Amason.

2. Pledge of Allegiance

3. Comments from the Public No comments had been submitted prior to the meeting. Mayor LaCoursiere asked if there were any comments from those on the teleconference; there were none.

5. Ordinances and Resolutions

a. Non-Binding Resolution 20-00A Canceling the 2020 Hurricane Season Mr. Davis read the Resolution by title. Motion by Vice Mayor Kaulbach, second by Councilor Lanahan to approve Non-binding Resolution 20-00A. Motion carried 5-0.

b. Non-Binding Resolution 20-00B Establishing New Zoning District and Annexing Atlantis Resort, Paradise Island, Bahamas Mr. Davis read the Resolution by title. Motion by Councilor Lanahan, second by Councilor Shapiro to approve Non-Resolution 20-00B. Motion carried 5-0.

c. Resolution 20-07 Establishing Policy for Online Council Meetings Mr. Davis read the Resolution by title. Motion by Vice Mayor Kaulbach, second by Councilor Lanahan to approve Resolution 20-07 Councilor Motzer presented his proposed edits to the Resolution. There was discussion. Vice Mayor Kaulbach amended his motion to include typographical corrections proposed by Councilor Motzer. Councilor Lanahan amended her second. Motion carried 5-0.

5. City Manager's Report Mr. Moree offered topics for Council consideration at the May 20th meeting: when to re-open the City and to resume holding code revision workshops. He explained how they can meet in person while following social distancing guidelines when they are ready. There was discussion. By consensus, the Council will hold the May 20 Regular Council Meeting in the Council Chambers, provided the public will be able to participate remotely.

6. Police Chief's Report Chief Mangold deferred his report to the May 20th meeting.

7. Code Compliance Officer's Report William Amason reported on flags in the City; he will give a complete report at the May 20th meeting.

8. City Attorney / League of Cities Report Mr. Davis deferred his report to the May 20th meeting.

9. Council Comments Mayor La Coursiere asked for comments from Council:

Vice Mayor Kaulbach had no comments.

Councilor Motzer had no comments.

Councilor Lanahan complimented the new landscaping.

Councilor Shapiro commented on wearing masks at the next meeting.

Mayor LaCoursiere had no comments.

10. Adjourn Meeting adjourned at 7:45 p.m.

Kristen Puhalainen, City Clerk

Michael LaCoursiere, Mayor

Note: A Mechanical recording has been made of the foregoing procedures of which these minutes are a part and is on file in the office of the City Clerk.

RESOLUTION NO. 20-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATLANTIS, FLORIDA, AUTHORIZING THE MAYOR OF ATLANTIS TO SIGN AN "AMENDED AND RESTATED INTERLOCAL AGREEMENT" WITH PALM BEACH COUNTY, FLORIDA PROVIDING FOR THE CITY'S CONTINUED USE OF COUNTY COMMON TALK GROUPS ON THE COUNTY'S COMMUNICAITONS SYSTEM AND FURTHER PROVIDING FOR CONTINUED INTEROPERABLE COMMUNICATIONS WITH COUNTY AGENCIES, OTHER MUNICIPALITIES AND OTHER PARTICIPATING AGENCIES TO FACILITATE THE PROVISION AND RECEIPT OF MUTUAL AID AND ASSISTANCE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on May 7, 2013, Palm Beach County and the City of Atlantis, along with other municipalities, entered into an Interlocal Agreement that was subsequently amended on March 13, 2018 (Collectively the 2013 Interlocal Agreement) setting forth the terms and conditions by which the County would provide interoperable radio communications through the countywide common talk groups to the City of Atlantis and other participating municipalities; and

WHEREAS, the 2013 Interlocal Agreement is proposed to be renewed, restated ad replaced by the attached 2020 Interlocal Agreement, which restates the terms and conditions for all interoperable communications, and provides a new agreement term; and

WHEREAS, the City Manager and City Police Chief recommend that the City of Atlantis execute this Agreement which will allow Atlantis police officers to continue to access the Common Talk Groups established on the County's Public Safety Radio System and continue to receive the public safety benefit of interoperability with neighboring jurisdictions; and

WHEREAS, the City Council of the City of Atlantis, Florida, having received the recommendation from the City Manager and the City Police Chief, now determines that it is in the best interests of the health, safety and welfare of its citizens of the City of Atlantis to enter into the attached Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTIS, FLORIDA, THAT:

Section 1: The City Council of the City of Atlantis, Florida, hereby approves the 2020 Interlocal Agreement, attached hereto as Exhibit "A", and authorizes its Mayor to execute the same.

Section 2: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20th day of May, 2020.

CITY OF ATLANTIS

Aye

Nay

Mayor Michael LaCoursiere

Aye

Nay

Vice Mayor Allan Kaulbach

Aye

Nay

Councilor Keller Lanahan

Aye

Nay

Councilor Guy Motzer

Aye

Nay

Councilor Peter Shapiro

ATTEST:

(SEAL)

Kristen Puhalainen, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Keith W. Davis, City Attorney

AMENDED AND RESTATED INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (“County”) and the City of Atlantis, a municipal corporation of the State of Florida (“Municipality”).

WITNESSETH

WHEREAS, on May 7, 2013, the County and the Municipality entered into an Interlocal Agreement (R2013-0545) that was subsequently amended by First Amendment to Interlocal Agreement (R2018-0258) on March 13, 2018 (Collectively the 2013 Interlocal Agreement) setting forth the terms and conditions by which the County would provide interoperable radio communications through the countywide common talk groups to the Municipality; and

WHEREAS, to set forth the terms and conditions for all interoperable communications, this Agreement amends and restates, in its entirety, and replaces, the 2013 Interlocal Agreement; and

WHEREAS, the County and the Municipality are continually identifying more effective service delivery methods which result in enhanced public safety services and overall savings to the taxpayers of the County and the Municipality; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Radio System that supports the needs of the Palm Beach County Sheriff’s Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Municipality have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Municipality can access the Common Talk Groups established on the County’s Public Safety Radio System to receive the public safety benefit of interoperability; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to set forth the parameters under which the County will provide access to the Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use, and ability of the Municipality to participate in the operational decisions relating to the use of the Common Talk Groups.

SECTION 2: DEFINITIONS

2.01 Common Talk Groups: Talk groups established on the County's System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.02 County Talk-Groups: Talk groups established on the County's System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.

2.03 Municipality Equipment: Also known as "agency radios," are Municipality owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County's System.

2.04 Radio Alias: The unique name assigned to an operator's radio that displays on the dispatcher's console when a radio transmits.

2.05 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County's Public Safety Radio System. The SmartZone Controller manages access to System features, functions, and talk-groups.

2.06 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.

2.07 System Manager: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Manager who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 3: ADMINISTRATION

3.01 System Contact. The Palm Beach County Electronic Services & Security Division's System Manager will be the Municipality's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00

p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.

3.02 CRSSC. The System Maintenance and Administration Plan as referenced on Attachment I hereto, identifies the general procedures for the management of the System and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio System Steering Committee (CRSSC), which is responsible for overseeing and implementing the policies and procedures for the County's System.

3.03 Compliance with System Policies and Procedures. The Municipality shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Municipality by the System Manager. The Municipality agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

SECTION 4: COUNTY SYSTEM & RESPONSIBILITIES

4.01 County System. The County System consists of eleven (11) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

4.02 Coverage for Common Talk Groups. The County System provides seamless County-wide portable and mobile radio coverage for the Common Talk Groups. The radio coverage for the Common Talk Groups is identical to that of other County Talk Groups that reside on the County's System.

4.03 County Responsibilities for System Maintenance and Operations. The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.

4.04 Scheduled Outages. The County shall maintain the coverage as described in the County's contract with Motorola R2015-1673, dated 11/17/15, throughout the term of this Agreement except for times of scheduled preventive maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The Municipality shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

4.05 Management. The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures set forth on Attachment I, as may be amended and updated from time to time.

SECTION 5: MUNICIPALITY EQUIPMENT AND RESPONSIBILITIES

5.01 Municipality Equipment. The Municipality's equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. Equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the Municipality. The Municipality will be required to keep its equipment in proper operating condition and the Municipality is responsible for maintenance of its radio equipment.

5.02 Agreement Limited to Common Talk Groups. The Municipality will only program the Common Talk Groups and the individual unit ID numbers assigned by the System Manager as part of this Agreement. The Municipality will **not** program into its radios the County operational talk groups without a letter of authorization or a signed agreement from the County.

5.03 Municipality Contacts. The Municipality shall provide the County with a list of persons/positions, which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Municipality or its service provider until requested and approved in writing by the System Manager.

5.04 County Confidential Information. The Municipality shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into the Municipality's equipment. *The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or unauthorized persons.* The access codes are to be treated as confidential information and the Municipality is responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. All confidential security system information and data obtained, developed, or supplied by the County ("Confidential Information") will be kept confidential by the Municipality and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Municipality agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.

5.04.01 Authorized Parties. Service staff directly employed by the Municipality shall be considered authorized to receive access and programming codes for the maintenance of the Municipality's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the Municipality plans to use commercial services for its system or subscriber unit maintenance, the Municipality must include confidentiality requirements in their contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

5.04.02 Commercial Service Providers. Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the

County's System, unless meeting the requirements of Section 5.04.03 and/or 5.04.04 below. If the Municipality does not have employees capable of programming Municipality radio equipment or prefers to have others program Municipality radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program Municipality's radio equipment under the terms of a separate agreement.

5.04.03 County Review of Existing Service Provider Agreements. If the Municipality uses a commercial service provider to program Municipality radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the Municipality radio equipment with the Common Talk Groups, the Municipality must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the Municipality and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.

5.04.04 Review of Bid Documents for Service Provider. If the Municipality intends to use a commercial service provider to program Municipality radio equipment with the Common Talk Groups, the Municipality shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the Municipality to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.

5.04.05 Survival. The provisions of this section regarding the Municipality's duty to keep the County's access codes confidential shall survive the termination or expiration of this Agreement.

5.05 Federal Shared Encryption Key. The County's System is configured to allow for end to end encryption. If the Municipality desires encryption, the Municipality must request a CKR assignment from the County's System Manager. The Federal Shared Encryption Key ("Key") is available for use by local law enforcement agencies who require direct radio interoperability with federal agencies and is used on Law Enforcement Common 6E through 10E talk groups on the County's System. The Key is considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. If the Municipality requests use of the Key, the Municipality shall be responsible for safeguarding and protecting the confidentiality of the Key from release to unauthorized parties. Service staff directly employed by the Municipality shall be considered authorized to receive access to the Key. *Commercial service providers are not considered authorized to receive access to the Key.* Keyloading of the Municipality's end user radios must only be done by the Municipality itself or another authorized law enforcement agency. The Municipality must also store the Municipality's encryption key loader(s) in a secure and locked location when not in use. The Municipality shall immediately notify the County's System Manager if the Municipality has reason to believe the confidentiality of the Key has been compromised or an encrypted radio has been lost or stolen. The Municipality shall not program the Key into any non-law enforcement radio. The Municipality must delete the Key from any radio to be repaired by non-agency personnel, removed from service or sent to surplus for disposal. The Municipality shall not provide any Key encrypted radios to any non-public safety personnel. The provisions of this section regarding the Municipality's duty to keep the Key confidential shall survive the termination or expiration of this Agreement.

5.06 Malfunctioning Municipality Equipment. The Municipality is solely responsible for the performance and the operation of the Municipality equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Municipality owned equipment; the County will request that the Municipality discontinue use of the specific device until the repairs are completed. The County may, in its discretion, disable the equipment from the System after properly notifying the Municipality in writing if the device is causing interference to the System.

5.07 Stolen or Lost Municipality Radios. In the case of lost or stolen equipment, the Municipality will notify the System Manager by e-mail authorizing the System Manager to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Manager will advise via e-mail when the radio has been disabled. A request by the Municipality to re-activate a disabled radio must be in writing by e-mail to the System Manager.

SECTION 6: PROGRAMMING OF COMMON TALK GROUPS

The Municipality is responsible for adhering to the Common Talk-Group alias' established by the County and its Steering Committees. Any deviations from the standard naming will have to be reviewed and approved by the System Manager prior to implementation.

SECTION 7: UTILIZATION AND MONITORING OF COMMON TALK GROUPS

7.01 Purpose of Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios.

7.02 Approved Uses. Usage of the Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and response to local emergencies and disasters. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failure of its own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Manager. Once approved by the System Manager, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

7.03 Prohibited Uses. The Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

7.04 Monitoring. The Municipality acknowledges that there is a loss of functionality through the interface between its system and the Countywide system. Within 10 days of the execution of this Agreement, the Municipality will provide to the County its internal procedures with regard to monitoring of the common talk groups.

SECTION 8: LIABILITY

8.01 No Representation as to Fitness. The County makes no representations about the design or capabilities of the County's System. The Municipality has decided to enter into this Agreement and use the County's System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the Municipality with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the Municipality.

8.02 No Waiver of Sovereign Immunity. The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Municipality pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

8.03 No Responsibility for Third Party Claims. Neither the County nor the Municipality shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

8.04 No Consequential Damages. The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Municipality waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages.

8.05 Survival. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 8A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

SECTION 9: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 10: TERM OF AGREEMENT

10.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement.

10.02 Renewals. The Agreement may be renewed for two (2) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, the Municipality shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

10.03 Existing Interlocal Terminated. This Agreement when effective terminates and replaces the Interlocal Agreement between County and Municipality (R-2013-0545), that was subsequently amended by the First Amendment to Interlocal Agreement (R2018-0258).

SECTION 11: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

SECTION 12: TERMINATION

This Agreement may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon notice of termination, the System Manager will proceed to disable the Municipality's radios from the County's System. It will be the responsibility of the Municipality to reprogram the Municipality's radios removing the County's System information from the radios. The Municipality will complete reprogramming the Municipality's radios within sixty (60) days of the date of termination. A municipality with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager
Palm Beach County Electronic Services & Security Division
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Municipality:

City Manager
City of Atlantis
260 Orange Tree Dr
Atlantis, FL 33462

City Communications Manager
City of Atlantis
260 Orange Tree Dr
Atlantis, FL 33462

SECTION 14: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

SECTION 15: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 16: ENTIRE AGREEMENT

This Agreement and any Attachments hereto constitute all agreements, conditions and understandings between the County and the Municipality concerning access to the Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Municipality unless reduced to writing and signed by them.

SECTION 17: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the Municipality's officers.

SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 19: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Municipality.

SECTION 20: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 21: ASSIGNMENT

Municipality may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County’s absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 22: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 24: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County and Municipality hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and the Municipality Council.

SECTION 25: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Dave Kerner , Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
County Attorney

By: _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

City of Atlantis a municipal corporation
of the State of Florida

By: _____
Kristen Puhalainen, Clerk

By: _____
Michael LaCoursiere , Mayor

**APPROVED AS TO LEGAL
SUFFICIENCY:**

By: _____
Attorney

ATTACHMENT I

PALM BEACH COUNTY PUBLIC SAFETY RADIO SYSTEM POLICIES AND PROCEDURES

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan

RESOLUTION NO. 20-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATLANTIS, FLORIDA, AUTHORIZING THE MAYOR OF ATLANTIS TO SIGN AN "INTERLOCAL AGREEMENT" WITH PALM BEACH COUNTY, FLORIDA PROVIDING FOR THE CONTINUED IMPLEMENTATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM AND THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Title 1 of the Housing and Community Development Act of 1974, as amended, mandates that a county must enter into interlocal cooperation agreements with municipalities in its jurisdiction for the purposes of implementing CDBG activities within said municipalities; and

WHEREAS, such interlocal cooperation agreements are also required to implement the HOME Program under Title II of the National Affordable Housing Act of 1990, as amended, and the ESG Program under the Homeless Emergency Assistance and Rapid Transition Housing Act of 2009 (HEARTH Act); and

WHEREAS, on July 16, 2014, the City of Atlantis entered into an interlocal agreement with Palm Beach County as part of the Urban County Qualification Process, to participate with the County in the creation of the Urban County jurisdiction for the receipt of federal community development funds from the U.S. Department of Housing and Urban Development (HUD), which agreement expires September 30, 2021; and

WHEREAS, Palm Beach County's Board of County Commissioners has requested the City of Atlantis to renew the agreement, inclusive of amendments from HUD to promote adherence to Section 3 of the Housing and Urban Development Act of 1968; and

WHEREAS, the City of Atlantis continues to have the authority to perform the Community Development Block Grant (CDBG) Program, the Emergency Solutions Grant (ESG) Program and the Home Investment Partnership (HOME) Program; and

WHEREAS, the City Council of the City of Atlantis desires to enter into said Interlocal Agreement with Palm Beach County in order to continue its participation therein; and

WHEREAS, the City Council of the City of Atlantis believes that it is in the best interests of the health, safety and welfare of its citizens to authorize the Mayor to execute the attached Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTIS, FLORIDA, THAT:



April 17, 2020

Mr. Brian R. Moree, City Manager
City of Atlantis
260 Orange Tree Drive,
Atlantis, FL 33462

RE: Urban County Qualification Process FYs 2021 - 2023

Dear Mr. Moree:

On August 19, 2014, the Board of County Commissioners (BCC) executed an interlocal cooperation agreement (R2014-1144) with the City of Atlantis as part of the Urban County Qualification Process for Federal Fiscal Years 2015-2017. Under this Agreement, the City of Atlantis agrees to participate with the County in the creation of the Urban County jurisdiction for the receipt of federal community development funds from the U.S. Department of Housing and Urban Development (HUD).

The Agreement states, "*The agreement shall be automatically renewed at the end of the qualification period and at the end of each subsequent qualification period unless either party provides a written notice in which it elects to not participate in a new qualification period.*" The current three year qualifying period will expire on September 30, 2021 and would renew to cover the October 1, 2021 to September 30, 2024 time period.

Please advise of the City's intent to continue participation in the Urban County jurisdiction during the FY 2021-2023 period, or of the City's intent to terminate the Agreement. If it is your intent to renew the agreement, please note that HUD has amended one of the clauses in the original agreement to promote adherence to Section 3 of the Housing and Urban Development Act of 1968.

Section 3 seeks to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Applicability of Section 3 requirements is limited to activities funded by HUD programs.

If you intend to renew the agreement, please execute the enclosed four (4) copies of the amendment to our interlocal cooperation agreement,

**Department of
Housing & Economic
Sustainability**

Strategic Planning

100 Australian Avenue - Suite #500

West Palm Beach, FL 33406

(561) 233-3600

www.pbcgov.com/hes

**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth,
Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



and return them to the Department of Housing and Economic Sustainability (DHES) no later than May 29, 2020.

Please address your response to the Director, PBC Department of Housing and Economic Sustainability, with a copy to HUD's Miami Field Office addressed as follows:

Ann D. Chavis, Director
Community Planning & Development Division
U.S. Department of Housing and Urban Development
909 SE 1st Avenue, Room 500
Miami, FL 33131

Please contact Carlos Serrano, Director of Strategic Planning and Operations, at (561) 233-3608 or cserrano@pbcgov.org, if you have any questions concerning this letter.

Sincerely,

A handwritten signature in cursive script that reads "Jonathan B. Brown".

Jonathan B. Brown, Director
Department of Housing and Economic Sustainability

Enclosures

CC: Kristen Puhalainen, City Clerk, City of Atlantis
Sherry Howard, Deputy Director, DHES

AMENDMENT 001 TO THE AGREEMENT WITH CITY OF ATLANTIS

Amendment 001, effective as of _____, by and between **Palm Beach County** (County), and the **City of Atlantis** (Municipality).

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1144) (the "Agreement") with the City of Atlantis on August 19, 2014, to formalize the City of Atlantis participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017; and

WHEREAS, the Agreement is renewable every three years and is now due for renewal; and

WHEREAS, the Department of Housing and Urban Development (HUD) has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2021-2023 that all interlocal agreements should contain specific language regarding Section 3 of the Housing and Community Development Act of 1968; and

WHEREAS, the Interlocal Cooperation Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement approved on August 19, 2014, to comply with HUD's requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975), the Americans with Disabilities Act of 1990 and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its

jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 001 to be executed on the date first written above:

(MUNICIPAL SEAL BELOW)

**CITY OF ATLANTIS, a
municipality duly organized and existing by
virtue of the laws of the State of Florida**

ATTEST:

By: _____
Michael LaCoursiere, Mayor

By: _____
Kristen Puhalainen, City Clerk

By: _____
Brian R. Moree, City Manager

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Dave Kerner, Mayor

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: _____
Howard J. Falcon, III,
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

MANAGER'S REPORT

- Budget Presentation
 - Ad Valorem Revenue Projections Released May 29th.
 - Workshop(s) Date(s)
 - Maximum Millage Rate Set (July 20th to July 30th)
 - Public Budget Hearings Dates (2) (May Not Coincide With PBC or School District)
 - Public Hearing Days for the following:
 - Palm Beach County (BCC) – 9/3 and 9/15
 - School Board – 9/9 Final Hearing

- Board Appointments
 - Interview Applicants for Boards
 - ARC – 2 Seats
 - BOA – 4 Seats
 - Police Pension – 2 Seats

- Code Revision Workshop
 - Sign Code
 - Moratorium on R-1 Zoning Changes
 - R-1 Zoning Overlay
 - Amend ARC Review Guidelines
 - Feral Cats
 - Amend Board of Adjustments Guidelines
 - Miscellaneous (Closeout)

- Strategic Planning Workshops



CITY OF

Atlantis

260 Orange Tree Drive
Atlantis, Florida 33462
561-965-1744
561-822-6005-Cell

MEMO

To: City Council Members

From: William J. Amason
Code Compliance Officer

Reference: Monthly Update

Date: 5-12-2020

Council Members:

Since the last council meeting eighty-nine (89) new code issues have been identified. In addition to the individual Code issues sixty-eight (68) roof issues were identified for which Courtesy Notices were sent out requesting compliance. In these matters extensions for compliance was given due to the Corona Virus with the completion date scheduled on or around June 7th. To date 31 have come into compliance.

- Eight Notice of Violations were issued, 4 for short term rentals, 2 for Minimal Property Standards causing blighted look to the community, 1 for minimal property standards where there is a failure to maintain Lawn and Landscape and 1 for Minimal Property Standards where a building structure has been deemed in disrepair.

During the last two months weekly checks have been made for Garbage, Recycle and Vegetative Waste issues. The incidents have dwindled down to less than 20 on Monday and Thursday's checks. Educational material continues to be provided to the residents explaining the requirements of City Code. Continuing with the education about screening of refuse containers from public view will be the next task.

- Two NOV's were scheduled to go before magistrate but were canceled due to the COVID-19 lockdown. One has come into compliance in the interim, the other will be rescheduled at a future date.

Numerous complaints of political signs out were addressed for which the complainants were not happy about the explanations; the Trump flags have been deemed as follows:

-The Trump 2020 flag is not a campaign sign. While it promotes the Trump brand, it was not approved or funded by the Trump campaign. The flag was manufactured and marketed as a commercial item by vendors for profit. Vendors that are not affiliated with campaigns sell materials both supporting and disparaging the candidates. Presently, the City allows the appropriate display of flags supporting branches of military service, college and professional athletic teams, holidays, etc. The Trump 2020 flag is no different than those flags.-

As the citizenry makes efforts to return to the norm reminders will be provided for making preparations for the upcoming Hurricane season. All should be encouraged to do the necessary tree

and hedge trimming, lawn and landscape management that will make the cleanup after a potential storm less trying.

Respectfully,

William J. Amason _____

William J. Amason
Code Compliance Officer
City of Atlantis, Florida
(561) 965-1744 Office
(561) 822-6005 Cell
Wamason@atlantisfl.gov

**GENERAL FUND
APRIL 2020**

TD BANK - GENERAL FUND		Apr-20
BEGINNING BALANCE		\$4,212,041.07
ENDING BALANCE		\$4,077,208.33
DIFFERENCE		-\$134,832.74

SCHWAB INVESTMENT ACCT		
BEGINNING BALANCE		\$1,561,983.74
ENDING BALANCE		\$1,561,996.97
DIFFERENCE		\$13.23

FLORIDA PRIME - STATE BOARD OF ADMINISTRATION		
BEGINNING BALANCE		\$65,467.87
ENDING BALANCE		\$65,519.00
DIFFERENCE		\$51.13

CAPITAL FUND		
BUDGETED		\$309,964.33
EXPENDED		\$0.00
ENCUMBERED/ADDITIONS		\$0.00
BALANCE		\$309,964.33

POLICE COMMUNICATION CAPITAL FUND		\$30,000.00
--------------------------------------	--	-------------

**UTILITIES FUND
APRIL 2020**

TD BANK - UTILITIES FUND	Apr-20
BEGINNING BALANCE	\$2,331,076.80
ENDING BALANCE	\$2,384,156.77
DIFFERENCE	<hr/> \$53,079.97

SCHWAB INVESTMENT ACCT	
BEGINNING BALANCE	\$1,548,533.37
ENDING BALANCE	\$1,548,546.49
DIFFERENCE	<hr/> \$13.12

FLORIDA PRIME - STATE BOARD OF ADMINISTRATION	
BEGINNING BALANCE	\$72,523.08
ENDING BALANCE	\$72,606.90
DIFFERENCE	<hr/> \$83.82

CAPITAL FUND	
BUDGETED	\$152,000.00
ENCUMBERED/ADDITIONS	\$0.00
BALANCE	<hr/> \$152,000.00

**STORMWATER
FUND
APRIL 2020**

TD BANK - STORMWATER FUND	Apr-20
BEGINNING BALANCE	\$175,659.87
ENDING BALANCE	\$175,344.87
DIFFERENCE	<hr/> -\$315.00

CAPITAL FUND	
BUDGETED	\$128,368.53
ENCUMBERED/ADDITIONS	\$0.00
BALANCE	<hr/> \$128,368.53

**POLICE PENSION
FUND
APRIL 2020**

RAYMOND JAMES- POLICE PENSION FUND	Apr-20
BEGINNING BALANCE	\$1,102,446.11
ENDING BALANCE	\$1,168,176.92
DIFFERENCE	<hr/> \$65,730.81
MOTHLY DISTRIBUTIONS	\$10,288.37

CITY OF ATLANTIS
REVENUE AND EXPENDITURES

	APRIL	2019-20 ACTUAL	2019-20 BUDGET	%
REVENUE				
TAX REVENUE				
REAL ESTATE TAXES	\$ 122,150.52	\$ 3,815,627.16	\$ 3,899,072	97.86%
COUNTY GAS TAX	\$ 8,357.70	\$ 58,703.38	\$ 103,000	56.99%
INFRASTRUCTURE SALES TAX	\$ 11,499.36	\$ 87,149.13	\$ 135,000	64.55%
TELECOMMUNICATION FLAT TAX	\$ 9,486.02	\$ 74,396.74	\$ 125,000	59.52%
TOTAL TAX REVENUE	\$ 151,493.60	\$ 4,035,876.41	\$ 4,262,072	94.69%
BUSINESS TAX - BLDG PERMIT - FRANCHISE FEES				
BUSINESS TAX RECEIPTS	\$ 7,484.50	\$ 108,039.36	\$ 130,000	83.11%
BUILDING PERMIT	\$ 16,467.95	\$ 137,075.59	\$ 200,000	68.54%
REINSPECTION FEES	\$ 385.00	\$ 2,145.00	\$ -	
FRANCHISE - FPL	\$ 20,394.01	\$ 154,110.03	\$ 280,000	55.04%
FRANCHISE - FPU	\$ 2,050.29	\$ 5,126.14	\$ 7,000	73.23%
FRANCHISE - SOLID WASTE	\$ 590.46	\$ 3,322.16	\$ 5,000	66.44%
BUS TAX-PERMIT-FRANCHISE FEES	\$ 47,372.21	\$ 409,818.28	\$ 622,000	65.89%
INTERGOVERNMENTAL REVENUE				
STATE GRANT - PUBLIC SAFETY	\$ -	\$ -	\$ 1,000	0.00%
STATE REVENUE SHARING	\$ 4,512.98	\$ 31,590.89	\$ 52,000	60.75%
ALCOHOLIC BEV LICENSE	\$ -	\$ 174.80	\$ 2,200	7.95%
SALES TAX	\$ 13,877.21	\$ 96,905.88	\$ 165,000	58.73%
FUEL TAX REBATE	\$ 531.28	\$ 1,667.91	\$ 2,000	83.40%
COUNTY SHARED REVENUE - 911	\$ -	\$ 5,014.28	\$ 5,000	100.29%
COUNTY SHARED REVENUE - \$12.50	\$ -	\$ -	\$ 2,500	0.00%
COUNTYWIDE LICENSE	\$ 205.24	\$ 1,174.32	\$ 13,500	8.70%
TOTAL INTERGOVERNMENTAL REVENUE	\$ 19,126.71	\$ 136,528.08	\$ 243,200	56.14%
FINES & FORFEITURES	\$ 1,288.43	\$ 8,244.77	\$ 20,000	41.22%
MISCELLANEOUS REVENUE				
INTEREST REVENUE	\$ 1,886.53	\$ 15,267.76	\$ 25,000	61.07%
DISPOSITION OF FIXED ASSETS	\$ -	\$ -	\$ 1,000	0.00%
FUNDRAISING AND DONATIONS	\$ -	\$ 7,191.00	\$ 15,000	47.94%
MISCELLANEOUS REVENUE	\$ 11,097.12	\$ (33,905.47)	\$ 25,000	-135.62%
UNREALIZED GAIN	\$ -	\$ -	\$ -	
CONTRIBUTION FROM ENTERPRISE	\$ 234,750.00	\$ 377,250.00	\$ 285,000	132.37%
TOTAL MISCELLANEOUS REVENUE	\$ 247,733.65	\$ 365,803.29	\$ 351,000	104.22%
TOTAL REVENUE	\$ 467,014.60	\$ 4,956,270.83	\$ 5,498,272	90.14%
EXPENDITURES				
LEGISLATIVE	\$ -	\$ 28,500.00	\$ 57,000	50.00%
EXECUTIVE				
CITY MANAGER SALARY	\$ 12,241.15	\$ 72,971.54	\$ 127,308	57.32%
FINANCE DEPARTMENT SALARY	\$ 7,053.53	\$ 43,673.11	\$ 68,005	64.22%
LONGEVITY PAY	\$ -	\$ 700.00	\$ 700	100.00%
PAYROLL TAX EXPENSE	\$ 1,387.81	\$ 10,687.48	\$ 20,500	52.13%
RETIREMENT CONTRIBUTION	\$ 2,488.38	\$ 19,984.21	\$ 38,000	52.59%
LIFE AND HEALTH INSURANCE	\$ 1,075.00	\$ 7,525.00	\$ 20,000	37.63%
WORKERS COMPENSATION	\$ 100.00	\$ 700.00	\$ 3,000	23.33%
CONTRACT SERVICES	\$ 4,577.98	\$ 9,453.66	\$ 10,000	
TRAVEL	\$ 542.77	\$ 6,110.70	\$ 8,000	76.38%
COMMUNICATIONS	\$ (145.63)	\$ 2,616.51	\$ 5,000	52.33%
POSTAGE	\$ 592.64	\$ 3,020.57	\$ 10,000	30.21%
INSURANCE	\$ 1,000.00	\$ 7,580.58	\$ 17,000	44.59%
COMPUTER EQUIPMENT	\$ 1,725.30	\$ 10,469.86	\$ 12,000	87.25%
PRINTING	\$ 603.82	\$ 4,481.20	\$ 3,000	149.37%
OPERATING SUPPLIES	\$ 342.14	\$ 2,706.60	\$ 5,000	54.13%
MEMBERSHIP	\$ -	\$ 2,399.00	\$ 5,000	47.98%
JANITORIAL SERVICES	\$ 150.32	\$ 150.32	\$ -	#DIV/0!
INVESTMENT EXPENSES	\$ 134.79	\$ 3,195.43	\$ 3,000	106.51%
CAPITAL OUTLAY	\$ -	\$ -	\$ -	
TOTAL EXECUTIVE	\$ 33,870.00	\$ 208,425.77	\$ 355,513	58.63%
LEGAL AND PROFESSIONAL				
FINANCIAL AUDIT	\$ 7,975.00	\$ 11,175.00	\$ 15,950	70.06%
LEGAL SERVICES	\$ 6,371.51	\$ 42,712.12	\$ 70,000	61.02%

CITY OF ATLANTIS
REVENUE AND EXPENDITURES

	APRIL		2019-20		2019-20	%
TOTAL PROFESSIONAL SERVICES	\$ 14,346.51	\$	53,887.12	\$	85,950	62.70%
CITY CLERK						
CITY CLERK SALARY	\$ 6,232.96	\$	35,405.64	\$	58,244	60.79%
PAYROLL TAX EXPENSE	\$ 472.99	\$	2,647.27	\$	4,400	60.17%
RETIREMENT CONTRIBUTION	\$ 398.44	\$	3,016.15	\$	4,850	62.19%
LIFE AND HEALTH INSURANCE	\$ 1,075.00	\$	7,525.00	\$	14,036	53.61%
WORKERS COMPENSATION	\$ -	\$	-	\$	1,500	0.00%
LONGEVITY BONUS	\$ -	\$	500.00	\$	500	100.00%
TRAVEL	\$ -	\$	286.89	\$	1,500	19.13%
PRINTING	\$ -	\$	1,812.78	\$	8,000	22.66%
ADVERTISING	\$ -	\$	1,315.04	\$	6,000	21.92%
OPERATING SUPPLIES	\$ 32.99	\$	1,306.59	\$	4,500	29.04%
MEMBERSHIP/TRAINING	\$ -	\$	422.00	\$	1,000	42.20%
ELECTIONS	\$ -	\$	-	\$	-	
TOTAL CITY CLERK	\$ 8,212.38	\$	54,237.36	\$	104,530	51.89%
PUBLIC WORKS						
MAINTENANCE WORKER	\$ 5,153.30	\$	33,952.10	\$	56,227	60.38%
LONGEVITY PAY	\$ -	\$	-	\$	-	
PAYROLL TAX EXPENSE	\$ 165.00	\$	1,237.38	\$	2,150	57.55%
RETIREMENT CONTRIBUTION	\$ 144.04	\$	1,418.68	\$	2,200	64.49%
WORKERS COMPENSATION	\$ 125.00	\$	875.00	\$	1,200	72.92%
EMPLOYMENT MEDICAL	\$ -	\$	-	\$	-	#DIV/0!
REPAIR & MAINTENANCE	\$ 1,854.67	\$	27,047.90	\$	40,000	67.62%
OPERATING SUPPLIES	\$ 1,440.61	\$	4,616.07	\$	8,500	54.31%
JANITORIAL SERVICES	\$ 461.09	\$	4,166.25	\$	5,000	
CAPITAL OUTLAY	\$ -	\$	-	\$	-	
TOTAL PUBLIC WORKS	\$ 9,343.71	\$	75,013.38	\$	115,277	65.07%
LAW ENFORCEMENT						
POLICE CHIEF SALARY	\$ 10,736.70	\$	64,003.24	\$	111,660	57.32%
POLICE SALARIES	\$ 71,362.75	\$	466,851.60	\$	775,536	60.20%
POLICE OVERTIME	\$ 1,088.41	\$	25,038.99	\$	70,000	35.77%
STATE INCENTIVE PAY	\$ 1,084.65	\$	6,540.24	\$	16,000	40.88%
COMMUNICATIONS SALARIES	\$ 25,512.50	\$	151,779.58	\$	265,915	57.08%
COMMUNICATIONS OVERTIME	\$ 1,858.56	\$	10,995.30	\$	14,000	78.54%
LONGEVITY PAY	\$ -	\$	21,100.00	\$	22,800	92.54%
PAYROLL TAX EXPENSE	\$ 8,216.06	\$	55,041.26	\$	116,600	47.21%
RETIREMENT CONTRIBUTION	\$ 18,724.69	\$	159,507.12	\$	340,000	46.91%
HEALTH AND LIFE INSURANCE	\$ 20,831.23	\$	131,585.70	\$	205,000	64.19%
WORKERS COMPENSATION	\$ 2,400.00	\$	16,800.00	\$	45,000	37.33%
EMPLOYMENT MEDICAL	\$ 169.00	\$	1,167.00	\$	1,000	116.70%
CONTRACT SERVICES	\$ -	\$	-	\$	2,500	
GATE SECURITY	\$ 55,554.21	\$	171,555.57	\$	323,000	53.11%
TRAVEL	\$ -	\$	144.51	\$	3,000	4.82%
COMMUNICATIONS	\$ 2,855.82	\$	8,344.65	\$	35,000	23.84%
COMMO REIMBURSABLE	\$ -	\$	1,320.00	\$	5,000	26.40%
PROPERTY/LIABILITY INSURANCE	\$ 2,425.00	\$	17,732.00	\$	35,000	50.66%
AUTOMOBILE MAINTENANCE	\$ 9,832.85	\$	24,300.52	\$	20,000	121.50%
GASOLINE & FUEL	\$ 1,423.56	\$	12,092.55	\$	25,000	48.37%
EQUIPMENT MAINTENANCE	\$ 4,482.34	\$	28,249.79	\$	53,000	53.30%
PRINTING	\$ 409.25	\$	1,763.47	\$	2,000	88.17%
OFFICE SUPPLIES	\$ -	\$	885.28	\$	3,000	29.51%
OPERATING SUPPLIES	\$ 518.09	\$	3,799.89	\$	12,000	31.67%
JANITORIAL	\$ 151.15	\$	462.68	\$	2,000	23.13%
MEMBERSHIPS	\$ 25.00	\$	2,242.54	\$	3,500	64.07%
TRAINING & EDUCATION	\$ 500.00	\$	3,294.00	\$	14,000	23.53%
UNIFORMS	\$ 401.00	\$	1,443.05	\$	10,000	14.43%
HARDWARE - GUNS - AMMO	\$ -	\$	3,737.84	\$	4,500	83.06%
INVESTIGATIONS	\$ 50.00	\$	554.74	\$	1,000	55.47%
CAPITAL OUTLAY & GRANT	\$ -	\$	-	\$	-	
TOTAL LAW ENFORCEMENT	\$ 240,612.82	\$	1,392,333.11	\$	2,537,011	54.88%
FIRE RESCUE						
FIRE SERVICE CONTRACT	\$ -	\$	470,445.48	\$	940,992	49.99%
TOTAL FIRE RESCUE	\$ -	\$	470,445.48	\$	940,992	49.99%
PROTECTIVE INSPECTIONS						
BUILDING OFFICIAL	\$ 8,370.00	\$	46,406.48	\$	125,000	37.13%
ACCOUNT CLERK	\$ 4,884.00	\$	29,279.18	\$	50,818	57.62%
PAYROLL TAXES	\$ 364.85	\$	2,210.15	\$	3,825	57.78%
RETIREMENT CONTRIBUTION	\$ 330.94	\$	2,509.40	\$	4,000	62.74%
HEALTH INSURANCE	\$ 1,075.00	\$	7,525.00	\$	14,200	52.99%
LONGEVITY BONUS	\$ -	\$	300.00	\$	500	60.00%
ENGINEERING SERVICES	\$ 2,400.85	\$	5,138.35	\$	25,000	20.55%
CODE COMPLIANCE SERVICES	\$ 6,000.00	\$	21,317.04	\$	36,000	59.21%
NPDES STORM WATER	\$ -	\$	-	\$	1,100	

CITY OF ATLANTIS
REVENUE AND EXPENDITURES

	APRIL		2019-20		2019-20	%
BUILDING PLAN SCANNING	\$ -	\$	-	\$	1,000	0.00%
OPERATING SUPPLIES	\$ 46.65	\$	2,044.25	\$	13,500	15.14%
TOTAL PROTECTIVE INSPECTIONS	\$ 23,472.29	\$	116,729.85	\$	274,943	42.46%
PHYSICAL ENVIRONMENT						
ELECTRIC UTILITY SERVICES	\$ 3,253.58	\$	18,167.49	\$	40,000	45.42%
SOLID WASTE COLLECTION	\$ 45,408.00	\$	159,748.78	\$	455,056	35.11%
WATER/SEWER/HYDRANT SERVICE	\$ 209.14	\$	6,169.44	\$	60,000	10.28%
CONTRACT GROUNDS MAINTENANCE	\$ 4,445.50	\$	60,683.07	\$	158,000	38.41%
CANAL LAKE SERVICES	\$ 2,700.00	\$	3,240.00	\$	5,000	64.80%
COMMUNITY ACTIVITIES	\$ 6,015.81	\$	46,139.42	\$	60,000	76.90%
ANIMAL CONTROL SERVICES	\$ 4,500.00	\$	-	\$	9,000	0.00%
ROAD CONTRACT SERVICES	\$ -	\$	-	\$	2,000	0.00%
TOTAL PHYSICAL ENVIRONMENT	\$ 66,532.03	\$	299,398.20	\$	789,056	37.94%
CONTINGENCY FUND	\$ 2,404.46	\$	2,404.46	\$	-	#DIV/0!
TRANSFER TO CAPITAL RESERVE	\$ -	\$	339,964.33	\$	238,000	142.84%
TOTAL EXPENSES	\$ 398,794.20	\$	3,041,339.06	\$	5,498,272	55.31%
NET REVENUE (DEFICIT)	\$ 68,220.40	\$	1,914,931.77	\$	-	
Depreciation General Government Depreciation Public Safety Depreciation Physical Environment						
			\$ -			

Utilities Department
Revenue and Expenditures

	APRIL	2019-20 ACTUAL	2019-20 BUDGET	%
WATER INCOME				
RESIDENTIAL WATER INCOME	\$ 47,260.40	\$ 261,033.36	\$ 437,070	59.72%
COMMERCIAL WATER INCOME	\$ 7,579.00	\$ 298,922.82	\$ 574,220	52.06%
IRRIGATION INCOME	\$ 2,161.84	\$ 25,919.81	\$ 54,101	47.91%
FIRELINE INCOME	\$ 717.71	\$ 6,025.73	\$ 12,750	47.26%
FIRE HYDRANT INCOME	\$ 22,207.90	\$ 22,207.90	\$ 21,500	103.29%
OTHER WATER INCOME	\$ -	\$ -	\$ -	
TOTAL WATER INCOME	\$ 79,926.85	\$ 614,109.62	\$ 1,099,641	55.85%
SEWER INCOME				
RESIDENTIAL SEWER INCOME	\$ 18,312.55	\$ 277,834.85	\$ 546,006	50.88%
COMMERCIAL SEWER INCOME	\$ 3,172.40	\$ 141,490.13	\$ 298,758	47.36%
OTHER SEWER INCOME	\$ -	\$ -	\$ 8,100	
TOTAL SEWER INCOME	\$ 21,484.95	\$ 419,324.98	\$ 852,864	49.17%
MISCELLANEOUS INCOME				
INVESTMENT INCOME	\$ -	\$ 3,065.01	\$ 9,000	34.06%
PENALTY INCOME	\$ -	\$ 12,670.00	\$ 18,500	68.49%
MISCELLANEOUS INCOME	\$ 300.00	\$ 1,368.57	\$ 2,000	68.43%
REALIZED/UNREALIZED GAIN	\$ -	\$ -	\$ -	0.00%
PPD JFK - Commercial	\$ -	\$ -	\$ -	
TOTAL MISCELLANEOUS INCOME	\$ 300.00	\$ 17,103.58	\$ 29,500.00	57.98%
TOTAL INCOME	\$ 101,711.80	\$ 1,050,538.18	\$ 1,982,005	53.00%
WATER SERVICES				
CONTRACT SERVICES	\$ 616.28	\$ 10,297.49	\$ 8,000	128.72%
ELECTRICITY	\$ 1,613.46	\$ 9,848.64	\$ 21,000	46.90%
REPAIR AND MAINTENANCE	\$ 1,227.24	\$ 8,453.14	\$ 35,000	24.15%
OPERATING SUPPLIES	\$ 641.62	\$ 2,473.55	\$ 1,000	247.36%
BULK WATER PURCHASE	\$ 94,468.91	\$ 167,959.30	\$ 442,500	37.96%
TOTAL WATER SERVICES	\$ 98,567.51	\$ 199,032.12	\$ 507,500	39.22%
SEWER SERVICES				
ELECTRICITY	\$ 1,613.46	\$ 9,848.64	\$ 14,000	70.35%
SEWAGE DISPOSAL	\$ 67,551.99	\$ 129,462.55	\$ 405,000	31.97%
REPAIR AND MAINTENANCE	\$ 257.20	\$ 1,203.66	\$ 25,000	4.81%
OPERATING SUPPLIES	\$ 21.90	\$ 2,413.90	\$ 1,000	241.39%
IPP CHARGE FOR SERVICES	\$ -	\$ -	\$ 8,100	0.00%
TOTAL SEWER SERVICES	\$ 69,444.55	\$ 142,928.75	\$ 453,100	31.54%
WATER/SEWER COMBINATION				
UTILITIES SALARIES	\$ 20,970.90	\$ 125,095.56	\$ 242,711	51.54%
UTILITIES OVERTIME	\$ 414.42	\$ 5,304.31	\$ 9,000	58.94%
LONGEVITY PAY	\$ -	\$ 2,700.00	\$ 3,600	75.00%
PAYROLL TAX	\$ 1,571.48	\$ 9,810.65	\$ 21,000	46.72%
RETIREMENT	\$ 2,670.43	\$ 22,271.53	\$ 28,500	78.15%
HEALTH/LIFE INSURANCE	\$ 5,000.00	\$ 35,000.00	\$ 56,000	62.50%
WORKERS COMP	\$ 1,350.00	\$ 9,450.00	\$ 11,000	85.91%
EMPLOYMENR MEDICAL	\$ -	\$ 350.00	\$ -	#DIV/0!
LEGAL SERVICES	\$ -	\$ -	\$ 2,000	0.00%
ENGINEERING SERVICES	\$ 112.50	\$ 112.50	\$ 15,000	0.75%
FINANCIAL AUDIT	\$ 5,800.00	\$ 5,800.00	\$ 11,600	50.00%
MANAGEMENT FEE	\$ 23,750.00	\$ 166,250.00	\$ 285,000	58.33%
CONTRACT SERVICES	\$ -	\$ 5,188.00	\$ 5,000	103.76%
TRAVEL	\$ -	\$ -	\$ 3,000	0.00%
COMMUNICATIONS	\$ 356.85	\$ 2,035.25	\$ 4,800	42.40%
POSTAGE	\$ 650.00	\$ 4,550.00	\$ 8,000	56.88%

Utilities Department
Revenue and Expenditures

INSURANCE	\$ 1,875.00	\$ 20,101.50	\$ 19,000	105.80%
REPAIR AND MAINTENANCE	\$ -	\$ 576.97	\$ 1,000	57.70%
VEHICLE MAINTENANCE	\$ 1,586.88	\$ 9,573.96	\$ 14,500	66.03%
BACKHOE MAINTENANCE	\$ -	\$ -	\$ 1,500	0.00%
COMPUTER EQUIPMENT	\$ -	\$ 934.24	\$ -	#DIV/0!
PRINTING	\$ 578.09	\$ 578.09	\$ 2,500	23.12%
OFFICE SUPPLIES	\$ 35.22	\$ 390.67	\$ 1,500	26.04%
OPERATING SUPPLIES	\$ 183.81	\$ 1,253.20	\$ 4,000	31.33%
MEMBERSHIP/TRAINING	\$ -	\$ 185.00	\$ 4,000	4.63%
BANK FEES	\$ 225.00	\$ 1,686.45	\$ 3,000	56.22%
TOTAL WATER/SEWER SERVICES	\$ 67,130.58	\$ 429,197.88	\$ 757,211	56.68%
TOTAL OPERATING EXPENSE	\$ 235,142.64	\$ 771,158.75	\$ 1,717,811	44.89%
NET OPERATING REVENUE	\$ (133,430.84)	\$ 279,379.43	\$ 264,194	105.75%
TRANSFER TO CAPITAL RESERVE	\$ -	\$ 280,368.53	\$ 120,000	233.64%
CAPITAL OUTLAY	\$ -	\$ -	\$ -	
CONTINGENCY FUND	\$ -	\$ -	\$ 144,194	0.00%
TOTAL CAPITAL AND CONTINGENCY	\$ -	\$ 280,368.53	\$ 264,194	106.12%
TOTAL EXPENSES	\$ 235,142.64	\$ 1,051,527.28	\$ 1,982,005	53.05%
NET SURPLUS (DEFICIT)	\$ (133,430.84)	\$ (989.10)	\$ -	

Atlantis Stormwater Enterprise Fund
Revenue and Expenditures

		April	2019-20 Total	2019-20 Budget	
Revenue					
343900	CHARGES FOR SERVICES	\$ 2,321.83	\$ 52,051.29	\$ 104,107.00	
361100	INTEREST REVENUE	\$ -	\$ -	\$ -	
TOTAL OPERATING REVENUE		\$ 2,321.83	\$ 52,051.29	\$ 104,107.00	
Expenditures					
538300	ENGINEERING SERVICES	\$ 315.00	\$ 3,128.80	\$ 12,500.00	
538310	NPDES	\$ -	\$ 1,100.00	\$ 5,000.00	
538320	FINANCIAL AUDIT	\$ -	\$ -	\$ 1,450.00	
538340	CONTRACT SERVICES	\$ 1,012.38	\$ 2,024.76	\$ -	
538400	GENERAL OPERATING	\$ -	\$ -	\$ 43,157.00	
TOTAL OPERATING EXPENSES		\$ 1,327.38	\$ 6,253.56	\$ 62,107.00	
TRANSFER TO CAPITAL RESERVE			\$ -	\$ 42,000	0.00%
TOTAL TRANSFERS		\$ -	\$ -	\$ 42,000	0.00%
TOTAL EXPENSES		\$ 1,327.38	\$ 6,253.56	\$ 104,107.00	
NET REVENUE (EXPENSE)		\$ 994.45	\$ 45,797.73	\$ -	