

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Wednesday, August 6, 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

Ken Rubach, Interim Town Manager
Susan Trevarthen, Town Attorney
Courtney Easley, Acting Town Clerk

Regular Town Commission

Wednesday, August 6, 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**

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

5. **PRESENTATIONS**

6. **PUBLIC COMMENTS**

7. **PUBLIC SAFETY DISCUSSION**

8. **TOWN MANAGER REPORT**

8.a. Town Manager Report

9. **TOWN ATTORNEY REPORT**

10. **APPROVAL OF MINUTES**

11. **CONSENT AGENDA**

11.a. Special Event Application: Fall Beach Baptism 10.04.25

11.b. Special Event Application: Seaside Players Sea Shorts October Performance

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 2025-32: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE GENERAL RELEASE AND WAIVER OF CLAIMS AGAINST THE TOWN ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR SEPARATION PAYOUT FOR LINDA CONNORS; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

18.b. RESOLUTION 2025-33: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPOINTING INTERIM TOWN MANAGER KEN RUBACH AS ACTING TOWN MANAGER AND SETTING HIS COMPENSATION;

APPOINTING ALTERNATE ACTING TOWN MANAGERS; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

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: 8.a.

Town Commission Agenda Item Report

Meeting Date: August 6, 2025

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

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation:

Commission Budget Meetings

Staff will be reaching out to schedule individual meetings with the Commission prior to our first budget hearing in September in order to review the current proposed budget as well as answer any questions.

Friedt Park Playground Update



We are fast approaching the opening of our new playground. The equipment as well as the new play surface has been installed. Staff is working to finalize some other cosmetic upgrades to the playground, and we expect to open it later this month with a ribbon-cutting ceremony taking place in September, with the date to be announced shortly.

Town Hall Closed in Observance of Labor Day

All Town offices will be closed Monday, September 1st in observance of Labor Day.

Upcoming Meeting Schedule

Code Compliance Hearing - Thursday, August 28th at 5:00pm

Planning and Zoning Board Meeting - Wednesday, September 3rd at 6:00pm

1st Budget Hearing - Wednesday, September 10th at 5:01pm

Regular Commission Meeting - Wednesday, September 10th at 6:30pm

Regular Commission Meeting (Fire Assessment Fees) - Friday, September 12th at 5:02pm

Recommendation: n/a

Exhibits: None



Agenda Item No: 11.a.

Town Commission Agenda Item Report

Meeting Date: August 6, 2025

Submitted By: Katie Anderson, Events & Marketing Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: CONSENT AGENDA

Subject Title: Special Event Application: Fall Beach Baptism 10.04.25

Explanation: Pastor Tim Gray with the Community Christian Church (the "Applicant") has submitted a Special Event Application (**Exhibit 1**) for their Fall Beach Baptism (the "Event") scheduled to take place on Saturday, October 4, 2025. This is a long-standing community event, with one occasion being held in the Spring, and another being held in the Fall season.

Saturday, October 4, 2025	
Start of Setup :	7:00 AM
Event Start :	9:00 AM
Event Ends:	10:30 AM
Cleanup Completed :	11:30 AM

The event is proposed to take place on the beach just East of El Prado Park and is anticipating approximately 50 participants, 20 spectators, and 20 volunteers.

The Application includes the following requests:

1. Event set up to include one (1) 10' x 10' canopy, one (1) 8' x 8' canopy, and four (4) 6' folding tables.
2. Placement of two (2) A-frame directional signs in and near El Prado Park during the times of the Event.
3. Camera Equipment will be utilized to film the baptism.
4. A small amplified sound system is intended to be used during the baptism portion of the event.

The Applicant has paid the \$125 application fee.

Recommendation: Staff recommends approval of the Special Event Application with the

conditions outlined in the Event Permit **(Exhibit 2)**.

Exhibits:

1. SEA Fall Beach Baptism 10.04.25
2. LBTS Permit_FallBeachBaptism_10.04.25



SPECIAL EVENT APPLICATION

We are thrilled you are interested in hosting your event with the
Town of Lauderdale-By-The-Sea!

PRIVATE EVENT	SPECIAL EVENT
Application due at least 30 days prior to event date	Application due at least 60 days prior to event date
Event anticipates 25 guests or more	Any event being advertised to the general public.
NOT being advertised to the general public	

Late application fees will apply if submitted within the designated submission window.

Special Event Applications must go before the Commission for final approval. You will be notified when your application has been approved by staff and has been assigned to a commission meeting agenda. While not mandatory, attendance at your designated meeting is recommended.

This application can be found on our website at www.lbts-fl.gov/town/docs.htm. We ask that you please complete the application and return to events@lbts-fl.gov.

An application is considered complete when:

- All applicable sections of the application are completed.
- Detailed site map is included.
- Application fee of \$125* has been paid (*or late fee if applicable).

→ mailed 7/25/25

If the applicant is seeking sponsorship / co-sponsorship from the Town of Lauderdale-By-The-Sea, a Statement of Benefit is required by Town Code and shall be included with your application.

Please keep in mind – Turtle Nesting Season runs March 1st through October 31st. If any activities are to take place on the sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked turtle nests, or any areas that appear to be a new nest. All activity is to stay away from active nests. No holes are to be dug in the sand west of the high tide line.

For any questions, please reach out to the Events & Marketing Manager.

We look forward to assisting you!

Katie Anderson
Events & Marketing Manager
katiea@lbts-fl.gov • 954-640-4209



SPECIAL EVENT APPLICATION

EVENT DETAILS

Name of Event: Community Christian Church - Beach Baptism

New Event: _____ Returning Event: Yes

Day(s) + Date(s) of Event: Saturday, October 4, 2025

Proposed Location of Event: 4500 El Mar Drive, Lauderdale-By-The-Sea

How many total people do you anticipate onsite at any peak time?

Participants: 50 Spectators: 20 Volunteers: 20

ACTIVITY	DAY	TIME
Start of Setup:	Saturday, October 4, 2025	7:00 AM
Start Time of Event:	Saturday, October 4, 2025	9:00 AM
EVENT	Beach Baptism	9:00 AM
End Time of Event:	Saturday, October 4, 2025	10:30 AM
Cleanup Completed By:	Saturday, October 4, 2025	11:30 AM

HOST OR SPONSORING ORGANIZATION

Name: Tim Gray - Community Christian Church

Address: 10001 West Commercial Blvd, Tamarac, FL. 33351

Is applicant a non-profit organization (501 (c) (3)? Yes YES _____ NO

PERSON SUBMITTING APPLICATION ("Responsible Party")

Name: Donna James (for Tim Gray)

Address: 10001 West Commercial Blvd, Tamarac, FL. 33351

Phone: 904-449-0981 Email: tgray@communitycc.com

ON-SITE EVENT REPRESENTATIVE

☒ Same as above

Name: _____

Address: _____

Phone: _____ Email: _____

REQUEST FOR TOWN INVOLVEMENT

Are you requesting Town be involved with this event in any way? _____ YES ☒ NO

If yes, please describe: _____

SOUND SYSTEMS

The event sound systems shall be operated so as not to violate the Town's code, including and especially Section 13-6, Noise Limitation. Violations of the Town's noise ordinance are grounds for immediate termination of the source of the noise and potentially the event.

Do you plan to use amplified sound?

☒ Proposed amplified sound / speaker system

☐ Proposed live music

☐ Planned recorded music

☐ Do you require electrical connections for any of the above?

If yes, which? _____

TENTS, CANOPIES, STAGES, BLEACHERS

Tents are generally defined as temporary structures having two or more sidewalls or drops.

A canopy is a tent without sides.

All tents or canopies larger than 120 sq. feet, multiple canopies without separation, and stages require a building permit. The use of tents or larger canopies requires approval of the Fire Marshal and are required to have building permits obtained via the LBTS building department prior to the event.

Manufacturer's labels are required to be attached to tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with the application.

Stages and bleachers shall include product approvals that are supplied by the manufacturer.

Indicate if any of the following will be assembled at the event and include locations on your site map. Please list sizes and numbers of each:

Tents: 0

Canopies: 2

Stages: 0

Bleachers: 0

Size & Load Max: _____

UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshal prior to application submission to the Town Commission. Depending on location of the event, electric and/or water may be available from the Town for a fee.

All electrical requests shall meet the requirements of the Florida Building Code with final approval from the Town's Building Official at least 30 days prior to the event.

Will any electrical equipment be installed in conjunction with the Special Event (i.e. lighting, outlets for cooking, etc.)?

_____ YES ☒ NO

If the event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as vendor name providing the equipment.

_____ Electrical Power: _____

_____ Water: _____

_____ Gas, Propane, BBQ Grills, Generators: _____

_____ Fuel Storage: _____

SIGNAGE

All signage should be included in the application. Information about signage shall include location, colors, size, and number of signs. Indicate signs to be placed in any right of way that directs traffic to the event. Signage is subject to approval and shall not be installed without permission.

Are you requesting permission to erect signage for this event?

_____ YES ☒ NO

If yes, please describe: _____

RESTROOMS

Permit holder is required to obtain written approval from Town establishment if said establishment is allowing participants to use their restroom facilities.

Number of additional Town restrooms being provided: _____

(Please include on site plan)

TRAFFIC CONTROL / STREET CLOSURES

Street closures may be required at the Permit Holder's expense.

Are you requesting that any public streets be closed for the event?

_____ YES ☒ NO

If yes, please indicate the streets and times the closure is being requested:

Are you requesting the reservation of any Town parking spaces for the event?

_____ YES ☒ NO

If yes, please indicate which and how many spaces are being requested:

All parking fees are to be paid at least 30 days prior to the event.

VEHICLES

Are you requesting permission to drive or park on Town grounds?

_____ YES ☒ _____ NO

If yes, please indicate the type(s) of vehicles, locations, and times that are being requested:

Permit Holder shall be responsible for any damage to Town property.

OFF DUTY POLICE / CODE COMPLIANCE OFFICERS

Off duty police are required, at the Permit Holder's expense, for street closures, events with alcohol or large crowds, as determined by the Broward Sheriff's Office. Large events may require a Code Compliance officer to ensure compliance with Town's codes.

Do you anticipate needing off duty police officers for your event?

_____ YES ☒ _____ NO

Do you anticipate needing code compliance officers for your event?

_____ YES ☒ _____ NO

ALCOHOL

State license is required to be submitted to the Town at least 30 day prior to the event.

Are you planning on selling alcoholic beverages at the event?

Please note beverage stations on site map.

_____ YES ☒ _____ NO

If yes, has a liquor permit been obtained by the State of Florida?

_____ YES _____ NO

Contact information for all license holders who will be providing alcohol:

FEES

Are there any fees or donations that will be collected on site from participants or spectators?

_____ YES X _____ NO

If yes, please describe: _____

CONCESSIONS

Are you planning to have any kind of concessions? _____ YES X _____ NO

If yes, has the Florida Health Department approved the food vending site plans?

_____ YES _____ NO

Is the food provided by a nonprofit organization? _____ YES _____ NO

Is the food: _____ Free of charge? _____ For sale?

Do all food vendors have a temporary food service permit? _____ YES _____ NO

Please list the type(s) of food that will be served: _____

Are you requesting any of the following types of cooking equipment to be used on site?

- | | | |
|--|--|---------------------------------------|
| ☐ Charcoal Grills | ☐ Fryers | ☐ Open Fires |
| ☐ Propane Grills | ☐ Smokers | ☐ Hoods |
| ☐ Concession Trailers | ☐ Warmers | ☐ LP Tanks |
| ☐ Sterno | ☐ Refrigerators | ☐ Other: _____ |

SALE OF MERCHANDISE

Are you requesting approval to offer other items for sale at the event?

_____ YES X _____ NO

If yes, please describe: _____

ANIMALS

Any exhibition or similar undertaking in which animals are required to participate in performance for the amusement or entertainment of an audience is subject to Town Commission approval.

Are animals included in your event? _____ YES ☒ NO

If yes, please describe: _____

FIREWORKS

Fireworks require a separate approval process and application.

Are you requesting approval to discharge fireworks at the event?

_____ YES ☒ NO

RIDES

Rides or other amusement may require a State of Florida inspection. Copies of contracts with any providers of rides, mechanical devices, and amusements shall be submitted to the Town at least 30 days prior to the event.

Are rides included in your event? _____ YES ☒ NO
(i.e. mechanical, electrical, inflatable, bounce houses, slides, etc.)

If yes, please describe: _____

VENDORS

A list of all vendors with the company name is required for initial approval and a final list is required at least 30 days prior to event and subject to approval (please add on a separate page).

FIRE WATCH / EMS ONSITE

If required by the Fire Marshal, the applicant shall provide a fire watch and / or an EMS Crew during the event. Large events or those using combustible materials shall require qualified stand-by personnel and the appropriate equipment, the cost of which is at the responsibility of the Permit Holder.

I understand that Fire Watch or EMS Services may be required at the Event's expense

Initial: TG

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds, and other marine life. To help reduce the threats caused by balloons, I agree that there will be no balloons at this event and that I have been informed that the release of balloons is illegal under Florida Statute 379.233. Failure to abide by this requirement will result in the cancellation of the current event and denial of future special event permits.

I agree no balloons will be released.

Initial: **TG**_____

INSURANCE

Insurance requirements differ depending on the type of event and if alcohol is served.

For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days' written notice required for cancellation.

Certificate of Liability Insurance naming the Town as additional insured is required from all Event businesses, promoters, and other related event planners.

An approved form of a Certificate of Liability Insurance may be required with your Application for approval by the Town Commission and / or shall be provided to the Town at least 30 days prior to the event date.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keyes Coverage Insurance 5900 Hiatus Road Tamarac FL 33321	CONTACT NAME: Kim Bromaghim PHONE (A/C, No, Ext): 954-724-7000 E-MAIL ADDRESS: kbromaghim@keyescoverage.com FAX (A/C, No): 954-724-7024
INSURED Community Christian Church of Fort Lauderdale, Inc 10001 W Commercial Blvd Tamarac FL 33351	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: Philadelphia Indemnity Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 18058

COVERAGES**CERTIFICATE NUMBER:** 1970518085**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2622788-003	10/30/2024	10/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			PHPK2622788-003	10/30/2024	10/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☐ OCCUR ☐ CLAIMS-MADE			PHUB888870-003	10/30/2024	10/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Beach Baptism on October 4, 2025

Town of Lauderdale-By-The-Sea hereby listed as Additional Insured per written contract.

CERTIFICATE HOLDER**CANCELLATION** 30 days cancellation- 10 for non-pay

Lauderdale-By-The-Sea 4501 N. Ocean Drive Suite 101 Lauderdale-By-The-Sea FL 33308	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DETAILED SITE PLAN.

→ Attached
A detailed map of the event site identifying locations of each of the items mentioned in the above application must be drawn or attached here with your application submission.

El Prado Park Site Map



PERMISSION OF THE PROPERTY OWNER

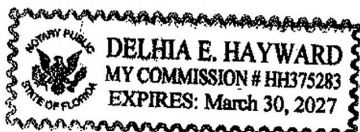
Applicant's and Property Owners Certification

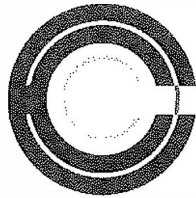
An event held on property that is not owned by the applicant requires the permission of the property owner, which is granted by having the property owner sign this special event application.

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances, or statutes.

Additions and/or revisions to this application must be submitted in writing.

Applicant	Property Owner
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.	I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.
Applicant's Signature (required): 	Property Owner's Signature (required): _____
Date: 7/24/25	Date: _____
Applicant (Print information below) Name: Tim Gray Title: Pastor to Adults Organization: Community Christian Church Telephone: 954-724-7400 ext 211 Email: tgray@communitycc.com	Property Owner (Print information below) Name: _____ Title: _____ Organization: _____ Telephone: _____ Email: _____
STATE OF FLORIDA: COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>Tim Gray</u> who is personally known to me / provided _____ as identification and who did / did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me / provided _____ as identification and who did / did not take an oath.
My Commission Expires:  Notary Public, State of Florida	My Commission Expires: _____ Notary Public, State of Florida





Community
CHRISTIAN CHURCH

September 4, 2025

Via U.S. Mail

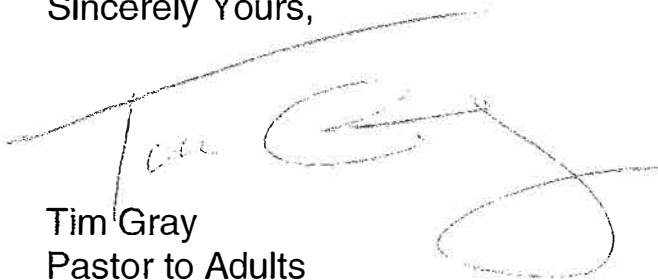
Villas By The Sea Condominium Association, Inc.
4445 El Mar Dr.
Lauderdale-By-The-Sea, FL 33308

To Whom It May Concern:

Per our LBTS Park Permit, we have been asked to advise you that Community Christian Church will be holding a water baptism event on the beach just east of El Prado Park on Saturday, October 4, 2025. We will begin setting up at 7:00 AM, followed by water baptisms in the ocean from 8:30 to 10:30 AM and will be all cleared out by 11:00 AM. We will leave no trace of our presence removing all trash as we go.

Should you have any questions, please feel free to contact me. Thank you for your understanding and cooperation.

Sincerely Yours,



Tim Gray
Pastor to Adults
Community Christian Church
tgray@communitycc.com
954-724-7400 ext. 211

APPLICANT'S CERTIFICATION

By signing this event application, the petitioner agrees to all terms, conditions, and indemnifications in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances, or statutes.

Additions and / or revisions to this application shall be submitted in writing.

I understand the Town's requirements for park use and the information provided in this application is complete to the best of my knowledge.


Applicant's Signature

7/24/25
Date

Tim GRAY
Applicant's Printed Name

954-724-7400
Telephone

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 24 2019**

COMMUNITY CHRISTIAN CHURCH OF FORT
LAUDERDALE INC
C/O BRIAN BECKNER
10001 W COMMERCIAL BLVD
TAMARAC, FL 33351

Employer Identification Number:
59-1629256
DLN:
17053158321039
Contact Person:
JULIE CHEN ID# 31261
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(i)
Form 990/990-EZ/990-N Required:
No
Effective Date of Exemption:
September 8, 1967
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

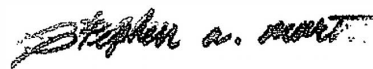
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

COMMUNITY CHRISTIAN CHURCH OF FORT

Sincerely,

A handwritten signature in cursive script, appearing to read "Stephen A. Mott".

Director, Exempt Organizations
Rulings and Agreements

Letter 947



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	The Community Christian Church	REPRESENTATIVE:	Pastor Tim Gray
STREET ADDRESS:	10001 W Commercial Boulevard	CITY, STATE, ZIP:	Tamarac, FL 33351
PHONE NUMBER (S):	(954) 724-7400 x 211	EMAIL:	tgray@communitycc.com

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Ceremony	DATE(S) OF EVENT:	Saturday, October 4, 2025
HOUR(S) OF EVENT:	7:00 AM – 11:00 AM	ADDRESS / LOCATION OF EVENT:	4500 El Mar Drive, Lauderdale-By-The-Sea, FL 33308

DESCRIPTION OF EVENT (Temporary Structures, Signage, Banners, Balloon, Etc. – Location, Colors, Size and Number)

Fall beach baptism ceremony. Approximately 50 participants are expected.

SATURDAY, OCTOBER 4, 2025	
Start of Set Up:	7:00 AM
Start Time of Event:	9:00 AM
End Time of Event:	10:30 AM
Start of Cleanup:	10:30 AM
Cleanup Completed By:	11:00 AM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on August 6, 2025 with the following conditions:

1. Applicant has paid the \$125 application fee.
2. Marine Turtle Protection: If any of the activities take place on the beach sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked sea turtle nests, or any areas that appear to be a new nest. All proposed event activities will stay clear of all active nests. No activities adjacent to a nest that might directly or indirectly disturb the area within the staked circle. No holes are to be dug in the sand west of the high tide line.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

3. Road Closures, Lane Closures, and Parking Spaces:
 - a. The Event may unload along El Mar Drive between 7:00 a.m. and 8:30 a.m. and load from 10:30 a.m. to 11:00 a.m.
 - b. Parking will operate according to normal parking regulations.
4. Setup:
 - a. One 10' x 10' canopy, as well as one 8' x 8' canopy are planned to be utilized for the event.
 - b. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - c. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - d. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
5. Broward Sherriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
6. Signage
 - a. On the morning of the Event, the Permit Holder may place two (2) A-frame directional signs in and / or near El Prado Park. The location of the signage is subject to the approval of Town Staff and BSO.
7. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
 - a. A small, amplified sound system is permitted for use during the Event.
8. The Permit Holder shall provide the notice and distribution map to the Town for review by September 1, 2025. Once approved by the Town Manager, this notice will be distributed by the Permit Holder to any impacted properties in the area no later than September 20, 2025.
9. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 9:00 a.m. the day of the Event.
10. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

11. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.
12. Insurance:
 - a. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of:
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury; and
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice for cancellation
 - b. No required policy shall have a deductible or self-insurance retention greater than \$15,000
 - c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT will be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Interim Town Manager or designee.
13. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the Event and will be held responsible for compliance with the Town Code as if the Subcontractor for the Event.
14. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
15. The Event shall owe no monies to the Town at the time of the event or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or past property owners or operators of the Event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the Event.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

16. The Town Manager may suspend permission for this event or require changes in the site plan due to conflicting activities, failure of the Event to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
17. The Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events if deemed necessary by the Town or upon the EVENT proposing a valid reason.
18. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
19. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.
20. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each occurrence of a violation of these Conditions.



Insurance Provided.

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	DATE:
PASTOR TIM GRAY PRINTED NAME	

TOWN REPRESENTATIVE:
SIGNATURE: _____ DATE: _____ KATIE ANDERSON, EVENTS & MARKETING MANAGER PRINTED NAME & AFFILIATION TO EVENT

TOWN REPRESENTATIVE:	
SIGNATURE:	DATE:
COURTNEY EASLEY, ASSISTANT TO TOWN MANAGER PRINTED NAME & AFFILIATION TO EVENT	



Town Commission Agenda Item Report

Meeting Date: August 6, 2025

Submitted By: Katie Anderson, Events & Marketing Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: CONSENT AGENDA

Subject Title: Special Event Application: Seaside Players Sea Shorts October Performance

Explanation: Steve D' Oliveira (the "Applicant") has submitted a Special Event Application (**Exhibit 1**) on behalf of the Seaside Players to host their upcoming Sea Shorts performances of 'Artiface' (the "Event").

The Fall performances are scheduled over the first and second weekends of October 2025. The shows run Friday through Sunday each weekend in Jarvis Hall.

Based on previously held performances, the Applicant anticipates approximately 100 attendees per show. The cast includes 15 performers.

SEASIDE PLAYERS 'Artiface'	
SUNDAY, SEPTEMBER 28, 2025 [SETUP]	
10:00 AM - 3:00 PM	
FRIDAY, OCTOBER 3 - SUNDAY, OCTOBER 5 FRIDAY, OCTOBER 10 - SUNDAY, OCTOBER 12	
Friday Show:	7:00 PM
Saturday Shows:	2:00PM + 7:00PM
Cleanup Completed	4:00 PM

According to Resolution 2024-29 (**Exhibit 2**), a Lauderdale-By-The-Sea civic association, charity, community group, or non-profit organization is required to put down a \$100 rental deposit, but is not charged an application fee for the usage of Jarvis Hall. There is a limit of 16 rentals in a 12-month period. The Seaside Players is a non-profit based in Lauderdale-By-The-Sea, so no fee is owed.

The Seaside Players have a 501C3 status. This enables them to charge for tickets. Financing raised through the event will help fund their performance costs such as costumes, backdrops and costs to utilize trademarked plays. Tickets are being sold for each performance at the door at the price of \$20.00. All members of the Community Center will have the option to attend for free. All monies raised will go directly back to the Seaside Players.

The layout of Jarvis Hall will consist of a stage set against the dais, an elevated lighting booth in the back of the room, and seating in the hall for attendees. An aisle will separate the seating to allow for an exit egress. The Applicant is aware that the Fire Marshall has final approval of the site map. The Applicant will coordinate directly with the Fire Marshal to arrange a walk-through of the space once setup is complete.

Seaside Players has a sound system that will be utilized for the performances.

The Applicant is requesting the following as support from the Town:

- Use of Jarvis Hall's outdoor marquis street sign to promote the performances
- Waiver of the parking fees in the lots in front of, and behind, Town Hall during the times of the events, to provide free parking for those attending the shows.

Historically, the Town has complied with both requests.

Recommendation: Staff is recommending approval of the Special Event Application based on the conditions outlined in the event permit (**Exhibit 3**). The approval as written will include:

- Waiver of parking fees during the times of the Seaside Player performances;
- Use of the Town's marquis.

Exhibits:

1. Seaside Players Special Event Permit Application 2025 Artifice
2. Resolution 2024-29 Special Event Fees
3. LBTS Event Permit_Seaside Players_October2025

EXHIBIT 1



SPECIAL EVENT APPLICATION

EVENT DETAILS

Name of Event: Artifice, a 2-hour (comedy) play.

New Event: Yes **Returning Event:** _____

Day(s) + Date(s) of Event: Oct. 3, 4 & 5, 2025, and Oct. 10, 11 & 12.

Shows are Friday (1), Saturday (2) and Sunday (1).

Proposed Location of Event: Jarvis Hall

How many total people do you anticipate onsite at any peak time?

Participants: 15 **Spectators:** 100 **Volunteers:** _____

ACTIVITY	DAY	TIME
Start of Setup:	Sept. 28	10AM
Start Time of Event:	Oct. 3	7PM
EVENT	Artifice	
End Time of Event:	Oct. 12	6PM
Cleanup Completed By:		9PM

HOST OR SPONSORING ORGANIZATION

Name: Seaside Players, a Florida non-profit based in Lauderdale-By-The-Sea.

Address: 1800 S. Ocean Blvd., #1108, Lauderdale-By-The-Sea.

Is applicant a non-profit organization (501 (c) (3)? YES YES NO

PERSON SUBMITTING APPLICATION ("Responsible Party")

Name: Steve d'Oliveira

Address: 1831 NE 38th St., #406 Fort Lauderdale, FL 33308_____

Phone: 561-523-8198_____

Email: s_doliveira@yahoo.com_____

ON-SITE EVENT REPRESENTATIVE

☒ Same as above

Name: _____

Address: _____

Phone: _____

Email: _____

REQUEST FOR TOWN INVOLVEMENT

Are you requesting Town be involved with this event in any way?

☒ YES ☐ NO

If yes, please describe: Cone blocking front Town Hall lot. We also request

12 Town Hall parking passes for rehearsals from Aug. 10 to Oct. 12th.

SOUND SYSTEMS

The event sound systems shall be operated so as not to violate the Town's code, including and especially Section 13-6, Noise Limitation. Violations of the Town's noise ordinance are grounds for immediate termination of the source of the noise and potentially the event.

Do you plan to use amplified sound? Yes. We have our own mics & speakers.

☐ _____
☒ Proposed amplified sound / speaker system

☐ Proposed live music

☐ Planned recorded music

☐ Do you require electrical connections for any of the above?

If yes, which? _____

TENTS, CANOPIES, STAGES, BLEACHERS

Tents are generally defined as temporary structures having two or more sidewalls or drops.

A canopy is a tent without sides.

All tents or canopies larger than 120 sq. feet, multiple canopies without separation, and stages require a building permit. The use of tents or larger canopies requires approval of the Fire Marshal and are required to have building permits obtained via the LBTS building department prior to the event.

Manufacturer's labels are required to be attached to tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with the application.

Stages and bleachers shall include product approvals that are supplied by the manufacturer.

Indicate if any of the following will be assembled at the event and include locations on your site map. Please list sizes and numbers of each:

Tents: _____

Canopies: _____

Stages: ___X___

Bleachers: _____

Size & Load Max: _____

UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshal prior to application submission to the Town Commission. Depending on location of the event, electric and/or water may be available from the Town for a fee.

All electrical requests shall meet the requirements of the Florida Building Code with final approval from the Town's Building Official at least 30 days prior to the event.

Will any electrical equipment be installed in conjunction with the Special Event (i.e. lighting, outlets for cooking, etc.)?

_____ YES ___X___ NO

If the event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as vendor name providing the equipment.

_____ Electrical Power: _____

_____ Water: _____

_____ Gas, Propane, BBQ Grills, Generators: _____

_____ _____

_____ Fuel Storage: _____

SIGNAGE

All signage should be included in the application. Information about signage shall include location, colors, size, and number of signs. Indicate signs to be placed in any right of way that directs traffic to the event. Signage is subject to approval and shall not be installed without permission.

Are you requesting permission to erect signage for this event?

☒ YES ☐ NO

If yes, please describe: Use of Jarvis Hall outdoor letter sign.

RESTROOMS

Permit holder is required to obtain written approval from Town establishment if said establishment is allowing participants to use their restroom facilities.

Number of additional Town restrooms being provided: None
(Please include on site plan)

TRAFFIC CONTROL / STREET CLOSURES

Street closures may be required at the Permit Holder's expense.

Are you requesting that any public streets be closed for the event?

☐ YES ☒ NO

If yes, please indicate the streets and times the closure is being requested:

Are you requesting the reservation of any Town parking spaces for the event?

☐ YES ☒ NO

If yes, please indicate which and how many spaces are being requested:

All parking fees are to be paid at least 30 days prior to the event.

VEHICLES

Are you requesting permission to drive or park on Town grounds?

_____ YES ☒ NO

If yes, please indicate the type(s) of vehicles, locations, and times that are being requested:

Permit Holder shall be responsible for any damage to Town property.

OFF DUTY POLICE / CODE COMPLIANCE OFFICERS

Off duty police are required, at the Permit Holder's expense, for street closures, events with alcohol or large crowds, as determined by the Broward Sheriff's Office. Large events may require a Code Compliance officer to ensure compliance with Town's codes.

Do you anticipate needing off duty police officers for your event?

_____ YES ☒ NO

Do you anticipate needing code compliance officers for your event?

_____ YES ☒ NO

ALCOHOL

State license is required to be submitted to the Town at least 30 day prior to the event.

Are you planning on selling alcoholic beverages at the event?

Please note beverage stations on site map.

_____ YES ☒ NO

If yes, has a liquor permit been obtained by the State of Florida?

_____ YES _____ NO

Contact information for all license holders who will be providing alcohol:

FEES

Are there any fees or donations that will be collected on site from participants or spectators?

☒ YES ☐ NO

If yes, please describe: We plan to sell tickets for \$20. All members of the Community Center wishing to attend will get in free.

CONCESSIONS

Are you planning to have any kind of concessions? ☒ YES ☐ NO

If yes, has the Florida Health Department approved the food vending site plans?
NO

☐ YES ☐ NO

Is the food provided by a nonprofit organization? ☐ YES ☐ NO

Is the food: ☐ Free of charge? ☒ For sale?

Do all food vendors have a temporary food service permit? ☐ YES ☐ NO

Please list the type(s) of food that will be served: Bottled Water (\$1)

Are you requesting any of the following types of cookies equipment to be used on site? No

- | | | |
|--|--|---------------------------------------|
| ☐ Charcoal Grills | ☐ Fryers | ☐ Open Fires |
| ☐ Propane Grills | ☐ Smokers | ☐ Hoods |
| ☐ Concession Trailers | ☐ Warmers | ☐ LP Tanks |
| ☐ Sterno | ☐ Refrigerators | ☐ Other: _____ |

SALE OF MERCHANDISE

Are you requesting approval to offer other items for sale at the event?

☐ YES ☒ NO

If yes, please describe: _____

ANIMALS

Any exhibition or similar undertaking in which animals are required to participate in performance for the amusement or entertainment of an audience is subject to Town Commission approval.

Are animals included in your event? ☐ YES ☒ NO

If yes, please describe: _____

FIREWORKS

Fireworks require a separate approval process and application.

Are you requesting approval to discharge fireworks at the event?

☐ YES ☒ NO

RIDES

Rides or other amusement may require a State of Florida inspection. Copies of contracts with any providers of rides, mechanical devices, and amusements shall be submitted to the Town at least 30 days prior to the event.

Are rides included in your event? ☐ YES ☒ NO

(i.e. mechanical, electrical, inflatable, bounce houses, slides, etc.)

If yes, please describe: _____

VENDORS

A list of all vendors with the company name is required for initial approval and a final list is required at least 30 days prior to event and subject to approval (please add on a separate page).

FIRE WATCH / EMS ONSITE

If required by the Fire Marshal, the applicant shall provide a fire watch and / or an EMS Crew during the event. Large events or those using combustible materials shall require qualified stand-by personnel and the appropriate equipment, the cost of which is at the responsibility of the Permit Holder.

I understand that Fire Watch or EMS Services may be required at the Event's expense

Initial: _____sjd_____

NO BALLOONS RELEASED

When balloons are released over the ocean, they become a major source of pollution and significantly increase the mortality rate among sea turtles, birds, and other marine life. To help reduce the threats caused by balloons, I agree that there will be no balloons at this event and that I have been informed that the release of balloons is illegal under Florida Statute 379.233. Failure to abide by this requirement will result in the cancellation of the current event and denial of future special event permits.

I agree no balloons will be released.

Initial: _____sjd_____

INSURANCE

Insurance requirements differ depending on the type of event and if alcohol is served.

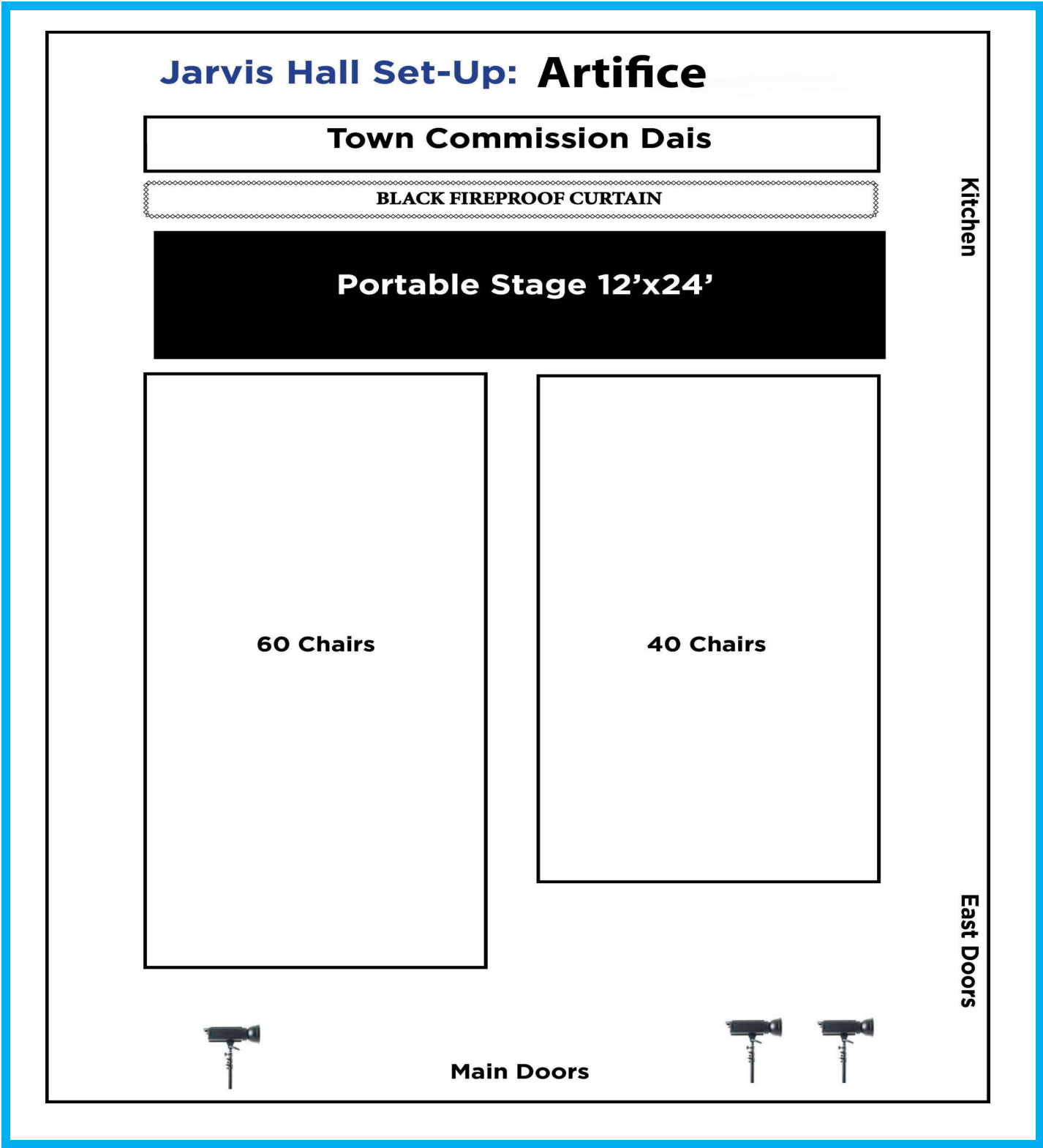
For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days' written notice required for cancellation.

Certificate of Liability Insurance naming the Town as additional insured is required from all Event businesses, promoters, and other related event planners.

An approved form of a Certificate of Liability Insurance may be required with your Application for approval by the Town Commission and / or shall be provided to the Town at least 30 days prior to the event date.

DETAILED SITE PLAN

A detailed map of the event site identifying locations of each of the items mentioned in the above application must be drawn or attached here with your application submission.



PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owners Certification

An event held on property that is not owned by the applicant requires the permission of the property owner, which is granted by having the property owner sign this special event application.

By signing this event application, the petitioner agrees to all terms, conditions, and indemnification in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances, or statutes.

Additions and/or revisions to this application must be submitted in writing.

<i>Applicant</i>	<i>Property Owner</i>
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge.	I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.
Applicant's Signature (required): _____	Property Owner's Signature (required): _____
Date: _____	Date: _____
Applicant (Print information below)	Property Owner (Print information below)
Name: _____	Name: _____
Title: _____	Title: _____
Organization: _____	Organization: _____
Telephone: _____	Telephone: _____
Email: _____	Email: _____
STATE OF FLORIDA:	STATE OF FLORIDA:
COUNTY OF BROWARD:	COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me / provided _____ as identification and who did / did not take an oath.	SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by _____ who is personally known to me / provided _____ as identification and who did / did not take an oath.
My Commission Expires: _____	My Commission Expires: _____
_____ Notary Public, State of Florida	_____ Notary Public, State of Florida

APPLICANT'S CERTIFICATION

By signing this event application, the petitioner agrees to all terms, conditions, and indemnifications in this application, and understands that this application or the approval of this event application by the Town Commission does not grant any permission to violate any laws, ordinances, or statutes.

Additions and / or revisions to this application shall be submitted in writing.

I understand the Town's requirements for park use and the information provided in this application is complete to the best of my knowledge.


Applicant's Signature

Date: 7-3-2025

Stephen d'Oliveira

Applicant's Printed Name

Telephone: 561-233-8198

RESOLUTION 2024-29

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AN UPDATED FEE SCHEDULE FOR SPECIAL EVENTS, AND OTHER USE OF PUBLIC PROPERTIES, BY AMENDING THE FEES RELATED TO SPECIAL EVENTS, PARK USES, AND STREET PERFORMERS; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 1 “General Provisions,” Section 1-13 “Fees,” of the Code of Ordinances provides that, except as otherwise provided by the Code or other applicable law, fees related to any process or approval established by the Code (including but not limited to service, application, permit, license and user fees) may be established, repealed, and amended by resolution of the Town Commission; and

WHEREAS, On September 24, 2012, the Town Commission adopted Resolution No. 2012-35, establishing fees for the Rental of Jarvis Hall; and

WHEREAS, On May 27, 2014, the Town Commission adopted Resolution 2014-18, adopting policies and fees governing the use of the Dunes Plaza, Ocean Plaza, and Beach Pavilion; and

WHEREAS, On September 23, 2014, the Town Commission adopted Resolution 2014-20 revising fees for the Rental of Jarvis Hall and adopting and combining fees for Parks and Special Events; and

WHEREAS, on September 23, 2014, the Town Commission adopted Resolution 2014-30, amending the Development Review Permit and License Fee Schedule to consolidate fees and include missing fees; and

28 **WHEREAS**, on February 10, 2015, the Town Commission adopted Resolution 2015-05,
29 which included fees related to Medical Marijuana Permits, Street Performers and Vending
30 pursuant to Ordinances 2014-15, 2015-01, and 2015-02, respectively; and

31 **WHEREAS**, Resolution 2015-05 also updated the Development Review Permit and
32 License Fee Schedule to establish additional fees for permits or reviews which require Town staff
33 and resources; and

34 **WHEREAS**, Resolution 2015-19 updated Development review fee schedule; and

35 **WHEREAS**, Resolution 2016-20 further updated the Development review fee
36 schedule; and

37 **WHEREAS**, Resolution 2016-35 moved the fee schedules from Development to
38 Administration for Special Events, Park Use Permits, Vending, Street Performing, and New Racks,
39 and included in the fee schedule the plazas and pavilion, while also updating when payment of
40 fees or monies are due to the Town; and

41 **WHEREAS**, Resolution 2017-06 updated Fee Schedule related to use of Jarvis Hall, and
42 adopt limitations on the frequency of the use of Jarvis Hall; and

43 **WHEREAS**, pursuant to Section 1-13 of the Lauderdale-By-The-Sea Code of Ordinances,
44 the Town Commission desires to further amend the Fee Schedule for Special Events and Other
45 Use of Public Properties by amending the fees related to Special Events, Park Uses, Street
46 Performers; and

47 **WHEREAS**, the Town Commission finds it to be in the best interest of the Town and its
48 citizens to adopt an updated Fee Schedule for Special Events and Other Use of Public Properties
49 that amends the fees related to Special Events, Park Uses, and Street Performers, and adopts the
50 fees as set forth in this Resolution.

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

53 **Section 1.** **Recitals.** Each “WHEREAS” clause set forth is true and correct and
54
55 incorporated herein by this reference.

56 **Section 2.** **Fees.** The Fee Schedule for Special Events and Other Use of Public
57
58 Properties, which includes the fees for the use of Jarvis Hall and the Plazas, is hereby amended as
59 follows ¹:

<u>Special Event, Park Use, and Street Performing Fee Schedule for Special Events and Other Use of Public Properties</u>		
The following is applicable to all <u>special events</u> and <u>other use of public properties</u> park use permits :		
1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail. 2. All fees, including any monies owed the Town must be paid before the event or park permit is issued. 3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced. 4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.		
	Type of Activity, Permit or License	Fee
1. Chapter 14.3 – Parks		
A Park Permit is required for groups of 25 people plus or when a specific area is reserved.		
A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required \$100 <u>125</u>
1.3	Single day event, 25 people + with or without reserved area.	\$100 <u>125</u>
1.4	Multi-day event	\$100 <u>125</u> Permit Fee plus an impact

¹ Text shown in underline reflects text or new or revised fees. Text shown in ~~strikethrough~~ reflects deleted text or fee amounts.

Special Event, Park Use, and Street Performing
Fee Schedule for Special Events and Other Use of Public
Properties

1.5	One day event (local or non-local user) that charges admission or registration or sell commercial products or services.	fee set by the Town Manager based on the activity, number of attendees, and impact on the facility
2. Chapter 14.5 - Street Performing		
2.1	Street performing annual permit fee	\$50
3. Chapter 17 - Special Events		
3.1	Special Event Application Fee See also use fees. See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds Application filed within 30 days of an event will not be accepted.	
	1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.)	-0- (Town Manager may authorize an application to be accepted within 30-days of the event)
	2. Submitted at least 60 days in advance of the proposed event date	<u>\$100</u> <u>125</u>
	3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	<u>\$250</u> <u>275</u> Plus costs, not to exceed \$1,500.
	4. A recurring event within a 6 month period	<u>\$500</u> <u>525</u>
	5. A recurring event within a 12 month period (for example, once a week or once a month).	\$800
	6. An event that has been advertised prior to Commission approval.	\$250 in additional to the application fee
	7. Semi-public business events that use private or public property with less than 50 people at any one time.	<u>\$50</u> <u>75</u> Event may be approved by the Town Manager
	8. Events (local and non-local user)that charges admission or registration or sell commercial products or services	Set by the Town Manager based on purpose, number of attendees, and impact on the facility
3.2	Special Event Application Fee for West Commercial Business District Commercial District events may be approved by the Town Manager if the event is consistent with the Commission's policy direction on special events and meets the following criteria:	

**Special Event, Park Use, and Street Performing
Fee Schedule for Special Events and Other Use of Public
Properties**

1. Less than 75 people at any time 2. 2. Located along Commercial Boulevard from Seagrape to West Tradewinds The \$2550 electrical use fee will be waived for usage of one 20-amp outlet at event Application filed within 30 days of an event will not be accepted.		
1. Submitted at least 60 days in advance of the proposed event date		\$2025
2. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.		\$5060 Plus costs, not to exceed \$1,500.
3. A recurring event within a 12 month period (for example, once a week or once a month).		\$15 per event day
4. An event that has been advertised prior to Commission approval.		\$250 in additional to the application fee
5. Events that charges admission or registration or sell commercial products or services		Set by the Town Manager based on purpose, number of attendees, and impact on the area.

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3.3	Special Event Use Fees for Road Closures and El Mar Median Lane Parking The following use fees are in addition to the Special Event Application Fee, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.		
	Event Conditions:	Road Closure	El Mar Median Lane Parking
	1. Private or public business events that use public property with less than 50 people at any one time.	N/A	N/A
	2. Less than 100 people	\$100 125 per day	N/A
	3. 101 - 200 people	\$200 225 per day	\$250 275
	4. More than 200 people	Set by Commission based on purpose, number of attendees, and impact	
	5. Events (local or non-local user) that charges admission or registration or sell commercial products or services	Set by Commission based on purpose, number of attendees, and impact.	

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4. Chapter 17 - Jarvis Hall

User	Deposit	Rental Fee	Rental Policy (1) (2)
4.1. LBTS Resident (household)	\$100	\$-0-	Limit of 4 rentals in a twelve month period.
4.2. LBTS civic association, charity, community group, or non-profit organization.	\$100	\$-0-	Limit of 16 rentals in a twelve month period, which normally will be one per month plus special events.
4.3. LBTS Business	\$100	\$-0-	Limit of 3 rentals in a twelve month period.
4.4. Governmental entity or agency	\$-0-	\$-0-	As approved by the Town Manager
4.5. Out-of-Town charitable or non-profit	\$-0-	\$100 per day	Limit of 3 rentals in a twelve month period.
4.6. Non-Resident	\$300	\$200 for up to 3 hours, then \$50 per hour	Limit of 3 rentals in a twelve month period.
4.7. Out-of-Town Business	\$300	\$300 for up to 3 hours, then \$50 per hour	Limit of 3 rentals in a twelve month period.
4.8. Additional Service such as special set-ups, opening and closing services outside of business hours, or staffing at event.	Prepaid or charged to deposit	Actual cost determined by the Town Manager.	
4.9 Events (local or non-local user) that charge admission or registration or sell commercial products or services.	TBD	Set by the Town Manager based on purpose, number of attendees, and impact on the facility.	
(1) Each rental or event is limited to 3 consecutive days, which includes move in and move out. Upon the Applicant demonstrating a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes, including but not limited to additional time for set-up and breakdown of events, that are consistent with the Town Code and the Town Commission’s policy direction on the use of Jarvis Hall.			
(2) A rental application denied by the Town Manager may be appealed to the Town Commission.			

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5. Use of the Dunes Plaza, Connie Hoffmann Plaza or Beach Pavilion Plaza

General philosophy: The Dunes Plaza, Connie Hoffmann Plaza and Beach Pavilion (“**The Plazas**”) are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They are available for events that are open to the general public or are of significant benefit to the Town. The Use Fees are set so the users bear the costs related to their events, rather than the Town subsidizing those events.

Generally, The Plazas will not be rented for events that are not open to the general public, although it is understood that there may be uses that require an admission fee or cost to the public.

The Town Commission may authorize the private use of one or more plaza by a user for an event that is deemed to be of significant benefit to the Town. (Example: a party hosted by the Town and the Convention & Visitors’ Bureau whose purpose is to showcase the Town to visiting travel agents or dignitaries).

Potential use on holidays.

- a. The Town Commission will decide in advance if they will make a plaza available for use by a Town commercial businesses or Town-based non-profit organizations on specific holidays.
- b. On those holidays the Commission designates, the Town will accept proposals for use six months in advance of the holiday and determine which proposals best fit the image and goals of the Town. After the Commission ranks the proposals in preferred order, staff will negotiate rental fees with the first ranked proposer and bring them back to the Commission for approval.
- c. The same business or non-profit organization may not rent the same space on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager will determine whether others are interested in the opportunity, based on whether she or he has received written notice of such interest from an eligible business or organization no later than seven months prior to the holiday.

Use on the same day as a special event. Rentals will not be considered on days or evenings of Special Events if the Town Manager determines that a conflict would occur.

Sales. There will be no sales during an event except for 1) food products provided to the attendees, 2) items sold at a charity event, or, 3) hand-made artisan products.

Cancellation: The Town Commission reserves the right to cancel the rental up to 90 days in advance.

The following use fees apply, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.

5.1	Advanced Advertising. An event that was advertised prior to receiving Commission approval	\$500 plus the application fee and use fee(s).
5.2	Plaza Event Application Fee (does not include Use Fee(s))	\$100 if filed at least 60 days in advance of the proposed event date. \$250 if submitted between 59 days and 30 days prior to the event AND any cost recovery fees for the costs for Town staff (including police and fire services) and any consultant time attributable to the processing of the application, not to exceed \$1,500.

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

The use fee is per plaza. If an organization wants to utilize more than one plaza for their event, they must pay for each space.

Use of the plazas as part of a larger special event are subject to the plaza use fees, in addition to the any other Special Event Use Fee, but may be waived or modified by the Town Commission upon a finding that the applicable event will provide a public benefit.

Application filed within 30 days of an event date will not be accepted.

A Deposit may be required and will be set by the Town Manager based on purpose, number of attendees, and impact on the facility.

5.3	LBTS businesses (limited to 4 rentals per year per business)	\$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	\$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental per organization per year)	\$425 per day per plaza

Section 3. **Conflict.** All resolutions or parts of resolutions in conflict herewith are hereby 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 shall in no way affect the validity of the other provisions of this Resolution.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon its passage. The increased fees set forth herein related to Special Events, Park Uses, and Street Performers shall apply to all new requests submitted after the passage and adoption of this Resolution.

PASSED AND ADOPTED this 27th day of August 2024.

Mayor Edmund Malkoon

Attest:

APPROVED AS TO FORM:

83
84 Town Clerk, Katrina Adler
85
86
87 (CORPORATE SEAL)

Susan L. Trevarthen, Town Attorney



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	Seaside Players	REPRESENTATIVE:	Steve D' Oliveira
STREET ADDRESS:	2190 NE 51 st Court, #102	CITY, STATE, ZIP:	Fort Lauderdale, FL 33308
PHONE NUMBER (S):	(561) 523-8198	EMAIL:	S_doliveira@yahoo.com

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Theatre Performance	DATE(S) OF EVENT:	1 st & 2 nd weekends of October 2025
HOUR(S) OF EVENT:	(see below)	ADDRESS / LOCATION OF EVENT:	Jarvis Hall (4505 N. Ocean Drive, LBTS, FL 33308)

DESCRIPTION OF EVENT:

Theatrical Performances of 'Artiface'

SEASIDE PLAYERS 'ARTIFACE'	
SUNDAY, SEPTEMBER 28, 2025	
Setup:	7:00 AM – 3:00 PM
FRIDAY, OCTOBER 3, SATURDAY, OCTOBER 4, SUNDAY, OCTOBER 5 FRIDAY, OCTOBER 10, SATURDAY, OCTOBER 11, SUNDAY, OCTOBER 12	
Friday Show:	7:00 PM
Saturday Shows:	2:00 PM + 7:00 PM
Sunday Show:	4:00 PM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on August 6, 2025 with the following conditions:

1. According to Resolution 2024-29, a Lauderdale-By-The-Sea civic association, community group, or non-profit organization is required to put down a \$100 rental deposit, but is not charged a fee to use Jarvis Hall. As a non-profit organization, the Seaside Players do not owe a rental fee.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

2. Road Closures, Lane Closures, and Parking Spaces:
 - a. Town will waive the parking fees in the lots in front of, and behind, Town Hall. This offers complimentary parking to those attending the performances. Town Staff will coordinate coning off of the parking lot, as well as placing event day signage designating the lots as event parking.
3. Setup:
 - a. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - b. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - c. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
4. Broward Sheriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
5. Signage
 - a. Seaside Players are permitted to use the Jarvis Hall street marquis to promote the Event. Marquis sign is to be set East of Jarvis Hall along A1A.
 - b. No signage relating to the event shall be affixed by any means to any outdoor Town structure or signpost without approval. Taping promotional materials to any outdoor structure is not permitted.
6. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
7. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 9:00 a.m. the day of the Event.
8. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
9. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

10. Insurance:

- a. At least thirty (30) days prior to the Event, the Permit Holder shall provide a Certificate of Liability written in comprehensive form naming the Town as additional insured in the amount of:
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury; and
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice for cancellation
- b. No required policy shall have a deductible or self-insurance retention greater than \$15,000
- c. All policies must be issued by companies authorized to do business in the State of Florida and rated A- or better per Best's Key Rating Guide, latest edition. The certification of insurance will provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT will be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Interim Town Manager or designee.

11. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements of set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the Event and will be held responsible for compliance with the Town Code as if the Subcontractor for the Event.

12. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.

13. The Event shall owe no monies to the Town at the time of the event or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or past property owners or operators of the Event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the Event.



TOWN OF LAUDERDALE-BY-THE-SEA SPECIAL EVENT PERMIT

14. The Town Manager may suspend permission for this event or require changes in the site plan due to conflicting activities, failure of the Event to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
15. The Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events if deemed necessary by the Town or upon the EVENT proposing a valid reason.
16. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
17. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.
18. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each occurrence of a violation of these Conditions.



All documents submitted.

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	DATE:
STEVE D' OLIVEIRA PRINTED NAME	

TOWN REPRESENTATIVE:	
SIGNATURE:	DATE:
KATIE ANDERSON, EVENTS & MARKETING MANAGER PRINTED NAME & AFFILIATION TO EVENT	

TOWN REPRESENTATIVE:	
SIGNATURE:	DATE:
 COURTNEY EASLEY, ASSISTANT TO TOWN MANAGER PRINTED NAME & AFFILIATION TO EVENT	



Town Commission Agenda Item Report

Meeting Date: August 6, 2025

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-32: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE GENERAL RELEASE AND WAIVER OF CLAIMS AGAINST THE TOWN ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR SEPARATION PAYOUT FOR LINDA CONNORS; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Explanation: Former Town Manager Linda Connors' final day of employment with the Town was July 29, 2025. Section 2.5 of Linda Connors' Employment Agreement (the "Agreement"), which was effective January 23, 2024 and terminated July 29, 2025, states:

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.

In accordance with the above, staff is providing the calculation of the final amount due to Linda Connors for the Town Commission's review and approval. As it relates to her regular pay for time worked, Linda Connors' last pay period was July 19, 2025 through July 29, 2025, so Linda Connors' is not owed any of her regular bi-weekly salary beyond July 29, 2025. Therefore, it is only the following compensation and benefit items that are being presented for review and approval.

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.

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.

Linda Connors was terminated without cause so she is entitled to all accrued vacation and sick leave as of July 29, 2025. As of July 29, 2025, the balance of Linda Connors' accrued vacation was 86.57 hours totaling \$9,565.93 and the total of accrued sick time was 440.49 totaling \$48,673.26.

SECTION 5. COMPENSATION AND RESIDENCE

5.2-Automobile Payment: The Town shall provide Employee with an automobile allowance of \$600 per month. This was paid in the last pay period ending July 29, 2025. No monies are owed.

5.5-Benefits

B. Retirement Benefits

(2) 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. This was paid in the last pay period ending July 29, 2025. No monies are owed.

As mentioned above, Linda Connors Agreement provides for the payment of twenty (20) weeks of severance ("Severance"), which shall be paid upon the execution of a general release and waiver agreement. The severance totals \$88,398.40.

To summarize, the final gross amount due to Linda Connors is \$146,637.60.

DESCRIPTION	NUMBER OF HOURS	HOURLY RATE	EXPENSE TO THE TOWN	GROSS AMOUNT DUE TO LINDA CONNORS
SALARY: 20 Weeks Severance	800	\$110.498	\$88,398.40	\$88,398.40
VACATION				
Accrued through 7/18/25	90.26			
Accrued 7/19/25-7/29/25	4.31			
Hours Used: 7/21/25	-8.00			
Total Vacation Hours due to Linda Connors	86.57	\$110.498	\$9,565.93	\$9,565.93

SICK TIME				
Accrued through 7/18/25	437.90			
Accrued 7/19/25-7/29/25	2.59			
Total Sick Time Hours due to Linda Connors	440.49	\$110.498	\$48,673.26	\$48,673.26
MEDICAL INSURANCE-COBRA	NUMBER OF MONTHS	MONTHLY RATE		
20 Weeks-Estimated Costs	5	\$3,502	\$17,510	
TOTAL			\$164,147.60	\$146,637.60

Recommendation: Commission approval of the gross amount due to former Town Manager, Linda Connors, in the amount of \$146,637.60.

Exhibits:

1. Resolution 2025-32 General Release and Waivers Claims & Separation Payout
2. Release Agreement - Connors 8-4-25

RESOLUTION NO. 2025-32

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE GENERAL RELEASE AND WAIVER OF CLAIMS AGAINST THE TOWN ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR SEPARATION PAYOUT FOR LINDA CONNORS AND EXECUTION OF RELEASE; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Linda Connors was separated from service as Town Manager without cause by vote of the Town Commission at a special meeting convened on July 29, 2025; and

WHEREAS, in accordance with Linda Connors' Amended and Restated Employment Agreement ("Employment Agreement"), she is entitled to severance provided she executes a general release and waiver of claims ("Release Agreement") against the Town, and she is also entitled to a payout of her unused sick and vacation leave; and

WHEREAS, Linda Connors' Employment Agreement requires the Town Commission to approve the calculated severance and unused leave payout amounts; and

WHEREAS, the Town Commission desires to approve the severance and unused leave payout amounts, and the form of the Release Agreement with Linda Connors attached hereto as Exhibit “A.”

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 are hereby ratified and confirmed by the Town Commission and incorporated herein.

SECTION 2. Approval of Release Agreement. The Release Agreement between Linda Connors and the Town, attached hereto as Exhibit “A,” is hereby approved and shall be effective upon Linda Connors’ execution and non-revocation of it.

SECTION 3. Town Commission Payout Approval and Execution Authority. The Town Commission hereby approves the severance and unused leave payout detailed in the Release Agreement and authorizes the Acting Town Manager to execute the Release Agreement on the Town's behalf.

SECTION 4. Conflicts. All other Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict.

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

SECTION 6. Effective Date. This Resolution is effective immediately upon passage and adoption.

PASSED AND ADOPTED this day of , 2025.

Attest: _____ Mayor Edmund Malkoon

Acting Town Clerk Courtney Easley

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

GENERAL RELEASE AND
WAIVER OF CLAIMS

This GENERAL RELEASE AND WAIVER OF CLAIMS ("Release Agreement") is entered into by and between the Town of Lauderdale-By-The-Sea (the "TOWN") and Linda Connors ("CONNORS"), jointly referred to herein as the "Parties."

WHEREAS, CONNORS was employed by the TOWN until July 29, 2025 when she was terminated without cause in accordance with Section 3.1 of her Amended and Restated Employment Agreement ("Employment Agreement"); and

WHEREAS, the terms and conditions of CONNORS' Employment Agreement require that she sign a general release and waiver of claims against the TOWN regarding early termination of employment to receive severance payment; and

WHEREAS, the Parties agree that this instrument shall serve as the Release Agreement to satisfy Section 3.1 of CONNORS' Employment Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by entering into this Agreement, it is hereby

STIPULATED AND AGREED by and between the Parties that CONNORS' general release and waiver of claims are satisfied by executing the following:

1. **Consideration.** In exchange for the mutual promises exchanged herein, and as consideration for the early termination payout detailed in Section 3.1 of CONNORS' Employment Agreement dated January 23, 2024, CONNORS' preliminary severance payout is calculated to be \$88,398.40 In accordance with Section 2.5 of CONNORS' Employment Agreement, the preliminary payout calculation is contingent upon the final review and approval by the Town Commission and the approved monies must be disbursed to CONNORS on or before August 28, 2025. In the event such approval occurs, the TOWN shall pay CONNORS \$88,398.40 (less withholdings) via direct deposit on or before August 28, 2025.

2. **Adequate Consideration.** CONNORS agrees that the consideration paid as set forth in paragraph "1" above constitutes adequate and ample consideration for the rights and claims she is waiving under this Agreement and for the obligations imposed upon her by virtue of this Agreement.

3. **No Consideration Absent Execution of this Agreement.** CONNORS understands and agrees that CONNORS would not receive the severance benefits specified in paragraph "1" above, except for CONNORS' execution of this Agreement and the fulfillment of the promises contained herein.

4. **Leave Payout and COBRA.** In accordance with CONNOR's Employment Agreement, she shall also be entitled to \$9,565.93 (unused vacation) and \$48,673.26 (unused sick), to be remitted on or before August 12, 2025. Additionally, the TOWN agrees to subsidize CONNORS' COBRA coverage, to commence August 1, 2025, in an amount equal to its subsidization of CONNORS' health coverage when she was an active participant. The TOWN's

subsidization of CONNORS' COBRA coverage will be discontinued December 31, 2025, or until she discontinues COBRA coverage, whichever is earlier.

5. **General Release, Claims Not Released and Related Provisions**

a. **General Release of All Claims.** CONNORS knowingly and voluntarily releases and forever discharges the TOWN, its parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former elected officials, employees, attorneys, officers, owners, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries (collectively referred to herein as "Releasees"), of and from any and all claims, known and unknown, asserted or unasserted, which CONNORS has or may have against Releasees as of the date of execution of this Agreement. Further, CONNORS acknowledges and agrees that this release and waiver bars any claim or demand for damages, costs, fees, or other expenses, including attorneys' fees, incurred in connection with her employment with the TOWN, including her termination from that employment. CONNORS understands and agrees that with respect to the claims she is waiving in this Agreement, she is waiving not only the right to recover money or other relief in any action she might institute, but also that she is waiving any right to recover money or any other relief whatsoever in any action that might be brought on her behalf by any other person or entity, including but not limited to, the United States Equal Employment Opportunity Commission or any other federal, state or local government agency or department. It is CONNORS' intention to fully, finally and forever resolve and release any and all disputes she may have or believe herself to have against the TOWN with respect to any alleged acts occurring before the effective date of this Agreement, whether those disputes presently are known or unknown, suspected or unsuspected.

b. **No Pending Lawsuits, Claims or Charges and Covenant Not to Sue.** CONNORS represents that she has no charges or claims pending against the TOWN with any federal, state, or local agency or department. CONNORS also represents that she does not currently have pending before any court any dispute of any kind against the TOWN. CONNORS further represents and agrees that she will not hereinafter pursue, initiate, or cause to be instituted any dispute released herein against the TOWN, and represents that she has not heretofore assigned or transferred, or purported to have assigned or transferred, to any entity or person, any dispute released by her herein. If it is determined that CONNORS has any lawsuit, charge or claim of any kind pending against the TOWN, CONNORS agrees to dismiss all such charges, claims, and/or lawsuits with prejudice, immediately upon execution of this Agreement.

6. **Time to Consider Signing Agreement.** CONNORS acknowledges that she has been given a reasonable period of time of not less than twenty-one (21) days within which to decide whether to sign this Agreement. CONNORS understands and agrees that any changes or amendments to this Agreement, whether material or not, will not restart the twenty-one (21) day period. CONNORS understands and agrees that she can use all or any part of the twenty-one (21) day period to decide whether to sign this Agreement. CONNORS further acknowledges that she has, in fact, taken a reasonable period of time to consider this Agreement.

7. **Seven (7) Day Period to Revoke.** CONNORS understands that she can revoke this Agreement within seven (7) calendar days after she signs it. Any revocation within this period must be in writing and delivered to Town Attorney Susan Trevarthen, Esq., (at strevarthen@wsh-law.com and/or Town Hall, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308) by 5:00 p.m. on the seventh (7) day following CONNORS' execution of the Agreement. CONNORS understands and agrees that this Agreement will become null and void in the event that CONNORS revokes this Agreement.

8. **Effective Date.** This Agreement will become effective upon the execution of this Agreement by CONNORS and the expiration of the seven (7) day revocation period referenced in paragraph 6 above. After the seven-day revocation period has expired, if CONNORS has not revoked this Agreement, the TOWN will execute this Agreement. In the event that CONNORS does not sign this Agreement or CONNORS revokes her acceptance of this Agreement pursuant to paragraph 6 above, it shall be null and void.

9. **Non-Disparagement.** CONNORS represents and agrees that she will not take any action that might embarrass or adversely affect the TOWN. In particular, and by way of illustration and not limitation, CONNORS agrees that she will not contact citizens of the TOWN, the press or media or any entity that has a business relationship with the TOWN and/or its elected officials in order to disparage the good reputation or practices of the TOWN and/or the TOWN's elected officials or employees. The TOWN agrees that it will not take any action that might disparage the good reputation of CONNORS except as required by law (e.g., responding to a public records request).

10. **Action for Breach of Agreement.** In the event that any party to this Agreement institutes legal proceedings for breach of the terms of this Agreement, it is stipulated and agreed that such a claim shall be heard and determined by the court, not by a jury, in Broward County, Florida. The TOWN and CONNORS agree that if any litigation arises regarding a breach and/or the interpretation or enforcement of this Agreement, the prevailing party will be entitled to recover all reasonable costs and attorneys' fees incurred in such litigation.

11. **Governing Law and Severability.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is declared illegal or unenforceable by any court of competent jurisdiction and if it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly construed for or against either party. If the waiver language of this Agreement is declared unenforceable because of actions taken by CONNORS or on her behalf, CONNORS shall return all monies paid to her under this Agreement and this Agreement shall immediately become null and void, and the TOWN will owe nothing further pursuant to that Agreement.

12. **Entire Agreement.** This Agreement sets forth the entire agreement between the TOWN and CONNORS and shall supersede any and all prior agreements, understandings, whether written or oral, between the TOWN and CONNORS, except as otherwise specified in this Agreement or for the obligations set forth in paragraph 3.1 of CONNORS' Employment Agreement dated January 23, 2024. CONNORS acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to sign this Agreement except for those set forth in this Agreement.

13. **Encouragement to Consult Attorney.** The TOWN hereby advises CONNORS to consult with an attorney before signing this Agreement. CONNORS acknowledges that she has, in fact, consulted with an attorney before signing this Agreement or that she knowingly decided against consulting with an attorney despite the TOWN's encouragement to do so.

14. **Amendment.** This Agreement may not be amended except by written agreement signed by the TOWN and CONNORS.

15. **Headings.** Section headings are used herein for convenience of reference only and shall not affect the meaning of any provisions of this Agreement.

16. **Acknowledgment.** CONNORS acknowledges that she has carefully read and understands this Agreement consisting of four (4) pages and agrees that the TOWN has not made any representations other than those contained herein. CONNORS also acknowledges that she enters into this Agreement voluntarily, without any pressure or coercion and with full knowledge of its significance, and this Agreement constitutes a full and absolute settlement and bar as to any and all claims she had, has, or may have against the TOWN.

THE TOWN AND CONNORS HAVE READ, UNDERSTOOD, AND FULLY CONSIDERED THIS AGREEMENT AND ARE MUTUALLY DESIROUS OF ENTERING INTO THIS AGREEMENT. THE TERMS OF THIS AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN THE TOWN AND CONNORS. HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THE BENEFITS SET FORTH ABOVE, CONNORS FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO RELEASE, WAIVE, AND SETTLE ALL CLAIMS SHE HAS OR MIGHT NOW HAVE AGAINST THE TOWN FROM THE BEGINNING OF TIME UNTIL THE EFFECTIVE DATE OF THIS AGREEMENT.

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: _____

CONNORS

By: _____
Linda Connors



Town Commission Agenda Item Report

Meeting Date: August 6, 2025

Submitted By: Edmund Malkoon, Mayor

Submitting Department: Town Commission

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-33: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPOINTING INTERIM TOWN MANAGER KEN RUBACH AS ACTING TOWN MANAGER AND SETTING HIS COMPENSATION; APPOINTING ALTERNATE ACTING TOWN MANAGERS; PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Explanation:

On July 29, 2025, the Town Commission voted 4-1 to terminate the contract of then-Town Manager Linda Connors without cause. At the same meeting, the Commission appointed Deputy Town Manager Ken Rubach as Acting Town Manager to maintain operational continuity and executive oversight during the leadership transition.

Mr. Rubach has served as Deputy Town Manager for 3.5 years and has been with the Town for approximately 6.5 years. He brings nearly 18 years of government experience overall. His knowledge of Town operations, leadership experience, and positive working relationship with staff and the Commission position him well to assume this temporary role.

As precedent, when Linda Connors was appointed Interim Town Manager on January 9, 2021, she received an 18% salary increase, moving from a base salary of \$125,310 to \$147,500 annually-an increase of \$22,190. She was later formally appointed to the position via contract on October 26, 2021.

Fiscal Impact (with breakdown):

The proposed 12.53% interim salary increase raises Mr. Rubach's current salary from \$177,726.38 to \$200,000.00, an increase of \$22,273.62 annually.

This equates to:

- \$1,856.13 per month
- \$428.34 per week

This resolution recommends that the Town Commission formally appoint Ken Rubach as Interim Town Manager, effective retroactively to July 29, 2025, with a temporary 12.53% salary increase, resulting in an adjusted annual salary of \$200,000.00, in recognition of his expanded executive responsibilities during the interim period. The salary adjustment is also recommended to be retroactive to July 29, 2025, and applies only for the duration of Mr. Rubach's interim service. It may be revisited or concluded upon the appointment of a permanent Town Manager.

Recommendation: Motion to approve Resolution 2025-33; the appointment of Ken Rubach as Interim Town Manager, effective retroactively to July 29, 2025, and authorize a 12.53% salary increase, retroactive to the same date, during his interim assignment.

Exhibits:

1. Reso 2025-33 - LBTS Acting Town Manager

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3 **A RESOLUTION OF THE TOWN OF LAUDERDALE-**
4 **BY-THE-SEA, FLORIDA, APPOINTING INTERIM**
5 **TOWN MANAGER KEN RUBACH AS ACTING**
6 **TOWN MANAGER AND SETTING HIS**
7 **COMPENSATION; APPOINTING ALTERNATE**
8 **ACTING TOWN MANAGERS; PROVIDING FOR**
9 **REPEAL OF ANY CONFLICTING RESOLUTION,**
0 **SEVERABILITY, AND FOR AN EFFECTIVE DATE.**

2 **WHEREAS**, Linda Connors was separated from service as Town Manager by vote of the
3 Town Commission at a special meeting properly convened on July 29, 2025; and

4 **WHEREAS**, at the July 29, 2025 meeting, the Town Commission voted to appoint Ken
5 Rubach to the role of Interim Town Manager; and

6 **WHEREAS**, the Town Commission wishes to further specify that the Interim Town
7 Manager shall serve as Acting Town Manager for the duration of the period until the Town
8 Commission makes a final determination regarding the appointment of a Town Manager; and

9 **WHEREAS**, pursuant to Section 5.4 of the Town Charter, the Town Commission's
10 decision to appoint the Acting Town Manager and set his compensation for such service shall be
11 codified by resolution; and

WHEREAS, due to the substantive and considerable increase in duties and responsibilities assumed by the Interim Town Manager, the Town Commission wishes to adjust his salary for the entirety of the Interim Period to an amount commensurate with the position; and

25 **WHEREAS**, the Town Commission further wishes to specify alternates who may serve as
26 Acting Town Manager if the Interim Town Manager is absent from or unable to serve the Town.

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

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

1 **Section 2. Interim Town Manager's Appointment and Compensation.** In accordance
2 with the Town Commission's approval on July 29, 2025, Deputy Town Manager Ken Rubach has
3 been appointed Interim Town Manager. For the duration of Ken Rubach's appointment as Interim
4 Town Manager, his base salary shall be increased to \$200,000 annually, to be retroactively
5 effective July 29, 2025.

36 **Section 3. Automatic Reversion upon Hire of Town Manager.** Upon the Town
37 Commission's eventual hire of a Town Manager, the Interim Town Manager shall resume the
38 Deputy Town Manager position and his salary shall revert to the amount he had earned
39 before the interim appointment.

40 **Section 4. Appointment of Acting Town Manager.** The Interim Town Manager is hereby
41 appointed as Acting Town Manager pursuant to Section 5.4 of the Town Charter until the Town
42 Commission makes a determination regarding the permanent appointment of a Town Manager.
43 The foregoing appointment includes providing to the Acting Town Manager the same powers and
44 duties as Town Manager.

45 **Section 5. Appointment of Alternate Acting Town Managers.** In the event of and for the
46 duration of the period of time the Interim Town Manager is absent from or unable to serve the Town,
47 the Finance Director is hereby appointed as Acting Town Manager. In the Interim Town Manager's
48 and Finance Director's absence or disability, the Development Services Director is hereby appointed
49 as Acting Town Manager for the period of time of such absence or disability. In the event that the
50 Interim Town Manager, Finance Director and Development Services Director are all unable to serve
51 as Acting Town Manager, the Interim Town Manager is specifically authorized to designate a
52 properly qualified person to temporarily execute the powers and duties of Acting Town Manager. The
53 foregoing appointments include providing to the alternate Acting Town Manager the same powers
54 and duties as Town Manager.

55 **Section 6. Further Actions.** The Interim Town Manager and the Acting Town Managers
56 established above and/or their designees and the Town Attorney are authorized to take all actions
57 necessary to implement the intentions of this Resolution.

58 **Section 7. Conflicting Resolutions.** All resolutions or parts of resolutions in conflict
59 herewith are hereby repealed to the extent of such conflict.

60 **Section 8. Severability.** If any clause, section or other part of this Resolution shall be
61 held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional
62 or invalid part shall be considered as eliminated and in no way affecting the validity of the other
63 provisions of this Resolution.

64 **Section 9. Effective Date.** This Resolution shall become effective immediately upon its
65 passage.

66 **PASSED AND ADOPTED** this ____ day of _____, 2025.

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Attest:

Mayor Edmund Malkoon

Acting Town Clerk Courtney Easley

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney