

Town of Lauderdale-By-The-Sea

Special Town Commission

Agenda

Tuesday, July 29, 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

Special Town Commission

Tuesday, July 29, 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. **NEW BUSINESS**
 - 3.a. Discussion Regarding the Town Manager Position
 4. **PUBLIC COMMENTS**
 5. **COMMISSIONER COMMENTS**
 6. **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: 3.a.

Town Commission Agenda Item Report

Meeting Date: July 29, 2025

Submitted By: Edmund Malkoon, Mayor

Submitting Department: Town Commission

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Discussion Regarding the Town Manager Position

Explanation: Discussion Regarding the Town Manager Position

Recommendation:

Exhibits:

1. Town Manager Agreement - Amended & Reinstated January 2024
2. Resolution 2025-19 Commission Procedures
3. Resolution 2024-04
4. ARTICLE_II.____TOWN_COMMISSION - Special meetings
5. ARTICLE_V.____TOWN_OFFICERS_AND_EMPLOYEES

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into as of the 23rd day of January, 2024, between the Town of Lauderdale-By-The-Sea (the "**Town**") and Linda Connors (the "**Employee**") (collectively, the "Parties").

BACKGROUND

In October 2021, the Town Council selected Employee as Town Manager, which final appointment was subject to negotiation and approval of terms of an Employment Agreement (the "Initial Agreement") between the Parties.

The Town desires to extend the term of Initial Agreement with Employee, and to modify certain terms and conditions of employment detailed therein, and Employee wishes to continue employment as Town Manager under amended and restated terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and Employee agree to the following:

SECTION 1. DUTIES AND QUALIFICATIONS

- 1.1 **Qualifications:** The Town Commission hereby finds that the Town Manager satisfies the qualifications required by Section 5.3 of the Town Charter. Employee is not required to be a member of the International City Management Association and is not required to be a resident of the Town.
- 1.2 **Duties:** Town agrees to employ Employee as Town Manager to perform the duties and exercise the powers as prescribed by state law (including, but not limited to Chapter 112, Florida Statutes, Code of Ethics), the Town Charter (including, but not limited to Section 5.5) and the Town Code, and to perform such other legally permissible and proper duties and functions as assigned by the Town Commission from time to time. The Town Manager is an exempt employee under the Fair Labor Standards Act and, as such, Employee is not entitled to payment of overtime or accrual of any kind of compensatory time leave or payment. Without limitation, the Town Manager shall also oversee the operation of the Town's public safety contractors and shall provide regular status reports on pending projects if requested by the Town Commission.

SECTION 2. TERM

- 2.1 **Term:** This Agreement shall have a term commencing on January 23, 2024 ("**Commencement Date**") and ending on October 31, 2027 ("**Expiration Date**"), unless earlier terminated or amended as provided elsewhere in this Agreement.
- 2.2 **Notice to Enter into a New Agreement, Extend or Allow Expiration:** No later

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than April 30, 2027, the Town Commission shall notify Employee of its intention to: (a) enter into a new agreement, (b) extend this Agreement for such term as the parties may agree, or (c) allow this Agreement to expire on the Expiration Date.

- 2.3 **Failure to Act is a One-Year Extension:** Failure of the Town Commission to act pursuant to Subsection 2.2 shall be deemed a decision to allow this Agreement to be renewed for one (1) additional year on the Expiration Date, under the same terms and conditions that are in effect on the Expiration Date, unless otherwise amended or terminated pursuant to its terms during that additional year. At the end of the additional year, this Agreement will be terminated.
- 2.4 **Service at Pleasure of Commission:** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Commission to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.
- 2.5 **Payments to Employee Upon Separation from Town for Any Reason:** Notwithstanding any other provision of this Agreement, and regardless of the reason for Employee's separation from the Town's employ, the Town shall pay Employee upon her separation from the Town any and all earned but unpaid salary and benefits according to terms identified in Section 3 of this Agreement.

The Town Commission shall review and approve the accuracy of the amount of all payments required to be made to Employee upon her separation from the Town's employ, prior to payment. Payment shall be within 30 days of the effective date of the separation.

- 2.6 **Effect of Expiration:** If this Agreement expires, then no Severance Payment, as defined in Subsection 3.1, shall be due to Employee, and only the payments identified in Subsection 2.5 shall be due to Employee.

SECTION 3. TERMINATION BY TOWN

- 3.1 **Early Termination of Employment Agreement with Severance:** In the event Employee is terminated by the Town Commission prior to the normal expiration of this Agreement, other than for misconduct (as is defined in Section 3.2 of this Agreement) and during such time that Employee is willing and able to perform her duties under this Agreement, the Town agrees to pay Employee a lump sum severance pay ("Severance Payment") equal to twenty (20) weeks of Salary at the time of termination. The Town shall also continue to pay the premium for the Town Manager's health insurance for 20 weeks after the effective date of her termination. The Town shall not provide the Town Manager with any other benefit or reimbursement (except that specifically set forth in this paragraph) beyond the date of her termination. All severance payments (excluding the continuation of her health insurance benefits) shall be paid to the Town Manager in a lump sum upon her termination or within thirty (30) days thereafter at the Town's option.

The Severance Payment will only be provided if Employee signs a general release and waiver of claims against the Town regarding termination, on a form provided by the Town. Prior to payment, the Severance Payment shall be approved pursuant to Section

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2.5.

Regardless of when Severance is paid, Employee shall also receive a payout for all earned and unused vacation and sick leave accruals within fourteen (14) days of her separation.

3.2 **Termination-for Misconduct**

- A. **Misconduct Defined:** "Misconduct" for the purpose of this Agreement is as defined in Section 443.036(29), Florida Statutes and includes, but is not limited to the following: (i) fraud, misappropriation or embezzlement; (ii) Employee's intentional breach of the provisions of this Agreement; (iii) Employee's repeated willful failure to perform services hereunder; (iv) Employee's violation of Chapter 112, Florida Statutes, Code of Ethics; (v) Employee's willful and continued failure to substantially perform her duties for the Town (other than as a result of incapacity due to physical or mental illness); or (vi) willful conduct by Employee that is demonstrably and materially injurious to the Town, monetarily or otherwise. For purposes of this paragraph, an act, or a failure to act, shall not be deemed "willful" or "intentional," as those terms are used herein, unless it is done, or omitted to be done, by Employee in bad faith or without a reasonable belief that her action or omission was in the best interest of the Town. Failure to meet performance standards or objectives, by itself, may constitute "Cause."
- B. **Termination for Misconduct:** If Employee's employment is terminated for Misconduct as defined in Subsection 3.2.A, the Town shall only pay to Employee the amounts due under Subsection 2.5.

SECTION 4. TERMINATION BY EMPLOYEE (RESIGNATION)

In the event that Employee voluntarily resigns her position during the term of this Agreement, Employee shall give the Town at least sixty (60) days written notice of the effective date of such resignation ("Resignation Date"), unless the Town Commission and Employee mutually agree to a shorter notice period. If Employee does not provide timely notice (provided a shorter notice period has not been agreed to), she shall be considered to have resigned not in good standing, and consequently will forfeit payment of accumulated leave. Employee shall not be entitled to receive Severance Payment pursuant to Subsection 3.1. Employee shall only be entitled to the payments described in Subsection 2.5. The Town Commission and Employee may negotiate other provisions upon resignation, in the event that the Town Commission determines such provisions to be in the best interests of the Town.

SECTION 5. COMPENSATION AND RESIDENCE

- 5.1 **Salary:** Effective January 23, 2024, the salary of Employee shall be \$221,293.78 (Two hundred twenty-one thousand two hundred ninety-three dollars and seventy-eight cents) ("Current Salary"), which shall be payable in installments at the same time and manner as other Town employees are paid. Employee's Current Salary as adjusted pursuant to Section 6.3 of this Agreement shall be referred to as the "Adjusted

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Salary.” References to “Salary” herein shall be construed to refer to the Current Salary until the Salary may be adjusted pursuant to Section 6.3, after which it shall be construed to refer to the Adjusted Salary.

5.2 **Automobile Payment:** The Town shall provide Employee with an automobile allowance of \$600 per month.

5.3 **Holidays:** Employee shall receive the holidays established by the Town for all employees. In the event Employee deems it necessary or advisable to work on a holiday, that paid day off may be taken on some other regular workday.

5.4 **Leave**

A. **Vacation Leave:** The vacation leave benefit provided the Employee shall be as described in the Town’s Personnel Policies Manual, except that Employee shall accrue vacation at the rate of 6.1587 hours in each two-week pay period (equivalent to twenty (20) days a year) until October 2026 (her five (5) year anniversary). Effective November 1, 2026, Employee shall thereafter accrue vacation at the rate of 7.6923 hours in each two-week pay period (equivalent to twenty (25) days a year).

B. **Sick Leave:** The sick leave benefit provided the Employee shall be as described in the Town’s Personnel Policies Manual, except that Employee shall paid out all earned and unused sick time upon separation.

C. **Other Leave:** The Employee shall have other leave to the same extent as is provided other employees as set forth in the Town’s Personnel Policies Manual.

5.5 **Benefits**

A. **Insurance Benefits:** Employee shall receive the same insurance coverage offered to all management employees. Town shall pay 100% of the cost of family coverage for health, vision, and dental insurance; and a \$200,000 life insurance policy for employee.

Upon Employee’s separation from the Town, Employee’s eligibility to continue to participate in any of the Town’s insurance benefits at her own expense shall be determined by the then-applicable state and federal laws and Town ordinances and resolutions. In accordance with Fla. Stat. Section 112.0801, in the same manner and cost as offered other retiring employees, Employee will be offered the option of continuing on the Town’s Insurance Benefits as a retiree if she is a recipient of Town Insurance Benefits on the date of her retirement.

If Employee elects not to participate in Town offered insurance, then 80% of the dollar amount of the employee premiums shall be paid into Employee Deferred Compensation Account or as additional amount of Salary, at the Employee’s option.

B. **Retirement Benefits:**

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- (1) Employee shall continue to be a member in the Florida Retirement System's Senior Management Service Class and the Town shall make the state-required employer contributions to the Florida Retirement System.
 - (2) Town shall execute all necessary documents for Employee's participation in the Town's Section 457 supplemental retirement plan. The Town further agrees to contribute \$576.92 bi-weekly (\$15,000 annual) towards Employee's Section 457 supplemental retirement plan for 2024, \$769.23 bi-weekly (\$20,000 annual) for 2025 and the established federal elective deferral limit under Internal Revenue Code 402(g), including catch-up contributions, for 2026 and thereafter.
- 5.6 **Reduction of Salary, Holidays, Leave or Benefits:** In the event the Town Commission at any time during the term of this Agreement reduces the Salary, Holidays, Leave or Benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Town, then the Employee may, at her option, be deemed to be terminated without cause at the date of such reduction. Such termination without cause shall be handled as provided in Section 3.1 of this Agreement.
- 5.7 **Notice/Approval for Temporary Absence from Town:** For a temporary absence from Town, which does not invoke Section 5.4 of the Town Charter, Employee shall ensure that Town matters are properly handled in her absence. Employee shall provide prior notice to the Town Commission if she anticipates being away from the Town for more than two (2) business days in a row. Employee shall not take more than ten (10) business days of Vacation Leave in a row without the prior approval of the Town Commission.
- 5.8 **Pay for Performance:** Any adjustment in Employee's Salary, Holidays, Leave, or Benefits based on the Town Commission's evaluation of Employee's performance shall be made pursuant to Section 6 of this Agreement.
- 5.9 **Residence Requirement:** Employee agrees to maintain a residence within 15 miles of the corporate boundaries of the Town during employment.

SECTION 6. PERFORMANCE EVALUATION

- 6.1 **Performance Goals:** Annually, the Town Commission and Employee will mutually agree on performance goals and objectives for the fiscal year and may mutually agree to revise those goals and objectives during the year. The goals and objectives shall be reasonably attainable within the time constraints set, and adequate operating budgets or capital appropriations shall be funded to enable its accomplishment.
- 6.2 **Performance Review:** The Town Commission shall conduct annual performance reviews of Employee, and endeavor to complete the process on or before the anniversary date of each year, based on: (i) the Town Manager's performance of

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the duties specified in Section 1.2; (ii) the Town Manager's achievements of the Town Council's policy directives; and (iii) the Town Manager's completion of appropriate professional development programs. Each Commissioner shall endeavor to meet with Employee one-on-one regarding the Performance Review. The process, at a minimum, shall include the opportunity for both parties to: (a) prepare a written evaluation, (b) meet and discuss the evaluation, and (c) present a written summary of the evaluation results. The Town Commission shall endeavor to complete and deliver to Employee the final written evaluation within thirty (30) days of the date of the evaluation meeting.

- 6.3 Pay for Performance, Cost of Living Adjustments and Other Compensation:** Based on the performance review, the Town Commission may increase the Salary, Holidays, Leave or Benefits granted under this Agreement, or may grant a high-performance reward to be paid in a lump sum amount. Any lump sum award for performance shall not be added to Employee's Salary but shall be considered wages for purposes of retirement. The amount of the pay for performance shall take into account the Town's fiscal condition and ability to pay at that point in time. In and after 2023, Employee shall also receive the same cost of living adjustments ("COLAs") provided by the Town to its regular full-time employees. Other adjustments to salary, up to five percent (5%), may also occur if Employee meets certain agreed upon performance goals and objectives.

SECTION 7. HOURS OF WORK; OTHER EMPLOYMENT

- 7.1 Full Time Employee:** Employee agrees to remain in the full-time employ of the Town and shall not accept any other full-time employment during the term of this Agreement. Employee further agrees to devote that amount of time and energy that is reasonably necessary for Employee to faithfully perform her duties under this Agreement.
- 7.2 Outside Opportunities:** Recognizing that certain outside teaching and consulting opportunities ("Outside Opportunities") may provide indirect benefits to the Town and to the community, the Employee may elect to accept limited Outside Opportunities with the understanding that such Outside Opportunities must not interfere with nor create a conflict of interest with her responsibilities under this Agreement. Employee shall provide a minimum of seven (7) days prior notice to the Town Commission before accepting such Outside Opportunities. If, however, the Town Commission determines, in its sole discretion, that Employee's performance may be compromised by her engagement in any proposed Outside Opportunity, or her continued engagement in an existing Outside Opportunity, the Town Commission may require that Employee decline to accept or withdraw from that Outside Opportunity. Employee shall not hold an ownership interest in any business located in the Town unless it is a publicly traded company.

SECTION 8. INDEMNIFICATION

- 8.1 Indemnification:** Unless otherwise required by Federal, State or local law, Town shall

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defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's performance of her duties as Town Manager or resulting from the reasonable exercise of judgment or discretion in connection with the performance of her Town duties or responsibilities, unless the act or omission involved willful or wanton conduct. Town's indemnification of Employee under this paragraph shall extend to any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorneys fees and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the course and scope of performance of her duties.

- 8.2 **Representation:** Employee may request, and the Town shall not unreasonably refuse to provide independent legal representation at Town's expense if there is a conflict of interest between Employee's interests and the Town's interests in a matter in which Employee is not a party. Legal representation provided by Town for Employee shall extend until a final determination of the legal action, including any appeals brought by either party. This paragraph shall not apply to litigation over this Agreement, which shall be handled pursuant to Subsection 11.5 of this Agreement.
- 8.3 **Settlement:** Any settlement of any claim must be made with prior approval of the Town Commission in order for indemnification, as provided in this Section, to be available. Employee recognizes that Town shall have the right to compromise such claims against it or against Employee in her official capacity, in its sole discretion.
- 8.4 **Litigation Support from Employee During and Following Employment with Town:** Town agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation in which the Employee is requested to be a witness on behalf of or advisor to the Town, is compelled to be a witness by an adverse or other party, or in which the Employee is a party in her capacity as an employee of the Town. The requirement to cover such expenses shall survive the expiration or termination of this Agreement as long as Employee's services continue to be requested or required in relation to such litigation, or as long as she is a named party to such litigation. Further, Town agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to the Town regarding litigation after her employment with the Town is concluded. Notwithstanding the foregoing, in any litigation in which the Employee takes a position adverse to the position of the Town, the Town shall not pay her costs or attorneys' fees, except where required to comply with Subsection 11.5 of this Agreement.

SECTION 9. PROFESSIONAL DEVELOPMENT

- 9.1 **Memberships:** Subject to budget constraints and state law, the Town agrees to pay the reasonable professional dues and subscriptions of Employee necessary for her continuation and participation as a member in national, regional, state and local professional associations and organizations that are commensurate to her role as Town Manager, necessary and desirable for her continued professional participation,

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growth and advancement, and for the good of the Town.

Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the Town Commission, which approval shall not be unreasonably withheld.

- 9.2 **Courses and Conferences:** Employee shall pursue training in the accepted competencies and practices of local public management. Subject to then-applicable Town policies regarding travel, budget constraints and state law, the Town Commission shall budget for and pay the registration, travel, lodging, meal and other related expenses of Employee for travel to at least one national professional conference to be held in the United States each year. Employee shall also pursue remote training opportunities, for which the Town Commission shall budget and pay for each year. The Town Commission may choose to budget and pay for Employee to attend additional conferences, seminars or courses.

SECTION 10. NOTICE

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

Town: Mayor and Members of the Town Commission
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

Employee: Linda Connors
On file with the Town Clerk

Town Attorney: Lauderdale-By-The-Sea Town Attorney
Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

SECTION 11. OTHER TERMS AND CONDITIONS

- 11.1 **Severability:** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- 11.2 **Waiver:** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- 11.3 **No Assignment or Transfer:** The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.
- 11.4 **Entire Agreement; Amendment:** This Agreement contains the entire agreement of

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the parties and is being adopted by Resolution as required by Town Charter. It may not be changed orally, but only by an amendment in writing signed by the parties hereto and executed with equal dignity.

- 11.5 **Governing Law; Attorneys Fees:** This Agreement shall be governed by Florida law, and any litigation which may arise from this Agreement shall be filed and litigated in Broward County, Florida. The non-prevailing party shall bear the fees and costs for such litigation over this Agreement.
- 11.6 **Bonding:** The Town shall bear the cost of any fidelity bond or other guarantee that may be required of Employee.
- 11.7 **Expenses:** The Town recognizes that certain expenses of a non-personal and job-related nature, such as the purchase of professional journals and reference materials, will necessarily be incurred by Employee as Town Manager, and agrees to reimburse or to pay said general expenses. In recognition of the Town Manager's purchasing authority, the Finance Director is authorized to disburse such monies, upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.
- 11.8 **Use of Vehicles:** Employee is authorized to use Town vehicles as needed during emergency conditions (hurricane, flooding, etc.). During normal conditions, Employee may use Town vehicles for routine inspections or other Town business.
- 11.9 The Town shall provide Employee with a cell phone, laptop, tablet or comparable electronic device for business use.

SECTION 12. ETHICAL COMMITMENTS

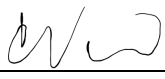
12.1 **ICMA Code of Ethics:** Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

12.2 **Role of Commission:** The Town Commission and each Commissioner shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics, the Broward County Code of Ethics or State ethics laws or to handle any matter of personnel on a basis other than fairness, impartiality and merit.

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

TOWN OF LAUDERDALE-BY-THE-SEA

By: 
Mayor Chris Vincent

Pursuant to Town Commission Approval of
Resolution 2024-04 on January 23, 2024.

EMPLOYEE

By: 
Linda Connors

Attest:


Town Clerk Katrina Adler

Approved as to Form and Legal Sufficiency:


Town Attorney Susan L. Trevarthen

Exhibit: 1. ICMA Code of Ethics

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.
2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.
6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2018.



RESOLUTION 2025-19

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REVISING THE TOWN COMMISSION MEETING AND AGENDA PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-19 “Minutes and Procedures of Meetings,” of the Code of Ordinances of the Town of Lauderdale-By-The-Sea, Florida, provides that the Town Commission shall establish procedures relative to Town Commission meetings and agendas; and

WHEREAS, the Town Commission adopted Resolution 2011-05 on March 22, 2011, amending and replacing Resolution 2010-21 which set forth such procedures, and adopted Resolution 2011-17 on June 28, 2011 further updating the procedures; and

WHEREAS, the Town Commission further updated and amended the procedures by adopting Resolution 2014-15, Resolution 2014-42, Resolution 2015-17, Resolution 2016-13, Resolution 2016-42, Resolution 2022-17, and Resolution 2024-25, all repealing all prior resolutions and adopting new Commission Meeting and Agenda Procedures; and

WHEREAS, the Town Commission seeks to further revise the Commission Meeting and Agenda Procedures as set forth herein; and

WHEREAS, these Town Commission Meeting and Agenda Procedures shall be administered and implemented with flexibility, to assure that the will of the majority is accomplished while the rights of the minority are protected, to the end of accomplishing Town business in an efficient, effective and respectful manner; and

WHEREAS, the adoption of these procedures is in the best interest of the Town of Lauderdale-By-The-Sea.

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

SECTION 1. Recitals. The foregoing “WHEREAS” clauses are true and correct and hereby ratified and confirmed by the Town Commission and incorporated herein.

SECTION 2. Procedures Adopted. The Town Commission Meeting and Agenda Procedures set forth in Resolution 2024-25 are hereby amended in part to read as follows:¹

A. TOWN COMMISSION MEETINGS

- i. **Regular Meetings.** Pursuant to Town Code Section 2-16, the Town Commission shall hold regular meetings each month at Jarvis Hall, and may decide not to have a regular meeting in a given month. Regular Commission meetings are held at 6:30 p.m. The Commission may cancel or reschedule regular Commission meetings as it determines to be necessary. A regular meeting may be recessed to a later date certain which is announced at the regular meeting. All meetings shall be open to the public, except as may be expressly exempted by state law, and shall include a section devoted to public comment prior to taking any official action pursuant to Section 286.0114, Florida Statutes. The Town Manager or his or her designee (hereinafter referred to as “the Town Manager”) shall attend regular meetings, shall prepare an agenda with appropriate backup, and shall assure that relevant staff persons are present for the items on the agenda. The Town Attorney or his or her designee (hereinafter referred to as “the Town Attorney”) shall attend regular meetings. The purpose of such meetings is to conduct the business of the Town. If an item results (or may result) in extensive discussion at a regular meeting, any Commissioner² may move that the item be continued to a roundtable for discussion or to a special meeting if action is contemplated.
- ii. **Roundtable Workshop Meetings.** The Town Commission shall meet as needed in a roundtable to be conducted as a public meeting and provide for a public comment period as described below in Sub-section F.ii. The Commission may schedule, cancel or reschedule roundtable meetings of the Commission as it determines to be necessary. A roundtable may be recessed to a later date certain which is announced at the roundtable. The Town Commission may discuss each item, defer the item to a later roundtable, or indicate that the item is ready to be placed on the agenda of a regular or special commission meeting for action. The Town Commission shall discuss the agenda items and provide feedback, but shall not take action at roundtables. The Town Manager shall attend the roundtable,

¹ Changes from Resolution 2024-25 are shown in ~~strike through~~ and underline font, to indicate deletions and additions respectively.

² All references to Commissioner herein shall be construed to also refer to the Mayor-Commissioner.

prepare an agenda with appropriate backup, and assure that relevant staff persons are present for the items on the agenda. The Town Attorney shall attend roundtables.

iii. **Special Meetings.**

- (a) Special meetings shall be handled as provided in Town Code Section 2-18.
- (b) With the written notice and following the procedures required in Section 2-18, the Commission may hold special meetings at any time on the call of the Mayor, the Manager, or any Commissioner, upon no less than 48 hours' notice to each Commissioner and the public. Alternatively, special meetings may be called on such shorter notice as any two (2) Commissioners shall deem necessary in case of an emergency affecting life, health, property or the public peace. Immediately upon convening such special meeting, the Town Commission shall consider any such determination of emergency, and may continue the meeting if an emergency is found to exist by at least three (3) Commissioners. Emergency special meetings shall always be scheduled with as much notice as is possible under the circumstances.
- (c) A majority of the Commissioners (three (3)) shall constitute a quorum to transact business, but a lesser number may meet and adjourn from time to time and, if necessary, may compel the attendance of absent Commissioners. Special Commission meetings are generally held at 6:30 p.m., but shall be scheduled to accommodate the schedule of all Town Commissioners as much as is feasible. The Town Manager shall attend the special meeting, shall prepare an agenda with appropriate backup, and shall assure that relevant staff persons are present for the items on the agenda. The Town Attorney shall attend special meetings. Only those matters listed on the agenda of the special meeting shall be discussed, and no additional items may be added at the special meeting.
- (d) Notice to the public shall be accomplished by posting at the Town Hall. Notices shall state the place, date and hour of the special meeting and the purpose for which such meeting is called and no further business shall be transacted at the meeting, except as stated in the notice. Discussions at a special meeting shall be limited to the items listed on the agenda for such meetings. All special meetings shall be open to the public, except as may be expressly exempted by state law.
- (e) A special meeting may be recessed to a later date certain which is announced at the special meeting.

iv. **Robert's Rules of Order.** For matters not addressed by this Resolution, all meetings of the Town Commission shall be governed by the rules of procedure

provided by Robert's Rules of Order. Unless objection thereto is made by a Commissioner, the Mayor may refrain from a too rigid enforcement of such rules, in order to expedite the transaction of business. The Mayor may make and second motions upon passing the gavel to the Vice-Mayor or, in the absence of the Vice-Mayor, to any Commissioner.

B. DUTIES AND RESPONSIBILITIES OF THE MAYOR

- i. **Mayor to Serve as Presiding Officer.** The Mayor shall be the presiding officer at all Town Commission meetings. The Vice Mayor shall act as the presiding officer during the absence of the Mayor. In the absence of both the Mayor and Vice Mayor, the remaining Commissioners shall, by majority vote, select a presiding officer (Mayor Pro Tem) to carry out the functions of Mayor for that meeting, as defined in this Resolution, in accordance with Town Charter Section 6.2.
- ii. **Mayor to Determine Questions of Order.** The Mayor may determine questions of order raised by the Commission or ask the Town Attorney to advise on such questions. The Town Attorney shall be the parliamentarian and shall decide appeals by the other Commissioners of the Mayor's ruling on a point of order. Such decisions shall be guided by the law that parliamentary procedure shall not be used to thwart the will of the majority of the Commission. A majority vote of the Town Commission, following a proper motion and a second appealing the Mayor's or Town Attorney's decision, will ultimately govern appeals of questions of order. The Mayor may consult with the Town Attorney for advice on any question of order at any time.
- iii. **Mayor's Conduct of the Meeting.** In accordance with Town Charter Section 5.2(1), the Mayor shall have a voice and a vote on all questions and items, and be called last in any roll call vote, but does not have veto power. The Mayor may make and second motions upon passing the gavel to the Vice-Mayor or, in the absence of the Vice-Mayor, to any Commissioner. The Mayor shall introduce agenda items by the agenda item and number. The Town Attorney shall read the titles of legislation as may be requested by the Mayor. Thereafter, the Mayor may call upon the Town Manager to give any needed explanation of the item up for consideration. Following this, the item shall be opened for Town Commission discussion or public hearing as required by the item, under the guidelines established herein. All comments or questions by the attending public shall be directed to the Mayor. All motions shall be read aloud before a vote is taken.
- iv. **Mayor to Maintain Decorum at Town Commission Meetings.** Should a member of the audience become unruly or behave in any improper manner prejudicial to the proper conduct of the meeting, the Mayor shall maintain order and decorum in accordance with Section 2-23 of the Code. All comments shall relate to Town business. The broadest possible accommodation shall be provided for statements of personal opinion, but no one shall engage in personal attacks. Proper titles shall be used at all times, to contribute to a respectful and business-like atmosphere. The

Mayor may interrupt to maintain order and decorum, but such interruption shall not reduce the speaker's time. The Mayor is given the right and the authority to require such person to leave Jarvis Hall, to be accompanied, if necessary, by a Police Officer, in accordance with Section 2-23. In the event the audience, or a part thereof, becomes unruly, the Mayor may either recess or adjourn the meeting. Persons violating Florida Statute Section 871.01 may be arrested by police officers present and noting the willful interruption or disturbance.

C. ORDER OF BUSINESS

The order of business of the Town Commission at the regular Commission meetings shall be as follows:

- (1) Call to Order/Invocation (See Resolution No. 2016-04)/Pledge of Allegiance
- (2) Additions, Deletions, Deferrals of Agenda Items
- (3) Special Presentations
- (4) Public Comments
- (5) Public Safety Discussion
- (6) Town Manager Report
- (7) Town Attorney Report
- (8) Approval of Minutes
- (9) Consent Agenda
- (10) Old Business
- (11) New Business
- (12) Commissioner Presentations
- (13) Commissioner Comments
- (14) Ordinances
- (15) Resolutions
- (16) Quasi-Judicial Public Hearings
- (17) Adjournment

Where any applicable law may require a different order or procedure for the Commission meeting, such as for meetings involving the budget, those laws shall be followed and the meeting procedures altered as may be appropriate.

Upon request by the Mayor or a Commissioner or the Town Manager, items on the agenda may be moved out of sequence to expedite the matters before the Town Commission, or ensure that items that related to each other are considered in context or for such other reasons as may be deemed appropriate by the Town Commission.

D. COMMISSION DISCUSSION

- i. **Discussion by Commissioner.** Discussion by Commissioners shall be limited to three minutes except as may otherwise be determined by a majority of the Town Commission. Each Commissioner shall be afforded the opportunity to offer

rebuttal on each item discussed, which shall also be limited to three minutes. These time limits will not be strictly enforced unless the Town Commission votes to do so. A Commissioner, once recognized by the Mayor, shall direct all comments or questions on the subject matter being discussed to the Mayor only. Commissioners shall not engage in cross conversation with other Commissioners or the public, and shall not engage in personal attacks. Commissioners shall not interrupt another Commissioner who has the floor, and shall be polite and respectful. Those who are disruptive shall receive at least one warning before being ejected in accordance with Code Section 2-23. The Town Manager may play a role in keeping the Town Commission discussion on topic and keeping the meeting moving forward. The Mayor shall not unreasonably withhold or delay recognition of any Commissioner desiring to speak. The Mayor shall recognize other Commissioners in rotation and not call on any Commissioner a second time or subsequent time until such time as all Commissioners shall have had an opportunity to speak.

- ii. **Questions by Commissioners.** In the event a Commissioner wishes to direct questions to another Commissioner or to the public, the questions shall be directed to the Mayor who, in turn, will recognize the Commissioner or member of the public who wishes to answer the specific questions. In the event a Commissioner wishes to direct a question to the Town Manager, the question shall be directed to the Town Manager through the Mayor, who will, in turn, recognize the Commissioner. All questions of Town staff shall be made through the Town Manager.

E. PUBLIC PARTICIPATION AND DISCUSSION

- i. **Public Hearings.** Individuals wishing to speak on matters that appear on the agenda as “Public Hearings” need only to be recognized by the Mayor. The public shall be permitted to speak after the Mayor opens an item for Public Hearing, for a maximum of three minutes each. After the Public Hearing is closed by the Mayor, only Commissioners or Town administration shall discuss the item.
- ii. **Addressing Commission: Manner and Time.** Public discussion at public hearings or at items which are opened to public discussion (other than the general Public Comment portion of the meeting) shall be limited to three minutes maximum per person. A person’s allotted speaking time may not be shared by multiple people. Speaking time allotted to one person may not be donated to another person. However, a group of people may ask the Mayor to allow them to combine and donate their time to a single speaker, who shall not speak for longer than the donated time, up to ten (10) minutes total or such other maximum time that the Mayor may establish. However, the Mayor may authorize the extension of this time frame, after due consideration for the substance, content, and relative importance of the subject. Each person who addresses the Commission shall approach the speaker’s podium, shall give his or her name and state whether he or she is a resident of the Town. No person other than the member of the public recognized by the Mayor as having the floor shall be permitted to enter into discussion without the permission

of the Mayor. No person shall approach the dais without first receiving permission from the Mayor. All questions from the public to the Commission shall be addressed through the Mayor, and shall be handled in the manner that the Mayor sees fit. The normal practice shall be for the Town Manager to designate a staff person to follow up on questions or requests, and to avoid conversation between the public speaker and the members of the Commission or the Town administration. Any answers that may be given shall not reduce the speaker's time. Speakers shall conduct themselves in a polite and respectful manner, and shall use proper titles when addressing Commissioners, the Mayor or other Town officials or staff by name. Persons who are disruptive shall receive at least one warning before being ejected in accordance with Code Section 2-23.

F. COMMISSION MEETING ITEMS

- i. **Special Presentations.** This section of the agenda is reserved for presentations, proclamations or items of special recognition. No vote or official action may be taken on a presentation unless an opportunity for public comment is first provided, in accordance with Section 286.0114 Florida Statutes.
- ii. **Public Comments.** Individuals wishing to speak on matters not on the agenda for a public hearing, but still pertinent to the Town, may do so by signing in with the Town Clerk prior to the meeting. Immediately prior to calling a meeting to order, the Mayor shall make an announcement regarding the signup procedure and provide a "last call" for speaker sign up. A statement shall be included in the agenda of each Commission meeting at which public comment is an item on the agenda, summarizing these procedures. The Mayor will recognize those persons who signed in under the agenda item "Public Comments," and may also recognize other persons who desire to speak. The time limit for each person to speak shall be three (3) minutes. The speaker is allowed uninterrupted time to present his or her point of view. A person's allotted speaking time may not be shared by multiple people. Speaking time allotted to one person may not be donated to another person. Persons may reserve their comments for one agenda item at the time that the item is being discussed, in lieu of using their public comment time, or they may address the agenda item during public comment, but no person shall have the opportunity to comment on an item both at public comment and at the time of the agenda item. The Town Manager shall follow up on public comments as appropriate, and shall inform the Town Commission of any such follow up.
- iii. **Public Safety Discussion.** The chiefs of the Town's police and fire-rescue service providers or their designees will attend each regular Commission meeting, and be available to answer questions from the Commission on their activities during this section of the agenda.
- iv. **Town Manager Report.** Pursuant to Charter Section 5.5(5), the Town Manager shall attend all meetings of the Commission and has the right to take part in the discussion, but not to vote. The Town Manager shall recommend for

adoption such measures as the Manager deems appropriate, necessary or expedient for the interests of the Town. This section of the agenda shall be utilized by the Town Manager for reports and additional items for Commission direction or action. The Town Manager may produce a written progress report for all major pending events in the Town, and an updated version may be provided as backup for the Town Manager Report at the second regular Commission meeting of each month. The Manager may show an item as complete when he or she deems it so, in a separate section at the bottom of the progress report. Upon approval of the report by the Town Commission, the completed item may be removed from the next progress report.

- v. **Town Attorney Report.** The Town Attorney shall make any report to the Commission at this point in the agenda. However, if the Town Attorney has substantial matters for the Commission to discuss or decide, they shall be presented as agenda items.
- vi. **Consent Agenda.** There shall be a consent agenda during each regular Town Commission meeting. The consent agenda shall contain motions, resolutions, and other matters which, in the opinion of the Town Manager, may be handled and implemented without necessity for discussion. Unless a Commissioner specifically requests that an item be removed from the consent agenda, such items shall be approved and adopted by a single motion and vote of the Commission.
- vii. **Old and New Business**
 - (a) **Administration Items.** The Town Manager will place items under these sections when Commission discussion and direction is sought. The item will be placed under New Business when the item has not been discussed previously, and under Old Business if it was previously discussed.
 - (b) **Commissioner Agenda Items.** Commissioners may submit a request for the preparation of policy, legislation or action by the Town Attorney or Town Manager. The item will be placed under New Business (or Old Business if it has been previously discussed). Except for informational reports, a signed written memorandum or form provided for such purposes should state the purpose of the item/action, the major points to be covered, the reasons for necessary action, whether visual aids such as maps, plans, photos or PowerPoint-style presentations may be appropriate, and the specific action or motion desired by the Commissioner. If the item can be resolved by the Town Manager without action of the Commission, the Manager shall be given the opportunity to do so. Once heard, the request shall not be acted upon until such request is approved by motion of the majority of the Town Commission. As much as possible, the topic of the report or item shall be provided to the Town Manager prior to the close of the agenda, so that the item may be noticed to the public.

- viii. **Commissioner Presentations.** This section of the agenda shall be utilized by the Mayor and Commissioners to provide informational reports. Each Commissioner and the Mayor shall have a maximum of three minutes for such reports. The Mayor may allow additional time for any Commissioner Presentations. A Commissioner is entitled to additional time, as necessary to report on specific Commissioner assignments, Town liaison activities or responsibilities (such as reporting on the activities of a County committee on which a Commissioner sits as a Town representative).
- ix. **Commissioner Comments.** This section of the agenda shall be utilized by the Mayor and Commissioner to provide general information or guidance. Each Commissioner and the Mayor shall have a maximum of three minutes for such reports. The order of speaking shall be determined at random.
- x. **Ordinances and Public Hearings.** Ordinances or other items requiring a public hearing shall be placed on this portion of the agenda.
- xi. **Resolutions.** Resolutions not included on the consent agenda may be placed under New or Old Business or on this portion of the agenda. The Mayor may allow public comments on Resolutions.
- xii. **Adjournment.** All meetings of the Town Commission, whether they be special or regular meetings, or roundtable workshops, shall be adjourned no later than 11:00 p.m. However, the Town Commission, by affirmative vote of four (4) Commissioners present at the meeting, may extend the meeting beyond the time limit. In any event, the motion to continue the meeting must provide for a specific time frame which the Town Commission will honor for the purposes of continuing the meeting. Such time frame may be further extended by another affirmative vote of four (4) Commissioners present at the meeting.

G. COMMISSION AGENDA PREPARATION

- i. **Agenda Closing Dates.** The Town Manager will endeavor to close the agenda for any regular, special or workshop meetings of the Town Commission no later than one week prior to the date of the meeting. No additional items shall be added to the agenda of the regular, special or workshop meeting after the agenda closing date unless it is necessary for a compelling reason. An additional item requiring Commission action may only be added to the agenda by majority vote of the Town Commission at a regular meeting. Alternatively, the item may be deferred to a date certain.
- ii. **Placement of Commissioner Items on Agenda.** All appropriate background material shall accompany the item on the form given for this purpose, and the action proposed to be taken shall be clearly stated. All information relating to items to be placed on the agenda shall be submitted by a Town Commissioner to the Town Clerk.

iii. Agenda Publication. A complete package of all agenda material shall be provided to the Town Commission by the Town Clerk on the ~~Friday~~ **Thursday** prior to the meeting, by posting the agenda material on the Town website. In the event that pertinent information relating to the agenda item is missing or unaccounted for prior to the meeting, the Town Commission may remove the item from the agenda at the meeting. Voluminous agenda items, such as the responses to requests for proposals or qualifications, shall be provided to the Town Commission by the Town Clerk no later than 5 p.m. on the ~~Thursday~~ **Wednesday** prior to the date of the regular meeting, to the extent feasible. Any PowerPoint-style presentations to be presented at a regular Commission meeting, shall be provided to the Commission by the Town Clerk at least 48 hours prior to the meeting time, to the extent feasible.

ivii. Preparation of Ordinances and Resolutions. All Ordinances shall show the name of each Commissioner and whether such Commissioner voted for, against or failed to vote. All Ordinances and Resolutions, once approved by the Town Commission, shall be executed by the Mayor and attested by the Town Clerk. The Town Attorney shall review and sign off as to the form of each ordinance and resolution.

iv. Sequence of Agenda Items. Upon request by the Mayor or a Commissioner, items on the agenda may be moved out of sequence in order to expedite the matters before the Town Commission, or assure that items that are related to each other are considered in context, or for such other reasons as may be deemed appropriate by the Town Commission.

vi. Backup for Agenda Items. The Town Manager shall provide suitable relevant backup and information on all items, including any information on past experience with bidders or responders on a purchasing item.

vii. Minutes. The Town Clerk shall have minutes ready for approval on the next available Commission meeting agenda if feasible, given the number and length of pending minutes and other workload considerations. Minutes shall record all actions taken by the Commission, and shall contain sufficient detail regarding decisions made, comments received, and discussion of the Commission.

H. OTHER PROCEDURES

i. **Town Charter.** Nothing herein shall conflict with procedures mandated by the Town Charter or Town Code.

ii. **Motion to Reconsider.** A motion to reconsider any question which has been determined by the Town Commission may be made only by a Commissioner who voted on the prevailing side and who, not later than the next regular or special meeting following that on which such question was so determined, requested that a motion to reconsider be placed on the next regular or special meeting agenda.

- iii. **Roll Call Vote.** If the Town's automatic voting system is not working, any Commissioner may demand the yeas and nays on any question submitted, or to be submitted, to voice vote and, when so demanded, the Town Clerk shall call the roll of Commissioners present and record the vote of each Commissioner, and the Mayor shall vote last.
- iv. **Tie Vote.** Tie votes automatically fail.
- v. **Action Agenda.** An action agenda shall be circulated by the Town Clerk within forty-eight hours of each Commission meeting if feasible, containing a brief description of action taken or discussion among the Commission on each agenda item.
- vi. **Order of Seating.** On the Commission dais (facing the audience), the Town Clerk shall be seated at the left end and the Town Manager shall be seated at the right end. The Mayor shall be seated in the center of the dais, with the Town Attorney seated to his or her left side.
- vii. **Waiver of the Procedures.** The intent of these procedures is to assure the smooth and efficient functioning of the Commission meeting, and to prioritize the completion of Town business. The procedures shall always be applied and interpreted to carry out the will of the majority of the Commission while giving due consideration to the rights of the minority. However, any Commissioner may propose to waive the strict application of the procedures in a particular circumstance. The procedure shall be waived upon a proper motion, second and approval of the waiver by a simple majority. A permanent change to the procedures shall be accomplished by adopting an amending Resolution.

I. QUASI-JUDICIAL PROCEEDINGS

Quasi-judicial proceedings shall be excepted from this Resolution and shall be governed by Town Code.

SECTION 3. Conflicts. All resolutions or parts of resolutions in conflict herewith, including Resolution 2010-21, Resolution 2011-05, Resolution 2011-17, Resolution 2014-15, Resolution 2014-42, Resolution 2015-17, Resolution 2016-13, Resolution 2016-42, Resolution 2022-17, and Resolution 2024-25 are hereby repealed to the extent of such conflict.

SECTION 4. Severability. The provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, this 11th day of March, 2025.



MAYOR EDMUND MALKOON

ATTEST:



Katrina Adler, Town Clerk

APPROVED AS TO FORM



Susan L. Trevarthen, Town Attorney

RESOLUTION NO. 2024-04

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN LINDA CONNORS AND THE TOWN ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the Town of Lauderdale-By-The-Sea (the “Town”) provides for a Town Manager to serve as the chief executive officer and the head of the administrative branch of the Town government; and

WHEREAS, Linda Connors has been serving as Town Manager in accordance with an Employment Agreement pursuant to Resolution 2021-64, which term ends October 26, 2024; and

WHEREAS, the Town Commission and Ms. Connors desire to extend the term of employment with Ms. Connors, and to amend and restate certain terms and conditions as set forth in the agreement attached hereto as Exhibit “A” (hereinafter the “Amended and Restated Employment Agreement”); and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve the Amended and Restated Employment Agreement with Ms. Connors.

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

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

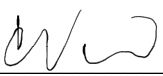
Section 2. Approval of Agreement. The Town Commission hereby approves the Amended and Restated Employment Agreement with Ms. Connors attached hereto as Exhibit “A.”

Section 3. Conflicts. All other Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED this 23rd day of January, 2024.



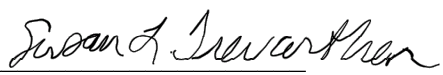
Mayor Chris Vincent

Attest:



Katrina Adler, Town Clerk

APPROVED AS TO FORM:



Susan L. Trevarthen, Town Attorney

Sec. 2-16. Meetings.

The Town Commission shall meet in regular session each month, and the meetings shall be known as "regular meetings" of the Commission. The Town Commission may decide not to hold a regular meeting in a given month. The Town Commission shall conduct special meetings as often as it may deem appropriate.

(Code 1962, § 2-1; Sp. Acts 1951, Ch. 27675, Pt. II, Art. 7, § 3; Ord. No. 2010-13, § 2, 9-14-2010)

State law reference(s)—Public meetings law, F.S. § 286.011; public records law, F.S. ch. 119; uniform procedure for adoption of ordinances and resolutions, F.S. § 166.041.

Sec. 2-17. Meeting to seat new members.

At the commencement of the first regular or special Town Commission meeting that is held at least two days after the release of certification of the election results for Town Commission by the Supervisor of Elections, the Town Commission shall meet at the usual place for holding meetings of the legislative body of the Town, at which time the newly elected Town Commissioner(s) shall assume the duties of his or her office.

(Sp. Acts 1951, Ch. 27675, Pt. II, Art. 7, §§ 1, 2; Charter Amendment, June 3, 1952; Ord. No. 2010-04, § 2, 7-27-2010; Ord. No. 2015-22, § 2, 12-8-2015)

Editor's note(s)—Formerly § 2-17(a), biennial organizational meeting, was derived from Char. § 33 and § 2-17(b), special meetings, was derived from Char. § 34 (see the editor's note to such charter sections). Ord. No. 296, § 2, adopted Aug. 30, 1988, amended Char. § 33 and § 3 of such ordinance repealed Char. § 34; hence, the amended provisions are set out herein as the current § 2-17. The editor has changed the charter reference in this section to conform to the current Town Charter.

Sec. 2-18. Special meetings.

The Mayor, any member of the Town Commission or the Town Manager may call special meetings of the Town Commission upon at least 24 hours' written notice to each member, the Town Manager, Town Clerk, Town Attorney and Chief of Police, served personally, left at their usual place of residence, or sent via email to their Town business email address. Alternatively, special meetings may be called on such shorter notice as any two Commissioners shall deem necessary in case of an emergency affecting life, health, property or the public peace. Immediately upon convening such special meeting, the Town Commission shall consider any such determination of emergency, and may continue the meeting if an emergency is found to exist by at least three Commissioners. Emergency special meetings shall always be scheduled with as much notice as is possible under the circumstances. The regularity or validity of any proceedings taken at any special meeting at which a majority of members of the Town Commission and the Town Clerk are present shall not be questioned because of any omission or irregularity in calling such special meeting.

(Sp. Acts 1951, Ch. 27675, Pt. II, Art. 7, § 4; Ord. No. 2010-02, § 2, 6-8-2010; Ord. No. 2022-04, § 2, 7-12-2022)

ARTICLE V. TOWN OFFICERS AND EMPLOYEES

Sec. 5.1. Vesting of administrative and executive powers.

The executive and administrative powers of the Town, not herein otherwise provided for, shall be vested in and exercised by the following officers:

- (1) Mayor-Commissioner;
- (2) Town Manager;
- (3) Town Attorney;

The Town Manager and Town Attorney shall be appointed by the Town Commission. The Town Commission may by ordinance create, change and abolish offices, department or agencies other than the offices, departments or agencies established by this Charter.

Sec. 5.2. Functions and duties of Mayor-Commissioner.

The Mayor-Commissioner or, in his/her absence or disqualification, the Vice Mayor or Mayor Pro Tem shall perform the following functions:

- (1) The Mayor-Commissioner shall preside at all meetings of the Town Commission and perform all duties consistent with his/her office, and shall have a voice and vote in the proceedings of the Town Commission, but no veto power. The Mayor-Commissioner shall vote last upon the roll call of Commissioners.
- (2) The Mayor-Commissioner shall use the title of Mayor in any case in which the execution of legal instruments, writings, or other papers so require; but this shall not be considered as conferring upon the Mayor-Commissioner any of the administrative or judicial functions of a Mayor under the general laws of the state, except as herein provided.
- (3) The Mayor-Commissioner shall be recognized as the official head of the Town by the courts for the purposes of serving civil processes; by the government in the exercise of military law; and by the public in general for all ceremonial purposes.
- (4) The Mayor-Commissioner may govern the Town by proclamation, under the direction of the Town Commission, during times of grave public danger or emergency, and the Town Commission shall be judge of what constitutes such public danger or emergency.
- (5) The Mayor-Commissioner shall exercise all the powers and duties of the Mayor-Commissioner as provided in the Charter, as well as all those powers and duties that may be conferred upon the Mayor-Commissioner by the Town Commission in pursuance of the provisions of this Charter.

Sec. 5.3. Town Manager—Appointment, qualifications and compensation.

The Town Commission shall appoint a Town Manager who shall be the administrative head of the municipal government under the direction and supervision of the Town Commission. The Town Manager shall hold office at the pleasure of the Town Commission. The Town Manager shall receive such compensation as determined by the Town Commission through the adoption of an appropriate resolution. The Town Manager shall be appointed by resolution approving an employment contract between the Town and the Town Manager. The Town Manager shall

be appointed solely on the basis of education and experience in the accepted competencies and practices of local public management including, a graduate degree with a concentration in public administration, public affairs, public policy, or public finance and two (2) years' experience as an appointed city manager or county manager, or four (4) years' experience as an assistant or deputy city manager or assistant or deputy county manager.

Alternatively, the Town Manager shall be appointed on the basis of education and experience in the accepted competencies and practices of local public management that is determined by the Town Commission to be commensurate to those listed in the prior sentence.

(Ord. No. 2013-13, § 2, 10-22-2013)

Sec. 5.4. Town Manager—Absence or disability; removal.

During the absence or disability of the Town Manager, the Town Commission may by resolution designate some properly qualified person to temporarily execute the functions of the Town Manager. The person thus designated shall have the same powers and duties as the Town Manager, and shall be known while so serving as "Acting Town Manager." The Town Manager or Acting Town Manager may be removed by the Town Commission at any time.

Sec. 5.5. Town Manager—Powers and duties.

The Town Manager shall be responsible to the Town Commission for the proper administration of all affairs of the Town coming under the Town Manager's jurisdiction, and the Town Manager's powers are and they shall be:

- (1) To see that the laws and ordinances of the Town are enforced.
- (2) To appoint or remove all subordinate officers and employees.
- (3) To exercise, control and direct supervision over all departments and divisions of the municipal government under the classified service, except where otherwise provided.
- (4) To see that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the Town Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.
- (5) To attend all meetings of the Town Commission, with right to take part in the discussions, but without having a vote.
- (6) To recommend to the Town Commission for adoption such measures as the Town Manager may deem necessary or expedient in the interest of the Town.
- (7) To keep the Town Commission fully advised as to the financial conditions and needs of the Town and at the proper time to submit to the Town Commission for its consideration an annual budget.
- (8) To advise and consult with all officers and official heads of the several departments of the Town relative to the affairs of such department, and to make recommendations to the Town Commission respecting such departments as the Town Manager may see fit.
- (9) To perform such other duties as may be prescribed under this Charter, or may be required of the Town Manager by motion, direction, ordinance or resolution of the Town Commission.
- (10) To prepare and submit to the Town Commission an annual financial audit of its accounts and records, completed no later than six (6) months after the end of its fiscal year by an independent certified public accountant retained by the Town Commission and paid from its public funds.
- (11) To sign all checks, warrants, bonds and agreements issued by the Town of Lauderdale-By-The-Sea.

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- (12) To assist the Town Commission to develop long-term goals for the Town and strategies to implement these goals.
 - (13) To encourage and provide staff support for regional and intergovernmental cooperation.
 - (14) To promote partnerships among the Town Commission, staff, and citizens in developing public policy and building a sense of community.