

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Wednesday, September 10, 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, September 10, 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**
 - 5.a. Lobbyist Presentation
 - 5.b. El Prado Park
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO July 2025 Public Safety Report
 - 7.b. BSO August 2025 Public Safety Report
 - 7.c. PBFR August 2025 Report for LBTS
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a.
 - Approval of Minutes for July 8, 2025, July 22, 2025 & August 8, 2025 Regular Town Commission Meetings ; July 29, 2025 Special Town Commission Meeting;
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
13. **NEW BUSINESS**
14. **COMMISSIONER PRESENTATIONS**
 - 14.a. Re-Establish Reading of Public Comments
 - 14.b. Discussion on Scheduling a Public Safety Roundtable
15. **COMMISSIONER COMMENTS**

16. ORDINANCES 1st Reading

17. ORDINANCES 2nd Reading

18. RESOLUTIONS – PUBLIC COMMENTS

- 18.a.** RESOLUTION 2025-34: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RATIFYING AND AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION AND THE ACCEPTANCE OF FUNDS, IF AWARDED; PROVIDING FOR AUTHORIZATION; IMPLEMENTATION; AND AN EFFECTIVE DATE.
- 18.b.** RESOLUTION 2025-36: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE AMENDED PARKING PERMIT PROGRAM FOR THE A1A LOT; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE.
- 18.c.** RESOLUTION 2025-37: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HITCHCOCK DESIGN GROUP FOR DESIGN SERVICES FOR THE PORTAL ENHANCEMENT PROJECT; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.
- 18.d.** RESOLUTION 2025-38: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH ARUBA BAY, INC. FOR USE OF THE OCEAN PLAZA FOR OUTDOOR DINING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CONFLICTS AND FOR AN EFFECTIVE DATE.
- 18.e.** RESOLUTION 2025-42: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE CODESIGNATION OF SEA GRAPE DRIVE TO INCLUDE PRESIDENT DONALD J. TRUMP DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND 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

Page 3 of 234

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: 5.a.

Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: Courtney Easley, Acting Town Clerk/Assistant to Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Lobbyist Presentation

Explanation: Ericks Consulting will provide an overview of Florida legislation updates.

Recommendation: N/A

Exhibits: None



Agenda Item No: 5.b.

Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: Ken Rubach, Interim Town Manager

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title: El Prado Park

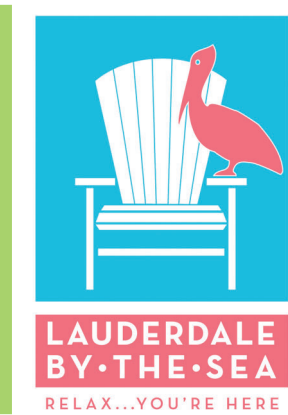
Explanation: Alex Fenech from Hitchcock Design Group is here to present the final plans for El Prado Park. After this stage, construction documents will be completed and the package will be ready to go out for RFP to begin construction. Currently, we are still awaiting several permits to be approved which will need to be authorized prior to the start of construction, which is tentatively planned for late 2025.

Recommendation: N/A

Exhibits:

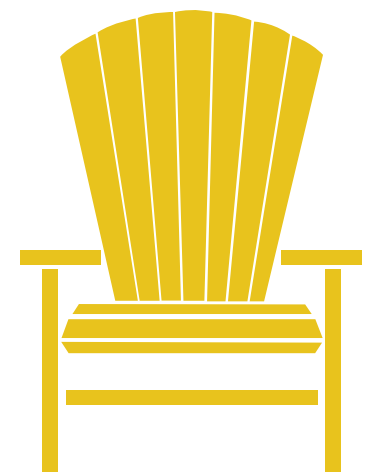
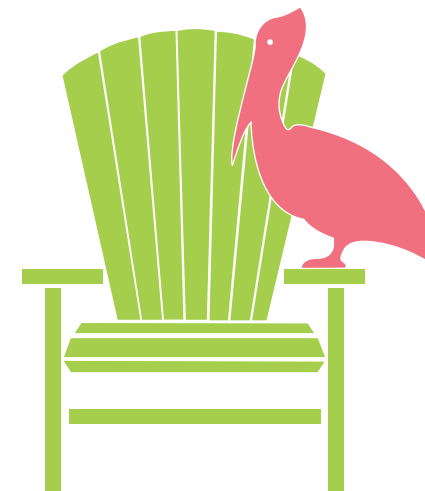
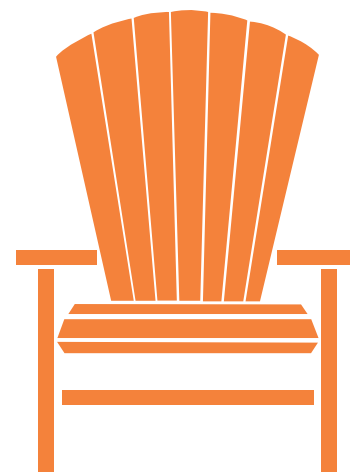
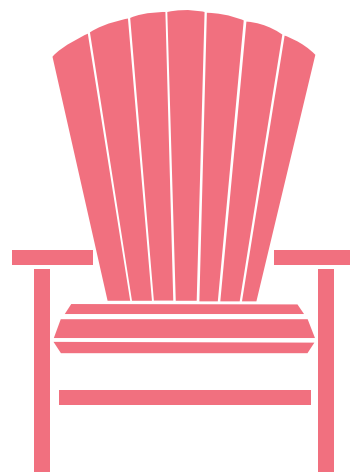
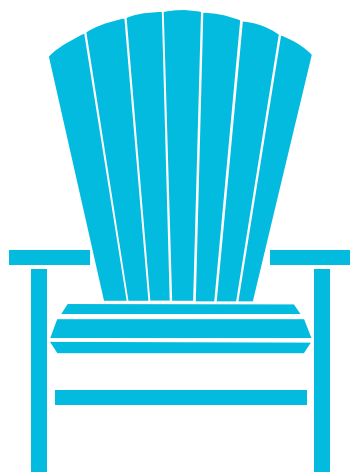
1. 20250910- Commission Meeting Presentation

COMMISSION UPDATE
El Prado Park
Lauderdale-By-The-Sea, Florida




HITCHCOCK
DESIGN GROUP

September 10, 2025



AGENDA

1. DESIGN UPDATES
2. NEXT STEPS
3. SCHEDULE UPDATE
4. Q&A













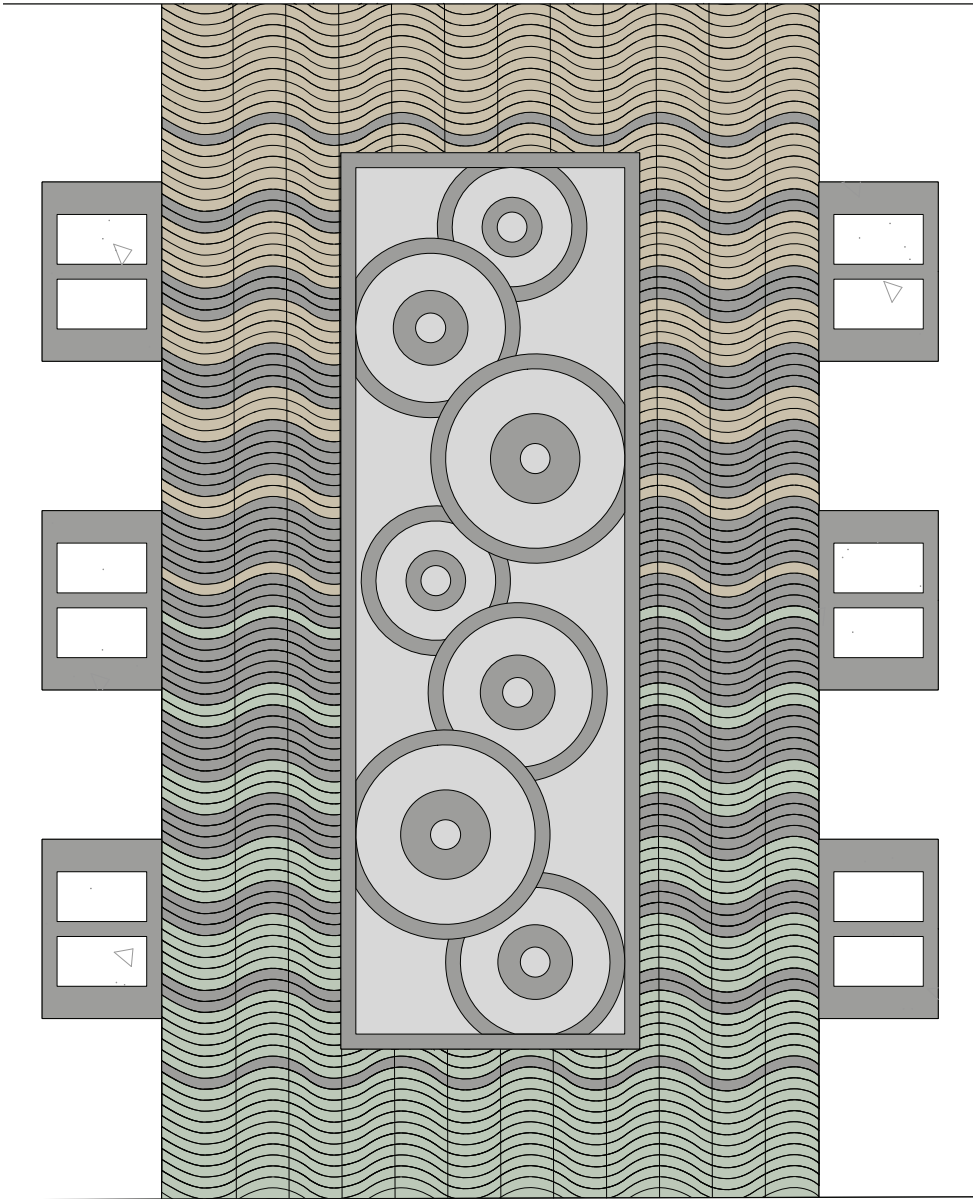




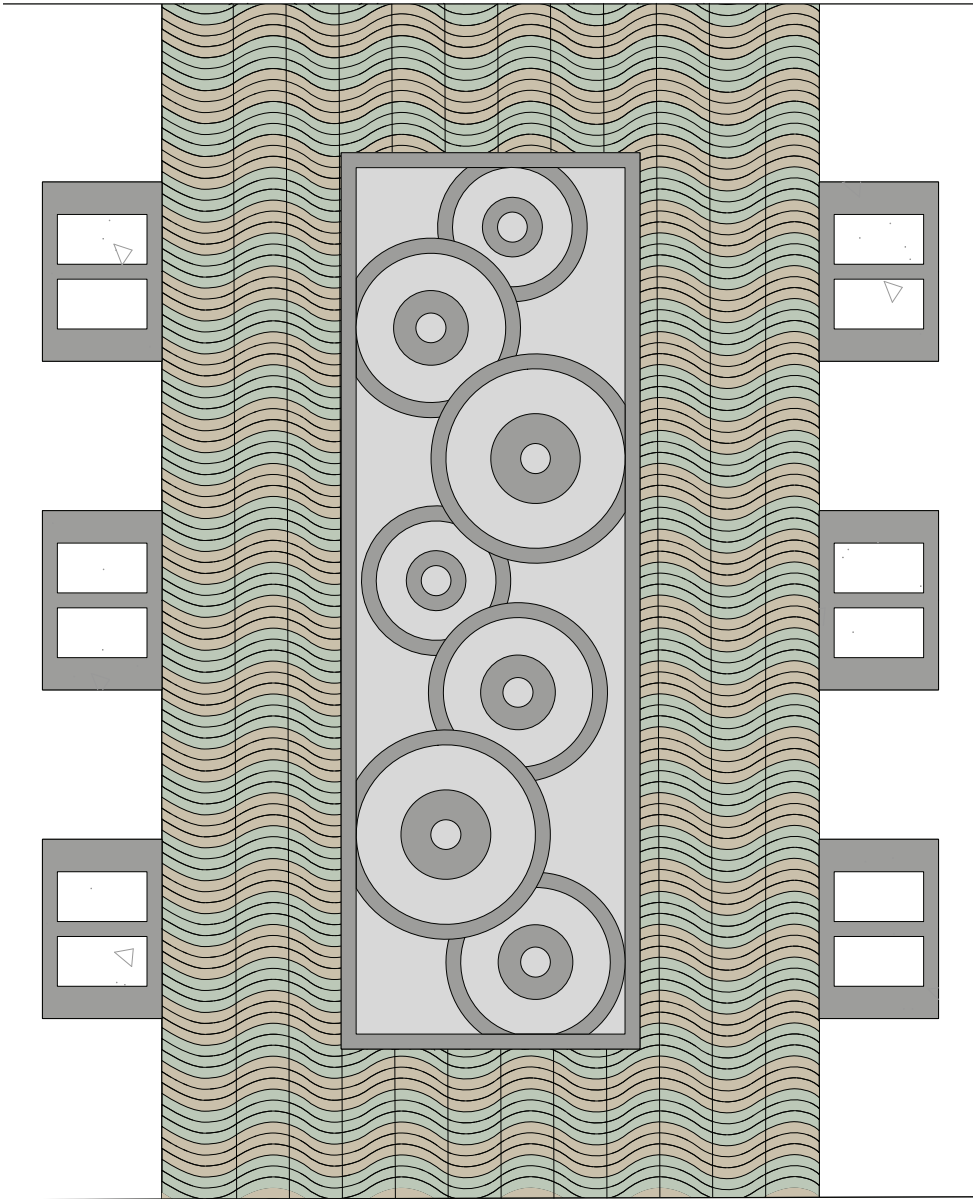
EL PRADO PARK - PAVING OPTIONS



Downtown Paving
Inspiration



Dunes to Sea Grass
Concept



Stripes Concept

1. NEXT STEPS
2. SCHEDULE UPDATE
3. Q&A



CURRENT



PROPOSED



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: Chris Sutter, Captain, Broward Sheriff's Office

Submitting Department: Public Safety

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO July 2025 Public Safety Report

Explanation: BSO July 2025 report prepared by Captain Chris Sutter.

Recommendation: Accept/Approve

Exhibits:

1. TM Report-July 2025



Sheriff Gregory Tony, Ph.D.

Date: August 7, 2025

To: Ken Rubach
Interim Town Manager

From: Lieutenant Christopher Sutter
Lauderdale by the Sea District

Subject: BSO Public Safety Report- July 2025

PERSONNEL CHANGES:

On July 12, 2025, Deputy Manuel Alvarez-Jacinto was promoted to the rank of sergeant and transferred to the Pompano Beach District.

On July 12, 2025, Deputy Leonard Seedig transferred from the Deerfield Beach District to the Lauderdale by the Sea District.

EMPLOYEE OF THE MONTH: Sergeant James Ramirez

On July 23, 2025, at approximately 4:34 a.m., Sea Ranch Lakes officers responded to a residential burglary in progress. The suspect had entered a home while the occupants were inside and quickly fled out the back when discovered. BSO deputies, along with K-9 and Aviation units, responded to assist in setting up a perimeter and conducting an extensive search. During the investigation, an LBTS resident on W. Tradewinds Avenue provided video surveillance showing the same suspect on her property. Deputies located a bicycle, a backpack, and a Florida ID card left behind, but the suspect eluded capture after nearly two hours of searching.

At approximately 8:15 a.m., the suspect was seen again, running along El Mar Drive toward the beach. A second perimeter was rapidly established. While coordinating the response from an ATV, Sergeant Ramirez received intelligence from local business managers at Aruba's and Pier 14 restaurants, who had seen the suspect in the area.

Sergeant Ramirez acted without hesitation. While canvassing the area, he located the suspect attempting to hide in the carport of 4300 El Mar Drive. Demonstrating sound tactical judgment and officer safety, he quickly apprehended the suspect, who was in possession of a screwdriver and confirmed to be the individual identified by the ID previously found.

Following his arrest, the suspect was transported to the LBTS District Office, where he confessed to multiple crimes. He was charged with two counts of occupied burglary and violation of probation, as he was already on probation for burglary.

Sergeant Ramirez's leadership, vigilance, and persistence were instrumental in the safe and successful apprehension of a dangerous individual. His commitment to public safety and professional excellence exemplifies the highest standards of the Broward Sheriff's Office.

For these reasons, Sergeant James Ramirez was selected as the Lauderdale-by-the-Sea Deputy of the Month for July 2025.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery, or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home, or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out of town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords, and exercising caution when revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as sexual offenders residing within the Town limits. The sex offender database is routinely checked by BSO to ensure compliance with the State of Florida legal mandates. Existing

municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within the Town limits.

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. Deputies conducted 0 hours of bike patrol this month.
- **All-Terrain Vehicle Patrol:** The ATVs / UTVs are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV/UTV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 135 miles and 22 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. One (1) individual was experiencing a mental health crisis. She was transported to Imperial Point Hospital. Two (2) individuals experiencing homelessness were contacted during this period. Both refused services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool for Public Safety. **See Notable Incidents/Arrests below.**
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues, and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals to "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Wesolowski and Lieutenant Sutter to provide information to the public via social media. Follow us @BSOLBTS.

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

On Friday, July 4, 2025, the Town of Lauderdale by the Sea celebrated its annual Independence Day Parade. The Broward Sheriff's Office SWAT BEAR Truck, the Broward Sheriff's Office Bomb Unit Command Vehicle, and additional Broward Sheriff's Office vehicles participated in the parade. The Broward Sheriff's Office Aviation Unit conducted a flyover of the parade. Approximately 31 deputies, CSAs, Sea Ranch Lakes Officers, and COPs assisted with vehicular and pedestrian traffic control. Captain Wesolowski and Lt. Sutter participated in the event. No issues were reported.

On Friday, July 4, 2025, the Town of Lauderdale by the Sea held its annual Independence Day Fireworks display. Approximately 26 deputies, CSAs, and COPs assisted with vehicular and pedestrian traffic control. Captain Wesolowski and Lt. Sutter were on scene. No issues were reported.

On July 21st, 2025, the BSO Regional Traffic Unit (RTU) conducted its annual "Operation Summer Splash" event in Lauderdale-by-the-Sea. During this event, units from the RTU conducted traffic enforcement within LBTS, resulting in twenty (20) citations and five (5) warnings issued to drivers within the town limits. Educational material (flyers) was also issued to fifteen (15) drivers.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2507-000092 (Deputy Redl)

DATE/TIME: 07/4/25 23:24

LOCATION: 14 Commercial Blvd (Pier 14)

ARRESTEE: Michael Mannino (W/M 12/25/81)

INCIDENT: Disorderly Conduct (Arrest)

SUMMARY: Deputy Redl responded to a disturbance at Pier 14, where he learned that Michael Mannino was causing a disturbance. Mannino was escorted out of the restaurant, where he became loud and disruptive. Mannino was asked several times to calm down, and each time he became louder and more aggressive. At this point, a crowd was forming and watching. Mannino was subsequently arrested for Disorderly Conduct and turned over to the Main Jail.

CASE: 13-2507-000122 (Deputy Suarez)

DATE/TIME: 07/07/25 @ 2025 @ 1907 HRS

LOCATION: 4300 N Ocean Dr.

VICTIM: Daniel J. Ducharme W/M 11/21/70 & Kelly S. Ducharme W/F 8/23/73

OFFENDER: Unknown

INCIDENT: Battery

SUMMARY: The victims were walking back to their hotel when the subject exited 4300 N Ocean Dr. #B, talking nonsense. Mr. Ducharme made a joke, and the subject immediately confronted them, punching Mrs. Ducharme in the face. Mr. Ducharme immediately engaged the subject, and they started fighting. He got the subject in a choke hold, and the subject was able to get out of it. The subject then ran back into the apartment. Deputies knocked on the door, and the subject refused to exit. Mr. Ducharme received a contusion and was slightly bleeding on the left side of his forehead. Pompano Fire Rescue responded and treated Mr. Ducharme on the scene. The victims are seeking prosecution and have signed the BSO Crime Against Person Affidavit. Victims are currently on vacation and will return home on Tuesday.

CASE: 13-2507-000190 (Deputy Roach)
DATE/TIME: 07/09/25 1843 HRS
LOCATION: 1 Commercial Blvd (Aruba Beach Cafe)
ARRESTEE: Carlos Alvarez-Perez (W/M 9/3/92)
VICTIM: Aruba Beach Cafe
INCIDENT: Petit Theft (Arrest)
SUMMARY: Deputy Roach responded to Aruba Beach Cafe in reference to a theft. Upon arrival, he met with the Manager (Dwayne Wiseman), who advised that the Arrestee had charged up a \$121.97 bill and then stated that he had no money to pay for the food. Contact was made with the Arrestee, Carlos Alvarez-Perez, who stated that he is homeless and never intended to pay for the food. The Arrestee was taken into custody and turned over to the Main Jail.

CASE: 13-12507-000293 (Deputy Redl)
DATE/TIME: 07/13/25 1500 HRS.
LOCATION: 112 Commercial Blvd
VICTIM: Sloan's Ice Cream
INCIDENT: Fraud
SUMMARY: Deputy Redl responded to Sloan's Ice Cream, located at 112 Commercial Blvd., and met with employee Sarah Conn. Sarah stated she received a phone call from a US Marshal (unknown name) from 1-334-746-3628. The Marshal said he was investigating two of her coworkers (no names given). He stated that the coworkers had swapped fake currency for real currency. He then stated that they would be arrested if she did not repay the real currency. He told her she could pay in Apple gift cards. He directed her to a Walgreens and had her scratch off the code on the back. He said he would get upset with her if she tried to end the call. Fearing that she or her coworkers would get arrested, she provided the male with the gift card numbers. After giving the number, the male hung up, and she then realized she had been scammed. \$500 loss. An attempt was made to call the number, but it was unsuccessful.

CASE: 13-2507-000449 (Deputy Hopkins)
DATE/TIME: 07/21/25 @ 1108 Hrs.
LOCATION: 1931 Coral Reef Dr
SUBJECT: Kwamie Greenidge, B/M, 9/10/84
VICTIM: Franky Michel, B/M, 9/17/95
INCIDENT: Battery
SUMMARY: Deputies Hopkins and Redl responded to the residence listed above in reference to a call of a battery. The victim, Franky Michel, is a day laborer and reported that he and a co-worker were involved in a verbal altercation over the existence of God. Frankie first alleged that Greenidge struck him in the face with a rake. After speaking with witnesses, it was later revealed that Franky was never hit with the rake. Both parties gave conflicting statements, and no injuries were observed. Both parties ultimately refused to cooperate, and neither wanted to file formal charges.

CASE: 13-2507-000465 (Deputy Ogando)
DATE/TIME: 07/22/25 @ 00:20 Hrs.
LOCATION: Commercial Pavilion Sitting Area
SUBJECT: George Bunn B/M 03/15/68
VICTIM: State of Florida
INCIDENT: Trespassing After Warning / Disorderly Intoxication (Arrest)
SUMMARY: On July 22, 2025, at approximately 0020 hours, deputies contacted GEORGE HEDGEPEETH BUNN at the open seating area in front of the Pier 14 restaurant. The subject was sleeping on a chair and was advised to get up and move because the area was closed. The downtown businesses were also already closed at this time. The subject became belligerent and started cursing and refusing to leave the seating area. The subject was advised several times and given ample opportunities to leave the area on his own accord. Mr. BUNN was arrested for trespassing after warning and disorderly intoxication and was transported to BSO Main Jail for booking. A half bottle of open Skol premium vodka was found during the inventory of the arrestee's belongings. The bottle of vodka was discarded on the scene. BWC was used.

CASE: 13-2507-000492
DATE/TIME: 07/23/25 @ 04:00 Hrs.
LOCATION: 4607 W Tradewinds Avenue
SUBJECT: Raymond Rivera, BM, DOB: 05/18/1985
VICTIM: Susan Wasselle
VEHICLE: N/A
INCIDENT: Occupied Burglary Residence
SUMMARY: Sea Ranch Lakes PD officers and BSO Deputies responded to a reported occupied burglary call in the Town of Sea Ranch Lakes at 26 Minnetonka Rd (Case 26-2507-000230). The suspect was believed to have fled southbound into BSO LBTS jurisdiction. A perimeter was set by BSO Pompano Beach, LBTS, Sea Ranch Lakes, along with the BSO K-9 unit and BSO Aviation, who all worked the perimeter in search for the suspect.

During the search for the suspect, it was discovered that the suspect had also unlawfully entered the listed residence's rear patio while the victims were asleep. The perimeter was later shut down when the suspect could not be located within the perimeter. About an hour later, during the daylight hours, the suspect was seen by Sea Ranch Lakes PD running Eastbound on Pine Ave. A perimeter was reestablished by BSO Bravo Shift LBTS, Pompano Beach, and Sea Ranch Lakes. K9 and BSO Aviation also responded and began working the perimeter. The subject was later located and arrested at 4300 El Mar Drive, and provided a full confession after LBTS detectives interviewed him. The subject was also on Probation for Burglary and was TOT to the Main Jail under the appropriate criminal charges.

CASE: 13-2507-000527 (Dep. Ramcharan)
DATE/TIME: 07/24/2025 @ 1440 hrs.
LOCATION: 251 Oceanic Ave
VICTIM: Adult Female Dawn
VEHICLE: N/A
INCIDENT: Battery
SUMMARY: DLE responded to the listed location reference a delayed, alleged simple battery. The victim claimed that while wearing her bikini, an unknown white male, wearing khaki shorts, with short sandy hair, walked up from behind, grabbed her breast, and ran off. BSO units immediately checked the area, and the subject was not observed or located. Area canvas also revealed no video evidence at this time.

CASE: 13-2507-000627 (Deputy Cathcart)
DATE/TIME: 07/27/25 @ 1657 Hrs.
LOCATION: 14 Commercial Blvd (Pier 14)
SUBJECT: Gary Lee Hendrixon, W/M, 4/21/1984 (North Carolina)
VICTIM: Pier 14
VEHICLE: N/A
INCIDENT: Petit Theft
SUMMARY: Deputy Cathcart was flagged down by an employee of Pier 14 and advised that a customer (Hendrixon) walked out on his bill of approximately \$30. Dep. Cathcart approached the subject and ordered him to stop, but the subject refused and continued walking away at a fast pace. Deputy Cathcart called out a description of the subject, and a few minutes later, he was apprehended to the rear of Villas by the Sea Condominiums. Hendrixon was charged with Petit Theft, Resisting Arrest without Violence, and Public Intoxication.

MONTHLY ARREST LOGS:

Misd/Fel	Charge	Street
Fel	Indecent Exposure 2nd Subs Offense	4300 El Mar Dr
Misd	Defrauding Inn Keeper	276 Commercial Blvd
Misd	Disorderly Intox	14 Commercial Blvd
Misd	Petit Theft	1 Commercial Blvd
Misd	Disorderly Intox	0 Commercial Blvd
Misd	Defrauding Inn Keeper	14 Commercial Blvd
Fel	Occupied Burglary Residence	4607 W Tradewinds Ave

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2024 YTD	2025 YTD
AUTO THEFT	0	0	7	11
BURGLARY-BUSINESS	0	0	1	0
BURGLARY-CONVEYANCE	0	2	13	6
BURGLARY-RESIDENCE	1	0	1	4
BURGLARY-STRUCTURE	0	0	0	2
FORCIBLE SEX	0	0	1	2
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	3	1
HOMICIDE	0	0	0	0
ROBBERY	0	0	1	2
THEFT-GRAND	0	0	15	7
THEFT-PETIT	2	3	34	21
TOTALS	3	5	76	56

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	28
COP Hours Worked - Month	50
COP Patrol Miles - Month	158
COP Hours Worked - YTD	721
COP Patrol Miles - YTD	2015

COP Bike Patrol Hours - Month	8
COP Bike Patrol Hours - YTD	22

COP Beach Patrol Hours – Month	0
COP Beach Patrol Hours - YTD	76

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

	Month	2025 YTD
Reserve Deputy - Days Worked	8	44
Reserve Deputy - Hours Worked	62	324

MONTHLY STAFFING AND STATISTICAL REPORT:

The July 2025 Monthly Staffing and Statistical Report is attached.



**MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT
July 31, 2025**

CURRENT STAFFING ALLOCATIONS

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

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Manuel Alvarez-Jacinto	14964	Promoted & Assigned to D11	Transferred out from D13 as a Sergeant
Deputy Leonard Seedig	10194	Assigned to D13	Transferred in from D10

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
			TOTAL	0



Lauderdale by the Sea Monthly Activity July 2025

Reports/Calls		Traffic	
Miscellaneous Service		Types of Citation	
Event Reports	35	Non-Moving / Moving Citation	86
Accidents	4	Parking	0
Calls for Service	712	Warnings	132
		Total Citations	218
Arrests		Time Worked	
Type of Arrest		Hours Worked	
Felony	2	Bike Patrol	0
Misdemeanor	5	Court Overtime	24
Warrant (Felony)	0	Training Hours	33
Warrant (Misd.)	0	Detached	0
DUI (Misdemeanor)	0	Other Overtime	168.75
NIC (Felony)	0	Days Worked	31
NIC (Misdemeanor)	0		
DV (Felony)	0		
DV (Misd.)	0		
Total Arrests	7		
General		Narrative	
FI	3	ATV/UTV: 135 Miles / 22 Hours Reserve Deputies worked 8 shifts (62 hrs)	
Truant	0		
Truant Debriefed	0		
Elder Link	0		



Agenda Item No: 7.b.

Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: Chris Sutter, Captain, Broward Sheriff's Office

Submitting Department: Public Safety

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO August 2025 Public Safety Report

Explanation: BSO August 2025 report prepared by Captain Chris Sutter.

Recommendation: Accept/Approve

Exhibits:

1. BSO August 2025 Public Safety Report



Sheriff Gregory Tony, Ph.D.

Date: September 4, 2025

To: Ken Rubach
Interim Town Manager

From: Captain Christopher Sutter
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- August 2025

PERSONNEL CHANGES:

Captain William Wesolowski retired on August 8th, 2025.

Lieutenant Christopher Sutter was promoted to Captain on August 23rd, 2025.

EMPLOYEE OF THE MONTH:

On August 1, at approximately 1935 hours, Deputy Seedig responded to the 100 Block of E Commercial Boulevard in reference to a disturbance call. While investigating, several juveniles immersed themselves in the incident, causing a disturbance that impeded the investigation. The juveniles were instructed several times by Deputy Seedig and me to leave the area, but they verbally refused and continued to be disorderly. Deputy Seedig identified three juveniles as the aggressors of the disturbance and took one immediately into custody. The other two juveniles were instructed to sit down, but fled the area when the attempt was made to take them into custody. Minutes later, the two juveniles returned to the scene and were taken into custody without incident. Deputy Seedig issued three civil citations to the juveniles and released them to the custody of their parents. Due to recent juvenile disturbances in the area, Deputy Seedig, who issued the civil citations, set an example for several other juveniles that this type of behavior will not be tolerated in the Town of Lauderdale-By-The-Sea. Deputy Seedig patiently and compassionately explained to the parents the events that occurred and why the action was taken to issue civil citations. Deputy Seedig's initiative to act instead of ignoring the issue, given that the individuals were juveniles, is just another reason Lauderdale-By-The-Sea remains a safe and comfortable place for residents and visitors.

On August 3, at approximately 0155 hours, Deputy Seedig responded to 4354 El Mar Drive in reference to a Domestic Battery case. The victim stated she went to dinner with her recently ex-boyfriend, and a verbal altercation ensued during that time. After leaving the restaurant, the victim refused to drive the ex-boyfriend home, which led to a physical altercation. At this point, the victim claimed the ex-boyfriend grabbed her by the jaw and struck her in the face several times with an open hand. Contact was made with both parties, with the ex-boyfriend ultimately being arrested for Domestic Battery. Deputy Seedig conducted a thorough investigation, which led to the conclusion that the ex-boyfriend was the aggressor in the incident.

On August 11, 2025, at approximately 2000 hours, Deputy Seedig responded to (High-End Cuts Barbershop) 235 E Commercial Boulevard in reference to a report of a burglary to the business that had just occurred. Upon arrival, witnesses pointed out the suspect fleeing the area westbound along Commercial Boulevard. Due to Deputy Seedig's fast response time, he was able to detain the suspect without incident for investigative purposes. The investigation revealed that the suspect had grabbed a metal table from the front of the business and smashed the glass of the front door, then entered the business. Once inside, the suspect rummaged through several cabinets, also taking a beer from the refrigerator, before exiting again through the front door of the business. The suspect had cut himself while breaking into the business and left several blood drops throughout the business, which were collected for evidence. Video surveillance also captured the suspect entering and leaving the closed business. The suspect was later found in possession of a lock-picking set, for which he was charged with burglary to a business, as well as possession of burglary tools. Deputy Seedig's exceptional investigative skills, combined with his quick response time, helped bring a positive conclusion to this case.

On August 24, 2025, at approximately 2000 hours, Deputy Seedig responded to 1 Commercial Boulevard in reference to a mother and her four children seeking help in finding shelter for the night. The investigation revealed that the mother was from Michigan and was here on vacation. The person they had been staying with for three days prior did not work out, and she and her children were asked to leave the vacation rental and were not permitted to return. The mother advised that she had been staying in a hotel the past three nights with her children, but had run out of money. The mother stated that they are set to fly back to Michigan the following day, and she could not reach any family back home to send her money for the time being. The mother said she had attempted to call local shelters during the day but was told they could not accept her and the children. Deputy Seedig spent over an hour trying to arrange a place for the family to stay at a Women in Distress location. During this time, Deputy Seedig noticed that the children seemed tired and hungry after a long day. Deputy Seedig left the scene for about ten minutes and returned with a pizza and an appetizer from a Lauderdale-By-The-Sea pizza restaurant. Deputy Seedig paid for the food from his own funds and provided it to the family out of the goodness of his heart. The family seemed to be very appreciative of his generosity. Moments after providing the food, the mother received a phone call from her sister in Michigan, who then sent her enough funds to take an Uber ride to a local hotel that her sister had booked. Deputy Seedig showed a great deal of compassion for the family, along with admirable morals that truly define being a good person to those in need of our help.

Deputy Seedig's due diligence in the situations mentioned above truly exemplifies the high standards of dedication and professionalism that are expected and, indeed, hoped for by all members of the Broward Sheriff's Office.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery, or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home, or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out of town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords, and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.

- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. Deputies conducted 0 hours of bike patrol.
- **All-Terrain Vehicle Patrol:** The ATVs / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 75 miles and 9 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Two individuals were undergoing a mental health crisis. One was taken to Fort Lauderdale Behavioral Health, and the other to Imperial Point Hospital. During this period, three people experiencing homelessness were contacted, and all refused services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. **See *Notable Incidents/Arrests below*.**
- **e-Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues, and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Sutter to provide information to the public via social media. Follow us @BSOLBTS.

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

On Thursday, August 14th, 2025, the Broward Sheriff's Office Lauderdale by the Sea District held a Coffee-With-A-Cop event in the Pavilion from 8 A.M. to 10 A.M. The event was attended by over 30 residents, business owners, and visitors.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2508-000013 (Deputy Seedig)

DATE/TIME: 08/01/25 @ 1935 Hrs.

LOCATION: 100 Block E Commercial Blvd

SUBJECTS: 3 W/M Juveniles

VICTIM: State of Florida

VEHICLE: N/A

INCIDENT: Juvenile Civil Citations (Trespassing After Warning/Obstruction)

SUMMARY: Sgt. Browning was flagged down in reference to a disturbance call at the Pier/Restaurant of a person walking out onto the pier. While trying to obtain information about the incident from the Pier Management and the involved party, several juveniles surrounded deputies, as well as the people mentioned. The juveniles were not involved in the incident but were interrupting while deputies were trying to obtain information about the incident, which caused a disruption in the investigation. The group of juveniles was asked several times to leave but would not stop talking and were very reluctant to leave. Deputy Seedig arrived and instructed the juveniles to also leave, but several refused and became belligerent. Of the group, three were recognized as the leaders/instigators, and one male was taken into custody. Two other males were instructed by Deputy Seedig to sit on the ground and that they were under arrest. The two males immediately refused to comply and fled the area, running away from the scene. Approximately five minutes later, the same two juvenile males returned to the scene and were taken into custody without incident. All three juveniles were transported to the District Office and qualified for the Civil Citation Program. The parents of the juveniles responded to the District Office, and the juveniles were released to their respective parents.

CASE: 13-2508-000036 (Deputy Seedig)

DATE/TIME: 08/03/25 @ 0155 Hrs.

LOCATION: 4345 El Mar Drive

ARRESTEE: Marcos A Fernandez Martinez H/M 04/10/02 (ex-boyfriend)

VICTIM: Cristel Evelyn Vejarvidaurre H/F 07/27/93

VEHICLE: N/A

INCIDENT: Domestic Battery Arrest (Dating Violence)

SUMMARY: The Victim stated she had a verbal argument with her ex-boyfriend, which quickly escalated into a physical altercation. The victim stated her ex-boyfriend grabbed her by the jaw and then struck her face several times with an open hand. The victim expressed her desire to prosecute and gave a taped statement. The ex-boyfriend stated that they had a verbal argument and that he only grabbed her by the jaw to get her attention during the argument. Ex-boyfriend stated he never struck the victim in the face. Both parties confirmed they had been sexually active within the past few months. The ex-boyfriend was arrested and transported to the main jail.

CASE: 13-2508-000106
DATE/TIME: 08/06/25 @ 0836 hours
LOCATION: 4319 North Ocean Drive (Walgreens)
ARRESTEE: Eric Dominguez W/M 5-14-83
VICTIM: Richard Gibbs B/M 3-26-91
INCIDENT: Theft/Credit Card Fraud
SUMMARY: The victim was depositing money in the Navy Federal Credit Union ATM inside Walgreens and accidentally left his card in the machine on August 4th. Multiple charges were noticed on his account on the 4th from Walgreens, Ocean Marts, Target, Dunkin Donuts, CVS, and McDonald's. The total loss is approximately \$600. Video was obtained from Walgreens; however, the suspect's face was not visible in the provided video. Suspect is a W/M wearing a black hat, a black tank top, grey shorts, black footwear, and a tattoo on his right bicep.

Update: Detective Koos identified the suspect via the Town's surveillance cameras. On August 8, 2025, the suspect was located at the 4000 block of N. Ocean Blvd. The suspect had an active warrant for a previous theft and was found to be in possession of cocaine. The suspect was interviewed by Detective Koos and confessed to taking the debit card. The suspect was TOT to the main jail and charged accordingly.

CASE: 13-2508-000224 (Dep Yates)
DATE/TIME: 08/11/2025 @ 1026 hrs.
LOCATION: 4249 Bougainville Drive
VICTIM: John Schlanger, WM DOB: 10/21/1997
VEHICLE: 2007 Toyota, FL Tag BUX97
INCIDENT: Criminal Mischief – Delayed Report
SUMMARY: The Victim reported that an unknown person had slashed his rear tires on his parked vehicle, which caused approximately \$600.00 in damage. The victim said an unknown person(s) slashed the rear tires of his Pickup truck sometime between 07/31/2025 and 08/05/2025 while legally parked. No known suspects, report completed.

CASE: 13-2508-000239 (Deputy Seedig)
DATE/TIME: 08/11/25, (2000 Hours)
LOCATION: 235 E Commercial Blvd. #103 (High-End Cuts Barbershop)
ARRESTEE: Brienne Alexander Lewis, 09-15-84, B/M
VICTIM: Madinabonu Olegovna 07/07/91, H/F
VEHICLE: N/A
INCIDENT: Burglary Business Arrest
SUMMARY: Deputies responded to a report of a Burglary that had just occurred/in progress. Upon arrival, witnesses flagged down Deputies and pointed out the suspect who was leaving the scene. The suspect was detained for investigative purposes. The investigation revealed that the suspect was fired from the business at approximately 7:00 p.m. that evening. The suspect returned to the area and used a metal table to smash the front glass door to the business. Once inside the business, the suspect took a beer, opened it, and exited the business. This was seen by the three witnesses and caught on surveillance video. Detective Genovese took statements from the business owner and witnesses. The suspect was extremely uncooperative and made the statement "I don't answer questions" several times. The suspect was charged with Possession of Burglary Tools and Burglary Business. The suspect was transported to the main jail.

CASE: 13-2508-000444 (Dep Pitulan)
DATE/TIME: 08/19/2025 @ 0504 hrs.
LOCATION: 226 Lake Court
VICTIM: Sean Barr, WM
VEHICLE: Honda Pilot and Hyundai Santa Fe
INCIDENT: Criminal Mischief
SUMMARY: The victims, who are boyfriend and girlfriend, reported that an unknown person, sometime during the night, slashed all four tires (a total of 8 tires) on both vehicles while they were asleep. The victims had no video. One victim reported that he owns a halfway house in Delray Beach and had recently experienced an issue with a young man. He suspects that either this young man or a family member may have been involved in the vandalism.

CASE: 13-2508-000465 (Deputy Pitulan)
DATE/TIME: 08/20/25, (0029 Hours)
LOCATION: 210 Commercial Blvd (Ocean Mist Pub & Bar)
VICTIM 1: W/M Robert Carnes
VICTIM 2: W/M Jeffery Berke
VEHICLE: N/A
INCIDENT: Battery
SUMMARY: The victims had a verbal argument, which escalated into a physical altercation involving both hitting each other with a closed fist. Both victims appeared to be intoxicated. Both victims expressed their desire not to prosecute and completed misdemeanor waivers of prosecution. The incident was documented in a written report of a battery.

CASE: 90-2508-0007478
DATE/TIME: 08/20/25 @ 1540 Hrs.
LOCATION: 5100 Block of Intracoastal Waterway
VICTIM: Juvenile
VEHICLE: N/A
INCIDENT: Aggravated Assault delayed a year
SUMMARY: Deputy Ramcharan responded to 4701 NE 28th Ave, Fort Lauderdale, to assist with an investigation. He learned about a possible delayed aggravated assault that had occurred about a year ago while on a boat in the Intracoastal Waterway. The teenage victim reported that she was involved in a verbal dispute as a passenger on the boat when the owner, another teenager, demanded that she and her companion leave. When she initially refused to comply because she had nowhere to go, the boat owner allegedly grabbed what she believed to be a handgun, pointed it at her, and insisted that she and her friend get off the boat. Fearing for their safety, both girls complied, jumped into the water, and swam ashore. The incident was documented as delayed, and a county case was pulled due to it occurring at an unknown location on the Intracoastal. The matter will be forwarded to the BSO Violent Crimes Unit for follow-up.

CASE: 13-2508-000540
DATE/TIME: 08/22/25 @ 1136 Hrs.
LOCATION: 233 Commercial Blvd
VICTIM: Andy Vanderpool WM 04/15/1997
VEHICLE: N/A
INCIDENT: Bicycle Theft (Attempt)
SUMMARY: An unknown thin B/M, with short hair, mid-20s, wearing a black shirt, blue jeans, carrying a blue backpack, attempted to ride off with the victim's Big Cat electric bicycle while it was parked in front of Laspada's. However, the victim had an alarm and wheel lock on the bicycle, which stopped the suspect from riding off. The victim also confronted the suspect, and the suspect ran off eastbound behind the businesses on Harbor Drive. Report completed, case pending further investigative action.

CASE: 13-2508-000548 (Deputy Figueroa)
DATE/TIME: 8/22/25 17:58
LOCATION: 4641 N Ocean Dr
SUSPECT: James Joseph Fox (W/M 2/1/1967)
VICTIM: Deputy Figueroa / State of Florida
INCIDENT: Assault on LEO / Warrant (Arrest)
SUMMARY: Pompano Beach Fire Rescue responded to a medical service call regarding an individual who had passed out inside an apartment complex. Fire Rescue personnel attempted to assist James Fox, but after waking up, he became belligerent and verbally abusive towards them. As a result, they called for police assistance. Deputy Figueroa later arrived and made contact with Fox, who displayed clear signs of intoxication. Initially, Fox refused to leave the property but eventually complied and walked outside. Once on the sidewalk, he continued to verbally abuse law enforcement. During this interaction, he attempted to strike Deputy Figueroa with his right hand but did not make contact. Fox was placed under arrest for assaulting a law enforcement officer. A teletype check revealed that he had an outstanding warrant for trespassing on private property, with a bond of \$150. He was subsequently transported to the Broward Sheriff's Office main jail without further incident.

CASE: 13-2508-000589 (Deputy Cathcart)
DATE/TIME: 8/24/25 03:08
LOCATION: 1440 S Ocean Blvd
ARRESTEE: Zarko Stankovik (W/M 12/16/75)
VEHICLE: Black 2019 Mazda CX-5 (FL Tag 10DPJM)
INCIDENT: DUI (DUI Task Force Arrest)
SUMMARY: Deputy Cathcart stopped the vehicle mentioned above for speeding. Upon investigation, there were indications of possible DUI. The DUI Task Force was then requested, and Deputy Guzman responded to the scene. Deputy Guzman conducted a roadside investigation, which provided probable cause to arrest Zarko Stankovik for DUI. Stankovik refused to take the breathalyzer test. Deputy Cathcart transported him to the Main Jail. An inventory of the vehicle revealed one magazine containing 16 rounds of ammunition. Deputy Boyian collected the magazine for safekeeping, and the vehicle was subsequently towed.

CASE: 13-2508-000622 (Deputy Seedig)
DATE/TIME: 08/25/25, (2330 Hours)
LOCATION: 1 Commercial Blvd
ARRESTEE: W/M Michael Gregory Garnett, 09-10-1993
VICTIM: State of Florida
VEHICLE: N/A
INCIDENT: Disorderly Intoxication / Obstruction W/O Arrest
SUMMARY: Aruba's manager reported that a suspect was throwing chairs around in the outdoor patio area of the restaurant while other guests were present. These disorderly actions created a dangerous environment and posed a threat to the safety of the patrons. Deputies apprehended the suspect at the 4300 block of N. Ocean Drive and took him into custody without incident. The manager of Aruba arrived on the scene and identified the suspect with 100% certainty. The individual was subsequently arrested and taken to jail.

CASE: 13-2508-000798 (Dep Redl)
DATE/TIME: 08/31/2025 @ 1653 hrs.
LOCATION: 0 Commercial Blvd
Victim: LBTS
VEHICLE: BC Transit Bus, #20001
INCIDENT: Crash (Damage to Town Property)
SUMMARY: The driver of the BCT bus pulled into the town circle at El Mar Drive/Commercial Blvd, and as the driver drove around the circle, the side of the bus hit a concrete traffic barrier. Minor damage to the bus and the traffic barrier. Crash report completed.

MONTHLY ARREST LOGS:

Misd/Fel	Charge		Street
Fel	Robbery by Sudden Snatching	13-2503-000332	4235 Seagrape Dr
Misd	Trespass After Warning	13-2508-000013	100 Commercial Blvd
Misd	Trespass After Warning	13-2508-000013	100 Commercial Blvd
Misd	Trespass After Warning	13-2508-000013	100 Commercial Blvd
Misd	DV Battery	13-2508-000036	4345 El Mar Dr
Misd	Theft of Credit Card	13-2508-000106	4319 N Ocean Dr
Fel	Burglary	13-2508-000239	235 Commercial Blvd
Misd	Assault LEO	13-2508-000548	4641 N Ocean Dr
Misd	DUI	13-2508-000589	1440 S Ocean Blvd
Misd	Disorderly Conduct	13-2508-000622	1 Commercial Blvd

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2024 YTD	2025 YTD
AUTO THEFT	0	0	6	11
BURGLARY-BUSINESS	1	0	2	1
BURGLARY-CONVEYANCE	0	0	13	6
BURGLARY-RESIDENCE	0	1	2	4
BURGLARY-STRUCTURE	0	0	0	2
FORCIBLE SEX	0	0	1	2
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	3	1
HOMICIDE	0	0	0	0
ROBBERY	0	0	2	2
THEFT-GRAND	0	0	16	7
THEFT-PETIT	1	2	35	22
TOTALS	2	3	80	58

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	28
COP Hours Worked - Month	31
COP Patrol Miles - Month	252
COP Hours Worked - YTD	752
COP Patrol Miles - YTD	2267

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	22

COP Beach Patrol Hours – Month	13.5
COP Beach Patrol Hours - YTD	89.5

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

	Month	2025 YTD
Reserve Deputy - Days Worked	13	49
Reserve Deputy - Hours Worked	97.5	359.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The July 2025 Monthly Staffing and Statistical Report is attached.



MONTHLY STAFFING AND STATISTICAL REPORT

LAUDERDALE-BY-THE-SEA DISTRICT

August 31, 2025

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	0	1
Sergeant	4	4	
Deputy Sheriff	19	19	
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	28	27	1

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Captain William Wesolowski	9392	Retired	Retired from BSO after 42 Years of Service
Lt. Christopher Sutter	14701	Promoted	Promoted to Captain of District 13
Sergeant Luis Rivera	12590	Light Duty	Medical

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
			TOTAL	0



Lauderdale by the Sea

Monthly Activity

August 2025

Reports/Calls	
Miscellaneous Service	
Event Reports	33
Accidents	5
Calls for Service	803

Traffic	
Types of Citation	
Non-Moving / Moving Citation	99
Parking	0
Warnings	195
DUI	1
Total Citations	295

Arrests	
Type of Arrest	
Felony	2
Misdemeanor	6
Warrant (Felony)	0
Warrant (Misd.)	0
DUI (Misdemeanor)	1
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	1
Total Arrests	10

Time Worked	
Hours Worked	
Bike Patrol	0
Court Overtime	12
Training Hours	58
Detached	0
Other Overtime	224
Days Worked	31

General	
FI	12
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 12 Miles / 2 Hours
Reserve Deputies worked 13 shifts (97.5 hrs)



Agenda Item No: 7.c.

Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: Christopher Sayer, Fire Inspector

Submitting Department: Administration

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: PBFR August 2025 Report for LBTS

Explanation: PBFD August 2025 report prepared by Fire Inspector Chris Sayer

Recommendation: Accept/Approve

Exhibits:

1. PBFR August 2025 Report for LBTS



POMPANO BEACH
FIRE RESCUE
Bureau of Fire Prevention

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

TO: TOWN MANAGER

FROM: GALLOWAY/SAYER

SUBJECT: PBFR PUBLIC SAFETY REPORT – AUGUST 2025

CC: PETE MCGINNIS

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

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

- Community Event- 0

Plan Reviews and Fees:

Plans Examiner Galloway reports the below statistical data for the month of June:

Type	Amount/Number
Plans Reviewed	10
Square Footage	45,482
Plan Review Revision Fee	\$75
Fire/Rescue Fee	\$0.00
Total Project Cost	\$744,125.00
PBFR Plan Review Fee	\$3,868.75
PBFR Tech Fee	\$77.38
New Constructions	
Annual Inspections	
Meetings	6

Plan Type	Plans Reviewed
30- Apartments	8
28- Hotel	0
90- Site Plan	2
38- Business	0
Grand Total	10

Complaints & Notice of Violation:

Plans Examiner Galloway reports that Complaints for the month of August:

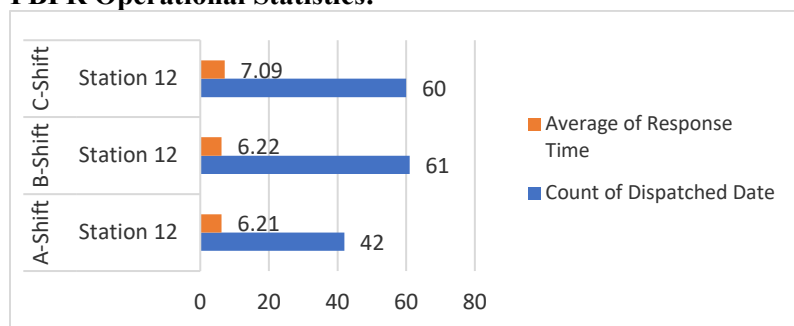
	Assigned	On Going	Completed
08/01/2025 through 08/31/25	0	0	0

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

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

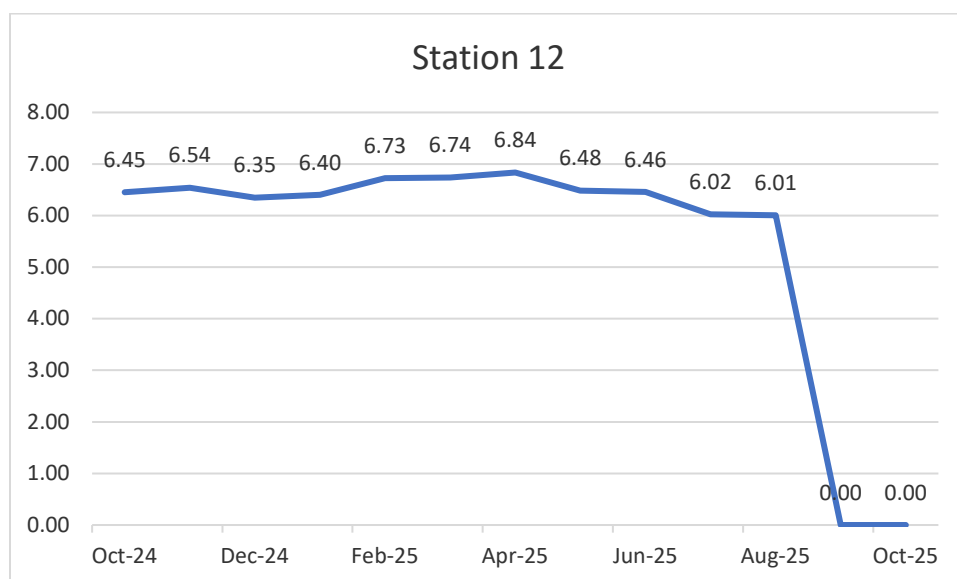
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
Structure Fires	Estimated Property Loss	Civilian Casualty	Civilian Deaths	Total
02 - Residential - Apartments	\$0.00	0	0	0
04 - Other Residential	\$0.00	0	0	0
06 - Public Assembly	\$200,000.00	0	0	0
09 - Stores and Offices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

PBFR Operational Statistics:



Total Calls- 163

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



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

Incident Number	Alarm Date	Response Time	Station	Shift	Apparatus Name	Dispatched Date	Arrival Date	Incident Type
PB250017159	8/1/25 1:52 AM	5.83	Station 12	C-Shift	Q12	8/1/25 1:54 AM	8/1/25 2:00 AM	Unintentional transmission of alarm, other
PB250017199	8/1/25 3:16 PM	5.53	Station 12	A-Shift	R12	8/1/25 3:16 PM	8/1/25 3:21 PM	EMS call, excluding vehicle accident with injury
PB250017223	8/1/25 8:01 PM	4.00	Station 12	A-Shift	R12	8/1/25 8:01 PM	8/1/25 8:05 PM	EMS call, excluding vehicle accident with injury
PB250017229	8/1/25 11:15 PM	5.63	Station 12	A-Shift	Q12	8/1/25 11:17 PM	8/1/25 11:22 PM	Public service assistance, other
PB250017254	8/2/25 10:52 AM	4.83	Station 12	B-Shift	R12	8/2/25 10:52 AM	8/2/25 10:56 AM	EMS call, excluding vehicle accident with injury
PB250017287	8/2/25 6:34 PM	4.70	Station 12	B-Shift	R12	8/2/25 6:34 PM	8/2/25 6:39 PM	EMS call, excluding vehicle accident with injury
PB250017291	8/2/25 7:07 PM	6.90	Station 12	B-Shift	Q12	8/2/25 7:07 PM	8/2/25 7:13 PM	EMS call, excluding vehicle accident with injury
PB250017301	8/2/25 8:59 PM	6.93	Station 12	B-Shift	R12	8/2/25 9:03 PM	8/2/25 9:10 PM	EMS call, excluding vehicle accident with injury
PB250017324	8/3/25 5:01 AM	5.55	Station 12	B-Shift	R12	8/3/25 5:02 AM	8/3/25 5:08 AM	EMS call, excluding vehicle accident with injury
PB250017329	8/3/25 7:51 AM	14.75	Station 12	C-Shift	R12	8/3/25 7:51 AM	8/3/25 8:06 AM	EMS call, excluding vehicle accident with injury
PB250017379	8/3/25 11:17 PM	5.28	Station 12	C-Shift	R12	8/3/25 11:17 PM	8/3/25 11:23 PM	EMS call, excluding vehicle accident with injury
PB250017462	8/5/25 4:13 AM	7.65	Station 12	A-Shift	R12	8/5/25 4:13 AM	8/5/25 4:21 AM	EMS call, excluding vehicle accident with injury
PB250017463	8/5/25 4:30 AM	6.02	Station 12	A-Shift	Q12	8/5/25 4:31 AM	8/5/25 4:37 AM	EMS call, excluding vehicle accident with injury
PB250017463	8/5/25 4:30 AM	6.02	Station 12	A-Shift	Q12	8/5/25 4:31 AM	8/5/25 4:37 AM	EMS call, excluding vehicle accident with injury
PB250017476	8/5/25 8:49 AM	5.77	Station 12	B-Shift	R12	8/5/25 8:53 AM	8/5/25 8:59 AM	EMS call, excluding vehicle accident with injury
PB250017483	8/5/25 10:52 AM	5.12	Station 12	B-Shift	R12	8/5/25 10:52 AM	8/5/25 10:57 AM	EMS call, excluding vehicle accident with injury
PB250017498	8/5/25 1:27 PM	6.12	Station 12	B-Shift	Q12	8/5/25 1:30 PM	8/5/25 1:37 PM	Public service
PB250017513	8/5/25 5:19 PM	5.42	Station 12	B-Shift	R12	8/5/25 5:19 PM	8/5/25 5:25 PM	EMS call, excluding vehicle accident with injury
PB250017536	8/5/25 8:39 PM	4.85	Station 12	B-Shift	R12	8/5/25 8:39 PM	8/5/25 8:43 PM	EMS call, excluding vehicle accident with injury
PB250017551	8/6/25 3:31 AM	7.95	Station 12	B-Shift	R12	8/6/25 3:35 AM	8/6/25 3:43 AM	EMS call, excluding vehicle accident with injury
PB250017569	8/6/25 8:32 AM	3.60	Station 12	C-Shift	R12	8/6/25 8:34 AM	8/6/25 8:38 AM	Accident, potential accident, other
PB250017597	8/6/25 2:26 PM	5.78	Station 12	C-Shift	Q12	8/6/25 2:28 PM	8/6/25 2:34 PM	Alarm system activation, no fire - unintentional
PB250017604	8/6/25 5:36 PM	4.85	Station 12	C-Shift	R12	8/6/25 5:36 PM	8/6/25 5:40 PM	EMS call, excluding vehicle accident with injury
PB250017618	8/6/25 9:08 PM	1.57	Station 12	C-Shift	R12	8/6/25 9:08 PM	8/6/25 9:10 PM	EMS call, excluding vehicle accident with injury
PB250017632	8/7/25 12:39 AM	5.77	Station 12	C-Shift	R12	8/7/25 12:42 AM	8/7/25 12:48 AM	Police matter
PB250017752	8/8/25 12:13 PM	4.40	Station 12	B-Shift	R12	8/8/25 12:15 PM	8/8/25 12:20 PM	EMS call, excluding vehicle accident with injury
PB250017760	8/8/25 12:59 PM	3.55	Station 12	B-Shift	R12	8/8/25 1:14 PM	8/8/25 1:17 PM	EMS call, excluding vehicle accident with injury
PB250017760	8/8/25 12:59 PM	6.62	Station 12	B-Shift	Q12	8/8/25 12:59 PM	8/8/25 1:05 PM	EMS call, excluding vehicle accident with injury

PB250017765	8/8/25 2:08 PM	5.07	Station 12	B-Shift	Q12	8/8/25 2:09 PM	8/8/25 2:14 PM	No incident found on arrival at dispatch address
PB250017773	8/8/25 4:13 PM	5.42	Station 12	B-Shift	R12	8/8/25 4:14 PM	8/8/25 4:19 PM	EMS call, excluding vehicle accident with injury
PB250017802	8/8/25 11:44 PM	5.68	Station 12	B-Shift	Q12	8/8/25 11:44 PM	8/8/25 11:50 PM	Motor vehicle accident with injuries
PB250017802	8/8/25 11:44 PM	16.02	Station 12	B-Shift	R12	8/8/25 11:44 PM	8/9/25 12:00 AM	Motor vehicle accident with injuries
PB250017816	8/9/25 3:48 AM	8.13	Station 12	B-Shift	R12	8/9/25 3:49 AM	8/9/25 3:57 AM	EMS call, excluding vehicle accident with injury
PB250017820	8/9/25 5:12 AM	8.20	Station 12	B-Shift	Q12	8/9/25 5:13 AM	8/9/25 5:22 AM	Alarm system activation, no fire - unintentional
PB250017823	8/9/25 6:43 AM	3.48	Station 12	B-Shift	Q12	8/9/25 6:45 AM	8/9/25 6:49 AM	Detector activation, no fire - unintentional
PB250017834	8/9/25 11:17 AM	6.17	Station 12	C-Shift	R12	8/9/25 11:19 AM	8/9/25 11:25 AM	EMS call, excluding vehicle accident with injury
PB250017842	8/9/25 1:28 PM	5.38	Station 12	C-Shift	Q12	8/9/25 1:29 PM	8/9/25 1:34 PM	Motor vehicle accident with no injuries.
PB250017842	8/9/25 1:28 PM	5.42	Station 12	C-Shift	R12	8/9/25 1:29 PM	8/9/25 1:34 PM	Motor vehicle accident with no injuries.
PB250017849	8/9/25 2:54 PM	5.35	Station 12	C-Shift	Q12	8/9/25 2:56 PM	8/9/25 3:01 PM	Removal of victim(s) from stalled elevator
PB250017857	8/9/25 4:59 PM	3.10	Station 12	C-Shift	Q12	8/9/25 5:01 PM	8/9/25 5:04 PM	Arcing, shorted electrical equipment
PB250017862	8/9/25 5:44 PM	5.37	Station 12	C-Shift	R12	8/9/25 5:44 PM	8/9/25 5:50 PM	EMS call, excluding vehicle accident with injury
PB250017894	8/10/25 4:05 AM	5.70	Station 12	C-Shift	R12	8/10/25 4:05 AM	8/10/25 4:11 AM	EMS call, excluding vehicle accident with injury
PB250017900	8/10/25 7:30 AM	4.08	Station 12	A-Shift	Q12	8/10/25 7:31 AM	8/10/25 7:35 AM	EMS call, excluding vehicle accident with injury
PB250017900	8/10/25 7:30 AM	3.30	Station 12	A-Shift	R12	8/10/25 7:43 AM	8/10/25 7:46 AM	EMS call, excluding vehicle accident with injury
PB250017925	8/10/25 1:26 PM	5.33	Station 12	A-Shift	Q12	8/10/25 1:26 PM	8/10/25 1:31 PM	No incident found on arrival at dispatch address
PB250017925	8/10/25 1:26 PM	4.67	Station 12	A-Shift	R12	8/10/25 1:26 PM	8/10/25 1:31 PM	No incident found on arrival at dispatch address
PB250017925	8/10/25 1:26 PM	13.97	Station 12	A-Shift	BC24	8/10/25 1:26 PM	8/10/25 1:40 PM	No incident found on arrival at dispatch address
PB250017937	8/10/25 5:56 PM	3.13	Station 12	A-Shift	R12	8/10/25 5:56 PM	8/10/25 6:00 PM	EMS call, excluding vehicle accident with injury
PB250017980	8/11/25 9:10 AM	5.60	Station 12	B-Shift	R12	8/11/25 9:13 AM	8/11/25 9:19 AM	EMS call, excluding vehicle accident with injury
PB250018000	8/11/25 2:17 PM	6.22	Station 12	B-Shift	R12	8/11/25 2:17 PM	8/11/25 2:23 PM	EMS call, excluding vehicle accident with injury
PB250018004	8/11/25 2:54 PM	4.95	Station 12	B-Shift	R12	8/11/25 2:54 PM	8/11/25 2:59 PM	EMS call, excluding vehicle accident with injury
PB250018008	8/11/25 4:05 PM	9.73	Station 12	B-Shift	R12	8/11/25 4:05 PM	8/11/25 4:15 PM	EMS call, excluding vehicle accident with injury
PB250018012	8/11/25 5:50 PM	4.88	Station 12	B-Shift	R12	8/11/25 5:50 PM	8/11/25 5:55 PM	EMS call, excluding vehicle accident with injury
PB250018026	8/11/25 8:12 PM	4.43	Station 12	B-Shift	Q12	8/11/25 8:15 PM	8/11/25 8:19 PM	Public service
PB250018026	8/11/25 8:12 PM	4.57	Station 12	B-Shift	R12	8/11/25 8:13 PM	8/11/25 8:18 PM	Public service
PB250018075	8/12/25 2:26 PM	5.40	Station 12	C-Shift	R12	8/12/25 2:26 PM	8/12/25 2:32 PM	EMS call, excluding vehicle accident with injury
PB250018129	8/13/25 8:56 AM	4.68	Station 12	A-Shift	E11	8/13/25 8:56 AM	8/13/25 9:01 AM	EMS call, excluding vehicle accident with injury
PB250018129	8/13/25 8:56 AM	11.28	Station 12	A-Shift	R12	8/13/25 8:56 AM	8/13/25 9:08 AM	EMS call, excluding vehicle accident with injury
PB250018134	8/13/25 9:49 AM	6.67	Station 12	A-Shift	E11	8/13/25 9:51 AM	8/13/25 9:58 AM	No incident found on arrival at dispatch address
PB250018164	8/13/25 3:26 PM	6.97	Station 12	A-Shift	R12	8/13/25 3:26 PM	8/13/25 3:33 PM	EMS call, excluding vehicle accident with injury

PB250018171	8/13/25 4:56 PM	6.68	Station 12	A-Shift	R12	8/13/25 4:56 PM	8/13/25 5:02 PM	EMS call, excluding vehicle accident with injury
PB250018213	8/14/25 9:14 AM	4.13	Station 12	B-Shift	R12	8/14/25 9:14 AM	8/14/25 9:18 AM	Assist invalid
PB250018254	8/14/25 6:05 PM	0.60	Station 12	B-Shift	Q12	8/14/25 6:07 PM	8/14/25 6:08 PM	EMS call, excluding vehicle accident with injury
PB250018254	8/14/25 6:05 PM	2.25	Station 12	B-Shift	R12	8/14/25 6:23 PM	8/14/25 6:25 PM	EMS call, excluding vehicle accident with injury
PB250018256	8/14/25 6:35 PM	3.17	Station 12	B-Shift	Q12	8/14/25 6:36 PM	8/14/25 6:39 PM	EMS call, excluding vehicle accident with injury
PB250018256	8/14/25 6:35 PM	10.15	Station 12	B-Shift	R11	8/14/25 6:35 PM	8/14/25 6:45 PM	EMS call, excluding vehicle accident with injury
PB250018261	8/14/25 7:36 PM	5.07	Station 12	B-Shift	R12	8/14/25 7:38 PM	8/14/25 7:43 PM	EMS call, excluding vehicle accident with injury
PB250018272	8/14/25 11:23 PM	6.67	Station 12	B-Shift	R12	8/14/25 11:23 PM	8/14/25 11:30 PM	EMS call, excluding vehicle accident with injury
PB250018331	8/15/25 6:40 PM	4.48	Station 12	C-Shift	Q12	8/15/25 6:42 PM	8/15/25 6:46 PM	Alarm system sounded due to malfunction
PB250018333	8/15/25 7:10 PM	4.77	Station 12	C-Shift	Q12	8/15/25 7:11 PM	8/15/25 7:16 PM	Alarm system sounded due to malfunction
PB250018335	8/15/25 7:29 PM	2.63	Station 12	C-Shift	Q12	8/15/25 7:30 PM	8/15/25 7:33 PM	Alarm system activation, no fire - unintentional
PB250018356	8/16/25 12:25 AM	7.75	Station 12	C-Shift	R12	8/16/25 12:25 AM	8/16/25 12:33 AM	EMS call, excluding vehicle accident with injury
PB250018370	8/16/25 7:02 AM	5.75	Station 12	A-Shift	R12	8/16/25 7:02 AM	8/16/25 7:08 AM	No incident found on arrival at dispatch address
PB250018384	8/16/25 10:01 AM	4.33	Station 12	A-Shift	R12	8/16/25 10:01 AM	8/16/25 10:05 AM	EMS call, excluding vehicle accident with injury
PB250018402	8/16/25 2:39 PM	5.03	Station 12	A-Shift	R12	8/16/25 2:39 PM	8/16/25 2:44 PM	EMS call, excluding vehicle accident with injury
PB250018413	8/16/25 5:58 PM	5.57	Station 12	A-Shift	Q12	8/16/25 6:01 PM	8/16/25 6:06 PM	No incident found on arrival at dispatch address
PB250018413	8/16/25 5:58 PM	5.57	Station 12	A-Shift	Q12	8/16/25 6:01 PM	8/16/25 6:06 PM	No incident found on arrival at dispatch address
PB250018445	8/17/25 9:33 AM	4.12	Station 12	B-Shift	R12	8/17/25 9:34 AM	8/17/25 9:38 AM	EMS call, excluding vehicle accident with injury
PB250018466	8/17/25 1:59 PM	4.25	Station 12	B-Shift	Q12	8/17/25 2:10 PM	8/17/25 2:15 PM	No incident found on arrival at dispatch address
PB250018466	8/17/25 1:59 PM	4.25	Station 12	B-Shift	Q12	8/17/25 2:10 PM	8/17/25 2:15 PM	No incident found on arrival at dispatch address
PB250018464	8/17/25 2:00 PM	4.62	Station 12	B-Shift	R12	8/17/25 2:00 PM	8/17/25 2:05 PM	Motor vehicle accident with injuries
PB250018473	8/17/25 3:56 PM	5.52	Station 12	B-Shift	Q12	8/17/25 3:57 PM	8/17/25 4:02 PM	Removal of victim(s) from stalled elevator
PB250018494	8/18/25 2:00 AM	6.82	Station 12	B-Shift	Q12	8/18/25 2:03 AM	8/18/25 2:10 AM	Assist invalid
PB250018513	8/18/25 9:47 AM	7.85	Station 12	C-Shift	BC24	8/18/25 9:50 AM	8/18/25 9:58 AM	Public service assistance, other
PB250018513	8/18/25 9:47 AM	3.25	Station 12	C-Shift	Q12	8/18/25 9:50 AM	8/18/25 9:54 AM	Public service assistance, other
PB250018513	8/18/25 9:47 AM	7.85	Station 12	C-Shift	BC24	8/18/25 9:50 AM	8/18/25 9:58 AM	Public service assistance, other
PB250018513	8/18/25 9:47 AM	3.25	Station 12	C-Shift	Q12	8/18/25 9:50 AM	8/18/25 9:54 AM	Public service assistance, other
PB250018540	8/18/25 3:32 PM	6.60	Station 12	C-Shift	Q12	8/18/25 3:33 PM	8/18/25 3:40 PM	Removal of victim(s) from stalled elevator
PB250018565	8/18/25 9:37 PM	9.38	Station 12	C-Shift	R12	8/18/25 9:37 PM	8/18/25 9:46 PM	EMS call, excluding vehicle accident with injury
PB250018566	8/18/25 9:57 PM	5.35	Station 12	C-Shift	R11	8/18/25 9:59 PM	8/18/25 10:04 PM	EMS call, excluding vehicle accident with injury
PB250018567	8/18/25 10:13 PM	4.02	Station 12	C-Shift	R12	8/18/25 10:16 PM	8/18/25 10:20 PM	EMS call, excluding vehicle accident with injury
PB250018570	8/18/25 11:58 PM	6.23	Station 12	C-Shift	R12	8/18/25 11:59 PM	8/19/25 12:05 AM	EMS call, excluding vehicle accident with injury

PB250018622	8/19/25 3:21 PM	5.17	Station 12	A-Shift	E24	8/19/25 3:21 PM	8/19/25 3:26 PM	EMS call, excluding vehicle accident with injury
PB250018622	8/19/25 3:21 PM	10.63	Station 12	A-Shift	R12	8/19/25 3:21 PM	8/19/25 3:31 PM	EMS call, excluding vehicle accident with injury
PB250018622	8/19/25 3:21 PM	10.63	Station 12	A-Shift	R12	8/19/25 3:21 PM	8/19/25 3:31 PM	EMS call, excluding vehicle accident with injury
PB250018625	8/19/25 4:29 PM	2.57	Station 12	A-Shift	R12	8/19/25 4:29 PM	8/19/25 4:31 PM	EMS call, excluding vehicle accident with injury
PB250018658	8/20/25 1:37 AM	6.07	Station 12	A-Shift	R12	8/20/25 1:37 AM	8/20/25 1:43 AM	EMS call, excluding vehicle accident with injury
PB250018663	8/20/25 6:30 AM	7.90	Station 12	A-Shift	Q12	8/20/25 6:32 AM	8/20/25 6:40 AM	EMS call, excluding vehicle accident with injury
PB250018688	8/20/25 12:48 PM	1.50	Station 12	B-Shift	R12	8/20/25 12:49 PM	8/20/25 12:50 PM	Person in distress, other
PB250018692	8/20/25 1:37 PM	6.53	Station 12	B-Shift	R12	8/20/25 1:37 PM	8/20/25 1:44 PM	EMS call, excluding vehicle accident with injury
PB250018744	8/21/25 2:27 AM	9.88	Station 12	B-Shift	Q12	8/21/25 2:28 AM	8/21/25 2:38 AM	Public service
PB250018750	8/21/25 6:15 AM	8.18	Station 12	B-Shift	Q12	8/21/25 6:17 AM	8/21/25 6:25 AM	No incident found on arrival at dispatch address
PB250018758	8/21/25 9:12 AM	4.97	Station 12	C-Shift	R12	8/21/25 9:13 AM	8/21/25 9:18 AM	Gas leak (natural gas or LPG)
PB250018758	8/21/25 9:12 AM	26.40	Station 12	C-Shift	HM53	8/21/25 9:16 AM	8/21/25 9:42 AM	Gas leak (natural gas or LPG)
PB250018758	8/21/25 9:12 AM	16.50	Station 12	C-Shift	BC24	8/21/25 9:13 AM	8/21/25 9:29 AM	Gas leak (natural gas or LPG)
PB250018758	8/21/25 9:12 AM	13.45	Station 12	C-Shift	E11	8/21/25 9:13 AM	8/21/25 9:26 AM	Gas leak (natural gas or LPG)
PB250018758	8/21/25 9:12 AM	10.68	Station 12	C-Shift	E24	8/21/25 9:13 AM	8/21/25 9:24 AM	Gas leak (natural gas or LPG)
PB250018758	8/21/25 9:12 AM	8.72	Station 12	C-Shift	R11	8/21/25 9:13 AM	8/21/25 9:22 AM	Gas leak (natural gas or LPG)
PB250018758	8/21/25 9:12 AM	4.97	Station 12	C-Shift	R12	8/21/25 9:13 AM	8/21/25 9:18 AM	Gas leak (natural gas or LPG)
PB250018758	8/21/25 9:12 AM	26.40	Station 12	C-Shift	HM53	8/21/25 9:16 AM	8/21/25 9:42 AM	Gas leak (natural gas or LPG)
PB250018758	8/21/25 9:12 AM	17.90	Station 12	C-Shift	S53	8/21/25 9:17 AM	8/21/25 9:35 AM	Gas leak (natural gas or LPG)
PB250018758	8/21/25 9:12 AM	16.50	Station 12	C-Shift	BC24	8/21/25 9:13 AM	8/21/25 9:29 AM	Gas leak (natural gas or LPG)
PB250018758	8/21/25 9:12 AM	13.45	Station 12	C-Shift	E11	8/21/25 9:13 AM	8/21/25 9:26 AM	Gas leak (natural gas or LPG)
PB250018758	8/21/25 9:12 AM	10.68	Station 12	C-Shift	E24	8/21/25 9:13 AM	8/21/25 9:24 AM	Gas leak (natural gas or LPG)
PB250018758	8/21/25 9:12 AM	8.72	Station 12	C-Shift	R11	8/21/25 9:13 AM	8/21/25 9:22 AM	Gas leak (natural gas or LPG)
PB250018777	8/21/25 12:35 PM	3.83	Station 12	C-Shift	Q12	8/21/25 12:37 PM	8/21/25 12:41 PM	Defective elevator, no occupants
PB250018784	8/21/25 1:15 PM	6.05	Station 12	C-Shift	Q12	8/21/25 1:15 PM	8/21/25 1:21 PM	Smoke detector activation due to malfunction
PB250018820	8/21/25 9:59 PM	4.75	Station 12	C-Shift	Q12	8/21/25 9:59 PM	8/21/25 10:04 PM	Motor vehicle/pedestrian accident (MV Ped)
PB250018820	8/21/25 9:59 PM	4.48	Station 12	C-Shift	R12	8/21/25 9:59 PM	8/21/25 10:03 PM	Motor vehicle/pedestrian accident (MV Ped)
PB250018860	8/22/25 11:40 AM	5.13	Station 12	A-Shift	Q12	8/22/25 11:42 AM	8/22/25 11:47 AM	Municipal alarm system, malicious false alarm
PB250018875	8/22/25 3:21 PM	6.02	Station 12	A-Shift	R12	8/22/25 3:21 PM	8/22/25 3:27 PM	EMS call, excluding vehicle accident with injury
PB250018881	8/22/25 4:12 PM	5.93	Station 12	A-Shift	Q12	8/22/25 4:13 PM	8/22/25 4:19 PM	Arcing, shorted electrical equipment
PB250018890	8/22/25 5:48 PM	4.22	Station 12	A-Shift	R12	8/22/25 5:50 PM	8/22/25 5:54 PM	Police matter
PB250018920	8/23/25 12:04 AM	6.55	Station 12	A-Shift	R12	8/23/25 12:07 AM	8/23/25 12:13 AM	EMS call, excluding vehicle accident with injury

PB250018954	8/23/25 10:57 AM	5.38	Station 12	B-Shift	R12	8/23/25 10:58 AM	8/23/25 11:04 AM	EMS call, excluding vehicle accident with injury
PB250018975	8/23/25 3:47 PM	5.32	Station 12	B-Shift	R12	8/23/25 3:49 PM	8/23/25 3:54 PM	EMS call, excluding vehicle accident with injury
PB250018992	8/23/25 9:59 PM	6.92	Station 12	B-Shift	Q12	8/23/25 10:02 PM	8/23/25 10:09 PM	EMS call, excluding vehicle accident with injury
PB250018992	8/23/25 9:59 PM	8.37	Station 12	B-Shift	R12	8/23/25 10:00 PM	8/23/25 10:09 PM	EMS call, excluding vehicle accident with injury
PB250019013	8/24/25 8:49 AM	4.73	Station 12	C-Shift	R12	8/24/25 8:49 AM	8/24/25 8:53 AM	EMS call, excluding vehicle accident with injury
PB250019021	8/24/25 11:21 AM	2.68	Station 12	C-Shift	R12	8/24/25 11:21 AM	8/24/25 11:24 AM	EMS call, excluding vehicle accident with injury
PB250019047	8/24/25 4:00 PM	0.42	Station 12	C-Shift	R12	8/24/25 4:00 PM	8/24/25 4:01 PM	EMS call, excluding vehicle accident with injury
PB250019048	8/24/25 4:04 PM	7.55	Station 12	C-Shift	R11	8/24/25 4:04 PM	8/24/25 4:12 PM	EMS call, excluding vehicle accident with injury
PB250019048	8/24/25 4:04 PM	7.55	Station 12	C-Shift	R11	8/24/25 4:04 PM	8/24/25 4:12 PM	EMS call, excluding vehicle accident with injury
PB250019060	8/24/25 8:30 PM	3.13	Station 12	C-Shift	Q12	8/24/25 8:33 PM	8/24/25 8:36 PM	Assist invalid
PB250019064	8/24/25 9:38 PM	4.18	Station 12	C-Shift	R12	8/24/25 9:38 PM	8/24/25 9:42 PM	EMS call, excluding vehicle accident with injury
PB250019072	8/25/25 4:13 AM	4.58	Station 12	C-Shift	R12	8/25/25 4:13 AM	8/25/25 4:17 AM	EMS call, excluding vehicle accident with injury
PB250019090	8/25/25 8:57 AM	3.70	Station 12	A-Shift	R12	8/25/25 8:57 AM	8/25/25 9:01 AM	EMS call, excluding vehicle accident with injury
PB250019096	8/25/25 9:59 AM	7.73	Station 12	A-Shift	R12	8/25/25 9:59 AM	8/25/25 10:07 AM	EMS call, excluding vehicle accident with injury
PB250019103	8/25/25 11:19 AM	4.62	Station 12	A-Shift	Q12	8/25/25 11:20 AM	8/25/25 11:25 AM	No incident found on arrival at dispatch address
PB250019112	8/25/25 1:00 PM	8.58	Station 12	A-Shift	E63	8/25/25 1:00 PM	8/25/25 1:09 PM	EMS call, excluding vehicle accident with injury
PB250019112	8/25/25 1:00 PM	10.43	Station 12	A-Shift	R12	8/25/25 1:00 PM	8/25/25 1:10 PM	EMS call, excluding vehicle accident with injury
PB250019130	8/25/25 4:58 PM	5.60	Station 12	A-Shift	R12	8/25/25 4:59 PM	8/25/25 5:05 PM	EMS call, excluding vehicle accident with injury
PB250019146	8/25/25 8:57 PM	6.53	Station 12	A-Shift	R12	8/25/25 8:57 PM	8/25/25 9:03 PM	EMS call, excluding vehicle accident with injury
PB250019160	8/26/25 4:30 AM	6.07	Station 12	A-Shift	Q12	8/26/25 4:30 AM	8/26/25 4:36 AM	Assist invalid
PB250019171	8/26/25 7:52 AM	7.95	Station 12	B-Shift	R12	8/26/25 7:52 AM	8/26/25 8:00 AM	EMS call, excluding vehicle accident with injury
PB250019175	8/26/25 8:28 AM	7.28	Station 12	B-Shift	Q12	8/26/25 8:30 AM	8/26/25 8:37 AM	Alarm system activation, no fire - unintentional
PB250019178	8/26/25 9:27 AM	10.95	Station 12	B-Shift	Q12	8/26/25 9:28 AM	8/26/25 9:39 AM	Alarm system activation, no fire - unintentional
PB250019184	8/26/25 10:36 AM	12.03	Station 12	B-Shift	Q12	8/26/25 10:38 AM	8/26/25 10:50 AM	Alarm system activation, no fire - unintentional
PB250019192	8/26/25 12:04 PM	12.62	Station 12	B-Shift	Q12	8/26/25 12:04 PM	8/26/25 12:16 PM	EMS call, excluding vehicle accident with injury
PB250019192	8/26/25 12:04 PM	4.85	Station 12	B-Shift	R11	8/26/25 12:27 PM	8/26/25 12:31 PM	EMS call, excluding vehicle accident with injury
PB250019199	8/26/25 1:53 PM	3.90	Station 12	B-Shift	R12	8/26/25 1:55 PM	8/26/25 1:59 PM	EMS call, excluding vehicle accident with injury
PB250019231	8/26/25 9:30 PM	5.88	Station 12	B-Shift	R12	8/26/25 9:32 PM	8/26/25 9:37 PM	EMS call, excluding vehicle accident with injury
PB250019247	8/27/25 7:19 AM	5.37	Station 12	C-Shift	R12	8/27/25 7:19 AM	8/27/25 7:25 AM	EMS call, excluding vehicle accident with injury
PB250019304	8/28/25 6:56 AM	4.75	Station 12	C-Shift	Q12	8/28/25 6:56 AM	8/28/25 7:01 AM	Public service
PB250019348	8/28/25 7:16 PM	4.83	Station 12	A-Shift	R12	8/28/25 7:16 PM	8/28/25 7:21 PM	EMS call, excluding vehicle accident with injury
PB250019394	8/29/25 9:35 AM	5.00	Station 12	B-Shift	R12	8/29/25 9:36 AM	8/29/25 9:41 AM	EMS call, excluding vehicle accident with injury

PB250019446	8/29/25 9:01 PM	8.28	Station 12	B-Shift	Q12	8/29/25 9:02 PM	8/29/25 9:10 PM	Public service
PB250019453	8/29/25 10:02 PM	6.43	Station 12	B-Shift	R12	8/29/25 10:03 PM	8/29/25 10:10 PM	EMS call, excluding vehicle accident with injury
PB250019466	8/30/25 4:56 AM	9.63	Station 12	B-Shift	Q12	8/30/25 4:56 AM	8/30/25 5:06 AM	EMS call, excluding vehicle accident with injury
PB250019512	8/30/25 6:59 PM	3.15	Station 12	C-Shift	R12	8/30/25 7:00 PM	8/30/25 7:03 PM	EMS call, excluding vehicle accident with injury
PB250019517	8/30/25 8:14 PM	5.62	Station 12	C-Shift	Q12	8/30/25 8:15 PM	8/30/25 8:21 PM	Detector activation, no fire - unintentional
PB250019519	8/30/25 8:27 PM	4.88	Station 12	C-Shift	R12	8/30/25 8:28 PM	8/30/25 8:33 PM	EMS call, excluding vehicle accident with injury
PB250019522	8/30/25 8:53 PM	5.55	Station 12	C-Shift	R12	8/30/25 8:53 PM	8/30/25 8:59 PM	EMS call, excluding vehicle accident with injury

***Closest unit response- R12 was called for a rescue call outside of Lauderdale by the Sea or another station had to come into Lauderdale by the Sea.**





Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: Ken Rubach, Interim Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation:

BSO Savings

We have been notified by BSO that there were cost savings of \$39,175 with our contract this year due to leveraging quantity discounts for the purchase of new radios. We thank our law enforcement partners for their efforts in saving our residents these funds.

Job Study Update — HRCC

In March 2023, the Town contracted with HR Compensation Consultants, LLC (HRCC) to review the existing pay plan. HRCC worked with the Town to identify the most appropriate organizations for comparison, and a new plan was adopted on June 23, 2023.

While the previous Job & Pay Study focused primarily on salaries, this upcoming study will place greater emphasis on positions and organizational structure. The purpose is to prepare for staffing changes expected over the next five years and to address the Town's growing operational needs.

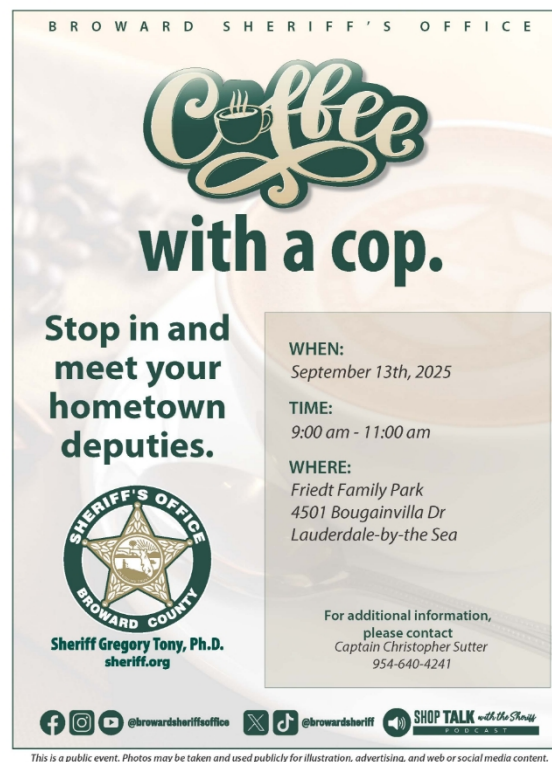
If approved, the consultant will begin pre-planning with staff in November 2025, with a final report expected in March 2026. The total cost of the study is \$15,750, which includes both a pay study and a job description assessment for the Town Manager position.

Friedt Park Playground Grand Opening/Coffee with a Cop

After several months of enhancements and renovations, we are excited to welcome everyone to come and enjoy the new Friedt Family Park on Saturday, September 13th. From 9:00AM - 11:00AM the park will reopen to the public, as well as feature a morning with music, face painting, and other family fun.

Our Town's BSO team will also be onsite hosting their Coffee with a Cop gathering. Come congratulate the recently promoted Captain Sutter, meet our new Lieutenant, Lieutenant Chris Palamara, and get to know the faces of the Town's public safety team.

We look forward to seeing everyone there!



New District Executive Officer

Please join me in welcoming Lt. Christopher Palamara as our new BSO District Executive Officer. He began his law enforcement career with the Broward County State Attorney's Office in 2001 as an Assistant State Attorney, serving in the Juvenile, County Court and Felony Divisions. After a year in private practice, he joined the Broward Sheriff's Office in 2008 and was assigned to road patrol in the Pompano Beach District. He joined the S.W.A.T. team in 2010. In 2014, he was promoted to sergeant and served as a shift supervisor in the Central Broward/Lauderdale Lakes District before serving the Training Division as BSO Rangemaster. In 2019, he launched the BSO Real Time Crime Center, serving for nearly three years before briefly returning to patrol supervision in Pompano Beach. In 2021, he was promoted to Lieutenant in the capacity of Countywide Watch Commander through February 2023. After briefly serving as a shift lieutenant in Deerfield Beach District, he was chosen to serve as the Executive Officer in the City of Tamarac District in April 2023. In July 2024, Lieutenant Palamara was assigned as Executive Officer of the Training Division, where he supervised the Advanced Training Section. Most recently, in March of 2025, Lt Palamara stepped in to lead the Tamarac district as acting Captain.

Lt. Palamara holds a Bachelor of Arts Degree with Honors in Political Science from the University of North Carolina at Chapel Hill and a Juris Doctor from the University of Florida, Frederic G Levin College of Law. He is a member of the Florida Bar. Lt. Palamara is also a graduate of the Northwestern University School of Police Staff and Command – Class 584 and

FBI-LEEDA, earning the Trilogy Award. He is also a Florida CJSTC-certified firearms instructor.

Permit Digitalization Update

Over the past 3 months, our vendor, First Choice Digital (FCD), recently completed digitizing a pallet of permits containing approximately 6,000 large plan pages. Permits digitized by FCD were scanned and uploaded to our digital filing software (Laserfiche) with over 99.99% accuracy. A big thank you for our Development Services Team for their continued efforts in streamlining their departmental operations.

Town Attorney Rate Increase for FY26

The current agreement with Weiss, Serrota, Helfman, Cole, & Bierman to serve as the Town Attorney for Lauderdale-By-The-Sea includes a blended and discounted governmental, hourly rate of \$265.23 per hour of attorney time which began on October 1, 2024. The retainer agreement specifies they may obtain a 3% increase on each October 1. Their hourly rate will increase to \$273.19 effective October 1, 2025.

WastePro Annual Increase

As per Section 6.8.2, "CPI Increase", of the franchise agreement between WastePro and the Town, the contract provides for an annual rate adjustment based on changes in the Consumer Price Index (CPI) for All Urban Consumers, Miami/Fort Lauderdale Region, specific to Garbage and Trash Collection.

According to the published data, the CPI Index (CPI-W Garbage & Trash Collection) shows a 7.07% increase. However, under the terms of the Town's contract, the maximum allowable increase is 5%. This increase will take effect on October 1, 2025, resulting in an additional \$1.40 per month for single-family, duplex, and multifamily cart collection. The 5% adjustment will also apply to the cost of servicing commercial and residential dumpsters, as well as compactors. The new rates will be posted on the Town's website.

Upcoming Meetings

- Regular Commission Meeting (Fire Assessment Rate) Friday, September 12, 2025 at 5:02PM
- 2nd Budget Hearing Wednesday, September 24, 2025 at 5:01PM
- Regular Commission Meeting Wednesday, September 24, 2025 at 6:30PM
- Code Compliance Hearing Thursday September 25, 2025 at 5:00PM

Recommendation: N/A

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: Courtney Easley, Acting Town Clerk/Assistant to Town Manager

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title:

- Approval of Minutes for July 8, 2025, July 22, 2025 & August 8, 2025 Regular Town Commission Meetings ; July 29, 2025 Special Town Commission Meeting;

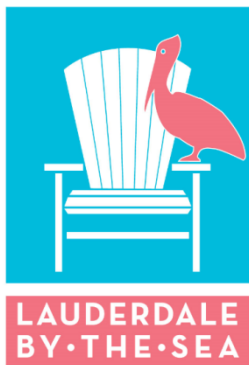
Explanation: Approval of Minutes for:

- Regular Town Commission Meetings: July 8, 2025, July 22, 2025 and August 8, 2025
- Special Town Commission Meeting on July 29, 2025

Recommendation: Accept/Approve

Exhibits:

1. July 8, 2025 Regular Town Commission Meeting Minutes
2. July 22, 2025 Regular Town Commission Meeting Minutes
3. July 29, 2025 Special Town Commission Meeting Minutes
4. August 8, 2025 Regular Town Commission Meeting Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
Jarvis Hall
4505 N. Ocean Drive
Tuesday, July 8, 2025
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:33 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Deputy Town Manager/Public Works Director Ken Rubach, Town Attorney Susan L. Trevarthen, Director of Budget and Finance Lucila Lang, Assistant Director of Budget and Finance Edner St. Jean, Development Services Director Jhanelle Campbell, Assistant to the Town Manager Courtney Easley, Events and Marketing Manager Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors stated that the Community Center will be inactive for two weeks from July 17 through August 11, 2025. She recognized the work of Community Center Director Armelio Bien-Aime in managing its uses and programming.

Town Manager Connors recalled that at a previous Town Commission meeting, the Commission approved an amendment to the Broward County transportation surtax agreement, which required approval by 51% of the County's population in order to take effect. The amendment has now been approved and the Town is working with the County on the possibility of participating in a grant match program. Changes to rehabilitation, maintenance, and microtransit initiatives are expected. The Town anticipates receiving approximately \$119,000.

At a previous meeting, Commissioner Graziano had requested an estimate from Florida Power and Light (FPL) for costs associated with the undergrounding of utility lines. Town Staff requested that these costs be broken down by neighborhood. These costs are listed in the Staff Report.

The Town's two budget hearings are scheduled for September 10 and September 24, 2025.

Public notice is now posted on the Town's website as well as the Broward County Legal Notices website. Notices include information on upcoming meetings, Ordinances, and procurement opportunities.

The Ocean Mart convenience store on A1A was found to be in violation of state and local laws related to alcohol sales to minors. These were documented by the Florida Division of Alcoholic Beverages and Tobacco, as well as by the Broward Sheriff's Office (BSO). The Special Magistrate has imposed a fine of \$5,000 per incident, which totals a penalty of \$15,000.

Town Manager Connors reviewed the following upcoming meetings:

- Planning and Zoning Board: Thursday, July 10, 2025
- Mayor/Town Manager meeting: Monday, July 14, 2025
- Town Commission meeting: Tuesday, July 22, 2025
- Special Magistrate meeting: Thursday, July 24, 2025

Commissioner DeNapoli addressed FPL costs for undergrounding, recalling that at a presentation to the Commission at a previous meeting, options had included being considered a community of need, grant funding opportunities, or allowing communities to fund this work themselves. He recommended that the Town continue seeking grant opportunities.

Commissioner DeNapoli also requested clarification of what would happen to Ocean Mart if the business does not pay its fine. Town Manager Connors replied that the Town would be able to place a lien on the property.

Commissioner Graziano also addressed FPL, stating that he had hoped the Town's vulnerable communities would be identified as such by the utility. As they were not, he has reached out to FPL to schedule a meeting in July 2025, which will include Florida Senator Jason Pizzo and Florida Representative Chip LaMarca. The Town is requesting inclusion of vulnerable communities such as the Bel Air and Terra Mar neighborhoods in FPL's Storm Secure Underground Program (SSUP).

Mayor Malkoon noted that the cost of undergrounding all the Town's neighborhoods is estimated at nearly \$18 million.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen advised that her office continues to review new legislation and will work with Town Staff on how to respond.

Vice Mayor Strauss congratulated the Town Attorney on a recent interview regarding the protection of home rule for Florida municipalities. Town Attorney Trevarthen explained that this interview addressed the recently signed Senate Bill (SB) 180, which essentially strips municipalities of home rule over land use and zoning powers from August 1, 2024 through October 1, 2027.

Town Attorney Trevarthen added that her firm is also evaluating the possibility of a basis for challenging SB 180, as other municipalities have expressed interest in pursuing a challenge. The new law affects the Town's ability to change its own laws by amending standards or procedures related to development. If any changes made by a municipality are considered more restrictive or burdensome, the municipality may not make the change. The terms "restrictive" and "burdensome" are not defined by the law.

10. APPROVAL OF MINUTES

a. Approval of Minutes for June 10 and June 24, 2025

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

None.

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Vice Mayor Strauss passed along compliments he had received regarding the Town's 4th of July festival and events.

Commissioner Pouloupoulos recognized local elected officials who participated in the 4th of July event, as well as the work of Town Staff in making this event a success.

Commissioner Graziano noted that he attended a recent Chamber of Commerce ribbon-cutting ceremony for a new business. He also thanked members of the Audit Committee for their assistance in the selection of a CPA firm for the Town, which includes preparation of a request for proposal (RFP).

Commissioner Graziano congratulated Broward Sheriff's Office (BSO) Captain Bill Wesolowski on his upcoming retirement, and thanked him for his leadership. He added that he will follow up with FPL on the issue of undergrounding utilities in vulnerable

neighborhoods, and encouraged residents to attend the Town's upcoming budget hearings.

Commissioner Graziano also advised that there were issues regarding late-night fireworks in the Terra Mar neighborhood, and urged restraint within the Town's residential communities.

Commissioner DeNapoli recognized Town Staff and 4th of July Chair Commissioner Pouloupoulos for the success of the holiday event, congratulated Captain Wesolowski on his upcoming retirement, and thanked Community Center Director Armelio Bien-Aime for his work for the Town.

Mayor Malkoon also congratulated Town Staff and participants on the success of the 4th of July event and thanked Captain Wesolowski for his service to the Town. He also thanked the Town's Charter Review Board, the Town Attorney, and Town Staff on their recent work.

16. ORDINANCES 1ST READING

None.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2025-29 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN, DESCRIBING THE METHOD OF ASSESSING FIRE PROTECTION ASSESSED COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN'S GEOGRAPHICAL BOUNDARIES, KNOWN AS FIRE PROTECTION ASSESSMENT AREA-TOWNWIDE; ESTABLISHING THE ESTIMATED RATES FOR FIRE PROTECTION SERVICES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; PROVIDING FOR AN INCREASE IN RATES FOR FIRE PROTECTION SERVICES; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL FOR FIRE PROTECTION

ASSESSMENT AREA-TOWNWIDE; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

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

Director of Budget and Finance Lucila Lang recalled that the Town received formal notice of termination of its contract with Pompano Beach Fire Rescue (PBFR). PBFR has asked the Town to increase its costs for fire protection services to between \$3 million and \$5 million. The Town plans to budget \$3.6 million for this purpose, with 60% of that cost charged to the Fire Fund. The remaining 40% will apply to Emergency Medical Services (EMS), which will come from the General Fund.

Residential and commercial Fire Assessment rates are currently \$175.37 for residential properties and 24 cents per square foot for commercial properties. Based on the above calculations, Staff recommends a 73% increase, which will raise these rates to \$303.39 for residential properties and 45 cents per square foot for commercial properties.

Commissioner DeNapoli addressed the proposed increase for EMS, which is \$920,000, representing a 177% increase. This is due to PBFR's notification of termination of services. He noted that the division of 60% of this increase from the Fire Fund and 40% from the General Fund is regulated by the state of Florida.

Commissioner DeNapoli requested additional information on whether the proposed figures are based on the personnel who provide services for the Town or are instead calculated by a formula. Director of Budget and Finance Lang confirmed that these are real costs.

Commissioner DeNapoli also noted that the Town's contract with PBFR was for \$1.4 million as well as a 5% annual increase. Director of Budget and Finance Lang confirmed that this was a 15-year contract between PBFR and the Town; however, the contract included a termination clause allowing PBFR to opt out with six months' notice, followed by the provision of services for two years at their real rate. This type of clause is typical of governmental contracts.

Commissioner DeNapoli observed that the proposed services include costs such as overtime. It also refers to the allocation of \$150,000 for any consulting services necessary

to review a public/private partnership (PPP) submittal. Director of Budget and Finance Lang explained that Staff anticipates charges associated with a PPP including attorneys' and/or financial advisors' fees.

Town Attorney Trevarthen recalled that the Commission held a workshop for the discussion of PPPs which acknowledged the need to front any expenses of this nature even though they may be reimbursed by the bidder at a later date.

Commissioner DeNapoli asked why the Commission was asked to vote on the Fire Assessment at this time, as it will not take effect before October 1, 2025. Director of Budget and Finance Lang replied that the Town is required to approve its first non-ad valorem Fire Assessment by its first meeting in July, with the final vote to be held in September 2025. This is a statutory requirement.

Commissioner DeNapoli asked what would happen if the Commission does not vote on the proposed increase at this time. Town Attorney Trevarthen replied that the Town could vote to approve a lesser amount; however, this would mean they will be unable to pay for Fire services through the Fire Assessment, which would require the additional expense to come from the Town's General Fund.

Commissioner DeNapoli recalled that the Town's contract with PBFR included an annual 5% rate increase. Town Attorney Trevarthen advised that the issue in this case is PBFR's decision to terminate the contract, which opens up the contingencies of providing services for six months at the contractual rate, followed by up to two years at cost.

Commissioner DeNapoli asserted that PBFR did not provide the Town with a reason for the termination of its services. Town Attorney Trevarthen noted that this is separate from the Fire Assessment, which serves as a mechanism to create revenue. The contract applies to how that revenue is spent.

Commissioner DeNapoli asked why a vote is necessary if the Fire Assessment is a required action. Town Attorney Trevarthen replied that this process is written into Florida Statutes. It is intended to provide public notice so people are aware of the Assessment and may comment upon it.

Commissioner DeNapoli concluded that he was frustrated by contracts which may include maximum increases or a certain time frame, but can be circumvented by the actions of one of the parties. He recommended exploration of additional negotiations, clarifications,

or other options, including the possibility of the Town establishing its own Fire services, as part of the Commission's service to their constituents.

Commissioner Graziano expressed concern that the Commission can take action to approve contracts with vendors who may choose not to honor those contracts. He cited contracts with PBFR as well as BSO as examples. He added that the fiscal year (FY) 2026 budget also reflects a 15% increase in Florida Retirement System (FRS) payments, which is dictated by the state.

Commissioner Graziano continued that the Town is faced with considering other vendors, such as other nearby municipalities, because contract law appears to work differently between governmental entities than it works between private businesses. He concluded that this leaves taxpayers vulnerable.

Commissioner Pouloupoulos also expressed frustration with the termination of the PBFR contract, which had seemed to be a positive step for the Town at the time. He was also in favor of considering all possibilities on how to remedy the situation, preferably well within the two-year time frame in which PBFR would continue to provide services at cost.

Mayor Malkoon asked if there is a difference in costs for the last few months before FY 2026 begins. Director of Budget and Finance Lang explained that Pompano Beach has indicated that beginning in July 2025, they will bill the Town at actual costs. The Town has not yet received an invoice at cost, which means she could not estimate how much the invoice may be. The Town would pay this invoiced amount from the Fire Fund.

Mayor Malkoon commented that the Commission plans to do its best to minimize any additional taxes or fees that must be paid for services. He recalled that he had been advised to consider different methodologies for the calculation of these fees or costs, but noted that this would not be possible for the FY 2026 budget.

Mayor Malkoon also recalled that when PBFR approached the Town, they had offered their own rates and assured the Commissioners and the Town that they would be able to provide services at those rates. Some residents had expressed concern that those rates were not sustainable; however, the rates were approved by Pompano Beach's governing body as well as the Town's. Alternative rates offered by other nearby municipalities had been significantly higher. He was also in favor of considering other options.

Mayor Malkoon concluded that the Fire Assessment will be brought forward once more at a later date during the budget process.

Commissioner Pouloupoulos asked if the Town is aware of the type of invoice it will receive from PBFR for costs in July 2025, such as an itemized breakdown. Deputy Town Manager/Public Works Director Rubach confirmed this. Commissioner Pouloupoulos asked if the Town has a benchmark from other providers to which the invoiced costs can be compared. Deputy Town Manager/Public Works Director Rubach replied that the majority of the costs will consist of the hourly rates for personnel, with other costs including equipment maintenance, fuel, and additional components. The Town will be able to compare these costs with those of other providers.

Town Manager Connors further clarified that the Town received termination notice from PBFR during the middle of January 2025, which means the costs will not begin to be calculated on July 1. A more accurate picture of monthly costs will be available beginning in August.

Commissioner Pouloupoulos asked if the Town will be able to compare invoiced rates to PBFR's costs for providing services to Pompano Beach. Town Manager Connors stated that the contract specifies that only actual costs, and not upcharges, will apply. Staff will review the invoice once it is provided. She noted that Staff has also spoken with representatives of Matrix Consulting, which previously prepared an analysis of the Town's Volunteer Fire Department (VFD), to ensure they can assist with the Town's transition.

Commissioner Pouloupoulos asserted that his intent was to ensure that the hourly rates charged to the Town are consistent to what PBFR's personnel are paid by their own municipality. Deputy Town Manager/Public Works Director Rubach confirmed that these costs are expected to be provided.

Commissioner DeNapoli suggested one option may be the creation of a fire district for multiple coastal communities.

Vice Mayor Strauss made a motion, seconded by Commissioner Pouloupoulos, to approve. Motion carried 3-2 (Commissioners DeNapoli and Graziano dissenting).

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

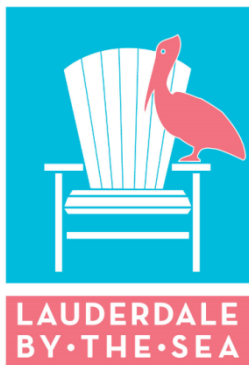
Lauderdale-By-The-Sea
Regular Town Commission Meeting
July 8, 2025

With no other business to come before the Commission at this time, the meeting was adjourned at 7:21 p.m.

Mayor Edmund Malkoon

ATTEST:

Courtney Easley~~Katrina Adler~~, Acting Town Clerk
____ Date



TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
Jarvis Hall
4505 N. Ocean Drive
Tuesday, July 22, 2025
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:37 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Deputy Town Manager/Public Works Director Ken Rubach, Town Attorney Susan L. Trevarthen, Director of Budget and Finance Lucila Lang, Assistant Director of Budget and Finance Edner St. Jean, Development Services Director Jhanelle Campbell, Assistant to the Town Manager/Acting Town Clerk Courtney Easley, and Events and Marketing Manager Katie Anderson.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Mayor Malkoon requested that Item 19.a be deleted from the Agenda.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Police Chief Fernando Gajate of Sea Ranch Lakes explained that the village is installing cameras manufactured by Flock Safety and hoped to place some of the devices on Poinciana Street and Pine Avenue in Lauderdale-By-The-Sea. The cameras are solar-powered and can be installed on poles or buildings. He asked if cameras could be installed facing westward on Poinciana Street and facing eastward on Pine Avenue. The

cameras' range would view activity in both Sea Ranch Lakes and Lauderdale-By-The-Sea.

The poles proposed for installation would be roughly 16 ft. tall and would be located in front of a private residence. The cameras are able to pan, tilt, zoom, and track activity until it is out of the frame. Sea Ranch Lakes would maintain cameras and poles for the duration of a three-year lease with Flock Safety. Recorded activity and real-time information would be provided to responding Police Officers.

Mayor Malkoon asked if Broward Sheriff's Office (BSO) personnel would also have access to the cameras. Chief Gajate confirmed this. Mayor Malkoon recommended seeking permission from the residents on whose property the poles would need to be installed. He also expressed concern with privacy, as the cameras would point toward private homes, and asked if the homes could be shielded. Chief Gajate replied that the scope of the cameras can be adjusted, emphasizing that the cameras would be used to catch vehicles entering/leaving the area.

Commissioner Pouloupoulos agreed that the scope should be limited. He asked if law enforcement would have exclusive access to the system. Chief Gajate replied that the video information is for law enforcement purposes only, and all employees who work at the Sea Ranch Lakes gatehouse are aware they cannot share any information gathered. He emphasized that the scope of the cameras' view could be altered, noting that poles could also be installed in swales rather than on private property.

Chief Gajate continued that most cameras would point at Sea Ranch Lakes' southern wall. Four cameras would also be installed at Ocean Bay Club to cover parking lots as well as the village's northern wall. Much of the vegetation along the Sea Ranch Lakes side of the wall would be removed.

Commissioner Pouloupoulos recommended limiting the cameras' view to the street and the wall. Chief Gajate confirmed that law enforcement personnel would establish the scope of the cameras to protect residents' privacy. He added that BSO personnel would be invited to review the cameras' parameters.

Commissioner Pouloupoulos asked if BSO and the Sea Ranch Lakes Police Department have collaborated on the monitoring of Pine Avenue in a manner that may not require 24-hour, seven-day surveillance. Chief Gajate replied that Sea Ranch Lakes is limited in its ability to patrol the area and it cannot be covered around the clock. The intent of the camera installation is to lessen vulnerabilities on both sides of the wall.

Commissioner Pouloupoulos concluded that while he was in favor of the idea, he was concerned with the method and reiterated that residents in the area should be directly informed. Chief Gajate stated that he would share this information in whatever way the Town Commission felt was most prudent.

Deputy Town Manager/Public Works Director Ken Rubach advised that the proposed poles would most likely be installed within the Town's right-of-way, which would require an inter-local agreement. He cautioned that any installation would require resident approval, and recommended that if private property owners indicate their willingness to have cameras and poles installed, the Town Attorney would need to draft the appropriate documents for the agreement. Chief Gajate stated that Flock Safety provides templates for permission which could be submitted to the Town for review.

Commissioner Graziano suggested that consent forms be obtained from each resident and shared with Town Staff. He was in favor of the proposal.

Town Manager Linda Connors stated that Town Staff would coordinate with Sea Ranch Lakes staff to provide a survey to residents on the affected streets in order to seek approval from the owners of the specific properties where the poles are proposed or which could be subject to surveillance.

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

7. PUBLIC SAFETY PRESENTATION

a. BSO June 2025 Public Safety Report

BSO Lieutenant Christopher Sutter reported that the Employee of the Month is Deputy Brann Redl, who apprehended an individual responsible for damage to private property. Two burglary conveyances also occurred in June 2025. BSO attended the Town's Dive Into Summer event.

Mayor Malkoon asked if leads in the incidents described were related to the use of BSO's camera system. Lieutenant Sutter confirmed that this system was helpful in both cases.

Vice Mayor Strauss thanked Lieutenant Sutter for previously providing information that helped Town senior residents secure Ring cameras at no cost.

b. PBFR June 2025 Public Safety Report

Captain Chris Sayer of Pompano Beach Fire Rescue reported that there were 176 calls during the month of June, with an average response time of 6.5 minutes. Station 12 received 10 calls outside Lauderdale-By-The-Sea.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Connors stated that local Eagle Scouts have installed a stand containing 10 U.S. Coast Guard-approved life jackets in a range of sizes at the El Prado Park portal, where they may be used and returned by guests at no cost. The initiative was funded from the Florida Division of Child Services and coordinated through Safe Kids Broward. She recognized Assistant to the Town Manager Courtney Easley for her work on this project.

The Town continues to seek a new vendor for Fire and Emergency Medical Services (EMS). A meeting has been scheduled with Fort Lauderdale in August 2025. The Town has also reached out to Matrix Consulting Group to request a proposal for the preparation of a report that would provide the costs and guidelines of establishing a Fire Department in Lauderdale-By-The-Sea. A quote will be brought before the Commission when available.

The Town issued an invitation to bid to complete work on the proposed 75th Anniversary Garden in front of the Public Works building. As there were no responses to the request, the Town has contacted a local landscaping company and is awaiting their proposal for the project, which is expected by the end of July. This item will be brought before the Commission in August 2025.

Mayor Malkoon asked if the Town could include the Anniversary Garden in the bid for work on El Prado Park. Deputy Town Manager/Public Works Director Ken Rubach confirmed that this is an option, but noted that it would delay the El Prado project and modify its cost.

Members of the community have coordinated an event in support of Kerr County, Texas, which recently experienced tragic flooding. An event is planned at Mickey's Downtown

Bistro from 4 p.m. until 9 p.m. on July 23, 2025, including raffles, auctions, and donation opportunities to raise funds.

In 2024, the Town was awarded a \$200,000 grant from the Florida Department of Environmental Protection's Resilient Florida Program. The grant will be used toward the completion of a Town-wide vulnerability assessment, which will provide information that can be used to support future grant opportunities.

There is no Town Commission meeting scheduled for August 12, 2025.

b. April 2025 Finance Report

c. May 2025 Finance Report

Director of Budget and Finance Lucila Lang recalled that there had been discussion of investments at previous Commission meetings. The Town currently has two significant investments: \$3 million with the State Board of Administration (SBA) and \$2 million with South State Bank. At present, there are reserves in the Parking Fund that could also be invested, depending upon how the Commission wishes to proceed with the fiscal year (FY) 2026 budget.

Director of Budget and Finance Lang also reported that the Town has received the Fire/EMS invoices from PBFR for both July and August 2025. There are no changes to those invoices; the Town continues to be charged \$128,625.

The Town's audit services request for proposal (RFP) has been reviewed by the Audit Selection Committee and the Town Attorney, and will be posted by the end of the week.

Mayor Malkoon noted that information was requested from the Town by Florida's Department of Government Efficiency (DOGE) on July 11, 2025. This information was transmitted as requested.

Commissioner DeNapoli noted that DOGE has assessed up to \$450 million in additional ad valorem taxes in Broward County since 2020, which represents an increase of roughly 45%. The request from this Department asked for access to the physical premises, data systems, and responsive personnel in Broward County and its municipalities. He stated that he was in favor of Florida's DOGE as a means to keep track of the use of taxpayer dollars.

Commissioner Graziano thanked Director of Budget and Finance Lang for her work on the search for a certified public accountant (CPA). He also recommended that the Commission schedule time to review donation requests from nonprofit entities, as he did not want this review to become time-consuming during the budget process.

Director of Budget and Finance Lang advised that in FY 2026, Staff has proposed \$68,500 in donation requests, which is consistent with the amount approved in FY 2025. These requests will come before the Commission at their August 26, 2025 meeting unless Staff is otherwise directed. Town Manager Connors noted that the requests total over \$100,000.

Commissioner DeNapoli asked if the August 26 meeting will allow nonprofit agencies to present their requests to the Commission. Director of Budget and Finance Lang clarified that no such meetings or presentations are scheduled, which is consistent with the Commission's request in FY 2025.

Mayor Malkoon read the following statement into the record at this time:

I appreciate the time and respectfully ask for your attention, as this forum is the only opportunity I have to speak directly and openly with all of you at once. On Wednesday, July 9, I visited Town Hall at 2 p.m. with the intent of speaking with the Town Manager. Upon arrival, I was surprised that Town Hall was largely unstaffed. The only individuals present were Jodi at the front desk, Courtney, and Sue. That is all. When I spoke with Sue, she was kind enough to assist me in trying to determine who was available.

This led me to question whether Human Resources was even aware that so many Staff members were offsite. While I am aware that the Town Clerk works remotely on Wednesdays, I was unaware of the reasons for the multiple others. I think it is important to emphasize that I did not express my frustration to or question Staff directly, as required by our Charter. I reached out to the Town Manager via text for clarification and received no response. Over an hour and a half later, she sent a general message to all of us here, indicating that she would be out of town that weekend. I replied asking whether her absence was included that Wednesday, and requested that [this] be documented appropriately. Again, no response.

On Friday, I sent an email to the Town Manager and to the Town Attorney raising concerns regarding HR procedures. I respectfully asked for clarification on several items, citing prior instances of questionable terminations and severance payments to previous Managers. I also inquired about staffing levels, questioning whether

our current workload justifies the number of employees, or if we are possibly overstaffed. If so, what can she do to save us money on payroll? I further requested transparency regarding work-from-home schedules and what technological measures are in place to ensure accountability when employees work remotely. Additional questions include matters of Town Hall security and proposed improvements, such as electronic access card readers, which could help monitor and protect our facilities while also providing a log of building access, as well as instantly deactivating if an employee is no longer present.

I also asked about the financial impact of bringing Code Enforcement back in-house. We were told this would save money, and I would like to see those figures validated.

These are fair, appropriate, and necessary questions. Any Commissioner has the right, and indeed the duty, to ask them on behalf of the public, as it is our fiduciary responsibility; yet I have been met with silence. At last Monday's Mayor/Manager Open House, I was surprised by the Town Manager's combative attitude. She was visibly agitated and suggested I had no business being in Town Hall during that visit. I reminded her that it was a weekday during normal business working hours, and I have every right to be present and to seek a conversation with her at any time. Eventually I was told that Staff would provide me with a formal written response. I asked, Why must Staff speak on behalf of the Town Manager? Why can't she respond directly to these questions herself? Now it is over a week later after that and still no response.

Let me be clear: this pattern of evasiveness is not just frustrating, it is disrespectful. It is an insubordinate action from a Town employee. In hindsight, this doesn't seem to be an isolated incident, with other Commissioners both past and present having issues when they inquire on things. This behavior undermines the authority of the Commission and, more importantly, the trust of our residents. The Town Manager serves at the pleasure of this Commission. We do not serve at her pleasure. We offer competitive salaries and benefits to our Staff. In return, we expect professionalism, transparency, and a high standard of administrative performance.

At this point, I must express that I have lost confidence in our Town Manager's leadership. The lack of communication, accountability, and operational oversight is unacceptable. I invite my fellow Commissioners to reflect on their own experiences. If I am off-base, I welcome that discussion, but if others share these concerns, then we must have this discussion and act accordingly if needed.

That said, I will be proposing changes to our Charter language regarding the qualifications and oversight of the Town Manager position. I will also be recommending reforms to the Town Manager review process, which I believe is currently structured in a way that nearly guarantees a favorable evaluation regardless of performance.

We owe it to the residents of Lauderdale-By-The-Sea to ensure our government is effective, responsive, and well-managed. That starts with an honest evaluation and decisive leadership from all of us.

Town Manager Connors addressed the Mayor's statement, noting that the previous week, she sent an extensive email to the Mayor, Commission, Town Attorney, and the executive team which addressed the Mayor's questions. She recalled that the Mayor's email had specifically requested that answers be provided in writing. Mayor Malkoon advised that he had not received this response and requested that the email be forwarded to him. He added that he did not perceive the questions he had asked to require a significant response or a delay.

Town Manager Connors also apologized for her attitude at the previous week's Open House event.

Town Attorney Susan Trevarthen stated that she had forwarded the Town Manager's email, which was dated July 15, 2025.

Commissioner Graziano commented that many of the Town's practices do not rise to the level of best practices, and he felt there was room for improvement. He added that he found Town Staff to be very competent and willing to provide better services; however, he pointed out that there seemed to be no accountability for Staff signing in or out, and employees working from home should be able to demonstrate their availability.

Commissioner Graziano also addressed the Town's budget, stating that he had met with the Director and Assistant Director of Budget and Finance as well as the Town Manager. He expressed concern that it was not possible to precisely determine the cost of operating specific Departments due to the occurrence of transfers. He recalled that when he raised this concern, he was informed that he may not understand government finance issues.

Commissioner Graziano commented that he felt best practices for all Town Departments were the only way to proceed due to the projects and financial challenges facing the Town

in the future. He expressed concern with the requirement that full Commission discussions may occur only on the dais. He also noted that Commissioners are asked to submit written Agenda requests in advance of meetings; however, he did not feel these requests are consistently given appropriate attention by Staff when the Agendas are prepared.

Commissioner Pouloupoulos observed that the Town Manager serves at the pleasure of the Town Commission. While he did not have firsthand knowledge of the concerns raised by the Mayor, he asserted that it is the Mayor's place to be within Town Hall at any time to see that the Town is operating properly. He recommended that this be further clarified to ensure a functioning Town government for the taxpayers' benefit.

Commissioner DeNapoli recalled that he has made requests for action on behalf of residents, which he did not feel were responded to within a reasonable time frame. He also felt the Town Manager's review process should be amended, and that there should be checks and balances to all positions. He agreed that best practices are important to the Town's success.

Vice Mayor Strauss commented that he also did not receive the email response from the Town Manager to the Mayor and Commissioners, which meant he had not previously been aware of the issues described in the Mayor's statement. He suggested that this issue could have been discussed between the Mayor and Town Manager prior to tonight's meeting; however, he asserted that he did not wish to further comment or make a decision until he knows more about the situation.

Vice Mayor Strauss continued that he has not personally experienced any communication issues with the Town Manager, and pointed out that discussing meeting agendas with the Town Manager or other Staff members often addresses questions he might raise during Commission meetings, as he cannot discuss the agendas with his fellow elected officials. He concluded that in the future, the ability to communicate should be enhanced.

Commissioner DeNapoli confirmed that he had just received the Town Manager's email, which was forwarded by the Town Attorney. He had not received it at the time it was sent. Town Manager Connors confirmed that she would look into this.

Commissioner Graziano also addressed communication, stating that when he had proposed the inclusion of Town neighborhoods in Florida Power and Light's (FPL's) Storm Secure Underground Program (SSUP), he had not been informed by Town Staff that three representatives of FPL would come to the Town to discuss this further. He pointed

out that he has championed this issue and should have been informed that the FPL representatives would be present.

Commissioner Graziano continued that he responds to all residents who write to him with questions, sometimes referring them to the appropriate Town Department to address their concerns. He stated that the Town Manager had advised him that he cannot write directly to a member of Town Staff to direct their actions, to which he had advised that he was referring those items to Staff rather than providing them with direction. He felt his responses to Town residents were consistent with best practices.

Town Manager Connors addressed the Mayor's and Commission's comments, acknowledging that she should have responded immediately when the Mayor had contacted her on Wednesday, July 9, 2025. She recalled that the Commission had previously approved a work-from-home policy which allowed the Town Clerk to work from home on Wednesdays. She noted that other Staff members work from home on Wednesdays as well.

Town Manager Connors continued that she does not have a scheduled day on which she works from home, but estimated that she works from home roughly once each month. While working from home on July 9, she was available by phone to Town Staff. She noted that some members of Town Staff were working at Town Hall that day but may have been briefly outside the offices on Town business or on breaks. Public Works and Development Services Staffs were both present in other Town buildings or in the field.

Town Manager Connors added that she had not intended to suggest the Mayor should not be present in Town Hall, and apologized for any misunderstanding to that effect. She also took issue with comments made by the Mayor during that discussion.

Town Manager Connors continued that prior to her tenure as Town Manager, the Town did not have any Human Resources Staff. The Town had changed the appropriate job description when the current Human Resources professional was hired. The Assistant to the Town Manager is certified for Human Resources work, and a previous Human Resources professional continues to assist Town Staff in this Department.

Town Manager Connors reiterated that the Commission approved a work-from-home policy at their January 28, 2025 meeting. She emphasized the work done by Town Staff, particularly in salaried positions that require more than 40 hours' work per week. The current policy allows these positions greater flexibility.

In addition, Town Staff has not grown significantly, with the exception of adding one Staff member to the Code Compliance Department in order to improve the Code program as recommended by the Commission. The current savings after less than one year are \$128,000, with an estimated savings of nearly \$70,000 in the next year's budget, not including the cost of vacation rental software.

Town Manager Connors concluded that the email addresses many of the other concerns raised by the Mayor, including an estimate for key fobs that would allow Staff access to Town buildings and sites. She encouraged the Commissioners to contact her individually with any additional questions.

Town Manager Connors added that as of tonight's meeting she would advise Town Staff that they would no longer work from home. Mayor Malkoon stated that the current work-from-home policy was approved by the Commission, and changing it was not a solution he had recommended.

Commissioner Graziano asked if the Town's HR professional has access to a software system that records employees signing in or out of work. Town Manager Connors explained that non-salaried employees use this system to check in and out, as overseen by their supervisors. Commissioner Graziano stated that all employees, not only those who are non-salaried, should be similarly accountable, whether they are working from home, in the field, or in Town offices, as a best practice. He was in favor of appropriately tracking this activity.

The Commission took a brief recess at this time.

9. TOWN ATTORNEY REPORT

Town Attorney Trevarthen recalled that she has previously addressed the Commission with concerns regarding Senate Bill (SB) 180, which was recently signed into law by the Governor. She will bring a proposed Resolution before the Commission at the August 26, 2025 meeting which provides information on a potential challenge to this legislation brought by several local governments.

Town Attorney Trevarthen further clarified that while SB 180 addresses emergency management, it also includes a provision which strips local governments of their legislative authority with respect to land use and zoning retroactive to August 2024 and through October 1, 2027. She emphasized the importance of land use and zoning to home

rule, noting that the legislation is challenged on the basis of the 1968 Florida Constitution as well as various other bases.

Town Attorney Trevarthen advised that coordinated challenges to legislation have been issued in the past by local governments. She pointed out that this action is only taken when there is significant local interest in proceeding. Additional information will be emailed to the Commission in advance of the August 26 meeting. Because the Town has not accrued any litigation expenses this year, there are ample funds in that portion of the budget for the Town to buy into the prospective suit.

At this time Vice Mayor Strauss introduced the new owner and the new general manager of Restaurant 101.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

- a. Resolution 2025-31 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE OF A REPLACEMENT PUMP FOR THE SEAGRAPE LIFT STATION FROM TOM EVANS ENVIRONMENTAL, INC., IN THE AMOUNT NOT TO EXCEED OF \$40,768.22; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Deputy Town Manager/Public Works Director Rubach explained that the Town currently owns two lift stations which are maintained by the city of Pompano Beach. This pump is located at the master lift station on Seagrape Drive, which moves waste to the force main for transportation to Broward County's wastewater treatment facility.

Two pumps typically act in a primary role, with a third pump that is available on an emergency basis. At present, one pump is not functioning. Due to its age, replacement is recommended rather than repair. The vendor is holding this equipment for the Town until they can prepare a purchase order for it.

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

b. FY 26 CIP

Deputy Town Manager/Public Works Director Rubach provided an overview of the FY 2026 Capital Improvement Program (CIP), which was discussed at the June 8, 2025 Commission budget workshop. The proposed paving of El Mar Drive was removed from the CIP by Commission consensus, resulting in a savings of approximately 25%.

The CIP includes the following items:

- CIP personnel expenses, which include Staff time invested in the Program by the Town Manager, Deputy Town Manager/Public Works Director, and Finance Department
- Modification of sanitary sewer manholes following the paving of A1A by the Florida Department of Transportation (FDOT)
- Final beach renourishment payment to Broward County
- Beach portal construction, which is currently in the design phase; this project will replace two portals
- El Prado Park improvements, for which a design was approved earlier in the year; this item funds the construction phase of the project
- Roadway paving to be evaluated in the fall
- Storm sewer lining to prevent pipe failures
- West Plaza refurbishments, including the replacement of bollard lighting and provision of additional signage
- Bougainvillea Drive/Poinciana Street stormwater design; this is a 53-week project that will roll over into FY 2027, with construction beginning in FY 2026

Deputy Town Manager/Public Works Director Rubach recalled that earlier in tonight's meeting, the Mayor had suggested determining whether or not the 75th Anniversary Garden could be added to the scope of this project. The addition of this component would require Commission authorization.

Mayor Malkoon recalled an earlier discussion of the savings that would be necessary to keep the Town's millage rate the same as in FY 2025. Town Manager Connors explained that \$472,000 would need to be transferred to the CIP to help cover the \$3.9 million cost of that Program. Staff recommends transferring \$700,000 from the CIP carry-over, \$472,000 from the General Fund if the millage rate remains the same, \$2 million from the General Fund to unencumbered funds, and \$730,000 from the Parking Fund to the CIP.

The Commission approved the FY 2026 CIP by consensus. Deputy Town Manager/Public Works Director Rubach advised that it would be brought back to the Commission for final approval during the scheduled budget hearing.

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner Graziano stated that the Chamber of Commerce recently held a well-attended event at Sea Watch on the Ocean.

Vice Mayor Strauss noted the recent passing of musicians Ozzy Osbourne and Peter Yarrow.

Mayor Malkoon expressed condolences for the recent passing of resident Joanne Hoffman. He added that a fundraiser for Texas' Camp Mystic, which experienced tragedy in recent flood events, will be held at Mickey's Downtown Bistro on July 23, 2025, and recognized the Chamber of Commerce and the Wild Berry Salon for their organization of the event.

Mayor Malkoon continued that he plans to attend the League of Mayors/Cities Conference in August 2025.

16. ORDINANCES 1ST READING

None.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2025-30 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ESTABLISHING A PROPOSED MILLAGE RATE FOR THE 2025/2026 FISCAL YEAR; PROVIDING FOR THE DATE, TIME, AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

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

Director of Budget and Finance Lang explained that this Resolution establishes the Town's tentative millage rate for FY 2026. The rate set at tonight's meeting represents the maximum millage rate that can be adopted; it can be lowered at the second and final budget hearing, but cannot be increased.

The proposed FY 2026 budget reviewed at the July 8, 2025 workshop was developed based on maintenance of the current millage rate, which is 3.9235. This budget would reflect net ad valorem tax revenue of approximately \$14.29 million, which represents a 5.48% increase over FY 2025. The Town is statutorily required to budget 95% of projected gross revenues.

Staff requests Commission direction on two items:

- Setting the tentative millage rate for FY 2026
- Confirming the date and time for the first public budget hearing, which is currently scheduled for September 10, 2025 at 5:30 p.m.; while the date cannot be changed, the time may be modified to no earlier than 5:01 p.m.

Commissioner DeNapoli commented that the 5.48% increase in property taxes yielded an additional \$742,937 for the Town, and there has been a favorable variance in interest

earnings of nearly \$273,000. He added that although the Commission approved reducing the CIP by nearly \$1 million with the removal of the El Mar Drive paving project, the proposed millage rate remains the same. He concluded that he would vote against the proposed maximum rate of 3.9235 as a means to hold the line against governmental spending.

Commissioner DeNapoli made a motion to propose a maximum millage rate of 3.9.

Vice Mayor Strauss advised that the millage rate represents approximately 21% of residents' total tax bill; for example, a tax bill of \$1,000 would provide the Town with \$221. Other funds included in the millage rate go toward expenses such as the school district, the Hillsboro Inlet district, hospital districts, and other expenditures that do not fund the Town. He stated that he felt it was important to maintain the current millage rate of 3.9235 in order to continue what has been provided over the last year.

Vice Mayor Strauss concluded that Lauderdale-By-The-Sea has maintained the third-lowest millage rates in Broward County for FY 2025. These dollars are used to provide services, including public safety and other programming for the community.

Commissioner Graziano stated that he did not yet know what a millage rate of 3.9 would mean in comparison to the proposed rate of 3.9235, or in terms of the budget discussions. Director of Budget and Finance Lang advised that the millage rate of 3.9235 would result in net taxes of \$14,291,556; reducing the rate to 3.9000 would yield \$14,205,956, a difference of \$85,600.

Director of Budget and Finance Lang reminded the Commissioners that BSO's contract will increase by over \$838,000, while EMS costs are set to increase by over \$920,000 and insurance is expected to increase by a minimum of 12%. The Florida Retirement System (FRS) payment will increase by approximately 15% as well.

Commissioner Pouloupoulos commented that he had considered how the Town might reach the rolled back rate for the FY 2026 budget. He noted that the Town's Parking Fund has seen a year-over-year increase for most months in 2025, and asked how these dollars could be used to offset some of the Town's pending costs.

Town Manager Connors advised that Staff is keeping track of what is coming in the future, including possible increases to Florida's homestead exemption which would significantly affect the Town. BSO also plans an additional increase after FY 2026, and the Town

anticipates an increase in EMS services as well. EMS is funded by ad valorem taxes rather than by the Town's Fire assessment fee.

Town Manager Connors also noted the CIP, which includes planning funds for the Poinciana/Bougainvilla drainage project. While the Town plans to apply for grant funds for this project, similar applications have been vetoed two years in a row. This drainage project alone is expected to cost over \$4 million. She concluded that Staff has been cautious in recommending spending from the Parking Fund in order to ensure a millage rate decrease would not be followed by an increase the next year.

Commissioner Pouloupoulos explained that he was interested in the Parking Fund because it consistently produces significant revenue. He added that the Town will soon be facing required drainage projects. He concluded that keeping the tax rate the same may mean finding a happy medium between the rolled back rate and the proposed rate of 3.9235.

Mayor Malkoon requested clarification of the amount budgeted to EMS in FY 2026. Director of Budget and Finance Lang advised that this amount is \$519,680 plus an increase of \$920,000, totaling approximately \$1.4 million. 60% of what is charged for Fire/EMS services comes from the Fire Fund.

Mayor Malkoon recalled that the city of Pompano Beach recently negotiated an extension of their contract with BSO to increase payments over two years rather than one, and asked if the Town might consider similar plans. Town Manager Connors replied that she has spoken with BSO to express the Town's dissatisfaction with their lack of negotiation when presenting their increase, and plans to meet with their executive team in August. She suggested that a representative of the Commission may wish to attend this meeting as well in order to discuss options.

Town Manager Connors continued that BSO has indicated its intent to require an increase in 2027 as well as in 2026. Pompano Beach's contract with BSO expires in 2026, which led to their request for an extension; Lauderdale-By-The-Sea's contract expires in 2027, which may affect BSO's willingness to negotiate. She recalled that BSO has previously indicated that they may break up the increase recommended by their salary study over two years, which would mean a lesser increase in FY 2026 is likely to result in a greater increase in FY 2027.

Town Manager Connors noted that if the Town reduces its millage rate and the state of Florida increases its homestead exemption, this could mean the Town would be facing

difficulty if a larger increase comes the following year. If items are cut from the budget, she recommended reconsidering CIP projects or revisiting the Town's Memorandum of Understanding (MOU) with BSO, which costs an additional \$100,000 per year.

Commissioner DeNapoli reiterated that his proposal was for a small decrease which would force renegotiation with vendors, whom he felt would still be interested in serving the Town even at a lower rate. He added that any further homestead exemption increase by the Florida Legislature would be unlikely to take effect before calendar year 2027. He concluded that while the Commission has saved the Town hundreds of thousands of dollars since the previous year, the proposed millage rate remains the same.

Commissioner Graziano observed that the proposed millage rate of 3.9235 would be the maximum rate, and suggested that it is likely the Commission may reduce this rate later on during the budget process. Director of Budget and Finance Lang confirmed that the rate may be lowered in September if that is the Commission's desire. Commissioner Graziano suggested that Staff provide scenarios between now and September showing what could be cut in order to lower the rate to 3.9 or 3.8.

Vice Mayor Strauss encouraged the Commission to establish the maximum rate at 3.9235, with the possibility of reducing that rate during later discussions. He pointed out that the Commission serves the Town by ensuring the provision of services, including heightened Police services during specific times of the year. Decreasing these additional services would result in a lower level of safety.

Commissioner Pouloupoulos addressed the CIP, noting that projects such as the West Plaza refurbishments and improvements to both the Town's parks could be revisited to save funds. He suggested that the \$500,000 budgeted to enhance lights and signage in the West Plaza be reduced.

Commissioner Pouloupoulos added that the Town's height restrictions prevent the addition of greater density, which prevents a significant increase to the tax base. He felt the Town should be considerate of the projects it takes on now and in the future.

Commissioner Pouloupoulos made a motion to set the millage rate at 3.8.

Commissioner DeNapoli advised that he had not recommended reducing either services or safety, and asserted that a reduction would not have to come from services.

Commissioner DeNapoli seconded the motion.

Director of Budget and Finance Lang clarified that the rolled back rate would be 3.7241.

Town Attorney Trevarthen noted that it is typically difficult and expensive for local governments to increase the millage rate over what is initially adopted. She suggested that there are two procedural ways to lower this rate: voting to approve a lower rate, which would leave the Town legally incapable of adapting to any additional changes that may occur before September, or directing Staff to bring back a budget premised on a proposed lower rate.

Commissioner Poulopoulos noted that the difference in the budget under the rolled back rate would be \$253,458, and asked if removing the West Plaza project from the CIP would be sufficient to achieve this savings. Director of Budget and Finance Lang explained that the Town's General Fund expenses total \$18,511,098, which represents an increase of \$2 million over FY 2025. The proposed millage rate of 3.9235 would provide the Town with sufficient funds to cover those General Fund expenses as well as an additional \$472,000 which would go to the CIP.

Director of Budget and Finance Lang continued that adopting the rolled back rate would mean the Town would be short \$253,458 in the General Fund, and no money could be allocated to the CIP. A millage rate of 3.8 would result in a net revenue of \$13,841,701, as opposed to \$14,291,556 under the 3.9235 rate. This is a difference of nearly \$450,000.

Commissioner Poulopoulos asserted that his suggestion of eliminating the West Plaza project would save the Town \$500,000 in the CIP, which would exceed the \$450,000.

Vice Mayor Strauss observed that cutting a lighting project for the western part of Town would affect safety. He pointed out that the Town has encouraged greater pedestrian activity on the corridor between the bridge and A1A in order to stimulate more business and activity there, and suggested additional consideration of what would be cut under a millage rate reduction.

Mayor Malkoon observed that while he was in favor of reducing taxes, he would like to see more details on what would be eliminated from the budget under the proposed lower rate before making a decision.

Commissioner Poulopoulos asserted that he was proposing a rate of 3.8 because it would force the Commission to make tougher decisions, which was what he felt the voters wanted.

Motion failed 2-3 (Mayor Malkoon, Vice Mayor Strauss, and Commissioner Graziano dissenting).

Vice Mayor Strauss made a motion, seconded by Commissioner Graziano, to approve the current rate of 3.9235. Motion carried 3-2 (Commissioners DeNapoli and Pouloupoulos dissenting).

It was determined by consensus that the September 10, 2025 budget hearing would be scheduled to begin at 5:01 p.m. Both the September 10 and September 24 budget hearings are scheduled for Wednesdays. There was additional consensus that both budget hearings would begin at 5:01 p.m., followed by regular Commission meetings to begin at 6:30 p.m. on the same days.

19. QUASI JUDICIAL PUBLIC HEARINGS

Town Attorney Trevarthen reviewed the requirements for quasi-judicial items, and any individuals wishing to speak on these Items were sworn in. The Commissioners disclosed any ex parte communications related to the Items.

- a. 2025-LVL2-AA-03. Pursuant to Section 30-128, “Administrative Adjustments,” of the Town Code of Ordinances (the “Town Code”), the Applicant has requested an administrative adjustment from Section 30-313 (t)(2)(b)(1) “Permanent Generators” of the Town’s Code of Ordinances, to permit the encroachment of a generator one (1) foot into the required 5-foot side setback for the property located at 228 Imperial Lane.**

This Item was removed from the Agenda.

- b. 2025-LVL2-AA-02. Pursuant to Chapter 30 “Unified Land Development Regulations,” Section 30-128 “Administrative Adjustments of the Town’s Code of Ordinances, the Applicant has requested an administrative adjustment from Section 30-241 (h) (6) (b) “Side Setbacks” of the Town’s Code of Ordinances, to permit an encroachment of the roof overhang of two (2) feet into the required 12-foot side setback for the property located at 4628 Bougainvilla Drive.**

Development Services Director Jhanelle Campbell stated that the request is for an administrative adjustment in relation to a side setback. Section 30-128 of Town Code establishes standards and procedures for approval of administrative adjustments, which include minor site-specific modifications that may be made when strict application of Code would create practical difficulties for an otherwise compliant and compatible development.

A Level 1 administrative adjustment can be approved by the Town Manager. This level includes minor parking adjustments. A Level 2 administrative adjustment addresses setbacks of up to 30% or 5 ft., roof overhangs up to 5 ft., eaves and balconies, and all other parking requests. Applications are reviewed by Development Services and any other applicable Town Departments, and are brought before the Town's Planning and Zoning Board (PZB) for recommendations to the Commission. Level 2 adjustments also require a citizen participation meeting.

Approval of a Level 2 adjustment must meet several criteria, including:

- No increase in density or height
- No encroachment into easements for public rights-of-way
- Must support several additional conditions, including:
 - Site conditions
 - Zoning district purpose
 - Preservation of trees and other natural resources
 - Enhancement of Mid-century Modern architecture
 - View corridor public benefit
 - Legalization of existing nonconformity
 - Match of existing setback conditions
 - Modification of existing structure without increasing footprint
 - No substantial interference with adjacent properties or public safety
 - Compatibility with surrounding development
 - Lack of adverse impacts
 - Consistency with the Town's Comprehensive Plan

The Application requests approval of a Level 2 administrative adjustment to approve a 2 ft. encroachment into the 12 ft. side setback on the north and south sides of the subject building. The property owner proposes to demolish an existing one-story single-family home and replace it with a two-story duplex. Due to the median roof height of the proposed project, a 12 ft. side setback is required. The Applicant requests a 17% reduction, or 2 ft., which is within the 30% or 5 ft. maximum allowed limit. The encroachment would come from the roof trusses on the north and south sides of the building. No walls would be within the setback area.

Notices were mailed to all property owners within a 300 ft. radius, and notice was posted on the Town's website and at the property itself. The Town heard some public feedback at the required citizen participation meeting and at the PZB meeting. An apartment building located to the south of the proposed project submitted a petition, which is included in the Commissioners' backup materials.

The PZB reviewed the Application on July 10, 2025 and recommended approval subject to the conditions outlined in the development order. The only additional condition requested by Staff is that the adjustment expire with the building permit, which is standard language included in all development orders. Staff finds that the Application meets all criteria necessary to recommend approval of the administrative adjustment and recommends approval to the Commission.

Development Services Director Campbell further clarified that this Application was submitted before an accompanying Application for the same property, as it addresses the design of the building.

Commissioner Pouloupoulos addressed the petition, clarifying that the administrative adjustment Application only deals with the 2 ft. setback encroachment, although the petition refers to additional concerns. Commissioner DeNapoli asked if the Commission is legally able to consider the other concerns listed in the petition. Town Attorney Trevarthen replied that any other items to be considered must fall within the criteria for approval of the adjustment.

Development Services Director Campbell added that the project also underwent architectural review, and the Town's consultant architect approved the project, contingent upon approval of the administrative adjustment.

Commissioner DeNapoli asked why the project could not be built without the 2 ft. encroachment. Development Services Director Campbell replied that Town Code allows for minor adjustments such as this one; while the developer may have been able to build the project within the required setback, they were allowed to request the overhang as an aspect of improved architecture of the building.

Commissioner Graziano stated that he was in favor of the adjustment as long as drainage is not an issue on the site. Development Services Director Campbell advised that the project was circulated among the Town's consultants, including the Town Engineer, to

ensure that it met all conditions of the development order. Drainage is one of these conditions, and the project was found to be compliant with that regulation.

Commissioner Graziano made a motion, seconded by Commissioner Pouloupoulos, to approve the recommendation made by Town Staff of the 2 ft. administrative adjustment.

Jorge Fabregat, architect representing the Applicant, stated that while the slope of the roof truss crosses the setback, there is no living space within the setback.

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

Motion carried 5-0.

- c. 2024-CU-01 – Pursuant to Chapter 30 “Unified Land Development Regulations,” Article IV “Development Permits – Applications, Requirements and Review Procedures,” Division 3 “Conditional Use Procedures and Requirements” of the Town Code of Ordinances (“Town Code”), the Applicant has requested Conditional Use Approval to construct a residential duplex within the RM-25 zoning district at the property located at 4628 Bougainvilla Drive.**

Development Services Director Campbell reviewed the requirements for conditional use approval under Code Section 30-126, which are not necessarily appropriate by default but may be permitted under controlled conditions to support public health, safety, and welfare. Conditional uses are not generally allowed unless special approval is granted, based on factors such as the following:

- Number and intensity of uses
- Location and design
- Potential impacts to adjacent properties and community

Conditional use approval does not exempt applicants from other requirements such as Site Plan or architectural review. The application must meet approval criteria which include the following:

- Land use compatibility
- Adequate site conditions
- Consistency with Town Code and the Town’s Comprehensive Plan
- Mitigation of impacts

The Application requests conditional use to construct a two-story duplex in the RM-25 zoning district. The building will replace a one-story structure which has been demolished. The Application has undergone architectural review and was approved with the condition that the administrative adjustment is approved.

A public participation meeting was held on June 19, 2025 for this request. Members of the public attended this meeting and indicated opposition to the proposed project.

Notice was mailed to all residents within a 300 ft. radius of the property. The Town received the aforementioned petition in addition to attendance at the public participation meeting.

Based on the criteria established in Code Section 30-126, Staff found the submittal to be compliant and meet the criteria for conditional use approval. Staff recommends approval of the proposed duplex with the 19 conditions outlined in the Staff Report, including updated Federal Emergency Management Agency (FEMA) surveys, drainage plans, elevation and slab height compliance, utility coordination and undergrounding of service lines, submittal of a conforming landscape plan, and no outstanding fees or violations prior to issuance of a permit. Construction must commence within 12 months.

Commissioner DeNapoli asked if duplexes are allowed in the RM-25 zoning district under the Town's current Charter and zoning requirements. Development Services Director Campbell explained that multi-family development is permitted by right with a density of up to nine units in the subject area. Code allows conditional use approval of a duplex.

Town Attorney Trevarthen reminded the Commission that the principal uses in the RM-25 zoning district are hotels and multi-family developments. The Commission added conditional use approval to this district in order to indicate that single-family and low-density development are not primary uses here, but requires an additional layer of review.

Development Services Director Campbell further clarified that while up to nine units are permitted by right, other Code provisions such as parking, landscaping, lot coverage, and others may not allow for the development of nine units.

Commissioner Pouloupoulos noted that the property is surrounded on two sides by apartment buildings, and observed that the single-family development was less in character with the development of the neighborhood than the proposed duplex.

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

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

20. ADJOURNMENT

Commissioner Graziano stated that he wished to correct an earlier statement regarding salaried and hourly employees: under the Fair Labor Standards Act of 2024, the hours of salaried employees may not be tracked.

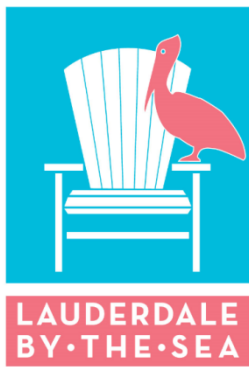
With no other business to come before the Commission at this time, the meeting was adjourned at 9:51 p.m.

Mayor Edmund Malkoon

ATTEST:

Courtney Easley, Acting Town Clerk

Date



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL MEETING
Jarvis Hall
4505 N. Ocean Drive
Tuesday, July 29, 2025
6:30 PM**

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:37 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos (by phone), Town Manager Linda Connors, Deputy Town Manager/Public Works Director Ken Rubach, Town Attorney Susan L. Trevarthen, Director of Budget and Finance Lucila Lang, Assistant Director of Budget and Finance Edner St. Jean, Development Services Director Jhanelle Campbell, and Assistant to the Town Manager/Acting Town Clerk Courtney Easley.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. NEW BUSINESS

a. Discussion Regarding the Town Manager Position

Mayor Malkoon explained that tonight's meeting will address the Town Manager position contract. He read the following statement into the record at this time:
As Mayor, I have a unique responsibility not only to preside over this Commission, but to safeguard the integrity, effectiveness, and direction of our government. I did not call this special meeting lightly. It follows comments I made during the last meeting, comments grounded in my duties as Mayor and supported by firsthand experience with the day-to-day workings of this Town. It is not just social.

This is not a "he said, she said;" I am not a bystander of this organization. I am the Mayor. I speak not from rumor or speculation, but from direct involvement in how this Town is run. Each of us plays a critical role in shaping policy, overseeing operations, and ensuring that [inaudible]. Collectively, this Commission has contributed greatly to Lauderdale-By-The-Sea's stability and success, but that success depends on mutual trust, responsiveness, and alignment in leadership. When those principles falter, it becomes our duty to ask the hard questions and consider the path forward.

The reason for this meeting is because in order to have a discussion with the Commission, we have to have a publicly noticed meeting due to the Florida Sunshine Law. That is the reason why this meeting is called to order. I thank you for your presence and attention tonight.

4. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Stuart Dodd, resident, asked if the reason behind tonight's discussion was the result of minor disagreements and personality conflicts or a serious lack of judgment on the part of the Town Manager. He proposed that the Commission consider scheduling a roundtable event for a less formal open discussion of their concerns, with the Town Manager present as an observer.

Bob Harrington, resident, spoke in support of the Town Manager, stating that he hoped she would continue in her position and felt she was doing a good job.

Marc Pearson, resident, recalled that he has spoken at previous Town Commission meetings regarding concerns with a house under construction in his neighborhood. He described his communications with Town Staff on this issue, as well as details regarding Freedom of Information Act (FOIA) requests, asserting that Town Staff has denied any wrongdoing and has sought to cover up mistakes or misdeeds.

Christina Buerrosse, resident, stated that she has been a member of the Town's Planning and Zoning Board and has seen several changes in Town leadership over the years. She proposed that the Town Commission and Town Staff consider holding a weekly operations workshop. She noted that the Town faces critical challenges going forward, and recommended that the Commission retain steady leadership at this time.

Brian Paperny, resident and treasurer of the Chamber of Commerce, stated that he spoke tonight on behalf of Chamber of Commerce president Howard Goldberg. He provided a letter from Mr. Goldberg which expressed concern with challenges that have negatively affected the Chamber, local businesses, and the community. Mr. Goldberg's letter concluded that the Town Manager has demonstrated a pattern of demanding and dismissive behavior with respect to stakeholders, which has left the Chamber and its members feeling marginalized and fearful of retaliation.

Kelly Byron, resident, advised that she supported the Town Manager, who has addressed several issues affecting residents during her tenure with the Town. She was happy with the Town Manager's professionalism and involvement in the community.

Don Prince, member of the public, stated that he worked for Lauderdale-By-The-Sea for over 30 years, during several of which he worked with the Town Manager. He felt she has the Town's best interests at heart and spoke in support of her.

Chris Vincent, resident, commented that he worked with multiple Town Managers during his tenure as Mayor and Commissioner, and spoke in support of the Town Manager, citing her professionalism, dedication, and collaborative spirit. He recommended that the Commission exhaust every alternative focused on reconciliation rather than making decisions without comprehensive communication.

Carlos Gianos, representing 4403 Tradewinds Inc., recommended better communication to address problems, and spoke positively of his experiences with the Town Manager and Town Staff. He was not in favor of changes at this time.

Ann Marchetti, resident, stated that the Town Manager lacks the qualifications and skills necessary for her position, and asserted that the Town deserves a visionary leader. She thanked the Mayor for bringing his concerns before the community.

Ron Piersante, resident, advised the Commission to evaluate the context and value the Town Manager brings to her position. He emphasized her dedication and professionalism, noting that she has received positive performance appraisals. He concluded that the problem could have been addressed individually and recommended constructive guidance.

Bill Ciani, property owner, stated that he respects the Town Manager despite past disagreements, and noted that she has upheld Town Code and assembled a Town Staff in which the Town can take pride.

Ross Tanenbaum, owner of Ocean Treasure Courtyard, described his interactions with the Town Manager over the past six years, speaking positively about Lauderdale-By-The-Sea's Staff. He expressed confidence in the Town Manager's leadership and recommended against changes to Staff without a strong reason.

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

5. COMMISSIONER COMMENTS

Mayor Malkoon briefly addressed some of the issues raised during public comment, noting that the Town Manager's performance is evaluated on a daily basis. With regard to the position's annual performance review, he expressed concern that the current format may skew results in support of a favorable outcome, and suggested that the Commission review the form for potential changes.

Mayor Malkoon offered the Town Manager an opportunity to address the Commission at this time.

Town Manager Linda Connors stated that she remains committed to supporting the Town's residents, the full Commission, and Town Staff. She apologized for her offenses and recalled that she has made herself available to the Mayor for further discussion of them. She felt she has implemented the goals and directions of the Town Commission while maintaining regular outreach to the community.

Town Manager Connors continued that she felt her experience uniquely positions her to work with elected officials in accomplishing the Town's goals moving forward into the new fiscal year, and welcomed continued coordination with the Mayor and Commission.

Mayor Malkoon read the following statement into the record at this time:

Fellow Commissioners, we are gathered here tonight under serious but necessary circumstances. As elected representatives of this community, we have our duty not only to set policy but also to ensure that our administration operates with transparency, professionalism, and accountability to both this Commission and the residents of Lauderdale-By-The-Sea.

After a thorough review of recent events, ongoing patterns of behavior, and the contractual responsibilities of the Town Manager, I believe it is in the best interests of our Town that we move forward with a change in leadership. This recommendation is based on three key concerns: a breakdown in communication and accountability, a diminished ability to maintain a constructive working relationship with the Commission, and a loss of confidence that affects organizational effectiveness and cohesion. This recommendation is not based on a single disagreement or isolated incident; rather, it reflects a broader incompatibility in leadership approach, communication, and expectations that have led to a breakdown in trust and a need for a new direction regarding communication and accountability.

On July 9, the day after a regular Town Commission meeting, I visited Town Hall intending to speak directly to the Town Manager. She was not present, nor was the Deputy Town Manager. The building was nearly unstaffed, with no one clearly designated as a responsible authority there in her absence. Despite this clear responsibility, I texted her the same day requesting a call or a follow-up, and received no reply. Roughly 90 minutes later, she sent a group text to the full Commission not in response to my outreach, but on a separate topic, stating that she would be out of town that weekend. My direct communication as Mayor was ignored entirely.

Under Section 1.2 of the Town Manager's employment agreement, she is contractually obligated to ensure operational continuity and proper oversight in her absence. Similarly, Section 5.5 of our Town Charter states she must exercise supervision over all Departments and Divisions. While she may argue that she is always reachable by phone, that claim is insufficient, as she fails to respond to the outreach from the Mayor.

The absence of a clear designee and delayed communication created uncertainty at a time when clear leadership was essential. Two days passed without any communication, so I submitted questions in writing relating to staffing, payroll, and security. Her response did not come until a week and a half later by email, and even then, no Commissioner had received it. When confronted at the July 22 Commission meeting, she forwarded that message to the full Commission, including inappropriate, in my opinion, personal commentary about me, knowing I cannot reply under Sunshine Law constraints, as it was sent to everyone.

This was not the first time communication challenges have occurred. Residents and business owners have been forced to follow up or copy me in order to receive replies to their inquiries, if they are answered at all. Vendors have been scheduled with meetings with me without my prior input or knowledge, only to be given limited options for availability as if the meetings were already confirmed.

Working relationship and oversight: these communication challenges are compacted by how the Town Manager responds when questioned or held accountable. At the Mayor/Manager Open House on Monday, July 15, she appeared visibly agitated. Before I could even ask a single question, she made comments implying I had no business coming by Town Hall the previous week. I reminded her that, as Mayor, I have every single right to visit Town Hall during normal business hours. This exchange, directed at me in a public setting, was unprofessional and disrespectful. It

revealed not only personal grievance, but also a troubling resistance to oversight and accountability.

During that same exchange, the Town Manager informed me that a formal response will be sent to me by Staff by the end of the week. That response never came. This further illustrates a pattern of avoidance and a lack of follow-through, particularly when concerns are raised by Commissioners. This pattern continued during the most recent Commission meeting, where the Town Manager displayed combative behavior, in my opinion, both during the session and on recess. During that time, she appeared to imply that Staff privileges such as working from home could be revoked in response to oversight from the Mayor. Raising concerns about perceived retaliation had a chilling effect on Staff morale.

Another example was her scheduling a meeting with a BSO Major without informing or consulting me. I was presented with limited time options for meetings at a pre-selected date without any prior consultation or confirmation of my interest in participating. This bypassed the Mayor's role and undermined standard protocol. It reflects a broader pattern of unilateral decision-making that strains the working relationship and affects institutional respect.

Yet one more example that highlights this concern involved attempts to limit the Commission's ability to place items on agenda without our prior consensus, a move, in my view, sought to minimize the legislative authority of this body. I voiced strong opposition to this effort and worked to restore the Commission's clear right to set policy and raise issues independently. This was not a procedural debate. It reflected a broader tendency to consolidate control and restrict the governance role of elected officials, which is incompatible with the balance of powers outlined by our Charter.

Confidence in continuity: government functions best when built on trust between officials, staff, and residents. When inquiries go unanswered, communication becomes strained and oversight is treated defensively. Confidence is eroded not just in the Town Manager, but in the overall leadership of the Town.

These challenges are not isolated; they are systemic and ongoing. One example is a recent mishandling of the Fire/EMS contract, which was allowed to be cancelled because of the lack of prior oversight when the contract was negotiated or any clear explanations provided. We still don't have a set plan in place. Given the contract's significance to public safety and budget planning, this lapse created confusion within the community and further eroded confidence in executive leadership.

In addition, the Town Manager has pursued external employment opportunities while still serving in her current role. While this is her personal right, it can introduce uncertainty within the organization and diminish Staff confidence in long-term leadership. Such actions further contribute to the perception of disengagement and raise concerns about continuity at the executive level.

The Town Manager's responsibilities are outlined in Section 1.2 of the employment agreement, "Ensuring Continuity and Commission Responsiveness," Section 5.5 of the Town Charter, "Supervision, Transparency and Collaboration," the Town Commission's meeting procedures, "Coordination, Attendance, and Timely Communication." This recommendation is made not to assign blame but to acknowledge that sustained leadership requires mutual trust and a shared vision, both of which have been compromised.

Conclusion: the Commission must act. The Town Manager serves at the pleasure of the Commission. Our role is to protect the functionality, cohesion, and transparency of our government. When those standards are no longer met consistently and clearly, it is our responsibility to act. I respectfully urge my fellow Commission to vote in favor of a leadership transition by terminating the Town Manager's contract without cause in accordance with her employment agreement. This decision reflects thoughtful and professional assessment of what is best for the Town moving forward.

Commissioner Pouloupoulos observed that the decision before the Commission is not an easy one, noting that the Town has run relatively smoothly; in order for this to continue, however, there must be clear communication between the Mayor and the Town Manager. He advised that at the July 22, 2025 Town Commission meeting, he had witnessed a breakdown in this relationship, which he felt represented the culmination of differences between the two parties based on respect.

Commissioner Pouloupoulos continued that issues facing the Commission include the replacement of the Town's Fire and Emergency Medical Services (EMS) contract, how to address the demands of the Broward Sheriff's Office (BSO) with regard to their contract, and several capital projects. He concluded that he has spoken with the Town Manager and wished to hear from his fellow Commissioners as well, again emphasizing the status of the working relationship between the Mayor and Town Manager going forward.

Commissioner Graziano recalled that he had not participated in the Commission's most recent evaluation of the Town Manager, as he had felt it would almost guarantee that she

received an annual raise. He had also wished his comments to be based on a full year to review. He added that when the Town Manager had reached out to him after tonight's special meeting was scheduled, he had texted her in response, stating that his goal was to protect the Town while acknowledging the Town Manager's years of history with the Town.

While he spoke positively regarding personal interactions with the Town Manager prior to his service as an elected official, Commissioner Graziano added that he found her to be controlling, particularly with respect to the Sunshine Law. He concluded that calling tonight's special meeting indicated that the relationship between the Mayor and the Town Manager cannot be repaired, and for this reason, he felt the Commission should find an appropriate way to terminate the Town Manager's contract without impugning or demonstrating disrespect to any individuals.

Commissioner Graziano strongly emphasized the importance of determining best practices in order to continue using Town Staff and their customer service abilities moving forward. He also expressed concern that the Town Manager's search for another job could compromise the Town in the future.

Vice Mayor Strauss asserted that it is the Town Commission and not the Town Manager which is charged with establishing policy, and they are accountable for the consequences of these policies. He recalled that the Commission voted in January 2025 to approve a work-from-home policy, and that the Town Manager cannot enact major decisions without their approval.

Vice Mayor Strauss advised that he has seen no evidence that the Town Manager has made decisions without Commission approval. He added that if concerns with the Town Manager position arise, the appropriate venue for their address is through the Town Manager Report during regular Commission meetings. Commissioners may also meet privately with the Town Manager to discuss any other matters. He felt it was appropriate to have one-on-one discussions with employees before raising any issues publicly.

Vice Mayor Strauss asked if Commissioners had met with the Town Manager prior to the July 22 meeting to express concerns related to the issues raised by the Mayor, or if the Town Manager was made aware of those issues prior to July 22. He also pointed out that the Town's form of government invests authority with the entire Commission rather than with one individual, and advised that he was troubled with how the situation had evolved, including his lack of knowledge of it before the last Commission meeting.

Vice Mayor Strauss stated that should a vote at tonight's meeting lead to the termination of the Town Manager without a full and fair discussion, he would view it as suspect and politically motivated. He added that the issues raised at tonight's meeting suggest the possibility of retaliation against the Town Manager for placing a job application with another municipality.

Vice Mayor Strauss also pointed out that all steps related to the Fire/EMS contract were voted upon by the Commission, and they are ultimately responsible for any shortfalls in relation to that contract.

Mayor Malkoon stated that he found some of the Vice Mayor's comments to be disrespectful, pointing out that the Commissioners are constrained from discussing issues with one another outside the requirements of the Sunshine Law. He emphasized that the Mayor has the right to call a special meeting and raise the issues presented tonight, and felt the characterization of the issue as a personal squabble minimized his role as Mayor.

Commissioner Graziano asserted that he resented the implication that tonight's item was political. He stated that the discussion was based on the needs of the Town, including the need for cooperation between the Mayor and Town Manager.

The Commission took a brief recess at this time.

Commissioner DeNapoli requested clarification of what recourse a Mayor or Commissioner may have under the Sunshine Law in the event of a disagreement that has reached an impasse. Town Attorney Susan Trevarthen replied that one option mentioned earlier, a roundtable meeting, is historically considered a workshop setting where no action is taken.

Commissioner DeNapoli continued that Florida is an at-will employment state, which means a Town Manager serves at the pleasure of the Commission and is governed by the position contract. This means the employee may be terminated at any time and for any reason, subject to the terms of the contract, as long as the reason is not illegal, such as discrimination or retaliation. Town Attorney Trevarthen confirmed that the Town Manager contract specifically provides scenarios regarding termination. While the contract does not control procedural and notice requirements for special meetings, tonight's meeting was properly called and the Commission may take action.

Commissioner DeNapoli asked if there has been any activity or misconduct under the Town Manager contract which would legally trigger termination with cause. Town Attorney

Trevarthen replied that while there have been discussions of performance at tonight's meeting, she had not heard anyone declare intent to dismiss with cause thus far. Reasons for termination apply only when the Commission seeks to terminate with cause.

Commissioner DeNapoli asked if the Mayor felt there are irreconcilable differences between himself and the Town Manager in matters such as leadership approach, communication style, and vision for the Town. Mayor Malkoon confirmed this.

Commissioner DeNapoli observed that it is not uncommon for political appointees such as the Town Manager to be dismissed upon a change in political leadership, as they serve at the pleasure of elected officials.

Commissioner Pouloupoulos noted that his decision would be based upon whether or not the Mayor and Town Manager can have the effective professional relationship that the Town requires. He continued that tonight's discussion is not a referendum on the Mayor, but reflects whether or not the necessary levels of respect and harmony exist between the two parties.

Vice Mayor Strauss commented that the Commission should ask itself what its plan would be if the Town Manager's contract is terminated, particularly in light of the ongoing budget season and contract negotiations with providers. He expressed concern that any Interim Town Manager must be able to take charge of that position right away.

Mayor Malkoon stated that his intent was to first request a vote to determine the Commission's direction, followed by a proposal for how the Town would move forward.

Commissioner DeNapoli advised that he shared the Vice Mayor's concern with what might happen next if the Town Manager's contract is terminated. Commissioner Graziano noted that he had not given significant consideration to the future of the Town Manager position, as he wished to know the Commission's intent regarding the current Town Manager before deciding how to move forward.

Town Manager Connors addressed some of the issues raised during the Commission's discussion, recalling that Commissioner Graziano had expressed concern with her seeking outside employment in another community. She confirmed that she had done this for reasons related to her family, and had applied for only one such position.

Mayor Malkoon stated that while he recognized the right of the Town Manager to seek other employment, he felt that letting Staff and the Commission know about this search

created uncertainty. He also felt the Town Manager has demonstrated a pattern of pushing back against Commissioners who have given their opinions.

Town Manager Connors explained that she had communicated her intent to look for an outside position, as well as the reason why, to both Staff and the Commission as a means of protecting morale. In addition, representatives of the outside position may have contacted Town representatives to request references. She had chosen to err on the side of transparency. She further addressed Staff morale, stating that she has served as a mentor for many members and did not feel morale was an issue.

Commissioner Graziano stated that his concern had been that the Town Manager leaving her position could serve as a “poison pill” in the future. He added that while leadership of Staff is important, the relationship between the Town Manager and the Mayor is more important.

Commissioner Pouloupoulos stated that he did not take issue with the Town Manager’s application for a job in another community, and expressed confidence that the Town and its Staff would be able to continue moving forward in her absence. He again emphasized that his concern with whether or not the Town Manager’s and Mayor’s relationship was irreparably damaged.

Mayor Malkoon reiterated his concern with the lack of respect shown to him by the Town Manager, particularly at the July 22 Commission meeting. He felt his efforts to repair the relationship were ignored, and did not believe it could be improved.

Mayor Malkoon ceded the gavel to Vice Mayor Strauss at this time.

Mayor Malkoon made a motion, seconded by Commissioner Pouloupoulos, to terminate the Town Manager’s contract under the legal definition of without cause, effective immediately in accordance with the terms of her employment agreement. Motion carried 4-1 (Vice Mayor Strauss dissenting).

Mayor Malkoon made a motion that the Deputy Town Manager be appointed as Acting Town Manager, with further details to be discussed before and during our next scheduled meeting, and in the interest of protecting the Town’s operational security during this transition, Staff is directed to temporarily restrict the Town Manager’s access to Town Hall and systems and facilities previously under her sole control, including email access and physical key access; the Town Manager

shall be afforded reasonable time to collect personal belongings and transition out respectfully on this or a coordinated future date if needed.

Deputy Town Manager/Public Works Director Ken Rubach indicated his acceptance of the change in position.

Commissioner Poulopoulos seconded the motion. Motion carried 5-0.

Vice Mayor Strauss returned the gavel to Mayor Malkoon at this time.

Mayor Malkoon read the following statement into the record at this time:

Thank you, Commission, Staff, and residents. Tonight's decision was a serious one, made thoughtfully and respectfully and according with our responsibility to serve the best interests of Lauderdale-By-The-Sea. The Commission has voted to terminate the Town Manager's contract without cause, effective immediately. This is not a forceful or an urgent exit; the Town Manager will have reasonable time to collect her personal belongings and transition out respectfully on this or a coordinated future date as needed.

We have also approved a motion to temporarily restrict access to email and keys under the Manager's sole control as a standard security precaution during leadership transition. These steps are professional and not punitive, and reflect our commitment to maintaining operational continuity and stability.

In the meantime, we recommend that the Deputy Town Manager serve as our Acting Town Manager until we meet again to determine next steps.

Mayor Malkoon thanked all present for their attention and participation, and emphasized the value of Town Staff. He was confident in the Acting Town Manager's relationships with Staff as well as his knowledge of and participation in all aspects of the ongoing budget season, as well as in other aspects of the Town.

Acting Town Manager Rubach noted that he would not be present for the next scheduled Commission meeting on August 26, 2025. Town Attorney Trevarthen suggested that the Commission consider alternate dates for or cancellation of that meeting. She also noted that the Commission will need to enter into a Resolution to designate the Acting Town Manager, as required by the Town's Charter. The calculation of the former Town Manager's payout will come back before the Commission for their review.

Town Attorney Trevarthen advised that the next meeting dates following August 26 were September 10, 2025, both of which included both a budget hearing at 5:01 p.m. and a regular Town Commission meeting at 6:30 p.m. Both September meeting dates are on Wednesdays rather than Tuesdays. There was Commission consensus to continue with the September 10, 2025 meetings as planned.

6. ADJOURNMENT

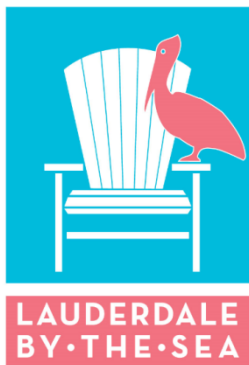
With no other business to come before the Commission at this time, the meeting was adjourned at 8:55 p.m.

Mayor Edmund Malkoon

ATTEST:

Courtney Easley, Acting Town Clerk

Date



TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
Jarvis Hall
4505 N. Ocean Drive
Wednesday, August 6, 2025
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:30 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli (by phone), Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Interim Town Manager Ken Rubach, Town Attorney Susan L. Trevarthen, Director of Budget and Finance Lucila Lang, Assistant Director of Budget and Finance Edner St. Jean, Development Services Director Jhanelle Campbell, Acting Town Clerk Courtney Easley, and Events and Marketing Manager Katie Anderson.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Patrick Ucci, resident, stated that the Town is likely facing a sizable payout for the former Town Manager based upon the contract. He asked if the Commission has considered a comparison of Staff salaries, including the Town Manager and Deputy Town Manager positions, with those of other Florida municipalities of similar size.

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report

Interim Town Manager Ken Rubach stated that Staff will reach out to the Commissioners the following week to schedule individual meetings for review of the upcoming budget. Two public hearings are scheduled in September 2025 for the establishment of the final millage rate and budget.

Work on the Friedt Park playground is almost complete and all equipment has been installed. Painting and work on the sidewalk is underway. A ribbon-cutting will be scheduled, most likely in September.

Town Hall will be closed on Monday, September 1, 2025 in observance of Labor Day.

The Town has received the estimated costs for the re-establishment of a Town Fire Department from Matrix Consulting. The proposed cost was \$30,000, with a time frame of 14 weeks. There was consensus to have this item brought back before the Commission for additional discussion.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

a. Special Event Application: Fall Beach Baptism 10.04.25

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

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

12. OLD BUSINESS

None.

13. NEW BUSINESS

None.

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner Graziano reported that he has had discussions with residents on the possibility of holding a public roundtable event to discuss how the Town plans to move forward with best practices. This event would include a limited public comment period.

Commissioner Graziano continued that he has requested copies of all contracts scheduled for renewal during the coming fiscal year. He pointed out that when the Commission discusses budgets for individual projects, they may not have a clear picture of the full impacts of the entire year. Review of these contracts would give them a better grasp on the budget discussion.

Commissioner Graziano congratulated Broward Sheriff's Office (BSO) Lieutenant Chris Sutter on the confirmation of his position with Lauderdale-By-The-Sea. He will assume the role previously held by Captain Bill Wesolowski, who is retiring. He added that he would like to explore the possibility of establishing a Youth Council for the Town.

Commissioner Graziano continued that a request for proposal (RFP) for the Town's audit contract remains active through Monday, August 11, 2025. Once all responses have been received, the Audit Selection Committee will evaluate them and make recommendations.

Commissioner DeNapoli stated that he would like to see the Town undertake a salary study for purposes of comparison to other municipalities.

Mayor Malkoon thanked Town Staff for their patience and professionalism over the last few weeks. He advised that he will attend the upcoming Florida League of Cities conference and provide a report at the next Commission meeting.

The Mayor and all the Commissioners wished Town Clerk Katrina Adler a full and quick recovery.

16. ORDINANCES 1ST READING

None.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

- 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.**

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

Director of Budget and Finance Lucila Lang explained that Resolution 2025-32 provides for a separation payment to former Town Manager Linda Connors. The hourly rate of pay for this position was \$110.50; according to the terms of her contract, the Town will provide a severance payment equal to 20 weeks, which comes to \$88,398.40. A payout for 86.57 hours of accrued vacation time comes to \$9,565.93, and 440.49 hours of accrued unused sick leave comes to \$48,673.26. The total gross separation payment is \$146,637.60.

In addition, the former Town Manager will receive her regular paycheck on Friday, August 7, 2025 for the pay period of July 19 through July 29.

In accordance with the terms of separation, the Town will cover the cost of the former Town Manager's COBRA insurance premiums from August 1 through December 31, 2025. The Town will be billed directly during this period.

Mayor Malkoon requested that Director of Budget and Finance Lang comment on the Town's pay scale for contracted positions such as Town Manager. Director of Budget and Finance Lang advised that the Town Manager position is governed by a contract with the Commission, which means that position was not part of the Town's most recent compensation study. The most recent such study was in 2022, after which time adjustments were made for positions with salaries or wages that were lower than the norm. The fiscal year (FY) 2026 budget includes funding for another compensation study.

Mayor Malkoon recalled that the Town had also conducted a separate Town Manager salary survey. Director of Budget and Finance Lang confirmed that this information was collected by the Town Clerk from various nearby municipalities and was separate from the compensation study. Mayor Malkoon suggested that this survey could be updated as well.

Town Attorney Susan Trevarthen explained that pursuant to governing law, the Town Manager's contract is specific regarding her right to receive the severance payment: this payment is contingent upon the former Town Manager's subsequent approval of the release. She is afforded time to review the release and make a determination on whether or not to sign it.

Town Attorney Trevarthen continued that minor revisions to the release's language are common and would not change the outcome of that document. She will respond to any input provided by the former Town Manager during this statutory period. The amounts reported earlier are not subject to change.

Town Attorney Trevarthen added that while the severance payment is contingent upon acceptance of the release, the leave payout is not, according to the terms of the contract.

Commissioner Poulopoulos made a motion, seconded by Commissioner Graziano, to approve Resolution 2025-32. Motion carried 5-0.

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.

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

Town Attorney Trevarthen recalled that the Town had created a succession plan some years ago in the event of absence or illness. Staff prepared a new plan based upon input from Interim Town Manager Rubach, who must be assigned the role of Acting Town Manager by Resolution according to the Town's Charter. In the event of his absence, the line of succession would include Director of Budget and Finance Lang, followed by Development Services Director Jhanelle Campbell.

Town Attorney Trevarthen added that Resolution 2025-33 also sets the compensation for the Acting Town Manager.

Commissioner DeNapoli observed that the inclusion of an increase in pay for Interim Town Manager Rubach in his new role will need to be kept in mind by the Commission as they ensure costs remain under control. He noted that the Interim Town Manager's contract includes provisions referring to the possibilities of hiring or not hiring the Interim Town Manager to the permanent Town Manager position. If he is not hired to the permanent position, the contract provides for a reversion back to the prior position and prior pay.

Commissioner DeNapoli concluded that future Town Manager contracts should be different from the former Town Manager's contract.

Commissioner Graziano commented that he was very impressed with the Interim Town Manager's work, including his service as Public Works Director. While he did not disagree with the proposed compensation for the role of Acting Town Manager, he pointed out that this amount was determined based on the previous Town Manager's contract, for which he felt the compensation package may not have been appropriate.

Commissioner Graziano recalled that he had not participated in the most recent evaluation of the former Town Manager, as he has wished to see a full year's performance

in that role. He concluded that he would not object to consideration of a bonus for the Acting Town Manager.

Commissioner Pouloupoulos recalled that when the former Town Manager was elevated from the Interim to the permanent Town Manager position in 2021, she had received an 18% salary increase. Should Resolution 2025-33 pass, the Acting Town Manager will see a 12.5% increase.

Commissioner Pouloupoulos recommended that individuals' past accomplishments be taken into consideration when determining the salary for this permanent position in the future, and concluded that the changes in position are business decisions made with the best interests of the Town and its taxpayers in mind.

Vice Mayor Strauss also recalled the previous Town Manager salary survey, which was taken into account for the former Town Manager, as well as the fact that South Florida has a higher cost of living than the rest of the state. He added that Lauderdale-By-The-Sea is competing with other municipalities throughout the state of Florida when seeking a Town Manager. In order to receive the quality they wanted, they chose to pay that position appropriately in comparison to what other Town Managers earned throughout the state and with the higher cost of living in mind. The benefits that accompanied this position were also determined with retention in mind.

Vice Mayor Strauss continued that the search for a Town Manager can be a long and costly process. He emphasized that the Commission will pay close attention throughout this process to ensure commensurate Town Manager compensation and to attract candidates of high quality. He concluded that he was confident in Interim Town Manager Rubach.

Commissioner DeNapoli suggested that the Commission consider not only salary increases, but possible bonuses as well, as these would not lead to a significantly higher salary on an ongoing basis.

Mayor Malkoon advised that he was pleased the Interim Town Manager was willing to accept the role of Acting Town Manager, and was confident in his abilities and relationships with Staff.

Commissioner Graziano made a motion, seconded by Commissioner Pouloupoulos, to approve Resolution 2025-33. Motion carried 5-0.

Acting Town Manager Rubach thanked the Commission for their confidence in him, and concluded that Staff will ensure the work of the Town continues to run smoothly.

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:18 p.m.

Mayor Edmund Malkoon

ATTEST:

Courtney Easley, Acting Town Clerk

Date



Agenda Item No: 14.a.

Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: John Graziano, Commissioner

Submitting Department: Town Commission

Item Type: Presentation

Agenda Section: COMMISSIONER PRESENTATIONS

Subject Title: Re-Establish Reading of Public Comments

Explanation: Discussion on allowing public comments to be read by the Town Clerk during Public Comments.

Recommendation: Recommendations include:

1. Adding the comments as attachments to the agenda.
2. Comments must be submitted by 5 p.m. the day before the meeting.
3. Submissions must be 150 words or less

Exhibits:

1. Resolution 2025-19 Commission Procedures

RESOLUTION 2025-19

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

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

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

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

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

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

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

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

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

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

A. TOWN COMMISSION MEETINGS

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

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

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

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

iii. **Special Meetings.**

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

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

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

B. DUTIES AND RESPONSIBILITIES OF THE MAYOR

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

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

C. ORDER OF BUSINESS

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

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

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

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

D. COMMISSION DISCUSSION

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

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

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

E. PUBLIC PARTICIPATION AND DISCUSSION

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

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

F. COMMISSION MEETING ITEMS

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

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

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

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

G. COMMISSION AGENDA PREPARATION

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

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

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

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

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

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

H. OTHER PROCEDURES

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

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

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

I. QUASI-JUDICIAL PROCEEDINGS

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

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

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

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

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



MAYOR EDMUND MALKOON

ATTEST:



Katrina Adler, Town Clerk

APPROVED AS TO FORM



Susan L. Trevarthen, Town Attorney



Agenda Item No: 14.b.

Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: John Graziano, Commissioner

Submitting Department: Town Commission

Item Type: Presentation

Agenda Section: COMMISSIONER PRESENTATIONS

Subject Title: Discussion on Scheduling a Public Safety Roundtable

Explanation: Public safety is a great concern for Lauderdale-By-The-Sea, and we need to discuss both the quality and financial alternatives for the future of safety.

Recommendation: Set a date for a public roundtable to discuss the Town's current and future public safety needs and to explore service alternatives for Police and Fire.

Exhibits: None



Agenda Item No: 18.a.

Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: Courtney Easley, Acting Town Clerk/Assistant to Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-34: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, RATIFYING AND AUTHORIZING THE SUBMISSION OF A HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION AND THE ACCEPTANCE OF FUNDS, IF AWARDED; PROVIDING FOR AUTHORIZATION; IMPLEMENTATION; AND AN EFFECTIVE DATE.

Explanation: The Town has submitted a FEMA Hazard Mitigation Grant application for Phase 1 of the Complete Street Project on Bougainvilla and Poinciana. The attached resolution authorizes the Town Manager to execute and submit grant applications, along with any required documents for the application and for receipt of any awarded grant funds, for this program and any future applications under it.

Recommendation: Approval

Exhibits:

1. Resolution 2025-34 Hazard Mitigation Grant
2. Hazard Mitigation Grant Program Notice of Funding Availability

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea, Florida (“Town”) seeks to obtain grant funding through the Hazard Mitigation Grant Program (the “Grant”) to support its capital improvements program and meet the needs of its residents, businesses, and visitors by implementing long-term hazard mitigation measures following a major disaster declaration; and

WHEREAS, the Florida Division of Emergency Management requires that a local government designate an “Authorizing Agent” by resolution of its governing body to execute and submit all documents required in connection with the Grant application; and

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

Section 2. Approval. The Town Commission hereby ratifies and authorizes the submission of the Town's Hazard Mitigation Grant Program application and authorizes the acceptance of Grant funds, if awarded.

Section 4. Implementation. The appropriate Town officials are authorized to execute all

47 necessary documents and to take any necessary action to effectuate the intent of this Resolution.

48
49 **Section 5. Effective Date.** This Resolution shall become effective immediately
50 upon its passage.

51
52 **PASSED AND ADOPTED** on this 10th day of September, 2025.

53
54
55
56 _____
Mayor Edmund Malkoon

57
58 Attest:

59
60
61 _____
62 Courtney Easley, Acting Town Clerk
63 (CORPORATE SEAL)

64
65
66 APPROVED AS TO FORM:

67
68
69 _____
70 Susan L. Trevarthen, Town Attorney



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

MEMORANDUM

To: Local Governments, State and Regional Agencies, Indian Tribal Governments, Local Mitigation Strategy Working Groups, and Private Non-Profit Organizations Submitting Hazard Mitigation Grant Program Applications for Hurricane Helene (DR-4828) and/or Hurricane Milton (DR-4834)

From: Kevin Guthrie, State Coordinating Officer 

Subject: DR-4828 and DR-4834 Hazard Mitigation Grant Program Notice of Funding Availability

Date: February 26, 2025

Program Summary

The Florida Division of Emergency Management (Division) is pleased to announce the availability of Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declarations for both Hurricane Helene (FEMA-4828-DR-FL) and Hurricane Milton (FEMA-4834-DR-FL), which were declared on September 28, 2024, and October 11, 2024, respectively. This is a joint Notice of Funding Availability for two separate funding opportunities that will share the same application deadline. The funds from these two disasters are not combined, and eligible applicants will need to submit separate applications for either, or both, according to their need.

HMGP funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief Act. This funding helps communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. The Division encourages all potential applicants to submit applications for projects that address eligible mitigation activities. The amount of HMGP funding available to the state is based on the total federal disaster assistance for each Presidential Disaster Declaration, separately. The HMGP funding for this notice is for regular funds only and does not include funding options for initiative, codes and standards, or planning set-asides. Applications submitted for the latter obligations will not be accepted under this funding notice.

Current Changes

As of October 7, 2024, 27P-22 of the Florida Administrative Code is now updated to establish the Division of Emergency Management Enterprise Solution (DEMES) system as the required method to submit applications to the Division for the HMGP. Hard copies are no

longer being accepted, nor is there a requirement to submit an original signed application into DEMES as an attachment, thus removing this redundancy. In order to ensure each project has been approved by an authorizing agent, a single-page form will be required as the final step in the application submission process ([Attachment G](#))

If you have been granted access to DEMES for a past event, please use your existing account and do not re-register. If you have problems accessing your account, please use the DEMES contact below.

Application Timeline

Both application periods for DR-4828 and DR-4834 will close July 25, 2025. The Division encourages potential applicants to submit complete applications before the close of the application period. Applications will only be accepted from eligible applicants as defined in the *Minimum Program Eligibility* section of this notice. Submitting the same application for both disasters requires two separate submissions in DEMES under each declaration.

DEMES Registration: If you have not already registered for access to DEMES, please see the instructions in [Attachment I](#) to do so.

A complete submission of your applications, and all required supporting documentation, should be uploaded to DEMES no later than

July 25, 2025, 11:59 p.m. (EDT)

It is imperative that your access request for DEMES is received by the Division no later than 5:00 p.m. EDT on July 25, 2025, in order to meet the application deadline.

The HMGP application and all other pertinent resources for completing the application may be obtained at the Division's website located at FloridaDisaster.org/hmgp in the section HMGP Application and Resources.

Questions regarding DEMES system may be directed to:

Jared Jaworski
(850)544-8372
Jared.jaworski@em.myflorida.com

Minimum Program Eligibility

Eligible Applicants: According to the Code of Federal Regulations (CFR) 44 §206.434(a), the following parties are eligible to apply for Hazard Mitigation Grant Program funds:

- State agencies;

- Local governments who have an approved Local Mitigation Strategy (LMS) in accordance with 44 CFR §201.6, prior to receipt of HMGP subgrant funding for projects;
- Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in 44 CFR §206.221(e); and
- Indian tribes or authorized tribal organizations

However, be advised that pursuant to Rule 27P-22, Florida Administrative Code, all project applications must go through the Local Mitigation Strategy Working Group (LMSWG) of the county where the project will take place. Any application submitted in DEMES without a signed endorsement letter, from either the Chair or Vice-Chair of an LMSWG, will be denied. A separate and unique endorsement letter is required for each declaration.

Eligible Activities: Activities include mitigation projects that will result in protection of public or private property from natural hazards. Activities for which implementation has already been initiated or completed are not eligible for funding. Eligible projects include, but are not limited to, the following:

- Acquisition (demolition or relocation) of existing at-risk structures
- Aquifer (recharge, storage, and recovery) serve primarily as a drought management tool and reduce flood risk
- Dry Floodproofing structures by sealing the structure to keep floodwaters out
- Elevation of flood prone structures
- Flood Risk Reduction (Localized or Non-localized) – lessen the frequency or severity of flooding
- Generator for critical facilities or are an integral part of a larger eligible project
- Infrastructure Retrofit modifications to the existing infrastructure to reduce or eliminate the risk of future damage and increase protection
- Mitigation Reconstruction of properties that cannot be elevated
- Safe Room to provide immediate life-safety protection from severe wind events
- Secondary Power Source to increase power system resilience
- Stabilization to reduce risk to structures/infrastructure from erosion
- Structural Retrofit modifications addressing the structural element of a building/facility that are essential to increase protection
- Wildfire Mitigation - at-risk structures and associated loss of life from the threat of future wildfires
- Wind Retrofit modifications to the existing structure to reduce or eliminate the risk of future damage and increase protection

Ineligible Activities: The state will **not** consider funding requests for the following:

- Construction of new facilities (Nevertheless, the cost associated with Code Plus upgrades to new facilities may be considered);
- Equipment such as emergency pumps, vehicles, and communication devices;

- Stand-alone studies, design, and planning-related activities, not directly related to the design and implementation of a proposed mitigation project;
- Tree removal, debris removal, and other forms of maintenance; or
- **Projects already in progress** (*Construction may not begin until the contract between the State and subrecipient is executed and the project has met requirements of the National Environmental Policy Act*).

Eligibility Criteria: All projects submitted must meet *minimum criteria* to be considered for funding. An eligible project must:

- Conform to the requirements stated in this Notice of Funding Availability;
- Conform to the Florida State Hazard Mitigation Plan and the respective community's LMS;
- Conform to the funding priorities for the disaster, as established in the appropriate LMS;
- Demonstrate cost-effectiveness;
- Be technically feasible;
- Benefit the designated disaster area;
- Conform to all applicable environmental laws and regulations, as well as Executive Orders;
- Solve a problem independently or constitute a functional part of a solution;
- Benefit a National Flood Insurance Program (NFIP) participating community that is not on probation or suspended from the NFIP; and
- Meet all applicable State and local codes and standards.

Cost-Share Requirements

The HMGP is a cost-reimbursement grant program, with FEMA contributing up to 75-percent of the total amount approved under the grant award to implement eligible, cost-effective mitigation measures. The applicant must provide the remaining 25-percent non-federal share. Contributions, cash, and in-kind services are acceptable as part of the non-federal share. Requirements for in-kind contributions can be found in 2 CFR §200.306. In-kind contributions must be directly related to the eligible project cost and are those personnel, materials, equipment, and supplies owned, controlled, and operated by the applicant or a third-party contributor.

Applicants may use the Global Match concept as part of the 25-percent non-federal share. Global Match permits a potential applicant to meet the non-federal share match by receiving credit for state and/or local government funds that were committed to a similar type of project(s). These similar **non-federally** funded projects require a separate application submission, must meet all of the HMGP eligibility requirements, and be submitted under the same disaster. This means that if Global Match is approved, the applicant may receive up to 100-percent federal share. Phased projects are not eligible for Global Match. The benefits from this cost-sharing method will not apply across separate disasters.

Pre-Award Costs

Prior to receiving a grant award, pre-award costs may be requested. Pre-award costs include items such as engineering, environmental study, permitting, and other "soft" costs associated with a construction project. *Construction activities are not considered pre-award costs.* Pre-award costs must be requested, in writing, by submitting a signed pre-award request form at application submittal and included in the budget as separate line-item. Directions for getting this form are included in [Attachment A](#).

Procurement

Any procurement of property or services under a federal award must conform to 2 CFR §200 Subpart D (§§ 200.317 - 200.327). This also includes any activities performed as a part of the pre-award request.

Sub-Recipient Management Costs

Per FEMA's Hazard Mitigation Assistance Program and Policy Guidance, dated July 30, 2024, HMGP projects awarded under disasters, on or after the effective date, are eligible for sub-recipient management costs (SRMC) up to a hard cap of 5 percent of their eligible and actual project costs. SRMC is a separate pool of funding and will not be calculated as part of the benefit-cost analysis (BCA). SRMC will be reimbursed at a 100 percent federal cost share following the submission of compliant source documentation in conformance with 2 CFR 200 Subpart E. Additional information on SRMC can be found in the attached HMGP SRMC Request Form ([Attachment H](#)). Any applicant requesting SRMC will need to complete and upload this form along with their application in DEMES. Each disaster will have its own separate SRMC funding pool.

County Funding Allocation

To ensure funds are distributed equitably, designated counties have been assigned a portion of the total HMGP grant. The amount is based on a calculation of the proportional share of the total federal assistance under the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) programs for the relevant disaster and is not combined with any other. Commitment of project funds by the Division is contingent upon receipt of appropriate Legislative Budget Authority.

These figures are shown in [Attachment B](#) and [Attachment C](#) for their respective disaster declarations, and represent the estimated amount of HMGP funds currently available. HMGP funding is available only to those counties that have a current FEMA-approved LMS. Project applications will be considered only if:

- (1) The application is accompanied by an endorsement by the LMS Chairperson or Vice-Chairperson stating that the project is included in the current LMS; and,
- (2) If more than one project is submitted, the endorsement indicates the prioritization. A sample project submission letter is shown in [Attachment D](#).

The Division will attempt to fund each submitted project in priority order until the county's allocation has been exhausted. In accordance with Florida Administrative Code (F.A.C.) 27P-22.006, the Division uses the following tiered allocation system up until the State application deadline with FEMA:

Tier 1

The available HMGP funds are allocated to counties included in the relevant Presidential Disaster Declaration in proportion to each county's share of federal disaster funding from the Public Assistance (PA), Individual Assistance (IA), and Small Business Administration (SBA) Disaster Loan Program as of 120 days after a Disaster Declaration as reported by FEMA. Eligible projects submitted by each county included in the relevant Presidential Disaster Declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted or all eligible projects are funded.

Tier 2

Any allocation remaining after all eligible projects in any declared county are funded shall be re-allocated to those counties included in the relevant Presidential Disaster Declaration whose allocation was not sufficient to fund all submitted eligible projects. The order of priority for re-allocating funds is detailed in [Attachment E](#).

Tier 3

In the event that funds remain after the Tier 1 and Tier 2 processes, any remaining funds will be offered on a statewide basis as described in [Attachment E](#).

Please see [Attachment E](#) for a detailed explanation of funding tiers. Tier assignment is unique to the declaration for the relevant disaster.

Funding Availability and Notification

FEMA notifies the State of HMGP funding availability at the following milestones:

Initial 30-Day Estimate

This is an early estimate only and not an actual commitment of funding by FEMA. Funding may increase or decrease based on actual disaster claims during the declaration period. These estimates are provided for planning purposes and to jump-start the HMGP application process.

Obligation prior to 12 Months

Prior to the 12-month lock-in, FEMA will only obligate funds up to 75% of any current estimate. This is to eliminate the risk of over-obligating funds for any given disaster in the event the 12-month lock-in is lower than initially estimated.

12 Months from the Date of Declaration

This represents the State's Lock-in Amount. It is the maximum amount available the state can expect to receive from FEMA. In rare occurrences, FEMA may conduct a

subsequent review 18 months after the declaration, but only at the request of the State. The estimate from that review may cause the final lock-in to fluctuate up or down depending on the findings.

It is important for potential applicants to recognize that HMGP funds are contingent upon FEMA's reexamination of the disaster figures at the given time intervals. A county's funding allocation can increase or decrease after application submission.

Technical Assistance

The Division is in the process of scheduling HMGP application development workshop webinars and will be in touch with these counties in the next few weeks to finalize dates and times. The webinars will focus on the declared counties so that their project-specific concerns can be addressed by state staff.

Please check the Division's website FloridaDisaster.org/hmgp for technical guidance. The Division will provide additional technical assistance throughout the application process. This includes assistance with the application process, Benefit Cost Analysis, Engineering Feasibility and Environmental/Historical Preservation Compliance. If there are any questions regarding the allocation of funds or the project review and selection criteria, please call Bureau staff at one of the following numbers:

Program Eligibility: (850) 815-4537 or (850) 815-4503
Environmental: (850) 228-6679
Engineering and Technical Feasibility: (850) 528-5713

For additional information and technical assistance, please refer to FEMA's *Hazard Mitigation Assistance Guidance* document available at the link below.

www.fema.gov/grants/mitigation/learn/hazard-mitigation-assistance-guidance

To assist you in submitting qualified project applications, the following attachments are located on the Division website Floridadisaster.org/hmgp.

<u>Attachment A:</u>	<u>Pre-award Cost Guidance and Form</u>
<u>Attachment B:</u>	<u>DR-4828 3-month Estimate of Available HMGP Funding</u>
<u>Attachment C:</u>	<u>DR-4834 3-month Estimate of Available HMGP Funding</u>
<u>Attachment D:</u>	<u>Sample LMS Project Submission Letter</u>
<u>Attachment E:</u>	<u>Florida Administrative Code 27P-22</u>
<u>Attachment F:</u>	<u>Data Collection Worksheet Notice</u>
<u>Attachment G:</u>	<u>Authorizing Agent Approval Form</u>
<u>Attachment H:</u>	<u>HMGP SRMC Request Form</u>
<u>Attachment I:</u>	<u>DEMES Access Request and Guidance</u>

KG/jj
Attachments

Attachment A

Pre-Award Cost Guidance and Request Form

If you wish to request pre-award costs with your project, or would like to know more about pre-award costs, follow the link below and look under the “Application” menu for both the guidance and request form.

www.floridadisaster.org/hmgrp

Questions on regarding pre-award costs may be directed to:

DEM_HazardMitigationGrantProgram@em.myflorida.com

Attachment B

FEMA-4828-DR-FL
30-Day Estimate as of 2/6/2025

County	Regular Projects HMGP Funding	25% Match Required
Alachua	\$ 11,867,595.20	\$ 3,955,865.07
Baker	\$ 1,434,022.02	\$ 478,007.34
Bay	\$ 42,231.20	\$ 14,077.07
Bradford	\$ 3,106,392.81	\$ 1,035,464.27
Calhoun	\$ -	\$ -
Charlotte	\$ 14,952,307.31	\$ 4,984,102.44
Citrus	\$ 11,426,919.05	\$ 3,808,973.02
Collier	\$ 803,173.47	\$ 267,724.49
Columbia	\$ 15,170,398.94	\$ 5,056,799.65
Dixie	\$ 23,253,912.66	\$ 7,751,304.22
DeSoto	\$ 54,436.84	\$ 18,145.61
Duval	\$ 5,413,556.16	\$ 1,804,518.72
Escambia	\$ -	\$ -
Franklin	\$ 207,402.62	\$ 69,134.21
Gadsden	\$ -	\$ -
Gilchrist	\$ 2,839,317.28	\$ 946,439.09
Gulf	\$ 105,850.52	\$ 35,283.51
Hamilton	\$ 21,024,325.83	\$ 7,008,108.61
Hernando	\$ 7,778,528.26	\$ 2,592,842.75
Hillsborough	\$ 76,161,542.39	\$ 25,387,180.80
Holmes	\$ -	\$ -
Jackson	\$ -	\$ -
Jefferson	\$ 4,150,310.99	\$ 1,383,437.00
Lafayette	\$ 19,122,366.73	\$ 6,374,122.24
Lee	\$ 7,262,310.39	\$ 2,420,770.13
Leon	\$ 3,514,470.43	\$ 1,171,490.14
Levy	\$ 7,766,322.88	\$ 2,588,774.29
Liberty	\$ 55,266.02	\$ 18,422.01
Madison	\$ 25,722,811.30	\$ 8,574,270.43
Manatee	\$ 40,280,509.60	\$ 13,426,836.53
Marion	\$ 684,412.22	\$ 228,137.41
Monroe	\$ -	\$ -

County	Regular Projects HMGP Funding	25% Match Required
Nassau	\$ 27,930.69	\$ 9,310.23
Okaloosa	\$ 44,608.02	\$ 14,869.34
Pasco	\$ 52,950,564.28	\$ 17,650,188.09
Pinellas	\$ 240,228,219.55	\$ 80,076,073.18
Putnam	\$ 597,123.84	\$ 199,041.28
Santa Rosa	\$ -	\$ -
Sarasota	\$ 22,286,239.21	\$ 7,428,746.40
Sumter	\$ -	\$ -
Suwannee	\$ 25,065,266.90	\$ 8,355,088.97
Taylor	\$ 31,817,853.30	\$ 10,605,951.10
Union	\$ 1,869,778.40	\$ 623,259.47
Wakulla	\$ 565,264.68	\$ 188,421.56
Walton	\$ -	\$ -
Washington	\$ -	\$ -
	\$ 679,653,542.00	\$ 226,551,180.67

Based on FEMA Letter dated 11/5/2024

Attachment C

FEMA-4834-DR-FL
30-Day Estimate as of 2/17/2025

County	Regular Projects HMGP Funding	25% Match Required
Alachua	\$ 262,044.26	\$ 87,348.09
Baker	\$ -	\$ -
Bradford	\$ 11,316,805.17	\$ 3,772,268.39
Brevard	\$ 11,720,400.84	\$ 3,906,800.28
Broward	\$ 1,080,692.90	\$ 360,230.97
Charlotte	\$ 42,333,235.14	\$ 14,111,078.38
Citrus	\$ 4,785,637.97	\$ 1,595,212.66
Clay	\$ 7,077,127.47	\$ 2,359,042.49
Collier	\$ 5,389,388.02	\$ 1,796,462.67
Columbia	\$ -	\$ -
DeSoto	\$ 1,792,051.07	\$ 597,350.36
Dixie	\$ -	\$ -
Duval	\$ 2,845,024.61	\$ 948,341.54
Flagler	\$ 4,297,585.40	\$ 1,432,528.47
Gilchrist	\$ -	\$ -
Glades	\$ 264,365.33	\$ 88,121.78
Hamilton	\$ -	\$ -
Hardee	\$ 2,316,278.75	\$ 772,092.92
Hendry	\$ 290,962.60	\$ 96,987.53
Hernando	\$ 16,373,907.33	\$ 5,457,969.11
Highlands	\$ 6,696,162.33	\$ 2,232,054.11
Hillsborough	\$ 236,096,038.77	\$ 78,698,679.59
Indian River	\$ 9,176,197.40	\$ 3,058,732.47
Lafayette	\$ -	\$ -
Lake	\$ 16,647,734.22	\$ 5,549,244.74
Lee	\$ 28,761,078.55	\$ 9,587,026.18
Levy	\$ 384,684.34	\$ 128,228.11

County	Regular Projects HMGP Funding	25% Match Required
Madison	\$ -	\$ -
Manatee	\$ 100,632,807.47	\$ 33,544,269.16
Marion	\$ 4,725,213.47	\$ 1,575,071.16
Martin	\$ 5,610,253.55	\$ 1,870,084.52
Miami-Dade	\$ 2,870,056.87	\$ 956,685.62
Monroe	\$ -	\$ -
Nassau	\$ -	\$ -
Okeechobee	\$ 1,509,663.81	\$ 503,221.27
Orange	\$ 37,088,479.56	\$ 12,362,826.52
Osceola	\$ 6,975,754.24	\$ 2,325,251.41
Palm Beach	\$ 10,135,753.39	\$ 3,378,584.46
Pasco	\$ 62,682,520.17	\$ 20,894,173.39
Pinellas	\$ 176,019,986.51	\$ 58,673,328.84
Polk	\$ 49,676,965.73	\$ 16,558,988.58
Putnam	\$ 2,291,029.29	\$ 763,676.43
Sarasota	\$ 92,387,860.12	\$ 30,795,953.37
Seminole	\$ 7,449,350.47	\$ 2,483,116.82
St. Johns	\$ 4,727,074.15	\$ 1,575,691.38
St. Lucie	\$ 14,910,089.84	\$ 4,970,029.95
Sumter	\$ 5,095,800.69	\$ 1,698,600.23
Suwannee	\$ 88,563.23	\$ 29,521.08
Taylor	\$ -	\$ -
Union	\$ -	\$ -
Volusia	\$ 43,499,665.51	\$ 14,499,888.50
	\$ 1,038,284,290.56	\$ 346,094,763.52

Based on NEMIS as of 11/19/2024

Attachment D

(On agency letterhead)

Date

Mrs. Laura Dhuwe, Deputy State Hazard Mitigation Officer
Florida Division of Emergency Management
2555 Shumard Oak Boulevard Tallahassee,
Florida 32399-2100

Re: Hazard Mitigation Grant Program (HMGP) applications for FEMA XXX-DR-FL,
Disaster Name

Dear Mrs. Dhuwe:

The _____ County Local Mitigation Strategy (LMS) working group has approved by vote and prioritized the following projects for HMGP funding from this disaster. These projects align with our LMS goals and objectives as noted, and with the State's mitigation goals and objectives {in accordance with the Code of Federal Regulations 44 §201.6}.

The _____ County LMS group therefore presents the projects below (or in the attachment) in the order that they are to be considered for funding.

FEMA XXX-DR-FL Disaster Name

Funding Priority	Project Name or Description	Applicant	Goal/Objective Implemented	Estimated Total Project Cost	Estimated Federal Share
1.	Project name	Applicant	3. B. (2}	\$000,000	\$000,000
2.	Project name	Applicant	1. A. (4)	\$000,000	\$000,000
3.	Project name	Applicant	2. B. (4)	\$000,000	\$000,000
Etcetera					

For further information or inquiry, please contact me at (insert phone number and email).

Sincerely,

_____, LMS Chair
_____, County LMS

cc:

Attachment E

CHAPTER 27P-22 HAZARD MITIGATION GRANT PROGRAM

27P-22.001	Purpose
27P-22.002	Definitions
27P-22.003	Eligibility
27P-22.004	LMS Working Groups
27P-22.005	Local Mitigation Strategy
27P-22.006	County Allocations and Project Funding
27P-22.007	Application

27P-22.001 Purpose.

This chapter describes the processes for application, project selection and distribution of funds under the Hazard Mitigation Grant Program.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.001.

27P-22.002 Definitions.

(1) “Adoption” means a resolution, ordinance or other formal action taken by the governing body of a county or municipality indicating agreement with and acceptance of the relevant Local Mitigation Strategy.

(2) “Application” means the request for hazard mitigation funding as submitted to the Division of Emergency Management (Division or FDEM) by an Applicant.

(3) “Applicant” means a state agency, local government, Native American tribe or authorized tribal organization or private non-profit organization requesting hazard mitigation funding.

(4) “DEMES” means Division of Emergency Management Enterprise Solution.

(5) “DHS” means Department of Homeland Security.

(6) “FEMA” means the Federal Emergency Management Agency.

(7) “Hazard” means a condition that exposes human life or property to harm from a man-made or natural disaster.

(8) “Hazard Mitigation” means any action taken to reduce or eliminate the exposure of human life or property to harm from a man-made or natural disaster.

(9) “Hazard Mitigation Grant Program”, herein referred to as HMGP, means the program authorized under Section 404 of the Stafford Act and implemented by 44 C.F.R., Part 206, Subpart N, dated October 1, 2023, hereby incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-16911>, a copy of which may be obtained by contacting the Division, which provides funding for mitigation projects as identified in the State Hazard Mitigation Plan.

(10) “Local Mitigation Strategy” or “LMS” means a plan to reduce identified hazards within a county.

(11) “Project” means a hazard mitigation measure as identified in an LMS.

(12) “Repetitive loss structures” means structures that have suffered two or more occurrences of damage due to flooding and which have received payouts from the National Flood Insurance Program as a result of those occurrences.

(13) “State Hazard Mitigation Plan” means Florida’s version of the Hazard Mitigation Plan referred to in 44 C.F.R., Part 206, Subpart N and approved by FEMA. The State Hazard Mitigation Plan is set forth in the Enhanced State Hazard Mitigation Plan 2018, hereby incorporated into this rule by reference, <https://www.flrules.org/Gateway/reference.asp?No=Ref-12334>. A copy may be obtained by contacting the Division of Emergency Management.

(14) “Working Group” is the group responsible for the development and implementation of the Local Mitigation Strategy.

Rulemaking Authority 252.35(2)(r), (y) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.002, Amended 7-18-13, 11-24-20, 10-7-24.

27P-22.003 Eligibility.

(1) Eligible types of projects shall include, but not be limited to, the following:

(a) Certain new construction activities that will result in protection from hazards;

(b) Retrofitting of existing facilities that will result in increased protection from hazards;

(c) Elevation of flood prone structures;
(d) Vegetative management/soil stabilization;
(e) Infrastructure protection measures;
(f) Stormwater management/flood control projects;
(g) Property acquisition or relocation; and
(h) Plans that identify and analyze mitigation problems and include funded, scheduled programs for implementing solutions, within the same disaster.

(2) In order to be eligible for funding, projects shall meet the following requirements:

(a) Conform to the State Hazard Mitigation Plan;
(b) Conform to the funding priorities for the disaster as established in the LMS governing the project;
(c) Conform to the following federal regulations incorporated by reference, copies of which may be obtained by contacting the Division:

1. 44 C.F.R., Part 9, Floodplain Management and Protection of Wetlands, dated October 1, 2019, incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-12335>;

2. DHS Directive 023-01, Revision 01, dated 10/31/2014, incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-12336>;

3. DHS Instruction 023-01-001-01, Revision 01, dated 11/6/2014, incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-12337>;

4. FEMA Directive 108-1, dated 10/10/2018, incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-12338>; and

5. FEMA Instruction 108-1-1, dated 10/10/2018, incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-12339>.

(d) Eliminate a hazard independently or substantially contribute to the elimination of a hazard where there is reasonable assurance that the project as a whole will be completed; and

(e) Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a disaster.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.003, Amended 11-24-20.

27P-22.004 LMS Working Groups.

Each county electing to participate in the HMGP must have a formal LMS Working Group and a current FEMA approved LMS.

(1) Not later than the last working weekday of January of each year the Chairperson of the Board of County Commissioners shall submit to the Division a list of the members of the Working Group and its designated Chairperson and Vice-Chairperson.

(2) The Working Group shall include, at a minimum:

(a) Representation from various agencies of county government which may include, but not be limited to, planning and zoning, roads, public works and emergency management;

(b) Representation from all interested municipalities within the county; and

(c) Representation from interested private organizations, civic organizations, trade and commercial support groups, property owners associations, Native American Tribes or authorized tribal organizations, water management districts, regional planning councils, independent special districts and non-profit organizations.

(3) The county shall submit documentation to show that within the preceding year it has issued a written invitation to each municipality, private organization, civic organization, Native American Tribe or authorized tribal organization, water management district, independent special district and non-profit organization, as applicable, to participate in the LMS working group. This documentation shall accompany the membership list submitted to the Division.

(4) The Working Group shall have the following responsibilities:

(a) To designate a Chairperson and Vice-Chairperson;

(b) To develop and revise an LMS as necessary;

(c) To coordinate all mitigation activities within the County;

(d) To set an order of priority for local mitigation projects; and

(e) To submit annual LMS updates to the Division by the last working weekday of each January. Updates shall address, at a

minimum:

1. List of Working Group Members including Chair and Vice-Chair;
2. Changes to the hazard assessment;
3. Updated project priority list including estimated costs and potential funding sources;
4. Changes to the critical facilities list;
5. Changes to the repetitive loss list; and
6. Revisions to any maps.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.004, Amended 7-18-13, 11-24-20.

27P-22.005 Local Mitigation Strategy.

Each LMS shall have the following components:

(1) A description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances or programs that guide those activities; and any deficiencies in the policies, ordinances, and programs with recommendations to correct those deficiencies.

(2) A description of the methods used to engage private sector participation.

(3) A statement of general mitigation goals, with Working Group recommendations for implementing these goals, and estimated dates for implementation.

(4) A description of the procedures used by the Working Group to review the LMS at regular intervals to ensure that it reflects current conditions within the County.

(5) A hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible.

(6) A statement of procedures used to set the order of priority for projects based on project variables which shall include technical and financial feasibility.

(7) A list of approved projects in order of priority with estimated costs and associated funding sources.

(8) A list of critical facilities that must remain operational during and after a disaster.

(9) A list of repetitive loss structures.

(10) Maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History—New 2-24-02, Formerly 9G-22.005.

27P-22.006 County Allocations and Project Funding.

(1) The available HMGP funds shall be allocated to the counties included in the relevant presidential disaster declaration, as defined in Section 252.34(2), F.S., in proportion to each county's share of the federal disaster funding from the Public Assistance, Individual Assistance and Small Business Administration programs as of 120 days after the disaster declaration as reported by FEMA.

(a) Eligible and submitted projects for each county included in the relevant presidential disaster declaration will be funded in order of priority as outlined in the LMS Working Group endorsement letter until the allocated funds are exhausted, or all eligible projects are funded, whichever occurs first.

(b) Any allocation remaining after all eligible projects in any declared county are funded shall be reallocated to those counties included in the relevant presidential disaster declaration whose allocation was not sufficient to fund all submitted eligible projects in proportion to each county's share of unfunded projects.

(2) If funds remain after all eligible projects under subsection (1) above have been funded, then they shall be applied to fund eligible projects submitted from counties not included in the relevant presidential disaster declaration on a first-come-first-served basis until all available funds are obligated.

(3) Once a project has been selected for funding, the agreement between the applicant and the Division regarding the terms and conditions of the grant shall be formalized by contract.

27P-22.007 Application.

(1) The following entities may apply for funding under the program:

(a) State agencies and local governments;

(b) Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in 44 C.F.R., §206.221(e), dated October 1, 2023, hereby incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-16910> a copy of which may be obtained by contacting the Division; and

(c) Indian tribes or authorized tribal organizations.

(2) The Division shall notify potential applicants of the availability of HMGP funds by publishing a Notice of Funding Availability in the Florida Administrative Register.

(3) Applicants will have not less than ninety (90) days from the date of notification to submit project applications. The opening and closing dates will be specified in the Notice of Funding Availability available at www.floridadisaster.org.

(4) A LMS Working Group endorsement letter shall accompany each application from the Chairperson or Vice-Chairperson of the LMS Working Group endorsing the project. The endorsement shall verify that the proposed project does appear in the current LMS and state its priority in relation to other submitted projects. Applications without this letter of endorsement will not be considered.

(5) Applications must be submitted using FDEM's DEMES system available at www.floridadisaster.org. Instructions on how to register and apply may be obtained by contacting the Division or visiting www.floridadisaster.org. In addition, these instructions will be circulated as a part of the Notice of Funding Availability for its respective disaster grant cycle.

(6) If the Division receives an incomplete application, the applicant will be notified in writing of the deficiencies. The applicant will have thirty (30) calendar days from the date of the letter to resolve the deficiencies. If the deficiencies are not corrected by the deadline the application will not be considered for funding.

Attachment F

Data Collection Worksheet Notice

If you are submitting project applications for the project types listed below, follow the link and look under “Project Worksheets” for the form pertaining to your project. These worksheets will help ensure that the appropriate information is given to the state and assist us in reviewing your application more efficiently.

Project Worksheets

- Wind Retrofit
- Flood Control - Drainage Improvements
- Generator
- Hurricane Safe Rooms
- Tornado Safe Rooms
- Wildfire
- Drought
- Utility Mitigation

In addition, a new worksheet was developed to assist sub-applicants submitting acquisition-related projects. To find this document, follow the same link and look under “For Acquisition Projects.”

www.floridadisaster.org/hmgrp

Attachment G



AUTHORIZING AGENT APPROVAL

For those entities applying for the Hazard Mitigation Grant Program (HMGP), assurance is needed to ensure that non-federal funds are, or will be, secured for the proposed action by the project start date. An Authorizing Agent's signature is needed to provide this. An Authorizing Agent is the chief elected official of a local government who has signature authority, such as a Chairperson of the Board of County Commissioners for a County, the Mayor of a municipality, or an elected Board Member for a private non-profit. Any entity may delegate this authority to a subordinate official by resolution of the governing body. If this is the case, Proof of Authorization must be provided as a separate attachment in Section VI of the relevant HMGP application in DEMES. This form must be fully completed, signed, and submitted into DEMES for an application to be received by FDEM. Applicants will be prompted for this form in the final step of the DEMES HMGP application. Ensure that the information provided here matches the relevant DEMES application. For questions, please email DEM_HazardMitigationGrantProgram@em.myflorida.com.

PROJECT INFORMATION

APPLICANT (ENTITY): Click or tap here to enter text.

COUNTY: Choose an item.

FEMA DISASTER: Click or tap here to enter text.

PROJECT TITLE: Click or tap here to enter text.

TOTAL PROJECT COST: Click or tap here to enter text.

FEDERAL SHARE: Click or tap here to enter text.

NON-FEDERAL SHARE: Click or tap here to enter text.

AUTHORIZING AGENT

FIRSTNAME: Click or tap here to enter text.

LAST NAME: Click or tap here to enter text.

TITLE: Click or tap here to enter text.

ADDRESS: Click or tap here to enter text.

CITY: Click or tap here to enter text.

STATE: Click or tap here to enter text.

ZIP CODE: Click or tap here to enter text.

PHONE: Click or tap here to enter text.

EMAIL: Click or tap here to enter text.

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program, as contained in the program guidelines, and affirms that all information contained in this application is true and correct to the best of my knowledge. The governing body of the applicant duly authorized the document, and hereby applies for the assistance documented in this application.

AUTHORIZING AGENT SIGNATURE Click or tap here to enter text.
DATE

☐ Proof of Authorization – Delegation of Authority attached in Section VI

Attachment H

Sub-Recipient Management Cost Request Form

Any applicant requesting sub-recipient management cost (SRMC) in their application for their project must include a completed SRMC request form at application. This form is available on the FDEM's HMGP site at the link provided. The form itself is underneath the "Application" dropdown menu and contains SRMC forms for phased and non-phased projects, guidance and reference information, and sample forms for phased and non-phased projects. If you have any questions regarding this form, please email the HMGP distribution list at demsrmchelpdesk@em.myflorida.com.

www.floridadisaster.org/hmgp

Attachment I

New and Existing Users

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the SAM system. Requesting a UEI using Sam.gov can be found at: <https://sam.gov/content/entity-registration>.

Existing SAM.gov account holders should check their account to make sure it is “ACTIVE.” SAM registration should be completed at the very beginning of the year and should be renewed annually to avoid being “INACTIVE.” Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA’s system recognizes the information.

It is imperative that the information applicants provide is correct and current. Please ensure that your organization’s name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient’s having a current SAM registration.

For new and existing users in DEMES, the UEI is used to identify entity accounts for all federal grant programs and it is important that the UEI for your entity is up-to-date to avoid any issues during the application process.

Requesting access

If you have already registered for an account in DEMES then disregard the information on this page.

1. Go to www.fdempportal.com/grants
2. The “**Register**” link will allow you to complete the required contact information to log in to the Division of Emergency Management Enterprise Solution (DEMES). Typically, your email address is also your username. Be sure to remember the password that you set on the initial Sign-Up page (Figures A and B).
3. Use the Account search to enter in the name of the organization for which you are requesting access. If the Account search does not render the organization, contact DEM_hazardmitigationgrantprogram@em.myflorida.com for assistance before clicking “Can’t Find Account,” as the account you are looking for may exist in a different format (Figure C).
4. The next “**Register for Access**” screens require more information to update your Contact record and to indicate the Organization Account for access purposes. **Make sure to select “Mitigation” as the Bureau you intend to submit an application under** as that is where your registration will go for approval (Figure D).
5. Complete the requested information (red asterisk * means required field) and click the Next button until you see a confirmation message that your request is under review.

This will submit your Contact information for approval by FDEM. You will receive email communication from FDEM about access to your organization’s account.

If the “Register for Access” page is presented when you login to the community, it means that your request for access is still in the queue for processing by FDEM.

Do note that if you are a contractor or use an email that is not able to be verified to your relevant account, that additional verification will be required by your entity’s supervisor.

Figure A

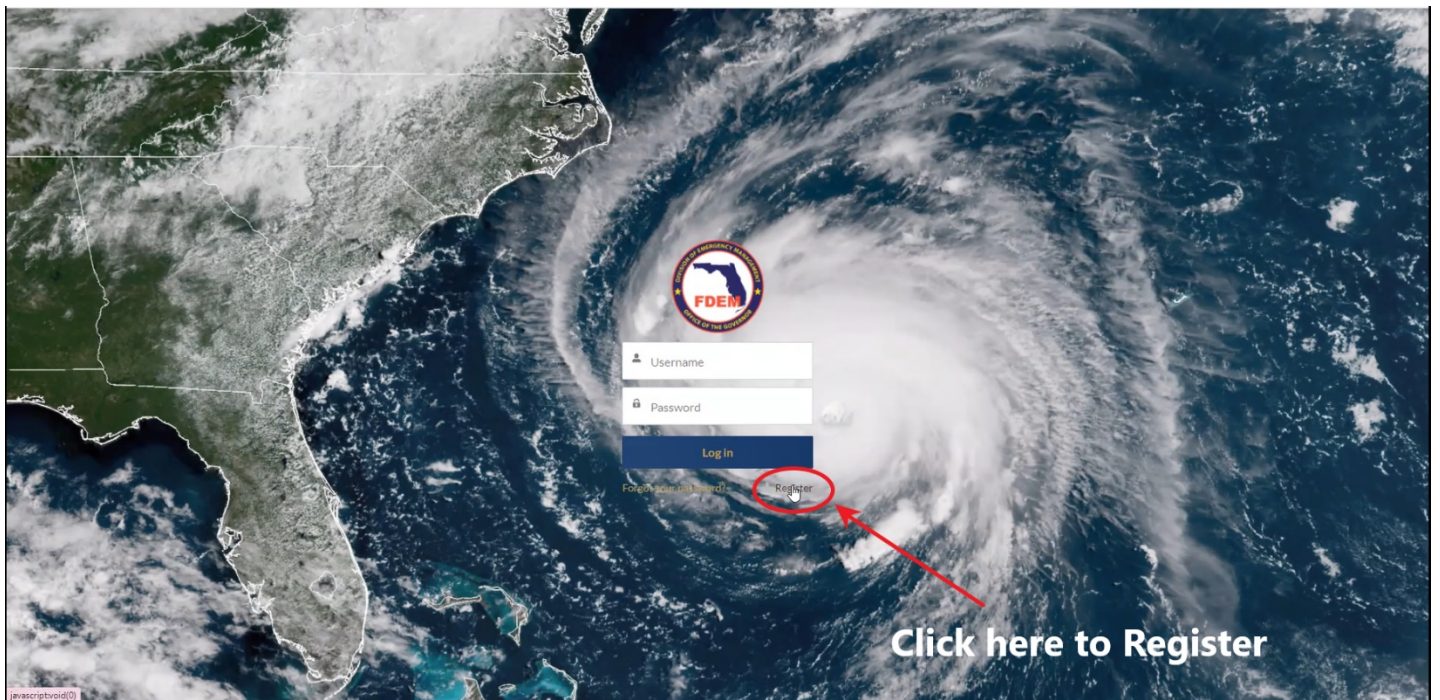


Figure B

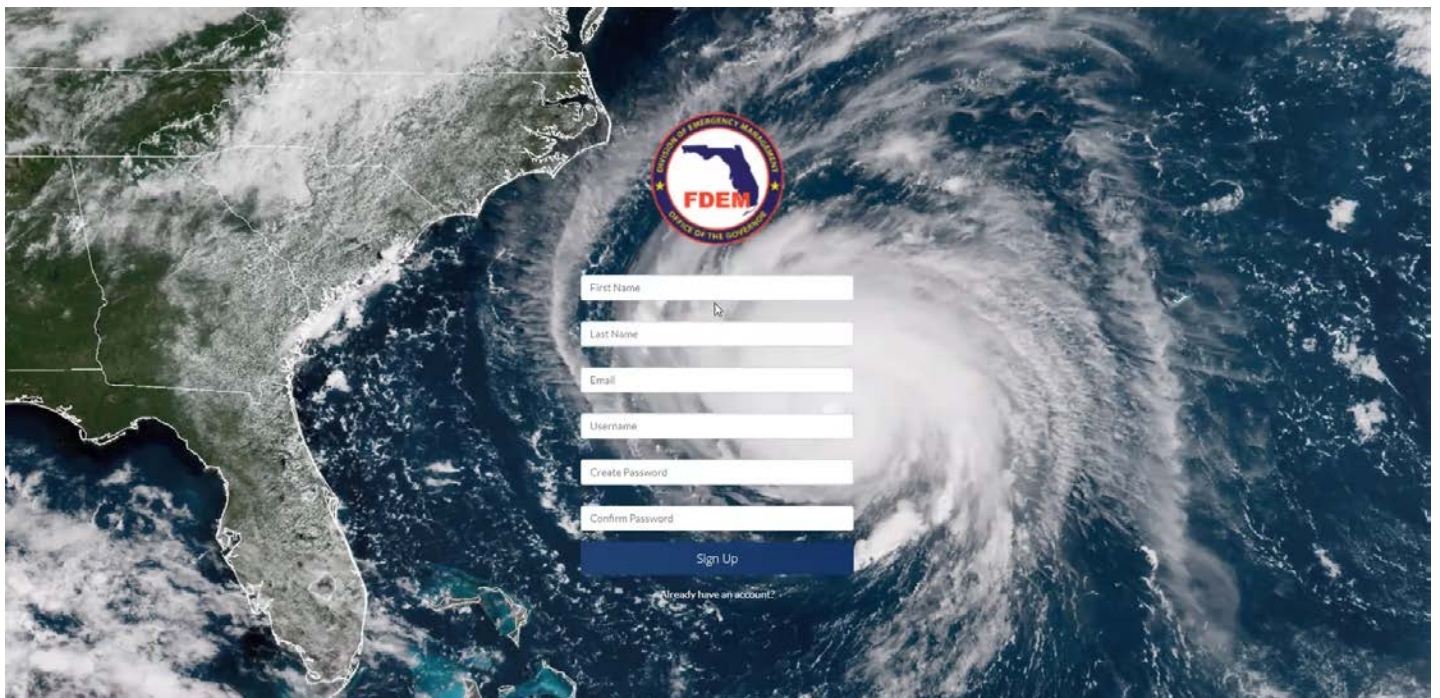


Figure C



Home

Account Access Search

Enter Account Name

Bay County

Request Access

Can't find your account?

Name	Billing Address	Phone
☐ Anchorage Children's Home of Bay County, Inc.	2121 Usenby Avenue, Panama City, Florida	
☒ Bay County	840 W. 11th St., Panama City, Florida	850-784-6167
☐ Bay County Chamber of Commerce	PO Box 1850, Panama City, Florida	
☐ Bay County Conservancy, Inc.	po box 1182, panama city, Florida	
☐ Bay County Department of Health	397 W 11th Street, Panama City, FL	850-872-4455
☐ Bay County Emergency Management	700 Highway 2300, Panama City, FL	
☐ Bay County Health System, LLC	615 North Bonita Avenue, Panama City, Florida	
☐ Bay County Sheriff's Office	3421 North Highway 77, Panama City, Florida	850-747-4700 ext. 2202
☐ Bay County Transportation Planning Organization	840 WEST 11TH STREET, PANAMA CITY, Florida	
☐ Boys & Girls Clubs of Bay County	PO BOX 914, PANAMA CITY, Florida	
☐ Callaway Community & Arts Center/Bay County Health Department	500 Callaway Pkwy, Callaway, FL	(850) 819-8678
☐ Central Panhandle Fair in Bay County, Inc.	P.O. Box 35007, Panama City, FL	
☐ Girls Incorporated of Bay County	1100 Fountain Avenue, Panama City, Florida	
☐ Panama City-Bay County Airport and Industrial District	6300 West Bay Parkway Box A, Panama City, Florida	
☐ School Board of Bay County Florida	1311 Balboa Avenue, Panama City, Florida	
☐ Shelter in Place Bay County	Private Residence,	

Figure D



Home

Register for Access

Name

First Name

Bob

Last Name

Test

*Email

bobtest@invalid.com

*Business Phone

9042009001

Phone extension

Mobile Phone

*Please Select Your User Type:

Representative for an Applicant Organization

Representative for an Applicant Organization

Sub-Applicant or Sub-Recipient

Contractor for Sub-Applicant or Contractor for Sub-Recipient

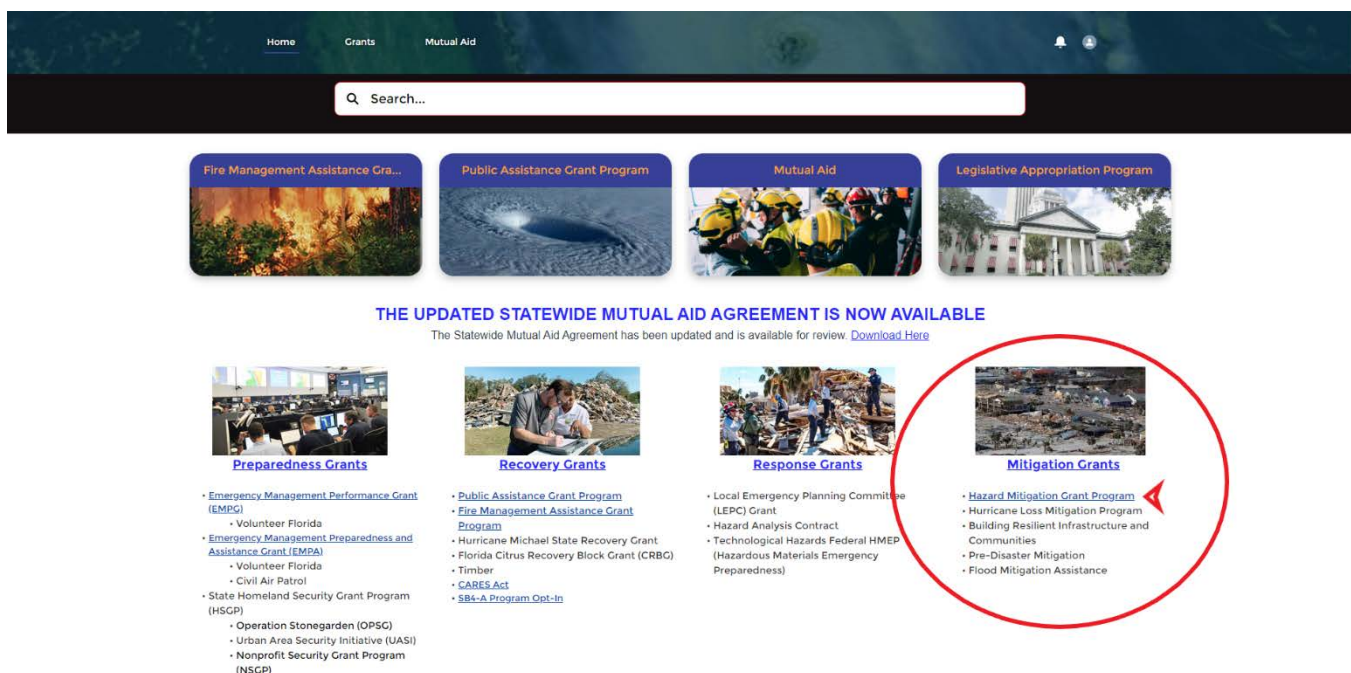
Next

Community Home Screen

After the user has been granted access by FDEM personnel to one or more Organization Accounts, the logged-in user will see the FDEM Grants Management home page described below (Figure E):

1. Community header provides quick links to return to the HOME screen, the Applications list screen, Agreements list, and Projects list
 - a. **Project:** Use this link to view existing applications. When you create an application, make sure to write down the Project Identification (PID) number that is generated. This will allow you to search for it again.
2. **Preparedness Grants:** Provides additional information regarding preparedness grants
3. **Recovery Grants:** Provides additional information regarding recovery grants and clickable links into recovery grant applications
4. **Response Grants:** Provides additional information regarding response grants
5. **Mitigation Grants:** Provides additional information regarding mitigation grants.
 - a. **Hazard Mitigation Grant Program:** This link will take you to a screen to review existing applications or to begin a new one.

Figure E



Mitigation

Submitting a New HMGP application

Log into your DEMES Account

1. Click “Hazard Mitigation Grant Program” link to create an application for a specific grant (see previous Figure E) or to see a previously created application.
2. From the Hazard Mitigation Grant Program page you can go back to previously created application or click “Create New Mitigation Application” to start a new one (Figure F).
3. An automated process will walk you through a series of questions to generate the application record. Be mindful of which disaster you are applying for and which entity you are applying under, in the event multiple grant periods are open at one time or your associated with multiple accounts (Figure G).
4. On the application page you will see on the left-hand side an Application Number (formatted as PID-#####). Write this down so that you can return to the same application at a later time (Figure H).
5. When finished, the application will appear with each section to be completed (Figure H).
 - a. As each section is complete and “Saved”, it will turn green. Clicking “Cancel” while in a section will not save entered data
 - b. Upon ALL sections being complete/green, the Submit button will turn blue and be clickable. Clicking “Submit” will send the application to your Authorize Applicant Agent for final signature. Once that is completed, your application will be fully submitted to FDEM for review.

Figure F

HomeSubrecipient AgreementsProjects

Search...

IMPORTANT NOTE:

The List Below Displays your Mitigation Applications

If you know your PID #, you can use the Search box on the Top Right Corner to Search for your Application

Use the 'Create New Mitigation Application' to start a New Application

My HMGP Mitigation Applications

Updated a few seconds ago

Search this list...

Create New Mitigation Application

	Proj...	Pr...	Subrecipient	Project Title	Grant
1	PID-147324				4680 Nicole -
2	PID-147217				4680 Nicole -
3	PID-144962				4680 Nicole -
4	PID-142494				4673 Ian - Mit
5	PID-142482				4673 Ian - Mit
6	PID-142445				4673 Ian - Mit
7	PID-142521				4673 Ian - Mit
8	PID-142273				4673 Ian - Mit
9	PID-142272				4673 Ian - Mit
10	PID-142247				4673 Ian - Mit
11	PID-142243				4673 Ian - Mit
12	PID-142242				4673 Ian - Mit
13	PID-142241				4673 Ian - Mit
14	PID-142227				4673 Ian - Mit
15	PID-142219				4680 Nicole -

Figure G

HomeSubrecipient AgreementsProjects

Search...

IMPORTANT NOTE:

The List Below Displays your Mitigation Applications

If you know your PID #, you can use the Search box on the Top Right Corner to Search for your Application

Use the 'Create New Mitigation Application' to start a New Application

My HMGP Mitigation Applications

Updated a few seconds ago

Search this list...

Create New Mitigation Application

	Proj...	Pr...	Subrecipient	Project Title	Grant
1	PID-147324				4680 Nicole -
2	PID-147217				4680 Nicole -
3	PID-144962				4680 Nicole -
4	PID-142494				4673 Ian - Mit
5	PID-142482				4673 Ian - Mit
6	PID-142445				4673 Ian - Mit
7	PID-142521				4673 Ian - Mit
8	PID-142273				4673 Ian - Mit
9	PID-142272				4673 Ian - Mit
10	PID-142247				4673 Ian - Mit
11	PID-142243				4673 Ian - Mit
12	PID-142242				4673 Ian - Mit
13	PID-142241				4673 Ian - Mit
14	PID-142227				4673 Ian - Mit
15	PID-142219				4680 Nicole -

Flow

Hazard Mitigation Grant Program

Account Name

FEIN

Next

Figure H

[Home](#)[Subrecipient Agreements](#)[Projects](#)

Search...



IMPORTANT NOTE: Documents attached within the application will not be visible within the application document for signature. Please be sure prior to uploading the required documents into the application that they are valid and approved.

For questions or assistance concerning the HMGP application, state HMCP staff can be reached through the following methods.

Phone: (850) 759-3574
Email: [DEM Hazard Mitigation](#)

You may also refer to the [HMGP Application Checklist](#) for additional guidance.

HMGP APPLICATION

Application Number PID-142209	Application Status New	Application Created Date 7/11/2023, 9:18 AM	Application Due Date 10/20/2023
----------------------------------	---------------------------	--	------------------------------------



[I. Application Information](#)

[II. Project Description](#)

[III. Project Location](#)

[IV. Budget/Costs](#)

[V. Environmental Review and Historic Preservation Compliance](#)

[VI. Attachments](#)

[VII. Submit](#)

[Withdraw Application](#)

[MyFlorida.com](#) [Contact Us](#) [Open Government](#) [FDEM Long Range Program Plan](#) [Employment](#)

© 2023 FDEM | All rights reserved.

Page 166 of 234

Application sections:

1. **Applicant Information:** Complete requested fields/information
 - a. **NOTE** *Authorized Applicant Agent:* This is the individual who has signature authority for your entity to approve funds for this project. It will need to match the person signing the Original Application attachment later. Options: Checkbox: I am the authorized agent (Application Prepared By individual), OR Name, Title, Address information for someone OTHER than individual preparing (Figure I).
2. **Project Description:** Complete requested fields/information
 - a. **NOTE** Some questions are multiple select with boxes marked “Available” and “Chosen.” For the Available options you want, highlight and use the arrow to move it to the “Chosen” box (Figure J).
3. **Project Location(s):** Complete requested fields/information
 - a. **NOTE** To enter location data, or multiple locations, enter the location address or coordinates and enter the Title Holder. Click “Create Location Data” to add it to the application. It will appear in the list below it if you did it correctly. Continue this process for any additional locations (Figure K). A delete option is available if a location was entered incorrectly.
4. **Budget/Costs:** Complete requested fields/information
 - a. **NOTE** Budget amounts must equal Funding Source Amounts. Percentage of each Funding Source is auto-calculated upon updating the table after amounts are entered (Figures L and M).
 - b. Be sure to click the “Update” button located at the bottom of the Budget table and the Funding Sources table.
5. **Environmental Review and Historic Preservation Compliance:** Complete requested fields/information
6. **Attachments:** There are 10 total required documents that must be uploaded prior to submittal (9 in the Section VI and 1 at the time of submission). To attach the required document, select the appropriate document from the files drop down list, click “Upload” to attach the file from your local computer. After the upload is complete, the document file name will appear and the required document checkbox will be marked true (Figure N).
 - a. **NOTE** Be aware that once a file is submitted, it cannot be retracted. If you accidentally upload the wrong document or need to update a file already submitted, just upload the new file with an updated file name denoting that it is the correct document.
7. **Submit:** Upon completion of all Application sections, click Submit. You will be asked to upload the final required document, which is an Authorizing Agent Approval Form. This document must be fully completed and signed by your Authorizing Agent. No additional signature is needed. Once uploaded you will be allowed to complete the submission process.

Figure I

I. Application Information

Authorized Applicant Agent (proof of authorization authority required):
An authorized agent is the chief elected official of a local government who has signature authority

I am the Authorized Agent:
☐

*First Name:

*Last Name:

*Title:

*Street Address:

*City:

*State:

*Zip Code:

*Telephone:

*Email:

Local Mitigation Strategy (LMS) Compliance

Cancel

Save

Figure J

II. Project Description

Acquisition and Demolition

Acquisition and Relocation

*List the total number of persons that will be protected by the proposed project (include immediate population affected by the project only):

*List how many acres of "Total Impacted Area" is to be protected by the proposed project (include immediate area affected by the project only):

*Fill in the level of protection and the magnitude of event the proposed project will mitigate. (e.g. 23 structures protected against the 100-year storm event (1% chance)
(___ structure(s) protected against the ___ -year storm event (10, 25, 50, 100, or 500 year storm event) ___ structure(s) protected against ___ mile per hour (mph) winds)

*Check all item(s) the project may impact:

Available

Wetlands

Water Quality

Previously Undisturbed Soil

Floodplain

Chosen

Engineered projects: If your project has been already designed and engineering information is available, attach to your application ALL calculations, H&H study and design plans (e.g. Drainage Improvement, Erosion Control, or other special project types) in section 6.

Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

Cancel

Save

Page 168 of 234

Figure K

III. Project Location

*Describe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s).

Use the "Search for Address" window to search for a location. In order to add the Location to the Project, make sure you click "Add Location Data"

Q Search for address...

* Title Holder

Add Location Data

Manually Enter Geo Coordinates

Title Holder

Address

Zip

Latitude

Longitude

Delete Location

*Is the project site seaward of the Coastal Construction Control Line (CCCL)?

--None--

Cancel

Save

Figure L

IV. Budget/Costs

Applicants must make the determination to request or refuse management costs at the time of formal application submittal. The State will accept the initial determination from the applicant. There will be no recourse from the State for applicants wishing to change their initial determination after the application has been formally submitted.

Name	Budget	Amount
Material		\$0.00
Labor		\$0.00
Fees		\$0.00
Pre-Award Costs		\$0.00
Subtotal-Estimated Project Costs		\$0.00
Contingency		\$0.00
Project Total		\$0.00
Sub-Recipient Management Costs		\$0.00

Update Budget

Cancel

Save

Page 169 of 234

Figure M

IV. Budget/Costs

Federal	Funding Sources	Amount	Percent
Estimated Federal Share			
Sub-Recipient Management Costs			100%

Non-Federal Funding Share	Amount	Percent
Cash		
In-Kind		
In-House		
Global Match		

Other Agency Share	Amount	Percent
Total	\$0.00	100%

Update Funding Sources

Cancel

Save

Figure N

VI. Attachments

Generator

Mitigation Reconstruction

Protective Measures

Safe Room-Hurricane

Safe Room-Tornado

Utility Mitigation

Generator Worksheet

Mitigation Reconstruction Worksheet

Protective Measures Worksheet

Hurricane Safe Rooms

Tornado Safe Rooms

Utility Mitigation Worksheet

A copy of the Panel Information from the FIRM

Acquisition-On-going Federal Activities

Acquisition-Pre-event Value

Acquisition-Property Owner documentation

Acquisition-Statement of Assurances

Acquisition-Voluntary interest

Alternative Site Map

Authorizing Agent

Budget Workbook

City or County Scale Map

Concurrence from Natural Resource Conservation Service

Select File

Files

Upload Files

Previously Uploaded

Budget Workbook-TEST.pdf

Cancel



Agenda Item No: 18.b.

Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: Ken Rubach, Interim Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-36: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING THE AMENDED PARKING PERMIT PROGRAM FOR THE A1A LOT; PROVIDING FOR CONFLICTS AND FOR AN EFFECTIVE DATE.

Explanation: As part of the review of Town Parking Policies, it was noted that the A1A has allowed for monthly parking permits to be issued with no restrictions on who can apply for a permit which is inconsistent with our other monthly permits which require either proof of residency or proof of employment within the Town. Staff is recommending that this language be applied to the A1A lot as well to ensure uniformity across our permitting program. This will mean that in order to obtain these monthly passes for the A1A lot proof of residency will be required or proof of employment at a business located within the corporate boundaries of Lauderdale-By-The-Sea.

Recommendation: Approve Resolution 2025-36: A resolution of the Town Commission of the Town of Lauderdale-By-The-Sea, Florida, adopting the amended parking permit program for the A1A Lot.

Exhibits:

1. Resolution - 2025-36 - Amending Parking Fees and Meter Rates

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

WHEREAS, Sections 19-26 and 19-28 of the Town Code provide that the parking fees and meter rates in the Town will be set by resolution of the Town Commission; and

WHEREAS, on December 15, 2019, the Town Commission adopted Resolution No. 2019-43, adopting an amended schedule of parking fees and meter rates; and

WHEREAS, on January 24, 2023, the Town Commission adopted Resolution No. 2023-04, approving an amended schedule of parking fees and meter rates effective March 1, 2023; and

WHEREAS, on July 23, 2024, the Town Commission adopted Resolution No. 2024-27, approving an amended schedule of parking fees and meter rates effective August 15, 2024; and

30 **WHEREAS**, staff recently completed a review of Town parking policies; and

31 **WHEREAS**, as part of this review, it was noted that monthly parking permits for
32 the A1A lot have been issued without restrictions on eligibility, which is inconsistent with
33 the Town’s other monthly permits; and

34 **WHEREAS**, staff recommends that the eligibility requirements for the A1A lot be
35 amended to require proof of residency or proof of employment at a business located within
36 the corporate boundaries of Lauderdale-By-The-Sea, as set forth in the amended schedule
37 of parking permits attached hereto as Exhibit “A” (the “Amended Permit Schedule”); and

38 **WHEREAS**, the Town Commission finds the adoption of the Amended Fee
39 Schedule is in the best interest of the Town.

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

43
44 **SECTION 1. Recitals.** Each “WHEREAS” clause set forth above is true and
45 correct and incorporated herein by this reference.

46 **SECTION 2. Fees.** The Amended Fee Schedule, attached as Exhibit “A,” is
47 hereby approved. The Amended Fee Schedule shall become effective September 15, 2025.

48 **SECTION 3. Conflict.** All resolutions or parts of resolutions in conflict with this
49 resolution are hereby repealed to the extent of such conflict.

50 **SECTION 4. Effective Date.** This Resolution shall become effective upon
51 passage and adoption.

52 **PASSED AND ADOPTED** this ____ day of September 2025.

53

54

55

56

57 Attest:

58

Mayor Edmund Malkoon

59

60

61 _____
62 Courtney Easley, Acting Town Clerk
63 (CORPORATE SEAL)

64

65

APPROVED AS TO FORM:

66

67

68

69 _____
Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea
Parking Rates Effective September 15, 2025

Line No.	Permit ⁽¹⁾	March 3, 2025	
		Annual	Monthly
1	A1A Parking Lot Government Permit ⁽²⁾	N/A	N/A
2	<u>A1A Parking Lot Permit ⁽¹¹⁾</u>		\$105
3	Bougainvilla (south) Overnight Parking Permit ⁽²⁾		\$85
4	Employee Permit		\$32
5	Event Pre-Paid Permit ⁽⁴⁾		
6	Hardship Permit	\$324	
7	Hardship Visitor Permit (24 hours)	\$38.00 per permit	
8	Reserved Parking Space Permit ⁽⁵⁾		
9	Resident Permit ⁽⁶⁾ (CORRECTED)	\$65.00	
10	Residential Permit - senior ⁽⁶⁾	\$55.00	
11	Government Official Permit ⁽²⁾	\$0.00	
12	Valet Parking Permit ⁽⁸⁾		
	Application Fee	\$100	
	Permit Renewal	\$100	
	Permit Revision	\$50	
13	Visitor Center Overnight Parking Permit ⁽¹⁰⁾		\$105
14	Sea Ranch Lakes Resident Permit	\$100	
Meter Rates ⁽¹⁾		August 5, 2024	
		Hourly	Daily
15	Beach District	\$4.00	
16	Bougainvilla Drive	\$4.00	
17	Poinciana Blvd.	\$4.00	
18	Commercial Blvd Business District	\$1.75	
19	West Tradewinds Ave.	\$1.75	
20	Friedt Park	\$4.00	
21	A1A Lot	\$4.00	
22	South Ocean (4312) Lot	\$4.00	
23	El Mar Lot	\$4.00	
24	El Prado Lot	\$4.00	
25	Town Hall Lot (weekend and event parking) ⁽⁷⁾	\$4.00	
26	Special Events		\$21.00
Policy & Procedures			
(1) Sales Tax: Sales Tax on permits shall be in addition to the permit fee. In off-street parking areas that use Pay Stations, the sales tax shall be in addition to the hourly meter rate. For single space meters, the sales tax shall be included in the hourly fee charged.			
(2) Government Permits: Town Manager is authorized to provide parking permits to governmental agencies without charge for the use of the A1A Parking Lot for periods not to exceed 24 hours and annual permits for the district County Commissioner, and Federal and State Represenatives, and Senators.			
(3) Bougainvilla Permit: This permit is available to those residing in Town and allows overnight parking in the 22 parking spaces on South Bougainvilla with locations, days, and hours to be determined by the Town Manager based on availability, location and lot usage.			
(4) Pre-Paid Permit: This permit may be approved by the Town Manager for activities such as special events, private events and similar activities. If approved, a pre-paid parking permit shall be specific to the location, time and date. The applicant shall pay the meter rate for the hours the meter is reserved when the meter would otherwise be used by the public.			
(5) Temporary Business Permit: This permit may be approved by the Town Manager upon a showing that the reservation of a specific parking space(s) for a short period of time would reduce the inconvenience to the public and decrease the time necessary for a business to conduct a business activity. The applicant shall pay the meter rate for the hours the meter is reserved when the meter would otherwise be used by the public.			
(6) Resident and Senior Permit Discounts: Effective July 1st of each year, Resident Permits and Senior Resident Permits shall be discounted 40%.			
(7) Waiver of Parking Requirements: Town Manager is authorized to waive parking requirements for Town events or civic organizations meeting at Town Hall or Jarvis Hall or to waive parking requirements or authorize parking on El Mar for people attending Town sponsored events.			
(8) Valet Parking Operations: Valet parking operations may be approved through the special event applicaton process and no Valet Parking Permit Application is required.			
(9) Special Events: A flat rate may be instituted for special events with approval of the Town Manager for specific lots, meters, or other designated parking areas as deemed necessary for the event.			
10 Visitor Center Permit: This permit is available to those residing in Town and allows overnight parking in the 8 parking spaces within the Visitor Center Lot with locations, days, and hours to be determined by the Town Manager based on availability, location and lot usage.			
11 <u>A1A Permit: This permit is available to those residing in Town and those employed within Town with locations, days, and hours to be determined by the Town Manager based on availability, location and lot usage.</u>			



Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: Ken Rubach, Interim Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-37: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HITCHCOCK DESIGN GROUP FOR DESIGN SERVICES FOR THE PORTAL ENHANCEMENT PROJECT; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: Beach Portal Design is included in the 2025 Capital Improvement Plan (CIP) for revitalization. The portals as they are designed today were completed in 2005. The focus of the design will help to compliment the revitalization efforts at El Prado Park and serve to enhance our entrances to the beach.

The portals over the past few years have begun to show their age. Some of the structures at the portals are starting to deteriorate, with one that needed to be removed due to it having structural issues. In addition, there are drainage issues at several locations. This proposed refresh aims to enhance the spaces with new hardscaping and landscaping, ensuring they continue to serve as welcoming gateways to our beautiful beach.

On November 12, 2024, the Commission approved a continuing professional services agreement with Hitchcock Design, a landscape architecture firm, for Town projects on an as-needed basis. Hitchcock Design has extensive experience in enhancing public spaces and is familiar with our community, making them an ideal partner. Town staff had previously tasked Hitchcock with developing conceptual as well as schematic designs for El Prado Park and now are asking to utilize their expertise for the portal project, focusing on hardscape, landscaping, and a mid-century modern aesthetic.

Public input will be a key component of this project. To gather resident feedback, two public engagement meetings will be held. The first meeting will provide an opportunity for residents to share their ideas for the future of the portals. Based on this input, a conceptual design will be developed, and a second meeting will be held to collect feedback on the draft design. Afterward, revisions will be made, and the final design will be presented to the Commission in December.

Once the design is approved, staff will bring forward an agenda item for the creation of construction documents. After the documents are completed and the budget is set, the Commission will approve an agenda item to select a contractor for the project. In 2026, the Datura and Hibiscus portals have been budgeted for these upgrades. This project will take place over several years until all the portals have been addressed.

Costs

Phase	Hitchcock Design Group	Fee
Concept Design	\$11,100	Lump Fee
Schematic Design	\$19,900	Lump Fee
3D Renderings	\$2,700	
<u>TOTAL DESIGN FEE: \$33,700</u>		

As stated previously, this project is included in the FY25 Capital Improvement Plan. The proposed budgeted amount for construction of the portal in the FY26 CIP is \$775,000. The Town has received a grant from the Florida Department of Environmental Protection in the amount of \$50,000 for the design portion of this project. The state approves grants in July as part of the state's budget process. Affidavits and Insurance were submitted as part of their professional services contract.

Recommendation: Approve RESOLUTION 2025-37: Approving a Work Authorization with Hitchcock Design Group for design services for the Portal Enhancement Project and authorizing the Interim Town Manager to execute the Work Authorization.

Exhibits:

1. Resoution - 2025-37 El Prado Park Design

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPROVING WORK
AUTHORIZATION WITH HITCHCOCK DESIGN GROUP
INC. FOR DESIGN SERVICES FOR THE BEACH PORTAL
ENHANCEMENT PROJECT; AUTHORIZING THE INTERIM
TOWN MANAGER TO EXECUTE THE WORK
AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE
DATE.**

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

WHEREAS, on September 18, 2024, the Town Commission adopted Resolution No. 2024-39, which approved the rankings of respondents to the RFQ and authorized the Interim Town Manager to negotiate a continuing professional services agreement with the top seven ranked qualified firms, including Hitchcock Design Group (the “Consultant”) for professional landscape architecture services; and

WHEREAS, pursuant to Resolution 2024-59, the Town entered into a continuing professional services agreement with the Consultant (the “Continuing Contract”); and

WHEREAS, on January 14, 2025, the Town Commission adopted Resolution No. 2025-02, approving a work authorization with the Consultant for landscape architecture and preliminary design services for the El Prado Park Project; and

WHEREAS, the focus of the Portal Enhancement Project (the “Project”) is to complement the revitalization efforts at El Prado Park and to enhance the Town’s entrances to the beach with new hardscaping, landscaping, and cohesive design elements; and

29 **WHEREAS**, the Town requires professional design services to develop detailed
30 construction documents based on the approved concept (the “Services”), which will be used to
31 prepare a Request for Proposals (RFP) and facilitate the eventual construction of the Project; and

32 **WHEREAS**, in accordance with the terms of the Continuing Contract, the Town solicited
33 and the Consultant submitted a proposal, attached hereto as Exhibit “1,” to provide the Services
34 for the Project in the amount of \$33,700 (the “Proposal”); and

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

37 **WHEREAS**, the Town Commission wishes to issue a work authorization to the Consultant
38 for the Services in an amount not to exceed \$33,700, consistent with the Consultant’s Proposal and
39 the Continuing Contract previously entered into between the Town and Consultant (the “Work
40 Authorization”); and

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

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

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

47 **Section 2. Work Authorization Approved.** The Interim Town Manager is hereby
48 authorized to issue the Work Authorization to the Consultant for the Services described in the
49 Proposal attached hereto as Exhibit “1.”

50 **Section 3. Authorization to Execute the Work Authorization.** The Interim Town
51 Manager or designee is authorized to execute the Work Authorization with the Consultant, together

with such non-substantial changes as are acceptable to the Interim Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED this ___ day of _____ 2025.

Mayor Edmund Malkoon

Attest:

Katrina Adler, Town Clerk
APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

WORK AUTHORIZATION

Between

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

And

HITCHCOCK DESIGN GROUP INC.

for

Work Authorization No. XX-XX-XX

THE BEACH PORTAL ENHANCEMENT PROJECT
SAMPLE WORK AUTHORIZATION

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

Consultant: HITCHCOCK DESIGN GROUP INC.			
Address:			
Solicitation Name and No.: Request for Qualification for Continuing Professional Services RFQ No. 2024-07-01		Work Authorization No.: XX Effective Date: _____ <u>Completion Date:</u>	
Dated: October 22, 2024			
P.O. # For Work Authorization: To Be Assigned		Budget:	
Task Description:			
In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in the attached Exhibit "1" (Scope of Services) . All required services will be completed in an amount not to exceed the amount set forth below and in Exhibit "1" and in accordance with the schedule reflected on Exhibit "3" .			
The total amount shall not exceed \$XXXXX, unless additional services are authorized by the Town in writing.			
	Method of Compensation (Lump Sum, Hourly NTE)	Amount (\$)	<i>Project Code</i>
Total			
Other Notes: 1. Consultant shall provide the services for the Project in accordance with the terms and conditions of the Continuing Professional Services Agreement dated October 22, 2024 (the "Agreement") and shall complete the tasks that are identified and described in this Work Authorization. 2. This Work Authorization is subject to the same terms and conditions of the Agreement. 3. Nothing in this Work Authorization or the Contract shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.			

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

Town of Lauderdale-By-The-Sea Approval:

Ken Rubach, Interim Town Manager

(Signature)

(Date)

Katrina Adler, Town Clerk

(Signature)

(Date)

Contractor Acceptance:

Contractor Name:

Title:

(Signature)

(Date)

Exhibit 1
Scope of Services

Exhibit 2
Compensation/Line Item

Exhibit 3

Work Authorization Schedule

The schedule for the completion of this Work Authorization is:

	Task	Task Duration	Completion Date
1.			
2.			
3.			
4.			
5.			
6.			
Total:			



August 16, 2025

Ken Rubach
Deputy Town Manager/Public Works Director
Town of Lauderdale-By-The-Sea (FL)
4501 N. Ocean Drive
Lauderdale-By-The-Sea, Florida, 33308
e-mail: kenr@lauderdalebythesea-fl.gov
T. 954.640.4233

RE: LBTS Portal Renovation Project (Datura and Hibiscus) – Landscape Architecture & Design Services

Dear Ken,

Thank you for the opportunity to provide this Landscape Architecture design proposal to the Town of Lauderdale-By-The-Sea for the LBTS Portal Renovation Project at the Datura and Hibiscus beach gateways. This proposal is in accordance to contract RFQ No. 2024-0701 and resolution No. 2024-39 adopted on September 18, 2024. Hitchcock Design Group [HDG] looks forward to working with the Town, the Community, and the Commission to create the conceptual design and vision of the Datura and Hibiscus Portals over the past few months! To help bring the vision to reality, we have outlined our understanding of the current scope of services needed by your team, which includes preliminary design services (Conceptual and Schematic Design) and public engagement,

Additionally, we have curated proposals for Site Survey, GeoTech, and Arborist services for you to engage with directly, in advance of the design work.

PROJECT UNDERSTANDING

The Town's Beach Portals serve as gateways to Lauderdale-By-The-Sea's beautiful sandy beach that stretches for 2.5 miles along the Atlantic Ocean. Using The Portals at Datura and Hibiscus Avenue(s) as a catalyst for some of the design elements of the beach portals and through conversations with you, HDG understands the program and goals of the project, allowing us to provide a limited scope of services proposal. The project currently has a budget of \$725K.

General Project Information:

- **Datura Avenue (William Karley).**
 - Datura is a popular spot for beach divers and is equipped with a wooden dive bench.
- **Hibiscus Avenue (Joseph Barbara)**
 - This portal is located at the intersection of El Mar Drive and Hibiscus.



General scope limits are outlined in **RED**.



August 16, 2025

Town of Lauderdale-By-The-Sea; Portal Renovation Project(s) at Datura and Hibiscus Avenue(s) –
Landscape Architectural Design Services

Page 2

We anticipate the following programmatic design items to be the focus:

- Develop and an all-new site design (hardscape, landscape) with Mid-Century Modern vernacular. Preliminary program is as follows:
 - a. New landscape. *This palette should be coastal hardy and tolerant (salt, wind, shade/sun).*
 - b. Where applicable in the new design, utilize:
 - a. Adirondack chairs and umbrellas
 - b. New chairs, tables, litter bins, bike racks
 - c. Refinish existing walls
 - d. New Beach Portal sign(s)
 - e. New Shower(s)
- Ensure adequate Drainage and storm water management (SWM)
- Carry the idea of iconic “Instagram” moment(s)
 - a. *Art (PEL) Sculpture or Signage*
- New Site Lighting to be FWC/Sea-Turtle Friendly
- Design of Mid-Century Modern Shade Structure as a gateway

SCOPE OF SERVICES

We understand that along with the requirements of the project, The Town of Lauderdale-By-The-Sea requests Hitchcock Design Group provide preliminary design services, including schematic design and public engagement.

A detailed approach to our (HDG) Scope of Services can be found following this proposal.

PRELIMINARY DESIGN SERVICES

Upon receiving a contract award, HDG will attend a virtual kick-off meeting with Town Staff to discuss, in detail, the requirements and parameters of the Portals at Datura and Hibiscus Avenue(s) Project.

Next, we begin to complete our preliminary analysis of both site’s opportunities and constraints leading up to a Public Engagement Meeting (#1) and Town Commission Meeting (#1) in October 2025. These meetings for the project will solicit programmatic feedback from stakeholders, residents, and the Commission and will be used to develop concept plans.

Then, we will spend four (4) weeks developing conceptual design options and work with Town Staff to home in the options to be presented at the November Commission Meeting (#2). HDG will also lead a second Community Input meeting (#2) to validate the approach with stakeholders & residents.

We will work directly with you and Town Staff to define the final program, vision, and character of the park collaborating with inspirational and aspirational character imagery. The package will identify the scale, character, complexity and rough order of magnitude construction cost of the proposed hardscape and landscape improvements.

Finally, HDG will prepare a final Schematic Design Package and Landscape Plan to be presented to the Town Commission for approval at the December 2025 Commission Meeting (#3).

EXCLUDED SERVICES

Hitchcock Design Group is currently excluding the following services. However, many of these can either be provided in-house, or HDG can tap our deep local and national bench of consultants and/or work with other professionals on your continuing services pool to provide any services required:

- Design Development, Permitting, Construction Documents, Construction Administration.
- Architectural Design of Structures
- Site Survey (*HDG has requested this on behalf of the Town for direct contract with LBTS*)
- Arborist services (*HDG has requested this on behalf of the Town for direct contract with LBTS*)
- GeoTech Services (*HDG has requested this on behalf of the Town for direct contract with LBTS*)



August 16, 2025

Town of Lauderdale-By-The-Sea; Portal Renovation Project(s) at Datura and Hibiscus Avenue(s) –
Landscape Architectural Design Services

Page 3

SCHEDULE

HDG anticipates the effort outlined in the Scope of Services to occur over the span of 9-11 months depending on the efficiency of permitting, bidding, and the contractor's timeline on construction.

PRELIMINARY DESIGN	• Proposal Delivery/Comments – September 2025 – December 2025
	• September 10, 2025 ◦ Commission Meeting; Approval of Proposal ◦ <i>HDG to introduce the project at this meeting</i>
	• October 14, 2025 ◦ <i>Public Engagement Meeting #1</i> ◦ <i>Commission Meeting #1 (Brief Project Update)</i>
	• Conceptual Design (4 weeks) – October 2025 – November 2025
	• November 18, 2025 ◦ <i>Public Engagement #2</i> ◦ <i>Commission Meeting #2 (Conceptual Design Presentation)</i>
	• December 9, 2025 ◦ Final Presentation to Town Commission (#3) for Approval

PROFESSIONAL FEES

Based on the Scope of Services, the fees to complete the work as outlined are as follows:

Phase	Hitchcock Design Group	Fee
Concept Design <i>Incl. Community Input & Commission Mtg. #1</i>	\$11,100	Fixed
Schematic Design <i>Incl. Community Input & Commission Mtg. #2 and Final Presentation to Commission (#3)</i>	\$19,900	Fixed
3D Renderings	\$2,700	
Total	\$33,700	

Reimbursable expenses (printing, and courier) will be invoiced in addition to the professional service fees. We recommend setting aside \$300 for these expenses.

Hitchcock Design Group team members attending additional In-person meetings or presentations, at the request of the Town, will be billed out at the agreed hourly rate(s):

- Principal - \$235.00/hr.
- Senior Associate - \$195.00/hr.
- Associate - \$160/hr.
- Junior Associate - \$145.00/hr.

PROJECT TEAM

I will manage our work locally from our Coral Springs office and will work with our team and other members of our firm, as needed in order to advance the work in a timely way. HDG will lead our consultants to ensure smooth and seamless project delivery for the Town.

Thank you again for the opportunity to work with you and the Town of Lauderdale-By-The-Sea. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,

Hitchcock Design Group

Alexander C. Fenech
Principal



August 16, 2025

Town of Lauderdale-By-The-Sea; Portal Renovation Project(s) at Datura and Hibiscus Avenue(s) –
Landscape Architectural Design Services

Page 1

Scope of Services

LANDSCAPE ARCHITECTURAL SERVICES

GENERAL PROJECT ADMINISTRATION

As the Prime Consultant, we will manage the performance of our own work and lead the design consultants throughout the term of the contract by providing the following services:

A. Communications

1. Schedule, create agendas and summarize the highlights of periodic meetings
2. Rehearse, attend and present at public forums identified
3. Collect and disseminate communications from other parties
4. Periodically inform Town Staff about our progress

B. Schedules

1. Create, periodically update and distribute the project schedule
2. Coordinate the activities of our staff and our consultants

C. Staffing

1. Select and assign staff members and consultants to appropriate tasks and services
2. Prepare and administer consultant agreements

D. File Maintenance

1. Establish and maintain appropriate correspondence, financial, drawing and data files
2. Obtain appropriate insurance certificates from consultants
3. Maintain appropriate time and expense records

MARKETING SUPPORT SERVICES

The goal for this part of the agreement is to finalize the landscape program and reach consensus on a preliminary design approach for the proposed improvements.

A. Renderings

Objective: Develop marketing level renderings for the Town's use and promotion of the Project.

Process: Hitchcock Design Group will:

1. Create up to three (3) marketing level renderings for the use and reproduction of the Town.

Deliverable: Up to three (3) marketing level renderings (JPEG) of each portal (Datura and Hibiscus).

PRELIMINARY DESIGN SERVICES

The goal for this part of the agreement is to finalize the landscape program and reach consensus on a preliminary design approach for the proposed improvements.

A. Due Diligence / Concept Development (~4 weeks)

Objective: Confirm the characteristics of the existing resources, the requirements and preferences of the Town and produce a Landscape Program that will be the basis for further design.

Process: Hitchcock Design Group will:



August 15, 2025

Town of Lauderdale-By-The-Sea; Portal Renovation Project(s) at Datura and Hibiscus Avenue(s) –
Landscape Architectural Design Services

Page 2

2. Participate in a **virtual** kick-off meeting with you, confirming:
 - a. Project area, ownership and access
 - b. The Town's target goals, objectives and expectations
 - c. Review of all of the project background information provided
 - d. Initial design thoughts including sustainable landscape strategies, finishes and materials
 - e. Jurisdictional agencies, applicable regulations and approval processes
 - f. Comparable projects and best practices
 - g. Communications protocol
 - h. Preliminary schedule & Budget
 - i. Invoicing and payment procedures
3. Review readily available existing maps, plans and data for the project area and the immediate surroundings including:
 - a. Topographic and boundary surveys (base maps) to be provided by the Town
 - b. Property ownership and easements (base maps)
 - c. Site Requirements, if applicable
 - d. Architectural and/or site engineering plans (base maps), if applicable
 - e. Relevant Town of Lauderdale-By-The-Sea and Broward County code requirements pertaining to Landscape Architecture, Civil, MEP, Structural, and Irrigation.
 - f. Relevant Florida Department of Environmental Protection (FDEP) code requirements, if applicable.
 - i. FWC regulations are expected to impact this project.
4. **Community Outreach Meeting #1**; HDG will hold and lead an in-person community outreach meeting in the Town to solicit initial feedback on programming and components of the park.
5. **Town Commission Meeting #1**; HDG will attend the Town Commission meeting to present progress to the Commission and to solicit initial feedback on programming and components of the park.
6. Concept Development: Based on the outcome of the meetings, HDG will develop up to two (2) concept plans for Town Staff review and consideration over the course of four (4) weeks. We anticipate one (1) round of revisions for each concept.
 - i. Using base maps prepared by others to prepare Conceptual Landscape Plan(s) and Image Boards illustrating the organization, scale and character of the proposed landscape improvements such as:
 - a. Landscape
 - b. Hardscape - Sidewalks and pedestrian connections include specialty pavement
 - c. Conceptual design of Mid-Century Modern Shade Structures
 - d. Signage/Wayfinding
 - e. Amenity/Programmatic Element Locations
 - a. Showers
 - b. Drinking Fountains
 - c. Site Furniture
 - d. Lighting
 - e. Art/Sculptures

Meetings: HDG will attend up to:

- Weekly Town x HDG Coordination Calls (est. **4**)
- **Two (3) virtual meetings** to coordinate and review design progress with the Town and the Town's Representative(s).
- **One (1) In-Person meeting** to coordinate and review design progress with the Town and the Town's Representative(s).
- **One (1) In-Person meeting** to conduct and lead the Community Outreach Meeting (#1) and Town Commission meeting (#1) on October 14, 2025.



August 15, 2025

Town of Lauderdale-By-The-Sea; Portal Renovation Project(s) at Datura and Hibiscus Avenue(s) –
Landscape Architectural Design Services

Page 3

If needed and as requested Additional presentations or meetings can be provided on an hourly basis.

Deliverables: Due Diligence Report. Public Outreach (MTG#1), Town Commission (MTG #1), Public Outreach (MTG#2), Town Commission (MTG #2), Materials and Boards, as needed. Two (2) Conceptual Design Development Site Plans and Image Boards (size TBD, color, electronic PDF).

B. Schematic Design (~4 weeks)

Objective: Based on the approved Landscape Program, reach consensus with the Town on the organization, scale, character, cost and construction timing of the new landscape improvements.

Process: The Schematic Design phase shall consist of consultation with the Town, Town's Representative(s) and all other Design Team consultants and specialty consultants to determine the landscape design intent and project scope and assist the Town's Representative(s) in developing goals and priorities for the Schematic Design of the project.

Hitchcock Design Group will:

1. Following "approval" of the two (2) concept plans, HDG will hold and develop Community Outreach (#2) and Town Commission Meeting (#2) meeting(s) with stakeholders, residents, and the Commissioners to validate the design concept at the meeting(s) on March 11, 2025.
2. The feedback at this meeting will be used to develop the final Schematic Landscape plans and package.
 - l. Using base maps prepared by others to prepare Schematic Landscape Plans and Image Boards illustrating the organization, scale and character of the proposed landscape improvements such as:
 - a. Landscape
 - b. Hardscape - Sidewalks and pedestrian connections include special pavement materials.
 - c. Fencing and railings
 - d. Conceptual design of Mid-Century Modern Shade Structures
 - e. Water Feature(s)
 - f. Signage/Wayfinding
 - g. Iconic LBTS Locations
 - h. Amenity/Programmatic Element Locations
 - i. Showers
 - ii. Drinking Fountains
 - iii. Site Furniture
 - iv. Flexible Lawn Area
 - v. Hammock Grove
 - vi. Lighting
3. Review and refine the schematic design recommendations, as may be appropriate, and prepare a Final Schematic Landscape Plan and Image Boards.
4. Submit and review our refined recommendations and improvement priorities with the Town.
5. Preparation and presentation of Schematic Design including all drawings, documentation, color boards, renderings, layouts, narratives, and cost analysis necessary to support the design as described herein shall also be required.
6. **Community Outreach Meeting #2;** HDG will hold and lead an in-person community outreach meeting in the Town
7. **Town Commission Meeting #2;** HDG will attend the Town Commission meeting to share the conceptual design progress and solicit feedback.



August 15, 2025

Town of Lauderdale-By-The-Sea; Portal Renovation Project(s) at Datura and Hibiscus Avenue(s) –
Landscape Architectural Design Services

Page 4

8. **Town Commission Meeting #3 / Presentation to Commission for Approval;** HDG will attend the Town Commission meeting to present the final schematic design of the Datura and Hibiscus Avenue Portals. HDG will seek approval of the design direction and vision from the Commission.

Meetings: HDG will attend up to:

- Weekly Town x HDG Coordination Calls (est. **4**)
- **One (1) In-Person meeting** to conduct and lead the Community Outreach (#2) and Town Commission (#2) meeting(s) on November 18, 2025.
- **Two (2) virtual meetings** to coordinate and review design progress with the Town and the Town's Representative(s).
- **One (1) Town Commission Presentation** to present the final vision of the Datura and Hibiscus Avenue Portals at the Town Commission meeting on December 9, 2025.

If needed and as requested Additional presentations or meetings can be provided on an hourly basis.

Deliverables: Alternative and Preferred Schematic Landscape Plans and Image Boards (size TBD, color, electronic PDF) for your use and reproduction.

1. Deliverables:
 - a. One final color illustrative Schematic Plan showing location for landscape improvements
 - b. Revised and refined design character imagery
 - c. Final Presentation to the Town Commission.

OPTIONAL ADDITIONAL SERVICES

Services and meetings not specified in this Scope of Services will be considered Additional Services. If circumstances arise during HDG's performance of this Scope of Services that HDG believes require Additional Services, HDG will promptly notify Town about the nature, extent and probable additional cost of the Additional Services, and perform only such Additional Services following Town's written authorization.



Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-38: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH ARUBA BAY, INC. FOR USE OF THE OCEAN PLAZA FOR OUTDOOR DINING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CONFLICTS AND FOR AN EFFECTIVE DATE.

Explanation: At their November 9, 2022 meeting, the Town Commission approved Resolution 2022-50 which amended the current plaza policy to allow Aruba Beach Café (“Aruba”) to continue utilizing an 800 square-foot section of the Connie Hoffmann Ocean Plaza (“Ocean Plaza”) for outdoor dining. One of the stipulations of the policy was to require annual approval for the use of Ocean Plaza before October 1 of each year. Since initial approval in 2022, the Town Commission has approved resolutions each year to grant continued use of the Plaza with Resolution 2023-47 and Resolution 2024-28 for outdoor dining.

Aruba Beach Cafe has requested to continue to utilize the 800 square foot section of the Connie Hoffmann Ocean Plaza for FY26 for a period 6 months or upon completion of the new outdoor dining area on Aruba's property, whichever occurs first (**Exhibit 1**). A site plan application for the new deck has been submitted under application number 2025-L1-SPM-02 to Development Services for review and is currently pending receipt of a permit from the Florida Department of Environmental Protection to move forward. Per the Town's policy for plaza use, Aruba is eligible to enter into a revocable license agreement with the Town to use the Ocean Plaza portion closest to their property for outdoor dining. However, outdoor dining use may be applied for annually and requires approval by the Town Commission before October 1. The Plaza policy is attached as **Exhibit 2**.

Aruba Beach Cafe is requesting a renewal of the current agreement (**Exhibit 3**) for 6 months or upon completion of the new outdoor dining area on Aruba's property, which states Aruba Beach Cafe:

1. shall occupy no more than 800 square feet of the north end of the Ocean Plaza within the knee wall;

2. shall provide for the removal of the outdoor dining use when necessary to accommodate a Town event or other event approved in accordance with this policy after giving a minimum of 48 hours notice;
3. shall provide regular maintenance of the Ocean Plaza, including cleaning the pavers in the licensed area and keeping Ocean Plaza clean and free from litter and debris; and
4. use of the Plaza shall be conducted in accordance with all the requirements of the revocable license agreement with the Town, including timely payment of fees specified therein

As required by the conditions listed above, a revocable license agreement has also been prepared and is included as **Exhibit A** to the resolution. Fees were previously established at \$18 per square foot, which is the same as sidewalk cafe fees for the area east of Seagrape Drive. The current agreement is \$34 per square foot.

Recommendation: Staff recommends consideration of Resolution 2025-38.

Exhibits:

1. Exhibit 1- 2025-08-12 Letter to Town re Aruba Ocean Plaza Dining
2. Exhibit 2-
Ex. _A_to_Ex._1_2022_Amended_Plaza_Policies_for_Ocean_Plaza_Aruba_Use (1)
3. Exhibit 3- Resolution 2025-38 - Approving Aruba Revocable License Agreement -
Outdoor Dining Ocean Plaza 2025 CLEAN-Revised -
4. Exhibit 3-
Ex. _A_to_Ex._3_2022_Amended_Plaza_Policies_for_Ocean_Plaza_Aruba_Use (1)
5. Exhibit 3 -Ex B- Dining Area
6. Exhibit 3-Ex C- Sidewalk Cafes

August 12, 2025

VIA E-MAIL:

JhanelleC@lauderdalebythesea-fl.gov

Jhanelle Campbell, Director, Dev. Services
Town of Lauderdale-by-the-Sea
4501 N. Ocean Drive
Lauderdale-by-the-Sea, Florida 33308

VIA EMAIL:

townmanager@lauderdalebythesea-fl.gov

Ken Rubach, Interim Town Manager
Town of Lauderdale-by-the-Sea
4501 N. Ocean Drive
Lauderdale-by-the-Sea, Florida 33308

Re: Aruba – Outdoor dining within Connie Hoffman Plaza (Ocean Plaza)

Dear Ms. Campbell and Mr. Rubach,

As a follow-up to my e-mail of August 4, 2025 requesting extension of the outdoor dining permit, we are including additional information relevant to the extension request. Aruba is requesting an extension of the Revocable License Agreement dated September 13, 2025 ("Agreement"). The term of the Agreement currently expires September 30, 2025 and shall automatically renew, subject to Town Commission approval, from October 1st to the following September 30th unless terminated sooner. Aruba is currently pursuing a site plan amendment to add an outdoor deck on the east side of the building. That application is pending with the Town under Application # 2025-L1-SPM-02. Additionally, because the proposed deck is on the east side of the restaurant (on the sand), Aruba submitted an application to the Florida Department of Environmental Protection, which is currently under review pursuant to Application # BO000885. Aruba is currently awaiting sea turtle nesting data from DEP in order to address comments received from the DEP reviewing agencies. In order to allow time for the DEP approval and the construction of the outdoor dining deck, we respectfully request a renewal of the Agreement under the same terms for a period of six (6) months beginning October 1, 2025 or upon completion of the outdoor deck, whichever occurs sooner. Aruba is grateful to the Town for the continued use of the Connie Hoffman Plaza, and it looks forward to welcoming guests to the new outdoor dining area.

Should you have any questions or require additional information, please feel free to contact me.

Sincerely,



Nectaria M. Chakas, Esq.

EXHIBIT A

POLICIES FOR USE OF THE OCEAN AND DUNE PLAZAS & THE PAVILION BY ENTITIES OTHER THAN THE TOWN

General philosophy: The beach pavilion, the Ocean Plaza, and the Dune Plaza are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They should therefore only be used for events that are open to the general public or are of significant benefit to the Town. The Town should collect fees and costs so that users bear the costs related to their events, rather than covering those costs from the Town's general fund.

Use of Ocean Plaza by Aruba for Outdoor Dining:

Based on the successful experience with piloting a program of outdoor dining in Ocean Plaza during the COVID-19 pandemic, and subsequent refinement to limit the impacts on other uses and users of Ocean Plaza, Aruba is eligible to enter into a revocable license agreement for the use of the portion of Ocean Plaza closest to their property for outdoor dining. The outdoor dining use may be applied for annually and requires approval by the Town Commission prior to October 1. It:

- a. shall not occupy more than 800 square feet of the of the north end of the Ocean Plaza within the knee wall; and
- b. shall provide for removal of the outdoor dining use when necessary to accommodate a Town event or other event approved in accordance with this policy after giving a minimum of 48 hours' notice;
- c. shall require regular maintenance of the Ocean Plaza including cleaning the pavers in the licensed area and keeping Ocean Plaza clean and free from litter and debris; and
- d. shall be conducted in accordance with all of the requirements of the revocable license agreement with the Town, including timely payment of fees specified therein.

The following policies and fees shall govern ~~the~~ all other use of the plazas and the Pavilion:

1. *Eligible users.* Use of the plaza for events open to the general public, shall be limited to:
 - a. Town commercial businesses (limited to 4 rentals per year per business)
 - b. Town-based non-profit organizations (limited to 2 rentals per year per organization)
 - c. Out of Town 501C Registered Non-Profit Organizations (limited to 1 rental per organization per year).
 - d. The plazas and pavilion 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.
 - e. The Town Commission may authorize the private use of the plazas by any 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).
2. *Fees and costs.*

EXHIBIT A

- a. A rental fee will be charged for all such uses. The rental structure for events that are open to the general public shall be :
 - i. Town commercial business use - \$850 per day or per night
 - ii. Town-based non-profit organization - \$215 per day or night
 - iii. Out of Town 501C Registered Non-Profit Organization - \$425 per day or night
 - b. The rental fees above are per plaza. If an organization wants to utilize both plazas for their event, they must pay rent for each plaza.
 - c. Use of the plazas as part of a larger special event shall be subject to these rental fees, in addition to the special event permit fee.
 - d. The Town Manager shall estimate the cost of Town and BSO staff to service the event, and set an additional deposit that the renter must pay upfront.
 - e. If food and beverages are to be served, the deposit shall include a pressure washing fee.
 - f. Renters will be required in their rental agreement to clean up the plazas immediately after their use, pay all fees, pay the cost of any damage they do to the Town's property, and pay for all Town & BSO costs directly associated with the event. If such costs exceed the upfront payment for those services, the renter must reimburse the Town for the difference.
3. *Insurance.* Renters must provide liability insurance (and liquor liability insurance if liquor is being served in amounts set by the Town Manager) and execute indemnification agreements with the Town in a form acceptable to the Town Attorney.
4. *Potential use on holidays.*
 - a. The Town Commission will decide if they wish to make the plazas available for use of Town commercial businesses or Town-based non-profit organizations on specific holidays. Non-profit organizations that are not based in LBTS may not rent the plazas on 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 plaza on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager shall 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.
5. *Use on the same day as a special event.* Rentals will not be considered on days or evenings of Special Events with which they would interfere or conflict.
6. *Sales.* There shall be no sales of manufactured products (excluding food products) in the plazas during these events. Only hand-made artisan products may be sold in connection with such a rental. However, manufactured goods may be auctioned or sold at a charity event in the plaza. This restriction does not apply to the sale of food or food products.

EXHIBIT A

7. *Cancellation for Town-sponsored event.* The Town reserves the right to cancel the rental up to 90 days in advance if the Town Commission decides to hold a Town-sponsored event in the plaza on that same date.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A REVOCABLE LICENSE AGREEMENT WITH ARUBA BAY, INC. FOR USE OF THE OCEAN PLAZA FOR OUTDOOR DINING; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea (“Town”) adopted policies governing the use of the Ocean and Dune Plazas in the two easternmost blocks of Commercial Boulevard by others, and for the Beach Pavilion at the eastern end of Commercial Boulevard by Resolution 2014-18 (“Plaza Policies”); and

WHEREAS, on November 9, 2022, the Town Commission adopted Resolution No. 2022-50, amending the Plaza Policies to authorize and regulate Aruba Bay, Inc.’s (“Aruba”) continued outdoor dining use of the Ocean Plaza; and

WHEREAS, pursuant to the amended Plaza Policies, Aruba is eligible to enter into a revocable license agreement for the use of Ocean Plaza for outdoor dining, provided that Aruba applies for the outdoor dining use annually and subject to approval by the Town Commission prior to October 1; and

WHEREAS, the Town received a request from Aruba for the continued outdoor dining use on Ocean Plaza; and

WHEREAS, Town staff recommends the Town enter into a revocable license agreement with Aruba, attached hereto as Exhibit “A,” to allow Aruba to use Ocean Plaza for outdoor dining (the “Revocable License Agreement”); and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the Revocable License Agreement.

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

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

Section 2. Revocable License Agreement Approved. The Revocable License Agreement with Aruba, attached hereto as Exhibit “A,” is hereby approved.

Section 3. Authorization to Execute the Agreement. The Town authorizes the Town Manager to execute the Revocable License Agreement, in substantially the same form attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. Implementation. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5. Effective Date. This Resolution shall become effective upon passage and adoption.

PASSED AND ADOPTED this th day of September, 2025.

Mayor Edmund Malkoon

Attest:

Courtney Easley, Acting Town Clerk
(CORPORATE SEAL)

64 APPROVED AS TO FORM:

65

66

67

68

Susan L. Trevarthen, Town Attorney

69

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the “Agreement”) is accepted, made and entered into as of the _____ day of _____, 2025 (“Effective Date”), by and between **TOWN OF LAUDERDALE-BY-THE-SEA**, a Florida municipal corporation, (the “Town”), and the Property Owner, **DEMKO FAMILY HOLDINGS, LTD**, a Florida limited partnership (“Owner”), and the Tenant, **ARUBA BAY, INC.**, a Florida profit corporation (the “Licensee”).

RECITALS

WHEREAS, the Licensee is the operator of the **ARUBA BEACH CAFÉ** restaurant on that certain real property located at 1 E Commercial Blvd in the Town of Lauderdale-By-The-Sea, Florida (the “Property”); and

WHEREAS, on November 15, 2022, the Town Commission adopted Resolution No. 2022-50, which amended the Town’s policies for the use of the Ocean Plaza by **ARUBA BEACH CAFÉ**, attached hereto as Exhibit “A” (the “Policy”); and

WHEREAS, consistent with the Policy, the Town desires to grant Licensee a revocable license to use a portion of the Town’s property located on Ocean Plaza as described in Exhibit “B,” attached hereto and incorporated herein (the “Licensed Area”) for Licensee to use as an outdoor dining area (the “Outdoor Dining”); and

WHEREAS, the Town finds that the limited use of the Licensed Area, in accordance with the terms of this Agreement, is a benefit to the community and consistent with the Policy; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensee and the Village agree as follows:

1. **Recitals.** The Recitals set forth above are accurate and are hereby incorporated by reference and made a part of this Agreement.
2. **Grant of License.**

- 2.1. **License.** The Town grants to Licensee a revocable license (this “License”) to use the Licensed Area described in Exhibit “B” for Outdoor Dining as contemplated herein and outlined in the Scope of Licensed Activities attached hereto as Exhibit “C”. This License is personal to Licensee and may not be assigned or transferred to any party. Licensee shall not permit the Licensed Area to be occupied or utilized by other organizations, entities, or persons. This authorization is not a lease or an easement and is not intended and shall not be construed to transfer any real property interest in the Licensed Area or other Town property.

116 2.2. **Non-Exclusivity.**

117 2.2.1. Licensee acknowledges and understands that this license granted to the
118 Licensee by the Town is a non-exclusive license permitting Licensee to
119 provide Outdoor Dining in the Licensed Area for the term of this Agreement.
120 The Town specifically reserves the right to use the Licensed Area for a Town
121 event or other event approved in accordance with the Policy.

122 2.2.2. Licensee, its agents, employees, contractors, invitees and guests shall have
123 the non-exclusive right to ingress and egress to the Licensed Area for the
124 Outdoor Dining Use.

125 2.3. **"As is" condition.** The Town makes the Licensed Area available to Licensee in
126 an "as is" condition. The Town makes no representations or warranties concerning
127 the condition of the Licensed Area or its suitability for use by Licensee, its
128 customers, or the public, and assumes no duty to warn either Licensee, its
129 customers, or the public concerning conditions that exist now or may arise in the
130 future.

131 2.4. **Waiver.** In making the Licensed Area available for use by Licensee, the Town
132 assumes no liability for loss or damage to equipment, supplies, or other property
133 owned by or in the custody of Licensee. Licensee agrees that the Town is not
134 responsible for providing security at the Licensed Area, and Licensee hereby
135 waives any claim against the Town in the event equipment, supplies, or other
136 property owned by or in Licensee's custody is lost, damaged, or stolen.

137 2.5. **No vested or property right.** The Licensee has no vested right or property interest
138 in the Licensed Area or the continuation of the Agreement or the activity it allows
139 within the Town's Licensed Area. The Town does not by virtue of this Agreement
140 warrant or represent to the Licensee that the Encroachment complies with
141 applicable Town, State and/or federal laws, statutes, ordinances, rules or
142 regulations.

143 3. **License Fee; Costs.**

144 3.1. **License Fee.** A semi-annual License fee of **\$13,600 (\$34 x 800 sq. feet)** shall be
145 due and paid on October 1st. Notwithstanding the foregoing, the total License fee
146 may be divided into quarterly payments upon receipt of written request from the
147 Licensee. All Town fees are non-refundable upon payment and are subject to
148 change in future years.

149 3.2. **Costs.** Licensee shall pay utility costs associated with Licensee's use of the
150 Licensed Area, including, but not limited to, electricity, water and sewer, and
151 ordinary trash collection. Licensee shall be solely responsible for costs associated
152 with obtaining any permits or other governmental approvals necessary to use the
153 Licensed Area.

154 4. **Licensee's Responsibilities; Representations and Warranties.**

155 4.1. **Terms and Conditions.** Licensee agrees to comply with the following terms and
156 conditions:

4.1.1. This Agreement is based on Aruba Beach Café request dated August 12, 2025.

4.1.2. The Licensed Area shall be limited to no more than 800 square feet of the north end of the Ocean Plaza within the knee wall.

4.1.3. Sidewalk Café Area must, at all times, remain in compliance with the policies for use of the Ocean and Dune Plazas & the Pavilion by entities other than the Town established pursuant to Resolution No. 2022-50, attached hereto as Exhibit "A," and any applicable provisions of the Town Code.

4.1.4. This License may be temporarily suspended, and the furniture and fixtures required to be removed by the Town Manager, designee or authorized law enforcement official when necessary, for the following reasons: (a) to clear sidewalk areas for a "community or special event" authorized by a permit issued by the Town; (b) when street, sidewalk, or utility repairs necessitate such action; or (c) in emergency situations (police, fire, and life safety). In such an event, the Town and its officers and employees shall not be responsible for Outdoor Dining furniture and fixtures relocated during emergencies.

4.1.5. The Town may remove, without notice, any furniture or fixtures which are placed or located outside the perimeter of the Licensed Area.

4.1.6. Upon the issuance of a "Hurricane Warning" or "Hurricane Watch" by the Broward County Office of Emergency Management, the Licensee shall be required to remove all furniture and fixtures from the Licensed Area. Failure to remove any furniture and/or fixtures from the Licensed Area within twenty-four (24) hours from the issuance of a "Hurricane Warning" or "Hurricane Watch," may result in the Town Manager or designee directing Town staff to remove furniture and/or fixtures. The Licensee shall be responsible for any and all expenses incurred by the Town for the removal, storage, and return of furniture or fixtures. The Town shall not be responsible for any damages to Outdoor Dining furniture or fixtures resulting from the removal, storage and return.

4.2. **Maintenance.** The Licensee agrees to comply with the following maintenance plan requirements for the maintenance of the Licensed Area:

4.2.1. The Licensee agrees to empty Town trash cans on the sidewalk adjacent to the Licensed Area, as needed during hours of operation to ensure that they do not overflow and are available for the public's use.

4.2.2. The Licensee shall, during the entire period that the Outdoor Dining exists, maintain the premises in a neat, clean, and sanitary appearance and condition.

4.2.3. Furniture and fixtures may be stored on the sidewalk, after closing, in a neat and orderly manner, provided that such furniture is staked no earlier than 10:30 PM and the furniture layout for the Licensed Area is restored no later than 10:30 AM the following day.

- 203 4.2.4. The Licensee shall remove all un-affixed furniture and fixtures from the
204 Licensed Area at the close of business the day before the Town's
205 scheduled cleaning date. Failure to remove all un-affixed furniture and
206 fixtures from the Licensed Area may result in removal by the Town at the
207 Licensee's expense.
- 208 4.2.5. The Licensee shall be responsible for removal of stains in the designated
209 Licensed Area, including but not limited to those caused by dirt, grease
210 and food or beverages.
- 211 4.2.6. The Licensed Area shall be cleared of all debris as may be necessary
212 throughout the course of the day, and then again at the close of each
213 business day.
- 214 4.2.7. The Licensee is responsible for maintaining the furniture, fixtures and
215 any other improvements related to the Licensed Area in the same or
216 comparable condition to that originally approved by the Town.
- 217 4.2.8. The Licensee shall take preventive measures such as ensuring the
218 bottom of tables and chairs have protective feet and are appropriately
219 treated to avoid damage to pavers.
- 220 4.2.9. Licensee shall be responsible for the Town's cost of materials and labor
221 that may be necessary to replace any and all landscaping, paving, and other
222 public improvements which are damaged or stained resulting from the
223 operation of the Outdoor Dining. The cost of labor and materials
224 calculated shall be premised upon the same quality of materials and
225 workmanship previously approved and utilized by the Town for
226 landscaping, paving and other public improvements.
- 227 4.2.10. During the period of this Agreement, the Licensee shall be solely
228 responsible for maintenance and repair of the designated and approved
229 Licensed Area.

230 5. **Term of Agreement/Removal of Outdoor Dining.**
231

232 5.1. **Term.** The term of this Agreement shall commence on the date when the last one
233 of the parties have signed this Agreement and shall continue until September 30th.
234 Subject to verification of compliance with the Policy and the annual Ocean Plaza
235 Application and License fees being current at the time of renewal as approved by the
236 Town Commission, this Agreement shall automatically renew annually for a period
237 of one (1) year from October 1st to the following September 30th, unless terminated
238 by either party as provided herein. This Agreement may be terminated by either party
239 upon thirty (30) days' advance written notice to the other party. Notwithstanding the
240 foregoing, the duration of this Agreement shall be limited to the earlier of (i) six (6)
241 months from the commencement date, or (ii) completion of the beach deck at Aruba's
242 Restaurant, whichever occurs first. Any renewal of this Agreement shall not be
243 automatic, but may only occur upon approval by resolution of the Town
244 Commission.
245

246 5.2. **Termination by Town.**
247

248 5.2.1. In the event the Outdoor Dining poses a threat or danger to the safety and
249 welfare of the general public, or the Town Manager or designee deems it to be
250 in the best interests of the general public, the Town shall have the right to
251 terminate this Agreement immediately and remove, or cause the Outdoor Dining
252 to be removed.

253
254 5.2.2. The Licensee shall properly remove the Outdoor Dining from the Licensed
255 Area within twenty-four (24) hours of receipt of the Town Manager's or
256 designee's final notice of violation, revocation or suspension. The Town
257 Manager or designee may direct Town staff to remove the Outdoor Dining from
258 the Licensed Area. The Licensee shall be responsible for all expenses incurred
259 by the Town for the removal of the Outdoor Dining and shall be required to
260 restore and return the Licensed Area to its original condition. Outdoor Dining
261 furniture and fixtures shall only be released upon a proper showing of ownership
262 and payment of reasonable and actual removal, administrative and storage
263 charges.

264
265 6. **Licensee's Maintenance and Repair Obligations.**
266

267 6.1. **Licensee Maintenance.** Licensee shall be solely responsible for maintenance of
268 the Licensed Area and the maintenance and repair of any improvements made to
269 the Outdoor Dining and Licensed Area related to this Agreement, which may
270 include without limitation, mowing, sodding, planting, general maintenance,
271 repair, and clearing the Licensed Area of all debris, and ensuring that all structures
272 or improvements constituting the Encroachment remain in good and safe
273 condition.
274

275 6.2. **Town Maintenance.** In exchange for the right to use the Licensed Area, the
276 Licensee acknowledges that the Town will perform certain maintenance functions,
277 including pressure cleaning, within the Licensed Area, and hereby authorizes
278 access to the Licensed Area as needed to perform such maintenance.
279

280 7. **Insurance.**
281

282 7.1. Pursuant to Section 17-9 and Section 17-90 of the Town Code, the Licensee shall
283 secure and maintain at Licensee's own expense and throughout the duration of this
284 Agreement general liability insurance covering the restaurant and the Outdoor
285 Dining activities and Licensed Area, with combined single limits of no less than
286 \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate, for bodily injury
287 and property damage coverage, naming the Town as an additional insured, in a
288 form of endorsement acceptable to the Town Manager or designee. The Licensee
289 shall maintain Worker's compensation and employers' liability insurance as
290 required by the State of Florida.
291

292 7.2. If alcohol is to be served or sold in the Licensed Area, the Licensee shall secure a
293 Certificate of Liquor Liability Insurance written in comprehensive form in the
294 amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily
295 injury and property damage.

- 296
297 7.3. All policies must be issued by companies authorized to do business in the State of
298 Florida and rated A- or better per Best's Key Rating Guide, latest edition.
299
- 300 7.4. Simultaneously with the execution of this Agreement, and by October 1st of each
301 year during the Term of this Agreement, the Licensee shall furnish the Town with
302 a policy or certificate of insurance coverage in the minimum amount stated above,
303 together with the endorsement. All policies must be issued by companies
304 authorized to do business in the State of Florida and rated A- or better per Best's
305 Key Rating Guide, latest edition.
306
- 307 7.5. The Town must receive thirty (30) days' written notice prior to any cancellation,
308 nonrenewal or material change in the coverage provided.
309
- 310 7.6. The Licensee shall not maintain the Outdoor Dining in the Licensed Area unless
311 and until after Licensee has obtained all insurance required herein and the
312 certificate(s) of insurance have been received and approved by the Town.
313
- 314 7.7. Failure to comply with these requirements shall result in suspension or revocation
315 of this License and Agreement by the Town Manager or designee.
316
- 317 8. **Indemnification.** Licensee agrees to indemnify, defend, save and hold harmless the
318 Town, its officials, employees, and agents, from and against any loss, damage or
319 expense (including all costs and reasonable attorneys' fees at both the trial and appellate
320 levels) suffered by the Town, its officials, employees and agents as a result of any
321 claims, suits, actions, damages or causes of action (collectively, the "Claims") arising
322 out of any personal injury, loss of life or property damage occurring on the Licensed
323 Area, any increase in costs to the Town stemming from the construction and/or repair
324 of utilities located within the Licensed Area or in connection with, related to the
325 Outdoor Dining, the use and activity thereon, or arising out of this Agreement or
326 Licensee's performance or failure to perform under this Agreement, including, but not
327 limited to any damage to the Licensed Area caused by the Licensee, its employees,
328 contractors, agents and invitees. Furthermore, the parties understand and agree that the
329 covenants and representations relating to this indemnification provision shall survive
330 the term of this Agreement and continue in full force and effect as to the Licensee's
331 responsibility to indemnify.
332
- 333 9. **Release.** Town shall have no liability to the Licensee, successors or assignees or their
334 employees, contractors, agents, and invitees in connection with the Outdoor Dining or
335 Licensed Area, this Agreement and the subject matter hereof, including, without
336 limitation, any Claims in connection with, related to, or arising from the Town's
337 maintenance or repair of the Licensed Area including, but not limited to, any Claims
338 for damage to the Licensed Area, Outdoor Dining, improvements on the Outdoor Dining
339 or Licensed Area, or the Property. The Licensee hereby releases the Town, its officials,
340 employees and agents with respect to the foregoing.
341
- 342 10. **Enforcement/Authorization to Withhold Permits and Inspections.**
343

344 10.1 The Town, or its agents or representatives, may enter upon the Property and
345 Licensed Area at all reasonable times and hours to examine same and determine
346 if the Licensee is properly maintaining the Licensed Area in accordance with this
347 Agreement.

348
349 10.2 In the event that the Licensee fails to maintain the Licensed Area in a manner
350 acceptable to the Town, or the Licensed Area is damaged or impaired in any way
351 because of the Outdoor Dining, Licensee shall, at its expense, repair the Licensed
352 Area to its original condition before such damage, or to the standards specified
353 by the Town Manager or designee. If the Licensee fails to timely make such
354 restoration or repair, the Town may perform the restoration or repair work and
355 charge the cost thereof to the Licensee.

356
357 10.3 If the terms of this Agreement are not being complied with, in addition to any
358 other remedies available at law or in equity, the Town is hereby authorized to
359 withhold any approvals regarding the Outdoor Dining or the Property or any
360 portion thereof, and to refuse to make any inspections or grant any approvals for
361 the Outdoor Dining or the Property or any portion thereof, until such time as the
362 Licensee is in compliance with the terms and conditions of this Agreement.

363
364 11. **Attorney's Fees.** The prevailing party in any action or suit pertaining to or arising out
365 of this Agreement shall be entitled to recover, in addition to costs and disbursements
366 allowed by law, reasonable attorneys' fees and costs as well as attorneys' fees and costs
367 incurred in enforcing this prevailing parties attorneys' fees provision.

368
369 12. **Governing Law and Venue.** This Agreement shall be construed in accordance with
370 and governed by the laws of the State of Florida. Venue for any proceedings arising
371 out of this Agreement shall be proper exclusively in Broward County, Florida.

372
373 13. **Recordation/Modification.** This Agreement may be recorded by the Town Clerk in
374 the Public Records of Broward County with the Licensee paying the costs for such
375 recordation. This Agreement shall remain in full force and effect and be binding upon
376 the undersigned and the heirs, successors and assigns of the undersigned, until such
377 time as the same is modified or terminated in writing by the Town Manager or designee
378 or the Licensee as may be applicable.

379
380 14. **Notice of Sale.** Upon the sale, conveyance or transfer of the Property or the restaurant
381 business associated with this Agreement, the Licensee, new owner and/or tenant, or
382 assignee shall notify the Town in writing of the sale or transfer and shall be required to
383 file a new application for Outdoor Dining, Revocable Non-Exclusive License
384 Agreement, along with providing the Town with the minimum insurance required
385 pursuant to Section 7 of this Agreement. Failure to provide such notice or to provide
386 the required insurance documentation by the date the new owner and/or tenant takes
387 possession or within fifteen (15) days of the transfer of the Property, shall terminate
388 this Agreement.

389
390 15. **Successors in Interest.** The obligations and benefits of this Agreement shall inure to
391 all successors in interests to the parties to this Agreement.

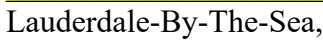
393 16. **Assignment and Amendment** – This Agreement may not be assigned, without prior
394 written approval of the Town. This Agreement may only be amended, by the parties,
395 with the same formalities as this Agreement.
396

397 17. **Town Attorney Approval.** The Town Attorney has approved the standard, pre-printed
398 terms and conditions set forth in this Agreement as to form and legality. Accordingly,
399 no modification of these terms and conditions shall be binding upon the Town unless
400 they are specifically endorsed and approved by the Town Attorney.
401

402 18. **Notices.** All notices required by law and by this Agreement to be given by one party
403 to the other shall be in writing, and the same shall be served by certified mail, return
404 receipt requested, to the following addresses:
405

406 Grantor: Town of Lauderdale-By-The-Sea
407 c/o Town Manager
408 Town Hall
409 4501 Ocean Avenue
410 Lauderdale-By-The-Sea, Florida 33308
411

412 With a copy to: Town Attorney
413 Town Hall
414 4501 Ocean Avenue
415 Lauderdale-By-The-Sea, Florida 33308
416

417 Licensee: 
418 
419 Lauderdale-By-The-Sea, FL 33308
420

421 19. **Entire Agreement/Modification/Amendment.**

422 19.1. This Agreement, including the exhibits attached hereto, contains the entire
423 agreement of the parties and supersedes any prior oral or written representations.
424 No representations were made or relied upon by either party, other than those that
425 are expressly set forth herein.

426 19.2. No agent, employee, or other representative of either party is empowered to
427 modify or amend the terms of this Agreement, unless executed with the same
428 formality as this document.

431 **IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective
432 Date.

433
434 **OWNER:**



437
438 Lauderdale-By-The-Sea, FL 33308

439
440 By: _____

441 _____
442
443 Print Name: _____
444 _____

445
446 STATE OF FLORIDA)
447 COUNTY OF BROWARD)

448
449 The foregoing instrument was acknowledged before me this _____ day of _____,
450 2025, by _____ (Licensee), who is (check one) ☐ personally known to me or
451 ☐ has produced _____ as identification by means of physical
452 presence or ☐ online notarization.

453
454 _____
455 Notary Public, State of Florida

456
457
458 My commission expires:

459 _____
460 Print or Type Name of Notary Public

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LICENSEE:



Lauderdale-By-The-Sea, FL 33308

By: _____

Print Name: _____

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ (Licensee), who is (check one) ☐ personally known to me or ☐ has produced _____ as identification by means of physical presence or ☐ online notarization.

Notary Public, State of Florida

My commission expires:

Print or Type Name of Notary Public

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOWN:

TOWN OF LAUDERDALE-
BY-THE-SEA
a Florida municipal
corporation

By: _____
Ken Rubach, Interim Town
Manager

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Ken Rubach, as Interim Town Manager of Lauderdale-By-The-Sea Florida municipal corporation, on behalf of the corporation, who is (check one) ☐ personally known to me or ☐ has produced _____ as identification by means of physical presence or ☐ online notarization.

Notary Public, State of Florida

My commission expires:

Print or Type Name of Notary Public

ATTEST:

ACTING TOWN CLERK Courtney Easley

APPROVED AS TO FORM:

TOWN ATTORNEY Susan L. Trevarthen

EXHIBIT A

POLICIES FOR USE OF THE OCEAN AND DUNE PLAZAS & THE PAVILION BY ENTITIES OTHER THAN THE TOWN

General philosophy: The beach pavilion, the Ocean Plaza, and the Dune Plaza are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They should therefore only be used for events that are open to the general public or are of significant benefit to the Town. The Town should collect fees and costs so that users bear the costs related to their events, rather than covering those costs from the Town's general fund.

Use of Ocean Plaza by Aruba for Outdoor Dining:

Based on the successful experience with piloting a program of outdoor dining in Ocean Plaza during the COVID-19 pandemic, and subsequent refinement to limit the impacts on other uses and users of Ocean Plaza, Aruba is eligible to enter into a revocable license agreement for the use of the portion of Ocean Plaza closest to their property for outdoor dining. The outdoor dining use may be applied for annually and requires approval by the Town Commission prior to October 1. It:

- a. shall not occupy more than 800 square feet of the of the north end of the Ocean Plaza within the knee wall; and
- b. shall provide for removal of the outdoor dining use when necessary to accommodate a Town event or other event approved in accordance with this policy after giving a minimum of 48 hours' notice;
- c. shall require regular maintenance of the Ocean Plaza including cleaning the pavers in the licensed area and keeping Ocean Plaza clean and free from litter and debris; and
- d. shall be conducted in accordance with all of the requirements of the revocable license agreement with the Town, including timely payment of fees specified therein.

The following policies and fees shall govern ~~the~~ all other use of the plazas and the Pavilion:

1. *Eligible users.* Use of the plaza for events open to the general public, shall be limited to:
 - a. Town commercial businesses (limited to 4 rentals per year per business)
 - b. Town-based non-profit organizations (limited to 2 rentals per year per organization)
 - c. Out of Town 501C Registered Non-Profit Organizations (limited to 1 rental per organization per year).
 - d. The plazas and pavilion 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.
 - e. The Town Commission may authorize the private use of the plazas by any 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).
2. *Fees and costs.*

EXHIBIT A

- a. A rental fee will be charged for all such uses. The rental structure for events that are open to the general public shall be :
 - i. Town commercial business use - \$850 per day or per night
 - ii. Town-based non-profit organization - \$215 per day or night
 - iii. Out of Town 501C Registered Non-Profit Organization - \$425 per day or night
 - b. The rental fees above are per plaza. If an organization wants to utilize both plazas for their event, they must pay rent for each plaza.
 - c. Use of the plazas as part of a larger special event shall be subject to these rental fees, in addition to the special event permit fee.
 - d. The Town Manager shall estimate the cost of Town and BSO staff to service the event, and set an additional deposit that the renter must pay upfront.
 - e. If food and beverages are to be served, the deposit shall include a pressure washing fee.
 - f. Renters will be required in their rental agreement to clean up the plazas immediately after their use, pay all fees, pay the cost of any damage they do to the Town's property, and pay for all Town & BSO costs directly associated with the event. If such costs exceed the upfront payment for those services, the renter must reimburse the Town for the difference.
3. *Insurance.* Renters must provide liability insurance (and liquor liability insurance if liquor is being served in amounts set by the Town Manager) and execute indemnification agreements with the Town in a form acceptable to the Town Attorney.
4. *Potential use on holidays.*
 - a. The Town Commission will decide if they wish to make the plazas available for use of Town commercial businesses or Town-based non-profit organizations on specific holidays. Non-profit organizations that are not based in LBTS may not rent the plazas on 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 plaza on a specific holiday two years in a row if another business or non-profit wants the opportunity. The Town Manager shall 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.
5. *Use on the same day as a special event.* Rentals will not be considered on days or evenings of Special Events with which they would interfere or conflict.
6. *Sales.* There shall be no sales of manufactured products (excluding food products) in the plazas during these events. Only hand-made artisan products may be sold in connection with such a rental. However, manufactured goods may be auctioned or sold at a charity event in the plaza. This restriction does not apply to the sale of food or food products.

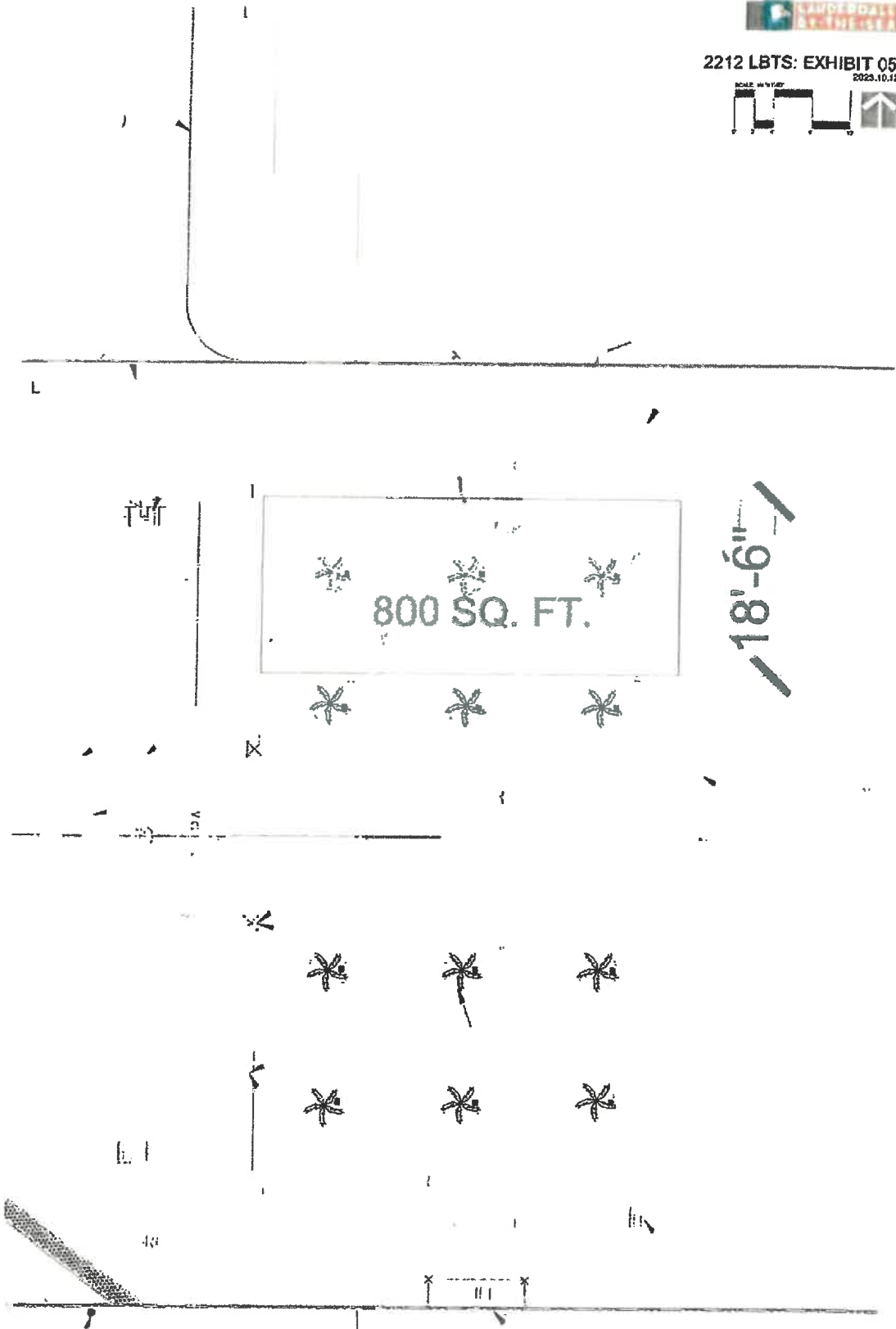
EXHIBIT A

7. *Cancellation for Town-sponsored event.* The Town reserves the right to cancel the rental up to 90 days in advance if the Town Commission decides to hold a Town-sponsored event in the plaza on that same date.

Ex. B



2212 LBTS: EXHIBIT 05a



ARTICLE VI. SIDEWALK CAFÉS¹

Sec. 17-85. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning.

Affected party shall mean any property owner whose property directly abuts the property upon which the business is located who has applied for or been issued a permit for a sidewalk café.

Buffer zone shall mean a clear pedestrian path for the visual and physical separation between the street curb and any sidewalk café furniture and/or fixture.

Fixtures shall mean objects, other than furniture, such as greeting podiums, bussing stations, heaters/misters and fans that are utilized as part of the sidewalk café.

Food store shall mean an establishment that sells food and beverages items, which may include alcoholic beverages, for off premises consumption, but shall not include a package store or a convenience store. The definition of food store shall include grocery store and supermarkets.

Furniture shall mean tables, chairs, umbrellas and similar objects, other than fixtures, that are utilized as part of the sidewalk café.

Maintenance area shall mean the sidewalk café area(s) plus the sidewalks (including the pedestrian paths and buffer zones) in, around and adjacent to the sidewalk café area(s) that the owner/operator is responsible for maintaining.

Pedestrian path shall mean the Town designated portion of the ROW adjacent to the sidewalk café that is required to be kept free and clear to allow a safe passageway for walking.

Permittee shall mean the owner/operator of the restaurant or food store (who may or may not be the property owner) associated with and issued a sidewalk café permit obtained pursuant to the terms and provisions of this article.

Restaurant shall mean any establishment where facilities are provided for preparing and serving food to the public. At least 51 percent of total gross revenues must come from retail sale on the licensed premises of food and non-alcoholic beverages. Proceeds of catering sales shall not be included in the calculation of total gross revenues. Catering sales include food or non-alcoholic beverage sales prepared by the licensee on the licensed premises for service by the licensee outside the licensed premises. The tables must be of adequate size to accommodate the service of full course meals in accordance with the number of chairs or other seating facilities provided at the table. Sale of alcoholic beverages for off-premise consumption is not permitted.

¹Editor's note(s)—Ord. No. 2020-02, § 2, adopted February 11, 2020, repealed art. VI, §§ 17-85—17-94, and enacted a new art. VI, §§ 17-85—17-93. The previous art. VI pertained to similar subject matter and derived from Ord. No. 342, adopted June 22, 1993; Ord. No. 358, adopted September 14, 1994; Ord. No. 365, adopted July 25, 1995; Ord. No. 411, adopted November 10, 1998; Ord. No. 03-520, adopted October 28, 2003; Ord. No. 2007-06, adopted April 10, 2007; Ord. No. 2009-12, adopted July 28, 2009; Ord. No. 2011-10, adopted July 26, 2011; Ord. No. 2013-02, adopted April 9, 2013; Ord. No. 2014-18, adopted December 9, 2014; and Ord. No. 2015-06, adopted August 11, 2015.

Right-of-way (ROW) shall mean land in which the State, the Florida Department of Transportation, Broward County or the Town of Lauderdale-By-The-Sea owns the property or has an easement devoted to or required for use as a transportation facility or street.

Sidewalk shall mean that area, whether privately owned or a portion of the ROW, which is located between the curblineline or the lateral line of a street and the adjacent building and which is intended for use by pedestrians.

Sidewalk café (orsidewalk café area) shall mean an area, or combination of areas, located on a sidewalk or a portion of the ROW which is associated with, and used for seating by a restaurant or food store, including any maintenance area(s). It shall be characterized by the presence of furniture and fixtures if approved as part of the sidewalk café permit.

Street means that portion of a ROW improved, designed or ordinarily used for vehicular traffic or parking.
(Ord. No. 2020-02, § 3, 2-11-2020)

Sec. 17-86. Sidewalk café permit and revocable right-of-way (ROW) license and encroachment agreement required.

- (a) It shall be unlawful for any person to operate a sidewalk café on any sidewalk or public ROW within the Town without first obtaining a permit from the Town. In such cases where the ROW is owned or controlled by another governmental entity other than the Town, the applicant shall also be required to obtain authorization and approval from that entity. The approved permit may be recorded by the Town at the permittee's sole expense and shall include:
 - (1) A revocable ROW license and encroachment agreement, in a form approved by the Town Attorney, with the Town for any portion of the Town's ROW which is used for a sidewalk café;
 - (2) The location and square footage of each of the approved sidewalk café area(s);
 - (3) Specifications and photograph(s) or illustration(s) of the approved furniture and fixtures;
 - (4) The total number of seats within each of the sidewalk café areas;
 - (5) Identification and location of additional fixtures and signage that are permitted within the sidewalk café area;
 - (6) Owner consent and release, if applicable; and
 - (7) Additional information and conditions as required by the Town.
- (b) The ROW license shall be revocable in accordance with section 17-91 and shall not constitute a vested property interest in any portion of the public ROW.
- (c) Any person or entity operating a sidewalk café without a permit and ROW license and encroachment agreement or any property owner allowing the operation of a sidewalk café without a permit and a ROW license and encroachment agreement upon or adjacent to his/her/its property shall be subject to penalties as provided in this article.

(Ord. No. 2020-02, § 3, 2-11-2020)

Sec. 17-87. Sidewalk café permit application and right-of-way (ROW) license fees.

- (a) *Permit application fee.* A sidewalk café application fee as established and amended from time to time by resolution of the Town Commission, shall be non-refundable, and shall accompany the sidewalk café application.

(b) *Town right-of-way (ROW) license fee.*

- (1) Each permittee of a sidewalk café that operates in a portion of the Town ROW shall pay to the Town an annual ROW license fee, as established, and amended from time to time, by resolution of the Town Commission.
 - (2) The Town ROW license fee shall be calculated per square foot of ROW area utilized and included in the sidewalk café permit for the approved sidewalk café area.
 - (3) The Town ROW license fee shall be charged annually based upon the total amount of ROW square footage utilized by the sidewalk café and the number of calendar months during the year that the sidewalk café is operated. If no individual calendar months are selected, the Town shall charge the annual ROW license fee based upon the entire 12-month period. Pro-rated monthly selections shall only be calculated utilizing full calendar month increments. Changes to the monthly selection must be made in writing, a minimum of 30 days prior to any change, and prior to payment.
 - (4) Payment of fees.
 - a. Town ROW license fees shall be due and paid annually on or before October 1.
 - b. Notwithstanding the requirements set forth in (4)a. above, the total Town ROW license fee may be divided into quarterly payments upon receipt of written request from the permittee.
 - c. All Town fees paid are non-refundable upon payment.
 - d. Payment received more than ten calendar days after the due date shall be charged a late fee of ten percent of the payment amount due. Failure to make a required payment within 30 calendar days of the due date may result in immediate sidewalk café permit and ROW license revocation.
 - e. The fees collected pursuant to this section from sidewalk cafés located in the Town of Lauderdale-By-The-Sea shall be placed in the general revenue fund.
 - (5) If a sidewalk café is located on State of Florida ROW, Florida Department of Transportation ("FDOT") approval is required along with any applicable FDOT fees that may be required.
- (c) *Violation.* It is a violation of this Code and any applicable sidewalk café permit to operate a sidewalk café during unapproved time periods which have not been included in an active sidewalk café permit or for which the Town ROW license fee has not been paid. In addition to any penalties imposed pursuant to this chapter, the permittee shall be required to file either an amended application or a new application for a sidewalk café permit and Town ROW license for the unpermitted time periods during which they were in operation. The retroactive Town ROW license fee for any unpermitted time period (minimum fee shall be calculated on a monthly basis) during which a sidewalk café is operated shall be double the Town ROW license fee.

(Ord. No. 2020-02, § 3, 2-11-2020)

Sec. 17-88. Sidewalk café permit and Town ROW license application.

- (a) *Application.* Application for a sidewalk café permit and ROW license to operate a sidewalk café shall be commenced by the filing of a complete application on a form provided by the Town with the Development Services Department. Such application shall include the following:
- (1) Name, address and telephone number of the applicant.
 - (2) Name and address of business.
 - (3) Evidence of insurance containing terms required under section 17-90 of this article.

-
- (4) A minimum of 8½ x 11 inch drawing to legible scale showing the layout and dimensions of the existing sidewalk area and adjacent private property, proposed location, size and number of all furniture and fixtures, steps, trees, parking meters, bus shelters, sidewalk benches, trash receptacles, and any other objects located outside of the adjacent sidewalk café area or sidewalk obstruction either existing or proposed within the pedestrian path.
 - (5) Manufacturers' brochures and photographs or illustrations fully describing the appearance of all proposed furniture/fixtures including, but not limited to, dimensions and colors, related to the sidewalk café.
 - (6) Identification of all calendar months for which the permittee desires to operate the sidewalk café. Town ROW Licenses shall only be available for full calendar month increments.
 - (7) Signature of the owner of the building.
 - (8) A nonrefundable application fee as established, and amended from time to time, by resolution of the Town Commission.
- (b) *Application review.* Applications shall be reviewed for compliance with the standards and requirements set forth in this article as well as any other applicable Town Code provisions by the Town Manager or designee.
- (1) No application shall be accepted until it is deemed complete.
 - (2) The Town Manager or designee shall review the submitted application within 20 business days and either accept the application if it is complete or, if incomplete, reject the application with a written notice of incompleteness, specifying the data missing from the application.
 - (3) If an application is rejected, the applicant may resubmit the application with the additional information required. Upon each resubmittal, the Town manager or designee shall have ten business days to review the resubmitted application and either accept the application as complete or provide written notice of any corrections, revisions or deficiencies. This process shall continue until the applicant has submitted a complete application or demands that the application be reviewed as is, without further revisions.
 - (4) If an applicant fails to provide the additional information as requested by the Town Manager or designee within 60 days of the request for additional information, the Town Manager or designee may deem the application to be withdrawn by the applicant and the application considered null and void. Upon request, the applicant shall be entitled to one 60-day extension, provided the extension request is granted prior to the expiration of the above referenced 60-day time period.
 - (5) For any application in which the sidewalk café is not located directly in front the associated restaurant or food store, the Town will send a courtesy notice to those businesses directly abutting the proposed sidewalk café. Any affected person may provide written comments to the Town Manager or designee within ten days of the date of the mailed notice, for the consideration of the Town Manager or designee. Failure to mail or receive such courtesy notice shall not affect actions taken under this article.
 - (6) Prior to issuance of a sidewalk café permit or annual renewal of a Town ROW license, the Town Clerk shall certify that there are no outstanding fines, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property requesting a sidewalk café permit. A sidewalk café permit or ROW license may not be issued until all outstanding fees and/or fines owed to the Town are paid in full.
 - (7) The Town Manager or designee shall approve, approve with conditions, or deny an application based on the requirements of this article and compliance with this Code. Approval shall be in the form of a sidewalk café permit and ROW license as provided for in section 17-86 of this article. A denial of a sidewalk café application shall be made in writing and shall provide the reasons for such denial. The

applicant or an affected property owner may appeal the Town Manager or designee's decision on the sidewalk café permit application to the Town Commission.

(Ord. No. 2020-02, § 3, 2-11-2020)

Sec. 17-89. Sidewalk café permit standards and requirements.

- (a) *Sidewalk café permit.*
- (1) Each sidewalk café permit shall be effective for one year commencing on October 1st through September 30th and subject to annual payment as provided for in section 17-87 of this article.
 - (2) The sidewalk café permit shall be personal to the permittee only and shall not be transferable.
 - (3) The sidewalk café permit issued shall be specific to the location and is not transferrable to another location.
- (b) *Sidewalk café designation.* The Town will designate the approved boundaries of the sidewalk café area by placing medallions at the corners of the sidewalk café area, in accordance with the scale layout drawing attached to and made a part of the approved sidewalk café permit.
- (c) *Location.*
- (1) Sidewalk cafés shall only be located in the following areas:
 - a. The sidewalk frontage of the licensed business to which the sidewalk café permit is issued;
 - b. The sidewalk frontage of the building where the licensed business is located, if the requirements found in subsection (c)(2) below have been satisfied; or
 - c. The sidewalk frontage of an adjacent property, if the requirements found in subsection (c)(2) below have been satisfied.
 - (2) Adjacent property or adjacent tenant space. If the proposed sidewalk café area extends in front of adjacent property or adjacent tenant space then the permittee shall obtain written permission from the adjacent property owner, adjacent tenant, or both, if applicable, for use of this area to be included in the sidewalk café area.
 - (3) Location of furniture and/or fixtures. Furniture and/or fixtures shall be prohibited within a three-foot radius of the ingress or egress of a building and within a five-foot radius of bus stops, taxi stands, parking meters, fire hydrants, pedestrian crosswalks or handicap ramps.
 - (4) Pedestrian safety areas.
 - a. Buffer zone.
 1. Adjacent to parking. Where parking exists between the sidewalk area proposed for use and the portion of the ROW used for vehicular travel, a sidewalk café shall be located in such a manner that a minimum five-foot wide buffer zone is maintained adjacent to the parking, at all times.
 2. No parking. Where no parking exists, a minimum one-foot wide buffer zone between the edge of the sidewalk closest to the ROW used for vehicular travel and the sidewalk café area buffer zone shall be maintained at all times. In areas of congestion, the Town Manager or designee may require additional clearance.
 - b. Pedestrian path.

-
1. In addition to any buffer zone required pursuant to subsection (4)a. above, each sidewalk café area shall provide a pedestrian path, designated by the Town of no less than:
 - (i) Seven feet for sidewalk café areas located east of Ocean Drive and fronting Commercial Boulevard; or
 - (ii) Five feet for sidewalk café areas except as provided for in subsection b.1.(i).
 2. The Town Manager or designee shall have the authority to select the final location of the pedestrian path located within the sidewalk café area. In areas of congested pedestrian activity, the Town Manager or designee is authorized to require a wider pedestrian path than the standard set forth in subsection (c)(4)b.1. above, as may be necessary for the health, safety and welfare of the general public.
- c. All pedestrian paths, buffer zones, building ingress and egress, and fire access lanes designated by the Town Fire Marshall shall be kept clear and unobstructed at all times. Patrons shall not be permitted to loiter or dance in a designated buffer zone or pedestrian path. Service staff may traverse designated pedestrian paths but shall not impede the pedestrian traffic while taking orders or delivering food and drink orders.
- (d) *Maintenance of the right-of-way.*
- (1) The Town Manager or designee shall designate a maintenance area, including portions of the ROW covered by the sidewalk café permit.
 - (2) The permittee shall be responsible for removal of stains in the designated maintenance area, including but not limited to those caused by dirt, grease and food or beverages.
 - (3) The maintenance area shall be cleared of all debris as may be necessary throughout the course of the day, and then again at the close of each business day.
 - (4) The permittee may be charged at a rate established by the fee resolution at a cost not to exceed that which is charged to the Town.
 - (5) The permittee will be charged for the costs of materials and labor that may be necessary to replace any and all landscaping, paving and other public improvements which are damaged and/or stained resulting from the operation of the sidewalk café. The cost of labor and materials calculated under this section shall be premised upon the same quality of materials and workmanship previously approved and utilized by the Town for landscaping, paving and other public improvements.
- (e) *Physical barriers.*
- (1) No objects shall be permitted around the perimeter of a sidewalk café area which would have the effect of forming a physical or visual barrier.
- (f) *Exterior bars.* Exterior bars located within the sidewalk café area shall be prohibited.
- (g) *Music.*
- (1) Live and/or amplified music shall be prohibited within the confines of a sidewalk café area.
 - (2) Speakers emitting music from inside the restaurant or food store serving the sidewalk café area shall be placed and directed in such a manner that the music's amplification is directed internally into the restaurant or food store.
- (h) *Fire hazards.*
- (1) Other than candles, which are used in the course of ordinary tableside service, no food preparation involving fire or fire apparatus of any kind shall be allowed on the public sidewalk.

-
- (i) *Seating.* The maximum seating capacity shall be limited to one seat per ten square feet of sidewalk café area for chairs and one barstool seat per 24 inches of the linear outside bar area.
- (j) *Sidewalk café furniture and fixtures.*
- (1) *General review standards.* The placement and configuration of furniture and fixtures, as well as replacement furniture and fixtures shall be reviewed for consistency with the following:
- a. Compatibility with the Town's aesthetic standards;
 - b. Compatibility of the scale of the furniture and fixtures with the sidewalk café area and adjacent buildings and structures;
 - c. Fire safety and accessibility;
 - d. Compatibility with the buffer zones and pedestrian paths; and
 - e. Compliance with the requirements of this article and any other applicable provisions of this Code.
- (2) *Shade structures.*
- a. Umbrellas. Shall be no larger than eight and one-half feet in diameter and shall maintain a minimum vertical clearance from the sidewalk of not less than eight feet in height.
 - b. Tents, canopies and pergolas or other similar structures are prohibited.
- (3) *Greeting podiums and service stations.*
- a. All furniture and fixtures, including any greeting podium and/or service station, shall remain within the confines of the designated sidewalk café area, located as close to the building as feasibly possible and shall not impede the pedestrian path.
 - b. If a sidewalk café is adjacent to an outdoor dining area, any greeting podium and/or service station, shall be located in the confines of the designated outdoor dining area and not within the designated sidewalk café area.
- (4) *Quality and appearance.* Furniture and fixtures located within the sidewalk café area shall be:
- a. Of sufficient quality, design, materials, size, color, elevation and workmanship both to ensure the safety and convenience of users, and to enhance the visual and aesthetic quality of the urban environment;
 - b. Mildew and rust resistant; and
 - c. Maintained with a clean and attractive appearance and in good repair at all times.
- (5) *Design.* The design, materials and colors of the sidewalk café furniture and fixtures shall be approved by the Town Manager or designee prior to the issuance of the sidewalk café permit.
- (6) *Materials.* All fabrics and materials utilized in the sidewalk café shall be fire-retardant, pressure-treated or manufactured with fire resistive materials.
- (7) *Affixed.* The Town Manager or designee may approve certain tables to be permanently affixed to the sidewalk. If approved, the permittee is responsible for replacing the pavers and repairing the sidewalk for any damages caused by the relocation and removal of the table(s).
- (8) *Storage.* Furniture and fixtures may be stored on the sidewalk, after closing, in a neat and orderly manner, provided that such furniture is stacked no earlier than 10:30 p.m. and the furniture layout for the sidewalk café area is restored no later than 10:30 a.m.
- (9) *Furniture and fixture removal.* Permittee is responsible for removing all unaffixed furniture and fixtures from the sidewalk at the close of business the day before a Town scheduled sidewalk cleaning date.

Failure to remove all unaffixed furniture and fixtures from the sidewalk may result in removal by the Town or its designee at the permittee's expense.

(10) *Identification of the restaurant or food store.* In order to communicate the identity of the restaurant or food store associated with the sidewalk café, the name and logo of the restaurant or food store may be located once on a table or tablecloth, once on each panel of an umbrella, and once on chair covers at a letter height not exceeding four inches. All other endorsements or advertising which are not intended to communicate the identity of the restaurant or food store are prohibited.

(11) *Fire and hurricane hazards.*

- a. The configuration of all sidewalk café areas, including the location of all furniture and fixtures, shall be approved by the Town Fire Marshall.
- b. Upon the issuance of a "hurricane warning" or "hurricane watch" by the Broward County Office of Emergency Management, the permittee shall be required to remove all furniture and fixtures from the sidewalk café area. Failure to remove any furniture and/or fixtures related to the sidewalk café within 24 hours from the issuance of a "hurricane warning" or "hurricane watch," may result in the Town Manager or designee directing Town staff to remove said furniture and/or fixtures. The permittee shall be responsible for any and all expenses incurred by the Town for the removal, storage, and return of said furniture, fixtures or objects. The Town shall not be responsible for any damages to sidewalk café furniture and/or fixtures resulting from the removal, storage and return.

(12) *Use limitations.*

- a. A television may either be located inside the building or, if outside the building, attached to the building, provided no television sound is audible outside the perimeter of the sidewalk café area.
- b. No furniture, fixtures, decorations, lights or other objects shall be placed in a sidewalk café area, other than those items specifically approved as part of the sidewalk café permit.
- c. No furniture, fixtures, decorations, lights or other objects shall be placed outside of a sidewalk café area including, but not limited to areas on the sidewalk, landscaping, light poles or Town furniture.

(Ord. No. 2020-02, § 3, 2-11-2020; Ord. No. 2021-07, § 3, 9-13-2021; Ord. No. 2024-02, § 2, 4-30-2024)

Sec. 17-90. Liability and insurance.

- (a) The permittee agrees to indemnify, defend, save and hold harmless the Town, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of this permit, or the permittee's activity on the premises by executing a license and encroachment agreement.
- (b) The permittee shall meet and maintain the minimum insurance requirements set forth in subsection 17-9(3) of this Code for issuance of a sidewalk café permit.

(Ord. No. 2020-02, § 3, 2-11-2020)

Sec. 17-91. Revocation, suspension or denial of permit.

- (a) *Revocation and/or denial.* The approval of a sidewalk cafe permit is conditional at all times. The holder of a permit has no vested right or property interest in the continuation of the permit or the activity it allows. A sidewalk café permit may be denied and/or revoked if it is found that any of the following has occurred:

-
- (1) Any applicable business or health permit for the restaurant or food store associated with the sidewalk café permit has been suspended, revoked or cancelled.
 - (2) The permittee exceeds the approved square footage of the approved sidewalk café permit area.
 - (3) Changing conditions of pedestrian or vehicular traffic which cause congestion necessitating removal of the sidewalk café. Such decision may be based upon findings of the Town Manager or designee that the pedestrian path and/or buffer zone is insufficient under existing circumstances and represents a danger to the health, safety or general welfare of pedestrians or vehicular traffic.
 - (4) Revocation of permission from property owner or adjacent owner, if applicable.
 - a. If the owner of the building in which the restaurant or food store operating the sidewalk café revokes permission for the sidewalk café, then the entire sidewalk café permit shall be revoked.
 - b. If the owner of an adjacent property in front of which the sidewalk café extends revokes permission, then only that portion of the sidewalk café permit authorizing the area in front of the adjacent property shall be revoked.
 - c. Revocation of a sidewalk café permit shall only be effective 60 days after the owner of the building provides written notice to the Town of such revocation.
 - (5) The permittee has failed to correct violations of this article or conditions of the sidewalk café permit within 24 hours of receipt of written notice from the Town Manager or designee. Once notice has been given for a violation, a violation of the same condition is considered a repeat violation and the Town Manager or designee shall have the right to revoke the sidewalk café permit as set forth in subsection (d).
 - (6) The permittee fails to maintain the minimum insurance requirements set forth in subsection 17-9(3) of this Code or conditions of the sidewalk café permit.
 - (7) The permittee fails to maintain compliance with any other applicable provision of this Code.
 - (8) The permittee fails to pay annual fees associated with the sidewalk café permit or any other outstanding fees which may be owed to the Town.
- (b) *Suspension.*
- (1) The permit may be temporarily suspended and furniture and fixtures required to be removed by the Town Manager, designee or authorized law enforcement official when necessary for the following reasons:
 - a. To clear sidewalk areas for a "community or special event" authorized by a permit issued by the Town;
 - b. When street, sidewalk, or utility repairs necessitate such action;
 - c. In emergency situations (police fire life safety). In such an event, the Town and its officers and employees shall not be responsible for sidewalk café furniture and fixtures relocated during emergencies.
- (c) *Removal of furniture and fixtures.*
- (1) In the event the permittee fails to remove any furniture and fixtures or other objects related to the sidewalk café within 24 hours of receipt of the Town Manager's or designee's final notice of violation, revocation or suspension, the Town Manager or designee may direct Town staff to remove said objects. The permittee shall be responsible for any and all expenses incurred by the Town for the removal, storage, and return of said furniture, fixtures or objects. The furniture and fixtures shall only

be released upon a proper showing of ownership and payment of reasonable and actual removal, administrative and storage charges, as set forth and approved by the Town Commission.

- (2) Any furniture, fixtures or objects removed by the Town shall be stored for a period not to exceed 30 days. In the event the furniture or fixtures are not claimed within the 30 day storage period, the furniture, fixture or object shall be deemed unclaimed property in possession of the town and may be disposed of pursuant to law.
- (3) Notwithstanding subsection (c)(1) above, the Town Manager or designee shall have the right to remove or relocate without notice, any furniture and fixtures that presents a safety hazard to traffic or pedestrian flow or that are not specifically identified in the sidewalk café permit. In such an event, the Town and its officers and employees shall not be responsible for any damages to sidewalk café furniture and fixtures that may have resulted during removal and/or relocation. The permittee may be responsible for any and all expenses incurred by the Town for the removal, storage, and return of said furniture, fixtures or objects.

(d) *Procedures for permit suspension or revocation.*

- (1) If the Town Manager or designee believes that a permittee has engaged or is engaged in conduct warranting the revocation of the permit, he or she shall serve the permittee by certified mail or hand delivery, at the address provided in the application for the permit, a written notice of violation which affords reasonable notice of facts or conduct which warrant the intended action, and a reasonable time for the permittee to cure the violation.
- (2) The written notice of violation shall state the required remedial action to eliminate the violation. The permittee shall be afforded a reasonable opportunity to request a hearing before the Town Commission on the notice of violation, unless the Town Manager or designee finds that an emergency condition exists involving serious danger to public health, safety and welfare, or the permittee is a repeated violator of the requirements of this article, in which case advance notice and hearing shall not be required.
- (3) In the case of an emergency suspension or revocation, the permittee shall immediately be advised of the Town Manager's or designee's action.
- (4) In the event the permittee does not cure the violation within the reasonable time designated by the Town Manager or designee, the sidewalk café furniture and fixtures may be removed and penalties may be imposed pursuant to section 17-92.

(Ord. No. 2020-02, § 3, 2-11-2020)

Sec. 17-92. Enforcement.

(a) This article shall be enforced as follows:

- (1) The Town Manager or designee shall have jurisdiction to hear and decide cases involving sidewalk café permits.
- (2) The Code Enforcement Special Magistrate shall have jurisdiction to hear and decide cases involving sidewalk cafés where a permit has not been issued or has previously been revoked and/or suspended.
- (3) The Town may enforce the provisions of this article by supplemental code or ordinance enforcement procedures as provided by F.S. ch. 162, pt. 2; or
- (4) The Town may prosecute violations by issuance of notices to appear for violation of a Town ordinance.

(b) The penalty for a violation of this article pursuant to subsection 17-92 (a)(2) shall be as provided by F.S. ch. 162.

Created: 2025-07-21 10:03:27 [EST]

(Supp. No. 50)

-
- (c) The Town Attorney, with authorization from the Town Commission, may bring suit on behalf of the Town to enjoin any violation of this article.

(Ord. No. 2020-02, § 3, 2-11-2020)

Sec. 17-93. Recovery of unpaid fines; unpaid fines to constitute a lien; foreclosure.

- (a) The Town of Lauderdale-By-The-Sea may institute proceedings in a court of competent jurisdiction to compel payment of civil fines.
- (b) A certified copy of an order imposing a civil fine may be recorded in the public records and thereafter shall constitute a lien upon any other real or personal property owned by the violator and it may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. After two months from the filing of any such lien which remains unpaid, the Town may foreclose or otherwise execute on the lien.

(Ord. No. 2020-02, § 3, 2-11-2020)

Secs. 17-94—17-100. Reserved.



Agenda Item No: 18.e.

Town Commission Agenda Item Report

Meeting Date: September 10, 2025

Submitted By: Richard DeNapoli, Commissioner

Submitting Department: Administration

Item Type: Action Item

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2025-42: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE CODESIGNATION OF SEA GRAPE DRIVE TO INCLUDE PRESIDENT DONALD J. TRUMP DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: Commissioner DeNapoli has submitted a request to co-designate Sea Grape Drive as Donald J. Trump Drive and has included a draft resolution. The specific request would be to include a co-designated sign at the southeast intersection of Sea Grape Drive and Commercial Boulevard. This request is to coincide with the location of the Broward County Republican Party offices.



Recommendation: Consider Resolution 2025-42

Exhibits:

1. Resolution 2025-42 Donald J Trump Drive

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27

WHEREAS, Donald J. Trump served as the 45th President of the United States from 2017 through 2021, and in November 2024, he became only the second president in United States history to be reelected to a second, non-consecutive term as president, and currently serves at the 47th President of the United States; and

WHEREAS, among his many accomplishments, President Trump signed into law the Tax Cuts and Jobs Act, which was one of the largest tax cuts and tax reform bills in American history; and the “One Big Beautiful Bill Act,” of 2025 which makes many tax cuts permanent; and

WHEREAS, President Trump also bolstered the country’s military branches around the world and launched the United States Space Force in 2019; and

WHEREAS, President Trump also worked to restore democracy and the rule of law across the world, issuing sanctions against Cuba, Venezuela and Nicaragua aimed at weakening Cuba's

28 communist regime and ending the rule of corrupt Venezuelan President Nicolas Maduro by
29 recognizing Juan Guaido as Venezuela's legitimate leader; and

30 **WHEREAS**, the Broward County Republican Party, also known as the Broward
31 Republican Executive Committee, has long maintained its office on the corner of Commercial
32 Boulevard and Sea Grape Drive.

33 **WHEREAS**, there is a long tradition in Broward County where streets are named after
34 Presidents, including the City of Hollywood, which has 27 streets named after US Presidents, from
35 George Washington to Calvin Coolidge; the City of West Park has a "Barack Obama Boulevard;"
36 the state legislature designated Florida's Turnpike the Ronald Reagan Turnpike; there is a George
37 Bush Boulevard in Delray Beach in Palm Beach County; Miami-Dade recently authorized the co-
38 designation of Palm Avenue in Hialeah as "President Donald J. Trump Avenue."; the Florida
39 Legislature approved an honorary designation of "President Donald J. Trump Boulevard" for parts
40 of Southern Boulevard in Palm Beach County earlier this year; and on August 9, 2025, the Palm
41 Beach County Commission also approved a resolution to support the honorary designation of
42 "President Donald J. Trump Boulevard" for parts of Southern Boulevard.

43 **WHEREAS**, this Commission would also like to recognize President Trump and his
44 accomplishments in office by approving the Town of Lauderdale-By-The-Sea's codesignation of
45 Sea Grape Drive as President Donald J. Trump Drive; and

46 **WHEREAS**, the Town of Lauderdale-By-The-Sea would like to see that signage is
47 installed indicating this codesignation on street signs and traffic signal mast arms; and

48 **WHEREAS**, Sea Grape Drive is a Town-maintained street located in the Town of
49 Lauderdale-By-The-Sea; and

50 **WHEREAS**, the Town Commission finds that it is in the best interests of the Town to
51 approve the codesignation.

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

54 **Section 1.** Approves the Town’s codesignation of Sea Grape Drive as President Donald J.
55 Trump Avenue.

56 **Section 2.** Directs the Clerk of the Town to transmit a certified copy of this resolution to
57 the Mayor and Town Commission, the United States Postal Service, the Traffic Signals
58 and Signs Division of the Department of Transportation and Public Works, the
59 Development Services Division of the Regulatory and Economic Resources Department,
60 the Town Police Department and the Town Fire Department.

61 **Section 3. Authorization to Implement.** The appropriate Town officials are authorized
62 to execute all necessary documents and to take any necessary action to effectuate the intent of this
63 Resolution.

64 **Section 4. Effective Date.** This Resolution shall become effective immediately upon its
65 passage.

66 **PASSED AND ADOPTED** this _____ day of September 2025.

67
68 _____
69 Mayor Edmund Malkoon

70 Attest:

71
72
73
74 _____
75 Courtney Easley, Acting Town Clerk
76 (CORPORATE SEAL)

77
78 APPROVED AS TO FORM:

79
80
81
82

Susan L. Trevarthen, Town Attorney



LAUDERDALE BY • THE • SEA

Commissioner Agenda Item Request

Commissioners may submit a request for the preparation of policy, legislation or action by the Town Attorney or Town Manager. The item will be placed under Presentations, New Business, or Old Business if it has been previously discussed. This form should state the purpose of the item/action, the major points to be covered, the reasons for necessary action, whether visual aids such as maps, plans, photos or PowerPoint-style presentations may be appropriate, and the specific action or motion desired by the Commissioner. If the item can be resolved by the Town Manager without action of the Commission, the Manager shall be given the opportunity to do so.

Requesting Commissioner: ~~Steve~~ Richard De Napoli

Purpose of Item/Action: Co-Designation of a Street

Major Points to be Covered: Co-Designation of a street
(see attached draft)

Reason for Necessary Action: Co-Designation of a Street

Specific Action or Motion Desired by the Commission:

Vote to approve Co-Designation of a Street

Will visual aids such as maps, plans, photos or PowerPoint-style presentations be supplied?

☐

YES

☒

NO

Signature: [Signature]

Date: 4/23/25