# Town of Lauderdale-By-The-Sea

# Regular Town Commission

## Agenda

Tuesday, April 30, 2024

6:30 PM

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

**LAUDERDALE-BY-THE-SEA TOWN COMMISSION**

**Mayor Edmund Malkoon**
**Vice Mayor Randy Strauss**
**Commissioner Richard DeNapoli**
**Commissioner John Graziano**
**Commissioner Theo Poulopoulos**

**Linda Connors, Town Manager**
**Susan Trevarthen, Town Attorney**
**Katrina Adler, Town Clerk**

# Regular Town Commission

Tuesday, April 30, 2024, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION by Pauline Brooks McGuiness representing the Bahai Faith**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
   - **7.a.** BSO February and March 2024 Public Safety Report
8. **TOWN MANAGER REPORT**
   - **8.a.** Town Manager Report
   - **8.b.** Business Outreach Team Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
    - **10.a.** Approval of Minutes for the April 2, 2024 and April 9 Special and Regular Meetings.
11. **CONSENT AGENDA**
    - **11.a.** Resolution 2024-10: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A STATEWIDE MUTUAL AID AGREEMENT FOR DISASTER ASSISTANCE WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS AND AN EFFECTIVE DATE.
12. **OLD BUSINESS**
    - **12.a.** Sandcastles for Sloan Campaign
    - **12.b.** Ordinance 2024-04: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5 “BEACHES AND WATERWAYS,” ARTICLE II “BEACH REGULATIONS” OF THE TOWN CODE OF ORDINANCES TO CREATE SECTION 5-38 “RECREATIONAL EXCAVATION OF SAND FROM THE DUNE OR BEACH;” PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.
    - **12.c.** Beach Safety Report

## 13. NEW BUSINESS

## 14. COMMISSIONER COMMENTS

## 15. ORDINANCES 1st Reading

**15.a.** Ordinance 2024-03: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 3, VOLUNTEER FIREFIGHTERS' PENSION PLAN TO TERMINATE THE TOWN OF LAUDERDALE-BY-THE-SEA VOLUNTEER FIREFIGHTERS' PENSION PLAN; AMENDING SECTION 2-136 "PENSION PLAN CONTINUED, DEFINITION," 2-137, "BOARD OF TRUSTEES," 2-149 "DISTRIBUTION OF BENEFITS," AND 2-143.1, "DEFINED CONTRIBUTION COMPONENT" TO ADOPT PROCEDURES AND CRITERIA FOR TERMINATING THE PLAN; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

## 16. ORDINANCES 2nd Reading

**16.a.** Ordinance 2024-02 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 17, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE VI, "SIDEWALK CAFÉS" TO MODIFY REGULATIONS RELATED TO MAINTENANCE OF RIGHT OF WAY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFFECTIVE DATE.

## 17. RESOLUTIONS – PUBLIC COMMENTS

## 18. QUASI JUDICIAL PUBLIC HEARINGS

## 19. ADJOURNMENT

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THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING

SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

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

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

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

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

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

available in Section 2-23 of the Town Code of Ordinances.

**INVOCATION:**

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

Agenda Item No: 7.a.

# Town Commission Agenda Item Report

**Meeting Date:** April 30, 2024
**Submitted By:** William Wesolowski, Captain, Broward County Sheriff's Office
**Submitting Department:** Administration
**Item Type:** Public Safety Discussion
**Agenda Section:** PUBLIC SAFETY DISCUSSION

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**Subject Title:** BSO February and March 2024 Public Safety Report

**Explanation:** BSO February 2024 and March 2024 report prepared by Captain William Wesolowski.

**Recommendation:** Accept/Approve

**Exhibits:**
1. BSO February 2024
2. BSO March 2024

Date: March 3, 2024

To: Linda Connors
Town Manager

From: Captain William Wesolowski
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- February 2024

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**PERSONNEL CHANGES:**

Deputy Michael Kratz retired from the Broward Sheriff's Office on February 3, 2024 following a distinguished 36 year law enforcement career.

**EMPLOYEE OF THE MONTH: Deputy Rene Suarez**

On Monday, February 19, at 9:06 p.m., BSO Communications received a 911 call from a Walgreens employee indicating an unknown male had just stolen merchandise from the store.

BSO Communications immediately dispatched Deputy Rene Suarez, an experienced Alpha Green Team member who knew an immediate response was essential to the apprehension of the suspect. Deputy Suarez immediately responded and arrived on scene within seconds.

Upon arrival, Deputy Suarez learned that the suspect had already fled the business. Deputy Suarez obtained a detailed description of the suspect and quickly issued a BOLO. Deputy Suarez continued to gather information about the incident and learned that the suspect had recently been at this same store on more than one occasion, so he decided to remain in the area. Deputy Suarez's instincts paid off, as shortly afterwards the suspect returned to the scene to commit another retail theft. Deputy Suarez immediately detained the subject who was positively identified as the subject who had committed the earlier retail theft and was then placed into custody.

For his dedication and commitment to protect and serve the residents, visitors, and business owners of the Town of Lauderdale-By-The-Sea, Deputy Suarez was awarded Deputy of the Month for February 2024.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.

- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.

- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.

- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.

- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.

- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.

- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.

- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. Deputies conducted 5.5 hrs. of bike patrol.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 312 miles and 40.25 hours this month.

- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Two (2) individuals were experiencing mental health crises and were Baker Acted. Four (4) individuals experiencing homelessness were contacted during this period. All individuals refused services and two were trespassed from commercial establishments.

- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***

- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org .

- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.

- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.

- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Wesolowski and Lieutenant Sutter to provide information to the public via social media. Follow us **@BSOLBTS**.

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

On Sunday, February 3, 2024, Captain Wesolowski and CSIA Anderson set up the district tent at the Lauderdale by the Sea Farmer's Market. Law Enforcement Torch Run merchandise benefitting the Special Olympics was sold and district outreach items were distributed.

On Sunday, February 18, 2024, Lt. Sutter supervised the annual Fort Lauderdale A1A Marathon event that took place within the Town of Lauderdale by the Sea. Over 18 law enforcement personnel and 5 COPs were required to man traffic posts to ensure the safety of participants.

**NOTABLE INCIDENTS / ARRESTS:**

**CASE:** 13-2402-000134 (Deputy Yates)
**DATE/TIME:** 02/06/2024 @ 0735 hrs.
**LOCATION:** 4400 Blk El Mar Drive
**ARRESTEE**: Brandon Nieves Stella WM DOB: 06/23/1993
**INCIDENT:** Felony Warrant (Arrest)
**SUMMARY:** Deputy Yates contacted a WM adult subject who was loitering and acting abnormal. Records check revealed subject had a felony aggravated stalking arrest warrant from Alachua County. Arrest warrant was confirmed, w/$5,000.00 bond and defendant was TOT main jail.

**CASE:** 13-2402-000136 (Deputy Hopkins)
**DATE/TIME:** 02/06/2024 between 0200 and 0800
**LOCATION:** 1770 S Ocean Blvd (Ocean Sounds Condo/Parking lot)
**VICTIM:** Paul Ferrerior WM DOB: 02/04/1979
**INCIDENT:** Delayed Burglary Conveyance
**SUMMARY:** Victim responded to District Office to report a delayed vehicle burglary that occurred sometime this morning. Victim reported an unknown suspect gained access to his vehicle by unknown means and removed his wallet which contained miscellaneous credit cards, SS card, FL ID; a set of unknown type golf clubs was also reported as stolen along with some loose change from center console. Victim claimed the doors were locked, however there was no forced entry observed. A credit card was used at a 7-11 in Pompano Beach at 0226 this morning. Victim advised the HOA does not have CCTV.

**CASE:** 13-2402-000213 (Roach)
**DATE/TIME:** 02/10/24 @ 0300 hrs
**LOCATION:** 4308 Sea Grape Dr
**ARRESTEE:** W/M Wyatt Watson 06/20/96
**INCIDENT:** Trespassing (Arrest)
**SUMMARY:** The suspect arrived at a friend's residence intoxicated trying to enter the residence. Deputies responded and trespassed the suspect off the premises. A few hours later, the same suspect returned to the property where he was placed into custody for trespassing after warning.

**CASE:** 13-2401-000281
**DATE/TIME:** 02/13/24 3:00am
**LOCATION:** 223 Algiers Ave
**SUSPECT:** Unk
**VICTIM:** Daniel LaLuza
**INCIDENT:** Auto Theft (Golf Cart) and Recovery (Dep. Redl)
**SUMMARY:** On 2/13/24 Deputy Redl responded to 222 Algiers Ave, in reference to an attempted golf cart theft. I spoke with Gary Harrison who lives in Washington, he stated that approximately 3am he was notified by his Ring camera that 3 males, hooded and masked, walked onto his property, and lifted the cover to his golf cart. The males noticed a steering wheel and front wheel lock, so they left it alone. The males walked directly across the street to 223 Algiers and pushed a 222, Blue, Icon, 4 passenger, golf cart, Vin # 7R44L4CAONTOO2419, Fl Tag 638-UDQ, on the street and out of view. At 9:00am, while on patrol, an alert, Deputy Hopkins, noticed a Blue Icon golf cart, parked at the Sea Watch Restaurant. The golf cart was parked in an attempt to conceal it utilizing the trees and vegetation. A records check revealed it to be the stolen cart from 223 Algiers. Owner responded and took custody.

**CASE:** 13-2402-000282
**DATE/TIME:** 02/12/24 @ 2145 and 02/13/24 0615
**LOCATION:** 251 Algiers Ave
**VICTIM:** Louise Gallagher/Christopher Gallagher
**SUSPECT:** Unknown
**VEHICLE:** 2015 ASPT Club Car FL tag EMZX16
**INCIDENT:** Theft (Golf Cart) and Recovery (Dep. Yates)
**SUMMARY:** Between the listed dates and times unknown person(s) stole a nonfunctioning golf cart from in front of the listed residence. No known suspects or witnesses. Possibly related to 13-2402-000281, another golf cart theft at 223 Algiers Ave. The golf cart was recovered at approximately 0950 hours after being found abandoned in a marked parking space in the parking lot of 241 Commercial Blvd, Flynn Engineering. The ignition wires were found to have been cut and spliced. Det. Koos recovered video surveillance from the parking lot.

**CASE:** 13-2402-000327(Hopkins)
**DATE/TIME:** 02/14/24 @ 1623 hrs.
**LOCATION**: 2 Sunset Lane
**SUSPECT**: Kevin B/M 28 y/o 5”10 160lbs
**VICTIM:** Nathan Jehoseph
**INCIDENT:** Battery
**SUMMARY:** Victim advised he was just finished up work at a construction site and while he was sitting in his vehicle his coworker Kevin got into the passenger side and asked him for a ride home. Nathan advised he usually takes Kevin back home to Hollywood and drops him off but could not today. While sitting in the car he told Kevin to get out and they both started to argue. Nathan then got out of his vehicle at which time Kevin got out and physically attacked him grabbing him by the neck and punching him. Kevin then ran east on Sunset Lane. No injuries observed on Nathan. Dep Redl circulated with negative results. Nathan advised he does not know Kevin’s last name, address or phone number.

**CASE:** 13-2402-000348 (Dep Ogando)
**DATE/TIME:** 02/14/2024 @ 2303 HRS
**LOCATION:** 4605 N Ocean Drive
**VICTIM:** Eliana M Vicini WF DOB: 12/06/02
**ARRESTEE:** Jonathan B Sokol WM DOB: 07/24/85
**INCIDENT:** Battery (Domestic) (Arrest)
**SUMMARY:** Deputies responded to above location reference a boyfriend/girlfriend dispute which turned physical. Investigation revealed the listed couple have been residing together as a family for the past couple of months and tonight an argument turned into physical violence because the female refused to have sex. During the verbal dispute, the male became angry and decided to batter the female by pushing her head against the floor. The female had minor visible injuries and was taken to the hospital as a precaution by Fire Rescue. The two parties were not cooperative with the investigation and the female victim did not want the subject arrested; however, deputies were able to determine that the above probable cause incident occurred; and the male subject was arrested, charged and TOT main jail.

**CASE:** 13-2402-000365 (Dep Swatkins)
**DATE/TIME:** 02/15/24 @ 1143 hrs
**LOCATION:** 4420 E. Tradewinds Ave
**SUSPECT:** Unknown
**WITNESS:** Joan Arnold W/F 12/27/51
**VEHICLE:** 2021 Red Golf Cart
**INCIDENT:** Auto Theft
**SUMMARY:** Victim reported a delayed theft of her golf cart that occurred on 2/13/24 at approx. 0251 hours. The incident was captured on surveillance video showing 3 suspects push the golf cart from her property west bound on Neptune. Gold Cart was entered into Teletype and Affidavit signed.

**UPDATE:**

On 03/18/2024 at approximately 0930 hrs Dep Yates met with the mayor of LBTS at 250 Capri Ave, LBTS, a home currently under construction. The mayor advised he is working as the general contractor of the home and saw a red golf cart parked in the garage at this location since on 02/14/24. He thought the golf cart was placed there by the homeowner. Yesterday, the mayor spoke with the homeowner who at that time advised the golf cart was not his and he did not know where it came from. Since the mayor was aware of recent golf cart thefts in the Town, today he contacted BSO. Deputy Yates responded and observed that the golf cart was in the garage of this residence, which currently has no door on it due to the construction. It was also not visible from the street due to a 6-foot chain link fence/gate surrounding the entire property and a large construction dumpster in the driveway which was blocking the view. The mayor also said that the gate did originally have a locked chain with a combination lock securing it but someone must had cut it when the cart was placed on the property. After confirming the cart was the same one stolen from the victim Joan Arnold, she was contacted and responded to the location with the key. The golf cart had no visible damage. The golf cart was recovered, BSO removed the golf cart from F/NCIC and the victim drove it home.

**CASE:** 13-2402-000438 (Dep Figueroa)
**DATE/TIME:** 02/17/24 @ 2239 hrs.
**LOCATION:** 1 Commercial Blvd. (Aruba's Beach Café)
**ARRESTEE:** Melcher, Colin Andrew
**CHARGES:** Disorderedly Intoxication and Trespass After Warning (Arrest)
**SUMMARY:** Deputies were summoned to Aruba's Beach Café in reference to an unruly white male causing a disturbance. The male was later identified as Colin A. Melcher. He was asked to leave the premises by the on-duty restaurant manager, who also gave Melcher a Trespass Notification in the presence of the deputies. Melcher initially left the premises of the business and within minutes returned causing a crowd to gather to watch the defendant's ruckus. Melcher displayed signs of intoxication such as blood shot eyes, slurred speech, unsteady on his feet, and strong odor of what appeared to be an alcoholic beverage on his breath. Melcher was arrested and transported to BSO Main Jail without incident.

**CASE:** 13-2402-000449 (Deputy Suarez)
**DATE/TIME:** 02/18/2024 @ 1755 hrs.
**LOCATION:** 1950 S Ocean Blvd (Parking lot)
**INCIDENT:** Grand Theft Auto
**VEHICLE**: 2022 Honda 4D, Red, FL Tag JAQM10
**SUMMARY:** Deputy Suarez responded to 1950 S. Ocean Blvd (Native Sun Resort Condominium) regarding a delayed stolen vehicle investigation. Investigation revealed that Mrs.

Margaret Marie Jung rented a 2022 Red Honda Accord Sport/FL TAG JAQM10 yesterday from Miami International Airport Enterprise office location. Today, she last drove the rental vehicle to Dunkin Doughnuts at 4721 N Ocean Dr. and returned to her apartment parking lot complex at approximately 0930 hrs. When she went back to the vehicle at approximately 1755 hrs on today`s date, the vehicle was not in the parking space and was reported stolen. The vehicle did not hit on the Town's LPR system or Vigilant system. The vehicle hit on D11 LPR system at 1555 (NB-Terra Mar/Ocean) and at 1600 HRS, EB on Atlantic Blvd toward I95. Affidavit signed, victim had key fob, vehicle into NCIC/FCIC as stolen.

**CASE:** 13-2402-000477 (Deputy Suarez)
**DATE/TIME:** 02/19/2024 @ 2106 hrs.
**LOCATION:** 4319 N Ocean Drive (Walgreens)
**PROPERTY**: 6 cans of Wexford Compressed Gas Duster ($12.49 Each)
**ARRESTEE**: Rory Daniel Gogerty WM DOB: 11/25/1981
**INCIDENT:** Delayed – Retail Theft (Arrest)
**SUMMARY:** Deputies responded to Walgreens in reference to a delayed report of a theft where an unknown WM stole 6 compressed cans or of Wexford Duster spray. The suspect was wearing a hoodie and fled southbound on foot. An area check was conducted; however, the defendant was not located during the initial call. Deputy Suarez remained on scene, and the defendant later returned in an attempt to steal again. The defendant was positively identified on scene by store personnel and taken into custody. It was also learned that the defendant had recently checked himself into the Evolutions Treatment center about two days ago. TOT Main Jail.

**INCIDENT:** Death Investigation (Dep Yates/Dep Redl/Dep Hopkins)
**CASE:** 13-2402-000409
**DATE/TIME:** 2/20/2024 1500
**LOCATION:** 4424 N. Ocean (Beach Side)
**VICTIM:** 5-year-old Female Child (Confidential)
**INCIDENT:** Death Investigation (Dep Yates/Dep Redl/Dep Hopkins)
**SUMMARY:** A mother and father were at the beach along with their two juvenile children. The children dug a large hole in the sand. As the family was about to leave the 7 hear old child wanted to jump back into the hole. When she jumped back into the hole, the surrounding sand collapsed and entrapped both children. One child was extricated from the hole while the other smaller child remained entrapped and buried under the sand. Numerous civilians, Deputies, LT Sutter, Capt. Wesolowski, PBFR rescue personnel all attempted to dig the child out of the sand. After a period of time, the unresponsive child was extricated from the sand; medical personnel attempted to revive the child as the child was transported to BHG where she was later pronounced deceased. Captain Wesolowski, Lt Sutter were on scene. Crime scene on beach was secured, BSO Homicide Unit and Crime Scene Unit responded and took over the investigation.

**CASE:** 13-2402-000665
**DATE/TIME:** 2/25/24 @ 12:02pm
**LOCATION:** 4540 Poinciana St
**ARRESTEE:** Lois Polodnoick 6/02/47
**VICTIM:** Sue Hawkey 4540 Poinciana St
**INCIDENT:** Trespassing (Arrest)
**SUMMARY:** On 2/25/24, at 12:02p Lois Polodnick W/F 6/02/47 was trespassing at 4540 Poinciana St. Lois previously resided at this location numerous years ago but no longer does. Lois is presently homeless. Lois was asked to leave by the owner of the property, Sue Hawkey but she refused. Lois did this four more times, each time she was told to leave but refused. On

two of the occasions the owner, Sue began to spray the property down with a water hose. These two times she left but returned. On the fifth occasion Lois was arrested and transported to jail. Case 13-2402-000658,13-2402-000659,13-2402-000661,13-2402-000663 and 13-2402-000665. Sue stated she wished to prosecute. This is an ongoing issue with Lois.

**CASE:** 13-2402-000750
**DATE/TIME:** 2/17/24 @ 11:48am
**LOCATION:** 1500 S. Ocean Blvd
**SUSPECT:** "Dario" W/M
**VICTIM:** Wendy Fisher 9/26/69
**INCIDENT:** Grand Theft
**SUMMARY:** Victim stated she and her family went on a cruise that left out of Miami on 2-17-24. Victim was referred by a friend of a car service out of Miami, by the name of Robert 1-786-804-8644. Plans were made through Robert, for him to send an Escalade to pick the family up and drive them to the Port. The Victim stated when the driver by the name of Dario 1-786-302-1396, showed up to pick them up, her husband and two children brought some luggage to the vehicle. Dario placed a backpack and suitcase in the rear of the Escalade. Dario then waited for the husband and children to walk back inside the lobby to get more luggage. Dario then opened the bag and suitcase and went though it with both hands. It is unclear what he removed before leaving the vehicle and walking towards the entrance of the building. The Victim stated when they were getting on the Cruise, she opened her luggage and noticed an envelope with $6000 cash missing. The Victim waited until after the cruise and learned that there was video in the front of the building. The video was uploaded to evidence.com. Contact was made with Robert who was uncooperative on who he subleases his vehicles to. Calls to Dario went straight to voice mail. Investigation continues.

**CASE:** 13-2402-000792 (Roach)
**DATE/TIME:** 2/29/24 @ 6:00PM
**LOCATION:** 4319 N. Ocean Dr (Walgreens)
**ARRESTEE:** B/M Shaheed Muhammad 04/30/69
**VICTIM:** Walgreens
**INCIDENT:** Retail Theft (Arrest)
**SUMMARY:** The suspect entered the Walgreens and was seen taking a cell phone charger valued at approximately $30. The suspect stood in line with the merchandise before walking out of the business without paying. A description of the suspect was BOLOed and the suspect was located and taken into custody without any incident. A records check revealed the suspect was wanted out of Illinois for Criminal Mischief, but the state did not want to extradite. The suspect was charged with retail theft before being transported to the main jail.

## MONTHLY ARREST LOGS:

| Misd/Fel | Charge | Streetnbr | Street |
|---|---|---|---|
| Misd | Disorderly Intoxication | 1 | Commercial Blvd |
| Misd | Petit Theft 1st Degree $100 less than $750 | 4319 | N Ocean Dr |
| Misd | Petit Theft 2nd Degrtee 1st Offense | 4319 | N Ocean Dr |
| Misd | Touch or Strike Battery Domestic Violence | 4605 | N Ocean Dr |
| Misd | Trespass After Warning Structure or Conveyance | 4308 | Seagrape Dr |
| Misd | Trespassing -Fail to Leave Property After Warning by Owner | 4540 | Poincianba St |
| Fel | Warrant-Aggravated Stalking | | Commercial Blvd/El Mar Dr |

## CRIME STATISTICS:

| CRIME | CURRENT MONTH | PRIOR MONTH | 2023 YTD | 2024 YTD |
|---|---|---|---|---|
| AUTO THEFT | 1 | 2 | 3 | 3 |
| BURGLARY-BUSINESS | 0 | 0 | 0 | 0 |
| BURGLARY-CONVEYANCE | 1 | 2 | 2 | 3 |
| BURGLARY-RESIDENCE | 0 | 0 | 0 | 0 |
| BURGLARY-STRUCTURE | 0 | 0 | 0 | 0 |
| FORCIBLE SEX | 0 | 0 | 0 | 0 |
| ARSON | 0 | 0 | 0 | 0 |
| ASSAULT-AGGRAVATED | 0 | 0 | 0 | 0 |
| HOMICIDE | 0 | 0 | 0 | 0 |
| ROBBERY | 0 | 0 | 0 | 0 |
| THEFT-GRAND | 7 | 2 | 6 | 9 |
| THEFT-PETIT | 2 | 3 | 4 | 5 |
| **TOTALS** | **11** | **9** | **15** | **20** |

**CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:**

| COP Activity | Total |
|---|---|
| Number of Volunteers | 27 |
| COP Hours Worked - Month | 83 |
| COP Patrol Miles - Month | 178 |
| COP Hours Worked - YTD | 181 |
| COP Patrol Miles - YTD | 464 |

| | |
|---|---|
| COP Bike Patrol Hours - Month | 5 |
| COP Bike Patrol Hours - YTD | 5 |

| | |
|---|---|
| COP Beach Patrol Hours – Month | 5 |
| COP Beach Patrol Hours - YTD | 10 |

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

| | Month | 2024 YTD |
|---|---|---|
| Reserve Deputy - Days Worked | 2 | 5 |
| Reserve Deputy - Hours Worked | 16 | 37 |

**MONTHLY STAFFING AND STATISTICAL REPORT:**

The February 2024 Monthly Staffing and Statistical Report is attached.

# MONTHLY STAFFING AND STATISTICAL REPORT
## LAUDERDALE-BY-THE-SEA DISTRICT
**February 29, 2024**

### CURRENT STAFFING ALLOCATIONS

| Position | Budgeted Positions | Actual Positions | Vacant Positions |
|---|---|---|---|
| **District Chief** | 1 | 1 | |
| **Executive Lieutenant** | 1 | 1 | |
| **Sergeant** | 4 | 4 | |
| **Deputy Sheriff** | 19 | 17 | 2 |
| **Community Service Aide** | 1 | 1 | |
| **Administrative Specialist** | 1 | 1 | |
| **Clerical Specialist (P/T)** | 1 | 1 | |
| **TOTAL** | **28** | **26** | |

### PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

| Name | CCN | Status | Circumstances |
|---|---|---|---|
| Deputy Michael Kratz | 11289 | Retired | After 35 Years of Service |
| Sgt. Brian Nicoletti | 13550 | FMLA | Medical |

### DETACHED PERSONNEL / LOCATION

| Name | CCN | Detached to | Reason | Hours |
|---|---|---|---|---|
| Deputy Manuel Alvarez | 14964 | QRF | Adjunct Training | 9 |
| | | | | |
| | | | **TOTAL** | **9** |

# Lauderdale by the Sea
# Monthly Activity
## February 2024

| Reports/Calls | |
|---|---|
| Miscellaneous Service | |
| Event Reports | 37 |
| Accidents | 14 |
| Calls for Service | 797 |

| Traffic | |
|---|---|
| Types of Citation | |
| Non-Moving / Moving Citation | 163 |
| Parking | 0 |
| Warnings | 179 |
| **Total Citations** | **342** |

| Arrests | |
|---|---|
| Type of Arrest | |
| Felony | 1 |
| Misdemeanor | 5 |
| Warrant (Felony) | 0 |
| Warrant (Misd.) | 0 |
| DUI (Misdemeanor) | 0 |
| NIC (Felony) | 0 |
| NIC (Misdemeanor) | 0 |
| DV (Felony) | 0 |
| DV (Misd.) | 1 |
| **Total Arrests** | **7** |

| Time Worked | |
|---|---|
| Hours Worked | |
| Bike Patrol | 5.50 |
| Court Overtime | 9 |
| Training Hours | 112 |
| Detached | 9 |
| Other Overtime | 104.5 |
| Days Worked | 29 |

| General | |
|---|---|
| FI | 8 |
| Truant | 0 |
| Truant Debriefed | 0 |
| Elder Link | 0 |

| Narrative |
|---|
| ATV/UTV: 312 Miles / 40.25 Hours<br>Reserve Deputies worked 2 shifts (16 hrs) |

Date: April 3, 2024

To: Linda Connors
Town Manager

From: Captain William Wesolowski
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- March 2024

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**PERSONNEL CHANGES:**

On March 9, 2024, Deputy Matthew Garner transferred out of the Lauderdale by the Sea District and into the Covert Electronic Surveillance Unit.

On March 9, 2024, Deputy Kyran Ramcharan transferred into the Lauderdale by the Sea District from the Lauderdale Lakes District.

On March 23, 2024, Deputy Christopher Cathcart transferred into the Lauderdale by the Sea District from Port Everglades.

**EMPLOYEE OF THE MONTH: Sergeant Craig Bachan**

On Sunday, March 17th, 2024, at approximately 3:43 P.M., a Pompano Beach deputy was contacted by a female on the beach, advising her seven-year-old daughter was missing and she did not know how to swim. Sergeant Bachan was out patrolling the beach in Lauderdale by the Sea as part of the district's Spring Break Operational Plan and overheard the call on the radio. Sergeant Bachan realized the urgency in locating the juvenile and rushed into Pompano's jurisdiction to assist. Within minutes, Sergeant Bachan was able to locate the juvenile, who was unharmed, and reunited her with her mother.

On Tuesday, March 19th, 2024, at approximately 10:53 A.M., within the city of Oakland Park Sergeant Bachan was off duty at his residence when he observed a suspicious male. The male appeared to be walking down the sidewalk and pausing in front of several residences. The male was then observed entering the driveways of several residences while constantly attempting to change his appearance by removing clothing and reversing his hat. Due to his vast experience in criminal investigations, Sergeant Bachan realized that criminal activity was afoot and utilized his unmarked Broward Sheriff's Office vehicle to maintain visual of the male. Sergeant Bachan observed the male take a bicycle from a residence and ride it for half a block, before abandoning it at another residence. The male was then observed taking two packages from the carport of another residence. Sergeant Bachan quickly notified Oakland Park deputies, who were able to detain the suspect and recover the stolen property as well as illegal narcotics in the suspect's

possession. The suspect was charged accordingly and transported to the Broward County Jail.

These are two examples of Sergeant Bachan's commitment to provide exceptional service to the citizens of Broward County, both on and off duty. As a result of his efforts and commitment to serve the community, Sergeant Bachan was awarded the Employee of the Month for March 2024.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.

- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.

- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.

- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.

- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.

- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.

- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.

- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. Deputies conducted 4.75 hrs. of bike patrol.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 637.5 miles and 100.25 hours this month.

- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Four (4) individuals were experiencing mental health crises and were Baker Acted. Three (3) individuals experiencing homelessness were contacted during this period. All individuals were transported to House of Hope for services.

- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***

- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org .

- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.

- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.

- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Wesolowski and Lieutenant Sutter to provide information to the public via social media. Follow us **@BSOLBTS**.

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

On Sunday, March 3, 2024, Lieutenant Sutter and CSIA Anderson set up the district tent at the Lauderdale by the Sea Farmer's Market. Law Enforcement Torch Run merchandise benefitting the Special Olympics was sold and district outreach items were distributed. BSO NST personnel also participated providing additional outreach.

On Sunday, March 3, 2024, the Lauderdale by the Sea District assisted the Sea Ranch Lakes Police Department with security for a special event held at the Chabad by the Sea.

Beginning Friday, March 8, 2024, and running through Sunday, March 31, 2024, the Lauderdale by the Sea District conducted a Spring Break Operational Plan. Enforcement efforts included additional dedicated ATV/UTV beach patrols, additional Downtown Enhanced Visibility Detail personnel, and Regional Traffic Unit assets.

On Saturday, March 30, 2024, the annual Lauderdale by the Sea Easter Egg Hunt was held at Friedt Park. The Lauderdale by the Sea District set up static displays for children and family photos and distributed district outreach items.

On Sunday, March 31, 2024, the annual Community Church Easter Sunrise Service was held in Connie Hoffman Plaza and the Pavilion. The Lauderdale by the Sea District assisted with closure of the horseshoe and additional event security.

**NOTABLE INCIDENTS / ARRESTS:**

**CASE:** 13-2403-000119 (Deputy Pitulan)
**DATE/TIME:** 03/04/2024 @ 0236 hrs.
**LOCATION:** 4 Sunset LN
**ARRESTEE**: Julius Antwan Clark BM DOB: 08/20/1981
**INCIDENT:** Battery LEO/Resisting w/Violence/ Possession of Drugs (Arrest)
**SUMMARY:** Deputy Pitulan conducted a traffic stop on the Defendant's vehicle for a traffic violation. The defendant was immediately uncooperative, and Deputy Pitulan requested backup. Pompano Beach District deputies were close by and responded to assist. Dep Pitulan then observed that the defendant was in possession of suspect crack cocaine and began to take the subject into custody. At that time the subject resisted w/violence, kicked Dep Pitulan and attempted to prevent himself from being handcuffed by deputies. Additional deputies responded and the subject was taken into custody. Subject was TOT Main Jail and charged accordingly.

**CASE:** 13-2403-000121 (Deputy Boyian)
**DATE/TIME:** 03/04/2024 @ 0313 hrs.
**LOCATION:** 231 Marine Ct
**ARRESTEE:** David Babani WM DOB: 09/04/1987
**INCIDENT:** Robbery by sudden snatching/Dating violence. (Arrest)
**SUMMARY:** Dep Boyian responded to above location and met with the female Victim. Victim reported that she has had a sexual dating relationship in the past with the subject. Today her ex-boyfriend responded to her home, and when she opened the door, he snatched her sunglasses off her face and ran. Subject was GOA. Dep Boyian obtained a sworn statement from the victim. Deputy Boyian later located the Subject and placed him under arrest, and he was TOT to Main Jail. Confession obtained.

**CASE:** 13-2403-000191 (Dep. Swadkins)
**DATE/TIME:** 3-6-24 1022@ hrs.
**LOCATION:** 5100 N Ocean Blvd-Parking garage
**SUSPECT:** Unknown
**VICTIM:** Thomas La Salle W/M 10-25-42
**VEHICLE:** Black 2020 Ford Explorer

**INCIDENT:** Stolen decal 14415260
**SUMMARY**: La Salle responded to the district office to report his decal stolen from his vehicle sometime overnight from the parking area. The decal was documented in Teletype**.**

**CASE:** 13-2403-000212 (Dep Bickel)
**DATE/TIME:** 03/07/24 @ 1007 hrs.
**LOCATION:** 5450 N Ocean Blvd
**SUSPECT:** Unidentified darked skinned male
**VICTIM:** Kenneth Jessell W/M 07/10/1955
**INCIDENT:** Misdemeanor Theft/Bicycle
**SUMMARY:** On 3/7/24, the property maintenance personnel observed an old bicycle was missing from one of the parking areas. A review of the security camera recording revealed at 0248 hrs. that morning, a dark-skinned male walked onto the gated community property and approached the victim`s bicycle which was locked to their plastic storage bin. The lock, which secured both the cable (bicycle) and the lid of the box, was compromised and the suspect road off with the bicycle, with cable and lock still attached.

**CASE:** 13-2403-000300 (Deputy Ogando)
**DATE/TIME:** 03/10/2024 @ 1945 hrs.
**LOCATION:** 4449 W Tradewinds Ave
**VEHICLE**: Black BMW
**ARRESTEE:** Hillary D Rolle, BM DOB: 12/12/1977
**INCIDENT:** Traffic Arrest/Felony DWLS (Arrest)
**SUMMARY:** Dep. Ogando was conducting traffic enforcement per LBTS Ops **LS24-03-01**, and conducted a traffic stop on a black BMW. A records check revealed the driver did not have a valid DL and his issued DL had multiple suspensions and prior conviction for same. Driver was arrested and TOT Main Jail.

**CASE:** 13-2403-000302 (Deputy Suarez)
**DATE/TIME:** 03/10/2024 @ 2127 hrs.
**LOCATION:** 4405 N Ocean Blvd (LBTS Public Parking Lot)
**ARRESTEE**: Damion Lavon Matthews BM DOB: 07/23/1976
**VICTIM:** Melisa M Comstock Adult Female, DOB: 10/05/1979
**INCIDENT:** Attempt Murder-Stabbing (Domestic Violence) (Arrest)
**SUMMARY:** Deputies responded to the Town Parking lot located at 4405 N. Ocean Drive and located the Victim bleeding profusely from the neck area while sitting inside the driver's seat of a parked white Jeep. A witness was also present and rendering first aid to the victim. Dep Pitulan provided additional first aid to the victim with his quick clot and to stop the victim's bleeding. Pompano Beach Fire Rescue arrived on scene and transported to the victim to North Broward. Witnesses observed an adult male suspect stab the female victim, then enter a black Ford Expedition, bearing Florida tag LRKE24, and flee the scene. Deputies learned that the subject was the father of the Victim's children, Damion Lavon Matthews. Det. Almodovar from the Violent Crimes Unit responded to the scene to conduct the investigation. Det Almodovar along with VCU team members, through investigative techniques, were able to locate the suspect and arranged for his surrender. The Victim remains in critical condition.

**CASE:** 13-2403-00420 (Roach)
**DATE/TIME:** 03/14/24 @ 1804 Hrs.
**LOCATION:** 250 Basin Dr
**SUSPECT:** Unknown
**VICTIM:** W/M Steven Burton 04/02/85
**INCIDENT:** Theft
**SUMMARY:** An unknown suspect removed an electric scooter from the front of the residence sometime after 1600 hrs. on Tuesday 03/12/24. The scooter did not have the battery pack in it making it inoperable. No serial numbers were available. The value was listed at $400.

**CASE:** 13-2303-000431 (Roach)
**DATE/TIME:** 03/14/24 @ 2244 Hrs.
**LOCATION:** 276 Commercial Blvd
**SUSPECT:** B/F Elsy
**VICTIM:** W/M Leonardo Zamora 10/07/80
**INCIDENT:** Theft
**SUMMARY:** The victim, who is a Lyft driver, picked up the suspect from Benihanas and drove her to Lauderhill. The victim advised he allowed the suspect to utilize his cell phone to look at the map, during which time he believes she accessed his CashApp and sent $180 to an unknown person. The victim did not realize money was sent until the suspect was dropped off.

**CASE:** 13-2403-00434 (Figueroa)
**DATE/TIME:** 03/15/24 @ 0103 Hrs.
**LOCATION:** 4400 Bougainville Dr
**ARRESTEE:** B/M McKeno Desmoulin 09/15/90
**INCIDENT:** Traffic Arrest-Felony (Arrest)
**SUMMARY:** A traffic stop was conducted after receiving an LPR alert. The driver had a suspended DL with eight convictions. Suspect was charged accordingly.

**CASE:** 13-2403-000509 (Deputy Ogando)
**DATE/TIME:** 03/17/2024 @ 1809 hrs.
**LOCATION:** 4319 N Ocean Drive – Parking lot
**VEHICLE**: White Nissan, FL 71ANBW
**ARRESTEE:** Virginia Romero, WF DOB: 09/15/1956
**INCIDENT:** Traffic Arrest/DUI (Arrest)
**SUMMARY:** Deputies were dispatched to the area reference a reckless driver; the vehicle was found in the Walgreens parking lot occupied by listed WF driver who was intoxicated. DUI unit responded, Dep Ogando arrested the driver for DUI, TOT the driver to BAT, then to BSO Main Jail.

**CASE:** 13-2403-000528 (Yates)
**DATE/TIME:** 031824 @ 1143
**LOCATION:** 1 Datura Ave
**VICTIM:** Kennah Evilsizer WF 06/19/98
**SUSPECT:** Tanner Cupples WM 12/06/99
**VEHICLE:** 2001 Toyota FJ FL tag BUX97
**INCIDENT:** Burglary Conveyance
**SUMMARY:** Victim runs snorkeling tours out of Datura Ave beach portal. Her company vehicle, 2001 FJ, was parked in the second spot west of the beach with the doors open while the victim was a few feet away. WM, later identified as Cupples entered the vehicle through the open driver's door and stole the victim's backpack that was on the front passenger seat. The burglary was

caught on surveillance video from the Windjammer Resort. After watching the video, the victim recognized Cupples as a customer of another business using portal and they provided a phone number. Dep. Yates contacted Cupples, and he admitted to the burglary over the phone and provided all his personal info, but stated he was in the process of getting on a plane to go home to Texas. Victim was compensated for her loss by the subject's brother and case was Exceptionally Cleared.

**CASE:** 13-2403-000535 (Deputy Suarez)
**DATE/TIME:** 03/18/2024 @ 1818 hrs.
**LOCATION:** 4401 W Trade Winds Ave
**INCIDENT:** Agg Battery Pregnant Female (Domestic Violence)
**ARRESTEE**: Darius L Chism BM DOB: 09/09/1995
**VICTIM:** Shaniya A James Adult Female
**INCIDENT:** Agg Battery Pregnant Female (Domestic Violence) (Arrest)
**SUMMARY:** The victim responded to the LBTS D13 Office to report a delayed Domestic Battery. The victim reported that she is currently 7 months pregnant with her boyfriend's unborn child. The victim reported that her boyfriend who knows that she is pregnant had struck her several times this past week over several disputes they had at various locations. The victim advised that last time she was struck by the defendant was sometime after 2am, Monday 03/18/24 while at the above location within the Town of LBTS. The victim had visible injuries. SVU was contacted and responded. Fort Lauderdale PD contacted the suspect at 5121 NE 18th Ave. Deputy Suarez responded to this location and arrested the suspect. Defendant was TOT to D13, interviewed by BSO CID, and TOT Main Jail.

**CASE:** 13-2403-000577 (Deputy Suarez)
**DATE/TIME:** 03/19/2024 @ 1751 hrs.
**LOCATION:** 4353 N Ocean Drive – Marathon Gas Station
**ARRESTEE**: Reyham Amal Issa WF DOB: 02/18/1999
**INCIDENT:** Crash/DUI (Arrest)
**SUMMARY:** Deputy Suarez was dispatched to the Marathon Gas station parking lot in reference to a crash investigation, with a possible drunk driver. Investigation revealed Subject got behind the wheel of her vehicle while intoxicated and backed into another vehicle. No injuries were reported. DUI task force responded. Subject arrested for DUI, DWLS and TOT Main Jail.

**CASE:** 13-2403-000616 (Dep Bickel)
**DATE/TIME:** 3/21/24 @ hrs.
**LOCATION:** 5450 N Ocean Blvd #25
**SUSPECT:** Unknown W/M
**VICTIM:** Michael Marton W/M 12/30/59
**INCIDENT:** Theft Bicycle
**SUMMARY:** On 3/20/24 at approximately 2300 hrs., a male suspect rode into the complex on a bicycle that appeared to be disabled. The suspect took the victim`s unlocked bicycle from under the stairwell and left the complex, towing the victim`s bicycle while riding the other. Value of bicycle, approx. $200. No serial number, witnesses, or latents were available. The incident was partially captured on surveillance video.

**CASE:** 13-2403-000669
**DATE/TIME:** 3/24/2024 @ 3:10PM
**LOCATION:** 107 Commercial Beach Pizza
**VICTIM:** Michael Jordan 9/12/84
**ARRESTEE:** Robert Knust 4/17/65
**INCIDENT:** Battery (Arrest)
**SUMMARY:** The Subject Robert Knust 4/17/65, did intentionally push the victim, Michael Jordan 9/12/84 in his chest. This caused the victim to fall back and hit his head on a stand-up cooler. This caused 3-4cm laceration to the back of his head resulting in several staples to close the wound. Knust was placed into custody and was transported to Main Jail.

**CASE:** 13-2403-000677 (Deputy Suarez)
**DATE/TIME:** 03/24/2024 @ 1750 hrs.
**LOCATION:** 4400 Block EL Mar Drive – Beach Front Area
**VICTIM**: Lazaro Picallo, W Adult Male
**INCIDENT:** Theft Cell Phone
**SUMMARY:** Deputy Suarez first made contact with the victim's daughter who lost a cell phone somewhere along the beach. Her father, the victim, a retired Miami-Dade LEO, conducted a find my iPhone search and discovered the phone pinging at a location in the City of Tamarac. Deputies from D7 responded to the location, however the phone was not located.

**CASE:** 13-2403-000738 (Deputy Boyian)
**DATE/TIME:** 03/27/2024 @ 0041 hrs.
**LOCATION:** N Ocean/Flamingo (Southbound)
**VEHICLE**: Black Pickup Truck
**ARRESTEE:** Aleksandar Kamber WM DOB: 07/15/1978
**INCIDENT:** Traffic Arrest/DUI -Reckless Driving (Arrest)
**SUMMARY:** Dep Boyian was conducting traffic enforcement per LBTS Ops **LS24-03-01**, and conducted a traffic stop on the listed driver's vehicle in reference to reckless driving. The driver appeared intoxicated and DUI taskforce Dep Guzman responded and conducted roadsides. Driver was determined to be DUI. Driver arrested and TOT Main Jail.

**CASE:** 13-2403-000814 (Deputy Alvarez)
**DATE/TIME:** 03/29/24 @ 2335 Hrs.
**LOCATION:** 4900 N. Ocean Blvd
**ARRESTEE:** W/M Dominick Falso 07/27/71
**INCIDENT:** Crash/DUI Arrest (Arrest)
**SUMMARY:** A single vehicle traffic crash occurred when the suspect was traveling north bound on Ocean Blvd in his 2020 Ford F150 with his wife. The driver lost control of his vehicle crashing into a traffic sign before hitting a tree. Both the driver and the passenger (wife) showed signs of being intoxicated, but no injuries were reported on scene. A DUI traffic unit was called to the scene, where the driver, Falso was placed into custody for DUI. Falso was transported to the Main Jail where his hand became swollen. Falso was taken to the hospital where it was discovered he had sustained a fracture to his left hand because of the crash. After being medically cleared, Falso was transported to the Main Jail.

**CASE:** 13-2403-000823 (Dep Bickel)
**DATE/TIME:** 03/30/24 @ 1428 hrs.
**LOCATION:** 6002 N Ocean Blvd (Sea Watch)
**SUSPECT:** Unidentified B/M burglar and unidentified vehicle driver
**VICTIM:** Haley Barlett W/F 6/11/05
**VICTIM:** Walter Bolanos W/M 4/3/79
**VICTIM:** Daniel Vazquez W/M 8/3/97
**VEHICLE:** Lexus ES 350, Chevy Malibu, Chevy Tahoe
**INCIDENT:** Burglary Conveyance
**SUMMARY:** Deputies responded to a delayed report of multiple conveyance burglaries. The valet reported having observed a 'large' black male walking through the parking lot and he shouted to 'scare him off.' The suspect then entered a dark unidentified sedan and fled in an unknown direction. An hour later, an employee noticed broken glass next to the vehicles and called 911 to report the crimes. The valet stated he recognized the suspect as being the same male he observed a week earlier 'casing' the parking lot. (No call was made to police at that time) A search of the parking lot revealed three vehicles had been burglarized by smashing out a window and reaching in to take valuables left in plain sight. A wallet, purse, and a backpack were all stolen which contained cash, credit cards, iPods, and a passport. The vehicles were processed, but no latents of value were recovered. While the scene was still active, one of the victims received notification her credit card was being used at the Publix in Wilton Manors. Det Koos contacted the Publix management and was able to have them preserve video and still images of the suspect in which he appears to be wearing a black or blue hoodie with the message "I Am Black History" imprinted on the front. Identity of subject using the stolen credit cards has been made. Investigation continues.

**CASE:** 13-2403-000842 (Dep. Yates)
**DATE/TIME**: 03/30/24 1600-2300
**LOCATION:** 4345 El Mar Dr (public restrooms)
**VICTIM:** Leonel Munera WM 04/15/69
**SUSPECT:** Unknown
**INCIDENT:** Theft Bicycle
**SUMMARY:** Munera's unknown make/model/color bicycle, was stolen from bike rack, in front of public restrooms, where it had been locked up. No known suspects or witnesses.

## MONTHLY ARREST LOGS:

| Misd/Fel | Charge | Streetnbr | Street |
|---|---|---|---|
| Fel | Aggravated Battery-Offender Knew Victim was Pregnant | 4401 | W Trade Winds Av |
| Fel | Attempted Felony Murder | 4405 | N Ocean Dr |
| Misd | Battery-Simple | 107 | Commercial Blvd |
| Fel | Battery on an Officer or Firefighter, EMT | 4 | Sunset Ln |
| Fel | Drive While License Suspended 3rd or subsequent Offense | 4449 | W Trade Winds Av |
| Fel | Drive While License Suspended 3rd or subsequent Offense | 200 | Commercial Blvd |
| Misd | DUI Alcohol or Drugs 1st Offense | 4319 | N Ocean Dr |
| Misd | DUI Alcohol or Drugs 1st Offense | 4353 | N Ocean Dr |
| Misd | DUI Alcohol or Drugs 1st Offense | 3724 | N Ocean Blvd |
| Misd | DUI Alcohol or Drugs 1st Offense | | N Ocean Dr/ Washingtonia |
| Misd | Abuse of 911 System/False Report | 1800 | S Ocean Blvd |
| Fel | Robbery by Sudden Snatching w/o a Weapon | 231 | Marine Ct |
| Fel | Warrant-Failure to Appear -Grand Theft | 4201 | N Ocean Dr |

## CRIME STATISTICS:

| CRIME | CURRENT MONTH | PRIOR MONTH | 2023 YTD | 2024 YTD |
|---|---|---|---|---|
| AUTO THEFT | 0 | 1 | 6 | 3 |
| BURGLARY-BUSINESS | 0 | 0 | 0 | 0 |
| BURGLARY-CONVEYANCE | 4 | 1 | 3 | 7 |
| BURGLARY-RESIDENCE | 0 | 0 | 0 | 0 |
| BURGLARY-STRUCTURE | 0 | 0 | 0 | 0 |
| FORCIBLE SEX | 0 | 0 | 0 | 0 |
| ARSON | 0 | 0 | 0 | 0 |
| ASSAULT-AGGRAVATED | 2 | 0 | 1 | 2 |
| HOMICIDE | 0 | 0 | 0 | 0 |
| ROBBERY | 1 | 0 | 0 | 1 |
| THEFT-GRAND | 0 | 7 | 12 | 9 |
| THEFT-PETIT | 8 | 2 | 9 | 13 |
| **TOTALS** | **15** | **11** | **31** | **35** |

**CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:**

| COP Activity | Total |
|---|---|
| Number of Volunteers | 28 |
| COP Hours Worked - Month | 138 |
| COP Patrol Miles - Month | 298 |
| COP Hours Worked - YTD | 319 |
| COP Patrol Miles - YTD | 762 |

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

| | |
|---|---|
| COP Beach Patrol Hours – Month | 38.5 |
| COP Beach Patrol Hours - YTD | 48.5 |

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

| | Month | 2024 YTD |
|---|---|---|
| Reserve Deputy - Days Worked | 7 | 12 |
| Reserve Deputy - Hours Worked | 89 | 126 |

**MONTHLY STAFFING AND STATISTICAL REPORT:**

The March 2024 Monthly Staffing and Statistical Report is attached.

# MONTHLY STAFFING AND STATISTICAL REPORT
# LAUDERDALE-BY-THE-SEA DISTRICT
**March 31, 2024**

## CURRENT STAFFING ALLOCATIONS

| Position | Budgeted Positions | Actual Positions | Vacant Positions |
|---|---|---|---|
| **District Chief** | 1 | 1 | |
| **Executive Lieutenant** | 1 | 1 | |
| **Sergeant** | 4 | 4 | |
| **Deputy Sheriff** | 19 | 18 | 1 |
| **Community Service Aide** | 1 | 1 | |
| **Administrative Specialist** | 1 | 1 | |
| **Clerical Specialist (P/T)** | 1 | 1 | |
| **TOTAL** | **28** | **27** | |

## PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

| Name | CCN | Status | Circumstances |
|---|---|---|---|
| Deputy Matthew Garner | 20124 | Assigned to SID | Transferred out of D13 |
| Deputy Kyran Ramcharan | 11990 | Assigned to D13 | Transferred in from D4 |
| Deputy Christopher Cathcart | 11979 | Assigned to D13 | Transferred in from D14 |
| Sgt. Brian Nicoletti | 13550 | SL | Medical |

## DETACHED PERSONNEL / LOCATION

| Name | CCN | Detached to | Reason | Hours |
|---|---|---|---|---|
| Deputy Manuel Alvarez | 14964 | QRF | Adjunct Training | 80 |
| Deputy Brian Swadkins | 15817 | Oakland Park | Parade | 3.5 |
| | | | **TOTAL** | **83.5** |

# Lauderdale by the Sea
# Monthly Activity
## March 2024

| Reports/Calls | |
|---|---|
| Miscellaneous Service | |
| Event Reports | 47 |
| Accidents | 15 |
| Calls for Service | 858 |

| Traffic | |
|---|---|
| Types of Citation | |
| Non-Moving / Moving Citation | 148 |
| Parking | 0 |
| Warnings | 139 |
| **Total Citations** | **287** |

| Arrests | |
|---|---|
| Type of Arrest | |
| Felony | 6 |
| Misdemeanor | 1 |
| Warrant (Felony) | 1 |
| Warrant (Misd.) | 1 |
| DUI (Misdemeanor) | 4 |
| NIC (Felony) | 0 |
| NIC (Misdemeanor) | 0 |
| DV (Felony) | 0 |
| DV (Misd.) | 0 |
| **Total Arrests** | **13** |

| Time Worked | |
|---|---|
| Hours Worked | |
| Bike Patrol | 4.75 |
| Court Overtime | 3 |
| Training Hours | 40 |
| Detached | 83.5 |
| Other Overtime | 92.5 |
| Days Worked | 31 |

| General | |
|---|---|
| FI | 5 |
| Truant | 0 |
| Truant Debriefed | 0 |
| Elder Link | 1 |

| Narrative |
|---|
| ATV/UTV: 637.5 Miles / 100.25 Hours<br>Reserve Deputies worked 7 shifts (89 hrs) |

# Town Commission Agenda Item Report

**Meeting Date:** April 30, 2024
**Submitted By:** Linda Connors, Town Manager
**Submitting Department:** Administration
**Item Type:** Town Manager Report
**Agenda Section:** TOWN MANAGER REPORT

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**Subject Title:** Town Manager Report

**Explanation:** Following is the Town Manager's Report for April 30, 2024.

### 1. Southern Living

Southern Living has included the Town as #6 on the list of their Best Girlfriend Getaways on the Coast! The article was written by the editor who Conceptual Communications coordinated a visit last year. The anticipated audience for this article is over 330,000 people. To read the article: https://www.southernliving.com/best-girlfriend-getaways-on-the-coast-8625009

### 2. Grant Applications FY24

**LBTS GRANT MANAGEMENT**

| Project | Grant Source | Amount | Date Applied | Date Response | Status | FY |
|---|---|---|---|---|---|---|
| **Vulnerability Assessment** | Resilient Florida | $200,000 | 9/1/2023 | Awarded - January 2024 | Staff Review of Contract Goals and Deliverables; Send back to State then Commission Approval ( July 2024) | 2023-2026 |
| **Tidal Flood Protection – Check Valves & Outfalls** | Resilient Florida | $135,000 | 9/1/2023 | July 1, 2024 | Awaiting State Funding Approval | 2023-2024 |
| **Beach Portal - Design** | FRDAP | $50,000 | 8/31/2023 | July 1, 2024 | Awaiting State Funding Approval | 2024-2025 |
| **Freidt Park** | FRDAP | $200,000 | 8/31/2023 | July 1, 2024 | Awaiting State Funding Approval | 2024-2025 |
| **Town Hall Complex Harding: Generator & Garage Doors** | FDEM/HMGP | $67,000 | 8/29/2023 | July 1, 2024 | Awaiting State Funding Approval | 2023 |
| **Community Center Renovation – Kitchen** | FL Div Cultural Affairs/ Cultural Facility Grant Program | $100,000 | 6/21/2023 | July 1, 2024 | Awaiting State Funding Approval | 2024-2025 |
| **Friday Night Music** | General Program Support Grant | $25,000 | 6/21/2023 | July 1, 2024 | Awaiting State Funding Approval | 2024-2025 |
| **Public Safety Building - Design** | FL State Appropriations | $1,000,000 | Nov 2023 | July 1, 2024 | Awaiting State Funding Approval | 2024-2025 |
| **Mobi-Mat – Cristelle Beach Public Portal** | AARP – Community Challenge Flagship Grant | $10,000 | 3/5/2024 | Mid-May 2024 | Awaiting Award Decision | 2024-2025 |

Courtney Easley, Assistant to the Town Manager, worked with staff and our grant consultant to put together a number of applications for the FY24 year. We have already been awarded a $200,000 grant to draft a vulnerability assessment which will help us when we apply for additional grant funding. With the assistance of our local legislators, we have also been notified that $1million is currently included in the state budget for the planning and design of a public safety facility. This funding, along with several other applications, is a part of the state budget, and we won't be certain of the actual award until the FY25 budget is signed. Finally, we applied for an accessibility mat for the north end of town through the AARP grant and are awaiting notification of award for this project. We continue to look and apply for grant funding to help offset the costs of town services and projects.

**3. Founder's Day Picnic**

This year the Town is celebrating our 75th Anniversary. While the standard calendar of events is being enhanced to acknowledge this special occasion, Town Staff also presented two additional events to be added to the scheduled programming – Taste of the Beach, which was hosted in March, and a Founders Day celebration, to be hosted in the Fall. At this time, the staff would like to propose the date of Saturday, October 5th to hold the Founder's Day event. This date coincides with the return of many of our part-time residents who have long called Lauderdale-By-The-Sea home, provides both staff and the Community ample time between this event and Boo! By The Sea (October 26th) and does not currently seem to conflict with any other major neighboring events around the area. The Founders Day celebration is intended to be a day for our community to come together and celebrate with food, local vendors and family-friendly entertainment.

Commission Action Required: Provide consensus regarding the October 5th event date.

**4. Surtax Update**

Broward County City Managers Association has been meeting with the County Administration to recommend changes to simplify and improve the municipal portion of the Surtax program. Some of these recommendations include streamlining the applications process and adding micro transit and road infrastructure repair and maintenance to the categories of projects that are eligible to receive funding. These issues have been very important to the Town as the projects that are most important to us currently do not qualify for funding. The County Administrator stated that the municipalities should expect a formal response to these requests within the next month. The Surtax subcommittee, of which Ken Rubach is a member, will continue to work closely with the County Administrator's office to continue to advocate for modifications to the program. Ultimately, the goal is to create a 3rd amendment to the agreement which will allow communities to have more options when applying for surtax funding. If a third amendment is approved, the changes would be implemented for the FY25/26 grant cycle.

**5. Circuit Route Expanded!**

Circuit continues to be a popular transportation option for our residents and guests with over 8,600 riders in March! As a reminder, the City of Fort Lauderdale entered into an agreement to provide Circuit for their Galt Ocean Mile residents and because of that, we are able to transport our riders to the Galt area. This area has expanded to include the Coral Ridge Mall.

So, if you have an interest in going shopping, you can now take Circuit!

**6. Upcoming Meetings**

| Meeting | Date | Time |
|---|---|---|
| Planning and Zoning Board | May 1, 2024 | 6:00 PM |
| Budget Workshop #1 | May 14, 2024 | 5:00 PM |
| Commission Meeting | May 14, 2024 | 6:30 PM |
| Code Compliance Hearing | May 23, 2024 | 5:00 PM |

**Recommendation:** N/A

**Exhibits:** None

Agenda Item No: 8.b.

# Town Commission Agenda Item Report

**Meeting Date:** April 30, 2024
**Submitted By:** Courtney Easley, Assistant to Town Manager
**Submitting Department:** Administration
**Item Type:** Town Manager Report
**Agenda Section:** TOWN MANAGER REPORT

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**Subject Title:** Business Outreach Team Report

**Explanation:**
This report highlights Business Outreach Team activities for the months of February and March 2024.

- Hand delivered Town Spring Break Safety Cards to 26 Town hotels and vacation rentals. The cards included information prohibiting digging holes, alcohol consumption, amplified music, animals. It also included a warning that there are no lifeguards on the beach.
- Worked with Fire Inspector to address sidewalk café layout, furniture arrangements, egress and heaters near landscaping.
- Sidewalk Cafes: Development Services began meeting with 8 downtown businesses to discuss and execute sidewalk café and outdoor dining agreements.
- New Business: The Juice Somm located at 235 Commercial Blvd opened in February 2024
- New Ownership: Mulligans is under new ownership. The new owner is Pier 14. Mulligans is located at 14 E. Commercial Blvd, Unit C.
- Town Topics Business Spotlight: Staff interviewed the owner of the Camera Clinic for the Business Spotlight in the Apr-May-June Town Topic newsletter. The Camera Clinic is celebrating 50 years In LBTS. It is family owned and operated and is located at 250-B Commercial Blvd. The Business Outreach Team will continue to spotlight Town business through the weekly Town Topics digital newsletter and the quarterly publication.

**Recommendation:**

**Exhibits:** None

Agenda Item No: 10.a.

# Town Commission Agenda Item Report

**Meeting Date:** April 30, 2024
**Submitted By:** Katrina Adler, Town Clerk
**Submitting Department:** Administration
**Item Type:** Approval of Minutes
**Agenda Section:** APPROVAL OF MINUTES

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**Subject Title:** Approval of Minutes for the April 2, 2024 and April 9 Special and Regular Meetings.

**Explanation:** Draft minutes for approval for the following meetings:

- 4-2-24 Special Commission Meeting
- 4-9-24 Commission Workshop
- 4-9-24 Regular Commission Meeting

**Recommendation:** Accept/Approve

**Exhibits:**
1. 4-2-24 Special Commission Meeting
2. 4-9-24 Commission Workshop
3. 4-9-24 Regular Commission Meeting

**DRAFT**

**TOWN OF LAUDERDALE-BY-THE-SEA**
**TOWN COMMISSION**
**MEETING MINUTES**
**Jarvis Hall**
**4505 Ocean Drive**
**Tuesday, April 2, 2024**
**6:30 PM**

## 1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred "Buz" Oldaker, Commissioner Theo Poulopoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, Assistant Finance Director Edner Saint-Jean, and Senior Special Events and Marketing Coordinator Katie Anderson.

## 2. PLEDGE OF ALLEGIANCE TO THE FLAG

## 3. INVOCATION

Rabbi Bentzion Singer gave the Invocation.

## 4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Vincent requested that Public Comment be postponed until after the new Town Commission has been seated.

## 5. PRESENTATIONS

Mayor Vincent invited Commissioner Oldaker to make any remarks at this time.

Commissioner Oldaker stated that all he has done during his tenure on the Commission was intended for the benefit of the Town, and emphasized the importance of public involvement in Town affairs and business. He thanked all present for the privilege of serving Lauderdale-By-The-Sea.

Mayor Vincent also thanked the Town's residents for their trust and support. He recognized the ongoing contributions of Town Staff as well as first responders, and thanked his family for their support as well.

## 7. PUBLIC SAFETY DISCUSSION

None.

## 8. TOWN MANAGER REPORT

None.

## 9. TOWN ATTORNEY REPORT

None.

## 10. APPROVAL OF MINUTES

None.

## 11. CONSENT AGENDA

None.

## 12. OLD BUSINESS

None.

## 13. NEW BUSINESS

### a. Certification of Election Results

Assistant to the Town Manager/Acting Town Clerk Courtney Easley stated that, pursuant to the Town Charter, the Town held an election on March 19, 2024 to elect the Town Mayor At-Large, Town Commissioner District 1/Seat 3, and Town Commissioner District 2/Seat 4. The results of the Town Election have been canvassed by the Broward County Canvassing Board in accordance with Section 102.141.

Today the Town received its certified election results from the Broward County Supervisors of Elections' Office. The results are as follows:

- Mayor At-Large: Edmund Malkoon received 765 votes, Ann Marchetti 666 votes, and Buz Oldaker 470 votes
- Commission District 1/Seat 3: Howard Goldberg received 778 votes, and John A. Graziano received 1093 votes
- Commissioner District 2/Seat 4: Ken Brenner received 727 votes, and Richard DeNapoli received 1142 votes

Staff recommends that the Commission formally accept the election results of the March 19, 2024 municipal election as provided by the Broward County Supervisors of Elections.

The Commissioners accepted the election results by unanimous consensus.

**b. Oath of Office**

Assistant to the Town Manager/Acting Town Clerk Easley continued that, pursuant to Section 2-61 of the Town Code, every official of the Town shall, before entering the duties of office, take and subscribe to an oath or affirm to be filled and kept in office by the Town Clerk. The newly elected officials will take the Oath of Office to fulfill the obligations of Code.

At this time Mayor-elect Edmund Malkoon was sworn into office as Mayor, and Commissioners-elect Richard DeNapoli and John Graziano were sworn into office as Commissioners. The new Mayor and Commissioners were seated at the dais.

Mayor Malkoon thanked Commissioner Oldaker and Mayor Vincent for their service to the community, and thanked the Town's residents for the trust they have placed in him as Mayor. He outlined some of the initiatives he hoped the Town to adopt going forward, including updates to the Strategic and Comprehensive Plans, establishment of a Charter Review Board, updating of landscape Code, and review of fee schedules.

Commissioner DeNapoli thanked the Mayor and his fellow and outgoing Commissioners, as well as the Town's voters and those who assisted him in seeking office.

Commissioner Graziano thanked the Town's residents and voters for the privilege of public service. He stated that he was in favor of full transparency and home rule by

Town government and Staff, as well as infrastructure improvements and traffic calming measures. He encouraged all members of the community to participate in the budget process.

Commissioner Poulopoulos congratulated the new Mayor and Commissioners, as well as the individuals who ran for office but did not win their elections, as they were participants in the democratic process. He urged all residents to be engaged in Town business.

Commissioner Strauss congratulated the new Mayor and Commissioners and recognized former Mayor Vincent and former Commissioner Oldaker for their leadership, character, and direction. He looked forward to the next two years.

### c. Personal Code of Conduct for the Town Commission

Assistant to the Town Manager/Acting Town Clerk Easley explained that in 2010, the Town Commission established a Code of Conduct for themselves, which was first signed in July of that year. Since that time, whenever a new Commission is seated, every Commissioner has signed the Code of Conduct and agreed to abide by it.

The Mayor and Commissioners signed the Personal Code of Conduct at this time.

## 6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Bob Fleischman, resident, congratulated former Mayor Vincent and former Commissioner Oldaker on their retirement and thanked them for their service to the Town. He briefly reviewed some of the business that has come before the Commission during their tenure, including infrastructure improvements, outsourcing of emergency services, expanded parking, and renovated the Downtown area, among others. He welcomed the new Mayor and Commissioners as well.

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

## 14. COMMISSIONER COMMENTS

Mayor Malkoon recommended that the Commission hold an organizational meeting immediately prior to the April 9, 2024 regular Commission meeting. The Commissioners agreed to this proposal by consensus.

## 15. ORDINANCES 1ST READING

None.

## 16. ORDINANCES 2ND READING

None.

## 17. RESOLUTIONS – PUBLIC COMMENTS

None.

## 18. QUASI JUDICIAL PUBLIC HEARINGS

None.

## 19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:25 p.m.

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Mayor Edmund Malkoon

ATTEST:

_____ _____

Katrina Adler, Town Clerk Date

**DRAFT**

**TOWN OF LAUDERDALE-BY-THE-SEA**
**TOWN COMMISSION**
**WORKSHOP MINUTES**
**Jarvis Hall**
**4505 Ocean Drive**
**Tuesday, April 9, 2024**
**5:30 PM**

## 1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 5:30 p.m. Also present were Commissioner Richard DeNapoli, Commissioner John Graziano, Commissioner Theo Poulopoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, Assistant Finance Director Edner Saint-Jean, Events and Marketing Manager Katie Anderson, and Town Clerk Katrina Adler.

## 2. PLEDGE OF ALLEGIANCE TO THE FLAG

## 3. DISCUSSION ITEM

### a. Discussion of Meeting Procedures

Mayor Malkoon explained that the purpose of today's workshop is to review the Town's meeting agendas, as well as to see presentations from Town Staff on current and planned projects.

Commissioner DeNapoli asked if there was any interest in amending the Commission's meeting time. There was consensus to make no amendment.

Town Manager Linda Connors advised that in the past, when a workshop was not scheduled on the same date as a regular meeting, the Commission had to determine a date which worked for everyone, which could be difficult. For this reason, workshops have been held prior to regular meetings over the past two years whenever possible. This can be changed if it is the Commission's desire.

Town Attorney Susan Trevarthen observed that it may be best to continue having workshops immediately prior to regular meetings, as adopting a change would commit the Commission to another time.

Commissioner Strauss commented that workshops are often scheduled to address specific issues that affect the entire community. He felt this can, at times, require special meetings on different nights from the regular meeting. Not changing the current policy would give the Commission the option of continuing their current practice.

There was consensus from the Commissioners to make no changes to workshop policy at this time.

Commissioner DeNapoli noted that there is no set number of members for the Audit Committee, although there have historically been three members and an odd number of members are recommended. Commissioner Graziano suggested the number of members be increased to five due to the importance of that Committee.

Director of Budget and Finance Lucila Lang recalled that there were three members of the Audit Committee when she began working for the Town. In 2023, the Town did not have an Audit Committee, as there were no individuals who volunteered to serve on that advisory body. She concluded that while five members would be a good size for the Committee, it is very difficult to find this many applicants.

Town Attorney Trevarthen stated that there are no limits on the membership of the Audit Committee; its membership is under the Commission's discretion pursuant to language in the Town Charter. Town Manager Connors pointed out that if five members are seated and the requirements are not changed, the Town could revert back to three members next year.

Mayor Malkoon asked if it is more productive to have larger membership. Director of Budget and Finance Lang replied that in the past, the Audit Committee has assisted the Town with the selection of a new auditing firm and has reviewed the draft audit with Town Staff and that firm.

Commissioner Graziano asked if applicants who have applied for seats on other advisory bodies have indicated a willingness to serve on the Audit Committee if they are not selected for their first choice. It was clarified that most of the applicants have already applied for seats on other advisory entities.

Town Attorney Trevarthen noted that this is an Item on the Town's regular meeting Agenda, and recommended that decisions on membership not be discussed at tonight's workshop. She also stated that the selection of an auditor requires a distinct process

pursuant to Statutes. In the past, a municipal elected official has been added to the Audit Committee, also as required by Statute, for service on a special Auditor Selection Committee. Once an auditor is selected, the special Committee is then disbanded.

Mayor Malkoon asked if meeting agendas should continue to include a progress report by the Town Manager. Town Manager Connors explained that when a previous Town Manager had reports which were tied to certain Action Plans, such as the Capital Improvement Plan, this was included on the Agenda; however, the existing Action Plan is outdated and has not been followed for a number of years. It was developed from the Town's strategic planning process. She concluded that her report incorporates what is being done in the Town and an additional separate report did not seem necessary.

Town Attorney Trevarthen advised that current language states the Town Manager "may make progress reports" rather than "shall make."

Commissioner Graziano recalled that at a recent meeting, there had been Commission discussion of bringing back the Action Plan. He felt there had been an indication that the Action Plan was a good idea which needed more discussion and contribution, as it itemized the Commission's aspirations.

Commissioner Poulopoulos stated that the agreement the Commission had reached at that time had been that most of the items that would have been included in the Action Plan were also likely to be included in the budget and would be discussed as part of that process.

Town Manager Connors pointed out that the Town's current budget includes the development of a Strategic Plan. The Action Plan which was previously used had been updated from a Strategic Plan created under the purview of a previous Town Manager, now significantly outdated. She suggested that once the Strategic Plan is developed, each item in that Plan could be itemized. Regular updates could be included as part of the Town Manager Report.

Commissioner Poulopoulos recommended that there be some type of rubric by which the Commission can measure the progress of a Strategic Plan or an Action Plan. Either document could be reviewed at the end of the year and it would be determined whether or not the Commission has met its goals and how to proceed toward any goals that have not been achieved.

Town Attorney Trevarthen recalled that the previous Strategic Plan not only showed progress toward specific objectives but also included specific requests by Commissioners or projects that were not in the Plan itself.

Commissioner Graziano returned to the discussion of the Audit Committee's membership, clarifying that his intent had been to include up to five members. Mayor Malkoon noted that there is an upcoming Agenda Item that addresses this issue, including how committee appointments are selected.

Town Attorney Trevarthen advised that there will be a Resolution on the regular meeting Agenda which allows the Commissioners to appoint members to the Audit Committee. She confirmed that there is no source which specifies that there would only be three members.

Commissioner DeNapoli observed that there is also no number of members which has historically been associated with the Town's Charter Review Board. Town Attorney Trevarthen explained that the Commission will create this Committee, including the makeup of its membership and the nature of the Committee's activities. They will also have an opportunity to name specific issues they would like that Committee to consider.

Commissioner DeNapoli asked if it might be possible for the Commission to make board or committee appointments in a more collaborative fashion, which would allow them to discuss recommendations for membership and arrive at a consensus. Mayor Malkoon recommended addressing this procedure further at the regular meeting, on which it is an Agenda Item.

Town Manager Connors asked if a new Resolution must be adopted for meeting procedures, even if no changes are proposed to those procedures as they currently exist. Town Attorney Trevarthen replied that there is no need to adopt a new Resolution.

Town Attorney Trevarthen added that there is a regular Agenda Item addressing Additions, Deletions, and Deferrals of Agenda Items, which occurs near the beginning of every meeting. A Commissioner who wishes to add to or move an Item on the current Agenda may request a change.

**b. Presentation from Administration Staff**

Town Manager Connors stated that the Administrative budget includes special events as well as front-office Staff. The Visitors Center is also included in this budget.

Upcoming discussions include the Strategic Plan, for which Staff will bring forward recommendations for consultants to assist them.

### c. Presentation from Finance Staff

Director of Budget and Finance Lang provided an overview of the Finance team, which consists of the Director, Assistant Director, and Senior Accounting Specialist. The Director's responsibilities include:

- Fiscal oversight and activities of the Town
- Providing recommendations to the Town Manager and Town Commission when developing the annual balanced budget
- Providing direction and management of the Finance team, including budgeting, auditing, risk management, and payroll
- Working with an outside auditor when preparing financial statements for the external audit

The Assistant Finance Director's responsibilities include:

- Disbursement and posting of activity, including bank reconciliation, credit card processing, Town card usage, and other functions

The Senior Accounting Specialist's responsibilities include:

- Receipt and processing of all invoices, including routing invoices to the appropriate Departments, receiving approvals, entering them into the financial software system, and issuing payment
- Working on payroll and interacting with the Town's payroll vendor for all payroll processing
- Processing all insurance deductible information

Director of Budget and Finance Lang advised that Finance Staff has just finished its audit, which typically begins in November, with a draft of the audit to be reviewed in February. The Town's auditor will attend the regular meeting and make a presentation.

Another item is the upcoming fiscal year (FY) 2024-2025 budget. Staff will begin holding workshops with the Commission in May and will act on their direction. Final budget meetings are scheduled for September 2024.

Mayor Malkoon asked if there are any additional financial software modules Staff is considering adding or changing. Director of Budget and Finance Lang replied that the automation of invoices is the next step to be considered.

Commissioner Poulopoulos recalled that in 2023, the Commission had addressed the budget in a different method from previous years, and asked if they would take the same approach in 2024, which involved examining line items prior to determining a proposed millage rate. Director of Budget and Finance Lang confirmed that this was correct, providing a brief overview of the planned 2024 budget process. The first budget workshop will be held in May and will present the items required for operations. The next workshop will be held in June and will present the costs associated with specific items in which the Commission was interested.

In July, Staff will receive information from the Broward County Property Appraiser's Office on property values within the Town. This will be reviewed in conjunction with millage rate options. Based on this information, the Commission will be able to determine the millage rate.

Mayor Malkoon noted that Staff will also prepare educational videos for the public in order to provide transparency on the budget process. Town Manager Connors noted that the first of these videos is already on the Town's website. Two additional videos are forthcoming.

**d. Presentation from Public Works Staff**

Deputy Town Manager/Public Works Director Ken Rubach stated that the Public Works Department comprises the majority of Town Staff, with 21 full-time Staff members across three divisions:

- General Fund division: this division covers most Public Works assets
- Sanitary Sewer Fund
- Parking Fund

Both the Sanitary Sewer Fund and Parking Fund are considered enterprise funds, which pay for themselves: for example, sewer rates fund the Town's ability to maintain and clean its sewer system. In addition to the Town's full-time Parking Staff, they also have contractual vendors which provide parking enforcement. The Town also has vendors to assist Staff with larger projects, such as beach maintenance, electrical work, and other items. Use of vendors allows the Town to access more manpower, equipment, and opportunities at a lower rate.

Public Works includes street and beach maintenance, landscaping, facility maintenance, electrical, roadways, and other tangible assets.

Deputy Town Manager/Public Works Director Rubach advised that a large part of the budgeting process for the Town's Capital Improvement Plan (CIP) involved the Bel Air seawall project, which was recently completed. Staff is currently working on plans for the Town's playground.

**e. Presentation from Development Services Staff**

Development Services Director Jhanelle Campbell stated that Development Services is comprised of the Building Department, Code Compliance, and Planning and Zoning. The Planning and Zoning Department also oversees business tax receipts (BTRs). There are three full-time employees in Planning and Zoning, and they also contract with Calvin Giordano, SafeBuild, and CAP Government.

Day-to-day operations in the Planning and Zoning Department deal with zoning questions, development applications, development, sign, and landscape permits, and items of a similar nature. The Building Department addresses things under the purview of Building Code, such as new construction, window and door replacement, water heaters, and other everyday items.

Code Enforcement addresses issues related to violations of Town Code.

Some of the projects which will be overseen by Development Services in FY 2023-2024 include:

- The Comprehensive Plan
- Streamlining the building permit process
- Ordinance issues brought before the Commission for consideration, including a Temporary Sign Ordinance and an Ordinance addressing how fence height is measured
- A new BTR system so owners can register online
- New sidewalk café configurations and meetings with Downtown businesses to review them
- Vacation rental map with live GIS
- Postcards to be sent to neighbors of vacation rentals when new applications are approved, so the neighbors are aware a vacation rental is on their street as well as of their options in reporting complaints

- Review and adjustment of the Town's fee schedule

## 4. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 6:11 p.m.

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Mayor Edmund Malkoon

ATTEST:

_____ _____

Katrina Adler, Town Clerk Date

DRAFT

**TOWN OF LAUDERDALE-BY-THE-SEA**
**TOWN COMMISSION**
**MEETING MINUTES**
**Jarvis Hall**
**4505 Ocean Drive**
**Tuesday, April 9, 2024**
**6:30 PM**

## 1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:30 p.m. Also present were Commissioner Richard DeNapoli, Commissioner John Graziano, Commissioner Theo Poulopoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, Director of Budget and Finance Lucila Lang, Assistant Finance Director Edner Saint-Jean, Events and Marketing Manager Katie Anderson, and Town Clerk Katrina Adler.

## 2. PLEDGE OF ALLEGIANCE TO THE FLAG

## 3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

## 4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Malkoon requested that an update by Ericks Consultants be added under Presentations.

## 5. PRESENTATIONS

### a. Ericks Consulting

Candice Ericks and Lauren Jackson, representing Ericks Consultants, advised that the recent Florida legislative session was extremely active. Ms. Jackson reported that a $117 billion budget was passed, including $1 million for the design of Lauderdale-By-The-Sea's public safety facility. She cautioned, however, that this budget has not yet been signed by the Governor.

A $900 million tax cut package was also passed, which included a 1.75% reduction to property insurance premiums. A proposal which would have allowed the examination of zip codes to determine whether or not they are competitive did not pass. Other addressing property insurance which passed allowed for the transfer of secondary homes from Citizens Insurance and into surplus lines.

State Representative Chip LaMarca's My Safe Florida Home legislation was expanded and funded at $200 million. A My Safe Florida Condominium program was passed which addresses funding for mitigation projects on condominiums. This pilot program was funded with $30 million. Broward County is a participant in this pilot program.

Ms. Jackson continued that legislation was passed which will preempt the Town's 2011 Ordinance addressing multi-family short-term rental properties. A similar Ordinance passed for single-family homes will remain grandfathered under the current legislation. The Ordinance related to multi-family properties will be replaced with a registration system as prescribed by the state. She advised that the Governor may be sympathetic to local control.

An Unauthorized Public Camping and Sleeping bill has also passed, which would make it illegal for individuals to sleep outside without a permit unless they are in their cars or on public camping grounds. This bill creates a civil cause of action for businesses that feel the presence of homeless persons may impede their businesses. She noted that although this is more of a county than a municipal issue, cities and counties will need to work together on the implementation of the bill. Broward County will need to designate an area in which individuals may sleep if they have temporary permits, but cannot do so in a specific municipality without that municipality's approval. The designated site will also require access to running water, behavioral health services, security, and other requirements.

Another bill passed by the Florida Legislature addresses residential permitting. The original legislation would have significantly reduced the time periods in which local government may review and respond to permit applications; however, the final bill reduced this time frame only by half. There was also language related to private providers in the bill, although its impact was reduced in the final product.

A sovereign immunity bill has failed, but Ms. Jackson noted that this is likely to come back in the next session, as it is a major issue.

Amendments to the Live Local Act have passed which are less friendly to local governments than originally proposed. The Florida Legislature is expected to continue to revisit this legislation in the future.

A homestead exemption, which will annually adjust these exemptions according to the CPI, is now slated for inclusion on the 2024 general election ballot. Another bill has passed which revisited the exemptions for local governments negotiated in the previous legislative session.

Commissioner Strauss requested additional information on the homestead exemption. Ms. Jackson explained that this legislation would adjust the portion of assessed value between $50,000 and $75,000 for CPI. This proposal will be on the November ballot and voters must support it at a 60% threshold in order for it to pass. If passed, this legislation is estimated to have a statewide impact of $22.8 million.

Commissioner Poulopoulos addressed sovereign immunity, noting that current cap is $200,000 to $300,000 for an individual and $300,000 per occurrence. Ms. Jackson stated that the goal had been to increase the individual cap from $300,000 to $500,000, with a CPI adjustment every five years which would be capped at 3%. Next year's session may include legislation which would increase these caps to $1 million.

Commissioner Graziano requested additional information on what can be expected in the next legislative session regarding vacation rentals. Ms. Jackson advised that this depends upon the Governor's actions on current legislation before him. Neither vacation rental property owners nor local governments lobbied for the bill, although there are some provisions in the bill that the owners like.

Should the Governor not veto the bill, Ms. Jackson advised that the Ericks team can meet with Town Staff and determine what can be done to address certain aspects of the bill.

Commissioner DeNapoli asked if extreme language is in the final version of the vacation rental bill. Ms. Jackson characterized the bill as "the lesser of extremes," pointing out that the House of Representatives' bill included more stringent content. The Senate bill provided for more reasonable fees and included an occupancy limit. While the consultants had advocated for more concessions, they never supported the bill.

Commissioner DeNapoli asked when the bill would take effect if the Governor signs or does not veto it. Ms. Jackson explained that the Florida Legislature has not yet sent the

bill to the Governor for action. The deadline for all legislation requiring the Governor's approval is July 1, 2024.

Commissioner DeNapoli requested feedback from the Ericks Consultants team on the reason behind the State Legislature's actions limiting home rule of vacation rentals. Ms. Jackson advised that for the last two sessions, the Senate President has pursued this type of legislation; however, this has been an ongoing battle since preemptions were first reversed in 2013.

Ms. Jackson continued that vacation rentals became a major issue at the state level under a previous Senate President; when it could not be passed during his tenure, the current Senate President crafted a different concept of the bill. She confirmed that there is an existing sentiment in the Legislature which does not favor home rule.

Ms. Jackson also noted that there has been litigation across the state which has influenced the Florida Legislature's stance on home rule regarding vacation rentals. She emphasized that the consultants know which representatives and senators are expected to be in leadership positions over the next six years and watch activity in their respective jurisdictions to see what may be forthcoming.

**b. FY23 – Annual Comprehensive Financial Report**

Director of Budget and Finance Lucila Lang recalled that the Town's previous fiscal year (FY) ended on September 30, 2023. The annual audit began soon thereafter and has been completed.

David Caplivski, representing audit firm Grau and Associates, thanked Town Staff for their assistance with the recent audit. The audit resulted in an unmodified or "clean" opinion, which is the best possible opinion. The Town is compliant regarding internal controls, financial reporting, and federal grant requirements, for all of which they received unmodified opinions.

Commissioner Strauss noted that there were no findings in the categories of financial statements, costs, or major federal programs. Mr. Caplivski confirmed that this is a positive response.

Mr. Caplivski added that the audit presented today is an annual comprehensive report, which is not required. The document is posted on the Town's and the State Auditor General's websites. Commissioner Graziano commended Grau and Associates' team.

## 6. PUBLIC COMMENTS

Deputy Town Manager/Public Works Director Ken Rubach explained that a new timekeeping system is being used which provides a visual display of the countdown on each commenter's time.

At this time Mayor Malkoon opened public comment.

Lori LeNoble, resident, reminded all present that turtle nesting season is underway. She emphasized the importance of enforcing regulations which support wildlife, including lighting compliance on private property and replacement of white lighting with colors. She reviewed regulations for flashlights, lounge chairs, dog encroachment on nests, digging of holes on the beach, and disruption of active nests.

Ann Marchetti, resident, recalled that a special meeting was held on February 27, 2024 regarding beach safety. At that time, former Mayor Chris Vincent had requested that Staff bring forward recommendations for beach safety. She asked when the public might see these recommendations.

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

## 7. PUBLIC SAFETY DISCUSSION

None.

## 8. TOWN MANAGER'S REPORT

### a. Town Manager Report

Town Manager Linda Connors advised that the Town has surplus fire apparatus which they had purchased for the Volunteer Fire Department (VFD). These items are not being used by Pompano Beach Fire and Rescue and are considered surplus.

Two organizations have requested that the Town donate its surplus truck. Another option would be auctioning off the equipment, which has an estimated value between $100,000 and $300,000. Town Manager Connors requested Commission direction on these options.

Mayor Malkoon recommended that items such as this be brought forward as actual Agenda Items, recalling that while previous Town administration has received correspondence from the two organizations regarding surplus equipment, the newer Commissioners would be less familiar with the request. He suggested that representatives of those organizations could be invited to address the meeting.

Mayor Malkoon also asked for clarification of the reason for the $100,000 to $300,000 range for equipment. Deputy Town Manager/Public Works Director Rubach explained that there is a clearinghouse for used fire equipment, to which he was referred by local Fire Departments. He confirmed that this entity was not willing to provide either a specific price or a narrower range unless the Town chooses the auction process, at which time the clearinghouse would receive a portion of the proceeds. Town Staff reviewed the clearinghouse's website to research the value of similar vehicles and determine a rough estimate.

Commissioner Poulopoulos asked if any entities have shown interest in purchasing the surplus equipment. Deputy Town Manager/Public Works Director confirmed that there has been no interest in purchase thus far. The organizations which have requested that the Town donate the vehicle are the Broward County Firefighting Academy and Pompano Beach, which is establishing a similar academy.

Commissioner Poulopoulos concluded that his preference would be for the equipment to be sold at auction, with the proceeds to go toward the public safety building. Commissioner Strauss agreed with this proposal, but noted that he would like to see more information regarding the clearinghouse. Commissioner Graziano also agreed with the auction option.

Commissioner DeNapoli also agreed, but asked for clarification of the minimum that would be charged by the auction clearinghouse. Deputy Town Manager/Public Works Director advised that the Town would be able to establish a reserve price, but would need to research the company further for additional details.

There was Commission consensus to bring this item back to the next meeting as an Agenda Item so there can be more robust discussion of the issue.

Commissioner Poulopoulos asked why a formal vote would be necessary when there is consensus from the Commissioners regarding the Town's options. Town Attorney Susan Trevarthen recalled that the Town Manager had requested direction from the

Commission and may take the consensus and follow up. If formal action is required, the item would come back to a later meeting.

Town Manager Connors also asked for Commission feedback regarding the recycling of glass, which was eliminated from the Town's recycling program a number of years ago. The Deputy Town Manager/Public Works Director had looked into the costs associated with this recycling, estimating that it would cost approximately .003 cents per home per month, or $174 total to the Town.

Commissioner Poulopoulos recalled that a representative of a waste management service addressed the previous Commission with regard to glass recycling, and pointed out that not all glass materials are recyclable, and the recycling of glass could come at a higher cost to the Town. Town Manager Connors confirmed that while the cost is higher, it is negligible. In addition, the Town no longer makes money through recycling, as it costs approximately $50,000/year. She suggested adding glass back to the recycling program to test its success.

Town Manager Connors continued that Staff is working to update its recycling brochures and other educational materials. Staff will also visit condominium boards and neighborhood associations to ensure all residents are aware of what can and cannot be recycled.

Commissioner Poulopoulos observed that the recycling program is voluntary and would not be imposed upon buildings such as condominiums, which use trash chutes.

The Commissioners agreed by consensus to return glass to the recycling program.

Town Manager Connors advised that the March 2024 Friday Night Music event was cancelled due to inclement weather. Because there are still funds in the budget for this event, she asked if the Commission would like Staff to add a date in June. It was determined that the event would be rescheduled for June 14, 2024.

Town Manager Connors also noted that a Little Free Library has been established at the Visitors Center. Information has been sent to hoteliers to encourage them to let their guests know it is available. It is registered on a worldwide map of Little Free Libraries.

A Special Magistrate meeting is scheduled for April 25, 2024, with the next Commission meeting scheduled for April 30, 2024. This date differs from the Commission's usual schedule. The following Commission meeting will be on May 14.

**b. January 2024 Finance Report**

**c. February 2024 Finance Report**

Director of Budget and Finance Lang stated that the reports consist of a brief update showing what has happened financially each month, including the system-generated revenue expenditure report and cash investment report. The system-generated report provides a list of each fund in different Departments, with the budgeted amount and monthly activity, as well as year-to-date information. The report also shows the percentage of what has been used from the budget thus far for each Department.

The cash investment report shows a list of the Town's accounts with financial institutions and shows balances, interest rates, interest paid for the month, and interest paid year-to-date. Director of Budget and Finance Lang noted that following discussions between the Town and Truist Bank, interest rates rose to 3.50% in December 2023.

Commissioner Poulopoulos recalled that at a previous meeting, the Commission had reviewed the November 2023 Parking Fund revenue and attributed its year-over-year decrease to inclement weather. Revenue was down another $4900 in December 2023, followed by decreases in January and February 2024. He asked if any reason other than weather could account for these decreases.

Director of Budget and Finance Lang explained that each month, she speaks with the Town's parking team and/or Deputy Town Manager/Public Works Director Ken Rubach to determine if they had noticed any factors that would result in a decrease. She has not heard any potential reasons other than weather.

Deputy Town Manager/Public Works Director Ken Rubach added that the Town has had several weeks of bad weather during a traditionally busy time of year. He pointed out that during mild weather, the Town's parking spaces are typically full.

Commissioner DeNapoli asked if the Town is on track with the FY 23-24 budget. Director of Budget and Finance Lang confirmed this.

## 9. TOWN ATTORNEY REPORT

None.

## 10. APPROVAL OF MINUTES

### a. Approval of Minutes for February 27, 2024 and March 12, 2024

**Commissioner Poulopoulos made a motion, seconded by Commissioner DeNapoli, to approve. Motion carried 5-0.**

## 11. CONSENT AGENDA

None.

## 12. OLD BUSINESS

None.

## 13. NEW BUSINESS

### a. Appointment of 24-25 Board of Directors – Broward League of Cities

Mayor Malkoon explained that the Broward League of Cities requests the appointment of a Director as well as First and Second Alternates. A general meeting, including a dinner and presentation, is held once per month, which can be attended by up to two members at no cost.

**Commissioner Strauss made a motion, seconded by Commissioner Graziano, for Mayor Malkoon to continue as representative for Lauderdale-By-The-Sea, with the First Alternate being Commissioner DeNapoli and the second Alternate being Commissioner Poulopoulos. Motion carried 5-0.**

### b. Appointment of Town Representative to the Hillsboro Inlet District

Commissioner Strauss explained that the Hillsboro Inlet District is a taxing district in Broward County which was designed for the purpose of dredging the Inlet. This district is also important in the bypassing of sand from the north to the south of the Inlet, which helps beaches in Lauderdale-By-The-Sea and Pompano Beach.

**Commissioner Poulopoulos made a motion, seconded by Commissioner DeNapoli, for Commissioner Strauss to continue as Town representative to the Hillsboro Inlet District. Motion carried 5-0.**

**c. Appointment of Town Representative to the Solid Waste Governing Board**

**Commissioner DeNapoli made a motion, seconded by Commissioner Poulopoulos, to nominate Commissioner Graziano. Motion carried 5-0.**

**d. Appointment of Town Representative to the Broward Metropolitan Planning Organization**

**Commissioner Poulopoulos made a motion, seconded by Commissioner Strauss, to nominate Commissioner DeNapoli. Motion carried 5-0.**

**e. Procedure for Making Board Appointments**

Town Manager Connors explained that this procedure was adopted following the 2014 election but can be changed if it is the will of the Commission. Each Commissioner, beginning at the left side of the dais and proceeding from left to right, nominates one member of the board until all seats are filled. None of the nominations require a second. At the conclusion of nominations to a given board, a motion is made and seconded, and the Commission votes to approve all nominations.

Board appointments for the Planning and Zoning Board and the Audit Committee are before the Commission tonight, and the Charter Review Board is scheduled to convene later in the year. Town Manager Connors clarified that the Charter Review Board is not required by the Town's Charter to be addressed prior to the second regular Commission meeting following the election, and appointments to that board are not scheduled for tonight's meeting.

When the Commission moves on to address the second board on the Agenda, the Commissioner sitting to the right of the last Commissioner to make an appointment on the prior board is the first to nominate an appointee to the second board. There are five members of the Planning and Zoning Board as well as two alternates, which means appointments will go through the full Commission once and begin again with the two alternates, followed by appointments to the Audit Committee.

Commissioner Poulopoulos commented that one option could be the addition of a required second to Commissioner appointments. He felt this could further validate the Commissioners' choices.

Commissioner DeNapoli also recommended a more collaborative approach to board appointments, such as discussion of prospective nominees. He pointed out that the Commissioners could still make their individual nominations following that discussion.

Commissioner Strauss requested clarification of the number of appointments that would be made for all three advisory bodies. He did not take issue with the suggestion of a more collaborative method.

Commissioner Strauss also asked if membership on the Planning and Zoning Board is limited to five members and two alternates, or if more than five members can be nominated. Town Attorney Trevarthen replied that the Planning and Zoning Board's membership is directly regulated by Code and limited to five members and two alternates.

Town Attorney Trevarthen continued that membership on the Audit Committee is open-ended and left to the Commission's discretion. In addition, there has been no previous discussion of the Charter Review Board or the makeup of its membership.

Commissioner Strauss also asked if an individual may serve on more than one advisory body. Town Attorney Trevarthen confirmed this can be done.

Commissioner DeNapoli asked if it is possible to appoint some members to one advisory body at today's meeting and additional members to that same body at a subsequent meeting. Town Attorney Trevarthen confirmed that this is permissible, but recommended that the Commissioners speak to Administrative Staff with any concerns or questions, as the Audit Committee advises Finance Staff during budget season.

Commissioner Graziano advised that while he was not a proponent of the collaborative approach, he was willing to cede to the other Commissioners' suggestions.

Town Attorney Trevarthen concluded that the members may have an initial conversation about each board, followed by the previously used process of making appointments from left to right along the dais. Motions of support for individual appointees would also require a second before that individual is appointed, and the full Commission must vote on the new members.

## 14. COMMISSIONER COMMENTS

Commissioner DeNapoli recalled that prior to the recent election, there was discussion of vacation rentals and how to regulate them. He advised that there will be an Agenda Item on this topic at the next meeting for further conversation about these properties. He added that Staff will need to research outlets such as Airbnb and Vrbo to determine if some vacation rentals in the Town are not properly registered, and suggested that the Town could send a letter to neighbors of currently registered vacation rentals as well as new properties. He noted that not all residents may be aware of their rights when dealing with vacation rentals.

Commissioner DeNapoli continued that the Commission will also review fee schedules and explore options for increasing Code Enforcement, particularly on weekends, as nuisances tend to occur then. He also observed that residents had reached out to him regarding traffic and speeding through residential neighborhoods and requested that a study on this topic be added to the next meeting as a future Agenda Item.

Town Manager Connors stated that she had requested the Development Services Director prepare an Agenda Item regarding vacation rentals; however, this will not be placed on an Agenda until May. In addition, the Town has hired a traffic consultant to work with Staff on studies in residential neighborhoods. This consultant has just turned in their draft report and Staff has asked them to look at a few other issues. This means the report cannot be brought forward at the next Commission meeting. Staff will reach out to the subject neighborhoods before asking the Commission for recommendations.

Commissioner Poulopoulos recommended that over the next few meetings, the Commission should undertake a very meaningful discussion of public safety on the Town’s beaches. He emphasized the need for a prompt significant response to the tragedy that recently occurred on the beach, and concluded that he was in favor of lifeguards on the beaches.

Commissioner Graziano addressed the legislative report heard near the beginning of the meeting, recommending that the Town use its communications tools to encourage residents to contact the Governor regarding Senate Bill (SB) 280, which would have a significant impact on two-, three-, and four-unit residences in Lauderdale-By-The-Sea. The bill would preclude the Town from continuing its own registration activities for vacation rentals.

With respect to traffic calming, Commissioner Graziano recalled that residents of Terra Mar Island had gone through an arduous approval process when requesting a speed

bump in their community. He asserted that the Silver Shores community needs traffic calming measures.

Commissioner Strauss commented that the Easter sunrise service on the beach had been spectacular and exemplifies what Lauderdale-By-The-Sea is about.

Mayor Malkoon extended condolences for the passing of resident Julie O'Connor, co-proprietor of the World Famous Cookie Shop.

Mayor Malkoon continued that he has begun implementing some of the priorities mentioned in the recent swearing-in ceremony, including public outreach to residents, a Mayor/Manager meeting, and scheduling of meetings with condominium and homeowners' associations, among other items.

## 15. ORDINANCES 1ST READING

None.

## 16. ORDINANCES 2ND READING

None.

## 17. RESOLUTIONS – PUBLIC COMMENTS

**a. Resolution 2024-12: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPOINTING MEMBERS TO THE PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

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

The Commissioners discussed their nominees and alternates to the Planning and Zoning Board, which included the following individuals:

- Ron Piersante (nominated by Mayor Malkoon, Commissioner Graziano, Commissioner DeNapoli, Commissioner Poulopoulos, and Commissioner Strauss)
- Bill Ferrante (nominated by Mayor Malkoon, Commissioner Graziano and Commissioner DeNapoli)

- Karen Sylvester (nominated by Mayor Malkoon, Commissioner Graziano, Commissioner DeNapoli, Commissioner Poulopoulos, and Commissioner Strauss)
- Jeff Goldman (nominated by Mayor Malkoon, Commissioner Graziano, Commissioner DeNapoli, and Commissioner Poulopoulos)
- Karen Blake (nominated by Mayor Malkoon, Commissioner Graziano, Commissioner DeNapoli, Commissioner Poulopoulos, and Commissioner Strauss)
- Patrick Ucci (nominated by Commissioner DeNapoli)
- Leslie Richardson (nominated by Mayor Malkoon, Commissioner DeNapoli, Commissioner Poulopoulos, and Commissioner Strauss)
- Brian Kuszmar (nominated by Mayor Malkoon and Commissioner DeNapoli)
- Justin Bartholomew (nominated by Commissioner Strauss)
- Roseann Minnet (nominated by Commissioner Poulopoulos)
- Patricia Omana (nominated by Commissioner Poulopoulos)
- Corey Andrews (nominated by Commissioner Poulopoulos)

The Commissioners determined by discussion and consensus to appoint the following individuals as members and alternates to the Planning and Zoning Board:

- Ron Piersante
- Karen Sylvester
- Karen Blake
- Leslie Richardson
- Jeff Goldman
- Bill Ferrante (first alternate)
- Patrick Ucci (second alternate)

Town Attorney Trevarthen noted that the procedure described earlier in tonight's meeting would require members to individually nominate and second each of the prospective members; however, she pointed out that the Commission had achieved consensus on membership already.

**Commissioner Strauss made a motion, seconded by Commissioner Graziano, to appoint the above individuals as indicated. Motion carried 5-0.**

**b. Resolution 2024-13: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE**

**APPOINTMENT OF MEMBERS TO THE AUDIT COMMITTEE; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

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

The Commissioners discussed their nominees and alternates to the Audit Committee, which included the following individuals:

- Christina Cuomo (nominated by Commissioner Strauss and Commissioner DeNapoli)
- Brian Kuszmar (nominated by Commissioner DeNapoli and Commissioner Graziano)
- Roseann Minnet (nominated by Mayor Malkoon, Commissioner DeNapoli, Commissioner Graziano, and Commissioner Poulopoulos)
- Karen Blake (nominated by Mayor Malkoon, Commissioner Strauss, and Commissioner Poulopoulos)
- Patrick Ucci (nominated by Commissioner Strauss)
- Jeff Goldman (nominated by Mayor Malkoon and Commissioner Poulopoulos)

Commissioner Strauss suggested that all Applicants for the Audit Committee might be seated, as there is no requirement of a specific number of people on that Committee. Town Attorney Trevarthen advised that this would be appropriate unless a Commissioner feels one or more of the Applicants was not a credible candidate.

The Commissioners determined by discussion and consensus to appoint the following individuals as members to the Audit Committee:

- Roseann Minnet
- Karen Blake
- Jeff Goldman
- Christina Cuomo
- Brian Kuszmar

**Commissioner Poulopoulos made a motion, seconded by Commissioner Graziano, to approve the above individuals as indicated. Motion carried 5-0.**

c. **Resolution 2024-14: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, DESIGNATING _____ AS VICE MAYOR; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

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

**Commissioner Poulopoulos made a motion, seconded by Commissioner DeNapoli, to designate Commissioner Strauss as Vice Mayor. Motion carried 5-0.**

## 18. QUASI JUDICIAL PUBLIC HEARINGS

None.

## 19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:35 p.m.

_____

Mayor Edmund Malkoon

ATTEST:

_____ _____

Katrina Adler, Town Clerk Date

Agenda Item No: 11.a.

# Town Commission Agenda Item Report

**Meeting Date:** April 30, 2024
**Submitted By:** Ken Rubach, Deputy Town Manager/Public Works Director
**Submitting Department:** Administration
**Item Type:** Resolution
**Agenda Section:** CONSENT AGENDA

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**Subject Title:** Resolution 2024-10: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A STATEWIDE MUTUAL AID AGREEMENT FOR DISASTER ASSISTANCE WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS AND AN EFFECTIVE DATE.

**Explanation:** The Emergency Management Act, chapter 252, Florida Statutes, provides each local government of the state with the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Essentially, if any one entity is overwhelmed in the event of an emergency, this agreement allows us to access resources from different governmental entities throughout the State of Florida.

In late 2023, the statewide mutual aid agreement between municipalities and state had a full re-write. Due to this, the State of Florida has required that every jurisdiction needs to re-sign this mutual aid agreement to be compliant and be covered under said agreement. If the agreement is not executed, we will be unable to receive mutual aid under this agreement during an emergency and would need to rely solely upon the Town's internal resources or our contracted vendors, such as Crowder Gulf, who is our emergency debris management services provider.

**Recommendation:** Approve Resolution 2024-10 Authorizing and directing the appropriate Town Officials to execute a Statewide Mutual Aid Agreement for disaster assistance with the Florida Division of Emergency Management.

**Exhibits:**
1. Reso 2024-10 Approval of Statewide Mutual Aid Agreement
2. Exhibit A- Statewide Mutual Aid Agreement
3. AG-2001-06-Statewide Mutual Aid Agreement

**RESOLUTION NO. 2024-10**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A STATEWIDE MUTUAL AID AGREEMENT FOR DISASTER ASSSITANCE WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS,** in 2001, the Town of Lauderdale-By-The-Sea ("Town") approved a Statewide Mutual Aid agreement via Resolution 2001-1483; and

**WHEREAS,** in late 2023, the State of Florida ("State") has updated the agreement and has requested that all jurisdiction approve the latest draft which is attached as Exhibit "A"; and

**WHEREAS,** based on the foregoing, Town Staff requests that the Town Commission approve the proposed Statewide Mutual Aid Agreement for the purpose of providing disaster assistance.

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

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

**Section 2**. **Agreement Approval.** The Town Commission approves the terms of the Statewide Mutual Aid Agreement for disaster assistance between the Division of Emergency Management and Town of Lauderdale-By-The-Sea and authorizes the appropriate Town officials to execute the document.

**Section 3**. **Authorization.** The Town Manager is authorized to execute the Agreement together with all changes, including substantial changes, which are acceptable to the Town Manager and Town Attorney.

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

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

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

**PASSED AND ADOPTED** this 30th day of April 2024.

_____
Mayor Edmund Malkoon

Attest:

_____
Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

## STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Florida Division of Emergency Management.

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes.*

H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.

L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.

N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .

C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

regardless of whether such costs are billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.***

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

---

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____

Clerk or Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney

## FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

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ATTEST:
CITY CLERK

By: _____

Title: _____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

**FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

**FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

**FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

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ATTEST:

BOARD OF TRUSTEES
OF_____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERISTY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

## FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

## FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

ATTEST:

BOARD OF TRUSTEES
OF_____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

**FOR ADOPTION BY A NATIVE AMERICAN TRIBE**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

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ATTEST:

By: _____

Council Clerk

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

**SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on_____.

BY: _____

TITLE: _____

DATE: _____

## STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT
## Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

*All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.*

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AG-01-6

July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

This Agreement between the DEPARTMENT OF COMMUNITY AFFAIRS, State of Florida (the "Department"), and all the local governments signing this Agreement (the "Participating Parties") is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the disaster with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, as amended, gives the local governments of the State the authority to make agreements for mutual assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Under the Act the Department, through its Division of Emergency Management (the "Division"), has authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

F. The existence in the State of Florida of special districts, educational districts, and other regional and local governmental entities with special functions may make additional resources available for use in emergencies.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I. Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which also may be called the Statewide Mutual Aid Agreement.

B. The "Participating Parties" to this Agreement are the Department and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

C. The "Department" is the Department of Community Affairs, State of Florida.

D. The "Division" is the Division of Emergency Management of the Department.

E. The "Requesting Parties" to this Agreement are Participating Parties who request assistance in a disaster.

F. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in a disaster to a Requesting Party.

G. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer for use as his or her headquarters during a disaster.

H. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Fla. Stat. (1999).

I. The "State Coordinating Officer" is the official whom the Governor designates by Executive Order to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order and the Comprehensive Emergency Management Plan.

J. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in a disaster, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

K. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of § 189.403(1), Fla. Stat. (1999), regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

L. An "educational district" is any School District within the meaning of § 230.01,

Fla. Stat. (1999), or any Community College District within the meaning of § 240.313(1), Fla. Stat. (1999).

M.. An "interlocal agreement" is any agreement between local governments within the meaning of § 163.01(3)(a), Fla. Stat. (1999).

N. A "local government" is any educational district and any entity that is a "local governmental entity" within the meaning of § 11.45(1)(d), Fla. Stat. (1999).

O. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, as amended.

ARTICLE II. Applicability of the Agreement. A Participating Party may request assistance under this Agreement only for a major or catastrophic disaster. If the Participating Party has no other mutual aid agreement that covers a minor disaster, it may also invoke assistance under this Agreement for a minor disaster.

ARTICLE III. Invocation of the Agreement. In the event of a disaster or threatened disaster, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party or from the Department if, in the judgment of the Requesting Party, its own resources are inadequate to meet the disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) days must be confirmed in writing by the Director of Emergency Management for the County

of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the disaster for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by the Director of Emergency Management for the County of the Requesting Party to either the Division or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Department, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. If any requests for assistance under this Agreement are submitted to the Division, the Division shall relay the request to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the Comprehensive Emergency Management Plan.

D. Notwithstanding anything to the contrary elsewhere in this Agreement, nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Department or by other agencies of the State of Florida for use in responding to a disaster pending the assignment of such personnel, equipment, supplies, services and other resources to a mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in

accordance with the Comprehensive Emergency Management Plan.

ARTICLE IV. Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V. Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable given its personnel, equipment, resources and capabilities. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form C attached to this Agreement, and the completion of Form C by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

ARTICLE VI. Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisors of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) days notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of catastrophic and major disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For minor disasters, the Requesting Party shall

be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, the Requesting Party shall to the fullest extent practicable coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment.

ARTICLE VII. Procedures for Reimbursement. Unless the Department or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. The Department shall pay the costs incurred by an Assisting Party in responding to a request that the Department initiates on its own, and not for another Requesting Party, upon being billed by that Assisting Party in accordance with this Agreement.

B. An Assisting Party shall bill the Department or other Requesting Party as soon as practicable, but not later than thirty (30) days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Department or the Requesting Party, as the case may be, protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) days shall constitute agreement to the bill and the items on the bill.

D. If the Department protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) days from the date of protest to present the bill or item to the original Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot agree with the Department or the Requesting Party, as the case may be, to the settlement of any protested bill or billed item, the Department, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Department or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party or any other official of an-

other Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Department, or if an Assisting Party has rendered assistance without being requested to do so by the Department, the Department shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency for the reimbursement of costs incurred by any Participating Party shall be made by and through the Department.

I. If the Federal Emergency Management Agency denies any request for reimbursement of costs which the Department has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Department, but the Department may waive such repayment for cause.

ARTICLE VIII. Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established for like equipment by the regulations of the Federal Emergency Management Agency, or at any other rental rate agreed to by the Requesting Party. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting

Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of the Federal Emergency Management Agency and applicable circulars issued by the Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Department and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays other than official holidays.

ARTICLE IX. Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X. General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting

Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for a proper preaudit and post audit thereof. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with applicable requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Department or the Division under this Agreement shall be sent to the Director, Division of Emergency Management, Department of Community Affairs, Sadowski Building, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form A attached to this Agreement. For the

purpose of this Section, any such communication may be sent by the U.S. Mail, may be sent by the InterNet, or may be faxed.

ARTICLE XI. Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall be automatically renewed one (1) year after its execution unless within sixty (60) days before that date the Participating Party notifies the Department in writing of its intent to withdraw from the Agreement.

F. The Department shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) days after its execution by the Department. Such amendment shall take effect not later than sixty (60) days after the date of its execution by the Department, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Department in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII. Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this

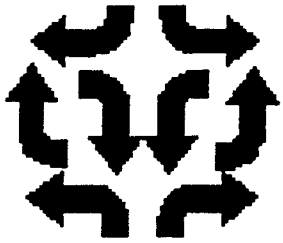
Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase or other portion of the Agreement shall remain in full force and effect, it being the intent of the Department and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable.

E. The waiver of any obligation or condition in this Agreement in any instance by a Participating Party shall not be construed as a waiver of that obligation or condition in the same instance, or of any other obligation or condition in that or any other instance.



July 31, 2000

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF COMMUNITY AFFAIRS
STATE OF FLORIDA

By: _____ Date: _____
Director

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY
STATE OF FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

RECEIVED
PREPAREDNESS & RESPONSE
2001 JUN 27 PM 3:39

July 31, 2000

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF COMMUNITY AFFAIRS
STATE OF FLORIDA

By: Craig Wolf
Director

Date: 7/9/01

ATTEST:
CITY CLERK

By: Linda Trautman

Title: TOWN CLERK

TOWN
CITY OF LAUDERDALE-BY-THE-SEA
STATE OF FLORIDA

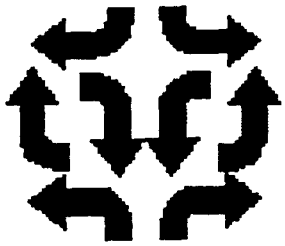
By: Ellen Bley

Title: MAYOR

Date: 6/18/01

Approved as to Form:

By: Mark Hall
City Attorney



July 31, 2000

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF COMMUNITY AFFAIRS
STATE OF FLORIDA

By: _____ Date: _____
Director

_____

_____ DISTRICT,
STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

July 31, 2000

POSTED DA

## STATEWIDE MUTUAL AID AGREEMENT

## FORM A

Date: June 18, 2001

Name of Government: Town of Lauderdale-By-The-Sea

Mailing Address: 4501 Ocean Drive

City, State, Zip: LBTS, FL 33308

Authorized Representatives to Contact for Emergency Assistance:

**Primary Representative**

Name: William Mason

Title: Municipal Services Director

Address: 4501 Ocean Drive, LBTS, FL 33308

**Day Phone:** 954-776-0576 **Night Phone:** 954-941-1225

**Telecopier:** 954-776-1857 **InterNet:**

**First Alternate Representative**

Name: Diann Stanton

Title: BSO District 13 Chief

Address: 4501 Ocean Drive, LBTS, FL 33308

**Day Phone:** 954-491-3920 **Night Phone:** 954-205-8195

**Telecopier:** 954-776-6291 **InterNet:**

**Second Alternate Representative**

Name: Jon Case

Title: Fire Chief

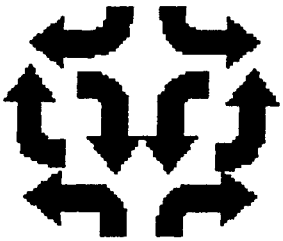
Address: 4501 Ocean Drive, LBTS, FL 33308

**Day Phone:** 954-772-8978 **Night Phone:** 954-491-0992

**Telecopier:** 954-776-1857 **InterNet:**

***PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR***

Return to:Department of Community Affairs-Division of Emergency Management
2555 Shumard Oak Boulevard - Tallahassee, Florida 32399-2100



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

**Form B**

**Date:** _____

**Name of Requesting Party:** _____

**Contact Official for Requesting Party:**

**Name:** _____

**Telephone:** _____

**InterNet:** _____

**1. Description of Damage:** _____

_____

_____

_____

**2. Emergency Support Functions:** _____

_____

_____

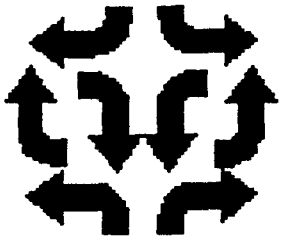
_____

**3. Types of Assistance Needed:** _____

_____

_____

_____



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

**Form B**

**4. Types of Resources Needed:**_____

_____

_____

_____

**5. Description of Infrastructure:**_____

_____

_____

_____

**6. Description of Staging Facilities:**_____

_____

_____

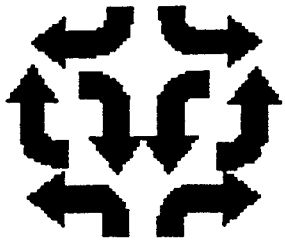
_____

**7. Description of Telecommunications Resources:** _____

_____

_____

_____



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

**Form B**

**8. Time, Place and Date to Deliver Resources:** _____

_____

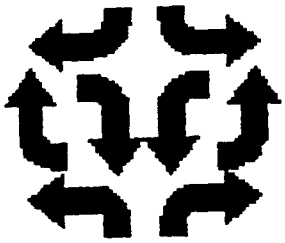
_____

_____

**9. Names of Supervisors for Requesting Party:** _____

_____

_____



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

**Form C**

**Date:** _____

**Name of Assisting Party:** _____

**Contact Official for Assisting Party:**

**Name:** _____

**Telephone:** _____

**InterNet:** _____

**1. Description of Resources :** _____

_____

_____

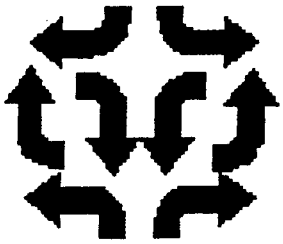
_____

**2. Estimated Time Resources Available:** _____

_____

_____

_____



July 31, 2000

STATEWIDE MUTUAL AID AGREEMENT

**Form C**

**3. Estimated Time and Date to Deliver Resources:**_____

_____

_____

_____

**4. Description of Telecommunications Resources:** _____

_____

_____

_____

**5. Names of Supervisors for Assisting Party:**

_____

_____

_____

# FLORIDA LEAGUE OF CITIES

## SPONSORED INSURANCE PROGRAMS

## DECLARATIONS

**I. DESIGNATED MEMBER:** **Town of Lauderdale-By-The-Sea**

Address: **4501 Ocean Drive**

**Laud.-By-The-Sea, FL 33308**

## II. COVERAGE PERIOD

From October 1, 2000 to September 30, 2001 12:00 Midnight Standard Time at the address of the Designated Member.

## III. AGREEMENT NUMBER

Florida Municipal Insurance Trust (FMIT) **FMIT # 0324**

## IV. ESTIMATED ANNUAL PREMIUM

| | Normal Premium |
|---|---|
| Florida Municipal Insurance Trust (FMIT) | **$247,490** |

Signature of Authorized Representative

11/22/00

Date

**REVISION NO. 1**

**RESOLUTION NO.** 2001/1483

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A STATEWIDE MUTUAL AID AGREEMENT FOR DISASTER ASSISTANCE WITH THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lauderdale-By-The-Sea has received a proposed Agreement, a copy of which is attached as **Exhibit "A"**; and

**WHEREAS**, the Town Administration has made a recommendation to the Town Commission to approve the proposed Statewide Mutual Aid Agreement for the purpose of providing disaster assistance.

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

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference. All exhibits attached hereto are hereby incorporated herein.

Section 2. The Town Commission approves the terms of the Statewide Mutual Aid Agreement for disaster assistance between the Department of Community Affairs and Town of Lauderdale-By-The-Sea and authorizes the appropriate town officials to execute the document.

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

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



JFK:ss 04/25/01
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**RESOLUTION NO.** 2001/1483

Section 5. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 24 day of April, 2001.

MAYOR OLIVER PARKER

ATTEST:

Town Clerk

**CERTIFICATION**

**I certify this to be a true and correct copy of the record in my office.**

**WITNESSED my hand and official seal of the Town of Lauderdale by the Sea, Florida**

**16 day of JUNE, 2001.**

**Town Clerk**



JFK:ss 04/25/01

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Agenda Item No: 12.a.

# Town Commission Agenda Item Report

**Meeting Date:** April 30, 2024
**Submitted By:** Linda Connors, Town Manager
**Submitting Department:** Administration
**Item Type:** Action Item
**Agenda Section:** OLD BUSINESS

---

**Subject Title:** Sandcastles for Sloan Campaign

**Explanation:** Following the untimely passing of Sloan Mattingly in February 2024, her family requested that we honor her by developing a beach safety campaign. Working directly with the Mattingly family, our public information team developed the *Sandcastles for Sloan* campaign (Exhibit 1). Sloan's favorite color (red) and animal (dogs) have been incorporated into the campaign materials. The toolkit, that will be shared with other coastal communities across the state and nation, includes beach signs, flyers, promotional items, social media messages, graphics, and an educational video that other towns can incorporate their logo into and share with their communities.

**Recommendation:** Review and approve the proposed safety campaign materials.

**Exhibits:**
1. Sandcastles for Sloan Campaign

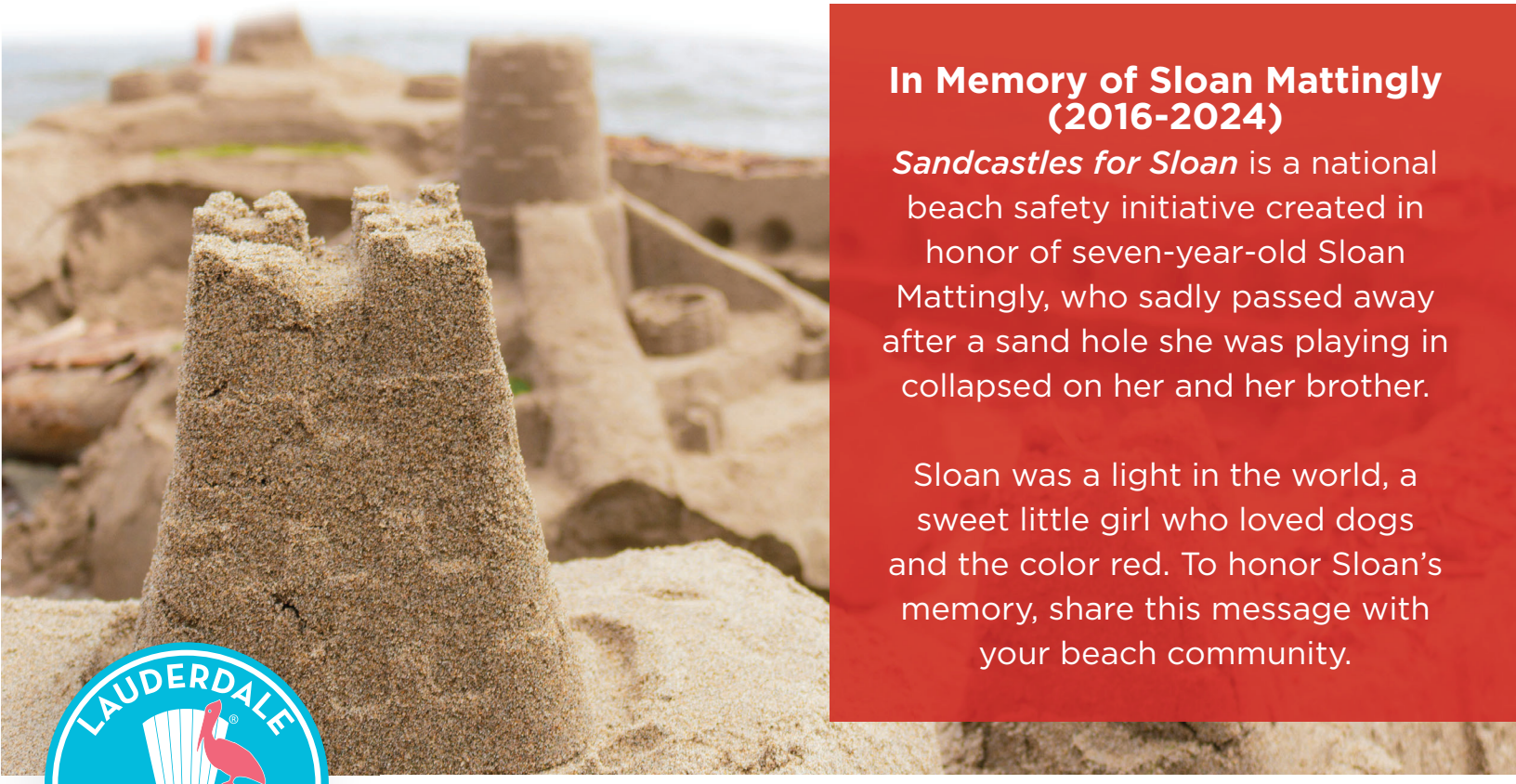
# DON'T DIG HOLES, BUILD SANDCASTLES INSTEAD.

SANDCASTLES FOR SLOAN

**Sand Safety Tips:**

- Sand holes can collapse quickly!
- Avoid digging deeper than knee height of the shortest person in your group.
- Fill in all holes after you are done playing.
- Don't let children put sand in their mouths.
- Wear shoes on hot days to keep your feet protected.

## THANK YOU FOR VISITING OUR BEACH, WE HOPE YOU ENJOY YOUR DAY IN THE SAND!



**In Memory of Sloan Mattingly (2016-2024)**

***Sandcastles for Sloan*** is a national beach safety initiative created in honor of seven-year-old Sloan Mattingly, who sadly passed away after a sand hole she was playing in collapsed on her and her brother.

Sloan was a light in the world, a sweet little girl who loved dogs and the color red. To honor Sloan's memory, share this message with your beach community.

LAUDERDALE BY THE SEA
Relax... You're Here.

www.lbts-fl.gov

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## In Memory of Sloan Mattingly (2016-2024)

***Sandcastles for Sloan*** is a national beach safety initiative created in honor of seven-year-old Sloan Mattingly, who sadly passed away after a sand hole she was playing in collapsed on her and her brother.

Sloan was a light in the world, a sweet little girl who loved dogs and the color red. To honor Sloan's memory, share this message with your beach community.

SANDCASTLES FOR SLOAN

# DON'T DIG HOLES, BUILD SANDCASTLES INSTEAD.

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LAUDERDALE BY-THE-SEA
Relax... You're Here.

## Sand Safety Tips:

- Sand holes can collapse quickly!
- Avoid digging deeper than knee height of the shortest person in your group.
- Fill in all holes after you are done playing.
- Don't let children put sand in their mouths.
- Wear shoes on hot days to keep your feet protected.

**THANK YOU FOR VISITING OUR BEACH,**
**WE HOPE YOU ENJOY YOUR DAY IN THE SAND!**

SANDCASTLES FOR SLOAN

# DON'T DIG HOLES,
## BUILD SANDCASTLES INSTEAD.

**Please DO NOT dig deeper than knee height of the shortest person in your group.**

LAUDERDALE BY THE SEA
Relax... You're Here.

**In memory of Sloan Mattingly**
**2016-2024**

# DON'T DIG HOLES, BUILD SANDCASTLES INSTEAD.

## Please DO NOT dig deeper than knee height of the shortest person in your group.

LAUDERDALE BY THE SEA
Relax... You're Here.

In memory of Sloan Mattingly
2016-2024

# DON'T DIG HOLES,
# BUILD SANDCASTLES INSTEAD.

**Please DO NOT dig deeper than knee height of the shortest person in your group.**

LAUDERDALE BY THE SEA
Relax... You're Here.

SANDCASTLES FOR SLOAN

**In memory of Sloan Mattingly**
**2016-2024**

Agenda Item No: 12.b.

# Town Commission Agenda Item Report

**Meeting Date:** April 30, 2024
**Submitted By:** Linda Connors, Town Manager
**Submitting Department:** Administration
**Item Type:** Presentation
**Agenda Section:** OLD BUSINESS

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**Subject Title:** Ordinance 2024-04: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5 “BEACHES AND WATERWAYS,” ARTICLE II “BEACH REGULATIONS” OF THE TOWN CODE OF ORDINANCES TO CREATE SECTION 5-38 “RECREATIONAL EXCAVATION OF SAND FROM THE DUNE OR BEACH;” PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

**Explanation:** At the February 27, 2024 Special Commission meeting, the Commission discussed digging on the beach and how the Town could regulate this occurrence. A review of municipal codes online for the South Florida area reveals inconsistent treatment of prohibiting or regulating recreational digging on the ocean beach (Exhibit 1). While few regulate digging at the ocean, many regulate digging in parks and some require holes to be filled or not removed from the natural resources.

If the Town is interested in prohibiting digging on the beach, we could add Section 5.38 to the Town Code to include a prohibition on removing sand from or digging at the beach to our current beach restrictions. The suggested language included in Ordinance 2024-04 (Exhibit 1) is:

**Sec. 5-38. – Recreational Excavation of Sand From the Dune or Beach.**
(a) It shall be unlawful and prohibited for any person to conduct, or permit to be conducted, any of the following activities upon the dune or beach, as defined herein:

1. To take, remove, mine, or excavate any sand, earth, or soil from any dune or beach, whether submerged or not, within the limits of the Town;
2. To dig a hole, trench, depression or other excavation in the sand of a dune or beach, whether submerged or not, deeper than eighteen (18) inches. It shall be unlawful to then depart from the area of digging without having first completely filled such hole, trench, depression or excavation.

Alternatively (or additionally), the Town could explore approaching county or state lawmakers

to adopt legislation addressing beach safety including recreational excavation, county or statewide. The marketing team has already developed the Sandcastles for Sloan campaign which we envision sharing with Visit Florida and other government entities statewide, so sharing this could be an introduction to the request for legislation.

**Recommendation:** Consider Ordinance 2024-04 on first reading and provide direction to staff.

**Exhibits:**

1. Ordinance2024-04 Digging on Beach

**ORDINANCE NO. 2024-04**

**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5 "BEACHES AND WATERWAYS," ARTICLE II "BEACH REGULATIONS" OF THE TOWN CODE OF ORDINANCES TO CREATE SECTION 5-38 "RECREATIONAL EXCAVATION OF SAND FROM THE DUNE OR BEACH;" PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town Commission of the Town of Lauderdale-By-The-Sea ("Town") desires to amend Chapter 5 "Beaches and Waterways," Article II "Beach Regulations" of the Town Code of Ordinances ("Code") regarding the recreational excavation of sand from the Town's dunes or beaches; and

**WHEREAS,** the Town has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and the Town Charter; and

**WHEREAS**, there have been instances of life-threatening emergencies relating to the recreational excavation of beach sand across the country, and in February 2024, a tragic and fatal accident occurred in the Town involving children being buried in a hole they were digging in beach sand; and

**WHEREAS**, the Town desires to revise its Code to establish safety regulations for the recreational excavation of sand on its dunes and beaches; and

**WHEREAS,** the Town Commission hereby finds that this Ordinance is in the best interest and welfare of the residents of and visitors to the Town.

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERADLE-BY-THE-SEA, FLORIDA, AS FOLLOWS:**[1]

**Section 1. Recitals.** Each of the above recitals are true and correct and incorporated herein by this reference.

**Section 2. Amendment of Chapter 5 of the Town Code.** Chapter 5 "Beaches and Waterways," Article II "Beach Regulations" of the Code is hereby amended to create Section 5-38 "Recreational Excavation of Sand From the Dune or Beach," which reads as follows:

**CHAPTER 5. BEACHES AND WATERWAYS**

* * *

**ARTICLE II. BEACH REGULATIONS**

* * *

**Sec. 5-38. – Recreational Excavation of Sand From the Dune or Beach.**

(a) It shall be unlawful and prohibited for any person to conduct, or permit to be conducted, any of the following activities upon the dune or beach, as defined herein:

(1) To take, remove, mine, or excavate any sand, earth, or soil from any dune or beach, whether submerged or not, within the limits of the Town;

(2) To dig a hole, trench, depression or other excavation in the sand of a dune or beach, whether submerged or not, deeper than eighteen (18) inches. It shall be unlawful to then depart from the area of digging without having first completely filled such hole, trench, depression or excavation.

Secs. 5-~~38~~39-5-50. Reserved.

***

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

**Section 3.** **Codification.** It is the intention of the Town Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Town's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

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

**Section 5.** **Conflicts.** All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

**Section 6.** **Effective Date.** This Ordinance shall become effective immediately upon final adoption on second reading.

**PASSED** on first reading on the _____ day of _____, 2024.

**PASSED AND ADOPTED** on second reading on the ____ day of _____, 2024.

_____
MAYOR EDMUND MALKOON

| | First Reading | Second Reading |
|---|---|---|
| Mayor Vincent | _____ | _____ |
| Vice-Mayor Strauss | _____ | _____ |
| Commissioner Poulopoulos | _____ | _____ |
| Commissioner DeNapoli | _____ | _____ |
| Commissioner Graziano | _____ | _____ |

ATTEST:

_____
Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

_____

Susan L. Trevarthen, Town Attorney

Agenda Item No: 12.c.

# Town Commission Agenda Item Report

**Meeting Date:** April 30, 2024
**Submitted By:** Ken Rubach, Deputy Town Manager/Public Works Director
**Submitting Department:** Administration
**Item Type:** Presentation
**Agenda Section:** OLD BUSINESS

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**Subject Title:** Beach Safety Report

**Explanation:** After the tragic events that occurred earlier this year, the Commission directed staff to look into ways we could enhance the safety of guests on our beach. Staff have reached out to local beachfront communities within Broward County and across the state to gather data on their ocean rescue services, levels of beach coverage, and possible alternatives to the traditional ocean rescue patrols.

Below are the Town Beach statistics:

- The Town has approximately 2.5 miles (4,400 yds) of beachfront.
- The Town has 8 public beach access points on El Mar Drive between Palm Ave and Pine Ave.
- There are 3 additional beach access points located at Flamingo Ave, 6002 N. Ocean (Seawatch), 1700 S. Ocean (Cristelle).
- The farthest distance between public access points: Flamingo to Cristelle- 1.9 miles (3,344 yds).
- The distance from Pine Ave to Palm Ave: .91 Miles (1,602 yds).
- The distance from Pier to El Prado: .18 Miles (317 yds).

**Lifeguard Information Local Beaches**

Below is a table providing information regarding local beaches in our area within Broward County* and Palm Beach County. These tables reflect approximate beach lengths, hours of lifeguard operations, and number of lifeguard stations. For ease of comparison, the total number of guarded beaches per community has been combined and the number of stations includes those provided by municipal, county and state governments in the totals listed. The information provided is an approximation derived from public websites and budget documents.

Table 1 - Broward County

| City | Amount of Beach Guarded | Number of Towers | Ratio Tower: Yard | Hours | Population |
|---|---|---|---|---|---|
| Deerfield Beach | 1,760 yds | 9 | 1:195 | 9:00 am – 5:00 pm | 87,032 |
| Pompano Beach | 1,200 yds | 8 | 1:150 | 9:00 am – 4:45 pm EST 9:00 am – 6:45 pm DST* | 113,088 |
| Fort Lauderdale | 5,280 yards | 20 | 1:264 | 9:45 am – 7:00 pm 9:15 am – 6:00 pm FALL | 185,416 |
| Hillsboro Beach | Not Guarded | | | | 1,959 |
| Dania Beach | 749 yds | 5 | 1:150 | 9:00 am – 5:00 pm | 31,658 |
| Hollywood | 7,920 yds | 28 | 1:282 | 9:00 am – 5:00 pm EST 9:00 am – 6:00 pm DST | 153,096 |
| Hallandale Beach | 1,443 yds | 4 | 1:361 | 9:45 am – 5:00 pm EST 9:45 am – 6:00 pm DST | 41,299 |

DST - Daylight Savings Time EST - Eastern Standard Time

Table 2- Palm Beach County

| City | Amount of Beach Guarded | Number of Towers | Ratio Tower: Yard | Hours | Population |
|---|---|---|---|---|---|
| Boca Raton | 3696 yds | 21 | 1:173 | 9:00 AM - 5:00 PM EST 9:00 AM - 6:30 PM DST | 99,222 |
| Riviera Beach | 545.6 yds | 1 | 1:280 | 9:00 AM – 5:20 PM EST | 38,546 |
| Delray Beach | 2288 yds | 8 | 1:478 | 9:00 AM – 6:30 PM EST | 67,407 |

| | | | | | |
|---|---|---|---|---|---|
| Gulf Stream | 200 yds | 1 | 1:200 | 9:00 AM – 5:20 PM EST | 953 |
| Juno Beach | 617 yds | 2 | 1:308 | 9:00 AM – 5:20 PM EST | 3,887 |
| Palm Beach | 1438 yds | 4 | 1:359 | 9:00 AM – 5:20 PM EST | 9,238 |
| Ocean Ridge | 664 yds | 1 | 1:200 | 9:00 AM – 5:20 PM EST | 1,836 |
| Boynton Beach | 327 yds | 3 | 1:109 | 9:00 AM – 5:00 PM EST | 81,474 |
| Tequesta | 200 yds | 1 | 1:870 | 9:00 AM – 5:20 PM EST | 6,104 |
| North Palm Beach | Not Guarded | | | | 13,089 |
| Lake Worth Beach | 464 yds | 3 | 1:255 | Not Listed | 43,183 |
| Lantana | 250 yds | 1 | 1:250 | 9:00 AM – 5:00 PM EST | 12,086 |
| Palm Beach Shores | 119 yds | 1 | Not Listed | | 1,328 |

*Palm Beach County addresses lifeguards differently than Broward County, with the County and State providing lifeguard stations on municipal beaches in several instances.

**Costs**

Some cities operate Ocean Rescue/Lifeguard operations from their Parks and Recreation Department budget, while others operate these services from their Public Safety Department budget or Fire Department budget, for example.

Based on information itemized in the budgetary expenditures of several municipalities in the South Florida area, the estimated budgetary range associated with Ocean Rescue/Lifeguard operations can range anywhere from approximately $49,300 per 100 yards of guarded beach to $228,900 per 100 yards of guarded beach. Presumably, the costs involved are heavily influenced by factors like the number of full-time, part-time, and/or on-call lifeguards, as well as leadership employed (part or full time) in Ocean Rescue/Lifeguard endeavors (i.e. employment of chiefs, captains, lieutenants, supervisors, officers etc.). Please note that these cost ranges set forth above are approximations for the purposes of providing an estimation. As an example the median cost based on this survey would be approximately $139,100 per 100 yards of guarded beach. If the area from El Prado Park to the pier were guarded the estimated costs for yearly operations would be $417,300. As mentioned previously, this should be used for estimation purposes only and is not a guarantee of what actual operational costs would be.

Overall, the primary cost associated with Ocean Rescue/Lifeguard operations can be attributed to personnel. Of the information and approximations obtained, personnel costs may account for anywhere from approximately 69% to nearly 87% of the annual budgeted amount for a municipality's Ocean Rescue/Lifeguard services.
Below is an estimation of salaries of lifeguards from beaches across the state, based on a salary survey obtained by staff. Please note these are estimated base salaries and do not include incentive pay for additional certifications such as being an EMT, or any additional costs associated with full-time employee benefits.

| Jurisdiction | Postiton Title | Approximate Hourly Rate(s) |
|---|---|---|
| Boca Raton | Lifeguard- Full Time (FT) | $19.35-$33.30 |
| Boca Raton | Lifeguard- Part Time (PT) | $18.57-$31.83 |
| Dania Beach | Lifeguard- FT/PT/On-Call | $22.41-$34.77 |
| Deerfield Beach | Lifeguard- FT/On-Call | $22.25-$35.60 |
| Delray Beach | Lifeguard- FT/PT | $18.65-$33.55 |
| Hallandale Beach | Lifeguard- FT | $20.15-$30.80 |
| Hallandale Beach | Lifeguard- PT | $20.15-$25.15 |
| Lantana | Senior Lifeguard | $21.76-$25.95 |
| Lantana | Lifeguard I/II | $17.50-$21.35 |
| Manatee County | Lifeguard/On-Call | $18.70-$28.67 |
| Manatee County | Lifeguard I | $18.69-$25.99 |
| Manatee County | Lifeguard II | $20.45-$28.65 |
| Martin County | EMT/Lifeguard | $20.37-$33.38 |
| Palm Beach County | Lifeguard- FT/PT | $19.89-$32.62 |
| Pinellas County | Lifeguard/Senior Lifeguard | $16.75+-$17.75+ |
| Sarasota County | Lifeguard | $19.13-$28.11 |
| St. Lucie County | Lifeguard- FT/PT | $19.51+ |

**Other Cost Components**
The next largest expense associated with lifeguard operations are the physical lifeguard towers themselves, which are not only costly but also not always readily available. They can

range greatly in price from $80,000 for a simple white fiberglass unit (simple tower example – photo 1) to upwards of $130,000 for decorative towers, like those seen in the City of Pompano Beach and the City of Miami Beach (examples - photos 2 and 3), depending on design. Please note that these price ranges are approximations and provided as a basis for a rough estimate of the Town's potential costs.

*Simple Tower Example*

(Photo 1)

*Decorative Towers Example*

(Photo 2)

(Photo 3)

Additional costs associated with a lifeguard tower would also include emergency equipment such as oxygen kits, first aid/medical kit, a backboard/c-collar bag, and a rescue board. In addition to these items, All Terrain Vehicles (ATVs) (single driver unit) / Utility Task Vehicles (UTVs) (side by side unit), trucks, and jet skis are other costs for consideration. Placement of

towers would be dependent on the availability of public land and potentially might require agreements with private property owners to provide adequate coverage.

**Alternative to Ocean Rescue/Life Guards**

There is at least one Florida city that utilizes a different approach to providing enforcement services on the beach by instead employing seven (7) Beach Specialists for its Beach Patrol unit, which is under the direction of the Police Department. These non-sworn personnel patrol 8 miles of beach with approximately 40 beach access points and act as Beach ambassadors to enforce City Ordinances. Should there be an incident that requires an emergency response, such as a medical emergency or drowning incident, they would contact the appropriate personnel (BSO or Pompano Fire/Rescue as applicable) to assist.

The cost per 100 yards of beach for this approach is estimated to be approximately $6,500 based on Naples experience. Please note that this is an approximate estimation provided for the purposes of a sample rough estimate.

It is important to note that should the Town select a similar option for a code enforcement/beach ambassador type role, this would *not* provide assistance for in water emergencies/water rescue scenarios. In this option, the role would simply be to enforce beach policies on land.

**Next Steps**

Staff is requesting that the Commission provide direction on the next steps in the process of addressing the possibility of providing greater enforcement services on the beach. Below we have outlined several options for your consideration/discussion. The Commission may be interested in any combination of potential options or generating additional options. The following is by no means an all-inclusive list but should be seen as providing a framework to assist with your deliberations.

**Options for Providing Greater Enforcement Services on the Beach**

Option 1: Request Staff to work with the City of Pompano Beach to provide Ocean Rescue options as an amendment to the existing Fire Contract. (The fire rescue contract between the Town and the City of Pompano Beach included an option to add lifeguards at a later date under separate contract or as an amendment to the current contract).

Option 2: Request Staff to issue an RFP/RFQ to surrounding communities to see if they would provide Ocean Rescue services to the Town and to ascertain the costs associated with this endeavor.

Option 3: Request Staff to further investigate a Beach Patrol option as utilized by at least one other Florida municipality and to ascertain the costs associated with this endeavor.

**Recommendation:** Staff is requesting the Commission provide direction on the next steps.

**Exhibits:** None

Agenda Item No: 15.a.

# Town Commission Agenda Item Report

**Meeting Date:** April 30, 2024
**Submitted By:** Linda Connors, Town Manager
**Submitting Department:** Administration
**Item Type:** Ordinance
**Agenda Section:** ORDINANCES 1St Reading

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**Subject Title:** Ordinance 2024-03: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 3, VOLUNTEER FIREFIGHTERS' PENSION PLAN TO TERMINATE THE TOWN OF LAUDERDALE-BY-THE-SEA VOLUNTEER FIREFIGHTERS' PENSION PLAN; AMENDING SECTION 2-136 "PENSION PLAN CONTINUED, DEFINITION," 2-137, "BOARD OF TRUSTEES," 2-149 "DISTRIBUTION OF BENEFITS," AND 2-143.1, "DEFINED CONTRIBUTION COMPONENT" TO ADOPT PROCEDURES AND CRITERIA FOR TERMINATING THE PLAN; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

**Explanation:** The Town maintains a defined benefit pension plan for its volunteer firefighters, which is known as the Town of Lauderdale-By-The-Sea Volunteer Firefighters' Pension Plan (the "Pension Plan"). Due to the Town's transfer of fire rescue, suppression and prevention services to Pompano Beach, the Town provided notice to the Board of Trustees of the Pension Plan that it is initiating the process of terminating the Pension Plan. The Board of Trustees subsequently approved the termination of the Pension Plan and, therefore, in accordance with Section 2-152 of the Town's Code and Section 175.361, Florida Statutes, the distribution of nonforfeitable accrued benefits, the payment of liabilities and the liquidation of residual assets shall occur. June 1, 2024 has been identified as the anticipated benefits' distribution date but all wind-up activities shall conclude no later than September 1, 2025. Ordinance 2024-03 (Exhibit 1) is required to repeal the current plan and adopt the procedures for terminating and closing it.

Recognizing that the Board of Trustees decided to distribute the Plan's asset value by lump sum payment instead of maintaining another or substituted plan, the Town Manager recommends that excess premium tax revenues received from the state in the amount of $167,928 be paid into the firefighters' defined contribution accounts (i.e., Share Accounts), and that any amounts received thereafter in excess of $95,764 also be distributed to the firefighters. The Town will use $95,764, also known as the base amount, to reduce its actuarial liability. The use of excess premium tax revenues to fund the Share Accounts will not result in an additional expense to the Town, as the Plan has sufficient funds to windup so the excess premium tax revenues constitute left over monies and will have no actuarial impact on the

Plan. An actuarial impact statement will be provided by the Plan's actuary before final reading.

**Recommendation:** Approve Ordinance 2024-03 and set second reading for May 14, 2024.

**Exhibits:**

1. Ord 2024-03 VFD Pension Plan Termination - LBTS

**ORDINANCE 2024 - 03**

**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING CHAPTER 2, ARTICLE V, DIVISION 3, VOLUNTEER FIREFIGHTERS' PENSION PLAN TO TERMINATE THE TOWN OF LAUDERDALE-BY-THE-SEA VOLUNTEER FIREFIGHTERS' PENSION PLAN; AMENDING SECTION 2-136 "PENSION PLAN CONTINUED, DEFINITION," 2-137, "BOARD OF TRUSTEES," 2-149 "DISTRIBUTION OF BENEFITS," AND 2-143.1, "DEFINED CONTRIBUTION COMPONENT" TO ADOPT PROCEDURES AND CRITERIA FOR TERMINATING THE PLAN; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lauderdale-By-The-Sea (the "Town") maintains a defined benefit pension plan for its volunteer firefighters, which is known as the Town of Lauderdale-By-The-Sea Volunteer Firefighters' Pension Plan (the "Plan"); and

**WHEREAS,** due to the transition of fire rescue, emergency medical, suppression and prevention services from its volunteer firefighters to a neighboring municipality, the Town provided notice to the Board of Trustees of the Plan that it is initiating the process of terminating the Pension Plan in accordance with Section 2-152 of the Town's Code of Ordinances (the "Code") and Section 175.361, Florida Statutes, and

**WHEREAS**, the Plan's Board of Trustees has approved the termination of the Plan; and

**WHEREAS**, Section 2-152 of the Code and Section 175.361, Florida Statutes, both provide that the accrued benefits of the Plan Members are nonforfeitable in the event the Plan is terminated; and

**WHEREAS**, the Town Commission desires to amend and clarify the provisions of the

Plan related to its termination as provided for in this Ordinance, but only if such amendments will take effect in a way that includes the distribution of nonforfeitable accrued benefits to the Members and any eligible Beneficiaries.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:**[1]

**Section 1. Recitals.** The foregoing "Whereas" clauses are ratified and confirmed as being true, correct and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance

**Section 2. Amending Chapter 2.** Chapter 2, "Administration," Article V, Employee Benefits, Division 3, Volunteer Firefighters' Pension Plan, is hereby amended to read as follows:

DIVISION 3. - VOLUNTEER FIREFIGHTERS' PENSION PLAN

***

**Sec. 2-136. Pension plan ~~continued~~ terminated; definitions.**

(a) *Pension plan ~~created and continued~~ termination.* The Town of Lauderdale-By-The-Sea Volunteer Firefighters' Pension Plan established September 10, 1985, as amended, ~~is~~ was created ~~and continued~~ for the purpose of providing retirement income to volunteer firefighter members of the plan, certain former volunteer firefighters and survivor income to joint annuitants and beneficiaries where applicable. The plan is intended to be a tax qualified plan under Code Section 401(a) and meet the requirements of a governmental plan as defined by Code Section 414(d). Effective September 1, 2023, the Pension Plan is terminated in accordance with F.S. §175.361 and section 2-152. The Town contracted with another provider to provide fire rescue, emergency medical, suppression and prevention services within its municipal boundaries and effective September 1, 2023, no longer maintained a contractual relationship with the Town's Volunteer Fire Department. In accordance with the provisions of F.S. §175.361 and section 2-152, the Board of Trustees has determined to distribute the members' nonforfeitable benefits in the form of a lump sum payment as soon as administratively practicable following June 1, 2024, but no later than September 1, 2025. Additionally, at the time of termination excess Chapter

[1] Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough.~~

175 premium tax revenues existed, which the Town agreed would be allocated to the members and retirees in a Share Plan as provided for in section 2-143.1.

(1) As of September 1, 2023, no further Credited Service or pension benefits will accrue.

(2) Members who were active Volunteer Firefighters on August 31, 2023 are vested in a benefit from the Plan regardless of their number of years of Credited Service.

(3) Lump sum payment amounts will be actuarially calculated based on the following:

a. For terminated vested participants, the lump sum amounts represent the actuarial present value of each participant's accrued benefit, payable under the 10-Year-Certain & Life normal form of payment, commencing on their respective normal retirement dates (but in no event less than each participant's employee contribution balance); and

b. For retirees and beneficiaries, the lump sum amounts represent the actuarial present value (as of June 1, 2024) of the remaining annuity payments under the selected benefit options.

c. Actuarial equivalence assumptions to be used when converting monthly retirement benefits to a lump sum:

1. the select and ultimate interest rates used by the Pension Benefit Guarantee Corporation for determining the present value of annuities in involuntary and distress terminations of single-employer pension plans (per 29 CFR 4044) as of August 31, 2023, which are: 5.24% per year in each of the first 20 years following the valuation date and 4.58% per year thereafter; and

2. The mortality tables used by the Pension Benefit Guarantee Corporation for determining the present value of annuities in involuntary and distress terminations of single-employer pension plans (per 29 CFR 4044) for valuation dates in 2023, with a blend of 50% healthy male mortality rates and 50% healthy female mortality rates.

(4) All distributions made pursuant to this termination shall be full settlement for the accrued benefits due under this Plan.

(5) In accordance with F.S. §175.361(4) and section 2-152(4), if there is asset value remaining after the full distribution specified in this section, and after the payment of any expenses incurred with such distribution, such excess shall be returned to the Town, less return to the State of the State's contributions, provided that, if the excess is less than the total contributions made by the Town and the State to date of termination of the plan, such excess shall be divided proportionately to the total contributions made by the Town and the State.

(6) Once all liabilities of the Plan have been paid, the Board of Trustees shall proceed with the liquidation of any residual assets of the Plan in accordance with federal and state law. Following the distribution of residual assets, the Board shall, as its final act,

prepare a summary of the actions taken to terminate the Plan and liquidate its residual assets.

(7) If, after 24 months after the date the Plan terminated, the Town or the Board of Trustees has not complied with all the provisions in this section, the Department of Management Services shall effect the termination of the Plan in accordance with F.S. §175.361.

(8) The remainder of the Plan provisions contained in the Plan are for historical documentation of the benefits in the Plan. Nothing in this Plan creates any rights to benefits which were not earned before September 1, 2023.

***

**Sec. 2-137. Board of Trustees.**

(a) The Plan is terminated effective September 1, 2023 with an anticipated distribution date of June 1, 2024, and no later than September 1, 2025. The Board of Trustees shall continue to exist and to administer the Plan for the sole purpose of liquidating the assets of the Plan for the sole benefit of the then members, any beneficiaries then receiving retirement allowances, and any future persons entitled to receive benefits until all nonforfeitable benefits have been distributed. Therefore, this section will remain in full force and effect until the distribution of the last of the assets. The Board and the Town reserve the right to change the composition of the Board if required based on the Board's fiduciary responsibility.

(b) *Composition.* The general administration and responsibility for the proper operation of the Volunteer Firefighters' Pension Plan and for making effective the provisions of this division are hereby vested in a Board of Trustees consisting of five persons as follows:

(1) Two legal residents of the Town to be appointed by the Town Commission;
(2) Two firefighters/retirees who are elected by a majority of the firefighters and retirees who ~~are~~ were members of the plan; and
(3) A fifth person chosen by a majority of the other four members of the Board of Trustees. The name of the fifth person shall be submitted to the Town Commission which shall, as a ministerial duty, appoint him to the Board.

~~(b)~~ (c) *Election of Firefighter-Trustee.* The elective Firefighter-Trustee shall be elected by vote of all actively employed members and retirees at meetings to be held at places designated by the Board. All qualified members entitled to vote shall be notified of such meetings in person or by written notice ten days in advance of the meetings. The two candidates receiving the highest number of votes shall be declared elected and shall take office immediately upon the commencement of the term of office for which elected or as soon thereafter as they shall qualify therefor. An election shall be held not more than 30 and not less than ten days prior to the commencement of the terms for which Trustees are to be elected. The Board shall establish and administer the election procedure for each election.

~~(c)~~ (d) *Oath.* Each Trustee shall, within ten days after his appointment or election, take an oath of office before the Town Clerk that, so far as it develops upon him, he will diligently and honestly administer the affairs of the Board, and that he will not knowingly violate or willingly permit to be violated any of the provisions of the law applicable to the plan. Such oath shall be subscribed to by the members making it and certified by the Town Clerk and filed in the Office of the Clerk.

~~(d)~~ (e) *Election of Chairman and Secretary; duties of Secretary; meetings.* The Board shall by majority vote elect from its members a Chairman and a Secretary. The Secretary shall keep a complete minute book of the actions, proceedings or hearings of the Board. The Board shall meet at least once during each calendar quarter of each year.

~~(e)~~ (f) *Compensation.* The Trustees shall serve without compensation, but they may be reimbursed from the fund for all necessary expenses which they may actually expend through service on the Board.

~~(f)~~ (g) *Term of office.* Each resident member shall serve for a period of two years, unless sooner replaced by the Town Commission. The resident member shall serve at the pleasure of the Town Commission and may succeed himself in office. Each member elected by other members of the plan shall serve for a period of two years unless he sooner leaves the employment of the Town as a firefighter, whereupon the Town Commission shall choose his successor in the same manner as an original appointment. Each firefighter member may succeed himself in office. The fifth member of the Board shall have the same rights as each of the other four members and may succeed himself in office.

~~(g)~~ (h) *Filling vacancies.* If a vacancy occurs in the office of Trustee, the vacancy shall be filled for the unexpired term in the same manner as the office was previously filled.

~~(h)~~ (i) *Employees.* The Board of Trustees shall engage such persons, agents or entities as shall be required to transact the business of the plan. The compensation of all persons engaged by the Board and all other expenses of the Board necessary for the operation of the plan shall be paid at such rates and in such amounts as the Board shall agree.

~~(i)~~ (j) *Rules of procedure.* Subject to the limitations of this division, the Board of Trustees shall from time to time establish uniform rules and regulations for the administration of funds created by this division and for transactions of its business, including provisions for expulsion due to nonattendance of its members which could result in a vacancy.

~~(j)~~ (k) *Voting.* Each Trustee shall be entitled to one vote on the Board. Three affirmative votes shall be necessary for a decision by the Trustees at any meeting of the Board. The Chairman shall have the right to one vote only. No Trustee shall take part in any action in connection with the Trustee's own participation in the fund, and no unfair discrimination shall be shown to any individual firefighter participating in the fund.

~~(k)~~ (l) *Duties and responsibilities.* The sole and exclusive administration of, and the responsibilities for, the proper operation of the fund and for making effective the provisions of this division are vested in the Board; however, nothing herein shall empower a Board to

amend the provisions of a retirement plan without the approval of the Town. The Board shall keep in convenient form such data as shall be necessary for an actuarial valuation of the fund and for checking the actual experience of the fund. The duties and responsibilities of the Board shall include, but not necessarily be limited by, the following:

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**Sec. 2-143.1. Defined contribution component Share Plan.**

(a) *Purpose.* Pursuant to the requirements of F.S. § 175.351(6), a defined contribution plan component is established in addition to the defined benefit component of this local law plan. Effective August 31, 2023, the defined contribution component ("Share Plan") will be funded exclusively from excess Chapter 175 premium tax revenues received from the state, and not from any additional employer contributions by the Town. The Share Plan shall be administered by the Board of Trustees. ~~This defined contribution component is not currently funded. Once the plan is funded, the Board of Trustees has the authority to adopt rules regarding the operation of the defined contribution component of the local law plan.~~

(b) *Allocation*. Effective August 31, 2023, the excess 175 funds of $167,928 shall be paid into the Share Plan for allocations to active members, vested terminated former members, and retirees. Allocations of the payment will be determined as set forth below in subsection (d). No share account allocations will be made to non-vested former members who terminated service prior to August 31, 2023. Should the Plan be eligible for additional premium tax allocations after the allocation received in the fall of 2023, then 100% of the premium tax revenue in excess of $95,764 will also be available for distribution to the active members, vested terminated former members, and retirees as provided for in subsection (d) as soon as practicable after receipt.

(c) *Vesting*. All active members as of August 31, 2023, vested terminated former members and retirees are 100% vested in their share account balance.

(d) *Equal Allocation*. Share Plan benefits shall be equally allocated to active members, vested terminated former members, and retirees (including any joint annuitant or beneficiary receiving monthly benefits because of the death of a member or retiree) who are receiving a monthly benefit from the Plan by dividing the total number of active members and retirees into the allocation amount.

(e) *Timing*. Distributions will be made as soon as practicable after the allocations are determined.

(f) *Death*. Any active members vested terminated former members, and retirees (including any joint annuitant or beneficiary receiving monthly benefits because of the death of a member or retiree) who dies after August 31, 2023 and before the distribution date will have the benefits paid to their designated beneficiary or their estate.

(g) *Rule-Making Authority*. The Board of Trustees of the Plan shall be authorized to adopt any rules necessary for the administration of the Share Plan.

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**Sec. 2-149. Distribution of benefits.**

(a) Notwithstanding any other provision of this plan to the contrary, a form of retirement income payable from this plan after the effective date of this division, shall be made in accordance with the requirements of Code Section 401(a)(9), including the minimum distribution incidental benefit requirements of Section 1.401(a)(9)-2 Code Section 401(a)(9)(G) to satisfy the following conditions:

(1) If the retirement income is payable before the member's death, the distribution shall commence to them not later than April 1 of the calendar year following the calendar year of the member's retirement date or April 1 of the calendar year following the calendar year in which the member attains age 73, provided they were not age 72 by December 31, 2022. The Plan will make all future required minimum distributions in compliance with the prevailing age restrictions and additional parameters set out in the Internal Revenue Code as amended from time to time. ~~the calendar year defined above~~; and

a. Shall be paid over the life of the member or over the lifetimes of the member and spouse or dependent, or,

b. Shall be paid over the period extending not beyond the life expectancy of the member and spouse or dependent.

Where a form of retirement income payment has commenced in accordance with the preceding paragraphs and the member dies before his/her entire interest in the plan has been distributed, the remaining portion of such interest in the plan shall be distributed no less rapidly than under the form of distribution in effect at the time of the member's death.

(2) If the member's death occurs before the distribution of his/her interest in the plan has commenced, the member's entire interest in the plan shall be distributed within five years of the member's death, unless it is to be distributed in accordance with the following rules:

a. The member's remaining interest in the plan is payable to his/her spouse or dependent;

b. The remaining interest is to be distributed over the life of the spouse, issue or dependent or over a period not extending beyond the life expectancy of the spouse, or dependent; and

c. Such distribution begins within one year of the member's death unless the member's spouse, issue or dependent shall receive the remaining interest in which case the distribution need not begin before the date on which the member would have attained age ~~70½~~ 73, provided the member had not already attained age 72 by December 31, 2022 and if the spouse, issue or dependent dies before

the distribution to the spouse, issue or dependent begins, this section shall be applied as if the spouse, issue or dependent were the plan member. Effective January 1, 2024, a surviving spouse may elect to be treated as the deceased employee for purposes of the required minimum distributions rules.

(b) Should the participant be subject to an involuntary mandatory distribution of a nonforfeitable account balance that is under ~~$5,001.00~~ $7,001.00 but is more than $1,000.00, then the assets shall be rolled over to an individual retirement plan of a designated trustee or issuer. If the present value of a vested benefit exceeds $5,000.00, then the benefit may only be paid out with the participant's consent.

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

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

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

**Section 6. Direction to Staff**. The Town Manager and the Town Attorney are directed to work with the Board of Trustees to wind up its affairs.

**Section 7. Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage on second reading. except that the calculations of the Fund's asset value shall be based on a retroactive date.

Passed on the first reading, this ____ day of _____, 2024.

Passed and adopted on the second reading, this ____ day of _____, 2024.

_____

**MAYOR EDMUND MALKOON**

| | First Reading | Second Reading |
|---|---|---|
| Mayor Malkoon | _____ | _____ |
| Vice-Mayor Strauss | _____ | _____ |
| Commissioner Poulopoulos | _____ | _____ |
| Commissioner DeNapoli | _____ | _____ |
| Commissioner Graziano | _____ | _____ |

ATTEST:

_____
Katrina Adler, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 16.a.

# Town Commission Agenda Item Report

**Meeting Date:** April 30, 2024
**Submitted By:** Jhanelle Campbell, Development Services Director
**Submitting Department:** Development Services
**Item Type:** Ordinance
**Agenda Section:** ORDINANCES 2Nd Reading

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**Subject Title:** Ordinance 2024-02 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 17, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE VI, "SIDEWALK CAFÉS" TO MODIFY REGULATIONS RELATED TO MAINTENANCE OF RIGHT OF WAY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFFECTIVE DATE.

**Explanation:** At its September 13, 2021 meeting, the Town Commission amended the Town Code to establish an additional charge for each sidewalk café, aimed at covering the expenses incurred by the Town for pressure cleaning the sidewalks five days a week.

However, since its approval, the Town has not charged businesses due to the impact of COVID and the ongoing Downtown Enhancement project (the "Project"). Following the Project's completion, staff requested direction from the Town Commission regarding the implementation of this additional charge. At its January 9, 2024 meeting, the Town Commission directed staff to change the sidewalk café cleaning charge from mandatory to optional. Ordinance 2024-02 **(Exhibit 1)** achieves this goal.

At its February 13, 2024 meeting, the Town Commission approved Ordinance 2024-02 on first reading.

Additionally, the new configuration of the downtown area will require a comprehensive review of the sidewalk café rules and regulations. Staff is currently reviewing the regulations and will propose additional changes for consideration at a later date, along with recommended amendments to the fee resolution.

**Recommendation:** Staff recommends approval of Ordinance 2024-02 on second reading.

**Exhibits:**
1. Ordinance 2024-02 Amend Sidewalk Cafe Cleaning Fee 020924_v2

**ORDINANCE 2024-02**

**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA AMENDING CHAPTER 17, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," ARTICLE VI, "SIDEWALK CAFÉS" TO MODIFY REGULATIONS RELATED TO MAINTENANCE OF RIGHT OF WAY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Commission desires to amend the Town Code to modify the maintenance of right of way provisions related to Sidewalk Cafés; and

**WHEREAS**, the Town Commission has determined that this Ordinance is in the best interest of the Town and its residents.

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

**Section 1**. **Recitals.** The foregoing "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

**Section 2**. **Amendment.** That Chapter 17, "Streets, Sidewalks, and Other Public Places," Article VI, "Sidewalk Cafés" of the Town's Code of Ordinances attached hereto is hereby amended.

**Section 3. Amendment**. That Chapter 17, "Streets, Sidewalks, and Other Public Places," Article VI, "Sidewalk Cafés" of the Town's Code of Ordinances is hereby created to read as follows[1]:

## ARTICLE VI. SIDEWALK CAFÉS

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**Sec. 17-89. Sidewalk café permit standards and requirements.**

****

(d) *Maintenance of the right-of-way.*

(1) The Town Manager or designee shall designate a maintenance area, including portions of the ROW covered by the sidewalk café permit.

(2) The permittee shall be responsible for removal of stains in the designated maintenance area, including but not limited to those caused by dirt, grease and food or beverages.

(3) The maintenance area shall be cleared of all debris as may be necessary throughout the course of the day, and then again at the close of each business day.

(4) The permittee ~~will~~ may be charged at a rate established by the fee resolution at a cost not to exceed that which is charged to the Town. ~~awarded to the right-of-way cleaning contractor for regular cleaning of the maintenance area, including portions of the right-of-way covered by the sidewalk café permit~~.

(5) The permittee will be charged for the costs of materials and labor that may be necessary to replace any and all landscaping, paving and other public improvements which are damaged and/or stained resulting from the operation of the sidewalk café. The cost of labor and materials calculated under this section shall be premised upon the same quality of materials and workmanship previously approved and utilized by the Town for landscaping, paving and other public improvements.

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

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[1] Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.

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

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

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

Passed on the first reading, this 13th day of February, 2024.

Passed and adopted on the second reading, this ___ day of _____, 2024.

_____
**MAYOR CHRIS VINCENT**

First Reading

| | |
|---|---|
| Mayor Vincent | YEA |
| Vice-Mayor Malkoon | YEA |
| Commissioner Poulopoulos | YEA |
| Commissioner Oldaker | YEA |
| Commissioner Strauss | YEA |

Second Reading

| | |
|---|---|
| Mayor Malkoon | ___ |
| Vice-Mayor Strauss | ___ |
| Commissioner DeNapoli | ___ |
| Commissioner Graziano | ___ |
| Commissioner Poulopoulos | ___ |

ATTEST:

_____
Katrina Adler, Town Clerk

[1] Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.

(CORPORATE SEAL)

APPROVED AS TO FORM:

_____

Susan L. Trevarthen, Town Attorney

[1] Additions to the text are shown in underline. Deletions to the text are shown in ~~strikethrough~~.