

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, June 24, 2025

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 A. Graziano
Commissioner Theo Pouloupoulos

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

Regular Town Commission

Tuesday, June 24, 2025, 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 May 2025 Public Safety Report
 - 7.b. PBFR May 2025 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for May 27, 2025 and June 10, 2025.
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
13. **NEW BUSINESS**
14. **COMMISSIONER PRESENTATIONS**
15. **COMMISSIONER COMMENTS**
16. **ORDINANCES 1st Reading**
17. **ORDINANCES 2nd Reading**
18. **RESOLUTIONS – PUBLIC COMMENTS**
 - 18.a. Resolution 2025-27: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR DESIGN, PERMITTING, AND BIDDING ASSISTANCE SERVICES RELATING TO THE BOUGAINVILLA/POINCIANA STORMWATER IMPROVEMENT PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

18.b. Resolution 2025-28: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2025 AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT) WITH BROWARD COUNTY, THE BROWARD COUNTY CITY MANAGERS' ASSOCIATION AND PARTICIPATING MUNICIPALITIES

19. QUASI JUDICIAL PUBLIC HEARINGS

20. ADJOURNMENT

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

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

INVOCATION:

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



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: June 24, 2025

Submitted By: William Wesolowski, Captain, Broward County Sheriff's Office

Submitting Department: Public Safety

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO May 2025 Public Safety Report

Explanation: BSO May 2025 report prepared by Captain William Wesolowski.

Recommendation: Accept/Approve

Exhibits:

1. TM Report-May 2025



Sheriff Gregory Tony, Ph.D.

Date: June 4, 2025

To: Linda Connors
Town Manager

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

Subject: BSO Public Safety Report- May 2025

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Deputy Adam Yates

On May 27th, 2025, Deputy Yates demonstrated exceptional professionalism, quick thinking, and dedication to public safety while responding to a medical emergency on the LBTS beach, just south of Anglin's Fishing Pier. At approximately 1:52 P.M., he arrived at the scene where a female swimmer had sustained a serious bite injury to her left arm from an unknown marine animal.

Upon arrival, Deputy Yates immediately took charge of the situation. He assisted the injured female into the awaiting BSO Utility Terrain Vehicle (UTV) and began assessing the severity of the wound. While bystanders had done their best to control the bleeding with towels and a makeshift tourniquet made of string, the wound continued to bleed profusely.

Relying on his BSO training and remaining calm under pressure, Deputy Yates quickly utilized his department-issued tourniquet, applying it correctly to the victim's upper left arm. His swift and knowledgeable intervention successfully slowed the bleeding, stabilizing the victim until she could be transferred to Pompano Beach Fire Rescue and ultimately transported to Broward Health North Medical Center for further treatment.

Deputy Yates' actions that day exemplify the core values of the Broward Sheriff's Office. His ability to remain composed, apply his training effectively, and deliver lifesaving aid under pressure not only prevented further harm to the victim but also showcased his unwavering commitment to public service.

For his prompt response, life-saving intervention, and embodiment of excellence in duty, Deputy Yates is hereby awarded Deputy of the Month for May 2025.

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 0 hours 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 123 miles and 16.75 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Four (4) individuals were experiencing a mental health crises. Two were transported to the Henderson Behavioral Clinic and two were transported to Imperial Point Hospital. Three (3) individuals experiencing homelessness were contacted during this period and all three refused services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. *See Notable Incidents/Arrests below.*
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain 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.

None

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2505-000034 (Deputy Barnett)

DATE/TIME: 05/02/25 1740 Hrs.

LOCATION: 278 Tropic Dr

VICTIM: Charles Price 4/8/78

VEHICLE: 2023 BMW X5 Tag DC JL8877

INCIDENT: Auto Theft

SUMMARY: Deputy Barnett responded to an Auto Theft. The victim advised his listed vehicle was stolen from outside his residence at 1728 hours. LPR showed the victim's vehicle leaving the town at 1731 hours on Ocean Dr and Flamingo headed south. The vehicle had a BMW tracker and the last location showing on the tracker was Oakland Park Blvd and Federal Highway headed westbound. The tracker was disabled at 1749 hours. The victim also had an Apple Air Tag inside a golf bag that was in the rear of the vehicle. The Air Tag showed a location of 1481 NW 22nd Ct Ft Lauderdale. FLPD was dispatched and located the vehicle unoccupied at the address. Vehicle was recovered and processed. The vehicle was released back to the victim. Victim had left his key fob inside the vehicle.

CASE: 13-2505-000072 (Deputy Figueroa)

DATE/TIME: 05/03/25 at 22:34 Hrs.

LOCATION: 4652 Poinciana St, Apt #4

ARRESTEE: Shaun Michael McKim (W/M 9/12/1984)

VICTIM: Maria Camila Munoz Ferro (W/F 08/04/1990)

INCIDENT: Battery – Domestic Violence (Arrest)

SUMMARY: A physical altercation occurred between husband and wife. The Victim stated that during a verbal argument that quickly escalated, she was hit by her husband who slapped her on the face, when she tried to stop him from yelling at her 9-year-old son, who was present during the argument. The Victim, who presented a small swollen area on her left cheek, refused Fire Rescue assistance. The Victim and Arrestee, both cooperated with the investigation and provided sworn statements. As a result, the Arrestee was placed under arrest and later transported to BSO Main Jail without issues.

CASE: 13-2505-000158

DATE/TIME: 05/02/25 @ 14:00 Hrs.

LOCATION: 219 Commercial Blvd. Commercial Rare Coins

VICTIM: Joy Kuszmar, W/F, 8/17/72

SUBJECT: Stephanie Abdullah Winslow

SUBJECT: Chanchal Mehta

INCIDENT: Fraud

SUMMARY: Joy Kuszmar (co-owner of Commercial Rare Coins) advised she did online business with Stephanie Abdullah "Winslow" for the purchase of approximately \$33K in precious metals. Joy stated that Stephanie deposited the money into Commercial Rare Coin's account via a cashier's check from Synovus Bank. Joy advised that a known acquaintance of Stephanie's, Chanchal Mehta, entered the business on May 2, 2025, and picked up the merchandise after the money was deposited into Commercial Rare Coin's account. Joy learned today that the cashier's check was Altered/Fictitious/Counterfeit, and that the money in the account was gone.

CASE: 13-2505-000191 (Deputy Roach)
DATE/TIME: 05/08/25 at 20:42 Hrs.
LOCATION: 4319 N Ocean Dr
VICTIM: Walgreens
INCIDENT: Retail Theft (Petit)
SUMMARY: Deputy Roach responded to Walgreens in reference to a theft. Reporting Person, Rudy Ducatel advised that an unk. black male stole a container, containing unknown products, from within the store, and left the store last seen southbound on N Ocean Dr on foot. RP said that the container had products that were to be placed on shelves for sale, but it is unknown what products were in the container. The value of the container was estimated at \$25. Even though the RP does not know the contents of the container, he believed the contents were valued at \$150. An area circulation for the offender was unsuccessful.

CASE: 13-2505-000218 (Dep Swadkins)
DATE/TIME: 05/10/2025 @ 0401 Hrs.
LOCATION: 267 Capri Ave
VICTIM: Yann Brandt WM, DOB: 12/27/1982
VEHICLE: 2025 BMW M4-Convertible, FL Tag RPWA47
INCIDENT: Auto Theft
SUMMARY: Dep Swadkins was dispatched to the above location reference to an auto theft that took place at 0401 HRS. The victim captured the incident on their ring camera system. On video, a male, wearing shorts, hoody, & gloves were captured walking up the victim's vehicle. A secondary vehicle that dropped the suspect off is also on video waiting in the middle of the roadway. As the suspect walks up to the driver's door, the vehicle lights blink indicating the doors are unlocked, the suspect opens the door, enters the vehicle, and backs the vehicle out of the driveway. Det. Koos was able to locate the vehicles on the Town's CCTV exiting the Town by driving northbound on W Tradewinds Ave., then both vehicles go westbound over the Commercial Blvd bridge. A records check of Vigilant LPR system revealed the secondary vehicle information was a 2025 Merz, FL Tag 16DQIZ registered to SIXT Rental car service. The victim also had a secondary tracking device service, and the vehicle was located at 4101 N Hiatus Rd, Sunrise FL. Sunrise PD recovered the vehicle. The victim advised BMW had deactivated the lost key fob, but they did not rekey the entire system. NOTE: This same vehicle was stolen on 04/12/25 @ 0355 Hrs. under Case #13-2504-000319. A temp paper tag was covering the victim's original vehicle tag while it was parked at 4101 N Hiatus RD. as was done in the previous case.

CASE: 13-2505-000229 (Deputy Figueroa)
DATE/TIME: 05/10/25 at 2026 hrs.
LOCATION: 1541 S Ocean Blvd, Apt # 209.
ARRESTEE: Lorie Ann Frantz (W/F 02/17/1965)
VICTIM: Thomas Joseph Charrier Jr. (W/M 05/17/1957)
INCIDENT: Domestic Battery on a person 65 years of age or older (Arrest)
SUMMARY: A verbal argument between Thomas Charrier (age 67) and his girlfriend/Arrestee Lorie Ann Frantz ensued over a naked picture of her ex-boyfriend found by the Victim on her cellphone. When she was confronted, the argument escalated into physical violence. The Victim advised that the Arrestee struck him with a closed fist on his face causing a noticeable swollen area on his upper left cheek. The Arrestee advised that she didn't remember any physical altercation and refused to cooperate with the investigation. No marks or bruises were found on the Arrestee. The Victim and Arrestee reside together as if a family in the same single dwelling unit. The Arrestee was arrested for domestic battery on a person 65 years of age or older and was transported to BSO Main Jail.

CASE: 13-2505-000333 (Deputy Roach)
DATE/TIME: 05/14/25 17:49
LOCATION: 2 Commercial Blvd
VICTIM: Adam Lang (W/M 10/19/80)
VEHICLE: Black 2018 Nissan, FL tag AP73RV
INCIDENT: Stolen Tag
SUMMARY: Deputy Roach responded to a stolen tag call at 2 Commercial Blvd. Victim reported that his vehicle was parked at this location between 15:00 and 17:45. During this time period, unknown offender(s) stole the Florida license plate from the vehicle. The license plate number was entered as stolen via records teletype.

CASE: 13-2505-000337 (Deputy Barnett)
DATE/TIME: 05/14/25 23:17
LOCATION: 1501 S Ocean Blvd, Apt. 126
VICTIM: Carol Roehrich (W/F 12/31/51)
INCIDENT: Fraud
SUMMARY: Deputy Barnett responded to a fraud call at 1501 S Ocean Blvd, Apt. 126. Victim reported that she received a message on her computer to call Microsoft Windows Support at 1-833-417-4304. When she called the number, she was told by the call taker that her bank account was at risk for fraud. The call taker instructed her to pull her money out of the account and buy gift cards. When she purchased the gift cards, she called back and gave the numbers. Victim ended up losing approximately twenty thousand dollars to the scam.

CASE: 13-2505-000379
DATE/TIME: 05/16/25 @1431 Hours
LOCATION: 4300 El Mar Dr.
SUSPECT: Unknown W/M, 30's, 5'8"-5'9", LSW black thong with stripes of mesh, Red Sox cap
VICTIM(s): Nicole Shouldice DOB 12/25/98 and Emma Hewitt DOB 11/4/98
INCIDENT: Indecent Exposure/Lewd Act
SUMMARY: Both Victims advised that a W/M in his 30's came into the courtyard/pool area from within the building and sat down on the pool chair near the breezeway. Soon after, he walked toward the women on the east side of the pool as if he was going into the pool. He asked them if his thong offended them. He then took out his penis and exposed it to both victims. After they rejected his action, he gathered his belongings and left via the same breezeway in the building that he entered. Direction of travel was unknown. Video was reviewed at the Windjammer hotel which revealed the suspect drives a black Lexus 4 door sedan, unknown tag at this time. Detective Koos investigating.

CASE: 13-2505-000409 (Deputy Ogando)
DATE/TIME: 05/17/25 at 19:29
LOCATION: 2 Commercial Blvd
ARRESTEE: Mayane Souza Rodrigues (W/F 09/15/88)
VEHICLE: Blue Honda SUV (MA Tag 5CEP51)
INCIDENT: Resisting w/o violence (Arrest)
SUMMARY: Deputy Ogando on-viewed a vehicle parked on the sidewalk behind his marked unit at 2 Commercial Blvd. He contacted the driver, later identified as Mayane Souza Rodrigues, and told her to move the vehicle. The driver of the vehicle pulled into the pier parking lot and parked the vehicle in the disabled parking space. Deputy Ogando contacted the driver again, who did not have a placard, and issued a UTC. Subsequently, the driver attempted to exit the parking lot the wrong way, in violation of a Do Not Enter sign. Deputy Ogando told the driver to back up

the vehicle and go the other way. The driver refused to comply and was attempting to move the vehicle the wrong way. During the entire encounter, the driver was being verbally rude and confrontational. Due to the driver resisting and opposing Deputy Ogando's lawful commands, she was arrested and charged with "Resisting Officer Without Violence. She was also issued an additional UTC for violation of a traffic control device. The Arrestee was subsequently transported to the Main Jail for booking. DCF responded and took custody of Arrestee's 7-year-old daughter.

CASE: 13-2505-000505 (Deputy Suarez)
DATE/TIME: Btwn 05-10-25 and 05-21-25
LOCATION: 4132 N. Ocean Drive (Sea Lord)
VICTIM: Emil Nikezic WM 09-19-73
INCIDENT: Burglary Business
SUMMARY: Between 05-10-25 and 05-21-25, unknown subjects entered the construction site of the Sea Lord Resort and removed approximately \$4,800 worth of copper electrical wire from the roof. The owner suspects two former electricians he fired Dillon Rodriguez WLM, Cell 786-458-1730 and Tom Manzi WM, Cell 954-814-1159 as they had ordered a large amount of wire for the job and prepositioned the extra wire next to the fence to possibly take it at a later date. The owner moved the wire to the roof, but the former employees may have had an extra key to gain access to the building and surrounding fence. Victim does not wish to prosecute.

CASE: 13-2505-000552 (Deputy Ramcharan)
DATE/TIME: 05/23/25 @ 1030 Hours
LOCATION: 4564 El Mar Dr (Ocean Terrace)
VICTIM: Bernadette Reiser DOB 2/28/58
INCIDENT: Burglary Residence
SUMMARY: Unknown suspect(s) cut the chain of the victim's bicycle lock that she used to secure her bicycles (Blue Schwinn Largo 26" Women's Beach Cruiser) to the fence inside the above listed property. Victim advised she locked up the bicycles on Thursday May 15, 2025, but believes she saw them yesterday, Thursday May 22, 2025, in the afternoon. The unknown suspect stole one of the two bicycles that were locked along the fence. The two bicycles were in the exact same location.

CASE: 13-2505-000558 (Deputy Klier)
DATE/TIME: 05/23/25 @ 1343 Hours
LOCATION: 276 Commercial Blvd (Benihana)
ARRESTEE: Monika Masullo DOB 9/20/73
VICTIMS: Benihana & Manager Christa Holder DOB 10/18/92
INCIDENT: Defrauding An Innkeeper/Battery Touch/Strike (Arrest)
SUMMARY: Arrestee ordered \$163.71 worth of food/drinks and gave her credit card which was declined three times. The Arrestee then stood up becoming confrontational and intentionally slapped the manager on her left facial cheek causing redness and knocking her glasses off. The Arrestee then ran out the emergency exit on the north side of building, passing all points of sale, without paying for her bill. Arrestee was taken into custody and charged with Defrauding an Innkeeper and Battery. TOT Main Jail.

CASE: 13-2505-0000575 (Deputy Roach)
DATE/TIME: 05/23/25 at 23:43
LOCATION: 14 Commercial Blvd (Pier 14)
ARRESTEE: Jose R. Ariz (W/M 5/13/69)
VICTIM: Douglas Griffin (W/M 5/3/91)
INCIDENT: Disorderly Intoxication and Misd Battery (Arrest)
SUMMARY: Deputy Roach responded to Pier 14 in reference to a disturbance. Deputy Roach contacted Arrestee Jose Ariz who was intoxicated and Victim Douglas Griffin outside of the business. The subjects were involved in an altercation inside the business and went outside for a physical altercation. Griffin stated that Ariz punched him on his mouth with a closed right fist. Ariz stated that he did take a swing at Griffin but did not hit him. This was witnessed by the Pier 14 bartender. Deputy Roach did not observe any signs of injury on Griffin. Ariz was placed into custody and transported to the Main Jail for Battery and Disorderly Intoxication.

CASE: 13-2505-0000602 (Deputy Figueroa)
DATE/TIME: 05/23/25 Time frame 2015 - 0256 hrs.
LOCATION: 4552 Bougainvillea Dr Apt #32
ARRESTEE: Louis M Capolino (W/M 12/7/1972)
ARRESTEE: Madison Nicole Spaulding (W/M 3/7/78)
VICTIM: W/F 07/22/89
INCIDENT: Delayed Sexual Battery (Arrest)
SUMMARY: Deputy Figueroa responded to Dania Beach in reference to a delayed sexual battery that occurred in the Town of Lauderdale by the Sea. Two males (one of them identified and dressed up as a female) and the Victim were together doing drugs (cocaine and mushrooms) while at Arrestee Capolino's Airbnb. The following day, the female victim woke up with pain in her whole body and advised that she didn't remember giving consent for sex to any of the involved parties. She believed that she was drugged, and the two males took advantage of that. She was transported to the SATC where she was interviewed by SVU Detective Charoudis. The two males were placed under arrest, interviewed, and charged accordingly.

CASE: 13-2505-000632 (Deputy Suarez)
DATE/TIME: 05/25/25 @ 2029 Hrs
LOCATION: 2 Commercial Blvd (Parking Lot)
VICTIM: Ana Maria Campos (W/F, DOB: 8/23/1970)
SUBJECT: Unk. L/F, 60 YOA, 5'4", 160 lbs
VEHICLE: 2019 blk Cadillac Escalade (FL Tag: RNAH04)
INCIDENT: Battery
SUMMARY: Ms. Campos stated that she was inside her vehicle when a child passenger who was in a vehicle parked next to her had opened their door and struck her door. When Ms. Campos told the driver to please be careful when opening their door, the driver immediately became aggressive and insulting. Another passenger (subject) believed to be the driver's mother came out of the vehicle. As Ms. Campos was attempting to take a picture of the vehicle tag the subject started slapping/punching her arms. Ms. Campos immediately placed her arms to her side with her hands in front of her chest as she was holding her phone and the subject continued to punch her arms several times with a closed fist. They all entered their vehicle and left the scene. Ms. Campos wishes to pursue criminal charges. Affidavit signed.

CASE: 13-2505-000688 (Deputy Yates)
DATE/TIME: 05/27/2025 @ 1350 Hrs.
LOCATION: 2 Commercial Blvd (in water just south of pier)
VICTIM: Emily Anne Ross WF 092692
INCIDENT: Injured Person
SUMMARY: Ross was bitten on the left forearm by a large gray fish while in shallow water just south of Anglin's Pier. Upon the deputy's arrival, the wound was already wrapped with towels and a makeshift tourniquet of string. Deputy Yates immediately applied a BSO issued tourniquet to upper arm. PBFR Rescue 12 responded and transported Ross to Broward North Medical Center for further treatment.

CASE: 13-2505-000748 (Deputy Alvarez-Jacinto)
DATE/TIME: 05/29/25 @ 23:26 Hrs.
LOCATION: 0 Commercial Blvd
ARRESTEE1: George H. Bunn (B/M 3/15/68)
ARRESTEE2: Christina A. Balter (W/F 9/3/93)
VICTIM: Jeffrey Russell Chalfant (W/M 12/23/65)
INCIDENT: Battery and Warrant (Arrest)
SUMMARY: Deputies responded to 0 Commercial Blvd in reference to a Battery that just occurred. At the scene, the investigation revealed that Bunn, acting in concert with Balter, without provocation, battered the victim by throwing sand into his eyes, temporarily blinding him. Bunn and Balter proceeded to punch the victim multiple times on the face, causing a bloody nose and swelling to the left eye. After the victim fell to the ground, both Arrestees kicked him on the abdominal area. The battery appeared coordinated between Bunn and Balter. Subsequent records check revealed Bunn had an active writ of bodily attachment (Case 08008977) for \$1,433.97. Both offenders were taken into custody and booked without incident.

CASE: 13-2505-000803 (Deputy Barnett)
DATE/TIME: 05/31/25 2200 Hrs
LOCATION: 1624 Bel Air Av
VICTIM: Andy Introini 11/2/85
INCIDENT: Auto Theft
VEHICLE: 2019 Black Mercedes FI Tag LATT81
SUMMARY: Deputy Barnett responded to an Auto Theft. The victim advised his listed vehicle was stolen from outside his residence at 2200 hours. LPR showed the victim's vehicle leaving the town at 2205 hours on Ocean Dr and Terra Mar headed north. The vehicle did not have any tracking devices. The victim left his key fob in the vehicle. Last LPR hit was Sheridan St and northbound on 29th Ave in the city of Hollywood. On 05-31-25, Hollywood PD located the vehicle at 2238 Hope St. (Hollywood PD case #33-2505-077004) The vehicle was towed by Superior Towing and held at their tow yard in Davie. At approximately 0930 HRS, Deputy Cathcart responded to the tow yard and processed the vehicle for latent prints.

MONTHLY ARREST LOGS:

Misd/Fel	Charge	Street
Fel	Grand Theft	2037 Sailfish Pl
Misd	DV Battery	4652 Poinciana St
Fel	DV Battery on 65 yoa Older	1541 S Ocean Blvd
Misd	Resisting w/o Violence	2 Commercial Blvd
Misd	Battery; Petit Theft	276 Commercial Blvd
Misd	Battery; Disorderly Intox	14 Commercial Blvd
Misd	Battery; Writ of Arrest	0 Commercial Blvd
Misd	Battery	0 Commercial Blvd
Fel	Sexual Battery	4552 Bougainvilla Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2024 YTD	2025 YTD
AUTO THEFT	3	3	5	11
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	0	1	12	4
BURGLARY-RESIDENCE	0	1	1	3
BURGLARY-STRUCTURE	1	1	0	2
FORCIBLE SEX	1	1	1	2
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	3	1
HOMICIDE	0	0	0	0
ROBBERY	0	1	1	2
THEFT-GRAND	0	0	12	7
THEFT-PETIT	4	0	22	16
TOTALS	9	8	57	48

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	28
COP Hours Worked - Month	78
COP Patrol Miles - Month	281
COP Hours Worked - YTD	611
COP Patrol Miles - YTD	1712

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	9

COP Beach Patrol Hours – Month	0
COP Beach Patrol Hours - YTD	73

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	2025 YTD
Reserve Deputy - Days Worked	5	31
Reserve Deputy - Hours Worked	39	218

MONTHLY STAFFING AND STATISTICAL REPORT:

The May 2025 Monthly Staffing and Statistical Report is attached.



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

May 31, 2025

CURRENT STAFFING ALLOCATIONS

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

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
TOTAL				0



Lauderdale by the Sea Monthly Activity May 2025

Reports/Calls		Traffic	
Miscellaneous Service		Types of Citation	
Event Reports	40	Non-Moving / Moving Citation	88
Accidents	5	Parking	0
Calls for Service	803	Warnings	118
		Total Citations	206
Arrests		Time Worked	
Type of Arrest		Hours Worked	
Felony	1	Bike Patrol	0
Misdemeanor	5	Court Overtime	21
Warrant (Felony)	0	Training Hours	66
Warrant (Misd.)	0	Detached	0
DUI (Misdemeanor)	0	Other Overtime	73.5
NIC (Felony)	1	Days Worked	31
NIC (Misdemeanor)	0		
DV (Felony)	1		
DV (Misd.)	1		
Total Arrests	9		
General		Narrative	
FI	5	ATV/UTV: 123 Miles / 16.75 Hours Reserve Deputies worked 5 shifts (39 hrs)	
Truant	0		
Truant Debriefed	0		
Elder Link	0		



Agenda Item No: 7.b.

Town Commission Agenda Item Report

Meeting Date: June 24, 2025

Submitted By: Ashley Zalewski, Fire Inspector Ashley Zalewski

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: PBFR May 2025 Public Safety Report

Explanation: PBFR May 2025 report prepared by Fire Inspector Ashley Zalewski.

Recommendation: Accept/Approve

Exhibits:

1. PBFR May 2025 Report for LBTS



POMPANO BEACH
FIRE RESCUE
Bureau of Fire Prevention

100 West Atlantic
Boulevard Room 220
Pompano Beach, FL
33060 Office
954•786•4695
Fax 954•786•4328

TO: LINDA CONNORS, TOWN MANAGER

FROM: ASHLEY ZALEWSKI

SUBJECT: PBFR PUBLIC SAFETY REPORT – MAY 2025

CC: PETE MCGINNIS

Below are the resident complaints for the month of May: 0

Below are the public education events that were held during the month of May:

- Community Event- 0

Plan Reviews and Fees:

Plans Examiner Zalewski reports the below statistical data for the month of May:

Type	Amount/Number
Plans Reviewed	9
Square Footage	16,270
Plan Review Revision Fee	\$0.00
Fire/Rescue Fee	\$0.00
Total Project Cost	\$197,981.77
PBFR Plan Review Fee	\$1,153.66
PBFR Tech Fee	\$23.08
New Constructions	10
Annual Inspections	150
Meetings	8

Plan Type	Plans Reviewed
30- Apartments	8
28- Hotel	1
Grand Total	9

Complaints & Notice of Violation:

Plans Examiner Zalewski reports that Complaints for the month of May:

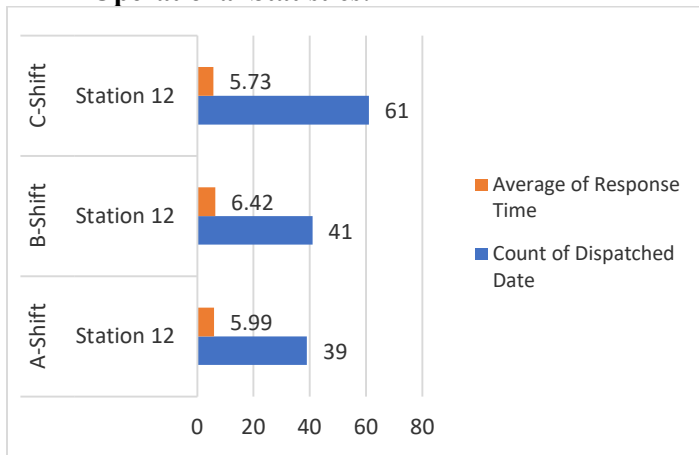
	Assigned	On Going	Completed
05/01/2025 through 05/31/25	0	0	0

Below are the Fire Incidents for the Month of May 2025.

Part III- Breakdown of Fires (Incident Type 110-129)

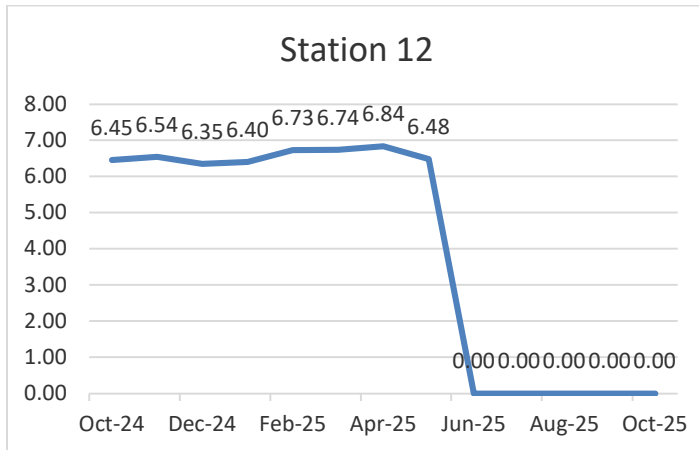
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	0
04 - Other Residential	\$0.00	0	0	0
06 - Public Assembly	\$200,000.00	0	0	0
09 - Stores and Offices	\$0.00	0	0	0
	Total Loss \$200,000.00	0	0	0

PBFR Operational Statistics:



Total Calls- 141

There are 3 shifts that work from 7:30a-7:30a. We have a 24 hr shift schedule.



Monthly Response Time Chart is an average of response times from time of dispatch to arrival on scene.

Incident Number	Response Time	Station	Shift	Apparatus Name	Dispatched Date	Arrival Date	Incident Type
PB250010057	16.35	Station 12	A-Shift	R12	5/1/25 5:13 AM	5/1/25 5:29 AM	EMS call, excluding vehicle accident with injury
PB250010068	6.07	Station 12	B-Shift	R12	5/1/25 11:14 AM	5/1/25 11:20 AM	EMS call, excluding vehicle accident with injury
PB250010079	4.52	Station 12	B-Shift	R12	5/1/25 1:32 PM	5/1/25 1:37 PM	EMS call, excluding vehicle accident with injury
PB250010082	8.65	Station 12	B-Shift	Q12	5/1/25 2:06 PM	5/1/25 2:15 PM	No incident found on arrival at dispatch address
PB250010110	6.87	Station 12	B-Shift	R12	5/1/25 8:36 PM	5/1/25 8:43 PM	EMS call, excluding vehicle accident with injury
PB250010151	5.17	Station 12	C-Shift	R12	5/2/25 11:05 AM	5/2/25 11:11 AM	EMS call, excluding vehicle accident with injury
PB250010177	2.80	Station 12	C-Shift	Q12	5/2/25 4:45 PM	5/2/25 4:48 PM	Removal of victim(s) from stalled elevator
PB250010180	6.28	Station 12	C-Shift	E11	5/2/25 5:02 PM	5/2/25 5:09 PM	EMS call, excluding vehicle accident with injury
PB250010180	9.02	Station 12	C-Shift	R12	5/2/25 5:02 PM	5/2/25 5:12 PM	EMS call, excluding vehicle accident with injury
PB250010184	4.48	Station 12	C-Shift	R12	5/2/25 5:55 PM	5/2/25 6:00 PM	EMS call, excluding vehicle accident with injury
PB250010212	7.42	Station 12	C-Shift	R12	5/3/25 12:58 AM	5/3/25 1:05 AM	EMS call, excluding vehicle accident with injury
PB250010214	9.43	Station 12	C-Shift	R11	5/3/25 1:28 AM	5/3/25 1:37 AM	EMS call, excluding vehicle accident with injury
PB250010214	7.10	Station 12	C-Shift	Q12	5/3/25 1:28 AM	5/3/25 1:35 AM	EMS call, excluding vehicle accident with injury
PB250010231	3.08	Station 12	A-Shift	R12	5/3/25 8:15 AM	5/3/25 8:18 AM	EMS call, excluding vehicle accident with injury
PB250010241	4.93	Station 12	A-Shift	Q12	5/3/25 11:03 AM	5/3/25 11:08 AM	No incident found on arrival at dispatch address
PB250010241	5.15	Station 12	A-Shift	R12	5/3/25 11:03 AM	5/3/25 11:08 AM	No incident found on arrival at dispatch address
PB250010256	2.75	Station 12	A-Shift	R12	5/3/25 3:14 PM	5/3/25 3:17 PM	EMS call, excluding vehicle accident with injury
PB250010288	11.27	Station 12	A-Shift	R12	5/4/25 12:49 AM	5/4/25 1:00 AM	EMS call, excluding vehicle accident with injury
PB250010311	9.65	Station 12	B-Shift	R12	5/4/25 10:22 AM	5/4/25 10:31 AM	EMS call, excluding vehicle accident with injury
PB250010330	6.08	Station 12	B-Shift	R12	5/4/25 3:51 PM	5/4/25 3:57 PM	EMS call, excluding vehicle accident with injury

PB250010349	6.75	Station 12	B-Shift	R12	5/4/25 8:30 PM	5/4/25 8:37 PM	EMS call, excluding vehicle accident with injury
PB250010399	3.22	Station 12	C-Shift	Q12	5/5/25 10:21 AM	5/5/25 10:24 AM	Motor vehicle accident with no injuries.
PB250010399	3.25	Station 12	C-Shift	R12	5/5/25 10:21 AM	5/5/25 10:24 AM	Motor vehicle accident with no injuries.
PB250010413	5.07	Station 12	C-Shift	R12	5/5/25 1:57 PM	5/5/25 2:02 PM	EMS call, excluding vehicle accident with injury
PB250010413	8.73	Station 12	C-Shift	Q12	5/5/25 1:40 PM	5/5/25 1:48 PM	EMS call, excluding vehicle accident with injury
PB250010482	2.20	Station 12	A-Shift	R12	5/6/25 10:43 AM	5/6/25 10:45 AM	EMS call, excluding vehicle accident with injury
PB250010489	5.97	Station 12	A-Shift	Q12	5/6/25 12:35 PM	5/6/25 12:41 PM	No incident found on arrival at dispatch address
PB250010507	7.02	Station 12	A-Shift	R12	5/6/25 3:11 PM	5/6/25 3:18 PM	EMS call, excluding vehicle accident with injury
PB250010556	8.68	Station 12	B-Shift	R12	5/7/25 10:01 AM	5/7/25 10:10 AM	EMS call, excluding vehicle accident with injury
PB250010570	3.83	Station 12	B-Shift	R12	5/7/25 12:24 PM	5/7/25 12:28 PM	EMS call, excluding vehicle accident with injury
PB250010576	9.47	Station 12	B-Shift	Q12	5/7/25 2:05 PM	5/7/25 2:14 PM	Alarm system activation, no fire - unintentional
PB250010595	4.48	Station 12	B-Shift	R12	5/7/25 5:21 PM	5/7/25 5:25 PM	EMS call, excluding vehicle accident with injury
PB250010623	7.12	Station 12	B-Shift	R12	5/8/25 6:05 AM	5/8/25 6:12 AM	EMS call, excluding vehicle accident with injury
PB250010632	4.95	Station 12	C-Shift	Q12	5/8/25 7:38 AM	5/8/25 7:43 AM	Assist invalid
PB250010647	4.83	Station 12	C-Shift	Q12	5/8/25 11:25 AM	5/8/25 11:30 AM	Detector activation, no fire - unintentional
PB250010678	4.30	Station 12	C-Shift	Q12	5/8/25 6:58 PM	5/8/25 7:02 PM	Good intent call, other
PB250010678	3.98	Station 12	C-Shift	R12	5/8/25 6:58 PM	5/8/25 7:02 PM	Good intent call, other
PB250010678	8.93	Station 12	C-Shift	BC24	5/8/25 6:58 PM	5/8/25 7:07 PM	Good intent call, other
PB250010709	7.33	Station 12	C-Shift	R12	5/9/25 4:54 AM	5/9/25 5:01 AM	EMS call, excluding vehicle accident with injury
PB250010759	7.62	Station 12	A-Shift	R12	5/9/25 4:46 PM	5/9/25 4:53 PM	EMS call, excluding vehicle accident with injury
PB250010795	6.52	Station 12	A-Shift	R12	5/9/25 11:19 PM	5/9/25 11:25 PM	EMS call, excluding vehicle accident with injury
PB250010846	5.75	Station 12	B-Shift	R12	5/10/25 1:36 PM	5/10/25 1:42 PM	EMS call, excluding vehicle accident with injury
PB250010847	7.02	Station 12	B-Shift	R12	5/10/25 2:16 PM	5/10/25 2:23 PM	EMS call, excluding vehicle accident with injury
PB250010889	6.82	Station 12	B-Shift	R12	5/10/25 10:20 PM	5/10/25 10:27 PM	EMS call, excluding vehicle accident with injury

PB25001089 5	5.25	Station 12	B-Shift	R12	5/10/25 11:11 PM	5/10/25 11:17 PM	EMS call, excluding vehicle accident with injury
PB25001091 3	4.68	Station 12	B-Shift	Q12	5/11/25 6:44 AM	5/11/25 6:49 AM	EMS call, excluding vehicle accident with injury
PB25001092 9	3.92	Station 12	C-Shift	R12	5/11/25 1:15 PM	5/11/25 1:19 PM	No incident found on arrival at dispatch address
PB25001093 2	4.73	Station 12	C-Shift	Q12	5/11/25 1:31 PM	5/11/25 1:35 PM	Alarm system sounded due to malfunction
PB25001093 4	6.45	Station 12	C-Shift	Q12	5/11/25 2:07 PM	5/11/25 2:14 PM	EMS call, excluding vehicle accident with injury
PB25001094 4	5.85	Station 12	C-Shift	R12	5/11/25 4:10 PM	5/11/25 4:15 PM	EMS call, excluding vehicle accident with injury
PB25001096 3	6.43	Station 12	C-Shift	R12	5/11/25 8:56 PM	5/11/25 9:02 PM	EMS call, excluding vehicle accident with injury
PB25001097 1	9.77	Station 12	C-Shift	R12	5/12/25 12:13 AM	5/12/25 12:23 AM	EMS call, excluding vehicle accident with injury
PB25001098 6	6.15	Station 12	A-Shift	R12	5/12/25 7:47 AM	5/12/25 7:53 AM	EMS call, excluding vehicle accident with injury
PB25001100 5	5.30	Station 12	A-Shift	E11	5/12/25 12:12 PM	5/12/25 12:18 PM	EMS call, excluding vehicle accident with injury
PB25001100 5	8.02	Station 12	A-Shift	R12	5/12/25 12:12 PM	5/12/25 12:20 PM	EMS call, excluding vehicle accident with injury
PB25001104 3	3.48	Station 12	A-Shift	R12	5/12/25 6:38 PM	5/12/25 6:41 PM	No incident found on arrival at dispatch address
PB25001109 1	5.13	Station 12	B-Shift	Q12	5/13/25 10:25 AM	5/13/25 10:30 AM	No incident found on arrival at dispatch address
PB25001113 6	6.07	Station 12	B-Shift	R12	5/13/25 8:19 PM	5/13/25 8:25 PM	EMS call, excluding vehicle accident with injury
PB25001113 7	7.02	Station 12	B-Shift	Q12	5/13/25 8:36 PM	5/13/25 8:43 PM	EMS call, excluding vehicle accident with injury
PB25001113 7	9.00	Station 12	B-Shift	R11	5/13/25 8:36 PM	5/13/25 8:45 PM	EMS call, excluding vehicle accident with injury
PB25001114 5	7.97	Station 12	B-Shift	Q12	5/13/25 11:34 PM	5/13/25 11:42 PM	Public service assistance, other
PB25001117 1	3.55	Station 12	C-Shift	R12	5/14/25 12:19 PM	5/14/25 12:23 PM	EMS call, excluding vehicle accident with injury
PB25001118 7	5.40	Station 12	C-Shift	R12	5/14/25 2:34 PM	5/14/25 2:39 PM	EMS call, excluding vehicle accident with injury
PB25001118 7	3.57	Station 12	C-Shift	Q12	5/14/25 2:36 PM	5/14/25 2:39 PM	EMS call, excluding vehicle accident with injury
PB25001120 9	5.45	Station 12	C-Shift	R12	5/14/25 7:32 PM	5/14/25 7:37 PM	EMS call, excluding vehicle accident with injury
PB25001129 5	4.60	Station 12	A-Shift	R12	5/15/25 6:06 PM	5/15/25 6:10 PM	EMS call, excluding vehicle accident with injury
PB25001132	8.63	Station 12	A-Shift	Q12	5/16/25 2:11 AM	5/16/25 2:20 AM	Assist invalid

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PB250011347	7.23	Station 12	B-Shift	Q12	5/16/25 8:18 AM	5/16/25 8:25 AM	No incident found on arrival at dispatch address
PB250011349	4.78	Station 12	B-Shift	R12	5/16/25 8:42 AM	5/16/25 8:47 AM	EMS call, excluding vehicle accident with injury
PB250011366	6.47	Station 12	B-Shift	R12	5/16/25 12:52 PM	5/16/25 12:58 PM	EMS call, excluding vehicle accident with injury
PB250011375	4.98	Station 12	B-Shift	R12	5/16/25 2:37 PM	5/16/25 2:42 PM	EMS call, excluding vehicle accident with injury
PB250011395	0.57	Station 12	B-Shift	E63	5/16/25 7:11 PM	5/16/25 7:11 PM	Motor vehicle accident with injuries
PB250011422	4.55	Station 12	C-Shift	R11	5/17/25 8:54 AM	5/17/25 8:58 AM	No incident found on arrival at dispatch address
PB250011424	5.10	Station 12	C-Shift	R12	5/17/25 9:13 AM	5/17/25 9:18 AM	EMS call, excluding vehicle accident with injury
PB250011451	5.33	Station 12	C-Shift	Q12	5/17/25 3:03 PM	5/17/25 3:08 PM	Defective elevator, no occupants
PB250011481	4.87	Station 12	C-Shift	R12	5/17/25 11:16 PM	5/17/25 11:21 PM	EMS call, excluding vehicle accident with injury
PB250011481	3.08	Station 12	C-Shift	Q12	5/17/25 11:19 PM	5/17/25 11:22 PM	EMS call, excluding vehicle accident with injury
PB250011535	4.47	Station 12	A-Shift	Q12	5/18/25 5:33 PM	5/18/25 5:37 PM	Wrong location
PB250011535	4.95	Station 12	A-Shift	R12	5/18/25 5:33 PM	5/18/25 5:38 PM	Wrong location
PB250011544	5.57	Station 12	A-Shift	Q12	5/18/25 8:51 PM	5/18/25 8:56 PM	Removal of victim(s) from stalled elevator
PB250011546	5.42	Station 12	A-Shift	R12	5/18/25 9:38 PM	5/18/25 9:44 PM	EMS call, excluding vehicle accident with injury
PB250011571	5.20	Station 12	B-Shift	R12	5/19/25 9:25 AM	5/19/25 9:31 AM	EMS call, excluding vehicle accident with injury
PB250011584	9.57	Station 12	B-Shift	R12	5/19/25 11:06 AM	5/19/25 11:15 AM	EMS call, excluding vehicle accident with injury
PB250011619	8.40	Station 12	B-Shift	R12	5/19/25 5:17 PM	5/19/25 5:26 PM	EMS call, excluding vehicle accident with injury
PB250011641	6.38	Station 12	B-Shift	Q12	5/19/25 10:49 PM	5/19/25 10:55 PM	Motor vehicle accident with injuries
PB250011641	6.38	Station 12	B-Shift	R12	5/19/25 10:49 PM	5/19/25 10:55 PM	Motor vehicle accident with injuries
PB250011670	3.88	Station 12	C-Shift	Q12	5/20/25 10:16 AM	5/20/25 10:20 AM	Motor vehicle accident with no injuries.
PB250011670	3.88	Station 12	C-Shift	R12	5/20/25 10:16 AM	5/20/25 10:20 AM	Motor vehicle accident with no injuries.
PB250011695	3.73	Station 12	C-Shift	R12	5/20/25 4:47 PM	5/20/25 4:51 PM	EMS call, excluding vehicle accident with injury
PB250011700	3.75	Station 12	C-Shift	R12	5/20/25 5:48 PM	5/20/25 5:52 PM	No incident found on arrival at dispatch address

PB250011700	7.25	Station 12	C-Shift	Q12	5/20/25 5:46 PM	5/20/25 5:54 PM	No incident found on arrival at dispatch address
PB250011700	7.62	Station 12	C-Shift	BC11	5/20/25 5:46 PM	5/20/25 5:54 PM	No incident found on arrival at dispatch address
PB250011756	5.93	Station 12	A-Shift	R12	5/21/25 12:34 PM	5/21/25 12:39 PM	EMS call, excluding vehicle accident with injury
PB250011757	6.12	Station 12	A-Shift	Q12	5/21/25 12:48 PM	5/21/25 12:54 PM	Smoke from barbecue, tar kettle
PB250011767	6.65	Station 12	A-Shift	R12	5/21/25 2:33 PM	5/21/25 2:40 PM	EMS call, excluding vehicle accident with injury
PB250011768	7.73	Station 12	A-Shift	Q12	5/21/25 2:37 PM	5/21/25 2:45 PM	EMS call, excluding vehicle accident with injury
PB250011770	4.58	Station 12	A-Shift	R12	5/21/25 3:23 PM	5/21/25 3:27 PM	No incident found on arrival at dispatch address
PB250011780	3.48	Station 12	A-Shift	R12	5/21/25 6:10 PM	5/21/25 6:14 PM	No incident found on arrival at dispatch address
PB250011828	5.05	Station 12	B-Shift	Q12	5/22/25 8:32 AM	5/22/25 8:37 AM	Removal of victim(s) from stalled elevator
PB250011840	5.43	Station 12	B-Shift	Q12	5/22/25 11:43 AM	5/22/25 11:49 AM	No incident found on arrival at dispatch address
PB250011862	4.70	Station 12	B-Shift	R12	5/22/25 5:13 PM	5/22/25 5:18 PM	EMS call, excluding vehicle accident with injury
PB250011889	8.48	Station 12	B-Shift	R12	5/23/25 1:55 AM	5/23/25 2:04 AM	EMS call, excluding vehicle accident with injury
PB250011905	5.83	Station 12	C-Shift	Q12	5/23/25 10:20 AM	5/23/25 10:26 AM	Defective elevator, no occupants
PB250011921	4.85	Station 12	C-Shift	R12	5/23/25 12:31 PM	5/23/25 12:36 PM	EMS call, excluding vehicle accident with injury
PB250011930	0.48	Station 12	C-Shift	R12	5/23/25 3:20 PM	5/23/25 3:20 PM	EMS call, excluding vehicle accident with injury
PB250011935	6.20	Station 12	C-Shift	Q12	5/23/25 4:20 PM	5/23/25 4:27 PM	EMS call, excluding vehicle accident with injury
PB250011935	6.28	Station 12	C-Shift	R12	5/23/25 4:19 PM	5/23/25 4:26 PM	EMS call, excluding vehicle accident with injury
PB250012063	5.50	Station 12	A-Shift	R12	5/25/25 5:04 AM	5/25/25 5:09 AM	EMS call, excluding vehicle accident with injury
PB250012076	9.67	Station 12	B-Shift	Q12	5/25/25 11:40 AM	5/25/25 11:50 AM	Removal of victim(s) from stalled elevator
PB250012087	5.65	Station 12	B-Shift	R12	5/25/25 3:51 PM	5/25/25 3:57 PM	EMS call, excluding vehicle accident with injury
PB250012132	6.88	Station 12	B-Shift	R12	5/26/25 2:58 AM	5/26/25 3:05 AM	Police matter
PB250012137	7.10	Station 12	B-Shift	Q12	5/26/25 5:09 AM	5/26/25 5:16 AM	Alarm system sounded due to malfunction
PB250012151	6.07	Station 12	C-Shift	R12	5/26/25 10:11 AM	5/26/25 10:17 AM	EMS call, excluding vehicle accident with injury
PB250012154	4.03	Station 12	C-Shift	Q12	5/26/25 10:46 AM	5/26/25 10:50 AM	Motor vehicle accident with

							injuries
PB250012154	4.63	Station 12	C-Shift	R12	5/26/25 10:57 AM	5/26/25 11:02 AM	Motor vehicle accident with injuries
PB250012161	5.03	Station 12	C-Shift	R12	5/26/25 12:05 PM	5/26/25 12:10 PM	EMS call, excluding vehicle accident with injury
PB250012163	6.77	Station 12	C-Shift	Q12	5/26/25 12:53 PM	5/26/25 12:59 PM	Assist invalid
PB250012170	8.90	Station 12	C-Shift	Q12	5/26/25 1:19 PM	5/26/25 1:28 PM	Removal of victim(s) from stalled elevator
PB250012177	6.05	Station 12	C-Shift	R12	5/26/25 2:11 PM	5/26/25 2:17 PM	EMS call, excluding vehicle accident with injury
PB250012181	3.48	Station 12	C-Shift	R12	5/26/25 3:12 PM	5/26/25 3:15 PM	No incident found on arrival at dispatch address
PB250012197	20.12	Station 12	C-Shift	R12	5/26/25 7:33 PM	5/26/25 7:53 PM	Rescue or EMS standby
PB250012201	6.32	Station 12	C-Shift	Q12	5/26/25 8:40 PM	5/26/25 8:46 PM	Assist invalid
PB250012213	4.75	Station 12	C-Shift	Q12	5/27/25 5:06 AM	5/27/25 5:11 AM	Assist invalid
PB250012229	7.68	Station 12	A-Shift	R12	5/27/25 8:57 AM	5/27/25 9:05 AM	EMS call, excluding vehicle accident with injury
PB250012244	3.60	Station 12	A-Shift	Q12	5/27/25 12:14 PM	5/27/25 12:17 PM	Defective elevator, no occupants
PB250012250	4.37	Station 12	A-Shift	R12	5/27/25 1:52 PM	5/27/25 1:57 PM	EMS call, excluding vehicle accident with injury
PB250012254	7.05	Station 12	A-Shift	R11	5/27/25 2:30 PM	5/27/25 2:37 PM	EMS call, excluding vehicle accident with injury
PB250012299	5.47	Station 12	A-Shift	R12	5/28/25 12:37 AM	5/28/25 12:43 AM	EMS call, excluding vehicle accident with injury
PB250012382	3.62	Station 12	B-Shift	R12	5/29/25 1:39 AM	5/29/25 1:42 AM	EMS call, excluding vehicle accident with injury
PB250012425	4.77	Station 12	C-Shift	Q12	5/29/25 3:27 PM	5/29/25 3:32 PM	Removal of victim(s) from stalled elevator
PB250012451	6.03	Station 12	C-Shift	R12	5/29/25 9:40 PM	5/29/25 9:46 PM	Rescue or EMS standby
PB250012456	5.65	Station 12	C-Shift	R12	5/29/25 11:34 PM	5/29/25 11:39 PM	Rescue or EMS standby
PB250012458	4.88	Station 12	A-Shift	E11	5/29/25 11:57 PM	5/30/25 12:02 AM	EMS call, excluding vehicle accident with injury
PB250012458	8.97	Station 12	A-Shift	R12	5/29/25 11:57 PM	5/30/25 12:06 AM	EMS call, excluding vehicle accident with injury
PB250012477	2.13	Station 12	A-Shift	R12	5/30/25 8:48 AM	5/30/25 8:51 AM	EMS call, excluding vehicle accident with injury
PB250012507	6.62	Station 12	A-Shift	Q12	5/30/25 4:35 PM	5/30/25 4:41 PM	Defective elevator, no occupants
PB250012519	6.22	Station 12	A-Shift	R12	5/30/25 6:14 PM	5/30/25 6:20 PM	EMS call, excluding vehicle accident with injury

***Closest unit response- R12 was called for a rescue call outside of Lauderdale by the Sea or another**

station had to come into Lauderdale by the Sea.





Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: June 24, 2025

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: Following is the Town Manager's report for June 24, 2026.

1. Paving

The Town has allocated funds for street paving in the FY25 Capital Improvement budget.

Staff select the streets to be repaved by reviewing the Town's Pavement Sufficiency study and also staff evaluation. On June 26th and 27th, roadway repaving of Ocean Mist and Sailfish Drive in the Bel Air neighborhood will occur. There will be no street parking allowed during these days. Later in the fiscal year, we will pave West Terra Mar Drive. If residents have any questions, they can contact Leroy Chasmer at 954-295-4135.

2. Employees Secure Safety Grant



The Town has been awarded \$4,070 through Preferred Governmental Insurance Trust's Training and Incentive Program for Safety (TIPS)! This achievement highlights our team's proactive commitment to workplace safety and risk prevention. The TIPS program rewards municipalities that invest in protecting employees and public property, helping to reduce liability and promote a culture of safety. This success is a direct result of the dedicated efforts of Sue Courtade, HR Manager, and Tiana Ganswith, Assistant to the Public Works Director, who led the charge in securing this funding. Their leadership not only reinforces our safety

goals but also ensures continued investment in training and preventative measures.

3. Cleaning Downtown Sidewalk Cafe

To maintain the cleanliness of our downtown sidewalk areas, the Town regularly conducts pressure cleaning. The cost of this service is largely offset by the fees collected from businesses operating sidewalk cafés. As outlined in the sidewalk café agreements, restaurants are required to remove all furniture from the sidewalks on scheduled cleaning days to facilitate this cleaning. Unfortunately, many businesses have not been complying with this requirement. We are currently reviewing these obligations with all sidewalk café permit holders. Going forward, if furniture is not removed as required, the Town will pass through any additional charges incurred by our pressure cleaning contractors for furniture removal directly to the responsible businesses.

4. Public Safety Reminder - Remove Your Fobs and Lock Your Doors!



So far this year, the Town has experienced 10 reported vehicle thefts. Alarming, in at least half of these cases, the keys or key fobs were left inside the vehicle or easily accessible to the thief. As a proactive measure to help reduce auto thefts, the Town has installed reminder signs throughout the community. These signs encourage residents and visitors to lock their vehicles and remove all keys or fobs when leaving their cars unattended. This is one of several steps we are taking to promote public safety and prevent crime in our neighborhoods. We appreciate everyone's cooperation in helping to keep our community safe.

5. North Silver Shores Sign

Following the completion of the traffic-calming process in the North Silver Shores neighborhood, it became clear that residents were not in favor of permanently altering traffic patterns to reduce cut-through traffic. However, the process has led to several improvements that are expected to enhance safety and reduce vehicle speeds within the neighborhood. In response to resident concerns, the Town will complete crosswalk enhancements at the intersection of Washingtonia Avenue and Sea Grape Drive. Additionally, permanent radar speed signs have been purchased and will be installed on Sea Grape Drive. These signs will display drivers' speeds and serve as a visual reminder to slow down. Both improvements are

scheduled for completion in July.

6. Astroturf Preemption Signed

On Friday, Governor DeSantis signed HB 683 into law. This legislation requires the Florida Department of Environmental Protection (DEP) to initiate rule-making concerning synthetic turf. Importantly, it preempts local governments from adopting or enforcing any ordinance, resolution, order, rule, or policy that prohibits a property owner from installing synthetic turf on single-family residential properties, provided the turf complies with DEP standards once established. At this time, the Town does not have specific regulations governing synthetic turf installations; however, we do regulate landscaping with respect to pervious and impervious surface requirements. Until the DEP finalizes its rulemaking, staff recommends suspending enforcement of code violations related to synthetic turf installations on private residential properties.

That said, we believe it remains critical to regulate the placement of synthetic turf within the Town's right-of-way. This area frequently requires excavation for maintenance of public infrastructure such as streets and sewer systems. Synthetic turf in the right-of-way poses logistical challenges, as Town staff do not maintain an inventory of matching turf for restoration following such work. As a result, allowing turf installations in these areas could lead to inconsistent appearance and increased maintenance burdens. Staff will continue to monitor DEP's rulemaking process and will revisit local code considerations once state standards are in place.

Commission Action Requested - Confirm staff's recommended action regarding synthetic turf placement.

7. Upcoming Meetings

Date	Meeting Type	Time
June 26	Code Compliance	5:00 PM
July 1	Charter Review Board	6:00 PM
July 8	Budget Workshop	5:00 PM
July 8	Commission Meeting	6:30 PM
July 10	Planning and Zoning Board	6:00 PM

Recommendation:

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: June 24, 2025

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes for May 27, 2025 and June 10, 2025.

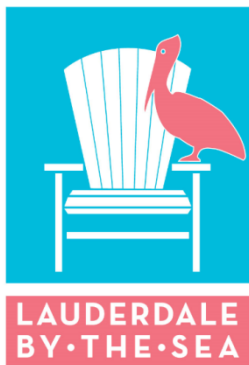
Explanation: Approval of Minutes for the following meetings:

- May 27, 2025 Regular Commission Meeting
- June 10, 2025 Ethics Training

Recommendation: Accept/Approve

Exhibits:

1. 5-27-25 Regular Commission Meeting Minutes
2. 6-10-25 Ethics Training Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
Jarvis Hall
4505 N. Ocean Drive
Tuesday, May 27, 2025
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:34 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Deputy Town Manager/Public Works Director Ken Rubach, Town Attorney Susan L. Trevarthen, Director of Budget and Finance Lucila Lang, Assistant Director of Budget and Finance Edner St. Jean, Development Services Director Jhanelle Campbell, Assistant Development Services/Code Compliance Director Terry-Ann Boyd, Assistant to the Town Manager Courtney Easley, 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

None.

5. PRESENTATIONS

a. BSO Budget Presentation

Broward Sheriff's Office (BSO) Colonel Andrew Dunbar recalled that he met with Town Staff some weeks ago to discuss the reasons behind budget increases proposed for fiscal year (FY) 2025-2026. Over the last five years, BSO has seen increases in a number of trends, including employees entering and leaving the Sheriff's Office. BSO determined that its staff was underpaid at all levels in comparison to counterparts in the Tri-County area, which made it more difficult to recruit and retain both sworn and civilian employees.

To address this concern, BSO hired an outside consultant used by many Broward County municipalities for a salary study, including a targeted market study of 17 peer organizations and 150 benchmarked classifications. The overall market results showed that BSO is behind market rate.

Colonel Dunbar noted that the longer it takes to implement change, the farther behind BSO will fall. For this reason, BSO has implemented a two-year plan. He advised that Lauderdale-By-The-Sea was provided with a consideration letter including the total cost of the percentage difference, which increased from 5% to 13.2%. This increase applies to the entire consideration of services, not only to salaries.

Mayor Malkoon requested clarification of whether the 8.2% increase in budget would apply to the coming fiscal year only or the next fiscal year as well. Colonel Dunbar replied that he cannot provide a specific number for the next year, as considerations include Florida Retirement System (FRS) costs which have not yet been provided. Each municipality's costs will be different depending upon the services in their contracts.

Mayor Malkoon asked if BSO plans to undertake salary surveys on a regular basis going forward. Colonel Dunbar stated that a salary survey is recommended every five years.

Commissioner Graziano asked what incentives BSO has provided to retain its employees. Colonel Dunbar replied that there are several incentive tracks, including leadership and education. BSO is also implementing a retention unit.

Commissioner Graziano pointed out that BSO-related expenses already constitute approximately \$6.1 million of the Town's budget. He requested additional information on the Deputies who may be assigned to the Town. Colonel Dunbar advised that he cannot predict the expertise level of the Deputies who will work in Lauderdale-By-The-Sea, as this can depend upon factors such as BSO's transfer window.

Commissioner Graziano asked if the 13.2% cost applies to other communities besides Lauderdale-By-The-Sea. Colonel Dunbar confirmed that every municipality's percentage is different based upon its needs, and the 13.2% increase is based on the entire consideration and not salaries alone.

Commissioner Pouloupoulos asked how the Town's cost increase percentage compares to most other Broward municipalities over the next two years. Colonel Dunbar again stated that this depends upon what the municipalities are asking from BSO. He characterized the Town's position in this range as slightly above the midpoint.

Commissioner Poulopoulos explained that he wished to clearly understand what the Town can expect in the future in terms of its consideration. Colonel Dunbar advised that the results of the recently completed salary study will need to be implemented and evaluated across the entire organization before BSO undertakes another salary study. He pointed out that there are seven unions that bargain collectively with BSO, and that BSO also acts as a steward of taxpayer dollars.

Commissioner Poulopoulos observed that while he understood the need for the increase, his intent was to ensure that the increase is consistent with what the Town needs and can expect in return. He emphasized that public safety is a continuing priority.

Mayor Malkoon asked if BSO has reviewed its expenditures to identify potential cost-saving measures as an alternative to passing on significant increases to municipalities. Colonel Dunbar confirmed that this has been done. Mayor Malkoon concluded that he would have preferred to see the proposed increase built into the Town's contract at the time it was signed.

b. Business for the Arts Broward

Robyn Vegas, representing Business for the Arts Broward, explained that this organization is a nonprofit which encourages the business community to support art and culture. The organization has received a sponsorship to bring a new mural to Lauderdale-By-The-Sea. Florida Purchasing Agency will donate the wall and contribute to the project.

The two-story wall is located on Commercial Boulevard on the south side of the street. Five artists who are learning how to produce murals will work with a lead artist. The project's costs are estimated at \$95,000, and Business for the Arts Broward has raised all necessary funds and will donate them to the City for this use.

Community surveys were sent out earlier in the spring to allow residents and business owners to provide input on what they would like to see from the mural. The design will be presented to the Town Commission in August 2025 and painted in September and October, weather permitting. There will also be a sponsor paint day in which sponsors may participate in executing the mural.

Laurie Pratico, lead artist for the mural project, stated that she will direct the overall design, which will resemble a postcard. Responses to the survey reflected interest in a design involving the sea, sun, ocean life, Adirondack chairs, umbrellas, and more.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Patrick Ucci, resident, addressed public safety, advising that his wife was the victim of a recent car theft during daylight hours. He pointed out that crime has increased since the previous year, and asked what the Town and its residents can do to create a safer environment.

Linda Thompson Gonzalez, resident, stated that the state of Florida is under consideration for new offshore oil drilling. She requested that the Town Commission consider approving a Resolution in opposition to this proposal, pointing out that the Florida Legislature recently passed legislation to ban oil drilling in parts of the state. The Bureau of Ocean Energy Management's deadline for public comment on this issue is June 12, 2025.

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

7. PUBLIC SAFETY DISCUSSION

a. BSO April 2025 Public Safety Report

BSO Captain Bill Wesolowski recognized Detective Ben Koos as Employee of the Month for April 2025 for his investigation into e-bike and scooter thefts, using the Town's license plate reader (LPR) cameras to identify and apprehend the perpetrators.

Captain Wesolowski also thanked members of the Citizen Observer Patrol for their assistance during the Town's recent Easter Egg Hunt.

Captain Wesolowski further addressed auto thefts, adding that BSO can share literature on auto theft prevention with the Town for dissemination to the public. Mayor Malkoon noted that he and the Town Manager recently met with the Captain to discuss different levels of Police protection as well as public education.

Vice Mayor Strauss asked if there are enhanced penalties for vehicle thefts in comparison to bicycle thefts. Captain Wesolowski replied that any vehicle with an engine or motor is

now considered a vehicle, which can increase the charge from petty theft to grand theft or auto theft.

Vice Mayor Strauss also asked if a grant program is available to offset the cost of personal security devices such as front door cameras. Captain Wesolowski stated that he will look into this possibility.

Commissioner Pouloupoulos noted that BSO's April 2025 Public Safety Report included many concerning statistics, suggesting that many of the crimes reported appear to originate from outside the Town. He observed that if there is an increase in BSO's costs, there will be an expectation of improved protection as well.

Commissioner Pouloupoulos also requested additional information on a drowning that occurred on April 2, 2025. Captain Wesolowski advised that this incident is still under active investigation.

b. PBFR April 2025 Public Safety Report

Fire Marshal Ashley Zalewski reported that Pompano Beach Fire Rescue (PBFR) responded to 178 calls in the month of April 2025, with an average response time of over six minutes. Over 14 calls involved responses by other stations, which contributed to the higher response time.

Commissioner Pouloupoulos asked if any other representatives of PBFR have indicated they would attend Town meetings. Fire Marshal Zalewski replied that she did not have an answer to this question.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors stated that the Town can expect a high seaweed accumulation for the rest of the year, and Staff is prepared for this likelihood.

Code Compliance has shifted its focus to consideration of outstanding balances. 40 letters have been sent to property owners with liens of less than \$5000, and five properties have responded, with payment totaling \$5600.

Town Manager Connors recognized Tiffany Coquis, who represented Lauderdale-By-The-Sea in the recent Miss Florida pageant, for her representation of the Town.

Deputy Town Manager/Public Works Director Ken Rubach recently attended Emergency Operations Center (EOC) training in preparation for hurricane season, which begins on June 1, 2025. Town Manager Connors strongly encouraged residents who may be at risk in the event of an emergency to pre-register with Broward County's Vulnerable Population Registry. Similarly, they may register for the Broward County Special Needs Shelter, which provides transportation and facilities for individuals with special needs. Registration is available on the Broward County website.

Dive Into Summer is scheduled for June 7, 2025 in El Prado Park. Music events will run from 3 p.m. until 9 p.m. and family-friendly activities, a vendor village, and food options will be provided. The Town will continue to partner with nonprofit organization SCUBA for Good.

Beginning on Monday, June 2, 2025, the Town's tennis courts will be closed for replacement of the fence. This is expected to take three to four weeks, after which the courts will reopen for use. Signage is posted at the courts, and e-blasts will be sent to residents.

Staff is preparing the Town's draft budget for presentation to the Commission. Town Manager Connors explained that the budget season requires coordination to ensure budget hearings are not scheduled in conflict with either the Broward County Board of County Commissioners or the Broward County School Board. She also recalled that the Commission requested budget workshops be scheduled after the County has provided property assessments on July 1, 2025. The following special meetings are proposed:

- July 8: Special Meeting (in addition to Regular Commission Meeting) to establish the Fire Assessment
- July 22: Special Meeting (in addition to Regular Commission Meeting) to set the tentative millage rate
- September 10: first Budget Meeting to adopt tentative budget
- September 12: Special Meeting to set the final Fire Assessment
- September 24: final Budget Meeting at which the millage rate and budget are adopted

Town Manager Connors advised that Broward County's Solid Waste and Recycling Master Plan has been completed. Public outreach meetings are scheduled for Monday, June 16, 2025 at Treetops Park in Davie and Tuesday, June 17 at the Downtown Event

Center in Fort Lauderdale. Residents are asked to RSVP by June 9 if they wish to attend in person. They may also attend via Zoom or YouTube.

Mayor Malkoon explained that seaweed was a major issue in past years, and the Town increased the raking and cleaning of its beaches to seven days per week at that time. This daily cleaning continues at present.

Commissioner Pouloupoulos asked if the Commission should establish dates for the Town's budget hearings at this time. Town Manager Connors explained that the Commission may schedule additional meetings on the dates at which the Fire Assessment will be discussed if they wish to include the overall budget as well.

Director of Budget and Finance Lucila Lang recommended that the Commission schedule budget discussions on the Fire Assessment dates, pointing out that the tentative millage rate will be set at the July 22 meeting. This will help them to make a fully informed decision and will allow time for any changes to be made to the budget.

Commissioner Pouloupoulos and Vice Mayor Strauss indicated support for a budget discussion at an earlier date than July 22. It was determined that the first budget discussion would be scheduled for July 8, 2025 at 5 p.m. and the proposed workshop on July 22 would not be necessary.

b. March 2025 Finance Report

Director of Budget and Finance Lang recalled that at the May 13, 2025 meeting, she was directed to reach out to Truist Bank to determine whether they could increase the Town's checking account interest rate. Truist increased this rate to 2.85%, effective May 1. While the Town has Treasury Bills with some institutions, there are none with Truist.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen stated that the Florida Legislature bills discussed at the May 13 Commission meeting have not yet been sent to the Governor for action.

Mayor Malkoon requested additional information on changes proposed to the Live Local Act. Town Attorney Trevarthen explained that the Live Local Act permits business zoning districts to be eligible for Live Local projects; however, there have been very few such inquiries in Lauderdale-By-The-Sea due to its uniform height limit. Any buildings that are

noticeably taller than the built environment were constructed under prior regulatory frameworks that no longer apply.

Town Attorney Trevarthen confirmed that the proposed changes to the Live Local Act, although they have not yet been signed into law, would open zoning districts such as RM-25 as potential locations for projects; however, it is not likely that a project would make economic sense in the Town.

Town Attorney Trevarthen further clarified that in order to meet the Live Local Act's mandate, a project must be at least 65% residential, 40% of which must be affordable at the workforce housing level. This level is defined as earning 120% of average median income (AMI).

Town Attorney Trevarthen also pointed out that less than 20% of Lauderdale-By-The-Sea has been designated for non-residential use, which means any Live Local Act project within the Town must be a mixed-use project. The percentage required for residential and affordable units is determined by the overall square footage of the project.

Town Attorney Trevarthen recalled that the Commission also previously discussed Senate Bill (SB) 180, although it has not yet been signed by the Governor. If this bill is signed, it would effectively strip land use and zoning power from municipal authorities through October 2027.

10. APPROVAL OF MINUTES

a. Approval of Minutes for May 7, 2025

Commissioner DeNapoli noted a correction to the minutes for the May 7, 2025 Commission workshop: he was present in person and not by phone.

Commissioner Graziano made a motion, seconded by Commissioner Poulopoulos, to approve [as amended]. Motion carried 5-0.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Commissioner Graziano's Request for a \$5000 Donation to Support Tiffany Coquis as Miss Lauderdale-By-The-Sea.

Commissioner Graziano stated that he felt the Town benefited from its representation by Miss Lauderdale-By-The-Sea, Tiffany Coquis, at the recent Miss Florida USA pageant. He noted that funds are available within the Town's budget for this expense, which he felt was a worthy cause.

Mayor Malkoon noted that the budget from which the proposed donation would be taken is the Town's marketing budget. Commissioner Graziano confirmed that this was his intent.

Commissioner Pouloupoulos did not agree with the proposal, pointing out that budgeted funds are taxpayer money and should not be used in a manner that did not provide a benefit to constituents. He added that the pageant has already taken place, which would mean the funds would be a reimbursement.

Commissioner Graziano made a motion to approve. [The motion died for lack of second.]

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner DeNapoli expressed concern for the recent auto theft mentioned during Public Comment, and extended his condolences to the affected residents. He emphasized that the Commission is committed to working with Police and community partners on any follow-up issues or improvements.

Commissioner DeNapoli added that in 2018, Florida voters approved a Constitutional amendment banning offshore oil and gas drilling in state waters, which extend up to nine miles from the coast.

Commissioner DeNapoli concluded by encouraging residents to attend the upcoming Dive Into Summer event at El Prado Park.

Commissioner Graziano also spoke in opposition to offshore drilling, noting the importance of the Town's lifestyle to the tourism economy, particularly on Florida's East Coast. He thanked Town Staff for the backup materials accompanying his donation request.

Vice Mayor Strauss also encouraged attendance at the upcoming Dive Into Summer event, pointing out that the event benefits SCUBA for Good, which offers diving opportunities to individuals with disabilities.

Mayor Malkoon emphasized the value of hurricane preparedness, including emergency plans.

All present wished Commissioner DeNapoli a happy birthday.

16. ORDINANCES 1ST READING

None.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

- a. **Resolution 2025-23: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING TELE-VAC SOUTH INCORPORATED FOR SANITARY SEWER/STORM DRAIN MAINTENANCE AND REPAIR SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2025-04-01; AUTHORIZING THE TOWN MANAGER TO EXECUTE A MULTI-YEAR AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Deputy Town Manager/Public Works Director Ken Rubach explained that the contractor would help clean and identify any issues within the Town's sanitary sewer system, including leaks, deficiencies in infrastructure, and emergencies such as storm sewer drainage. This service is critical to the Town's Community Rating System (CRS) rating, which determines the level of insurance discount available to Town residents. It is also part of the Town's hurricane preparation process.

Four firms responded to the request for proposal (RFP), although only three of the bids met the necessary criteria for opening. The selected contractor was significantly less expensive than other providers based on the lineal footage estimated by the Town, and was the provider with the highest rating from the Selection Committee.

Commissioner DeNapoli asked how the proposed contract compares to the previous contract with respect to pricing. Deputy Town Manager/Public Works Director Rubach replied that there was a slight price increase.

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

- b. Resolution 2025-24: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF CUSTOM PAVERS FROM EARTH SURFACES OF AMERICA, INC. FOR THE CONNIE HOFFMANN OCEAN PLAZA IN AN AMOUNT NOT TO EXCEED \$34,517.50; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Deputy Town Manager/Public Works Director Rubach explained that this Resolution authorizes the purchase of additional custom pavers for the Plaza. While the company that provided pavers in 2012 has changed hands, the Town was able to secure additional pavers of the same style for replacement purposes.

Commissioner Pouloupoulos asked if the pavers need replacement due to the partial occupation of the Plaza space by the Aruba Beach Café. Deputy Town Manager/Public Works Director Rubach stated that the pavers have undergone normal wear and tear, much of which is outside the dining area.

Commissioner Pouloupoulos noted that the Town's agreement with Aruba Beach Café is up for potential renewal in fall 2025, and recommended that the Commission review whether or not they wish to continue with the lease.

Commissioner DeNapoli asked how much space the purchased pavers would cover. Deputy Town Manager/Public Works Director Rubach explained that 20% to 30% of the order would replace existing pavers; the remainder would be stored in case they are needed in the future.

Vice Mayor Strauss recommended that the extent of the wear and tear on the pavers be documented with photographs before and after replacement, both in the area leased by Aruba and the general public area as well.

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

c. Resolution 2025-25: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HITCHCOCK DESIGN GROUP FOR DESIGN SERVICES FOR EL PRADO PARK; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Alex Fenech, representing Hitchcock Design Group, recalled that the consultants have conducted two community input sessions regarding potential plans for El Prado Park, and posted a survey which received 128 responses. This feedback has been incorporated into the proposed design. He characterized the project as enhancement rather than redevelopment.

Mr. Fenech noted that the Commission had seen two options presented at a previous meeting and indicated support for Option B, including some elements of the Option A design as well. Proposed features include:

- On-street parking, with the addition of bicycle parking
- A small welcome plaza with fountains
- Replacement of synthetic turf with natural grass

- Minor elevation changes to maintain ocean views
- Large shade structure
- Possible hammock grove
- Plaza with seating near the existing seawall
- Addition of artwork and Mid-century Modern furniture

The Commissioners discussed the presentation, including:

- Proposed seating area near the seawall
- LBTS letters
- An open shade structure with east/west orientation if possible
- Safe electrical outlets and storm resiliency
- Access to water hoses
- Preparation for possible future undergrounding of utilities
- Location of seating outside the tent area, including seating near palm trees
- Pros and cons of pavers or stamped concrete in non-grass areas

Commissioners Pouloupoulos and Graziano expressed concern with the potential for liability related to the proposed hammock grove. Mayor Malkoon shared a safety concern regarding the elevated seating area. Mr. Fenech advised that the next step of the process will include a closer look at potential materials, including surfaces.

Deputy Town Manager/Public Works Director Rubach stated that the firm incorporated interests and concerns from residents, Staff, and the Commission in their plans for the project. The Resolution seeks approval of the full design. Multiple sub-consultants will be involved in the civil engineering, coastal permitting, structural and electrical engineering, and irrigation processes. The contract also includes a cost estimator to ensure the project remains as close to budget as possible.

If approved, 50% of the construction documents will be complete within six weeks, followed by Town review and an updated presentation to the Commission. Deputy Town Manager/Public Works Director Rubach advised that the permitting phase is expected to take roughly three months, followed by construction within six to eight months. Materials will be ordered in advance where possible.

The total costs of design, permitting, and construction administration are estimated at \$208,873. The overall cost of the project is estimated at approximately \$1.25 million over two fiscal years, not including \$200,000 in grant funds. The Town may be able to apply for additional grant dollars in 2026.

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

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 8:45 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION ETHICS TRAINING
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, June 10, 2025
4:00 PM**

1. Attendees

Mayor Edmund Malkoon, Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner Pouloupoulos.

2. Presenters

Town Attorney Robert Myers and Town Attorney Susan Trevarthen

3. Presentation

Ethics Training for Town Elected Officials

4. Duration: 2 hours

Mayor Edmund Malkoon

ATTEST:

Town Clerk

Date



Agenda Item No: 18.a.

Town Commission Agenda Item Report

Meeting Date: June 24, 2025

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: Resolution 2025-27: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR DESIGN, PERMITTING, AND BIDDING ASSISTANCE SERVICES RELATING TO THE BOUGAINVILLE/POINCIANA STORMWATER IMPROVEMENT PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation:

As part of our FY 25 CIP list the Commission included design work for a critical stormwater project on Poinciana & Bougainvillea. The scope of the project includes roadway and drainage improvements for 3,300 linear feet of Poinciana Street, from Pine Avenue to 200 feet north of Commercial Boulevard, and Bougainvillea Drive, from street number 4512 to 250 feet north of Commercial Boulevard. The majority of this project (Poinciana Street) was identified in the 2020 Stormwater Master Plan Update as in need of drainage improvements to alleviate ponding and promote percolation by installing exfiltration trenches. The exfiltration trenches will also capture some runoff that currently discharges west contributing to flooding in low lying neighborhoods.

The roads are proposed to be resurfaced and regraded to facilitate drainage runoff to inlets. The style of the roadway design will match the portion of Bougainvillea Drive that was reconstructed in 2012, featuring side parking and decorative elements. It is anticipated that this project, although designed as a whole, will be constructed in phases to be determined. We have also applied for a state appropriation of \$750,000 for the construction of this project.



The Town and Baxter & Woodman, Inc. (“Baxter”) entered into a Continuing Contract on October 21, 2024, pursuant to RFQ 24-07-01 (the “Continuing Contract”). Baxter was requested to submit a Proposal to perform this design. The scope of services includes the following tasks (collectively, the “Services”):

Data Collection- Consultant will perform a site visit to document and assess existing conditions. Any potential conflicts or design considerations will be noted. Potential locations for landscaping will be identified and concerns that may affect construction will also be noted. In addition, the Consultant shall furnish the services of a professional surveyor to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. As required by Broward County, the design survey shall utilize the 1988 NAVD datum. All existing facilities and utilities within these limits will be referenced by baseline station with an offset distance (left or right) from baseline for the project.

Preliminary Design Services- Consultant shall prepare a conceptual layout of the proposed facilities based on the locations of existing utilities to minimize conflicts. Roadway layout will be conceptualized and included to illustrate travel lanes, turn lanes, curbing, sidewalks, side parking, striping, decorative thermal stamping and landscaping. The conceptual design and site layout will be reviewed with Town staff to solicit comments prior to moving forward with design. A public outreach meeting will also be attended where the Consultant will present the conceptual layout to the residents, answer questions and solicit feedback. The consultant will prepare boards or a slide presentation depending on the venue of the meeting.

Design Services- The work will include preparation of drawings and specifications to be used for soliciting proposals via advertised RFQ. The Consultant shall attend a second public outreach meeting with residents and a presentation to the Town Commission to explain the project and answer questions regarding concerns that are raised.

Permitting- The Consultant will meet with Broward County Environmental Licensing & Building Permitting Division to discuss the permitting requirements. The County will also review the project on behalf of the South Florida Water Management District (SFWMD) for an Environmental Resource Permit ERP. A dewatering permit will likely need to be obtained and reviewed by SFWMD concurrently with the other permit application reviews because of the vicinity of tidal waters and concerns regarding saltwater intrusion. An application submittal will also be made to Broward County Traffic Department. Services do not include preparation and submittal of the NPDES Notice of Intent (NOI) and Notice of Termination (NOT) applications. Consultant shall prepare and sign/seal permit applications for Broward County and SFWMD, submit the required documentation for the applications, and address agency comments.

Bidding Assistance - The Consultant will prepare Contract Document packages (i.e., bid form, drawings and specifications) for Town advertisement and bidding purposes.

The design and permitting will take approximately 58 weeks to complete, so we can anticipate construction beginning in late 2026/early 2027. However, this is subject to contractor as well as materials availability.

The cost for the design is \$257,209.00. Funding for this design is coming from two accounts: \$220,000 from 300-576136-500629 (Capital Outlay-Design/Permit Bougainvillea/Poinciana) and \$37,209 from 001-541100-500315 (General Fund-Public Works- Professional Services).

Recommendation: Staff recommend approval of Resolution 2025-27; approving a Work Authorization with Baxter & Woodman for Design Services for the Bougainvilla/Poinciana Stormwater Improvement Project and authorizing the Town Manager to execute the work authorization.

Exhibits:

1. Resolution 2025-27 Bougainvilla Poinciana Design

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR DESIGN, PERMITTING, AND BIDDING ASSISTANCE SERVICES RELATING TO THE BOUGAINVILLEA/POINCIANA STORMWATER IMPROVEMENT PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) issued Request for Qualifications No. 2024-07-01 (the “RFQ”) for continuing professional services in accordance with the Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes (the “CCNA”) (the “Services”); and

WHEREAS, on September 18, 2024, the Town Commission adopted Resolution No. 2024-39, which approved the rankings of respondents to the RFQ and authorized the Town Manager to negotiate a continuing professional services agreement with the top seven ranked qualified firms, including Baxter & Woodman, Inc. (the “Consultant”) for continuing professional engineering and traffic engineering services (the “Services”); and

WHEREAS, pursuant to Resolution 2024-54, the Town entered into a continuing professional services agreement (the “Continuing Contract”) with the Consultant; and

WHEREAS, the Town is in need of design, permitting, and bidding assistance services (the “Services”) for the Poinciana/Bougainvilla Roadway and Drainage Improvements Project (the “Project”); and

WHEREAS, in accordance with the terms of the Continuing Contract, the Town solicited and the Consultant submitted a proposal to provide the Services for the Project in the amount of \$257,209 (the “Proposal”); and

30 **WHEREAS**, Town staff recommends utilizing the Consultant for the Services related to
31 the Project; and

32 **WHEREAS**, the Town Commission wishes to issue a work authorization to the Consultant
33 for the Services in an amount not to exceed \$257,209, consistent with the Consultant’s Proposal
34 and the Continuing Contract previously entered into between the Town and Contractor (the “Work
35 Authorization”); and

36 **WHEREAS**, the Town Commission deems it to be in the best interest of the Town and its
37 residents to approve the Work Authorization with the Contractor for the Services.

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

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

42 **Section 2. Work Authorization Approved.** The Town Commission hereby approves
43 the Work Authorization with the Consultant for the Services in substantially the form attached
44 hereto as Exhibit “1.”

45 **Section 3. Authorization to Execute the Work Authorization.** The Town Manager
46 or designee is hereby authorized to execute the Work Authorization with the Consultant in an
47 amount not to exceed \$257,209, together with such non-substantial changes as are deemed
48 necessary by the Town Manager and approved as to form and legal sufficiency by the Town
49 Attorney.

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

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

PASSED AND ADOPTED this ____ day of June 2025.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

WORK AUTHORIZATION

Between

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

And

Baxter & Woodman, Inc.

for

Work Authorization No. _____

PROJECT NAME

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

Contractor: Baxter & Woodman, Inc			
Address: 1601 Forum Place, West Palm Beach, FL 33401			
Solicitation Name and No.: Agreement Description: Continuing Professional Services Contract Dated: <u>10/21/2024</u>		Work Authorization No.: ____ Effective Date: ____ Completion Date: <u>58 weeks after NTP</u>	
P.O. # For Work Authorization: To Be Assigned		Budget:	
Task Description: Provide data collection, design, permitting and bidding assistance services for roadway and drainage improvements on Poinciana Street and Bougainvilla Drive. See detailed scope of services for limits of project area and description of the project components.			
In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit "A" (Scope of Services). All required services will be completed in an amount not to exceed the amount set forth below and in Exhibit "B" and in accordance with the schedule reflected on Exhibit "C".			
The total amount shall not exceed \$XXXXX, unless additional services are authorized by the Town in writing.			
	Method of Compensation (Lump Sum, Hourly NTE)	Amount (\$)	<i>Project Code</i>
Data Collection	Lump Sum	\$120,194.00	
Preliminary Design	Lump Sum	\$33,544.00	
Design	Lump Sum	\$73,604.00	
Permitting	Lump Sum	\$22,384.00	
Bidding Assistance	Lump Sum	\$6,483.00	
Reimbursables	NTE	\$1000.00	
Total		<u>\$257,209.00</u>	
Other Notes:			
1. This Work Authorization is subject to the same terms and conditions of the Continuing Professional Services Contract date (INCLUDE DATE) (the "Contract"). 2. Project Scheduled to be Approved by the Town Commission at the _____ Commission Meeting (if over \$20,000). 3. Nothing in this Work Authorization or the Contract shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.			

4. Scrutinized Companies

- a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

5. Chapter 119 (Public Records). The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- a. CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
- b. Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall

destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- e. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, Townclerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning one (1) original signed copy and one (1) electronic signed copy to the Town Manager. The Town will send you one fully executed copy.

Town of Lauderdale-By-The-Sea Approval:

Linda Connors, Town Manager

(Signature)

(Date)

Katrina Adler, Town Clerk

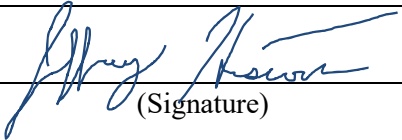
(Signature)

(Date)

Contractor Acceptance:

Contractor Name: Jeffrey G. Hiscock, P.E.

Title: Associate Vice President



(Signature)

6/2/2025

(Date)

Exhibit A – Scope of Services

Poinciana/Bougainvilla Roadway and Drainage Improvements Design, Permitting, and Bidding Assistance

A. Background

Project includes roadway and drainage improvements for 3,300 linear feet of Poinciana Street, from Pine Avenue to 200 feet north of Commercial Boulevard, and Bougainvilla Drive, from street number 4512 to 250 feet north of Commercial Boulevard. The majority of this project (Poinciana Street) was identified in the 2020 Stormwater Master Plan Update as in need of drainage improvements to alleviate ponding and promote percolation by installing exfiltration trenches. The exfiltration trenches will also capture some runoff that currently discharges west contributing to flooding in low lying neighborhoods.

The roads are proposed to be resurfaced and regraded to facilitate drainage runoff to inlets. The style of the roadway design will match the portion of Bougainvilla Drive that was reconstructed in 2012 with side parking and decorative features. It is anticipated that this project, though to be designed as a whole, will be constructed in phases to be determined. A rough Engineer's Opinion of Construction Cost is estimated at \$3.5 million assuming competitive bidding.

The Town has requested Baxter & Woodman, Inc. (Consultant) to design the recommended drainage improvements as well as associated roadway improvements and streetscaping. The scope also includes permitting, and bidding assistance services.

The project components include:

- Drainage improvements (pipes, manholes, inlets and exfiltration trenches)
- Roadway Improvements (resurfacing, regrading, sidewalks, striping, decorative stamping and landscaping).

Work Authorization No. 17 provides the scope of work, schedule, and fees for data collection, design, permitting, and bidding assistance services for this project.

B. Scope of Services

The Consultant's Engineering Services shall include the following tasks:

- Task 1 – Data Collection
- Task 2 – Preliminary Design
- Task 3 – Design
- Task 4 – Permitting
- Task 5 – Bidding Assistance



EXHIBIT 1

The specific scope of services to be provided by Consultant in this Work Authorization includes the following:

Task 1 - Data Collection

Subtask 1.1 Site Visit

Consultant will perform a site visit to document and assess existing conditions. Any potential conflicts or design considerations will be noted. Potential locations for landscaping will be identified and concerns that may affect construction will also be noted.

Subtask 1.2 Topographical Survey

Consultant shall furnish the services of a professional surveyor to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. As required by Broward County, the design survey shall utilize the 1988 NAVD datum. All existing facilities and utilities within these limits will be referenced by baseline station with an offset distance (left or right) from baseline for the project and will include the following:

1. Existing horizontal and vertical control will be recovered and/or set as needed. Control will be referenced from the Broward County Control Network which is the NAD83/90 and NGVD88 datums. Benchmarks will be set at a maximum of 600-foot intervals and referenced to an existing established FDOT, CITY or County benchmark. Above ground data will be obtained to create a surface of the existing conditions. Topography will include visible fixed improvements such as bank lines, natural ground, curbing, asphalt, above ground utilities, etc. Limits of vegetation and trees equal to or greater than 4-inch DBH (diameter at breast height) will be collected and shown. Sufficient data will be obtained to create a DTM surface. Grade breaks will be included. The maximum interval between points on a straight line will be 50 feet and 25 feet on a curve.
2. Existing drainage and gravity sanitary structures and pipes including invert elevations, top of structure elevations, bottom of structure elevations, pipe directions, pipe connectivity, pipe sizes and pipe materials will be surveyed. Upstream and downstream structures will be located.
3. Right-of-way and baseline on the project limits will be provided. If a historic baseline does not exist, one will be created (established from south to north and west to east). Information will be based on readily available data such as plats, deeds, and property appraiser website. Individual lots with associated data will be shown. Field monumentation will be searched and located.
4. SUE Investigation: Consultant will provide the services of a registered professional surveying company to perform a SUE investigation. This investigation will be performed in general accordance with ASCE Standard 38-02: Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. A search will be conducted for the existence and approximate location of subsurface utilities within the project limits except those listed under Exclusions below. The specific work includes:
 - A. Records Research through customary means:
 - a. Identify utilities anticipated to exist in the project limits.
 - b. Document responses and compile record information.

- B. Field Investigation using appropriate surface geophysical techniques:
 - a. Documented conductive utilities – designate with the objective of achieving Quality Level B for conductive utilities. Where not possible, lower Quality Levels will be established. Utilities of non-conductive material installed with serviceable tracer wire or tape will be considered conductive. It is important to note, however, that the depicted location of such utilities represents the tracer rather than the actual utility.
 - b. Documented non-conductive utilities – investigate with the objective of achieving Quality Level C. Where not possible, depict at Quality Level D.
 - c. Undocumented utilities – are those utilities that may exist in the project area that have not been previously identified, are not discovered during records research, and for which there is no prior knowledge. Standard search protocol will be used in an attempt to determine the existence and approximate location of undocumented utilities; however, this work cannot guarantee that all utilities will be found and depicted.
- C. Quality Level exceptions – the following utilities will be investigated with the objective of achieving the specific Quality Level stated:
 - a. Gravity sanitary sewers – Quality Level C.
 - b. Non-conductive utilities with ready access allowing sonde, metal tape or detection rod insertion and tracking – Quality Level B.
 - c. Subaqueous crossings – Quality Level D.
- D. Exclusions – the following utilities and/or components will not be investigated:
 - a. Utility vault or manhole interiors
 - b. Traffic control loops
 - c. Signage wiring
 - d. Irrigation lines
 - e. Cathodic protection
 - f. Thrust blocks.
 - g. Septic systems.
 - h. Underground storage tanks, piping and wiring.

Subtask 1.3 Geotechnical

Consultant shall furnish the services of a professional geotechnical engineer to provide subsurface investigations (data shall be incorporated into the design documents) of the project area that will include:

- Obtain seven (7) pavement cores to determine asphalt thickness and the nature and thickness of the base material.
- Perform eight (8) standard penetration test (SPT) borings to depths 15 feet. Soils will be characterized and depths of pavement, base and subgrade will be identified.
- Perform five (5) percolation tests to determine hydraulic conductivities needed for exfiltration trench calculations.
- MOT plan for work in travel lanes.
- Evaluate field data collected and provide signed and sealed geotechnical engineering evaluation report with recommendations regarding excavation, pipe bedding, and backfill/compaction.

Subtask 1.4 Utility Coordination

Coordination with utility agencies (electric, phone, gas, cable TV, and fiber optics, potable water, sanitary sewer, etc.) shall be performed to collect record information. A field reconnaissance of the proposed pipeline alignment shall also be performed. Photograph log walk-through will be included. In addition, potential underground existing utilities will be identified. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

Subtask 1.4 Field Verification –Test Holes

Consultant shall furnish the services of a professional underground services company to provide underground field locations of affected existing utilities. The work shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities within the project limits. It is estimated that approximately twenty-four (24) utility locations will need to be pot-holed.

Task 2 – Preliminary Design Services

Subtask 2.1 Conceptual Layout

Consultant shall prepare a conceptual layout of the proposed facilities based on the locations of existing utilities to minimize conflicts. Roadway layout will be conceptualized and included to illustrate, travel lanes, turn lanes, curbing, sidewalks, side parking, striping, decorative thermal stamping and landscaping.

Subtask 2.2 Hydrologic & Hydraulic Modeling

The Stormwater Master Plan Model will be utilized to build a more detailed drainage simulation of the project drainage based on the conceptual design layout. This model will confirm the pipe sizes and will be needed as part of the permit submittals. Exfiltration trench storage will be added to model to assess the benefits of adding subsurface storage. A drainage report will be prepared.

Subtask 2.3 Technical Memorandum

A technical memorandum will be prepared with the findings of the preliminary engineering design. The modeling results will be presented with tables and figures. The conceptual layout will be provided on 11” by 17” exhibits and a conceptual construction cost estimate will be provided.

Subtask 2.4 Design Review and Public Outreach Meetings

The conceptual design and site layout will be reviewed with Town staff to solicit comments prior to moving forward with design. A public outreach meeting will also be attended where the Consultant will present the conceptual layout to the residents, answer questions and solicit feedback. The consultant will prepare boards or a slide presentation depending on the venue of the meeting.

Task 3 - Design Services

Subtask 3.1 Design Drawings

Contract drawings shall include: cover sheet, general notes, plan/profile drawings, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for pipeline plan and 1-inch equals 2 feet for pipeline profile. Topographic survey data will be used as the base drawings for the infrastructure improvements. Two sets of plans will be prepared assuming that the project will be bid and constructed in two phases. Consultant will prepare the engineering design plans in AutoCAD release 2022 format and the layering system for design elements shall be Consultant’s standard. Drawings (electronic) shall be submitted for Town review at 75% and 100% stages. Consultant shall meet with the Town to discuss comments, and incorporate comments into final documents. Consultant shall furnish with the 100% design drawings, two (2) sets of 11”x17” plans and one (1) set of AutoCAD files in electronic format.

Subtask 3.2 Technical Specifications

Specifications shall be prepared by Consultant for the associated design improvements. Specifications shall be submitted for Town review at 75% and 100% stages. Consultant shall meet with the Town to discuss comments, and incorporate comments into final documents. Consultant shall utilize applicable standard technical specifications.

Subtask 3.3 Construction Cost Opinion

An opinion of probable construction cost will be prepared for the 75% and 100% drawings and specifications. The cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages. The cost estimate format will be consistent with the bid proposal tabulation sheet for the project. The cost opinion will be provided to the Town during the 75% and 100% design reviews.

Subtask 3.4 Design Review/Status Meetings

Consultant shall attend up to two (2) design review/status meetings with the Town at key milestones and provide a written summary of the issues discussed.

Subtask 3.6 Public Meetings

Consultant shall attend second public outreach meeting with residents and a presentation to the Town Council to explain the project and answer questions regarding concerns that are raised. Consultant shall prepare presentation materials using PowerPoint. It is recommended that one meeting occur early in the design and the other meeting occur prior to construction.

Task 4 - Permitting

The Consultant will meet with Broward County Environmental Licensing & Building Permitting Division to discuss the permitting requirements. The County will also review the project on the behalf of the South Florida Water Management District (SFWMD) for an Environmental Resource Permit ERP. A dewatering permit will likely need to be obtained and reviewed by SFWMD concurrently with the other permit application reviews because of the vicinity to tidal waters and concerns regarding saltwater intrusion. An application submittal will also be made to Broward County Traffic Department. Services do not include preparation and submittal of the NPDES Notice of Intent (NOI) and Notice of Termination (NOT) applications.

Consultant shall prepare and sign/seal permit applications for Broward County and SFWMD, submit the required documentation for the applications, and address agency comments (one RFI per application is anticipated). Associated permit application fees shall be determined by Consultant and paid by Town.

Anticipated permit applications include:

- Broward County Surface Water Management License
- SFWMD ERP Application
- SFWMD Dewatering Application
- Broward County Traffic Application

Task 5 – Bidding Assistance

Subtask 5.1 Bid Documents

Consultant will prepare Contract Document packages (i.e. bid form, drawings and specification) for Town advertisement and bidding purposes. Drawings to be full size (22" x 34") format. Consultant shall also provide the Town with a copy of Contract Documents in pdf format. Town shall provide front-end documents that will be included.

Subtask 5.2 Pre-bid Conference

Consultant will prepare agenda and conduct pre-bid conference with interested contractors and Town staff. Consultant will prepare and distribute meeting minutes.

Subtask 5.3 Bid Clarifications and Addendum

Consultant will respond to questions from prospective bidders and suppliers. Consultant will prepare an addendum after the pre-bid meeting and the close of the question/answer period. Consultant will provide supplemental information or clarification as appropriate, to interpret, clarify, or expand the bidding documents to the Town for inclusion in the Addendum.

Subtask 5.4 Bid Evaluation

Consultant will review the bids for completeness and will contact references of the apparent low bidder. A bid evaluation letter will be prepared and sent to the Town indicating the lowest most responsive bidder.

Subtask 5.5 Conformed Contract Documents

Consultant will prepare conformed Contract Documents for use by the Contractor and Town during construction. These shall include any revisions made to the drawings and specifications as documented in the Addendum as well as a copy of the executed agreement between the Town and the Contractor.

C. Assumptions

In addition to the work items discussed above, the following assumptions were made in establishing the scope of this Work Authorization and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the Contract. Assumptions include:

1. Consultant assumes that all existing and proposed drainage pipeline alignments are within Town's right-of-way or easements.
2. Town will provide Consultant available record drawings of existing facilities and proposed facilities within the project area. The information will be provided to Consultant within 5 calendar days of NTP.
3. Town will assist with the scheduling of meetings (as needed) with other utility owners.
4. Town personnel shall assist in the coordination with the City of Pompano Beach in field verification of affected existing City-owned utilities. This includes painting the locations of sanitary sewers and laterals, force mains, and water mains in the field for the surveyor in a timely manner.
5. The Town is responsible for all permitting fees, including costs of public notification in local newspapers.
6. The design is to be based on federal, state, and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Services.
7. Consultant assumes that there are no contaminated soils or groundwater in the project area.

8. Services do not include preparation and submittal of the NPDES Notice of Intent (NOI) and Notice of Termination (NOT) applications.
9. It is assumed that the construction will be phased into two projects. Task 5 represents only Phase 1, which is assumed to be half of the project extent.

Exhibit B - Compensation/Line Item

Task	Description	Principal Engineer \$252.00	Project Manager \$242.00	Engineer I/II \$160.00	Inspector \$145.00	Construction Manager \$210.00	CADD/GIS Designer \$155.00	Office Support \$100.00	Total Labor	Sub-Consultant Services
1	Data Collection									
1.1	Site Visit		8	8					\$3,216	
1.2	Topographical Survey	2	4	6			22		\$5,842	\$56,250
1.3	Geotechnical		2	3					\$964	\$23,185
1.4	Utility Coordination		2	6					\$1,444	
1.5	Field Verification - 30 test holes		2	6			6		\$2,374	\$17,250
	Subtotal	2	18	29			28		\$13,840	\$96,685
2	Preliminary Design									
2.1	Conceptual Layout	2	16	32			32		\$14,456	
2.2	Hydrologic & Hydraulic Modeling	1	16	28			6		\$9,534	
2.3	Technical memorandum	1	8	16			6		\$5,678	
2.4	Design Review and Public Outreach Meetings	2	6	12					\$3,876	
	Subtotal	6	46	88			44		\$33,544	
3	Design									
3.1	Design Drawings (75% and 100%)									
3.1a	75% Design Drawings	3	40	90			100		\$40,336	
3.1b	100% Design Drawings	2	28	32		4	32		\$18,200	
3.2	Technical Specifications (75% and 100%)	2	6	16				6	\$5,116	
3.3	Construction Cost Opinion (75% and 100%)		6	16					\$4,012	
3.4	Design Review/Status Meetings (2 total)		4	6					\$1,928	
3.5	Public Meetings including prep (2 total)		6	16					\$4,012	
	Subtotal	7	90	176		4	132	6	\$73,604	
4	Permitting									
4.1	Broward County SW License	2	10	30				3	\$8,024	
4.2	SFWMD/Broward ERP	2	8	24				3	\$6,580	
4.3	SFWMD Dewatering	1	6	12				3	\$3,924	
4.4	Broward County Traffic	2	6	10				3	\$3,856	
	Subtotal	7	30	76				12	\$22,384	
5	Bidding Assistance									
5.1	Prepare Bid Documents		2	6					\$1,444	
5.2	Pre-bid Conference		2	4					\$1,124	
5.3	Bid Clarifications and Addendums		2	6					\$1,444	
5.4	Bid Evaluation		2	5					\$1,284	
5.5	Conformed Contract Documents		1	3			3		\$1,187	
			9	24			3		\$6,483	
	Labor Subtotal Hours	22	193	393		4	207	18	\$149,855	\$96,685
	Labor Subtotal Costs	\$5,544	\$46,706	\$62,880		\$840	\$32,085	\$1,800		
	Labor Total Costs	\$149,855								
	Subconsultant Costs Total	\$96,685								
	Subconsultant Multiplier	1.1								
	Subconsultant Total	\$106,354								
	Reimbursable Expenses	\$1,000								
	Total Project	\$257,209								

Exhibit C – Work Authorization Schedule

The schedule for the completion of this Work Authorization is:

	Task	Task Duration	Completion Date
1.	1	Data Collection	16 weeks
2.	2	Preliminary Design	24 weeks
3.	3	Design	40 weeks
4.	4	Permitting	50 weeks
5.	5	Bidding Assistance	58 weeks
6.			
	Total:		58 weeks



Town Commission Agenda Item Report

Meeting Date: June 24, 2025

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: Resolution 2025-28: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2025 AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT) WITH BROWARD COUNTY, THE BROWARD COUNTY CITY MANAGERS' ASSOCIATION AND PARTICIPATING MUNICIPALITIES

Explanation: On June 10th, the Broward County Commission approved the 3rd amendment to the Transportation System Surtax ILA. This amendment came to fruition due to several years of diligent work between the Broward County City Managers Association "BCCMA" (represented by the surtax subcommittee comprised of members of different municipalities within the county) and Broward County staff. While there were several changes to the surtax program, below are the two items with the largest impact on the Town. The copy of the 3rd Amendment in its entirety is included as part of the Agenda Memo backup attached to the proposed Resolution.

1) Formula-Based Funding-The goal of Formula-based Funding is to ensure that each Municipality receives funding every year to be utilized: (a) to supplement (and not to supplant) their existing municipal budgets for Municipal R&M Projects; and/or (b) for On-demand Transportation Services, in accordance with this 2025 ILA. The amount of funding is based on Centerline Miles within each Municipality and Lauderdale-By-The-Sea is expected to receive \$119,231 for FY26.

2) The Small Community Funding-Based Formula Enhancement- A Municipality that has less than or equal to one percent (1%) of Centerline Miles within Broward County and does not, as of the Effective Date, have a Community Shuttle operating within the Municipality, may elect, at any time, to permanently waive for the term of this 2025 ILA the ability to seek funding for Community Shuttle, the Grant Match Program, and for New Municipal Capital Projects. Should a Municipality provide County with such a waiver, that Municipality's annual Formula-based Funding amount will be increased by an amount equal to the percentage of Centerline Miles owned by that Municipality, divided by the total number Centerline Miles within all Municipalities, and then multiplied by the total amount funded that Fiscal Year for Municipal R&M Projects, On-demand Transportation Services, and the Grant Match Program.

Once the third amendment has been adopted, we will need to submit a waiver, which will need to be approved by the Commission, to MAP administration. Once enacted, this waiver may increase our funding amount for FY26. However, we do not know the exact amount at this time.

These changes guarantee the Town the opportunity to access funding for vital programs such as Circuit and potentially other R&M projects should funds be available. In order for the 3rd Amendment to be adopted, the majority of the communities (based on population) within the County must agree to the changes. Staff recommends adoption of the 3rd amendment.

Recommendation: Approve Resolution 2025-28; which will authorize approval of the 2025 third amended and restated Transportation System Surtax Interlocal Agreement with Broward County, Broward County City Managers' Association, and participating municipalities.

Exhibits:

1. Resolution 2025-28 Surtax

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A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2025 AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT) WITH BROWARD COUNTY, THE BROWARD COUNTY CITY MANAGERS' ASSOCIATION AND PARTICIPATING MUNICIPALITIES

WHEREAS, on June 5, 2018, the Broward County Board of County Commissioners enacted Broward County Ordinance No. 2018-29, the Broward County Surtax Ordinance, which, among other things, provides a process by which any municipality within Broward County (the “County”) may apply for project funding from surtax proceeds; and

WHEREAS, funding of submitted municipal projects shall be accomplished through interlocal agreements between the County and the applicable Municipalities; and

WHEREAS, the County and Municipalities approved the Transportation System Surtax Interlocal Agreement (“Agreement”) in 2018, and the parties approved amendments to the Agreement in 2019 and 2021, including the addition of the MPO as a party in 2021; and

WHEREAS, the Parties to the Agreement have determined it would be beneficial to fully restate and amend the ILA, including (i) to address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement; (ii) to reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; (iii) to provide for a new Formula-based Funding model for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of Transportation Surtax funding; (iv) to create new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (v) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (vi) to provide Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; (vii) to permit multiple Municipalities to collaborate on the joint management of their Community Shuttle programs; (viii) to permit the ILA to be more easily modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to Municipalities; and (ix) to describe the role that the BCCMA will have in connection with certain parts of the programs established between County and Municipalities; and

WHEREAS, the Town Commission finds it in the best interest of the Town to approve the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment).

44
45 **NOW THEREFORE BE IT RESOLVED BY THE TOWN COMMISSION OF THE**
46 **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:**
47

48 **SECTION 1. Recitals.** The foregoing recitals contained in the preamble to this
49 Resolution are incorporated by reference herein.
50

51 **SECTION 2. Approval of Agreement.** The 2025 Amended and Restated Transportation
52 Systeme Surtax Interlocal Agreement (Third Amendment) with Broward County, the Broward
53 County City Managers' Association and participating municipalities is approved, in substantially
54 the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable
55 to the Town Manager and approved as to form and legality by the Town Attorney.
56

57 **SECTION 3. Authorization to Execute Agreement.** The appropriate Town officials are
58 authorized to execute all necessary documents and to take any necessary action to effectuate the
59 intent of this Resolution.
60

61 **SECTION 4. Effective Date.** This Resolution shall become effective immediately upon
62 its passage.
63

64 PASSED AND ADOPTED this _____ day of _____ 2025.

65
66 _____
Mayor Edmund Malkoon

67 ATTEST:

68 _____
69 Katrina Adler, Town Clerk
70

71 APPROVED AS TO FORM:
72
73
74

75 _____
Susan L. Trevarthen, Town Attorney

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

This 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (“2025 ILA”) is entered into among Broward County, a political subdivision of the State of Florida (“County”), the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by County on August 29, 2018, and such additional municipalities that are signatories to this 2025 ILA (collectively, the “Municipalities” and each a “Municipality”), and the Broward County City Managers’ Association, Inc. (“BCCMA”). County, Municipalities, and the BCCMA are each a “Party,” and collectively referred to as the “Parties.”

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (“Transportation Surtax Ordinance”), a 30-year 1% transportation surtax (“Transportation Surtax”) was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, with the proceeds to be expended for authorized transportation and transit projects in accordance with applicable law, including Section 212.055(1), Florida Statutes.

B. On or about November 8, 2018, County and Municipalities entered the Transportation Surtax Interlocal Agreement that addressed the distribution of proceeds of the Transportation Surtax (“Original ILA”). The Original ILA was amended in June 2019 (“First Amendment”), and in March 2021 (“Second Amendment”), further defining the relationship between the parties thereto, and adding the Broward Metropolitan Planning Organization (“BMPO”) as a party for purposes of the evaluation and ranking of certain capital projects for potential Transportation Surtax funding (the Original ILA, as amended by the two amendments, is referred to herein as the “ILA”).

C. The portion of Transportation Surtax Proceeds (as defined herein) that County previously committed to distribute to Municipalities has, to the best of each Party’s knowledge, been properly distributed for municipal programs and projects that were deemed statutorily eligible for Transportation Surtax funding under Section 212.055(1), Florida Statutes, such as community shuttle programs; capital planning, design, and projects; and road rehabilitation and maintenance projects.

D. As the Parties’ working knowledge and experience with the Transportation Surtax program has increased, the Parties have determined it would be beneficial to fully restate the ILA, including (i) to address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement; (ii) to reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; (iii) to provide for a new Formula-based Funding model as defined in Section 4.3.1. for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of

Transportation Surtax funding; (iv) to create new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (v) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (vi) to provide Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; (vii) to permit multiple Municipalities to collaborate on the joint management of their Community Shuttle programs; (viii) to permit the ILA to be more easily modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to Municipalities; and (ix) to describe the role that the BCCMA will have in connection with certain parts of the programs established between County and Municipalities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

ARTICLE 1. RECITALS; DEFINITIONS; AND EXHIBITS

1.1. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

1.2. Definitions. The terms below have the following meanings as used in this 2025 ILA:

1.2.1. ***Adopted Municipal Transportation Surtax Funding*** means the percentage and dollar amount of Transportation Surtax Proceeds that is anticipated by County to be received in the applicable Fiscal Year and that is budgeted in the subsequent Fiscal Year's County budget, as adopted by the County Commission, to be used for Community Shuttle and Eligible Municipal Projects for the applicable County Fiscal Year budget.

1.2.2. ***Annual True-Up*** means County's annual determination (typically to occur in April or May of each year after the annual financial audit of the Transportation Surtax funds received in the prior Fiscal Year) of whether the County satisfied its Minimum Annual Guarantee commitment in the prior Fiscal Year. For example purposes, in April/May 2026, the results from the Fiscal Year 2025 annual financial audit will be completed and a determination will be made as to whether County met the Minimum Annual Guarantee commitment for Fiscal Year 2025.

1.2.3. ***Applicable Law*** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including without limitation the Americans with Disabilities Act of 1990 ("ADA"), as each may be amended.

1.2.4. ***CBE*** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

1.2.5. **Centerline Miles** means the aggregate length of roads under the jurisdiction of a Municipality, regardless of the number of lanes in such roads, as reported and updated by FDOT, typically on an annual basis.

1.2.6. **Community Shuttle** means the capital and operating expenses associated with existing, new, and/or expanded public transportation services, operated by one or more Municipalities within their jurisdictions, that supplement fixed-route mass transit service and that are available to persons traveling within the applicable Municipality or Municipalities.

1.2.7. **County Commission** means the Broward County Board of County Commissioners.

1.2.8. **Cycle 1 Ranked Projects** means the municipal projects not currently under a Surtax Funding Agreement listed in **Exhibit A** to this 2025 ILA.

1.2.9. **Effective Date** means the date of complete execution of this 2025 ILA by County, the BCCMA, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to the Original ILA, as amended by the First Amendment and the Second Amendment, and (ii) cumulatively represent more than 50% of County's total population.

1.2.10. **Eligible Municipal Project** means a Municipal Capital Project, Municipal R&M Project, or On-demand Transportation Services that, pursuant to Section 212.055(1)(d), Florida Statutes, is statutorily eligible to receive funding from the Transportation Surtax pursuant to this 2025 ILA.

1.2.11. **FDOT** means the Florida Department of Transportation.

1.2.12. **Fiscal Year** means County's fiscal year, which begins on October 1 of each year and ends on September 30 of the following calendar year.

1.2.13. **MAP Administration** means County's Mobility Advancement Program Administration staff.

1.2.14. **Minimum Annual Guarantee** means County's commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds to fund, collectively, Community Shuttle and Eligible Municipal Projects pursuant to the terms and conditions of this 2025 ILA.

1.2.15. **Municipal Capital Project Tails** means the remaining phases (e.g., design and/or construction) of Cycles 3 through 5 of Municipal Capital Projects that were approved for Transportation Surtax funding as of the Effective Date, but that included a future phase that was not included in an existing Municipal Five-Year Plan as of the Effective Date.

1.2.16. **Municipal Capital Projects** means design and/or construction phase municipal capital improvement projects for transportation purposes, including new or expanded roads, sidewalks, bike paths, bridges, transportation facilities (e.g., bus shelters, etc.), permanent transportation assets (e.g., motorized/non-motorized sensors), and similar transportation elements. Municipal Capital Projects do not include planning projects.

1.2.17. **Municipal Five-Year Plan** means the program of Transportation Surtax-funded Eligible Municipal Projects over a rolling period of the next five Fiscal Years, which program is subject to County Commission decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated Fiscal Year, such that “Fiscal Year 2025 Five-Year Plan” means the Five-Year Plan for the period that begins on October 1, 2024, and ends on September 30, 2029.

1.2.18. **Municipal Capital Project Contingency** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering unforeseen Municipal Capital Project costs in a project’s construction phase (e.g., tariffs, inflation/cost escalation, etc.), up to either a maximum of five percent (5%) of the total cost of construction or such higher maximum not-to-exceed amount if approved by County pursuant to Section 4.4.4.

1.2.19. **Municipal R&M Projects** means Eligible Municipal Projects that involve the rehabilitation of a road or other transportation-related capital improvement (e.g., sidewalks, bike paths, road and roadway lighting, road drainage, bus shelter, etc.) or asset (e.g., motorized/non-motorized sensors, etc.) to restore it to a safe and functional condition and/or preventative maintenance of any of the foregoing to preserve it from failure or decline. Municipal R&M Projects do not include, without limitation: mowing; tree trimming; pressure cleaning; painting; irrigation repairs; landscaping repairs and maintenance; cleaning and maintenance of catch basins, storm drains, and pipes; or any rehabilitation and maintenance of pathways or greenways that are purely recreational in nature and not for transportation purposes (including but not limited to self-contained (i) sidewalks, (ii) greenways, (iii), running paths, or (iv) cycling paths).

1.2.20. **Municipal Single Point of Contact** means an individual municipal employee designated in writing by the applicable Municipality to the BCCMA to represent its interests; send and receive communications related to the surtax program; and communicate regarding the Municipality’s approved surtax projects, services, and initiatives.

1.2.21. **New Municipal Capital Projects** means all Municipal Capital Projects other than (a) each Municipal Capital Project approved during Cycles 1 through 5, and (b) Municipal Capital Project Tails.

1.2.22. **On-demand Transportation Services** shall have the meaning as provided in Section 212.055(1)(e), Florida Statutes, as may be amended. As of the Effective Date, the term “On-demand Transportation Services” means transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

1.2.23. **Oversight Board** means the Independent Transportation Surtax Oversight Board established by the Transportation Surtax Ordinance.

1.2.24. **Road** shall have the general meaning as stated in the Florida Transportation Code, Section 334.03(22), Florida Statutes, as amended. As of the Effective Date, “road” means “a way open to travel by the public, including, but not limited to, a street, highway, or alley.” Absent express conflicting modification to that statutory definition of “road,” for the purposes of this 2025 ILA: a “road” includes, without limitation, a roadway (i.e., a road meant for vehicular travel), a bicycle path, a sidewalk, or other modality whereby pedestrians, cyclists, or drivers of motorized vehicles may travel from one place to another. Notwithstanding anything to the contrary in the Florida Transportation Code definition of “road,” for purposes of this 2025 ILA, a “road” does not include, among other things, privately owned roads or roadways, privately owned rights-of-way, roads or roadways within gated communities, self-contained pathways such as running/walking tracks, self-contained bicycle pathways (such as biking courses within parks), or other pathways intended primarily for recreational (rather than transportation) purposes.

1.2.25. **Surtax Funding Agreement** means an interlocal agreement executed by County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to County, that provides for the remittance of Transportation Surtax funds to the Municipality for a specific Eligible Municipal Project or expenditure.

1.2.26. **Transportation Surtax Proceeds**, except where the context indicates otherwise, means the amount of Transportation Surtax funds County received for the applicable Fiscal Year from the Florida Department of Revenue, exclusive of the five percent (5%) set-aside amount required by Section 129.01(2)(b), Florida Statutes.

1.3. Exhibits. The following exhibits are incorporated into this 2025 ILA:

Exhibit A	Cycle 1 Ranked Projects Not Under a Surtax Funding Agreement
Exhibit B	Fiscal Year 2026 Formula-based Funding Amounts
Exhibit C	List of Municipal Capital Project Tails
Exhibit D	Municipal Projects Awarded for Fiscal Years 2020 – 2029

ARTICLE 2. ELIGIBLE MUNICIPAL PROJECTS

To constitute an Eligible Municipal Project, in addition to meeting the requirements contained within Section 212.055(1), Florida Statutes, the proposed project must meet the following eligibility criteria, as applicable:

2.1. Primarily Public Benefit: No proposed Eligible Municipal Project relating to a road is eligible for Transportation Surtax funding unless the primary benefit of such project is associated with a public road or public right-of-way. Proposed projects located within gated communities and other nonpublic roads or nonpublic rights-of-way are not eligible for funding under this 2025 ILA.

2.2. Street Lighting: A proposed Eligible Municipal Project that includes improvements to lighting systems is only eligible if it illuminates the road or public right-of-way primarily for the benefit of vehicles, pedestrians, or bicyclists. Such street lighting work may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source. Municipalities must obtain a lighting justification report consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in use at the time the design and construction work are being performed.

2.3. Drainage: Public road stormwater drainage system improvements are eligible to the extent the applicable Municipality obtains certification from a licensed Florida professional engineer stating that the drainage improvements primarily address stormwater runoff from public property onto a public road or public right-of-way. Drainage improvements onto or from private roads and/or developments may have partial eligibility if the drainage improvements primarily benefit a public road or right-of-way.

2.4. Sound Walls: Noise abatement projects involving the construction or improvement to sound walls are only eligible for Transportation Surtax funding if the requested sound wall: (1) (a) is part of an Eligible Municipal Project involving the addition of through lanes to an existing roadway; (b) alters the roadway alignment significantly; or (c) involves the construction of a new roadway; and (2) is also consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in effect at the time the project design and construction work are being performed.

2.5. Fiber-Optic Improvements/Real-time Transportation Signage: A proposed Eligible Municipal Project relating to the installation or improvement to real-time transportation signage (e.g., traffic warnings, notifications of roadway closures, etc.) that involves fiber-optic improvements or connections is eligible for Transportation Surtax funding only if access to the fiber-optic system has received written approval from all entities that are responsible for maintaining and operating that fiber-optic system.

2.6. Landscaping: Landscaping improvements are only eligible if within the public road right-of-way immediately adjacent to the road improvement project at issue. Such landscaping improvements may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source.

2.7. Parking: Improvements used for park-and-ride (or other transit-oriented development parking) that serves the public are eligible, provided that any parking fees charged that exceed the actual costs of operating and maintaining the facility may only be utilized for transportation-related improvements within the applicable Municipality and provided such improvements, if Transportation Surtax funding had been sought, would have been eligible for Transportation Surtax funding.

2.8. ADA Accommodations: Components of Eligible Municipal Projects involving improvements to roads for purposes of ADA compliance are eligible for Transportation Surtax funding.

2.9. Safety Assets: Proposed Eligible Municipal Projects involving traffic calming improvements (i.e., speed control devices or improvements that otherwise comply with Applicable Law other than cameras used to issue citations) on a public road or right-of-way are eligible.

2.10. Decorative Elements/Functional Public Art: Proposed Eligible Municipal Projects that include decorative elements and/or functional public art (e.g., pavers for crosswalks, decorative wayfinding signage for roads, decorative sidewalk benches, artistic road lights, decorative shade structures over sidewalks or public transit shelters, etc.) are eligible for partial Transportation Surtax Funding in an amount equal to the cost of the standard, nondecorative/nonartistic alternative for design and/or construction (as applicable), and provided that Municipality's engineer of record attests in writing that the decorative/functional public art component has a useful life that is at least as long as the standard, nondecorative/nonartistic alternative. Municipalities are encouraged to coordinate the inclusion of decorative elements and/or functional public art components with applicable County agencies (e.g., the Cultural Division, the Public Works Department, etc.).

ARTICLE 3. STATUS AND TERMINATION OF CYCLE 1 RANKED PROJECTS

As of the Effective Date, the Cycle 1 Ranked Projects shown on Exhibit A are not currently under a Surtax Funding Agreement. MAP Administration may, in its discretion, after consultation with the affected Municipality, terminate any such project unless, within ninety (90) days after the Effective Date, Municipality and County have entered into a Surtax Funding Agreement for that project. MAP Administration shall provide the Municipality with at least thirty (30) days' advance written notice of any intention to terminate a Cycle 1 Project pursuant to this section.

Should Municipality believe it has good cause for an extension beyond the ninety (90) day period provided for in this section and disagree with MAP Administration's decision to terminate a

project, Municipality may seek an extension from the County Administrator for up to an additional ninety (90) day period. To exercise this right to seek an extension for such projects, Municipality must provide written notice to MAP Administration between the date it receives the written notice of MAP Administration's intent to terminate but prior to the effective date of termination. Municipality's written request for additional time must include all supporting documentation Municipality believes should be considered as part of the request and must be received by MAP Administration at least fifteen (15) days prior to the noticed date of termination; if such a request and supporting documentation is timely received, the cancellation will be suspended pending consideration of the request by the County Administrator, whose decision regarding the extension request shall be final and not subject to further review. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

Notwithstanding the foregoing, any Cycle 1 Ranked Project not under a Surtax Funding Agreement that was completed by a Municipality with a funding source other than the Transportation Surtax may be terminated by MAP Administration at any time with at least thirty (30) days' written notice to Municipality, and such termination shall not be subject to further review or consideration.

All appropriated funds from Cycle 1 Ranked Projects terminated pursuant to this section will be reallocated to Municipalities for Eligible Municipal Projects in the next Fiscal Year as part of the Adopted Municipal Transportation Surtax Funding. Such reallocated funds have already counted towards a prior Fiscal Year's Minimum Annual Guarantee and shall therefore not count towards County's Minimum Annual Guarantee obligations for the next Fiscal Year.

All existing Cycle 1 Ranked Projects shall no longer be eligible to receive separate cost escalation funding from County and the contingency provisions in Section 4.4.4 shall apply.

ARTICLE 4. ELIGIBLE MUNICIPAL PROJECTS AND FUNDING PRIORITIES

4.1. Funding Priorities. Each Fiscal Year, and subject to County's commitment to provide Municipalities at least the Minimum Annual Guarantee, County will advise Municipalities in writing of the Adopted Municipal Transportation Surtax Funding for the upcoming Fiscal Year and the method by which such funding will be divided between the various types of Eligible Municipal Projects, based on the following prioritization:

- **Fiscal Years 2026-2029**
 - **Priority 1:** Community Shuttle as described in Section 4.2. below.
 - **Priority 2:** Existing Eligible Municipal Projects contained in then-current Municipal Five-Year Plan.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3. below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.

- **Fiscal Years 2030-2033**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Municipal Capital Project Tails as described in Section 4.4 below.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.
- **Fiscal Years 2034-2048**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 3:** Grant Match Program as described in Section 4.5 below.
 - **Priority 4:** New Municipal Capital Projects as described in Section 4.4 below.

Notwithstanding the prioritization schedule above or any other provision of this 2025 ILA, County shall have no obligation to fund the Municipalities any amounts over the Minimum Annual Guarantee in any Fiscal Year.

4.2. Community Shuttle.

4.2.1. Community Shuttle Funding. A portion of the Transportation Surtax Proceeds will be used to directly fund the applicable Municipalities for the operating, maintenance, and capital costs of existing, expanded, and new Community Shuttle in the amounts provided for in separate Community Shuttle interlocal agreements between each Municipality and County. Funding of Community Shuttle from Transportation Surtax Proceeds is not subject to an evaluation or ranking process (whether by County or any County vendor). Unless otherwise agreed in writing by County, to be eligible for Transportation Surtax Proceeds, a Municipality's Community Shuttle must meet or exceed the minimum passengers per revenue service hour per route or such other County-imposed standards for the applicable Fiscal Year(s). County may, in its sole discretion, modify these standards based on future population and ridership and future County needs. County's Transportation Department participates in the administration of the Community Shuttle program and allocated Community Shuttle funding is included in the Transportation Department's annual Fiscal Year budget. County may suspend minimum ridership standards at any time because of interruptions due to hurricane, other natural disasters, or other unexpected conditions, as deemed appropriate by the County Commission.

4.2.2. Joint Municipal Community Shuttle. Subject to written approval by County's Transportation Department's Director or their written designee, Municipalities may jointly develop a Community Shuttle that crosses municipal jurisdictions. For such joint Municipal Shuttle programs, the written agreement with County must include all

participating Municipalities as parties but will identify one (1) Municipality as the primary administrator and main point of contact for that joint Community Shuttle program.

4.3. Formula-based Funding for Municipal R&M Projects/On-demand Transportation Services.

4.3.1. Purpose of Formula-based Funding. The goal of formula-based funding as set forth herein ("Formula-based Funding") is to ensure that each Municipality receives funding every year to be utilized: (a) to supplement (and not to supplant) their existing municipal budgets for Municipal R&M Projects; and/or (b) for On-demand Transportation Services, in accordance with this 2025 ILA.

4.3.2. Annual Formula-based Funding. Commencing for Fiscal Year 2026 and continuing for each Fiscal Year through Fiscal Year 2033, County will determine the amount of and set aside Formula-based Funding from available Transportation Surtax funds based on amounts appropriated but unused from previous years' Eligible Municipal Projects (e.g., differential between contracted amounts for Community Shuttle and amount actually expended, cost savings on projects that were completed under budget, etc.). For Fiscal Year 2034 through Fiscal Year 2048, Formula-based Funding shall be set at sixty percent (60%) of the remaining Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. For each Fiscal Year, Formula-Based Funding will be allocated among the Municipalities based on the number of Centerline Miles in each Municipality as identified in the most recent report from FDOT. The distribution of Formula-based Funding for Fiscal Year 2026 (which is based on Fiscal Year 2023 reporting to FDOT) is shown on Exhibit B. Each Fiscal Year, on or about July 31, County will advise Municipalities of County's then-known best estimate of Formula-based Funding that each Municipality will be eligible to receive for Municipal R&M Projects and On-demand Transportation Services for the upcoming Fiscal Year.

4.3.3. Minimum Requirements for Formula-based Funding for Municipal R&M Projects. Formula-based Funding that a Municipality elects to use for Municipal R&M Projects is intended to supplement, and not supplant, the amounts Municipality already spends from non-Transportation Surtax revenue sources for such activities. Supplanting occurs when a Municipality reduces its use of non-Transportation Surtax funds for activities that would otherwise qualify as a Municipal R&M Project because Transportation Surtax funds are available (or expected to be available) to fund that same project or activity. Supplementing occurs when Transportation Surtax funds are provided to a Municipality for Municipal R&M Projects to enhance existing projects, to undertake new projects, or accelerate projects planned in future Fiscal Years. Contemporaneous with a Municipality's submission of its list of proposed Municipal R&M Projects each Fiscal Year, Municipality shall, through its Municipal Single Point of Contact or another individual specifically authorized by the Municipality's elected body, represent and warrant in writing to County that Formula-based Funding for Municipal R&M Projects will not be used to supplant non-Transportation Surtax projects approved and/or adopted in the Municipality's budget. County may annually audit each Municipality's compliance with the requirements of this

section. A Municipality using the Formula-based Funding for Municipal R&M Projects that are currently budgeted may be evidence of supplanting. If County determines at any time that any Municipality has utilized Formula-based Funding to supplant funding for activities from non-Transportation Surtax funding, then County may, in the County Administrator's discretion, withhold future Formula-based Funding up to the amount determined to have been supplanted in the applicable Fiscal Year(s). If circumstances outside the reasonable control of Municipality render it unable to meet the requirements contained in this section in a given Fiscal Year (e.g., change in law regarding ad valorem taxation; act of God causing emergency expenditure of non-Surtax dollars by Municipality such as a hurricane or tropical storm; etc.), or if a Municipality believes that other good cause exists for it to be able to use Formula-based Funding for a Fiscal Year for a Municipal R&M Project that is in that Municipality's adopted budget for that same Fiscal Year, Municipality may request in writing from the County Administrator to have the requirements contained in this section waived or modified for that Fiscal Year, which waiver or modification may be granted or denied, in whole or in part, in the County Administrator's sole discretion.

4.3.4. Application, Review, and Approval of Municipal R&M Projects. Within thirty (30) days after County provides Municipalities with the amounts for Formula-based Funding for the upcoming Fiscal Year, each Municipality must submit, on a form approved by MAP Administration, a list of proposed Municipal R&M Projects on which Municipality intends to utilize its Formula-based Funding for the upcoming Fiscal Year. The list must include at least the following details for each proposed Municipal R&M Project: (i) a description of the geographic areas of the project; (ii) the anticipated start and completion date of work to be performed in connection with the project; (iii) the proposed CBE commitment for the project, which shall be at least the minimum requirements provided for in this 2025 ILA; and (iv) such other details as may be requested by MAP Administration. Upon receipt of the list, County will review the proposed projects for eligibility pursuant to Section 212.055(1)(d), Florida Statutes, and this 2025 ILA, and to determine whether the projects or proposed timing will create negative impacts, including but not limited to potential conflicts with other proposed or ongoing projects (whether municipal, county, state, or federal). Within sixty (60) days after receipt of each Municipality's list, MAP Administration shall notify Municipality, in writing, if (a) the projects are approved as submitted (in which case MAP Administration shall advise what the CBE goals, if any, are required for the project(s)); (b) the projects have been found statutorily eligible or ineligible (in whole or in part) for Transportation Surtax funding; and/or (c) a conflict with another project exists. If a proposed project is deemed statutorily ineligible for funding or a conflict with another project exists, MAP Administration will advise Municipality that it may either delay the commencement date or submit a replacement project (as applicable).

4.3.5. Deferral of Formula-based Funding for Municipal R&M Projects. A Municipality may elect, in any given Fiscal Year, to defer receipt of its Formula-based Funding for Municipal R&M Projects to allow it to receive a larger sum in such later Fiscal Year and

permit it to perform larger Municipal R&M Projects. A Municipality that wishes to defer its Formula-based Funding pursuant to this section must provide MAP Administration with written notification of its intention to defer within sixty (60) days after County notifies Municipality of its Formula-based Funding amount for that Fiscal Year; election to defer does not alleviate Municipality's obligation to timely provide the project details required in Section 4.3.4 above in the Fiscal Year it intends to use the deferred funding. Municipality may, with timely notice to MAP Administration, defer its Formula-based Funding for Municipal R&M Projects for up to three (3) consecutive Fiscal Years. Deferral requests for more than three (3) consecutive Fiscal Years and up to five (5) consecutive Fiscal Years are subject to review and approval of the County Administrator, in their discretion. No Municipality may seek a deferral of Formula-based Funding for more than five (5) consecutive Fiscal Years after the Fiscal Year that Municipality was scheduled to receive such funding. Deferred funds that would otherwise have been allocated to Municipality for R&M Projects but for Municipality's deferral request will be held by County until the Fiscal Year following the deferral period. Such deferred funds will be counted towards the Minimum Annual Guarantee in the Fiscal Year(s) the funds would have been paid to the Municipality but for the deferral request and shall not count towards the Minimum Annual Guarantee in the Fiscal Year(s) such amounts are paid as a result of the deferral request. Deferrals pursuant to this section shall affect only the timing of Municipality's receipt of the Formula-based Funding and shall not impact the amounts allocated to Municipality pursuant to Section 4.3.2. above.

4.3.6. On-demand Transportation Services. Each Municipality shall have the discretion to utilize all or some of its annual Formula-based Funding for On-demand Transportation Services as it deems appropriate, subject to Municipality entering into a written agreement with the On-demand Transportation Service provider and further subject to meeting the eligibility criteria and other requirements stated in this 2025 ILA and the provisions of this section:

4.3.6.1. A Municipality with an existing Community Shuttle may not terminate or reduce the services associated with that program and replace it with On-demand Transportation Services except with the prior written consent of County's Transportation Department Director or written designee, and until after all vehicles purchased for Municipality's Community Shuttle program (including any applicable joint Community Shuttle program) have met or exceeded the minimum useful life expectancy under applicable Federal Transportation Administration ("FTA") regulations and guidelines (currently five (5) years in service and at least two hundred fifty thousand (250,000) miles).

4.3.6.2. Municipality represents and warrants that its agreements with any On-demand Transportation Services provider and all vehicles used by such provider will at all times comply with all Applicable Law, including without limitation all FTA drug and alcohol testing requirements for transit operators, the ADA, and (to the extent applicable) Florida law regarding the operation of low-speed vehicles. In

addition, Municipality agrees that each contract it enters into with an On-demand Transportation Services provider includes a requirement that the provider obtain and maintain automobile business liability insurance (including owned, hired, non-owned, scheduled) in an amount not less than one million dollars (\$1,000,000) per occurrence for property damage and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, with both Municipality and County named as additional insureds under such policies.

4.3.6.3. Prior to the commencement of On-demand Transportation Services funded by Transportation Surtax Proceeds, each Municipality shall provide County, on a form approved by MAP Administration, the name of each On-demand Transportation Services provider with which it has contracted to perform such services, a copy of the contract with such provider, the provider's Certificate of Insurance, and such other information as may be requested by MAP Administration.

4.3.6.4. Each Municipality utilizing Transportation Surtax Proceeds to provide On-demand Transportation Services is solely responsible for administering all contracts it has entered with providers of such services and shall, to the maximum extent allowable under Applicable Law, indemnify, defend, and hold County harmless from all claims, causes of action, and damages of any kind associated with such On-demand Transportation Services.

4.3.7. Payment of Formula-based Funds; Return of Unused Funds. Except if a Municipality has elected to defer receipt of Formula-based Funding for a specific Fiscal Year as provided for in Section 4.3.5, each Municipality will receive its annual Formula-based Funds, in full, within forty-five (45) days after County's approval of Municipality's list of proposed Municipal R&M Projects and On-demand Transportation Services (if applicable). If a Municipality does not wish to receive advance funding and would rather receive its Formula-based Funding quarterly throughout the Fiscal Year on a reimbursement basis, the Municipality may make such request in writing to the County Administrator, who shall have the authority, in their discretion, to approve or reject such request. If a Municipality does not fully encumber all Formula-based Funds in a single Fiscal Year (i.e., not committed to an approved project already under contract), within thirty (30) days after the issuance of Municipality's annual comprehensive financial report, Municipality shall notify the County in writing regarding the status of such unencumbered funds and may request to have those unencumbered funds rolled over to the next Fiscal Year so that the project(s) on which such funds were intended to be used can be completed. The County Administrator, upon receipt of the Municipality's request, may either approve the rolling over of such funds to the same project, which must be completed within the next Fiscal Year, or direct in writing that such unencumbered funds be returned to County within sixty (60) days of such written direction, and such funds may be reallocated by County towards approved Municipal R&M Projects and On-demand Transportation Services for the next Fiscal Year (e.g., a refund of Formula-based Funding

received for Fiscal Year 2026 may be requested by the Municipality for Municipal R&M Projects and On-demand Transportation Services for Fiscal Year 2027).

4.3.8. Small Municipality Formula-based Funding Enhancement. A Municipality that has less than or equal to one percent (1%) of Centerline Miles within Broward County and does not, as of the Effective Date, have a Community Shuttle operating within the Municipality, may elect, at any time, to permanently waive for the term of this 2025 ILA the ability to seek funding for Community Shuttle, the Grant Match Program, and for New Municipal Capital Projects. Such waiver must be in writing, approved by the elected body of Municipality, and delivered to MAP Administration. Should a Municipality provide County with such a waiver, that Municipality's annual Formula-based Funding amount will be increased by an amount equal to the percentage of Centerline Miles owned by that Municipality, divided by the total number Centerline Miles within all Municipalities, and then multiplied by the total amount funded that Fiscal Year for Municipal R&M Projects, On-demand Transportation Services, and the Grant Match Program. For example, if Municipality has 0.5% of the Centerline Miles located within all Municipalities within Broward County, and \$40 million is allocated that Fiscal Year for Municipal R&M Projects and On-demand Transportation Services and the Grant Match Program, the increase in Municipality's Formula-based Funding for that Fiscal Year will be \$200,000 (i.e., \$40 million x 0.5%).

4.4. Funding of Municipal Capital Projects and Municipal Capital Project Tails.

4.4.1. Municipal Capital Projects with Existing Surtax Funding Agreements. Municipalities seeking funding for the next phase(s) of previously approved Municipal Capital Projects that are included in the current or prior Municipal Five-Year Plans and that are already under a Surtax Funding Agreement as of the Effective Date must enter into a new Surtax Funding Agreement that will govern all future phases of that project.

4.4.2. Municipal Capital Projects without a Surtax Funding Agreement. Municipal Capital Projects that have not been the subject of a Surtax Funding Agreement prior to the Effective Date must have a fully executed Surtax Funding Agreement in order to be funded with Transportation Surtax Proceeds.

4.4.3. Municipal Capital Project Tails. Municipal Capital Projects that were approved for planning or design phases prior to the Effective Date, and for which subsequent phases were not included in any Municipal Five-Year Plan prior to the Effective Date, will be prioritized for funding of subsequent phases in future Fiscal Years, subject to the processes described in this section. A list of these projects and currently recommended funding amounts is attached as Exhibit C. Each Fiscal Year, MAP Administration will conduct a readiness review of the projects identified in Exhibit C and identify which

projects are able to receive funding and identify the anticipated Fiscal Year in the Five-Year Plan in which funding will be provided.

4.4.4. Municipal Capital Project Contingency; Cost Escalation. Municipal Capital Project Contingency will only apply to or be available to fund construction-phase Municipal Capital Projects. Contingency amounts included in any Surtax Funding Agreement will be part of the maximum not-to-exceed Transportation Surtax funding amount for that phase of the project, inclusive of any Transportation Surtax funding rolled over from previous phases. A Municipality may request that additional Municipal Capital Project Contingency be added to a Surtax Funding Agreement above and beyond the maximum not-to-exceed amount of Transportation Surtax funding awarded for the project during the negotiation of the Surtax Funding Agreement. If there are appropriated but unallocated Transportation Surtax Funds within the Adopted Municipal Transportation Surtax Funding, the County Administrator may, in their sole discretion and on a case-by-case basis, agree to include in the Surtax Funding Agreement a line item for Municipal Capital Project Contingency up to a maximum amount not-to-exceed twenty-five percent (25%) of the Transportation Surtax-funded portion of the Municipal Capital Project. The Transportation Surtax funds associated with Municipal Capital Project Contingency are payable on a reimbursement basis and may only be requested by Municipality after all work on the applicable project has been completed, as documented by final invoices for the project and certifications of completion from Municipality (including attestations from Municipality's project manager or engineer of record on the applicable project).

4.5. Grant Match Program. Commencing in Fiscal Year 2026 and continuing each subsequent Fiscal Year through Fiscal Year 2033, subject to the prioritization schedule shown in Section 4.1, County may allocate a portion of Adopted Municipal Transportation Surtax Funding towards a Grant Match Program. For Fiscal Year 2034 through Fiscal Year 2048, Grant Match Program funding shall be set at forty percent (40%) of the Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. The purpose of the Grant Match Program is to allow Municipalities to seek Transportation Surtax funds for use toward required local match amounts in connection with state or federal grant funding or appropriations for otherwise Eligible Municipal Projects. In addition to all other requirements contained in this 2025 ILA, the following shall apply to the Grant Match Program:

4.5.1. Each Municipality seeking funding from the Grant Match Program for an Eligible Municipal Project shall submit an application to MAP Administration providing details of the proposed Eligible Municipal Project for which funding is sought including, without limitation: (a) the geographic area where the project will be constructed; (b) the proposed start and completion date of the project; (c) the state or federal grant program or appropriation; (d) a copy of the grant application or notice of funding award (if applicable); and (e) such other information as MAP Administration may require.

4.5.2. Each proposed project is subject to County review for eligibility under Section 212.055(1)(d), Florida Statutes, and this 2025 ILA.

4.5.3. Approval may be subject to confirmation that the proposed project does not create deleterious competition to a project actively supported by County.

4.5.4. Each Municipality shall only be able to apply for funding from the Grant Match Program one (1) time each Fiscal Year. Multiple Municipalities may apply jointly for funding from the Grant Match Program for projects that are located within their collective jurisdictions. A joint application shall count as an application by each Municipality participating in the joint project.

4.5.5. To be eligible for funding through the Grant Match Program, the Municipality (or Municipalities, if a joint project) must pledge to fund at least twenty-five percent (25%) of the required local match from non-Transportation Surtax Funds.

4.5.6. Depending on availability of funds, County may, at the beginning of each Fiscal Year, establish and notify Municipalities of a per-project limit on match funding from the Grant Match Program.

Funding from the Grant Match Program is generally available on a first-come/first-served basis throughout the Fiscal Year. Funding from the Grant Match Program in the amount requested by each Municipality will be encumbered upon MAP Administration's approval of a completed Grant Match Program application. Municipality must notify MAP Administration in writing regarding the status of their grant or appropriation application no later than thirty (30) days after notices of award are announced by prospective grantors. If a Municipality is not awarded the state or federal grant or appropriation during that grant or legislative cycle, the Grant Match Program approval will be deemed cancelled and the encumbered funds will be made available to other Municipalities that wish to apply for funding from the Grant Match Program. If a Municipality receives a reduced amount of the grant or appropriation, the funding from the Grant Match Program will be reduced in a proportionate amount.

If Municipality is awarded a grant or appropriation for the Eligible Municipal Project and will receive funding from the Grant Match Program, in addition to all other obligations contained in the grant or appropriation agreement, Municipality must comply with all other requirements of this 2025 ILA in connection with its receipt of Transportation Surtax funding for that project, including the obligation to enter into a Surtax Funding Agreement for the project. To the extent there is any express, direct conflict between (a) the terms of this 2025 ILA and/or a Surtax Funding Agreement and (b) the requirements contained in any state or federal grant or appropriation (e.g., prohibitions or limitations on CBE or other County ordinance, etc.), the requirements of the federal or state grant or appropriation shall govern.

Commencing in March of each Fiscal year, MAP Administration will review the status of all previously approved Grant Match Program funding requests and cancel approvals of Grant Match Program funding under the following circumstances: (i) the grant or appropriation was not

awarded to the applicable Municipality; (ii) the Municipality's project was selected for the grant/appropriation but the award level is insufficient to allow the project to move forward without additional (and unavailable) non-Surtax funds from the Municipality; or (iii) the grant program ends without making an award. If a Grant Match Program approval is canceled, the Transportation Surtax funds associated with the County grant for that project will be unencumbered and be made available for other Eligible Municipal Projects, as more fully described in Section 4.6 below.

4.6. Unencumbered Grant Match Program Funds; New Municipal Capital Projects.

If approved Grant Match Program funding is unencumbered as provided in Section 4.5 above, MAP Administration will periodically notify the BCCMA in writing of the amount of funding that has become unencumbered and request that the BCCMA provide a written response regarding how such unencumbered funds should be utilized during the next Fiscal Year (i.e., reapplied to the Grant Match Program, used for additional Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services, or dedicated to fund New Municipal Capital Projects through a competitive application process). If the BCCMA does not provide a written response to MAP Administration within sixty (60) days after receipt of the notice regarding the unencumbered funds, the County Administrator may, in their discretion, determine the disposition of such funds for Eligible Municipal Projects for the next Fiscal Year.

If the BCCMA advises that it wishes to have the unencumbered funds used to pay for New Municipal Capital Projects through a competitive application process, the BCCMA and MAP Administration will collaborate to establish the timeline for submission of such applications, the criteria to be utilized by the BCCMA to rank such applications, and any other material aspects of the program. The details regarding the application process and program will be distributed to all Municipalities at least sixty (60) days prior to the deadline for applications. All applications will be reviewed by County for eligibility for Transportation Surtax Funding pursuant to Section 212.055(1)(d), Florida Statutes, and the terms of this 2025 ILA. After eligibility determinations are made and the BCCMA completes its ranking process, the BCCMA shall provide the County Administrator with its list of recommended New Municipal Capital Projects. Any Municipality recommended for a New Municipal Capital Project that is ultimately approved by the County Commission for Transportation Surtax funding must enter into a Surtax Funding Agreement to receive Transportation Surtax funding.

ARTICLE 5. DISTRIBUTION OF TRANSPORTATION SURTAX PROCEEDS

5.1. County's Minimum Annual Guarantee; Project Funding; Annual True-Up.

5.1.1. For each Fiscal Year, the annual amount of Transportation Surtax appropriated for Eligible Municipal Projects shall be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Notwithstanding anything else stated in this 2025 ILA, the Parties acknowledge and stipulate that County has no obligation to fund Eligible Municipal Projects in any Fiscal Year in excess of the Minimum Annual Guarantee. In addition, the

Parties acknowledge and stipulate that County may in any Fiscal Year, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the Minimum Annual Guarantee amount allocated to the Municipalities for that Fiscal Year to fund Eligible Municipal Project(s), whether or not the project(s) were ever ranked by the BCCMA and regardless of any ranking priority that had previously been assigned to the project(s). Further, the Parties agree that: (i) any Eligible Municipal Project's previous ranking does not apply to Municipal Capital Projects or Municipal R&M Projects that County elects to fund in excess of the Minimum Annual Guarantee; and (ii) County has complete discretion to fund any such Eligible Municipal Projects in excess of the Minimum Annual Guarantee if, and on such terms and conditions, that County chooses.

5.1.2. Each Fiscal Year, County shall perform an Annual True-Up comparing (i) the Adopted Municipal Transportation Surtax Funding for the previous Fiscal Year against (ii) the actual Transportation Surtax Proceeds received by County and (iii) the actual amount paid out to Municipalities for Eligible Municipal Projects.

5.1.2.1. If, as a result of the Annual True-Up, County determines that County received less Transportation Surtax Proceeds than anticipated and, as a result, the Adopted Municipal Transportation Surtax Funding paid to Municipalities in a Fiscal Year was more than the percentage of Transportation Surtax Proceeds that County advised Municipalities was committed by County to Municipalities for that Fiscal Year (such amount being the "Overpayment Amount"), County may, in the County Administrator's discretion, reduce the Adopted Municipal Transportation Surtax Funding in the next Fiscal Year or delay funding for Municipal Capital Projects (where: (a) a Surtax Funding Agreement for a construction phase has not been executed; or (b) the Municipality has not completed its solicitation or no Notice of Proceed to a contractor has been issued) until a future Fiscal Year, or a combination of both, provided the total amounts reduced or delayed does not exceed the Overpayment Amount. For example, if County anticipated to receive \$500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and County committed 10% (\$50 million) to Municipalities for that Fiscal Year (so the Adopted Municipal Transportation Surtax Funding was budgeted at \$50 million), and upon completing the Annual True-Up in April/May 2026, County determined that only \$480 million in Transportation Surtax Proceeds were actually received by County in Fiscal Year 2025, County may reduce the Adopted Municipal Transportation Surtax Funding in Fiscal Year 2027 by the Overpayment Amount of \$2 million).

5.1.2.2. If, as a result of the Annual True-Up, County determines that either (i) more Transportation Surtax Proceeds were received by County than anticipated; or (ii) the full amount of Adopted Municipal Transportation Surtax Funding was not appropriated in that Fiscal Year for Community Shuttle and/or Eligible Municipal Projects (with the additional funds or the under-appropriated funds being the "Differential Amount"), then County, in its sole discretion, after

consultation with the BCCMA, will: (i) make funding available in the current Fiscal Year for Municipal Capital Project Contingency; and/or (ii) roll over funds to the next Fiscal Year to increase (a) the Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services and/or (b) the funding of the Grant Match Program; the total additional funding available in the current Fiscal Year and the roll over funds to the next Fiscal Year shall not exceed the Differential Amount. For example, if County anticipated receiving \$500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and committed 10% (\$50 million) in Transportation Surtax Proceeds to Municipalities for that Fiscal Year, and upon completing the Annual True-Up in April/May 2026, County determined that \$520 million in Transportation Surtax Proceeds was actually received in Fiscal Year 2025, County may add funding in Fiscal Year 2026 to Municipal Capital Project Contingency and/or increase the Adopted Municipal Transportation Proceeds in Fiscal Year 2027, up to an aggregate total of \$2 million. Any increase in funding to Municipalities due to the Annual True-Up shall not count towards the Minimum Annual Guarantee for the Fiscal Year in which the increase is made.

5.1.3. Upon a written request from a Municipality, County in its sole discretion may apply previously approved funding for a designated phase (i.e., planning and design) of an Eligible Municipal Project previously approved (whether during the term of this 2025 ILA or an earlier version of the ILA) to another phase of the same project (i.e., design or construction) if the following conditions are met: (i) the previously recommended phase(s) are completed or other circumstances render Transportation Surtax funding of those phase(s) futile (e.g., the phase was funded with non-Transportation Surtax funds); (ii) the replacement phase to be funded has been deemed by County to be statutorily eligible for Transportation Surtax funding; and (iii) Municipality demonstrates to MAP Administration that it has committed sufficient non-Transportation Surtax funds necessary to complete the replacement project phase. The funding amount previously approved for the replaced phase is the maximum amount that County will apply to the replacement phase. Any funding reallocated pursuant to this section shall be counted towards County's Minimum Annual Guarantee obligations for the applicable Fiscal Year that such funding was originally allocated.

5.1.4. The timing and process of funding any Eligible Municipal Project shall be consistent with Applicable Law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Eligible Municipal Project unless County has determined the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this 2025 ILA to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) an Eligible Municipal Project submitted by a municipality that is not a party to this 2025 ILA; or (ii) any project (or element of a project) that is determined to be statutorily ineligible to be funded with Transportation Surtax Proceeds.

5.1.5. Reimbursements to Municipalities for Eligible Expenditures. Except for Formula-based Funding provided to Municipalities in accordance with this 2025 ILA, all other payments to Municipalities will be based on the funding schedule provided for in the applicable Surtax Funding Agreement (which may include advance funding and/or reimbursement-based funding). To the extent permissible under Applicable Law, the Surtax Funding Agreement may be executed after Municipality has expended non-Surtax funds on an Eligible Municipal Project but must be executed before County provides any Transportation Surtax funds for the Eligible Municipal Project, and the applicable Surtax Funding Agreement shall govern the eligibility (if any) of Municipality's earlier expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as distributed by County consistent with this 2025 ILA.

5.2. County's Annual Budget and Five-Year Plan.

5.2.1. Minimum Annual Guarantee Satisfaction through Fiscal Year 2025. The Parties agree and stipulate that to the best of each Party's knowledge, funding allocated by County for Eligible Municipal Projects through the Effective Date meets all Minimum Annual Guarantee obligations through Fiscal Year 2025.

5.2.2. Fiscal Year Budgets and Five-Year Plans for Fiscal Year 2026 through 2033. For Fiscal Year 2026 and continuing through Fiscal Year 2033, in the normal course of County's annual budget and capital improvement planning process, County will, through the County Commission acting within its discretion, allocate funding for projects funded by the Transportation Surtax for the then-current Fiscal Year and approve a Five-Year Plan, including Eligible Municipal Projects and County projects planned to utilize Transportation Surtax funding.

5.2.3. County Commission Approval; Allocation for Eligible Municipal Projects. Through and including Fiscal Year 2033, MAP Administration will develop a proposed Municipal Five-Year Plan that includes at least the Adopted Municipal Transportation Surtax Funding, consistent with prior rankings made under the Second Amendment (subject to this 2025 ILA and any subsequent amendments) and County funding recommendations for the applicable Fiscal Years. MAP Administration will notify the BCCMA and Municipalities of County's proposed Municipal Five-Year Plan and the recommended municipal Transportation Surtax program for the applicable timeframe. As used in this 2025 ILA, an Eligible Municipal Project (including, as applicable, the designated phase of an Eligible Municipal Project) is "funded" when the allocation of funding for the Eligible Municipal Project (or the designated phase, as applicable) is included in County's adopted budget for that Fiscal Year. A list of all municipal Transportation Surtax funded projects (Municipal Capital Projects and Municipal R&M Projects) for Fiscal Years 2020 through 2029 are attached as Exhibit D.

5.2.4. County's Discretion to Reorder Funding of Eligible Municipal Projects. The Parties agree and stipulate that County, with written approval of the County Administrator or their written designee, under the circumstances set forth herein, may deviate from rankings of Eligible Municipal Projects to accelerate or delay funding of an Eligible Municipal Project for the applicable Fiscal Year with the goal of ensuring Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to visitors, residents, and businesses. Deviations from rankings of Eligible Municipal Projects in one Fiscal Year shall not operate to automatically modify the order of priority for funding of Eligible Municipal Projects in any subsequent Fiscal Year, which decision shall remain with the County Administrator or their written designee and subject to the provisions of this section. If County uses its discretion pursuant to this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to promptly fund any delayed Eligible Municipal Project(s) once the reason(s) for the deviation as stated in County's written notice are resolved, subject to the availability of Transportation Surtax funds committed by County for the applicable Fiscal Year. The circumstances under which County may exercise its discretion pursuant to this section include but are not limited to the following:

- a. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable Eligible Municipal Project and the timing of other projects that affect the same or nearby transportation elements, to avoid waste;
- b. The Eligible Municipal Project is scheduled for construction funding for that Fiscal Year but is not ready for construction to commence for any of the following reasons:
 - (i) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;
 - (ii) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);
 - (iii) Right-of-way required to construct the project has not been acquired;
 - (iv) The permits required to construct the project have not been obtained;
 - (v) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;

(vi) Design plans for the Eligible Municipal Project materially change the project in ways that impact the construction phase or otherwise impact the project's statutory eligibility, as determined by the Transportation Surtax General Counsel;

(vii) Non-Transportation Surtax funding required to construct the project is not available; or

(viii) The construction of the project requires coordination with other projects being constructed in the area.

c. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this 2025 ILA;

d. The timing of a Municipality's receipt of non-Transportation Surtax funding in the form of grants and/or appropriations necessitates modifying a project schedule; and/or

e. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

5.3. County Discretion to Terminate Funding for Municipal Capital Projects. MAP Administration may, in its discretion, terminate funding for a Municipal Capital Project, in any phase, if (i) it fails to meet the construction-ready requirements listed in Section 5.2.4. above, or (ii) Municipality fails to enter into a Surtax Funding Agreement within 180 days after (a) the project's funding is appropriated by the County Commission, and (b) all prior phases and County reviews and approvals of the project have been completed (e.g., OESBD review, etc.). If a project is terminated, it will lose its ranking and its allocated funding will become available to fund other Eligible Municipal Projects for any of the applicable Municipalities in the then-current Fiscal Year or within two (2) Fiscal Years thereafter, whether through the Formula-based Funding or by additional funding being made available to the Grant Match Program or for Municipal Capital Project Contingency (construction projects only). Such reallocated funding from terminated projects shall count towards County's satisfaction of the Minimum Annual Guarantee in the Fiscal Year in which the funding was originally intended to be spent and not in the Fiscal Year in which it was reallocated to other Eligible Municipal Projects. A Municipality may elect to resubmit for consideration, in a subsequent Fiscal Year, an Eligible Municipal Project previously terminated by County. If Municipality disagrees with MAP Administration's termination of a project pursuant to this section, Municipality may, within fifteen (15) days after MAP Administration provides written notice to Municipality of termination, provide MAP Administration with written notice of its intent to seek further review of the termination and request for up to an additional ninety (90) day extension from County to either satisfy the conditions that were the basis of the determination to terminate or have the project be placed under a Surtax Funding Agreement, as applicable. Municipality shall, within thirty (30) days after timely providing notice of its intent to seek further review, provide MAP Administration with all documentation and other materials it wishes to have considered by the County Administrator. The decision of the County Administrator

on whether to confirm the termination or provide the extension to Municipality is final. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

5.4. County's Discretion to Deliver an Eligible Municipal Project. County may elect, at any time prior to executing a Surtax Funding Agreement for the project and with the consent of the applicable Municipality(ies) (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the Municipality of its intent to deliver the project. In such circumstances, the funding that would have been provided to Municipality for it to deliver the Eligible Municipal Project will be retained by County and/or paid to FDOT for the construction of the project. Notwithstanding the delivery of an Eligible Municipal Project by County or FDOT, the funding for the project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

5.5. Surtax Funding Agreements. For each Eligible Municipal Project, the Municipalities shall receive Transportation Surtax Proceeds from County subject to and upon execution of a Surtax Funding Agreement between County and Municipality. Transportation Surtax-funded Eligible Municipal Projects must comply with the County Business Enterprise Program (in effect at the time the Surtax Funding Agreement is executed) and include a CBE goal as determined by the Office of Economic and Small Business Development. As of the Effective Date, each Eligible Municipal Project (other than On-demand Transportation Services) shall include, to the extent permitted by Applicable Law, at least a 30% CBE commitment of the Transportation Surtax Proceeds utilized for the project, unless such requirement is determined inapplicable by the Director of County's Office of Economic and Small Business Development or is modified or waived by the County Commission. In addition to the foregoing, each Surtax Funding Agreement will include various requirements that Municipality must agree to in connection with the project, including without limitation requirements that it comply with all Applicable Law relating to the procurement of the contractor performing the work, the utilization of certain provisions contained within County's surtax-funded construction contract, obligations to provide financial and status reports regarding the project for the project's duration, adequate supporting documentation, and such other requirements as may be requested by MAP Administration.

ARTICLE 6. ADDITIONAL REQUIREMENTS

6.1. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds are consistent with Applicable Law and with any conditions required by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project financials, performance data, and deliverables, as may be prescribed by MAP Administration.

6.2. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to annual reporting by Municipality as part of Municipality's required independent financial audit, along with audit by County and/or the Oversight Board. Any interest earned or proceeds received by Municipality for any Transportation Surtax funds shall constitute Transportation Surtax Proceeds and may only be utilized by Municipality for Eligible Municipal Projects and in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by County, Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

6.3. Permitting. To limit public inconvenience and facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by County and is in whole or in part within the geographical boundaries of Municipality, that Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except that this requirement shall not apply to any portion of construction work performed by County that will be owned, operated, and maintained by that Municipality. This waiver shall apply to, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with state and County standards for work performed by County. County shall waive all County permitting fees for Municipal Capital Projects and Municipal R&M Projects unless and to the extent prohibited by applicable state or federal law.

6.4. Road Closures. To the extent requested by County, each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by County, that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads in Municipality that are closed for any reason, including but not limited to construction of Eligible Municipal Projects, other construction, or flooding.

6.5. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing efforts in the manner and content prescribed by County, including but not limited to signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds. Such branding and marketing shall utilize County-approved wording, logos, or other imagery that acknowledges the project contributions of County, the applicable Municipality or Municipalities, and other participating agencies, when applicable. Municipalities receiving Transportation Surtax funds must coordinate with MAP Administration regarding the type, location, and quantities of signage for each project. The costs for all construction signage, memorialized signage, and other branding and marketing materials requested by County pursuant to this section shall be paid by MAP Administration using Transportation Surtax Proceeds. County branding and marketing materials for Eligible Municipal Projects does not count towards the Minimum Annual Guarantee.

6.6. Data Collection and Sharing. To the extent requested by MAP Administration, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets, for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights-of-way, properties, or assets. County shall fund the costs for any such incorporation and placement requested by County. To the extent that Municipality controls data collection from these sensors or other devices, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable Eligible Municipal Project, to the extent requested by MAP Administration, each Municipality shall provide County with all access to such data, including recurring or real-time access or periodic download, as appropriate.

ARTICLE 7. GENERAL PROVISIONS

7.1. Term of Agreement. This 2025 ILA shall remain in full force and effect until all Transportation Surtax Proceeds paid by County for Eligible Municipal Projects have been fully expended by all Municipalities and ninety (90) days have elapsed after the Oversight Board has completed its review of each applicable Party's final audit.

7.2. No Impact on Future Levies. Nothing in this 2025 ILA shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

7.3. Funding Limited to Transportation Surtax Proceeds. County's funding obligations under this 2025 ILA shall be met using only Transportation Surtax Proceeds, and all funding provided by County shall be consistent with and subject to Applicable Law, including Section 129.01, Florida Statutes. Should there be a change in Applicable Law that results in the elimination or otherwise materially modifies the Transportation Surtax (e.g., a requirement that County reduce *ad valorem* taxes as a condition of keeping the Transportation Surtax, etc.), County shall have the right, in the County Commission's discretion, to terminate this 2025 ILA and any Surtax Funding Agreement then in effect, with such termination(s) effective as of the change in Applicable Law, and no further funding obligations pursuant to this 2025 ILA or the applicable Surtax Funding Agreement shall remain after the effective date of such termination. Notwithstanding the termination right referenced in the prior sentence, Surtax Funding Agreements that were executed prior to the effective date of the change in Applicable Law will not be terminated so long as the change in Applicable Law contains a "grandfathering" provision that permits County to continue funding such Surtax Funding Agreements with Transportation Surtax Proceeds through the expiration of such agreements. Any termination by County pursuant to this section shall not constitute a breach of any obligations to the Municipalities hereunder or under any Surtax Funding Agreement.

7.4. Amendment. This 2025 ILA may be amended, and such amendment shall be binding on all Parties, as follows:

7.4.1. By a written document formally approved by County and by such Municipalities that both (i) constitute a majority of Municipalities that are a Party to this 2025 ILA, and (ii) cumulatively represent more than 50% of Broward County's total population; and

7.4.2. Notwithstanding Section 7.4.1 above, no amendment that directly or indirectly: (i) creates any additional liability or obligation of any one Party (but not all Parties); (ii) disproportionately removes a right of only one Party; or (c) has a disproportionate, material adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

7.5. Governing Law, Venue, and Waiver of Jury Trial. This 2025 ILA shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this 2025 ILA shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS 2025 ILA, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS 2025 ILA.**

7.6. Counterparts. This 2025 ILA may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

7.7. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this 2025 ILA by one or more Municipalities, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this 2025 ILA.

7.8. Notices. For a notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to County: Broward County Administrator
 115 S. Andrews Avenue, Room 409
 Fort Lauderdale, FL 33301
 Email: mcepero@broward.org

With a copy to: Broward County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Email: nklitsberg@broward.org
ameyers@broward.org

As to Municipality: Manager/Administrator
Name, address, and current email provided on signature page

With a copy to: Municipal Attorney
Name, address, and current email provided on signature page

As to BCCMA: BCCMA President
Name, address, and current email provided on signature page

With a copy to: BCCMA Counsel
Name, address, and current email provided on signature page

A Party's notice address may be changed at any time by that Party giving notice of such change consistent with the requirements of this section.

7.9. Entire Agreement. This 2025 ILA constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and except as expressly provided for in this 2025 ILA, supersedes the Original ILA, the First Amendment, the Second Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this 2025 ILA that is not expressly contained herein, except for those contained in Surtax Funding Agreements relating to specific Eligible Municipal Projects (whether associated with Community Shuttle, Municipal R&M Project, Municipal Capital Project, or otherwise). To the extent of any conflict between or among this 2025 ILA, the Original ILA, First Amendment, or Second Amendment, the provisions of this 2025 ILA shall prevail.

7.10. Headings. The section and subsection headings in this 2025 ILA are inserted for convenience only and shall not affect in any way the meaning or interpretation of this 2025 ILA.

7.11. Joint Preparation. The preparation of this 2025 ILA has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

7.12. Severability. If any portion of this 2025 ILA is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this 2025 ILA in a manner designed to effectuate the intent of the Parties.

7.13. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this 2025 ILA.

7.14. Individual Liability. Except for the obligations of Municipalities to defend, indemnify, and/or hold County harmless as provided for in this 2025 ILA or in an individual agreement associated with an Eligible Municipal Project, each Party agrees and commits to fully comply with the obligations of this 2025 ILA for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this 2025 ILA shall not constitute a default by any other Party.

7.15. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date, there has been no known breach, by any Party, of any right, obligation, term, or other condition of the Original ILA, the First Amendment, and/or the Second Amendment. To the extent any Party has actual knowledge of any potential claim for a breach or default under the Original ILA, the First Amendment, and/or the Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases such claims against each other Party. Notwithstanding anything in this section to the contrary, this section shall not in any way impact any claims, defenses, or rights that a Party may have pursuant to a Surtax Funding Agreement that was executed prior to the Effective Date and during the effective period of the Original ILA, the First Amendment, or the Second Amendment.

7.16. Measurement of Time; Time of the Essence. All time periods referenced in this 2025 ILA shall be measured in calendar days. Time is of the essence for all Municipality obligations under this 2025 ILA.

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IN WITNESS WHEREOF, the Parties have made and executed this 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 10th day of June, 2025 (Agenda Item 65); the BCCMA, signing by and through its authorized officer or official; and each Municipality, signing by and through its authorized officer or official.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK
Amended and Restated ILA (3rd Amendment) 5-14-25.docx
06/09/2025
#1168734.20

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

CITY/TOWN/VILLAGE OF _____ through its governing body, signing by and through its _____, authorized to execute the same by action of its governing body on the _____ day of _____, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____
_____, Mayor

Print or Type Name of Witness

_____ day of _____, 2024

Signature of Witness

By: _____
_____, Municipal Manager

Print or Type Name of Witness

_____ day of _____, 2024

ATTEST:

Notices to Municipality: (name/address/email)

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

With a copy to Municipality Counsel:

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

The Broward County City Managers Association, Inc., through its governing body, signing by and through its _____, authorized to execute the same by BCCMA action on the _____ day of _____, 2025.

BCCMA

WITNESS:

Signature of Witness

By: _____
Signature

Print or Type Name of Witness:

Print Name/Title:

_____ day of _____, 2024

Signature of Witness

Print or Type Name of Witness

Approved as to form by:
BCCMA Counsel

Notices to BCCMA: (name/address/email)

Signature

Print Name

With a copy to BCCMA Counsel:

EXHIBIT A**Cycle 1 Municipal Capital Projects (MCP) Not Under a Surtax Funding Agreement**

Project ID	FY Approved	Municipality
COOP-036	2020	Cooper City
DEER-003	2020	Deerfield Beach
LLAK-006	2020	Lauderdale Lakes
MARG-002	2020	Margate
MARG-047	2020	Margate
OAKL-007	2020	Oakland Park
PPIN-039	2020	Pembroke Pines
PPRK-010	2020	Pembroke Park
SUNR-075	2020	Sunrise
TAMA-008	2020	Tamarac
WILT-009	2020	Wilton Manors
WPRK-007	2020	West Park

**Cycle 1 Municipal Rehabilitation & Maintenance Projects (R&M)
Not Under a Surtax Funding Agreement**

Project ID	FY Approved	Municipality
DBEACH-FY2020-00001	2020	Dania Beach
FTLAUD-FY2020-00001	2020	Fort Lauderdale
HBEACH-FY2020-00001	2020	Hallandale Beach
LAHILL-FY2020-00001	2020	Lauderhill
LHPOINT-FY2020-00001	2020	Lighthouse Point
LHPOINT-FY2020-00002	2020	Lighthouse Point
LLAKES-FY2020-00001	2020	Lauderdale Lakes
MARG-FY2020-00001	2020	Margate
MARG-FY2020-00002	2020	Margate
MARG-FY2020-00003	2020	Margate
MARG-FY2020-00004	2020	Margate
NRTHLAUD-FY2020-00006	2020	North Lauderdale
NRTHLAUD-FY2020-00008	2020	North Lauderdale
OAKLAND-FY2020-00003	2020	Oakland Park
SUNRISE-FY2020-00003	2020	Sunrise
SUNRISE-FY2020-00006	2020	Sunrise

EXHIBIT B
Fiscal Year 2026 Formula-based Funding Amounts

Municipal Centerline Mileage (Data as of September 30, 2023)				Formula Allocation by Municipality FY2026	
Municipality	Municipal Roads			Amount: \$30,000,000	
	Paved	Unpaved	Total Miles	Percentage of Centerline Miles ⁽¹⁾	Surtax Allocation ⁽²⁾
Coconut Creek	48.000	0.000	48.000	1.14%	\$343,110
Cooper City	75.040	0.000	75.040	1.79%	\$536,396
Coral Springs	226.100	0.000	226.100	5.39%	\$1,616,193
Dania Beach	93.265	0.000	93.265	2.22%	\$666,671
Davie	310.210	5.500	315.710	7.52%	\$2,256,738
Deerfield Beach	146.600	0.000	146.600	3.49%	\$1,047,917
Ft. Lauderdale	509.500	27.900	537.400	12.80%	\$3,841,408
Hallandale Beach	68.193	0.000	68.193	1.62%	\$487,453
Hillsboro Beach ⁽³⁾	0.500	0.000	0.500	0.01%	\$3,574
Hollywood	365.370	61.100	426.470	10.16%	\$3,048,465
Lauderdale-By-The-Sea	16.680	0.000	16.680	0.40%	\$119,231
Lauderdale Lakes	44.000	0.000	44.000	1.05%	\$314,518
Lauderhill	106.500	0.000	106.500	2.54%	\$761,276
Lazy Lake Village	2.000	0.000	2.000	0.05%	\$14,296
Lighthouse Point	45.500	0.000	45.500	1.08%	\$325,240
Margate	101.090	0.000	101.090	2.41%	\$722,605
Miramar	166.380	0.000	166.380	3.96%	\$1,189,307
North Lauderdale	54.000	0.000	54.000	1.29%	\$385,999
Oakland Park	115.000	0.000	115.000	2.74%	\$822,036
Parkland	29.200	0.000	29.200	0.70%	\$208,726
Pembroke Park	9.900	0.000	9.900	0.24%	\$70,767
Pembroke Pines	469.850	0.000	469.850	11.20%	\$3,358,551
Plantation	219.800	0.000	219.800	5.24%	\$1,571,160
Pompano Beach	279.208	0.000	279.208	6.65%	\$1,995,816
Sea Ranch Lakes	2.040	0.000	2.040	0.05%	\$14,582
Southwest Ranches	67.600	0.300	67.900	1.62%	\$485,358
Sunrise	186.020	8.400	194.420	4.63%	\$1,389,740
Tamarac	136.860	0.000	136.860	3.26%	\$978,294
West Park	51.550	0.000	51.550	1.23%	\$368,486
Weston	100.743	0.000	100.743	2.40%	\$720,125
Wilton Manors	47.000	0.000	47.000	1.12%	\$335,962
TOTALS	4,093.699	103.200	4,196.899	100%	\$30,000,000

Source: 2023 City County Mileage, FDOT City/County Road Mileage Report, Retrieved from https://ftp.fdot.gov/public/folder/nNfLAvm106mshfAabOmyQ/City_and_County_Roads [BCCMA Surtax Subcommittee]

Notes:

- (1) **Percentage of Centerline Miles** is calculated using the Total of Paved + Unpaved Municipal-owned Roads
- (2) **Surtax Allocation** is obtained by applying the **Percentage of Centerline Miles** by Municipality to \$30,000,000
- (3) Hillsboro Beach reports both .5 public miles, and 0; allocation calculated with 0.5 miles

EXHIBIT C
List of Municipal Capital Project Tails

Surtax Municipal Capital Project Information for Projects with Unfunded Tails ⁽¹⁾								
Project Information				Project Phase & Future Programming Information			Unfunded Phase(s) & Future Funding Information	
	Municipality	Project ID	Project Name	Funded Phase	Fiscal Year Programmed	Amount Programmed	Unfunded Phase	Estimated Cost (2)
1	Wilton Manors	WILT-22-001	Five Points Redesign Project Construction Phase	Design	2026	\$ 500,000.00	Construction	\$ 4,725,000
2	Miramar	MIRA-017	Bass Creek Road Expansion from SW 148th Avenue to FL Turnpike	Design	2027	\$ 506,520.00	Construction	\$ 4,280,128
3	Oakland Park	OAKL-22-020	NE 6th Avenue Improvements	Planning	2028	\$ 552,779.00	Design & Construction	\$ 12,823,731
4	Oakland Park	OAKL-22-003	NW 39th Street Improvements	Planning	2028	\$ 235,414.00	Design & Construction	\$ 3,554,459
5	Fort Lauderdale	FORT-22-001	SW 14 Avenue and Middle Street capacity increase and added parking lane	Design	2028	\$ 223,320.00	Construction	\$ 7,882,936
6	West Park	WPRK-001	County Line Road from SW 56th Avenue to South State Road 7 Improvement	Design	2027	\$ 115,400.00	Construction	\$ 1,350,729
7	Weston	WEST-312	South Post Road Roadway Improvements	Design	2027	\$ 1,181,617.00	Construction	\$ 10,851,452
8	Miramar	MIRA-013	SW 184th Avenue Expansion from Miramar Parkway to Pembroke Road	Design	2028	\$ 1,527,120.00	Construction	\$ 25,106,984

Notes:

- (1) Projects #1-5 were recommended by the MPO for construction funding in new fifth year of Municipal Five-Year Plan (FY2030), totaling \$33,266,254.
- (2) Estimated cost utilized for unfunded phases is based on the data and report created by the MPO, titled "Ranking and Recommendations Cycle 6 Results," submitted to the County on April 15, 2025.

EXHIBIT D **Municipal Five-Year Plans for Fiscal Years 2020 - 2029**

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
RBM	1	Lauderhill	BC-LAHL-FY2020-00001	\$ 15,500	C																			\$ 15,500
RBM	1	Plantation	BC-PLANT-FY2020-00002	\$ 2,749,823	C																			\$ 2,749,823
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00002	\$ 2,553,217	C																			\$ 2,553,217
RBM	1	Hollywood	BC-HLYWD-FY2020-00003	\$ 1,666,863	C																			\$ 1,666,863
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00004	\$ 1,617,300	C																			\$ 1,617,300
RBM	1	Hollywood	BC-HLYWD-FY2020-00001	\$ 2,967,457	C																			\$ 2,967,457
RBM	1	Tamarac	BC-TAM-FY2020-00001	\$ 2,817,339	C																			\$ 2,817,339
RBM	1	Coconut Creek	BC-CREEK-FY2020-00001	\$ 3,000,000	C																			\$ 3,000,000
RBM	1	Deerfield Beach	BC-DBEACH-FY2020-00001	\$ 791,219	C																			\$ 791,219
RBM	1	Southwest Ranches	BC-SWRANCHES-FY2020-00001	\$ 1,223,165	C																			\$ 1,223,165
RBM	1	Lighthouse Point	BC-LHPOINT-FY2020-00001	\$ 913,588	C																			\$ 913,588
RBM	1	Oakland Park	BC-OAKLAND-FY2020-00001	\$ 2,981,440	C																			\$ 2,981,440
RBM	1	Miramar	BC-MIRAM-FY2020-00003	\$ 2,234,426	C																			\$ 2,234,426
RBM	1	Southwest Ranches	BC-SWRANCHES-FY2020-00001	\$ 737,005	C																			\$ 737,005
RBM	1	Hollywood	BC-HLYWD-FY2020-00003	\$ 1,038,006	C																			\$ 1,038,006
RBM	1	Hallandale Beach	BC-HBEACH-FY2020-00001	\$ 2,971,710	C																			\$ 2,971,710
RBM	1	Oakland Park	BC-OAKLAND-FY2020-00002	\$ 2,072,800	C																			\$ 2,072,800
RBM	1	Miramar	BC-MIRAM-FY2020-00002	\$ 1,854,177	C																			\$ 1,854,177
RBM	1	Weston	BC-WESTON-FY2020-00004	\$ 72,765	C																			\$ 72,765
RBM	1	Cooper City	BC-COOPERC-FY2020-00001	\$ 1,036,960	C																			\$ 1,036,960
RBM	1	Dania Beach	BC-DBEACH-FY2020-00001	\$ 297,905	C																			\$ 297,905
RBM	1	Miramar	BC-MIRAM-FY2020-00001	\$ 1,995,001	C																			\$ 1,995,001
RBM	1	Coral Springs	BC-SPRINGS-FY2020-00001	\$ 399,406	C																			\$ 399,406
RBM	1	North Lauderdale	BC-NRTHLAUD-FY2020-00008	\$ 1,440,093	C																			\$ 1,440,093
RBM	1	Margate	BC-MARG-FY2020-00002	\$ 293,350	C																			\$ 293,350
RBM	1	Weston	BC-WESTON-FY2020-00001	\$ 596,268	C																			\$ 596,268
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00001	\$ 1,252,300	C																			\$ 1,252,300
RBM	1	Margate	BC-MARG-FY2020-00001	\$ 176,064	C																			\$ 176,064
RBM	1	Lighthouse Point	BC-LHPOINT-FY2020-00002	\$ 1,051,247	C																			\$ 1,051,247
RBM	1	North Lauderdale	BC-NRTHLAUD-FY2020-00006	\$ 2,914,575	C																			\$ 2,914,575
RBM	1	Sunrise	BC-SUNRISE-FY2020-00003	\$ 852,796	C																			\$ 852,796
RBM	1	Pembroke Pines	BC-PBRKPINES-FY2020-00001	\$ 483,380	C																			\$ 483,380
RBM	1	Weston	BC-WESTON-FY2020-00002	\$ 191,834	C																			\$ 191,834
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00003	\$ 522,757	C																			\$ 522,757
RBM	1	Margate	BC-MARG-FY2020-00003	\$ 1,053,184	C																			\$ 1,053,184
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00001	\$ 1,334,667	C																			\$ 1,334,667
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00003	\$ 1,425,600	C																			\$ 1,425,600
RBM	1	Wilton Manors	BC-WMANORS-FY2020-00002	\$ 1,651,467	C																			\$ 1,651,467
RBM	1	Sunrise	BC-SUNRISE-FY2020-00006	\$ 1,853,260	C																			\$ 1,853,260
RBM	1	Lauderdale Lakes	BC-LLAKES-FY2020-00001	\$ 400,000	C																			\$ 400,000
MCP	1	Wilton Manors	WILT-006	\$ 247,711	C																			\$ 247,711
MCP	1	Sunrise	SUNR-025.1	\$ 5,180,000	C																			\$ 5,180,000
MCP	1	Pompano Beach	POMP-004	\$ 1,174,741	C																			\$ 1,174,741
MCP	1	North Lauderdale	NLAU-007.1	\$ 1,998,187	C																			\$ 1,998,187
MCP	1	Weston	WEST-224	\$ 1,612,082	C																			\$ 1,612,082
MCP	1	West Park	WPRK-004	\$ 1,638,987	C																			\$ 1,638,987
MCP	1	Coral Springs	CORA-115.1	\$ 496,917	C																			\$ 496,917
MCP	1	Dania Beach	DANI-009	\$ 2,191,740	C																			\$ 2,191,740
MCP	1	Davee	DAVE-003	\$ 4,859,167	C																			\$ 4,859,167
MCP	1	Cooper City	COOP-036	\$ 30,000	C																			\$ 30,000
MCP	1	Hallandale Beach	HALL-026	\$ 513,600	C																			\$ 513,600
MCP	1	Deerfield Beach	DEER-003	\$ 800,000	C																			\$ 800,000
MCP	1	Southwest Ranches	SWRA-032	\$ 124,000	C																			\$ 124,000
MCP	1	Oakland Park	OAKL-099	\$ 330,000	C																			\$ 330,000
MCP	1	Hollywood	HOLL-064	\$ 5,000,000	C																			\$ 5,000,000
MCP	1	Pembroke Park	PPRK-002					\$ 1,272,115	C															\$ 1,272,115
MCP	1	Fort Lauderdale	FORT-122	\$ 2,996,668	C																			\$ 2,996,668
MCP	1	Tamarac	TAMA-003.1	\$ 528,902	C																			\$ 528,902
MCP	1	Wilton Manors	WILT-012	\$ 629,804	C																			\$ 629,804
MCP	1	Pompano Beach	POMP-006	\$ 3,741,868	C																			\$ 3,741,868
MCP	1	Hallandale Beach	HALL-005	\$ 2,977,563	C																			\$ 2,977,563
MCP	1	Davee	DAVE-001	\$ 1,000,000	C																			\$ 1,000,000
MCP	1	Hollywood	HOLL-035	\$ 700,000	C																			\$ 700,000
MCP	1	Lauderdale Lakes	LLAK-015	\$ 863,663	C																			\$ 863,663
MCP	1	Weston	WEST-308	\$ 319,086	C																			\$ 319,086
MCP	1	Weston	WEST-307.1	\$ 232,739	C																			\$ 232,739
MCP	1	Tamarac	TAMA-014	\$ 445,817	C																			\$ 445,817
MCP	1	Wilton Manors	WILT-013	\$ 639,650	C																			\$ 639,650
MCP	1	Miramar/Pembroke Pines	MIRA-001	\$ 5,930,000	D	\$ 3,500,000	R					\$ 10,000,000	C	\$ 10,000,000	C	\$ 11,000,000	C	\$ 10,000,000	C	\$ 10,000,000	C			\$ 60,430,000
MCP	1	Fort Lauderdale	FORT-108	\$ 195,000	P					\$ 780,000	D			\$ 2,762,500	C	\$ 2,762,500	C							\$ 6,500,000
MCP	1	Oakland Park	OAKL-023	\$																				

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
MCP	1	Lighthouse Point	LHP-010	\$ 67,500	P							\$ 270,000	D	\$ 1,912,500	C									\$ 2,250,000
MCP	1	North Lauderdale	NLAU-007.2	\$ 360,218	D			\$ 4,639,782	C															\$ 5,000,000
MCP	1	Margate	MARG-002	\$ 20,880	D					\$ 153,120	C													\$ 174,000
MCP	1	Fort Lauderdale	FORT-104	\$ 360,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Oakland Park	OAKL-007	\$ 150,000	P																			\$ 150,000
MCP	1	Coral Springs	CORA-008	\$ 600,000	P									\$ 250,000	D	\$ 9,450,000	C	\$ 9,700,000	C					\$ 20,000,000
MCP	1	Hollywood	HOLI-038	\$ 150,000	P							\$ 600,000	D	\$ 4,250,000	C									\$ 5,000,000
MCP	1	Miramar	MIRA-020	\$ 144,000	D					\$ 1,056,000	C													\$ 1,200,000
MCP	1	Lauderdale Lakes	LLAK-016	\$ 15,000	P					\$ 60,000	D					\$ 425,000	C							\$ 500,000
MCP	1	Sunrise	SUNR-075	\$ 1,110,000	D					\$ 2,860,000	C					\$ 5,280,000	C							\$ 9,150,000
MCP	1	Davie	DAVI-012	\$ 240,000	D							\$ 1,760,000	C											\$ 2,000,000
MCP	1	Wilton Manors	WILT-003	\$ 240,000	D					\$ 1,760,000	C													\$ 2,000,000
MCP	1	West Park	WPRK-003	\$ 420,000	D							\$ 3,080,000	C											\$ 3,500,000
MCP	1	Weston	WEST-192	\$ 369,600	D							\$ 3,091,549	C											\$ 3,461,149
MCP	1	Deerfield Beach	DEER-006	\$ 300,000	D					\$ 2,200,000	C													\$ 2,500,000
MCP	1	North Lauderdale	NLAU-008	\$ 360,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Cooper City	COOP-024	\$ 480,000	D							\$ 2,112,000	C	\$ 1,408,000	C									\$ 4,000,000
MCP	1	Parkland	PARK-002	\$ 312,000	D			\$ 2,288,000	C															\$ 2,600,000
MCP	1	Margate	MARG-047	\$ 120,000	D									\$ 880,000	C									\$ 1,000,000
MCP	1	Southwest Ranches	SWRA-022	\$ 5,360	D			\$ 37,840	C															\$ 43,000
MCP	1	Tamarac	TAMA-001	\$ 120,000	P																			\$ 120,000
MCP	1	Dania Beach	DANI-017	\$ 865,440	D			\$ 6,346,560	C															\$ 7,212,000
MCP	1	Coral Springs	CORA-102	\$ 45,000	D									\$ 330,000	C									\$ 375,000
MCP	1	Miramar/Pembroke Pines	MIRA-025	\$ 252,000	D							\$ 1,848,000	C											\$ 2,100,000
MCP	1	Lauderdale Lakes	LLAK-018	\$ 120,000	D											\$ 880,000	C							\$ 1,000,000
MCP	1	Hallandale Beach	HALL-019	\$ 180,000	D											\$ 1,320,000	C							\$ 1,500,000
MCP	1	Davie	DAVI-014	\$ 336,000	D											\$ 2,464,000	C							\$ 2,800,000
MCP	1	Coconut Creek	COCO-016	\$ 330,600	D									\$ 2,424,400	C									\$ 2,755,000
MCP	1	West Park	WPRK-008	\$ 240,000	D							\$ 1,760,000	C											\$ 2,000,000
MCP	1	Pompano Beach	POMP-013	\$ 711,452	D							\$ 5,217,316	C											\$ 5,928,768
MCP	1	Parkland	PARK-007	\$ 72,000	D											\$ 528,000	C							\$ 600,000
MCP	1	Margate	MARG-033	\$ 24,000	D											\$ 176,000	C							\$ 200,000
MCP	1	Hollywood	HOLI-056	\$ 300,000	D							\$ 733,333	C											\$ 833,333
MCP	3	Miramar	MIRA-017													\$ 506,520	D							\$ 506,520
MCP	3	West Park	WPRK-001													\$ 115,400	D							\$ 115,400
MCP	3,4	Davie	DAVI-019													\$ 370,416	D	\$ 5,871,572	C					\$ 6,241,988
MCP	3	Weston	WEST-312													\$ 1,181,617	D							\$ 1,181,617
MCP	3,4	Davie	DAVI-002													\$ 367,726	D	\$ 5,619,520	C					\$ 5,987,246
MCP	3	Oakland Park	OAKL-22-004													\$ 471,137	C							\$ 471,137
MCP	3,4	Davie	DAVI-011													\$ 331,979	D	\$ 5,796,163	C					\$ 6,128,142
MCP	3	Lauderhill	LHR-518													\$ 511,563	D	\$ 10,363,448	C					\$ 10,875,011
R&M	1	Oakland Park	OAKL-2020-003							\$ 510,510	C													\$ 510,510
R&M	1	Coral Springs	CORA-2020-002											\$ 1,712,582	C									\$ 1,712,582
R&M	1	Hallandale Beach	HALL-2020-002							\$ 162,979	C													\$ 162,979
R&M	1	North Lauderdale	NLAU-2020-002													\$ 1,646,365	C							\$ 1,646,365
R&M	1	Lauderdale Lakes	LLAK-2020-002													\$ 2,000,000	C							\$ 2,000,000
R&M	1	Margate	MARG-2020-004							\$ 123,599	C													\$ 123,599
MCP	4,5	Coconut Creek	COCO-23-007																					\$ 123,599
MCP	4,5	Fort Lauderdale	FORT-23-001																	\$ 1,623,055	D	\$ 14,745,559	C	\$ 16,368,614
MCP	4	Coconut Creek	COCO-23-001																	\$ 500,000	D	\$ 9,677,609	C	\$ 10,177,609
MCP	4	Oakland Park	OAKL-22-020																	\$ 6,371,882	C			\$ 6,371,882
MCP	4	Oakland Park	OAKL-22-020																	\$ 552,779	P			\$ 552,779
MCP	4	Wilton Manors	WILT-22-001													\$ 500,000	D							\$ 500,000
MCP	4	Oakland Park	OAKL-22-003																	\$ 235,414	P			\$ 235,414
MCP	4	Fort Lauderdale	FORT-22-001																	\$ 223,320	D			\$ 223,320
MCP	4	Miramar	MIRA-013																	\$ 1,527,120	D			\$ 1,527,120

MCP = Municipal Capital Project; R&M = Rehabilitation & Maintenance Project

PH = Phases: P - Planning, D - Design, R - Right of Way, C - Construction

NOTE: MCPs or R&Ms that have been combined with other awarded municipal projects are referred to as "bundles"; only one Project ID associated with a bundle is shown. MCPs or R&Ms that have been withdrawn or removed from the municipal surtax program are not shown.