

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday May 9, 2023

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Chris Vincent
Vice Mayor Edmund Malkoon
Commissioner Buz Oldaker
Commissioner Randy Strauss
Commissioner Theo Pouloupoulos

Regular Town Commission

Tuesday, May 9, 2023, 6:30 PM

Jarvis Hall 4505 N. Ocean Drive

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION - Mayor Vincent

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. Senator Jason W.B. Pizzo, District 37 Introduction
[5-9-23 AM Senator Pizzo Visit.pdf](#)
- 5.b. Broward County Premium Mobility Plan (PREMO)
[5-9-23 AM PREMO Presentation.pdf](#)
- 5.c. Proclamation for "National Police Week" and "National Peace Officers Memorial Day"
[5-9-23 AM Police Week Proclamation.pdf](#)
[Ex. 1 National Police Week Proclamation.pdf](#)
- 5.d. May 21-27 National Public Works Week
[5-9-23 AM National Public Works Week.pdf](#)
[Ex. 1 National Public Works Week Proclamation.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

8. TOWN MANAGER REPORT

- 8.a. Town Manager Report for May 9, 2023
[5-09-23 AM Town Manager Report.pdf](#)

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. Approval of Minutes
[Approval of Minutes.pdf](#)
[Ex. 1 4-25-23 Ethics Training Minutes.pdf](#)
[Ex. 2 4-25-23 Regular Commission Meeting Minutes.pdf](#)

11. CONSENT AGENDA

12. OLD BUSINESS

13. NEW BUSINESS

- 13.a. "Dive into Summer" Special Event scheduled for Saturday, July 29, 2023
[5-09-23 AM Dive into Summer New Event.pdf](#)
[Ex. 1 Dive into Summer Site Plan.pdf](#)
- 13.b. 2023 4th of July Celebration Event and RESOLUTION 2023-23: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,

APPROVING A LICENSE AGREEMENT WITH FDG CENTRAL, LLC TO ACCESS AND USE CERTAIN REAL PROPERTY FOR THE TOWN'S FOURTH OF JULY EVENT; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

[5-09-23 AM 2023 4th of July Celebration.pdf](#)

[Ex. 1 2023 4th of July Agreement-FDG.pdf](#)

[Ex. 2 Resolution 2023-23 Approval of 4th of July Agreement.pdf](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

17. RESOLUTIONS - PUBLIC COMMENTS

- 17.a. Resolution 2023-22 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, CODIFYING THE PRACTICE OF PROVIDING CONTINUATION HEALTH INSURANCE BENEFITS FOR TOWN COMMISSIONERS AND THEIR ELIGIBLE DEPENDENTS UNDER THE TOWN'S PLAN; CLARIFYING ELIGIBILITY CRITERIA FOR CONTINUATION HEALTH INSURANCE BENEFITS FOR TOWN COMMISSIONERS UNDER THE TOWN'S GROUP HEALTH INSURANCE PLAN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO MAINTAIN CONTINUATION HEALTH COVERAGE UNDER THE GROUP HEALTH INSURANCE PLAN; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

[5-9-23 AM Continuation Health For Retired Officials.pdf](#)

[Ex. 1 Resolution 2023-22 Retiree Health Benefits.pdf](#)

18. QUASI JUDICIAL PUBLIC HEARINGS

19. ADJOURNMENT

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

INVOCATION:

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



Agenda Item No: 5.a

Town Commission Agenda Item Report

Meeting Date: May 9, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Senator Jason W.B. Pizzo, District 37 Introduction

Explanation: Senator Pizzo and his staff will introduce/reintroduce themselves to residents and the Commission.

Recommendation: N/A

Attachments: None



Agenda Item No: 5.b

Town Commission Agenda Item Report

Meeting Date: May 9, 2023

Submitted By: Courtney Easley, Assistant to the Town Manager

Submitting Department: Administration

Item Type: Presentations

Agenda Section: Presentations

Subject Title: Broward County Premium Mobility Plan (PREMO)

Explanation: To support Broward's continued growth and prosperity, voters approved a one-cent surtax for transportation named the Mobility Advancement Program (MAP) Broward. The goal of MAP Broward is to provide enhanced transit services. In response, Broward County Transit is developing the Premium Mobility Plan or PREMO to define a program of premium transit projects that meets the need of the county and achieves the objectives set forth by MAP Broward.

Broward County staff will give a presentation on transit programs and services that may benefit Lauderdale-By-The-Sea.

Recommendation: N/A

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: May 9, 2023

Submitted By: Captain Tom Palmer, BSO

Submitting Department: Public Safety

Item Type: Presentation

Agenda Section: PRESENTATION

Subject Title: Proclamation for “National Police Week” and “National Peace Officers Memorial Day”

Explanation: In 1962 President Kennedy and Congress designated May 15 each year as “National Peace Officers Memorial Day” and the week it falls in, “National Police Week”, which is May 15-21, 2023. This proclamation recognizes and commemorates the dedication of police officers to preserve the rights of citizens and keep them and their communities safe.

According to the preliminary data compiled by the National Law Enforcement Officers Memorial Fund (NLEOMF):

226 federal, state, tribal and local law enforcement officers died in the line-of-duty in 2022. This is a decrease of 61% from the 586 officers killed during the same period last year and is almost entirely related to the significant reduction in Covid-19 deaths.

In 2022, officer fatalities ranged from automobile crashes to felonious attacks (e.g. firearm fatalities, stabbings, and being beaten to death). Of these tragic deaths, firearms-related deaths were the leading cause of line-of-duty deaths in 2022 (64) and mirrors the number of firearms related fatalities in 2021. The leading circumstance of firearms-related fatalities in 2022 were officers killed in ambush attacks (11).

Recommendation: N/A

Attachments: Proclamation for “National Police Week” and “National Peace Officers Memorial Day”

Proclamation

*Issued by the Governing Body of the
Town of Lauderdale-By-The-Sea,*

WHEREAS, In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, the International Association of Chiefs of Police has declared law enforcement officer safety and wellness a top priority, and the IACP's Center for Officer Safety and Wellness promotes the importance of individual, agency, family, and community safety and wellness awareness; and

WHEREAS, the members of our law enforcement agency for the Town of Lauderdale-By-The-Sea play an essential role in safeguarding the rights and freedoms of the citizens of the Town; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the police department of the Town of Lauderdale-By-The-Sea has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service.

NOW, THEREFORE, I, Chris Vincent, Mayor of the Town of Lauderdale-By-The-Sea, Florida, Call upon all citizens of the Town of Lauderdale-By-The-Sea and upon all patriotic, civil and educational organizations to observe the week of **May 15-21, 2023** as **"NATIONAL POLICE WEEK"** with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon Town citizens to observe **May 15, 2023** as **"NATIONAL PEACE OFFICERS MEMORIAL DAY"** to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

*In witness whereof we have hereunto set our
hands and caused this seal to be affixed*



Chris Vincent, Mayor

Katrina Adler, Town Clerk



Agenda Item No: 5.d

Town Commission Agenda Item Report

Meeting Date: May 9, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: May 21-27 National Public Works Week

Explanation: Attached please find a proclamation recognizing National Public Works Week and all the hard-working employees of the Town's Public Works Department.

Recommendation: Approve the proclamation

Attachments: Ex.1 Proclamation for "National Public Works Week"

Proclamation

*Issued by the Governing Body of the
Town of Lauderdale-By-The-Sea,*

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Lauderdale-By-The-Sea; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, beaches, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Lauderdale-By-The-Sea to gain knowledge of and to maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

WHEREAS, the Town's Public Works Department – consisting of 20 employees who perform an incredible job of maintaining all of the Town's streets, plazas, medians, parks, grounds, beaches and buildings, and always keeps our Town looking clean and beautiful; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, I, Chris Vincent, Mayor, on behalf of the Town Commission and residents of Lauderdale-By-The-Sea, hereby designate **May 21-27, 2023** as

"National Public Works Week"

I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

*In witness whereof we have hereunto set our
hands and caused this seal to be affixed*



Chris Vincent, Mayor

Katrina Adler, Town Clerk



Town Commission Agenda Item Report

Meeting Date: May 9, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Reports

Agenda Section: Town Manager Report

Subject Title: Town Manager Report for May 9, 2023

Explanation: Following is the Town Manager's report for May 9, 2023.



1. USA Today – Reader's Choice Award – Best Beach in the South

We know that our beach is the best – now it is time for everyone else to know. We have been nominated as one of the best beaches in the south. Don't forget to vote so that it's official. And continue to vote – once per day until voting ends. <https://www.10best.com/awards/travel/best-beach-in-the-south-2023/lauderdale-by-the-sea-beach-lauderdale-by-the-sea-florida/> .

2. Planning and Zoning Board Looking for a New Member

The Planning and Zoning Board has a vacancy and we are looking for a new member that is willing to participate in recommendations for growth and development issues. The Board generally meets the first Wednesday of the month. If interested, please contact TownClerk@lbts-fl.gov.

3. Wellness Adjustment to our Insurance Costs

You may have recently seen them exercising during lunch breaks or after work. Town employees have been participating in Humana's wellness program not only to benefit their overall health, but to reduce insurance costs. Humana recognizes that healthy employees result in fewer doctor's visits. The first month of the program, our employees saved over \$400 in insurance costs to the Town! Way to go staff – thanks for doing your part in keeping our costs down.

4. New Code Officers

Please welcome the newest members to the LBTS Team:

Eric Villanueva - has previous building department experience and has been with the Town for the past 7 months

Sonya Lowe - served as a clerk for Deerfield Beach and has experience as a Landscape code inspector.



5. Circuit

Circuit has been up and running officially since May 1st and has been warmly received by both residents as well as visitors. As a reminder we are anticipating discontinuation of the Pelican Hopper in Mid-June pending action by Broward County.

6. Upcoming Meetings

May 23	Special Budget Meeting	Jarvis Hall	5:00 p.m.
May 23	Regular Commission Meeting	Jarvis Hall	6:30 p.m.
May 25	Special Magistrate Meeting	Jarvis Hall	5:00 p.m.
June 7	Planning and Zoning Board Meeting	Jarvis Hall	6:00 p.m.



Town Commission Agenda Item Report

Meeting Date: May 9, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Minutes

Agenda Section: Approval of Minutes

Subject Title: Approval of Minutes

Explanation: Approval of Town Commission Meeting Minutes for:

- April 25, 2023 Commission Ethics Training
- April 25, 2023 Regular Town Commission Meeting

Recommendation: Accept / Approve

Attachments: Ex.1 4-25-23 Commission Ethics Training Minutes
Ex. 2 4-25-23 Regular Town Commission Meeting



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION ETHICS TRAINING
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, April 25, 2023
4:00 PM**

1. Attendees

Mayor Chris Vincent, Vice Mayor Edmund Malkoon, Commissioner Randy Strauss, Commissioner Pouloupoulos.

2. Presenters

Town Attorney Robert Myers and Town Attorney Susan Trevarthen

3. Presentation

Ethics Training for Town Elected Officials

4. Duration: 2 hours

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, April 25, 2023
6:30 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 6:32 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Town Attorney Susan Trevarthen, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, and Town Clerk Katrina Adler.

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

a. U.S. Small Business Administration Presentation

Timothy Watson, Public Affairs Specialist for the U.S. Small Business Administration (SBA), provided information about the Economic Injury Disaster Loan for small businesses and nonprofit organizations. The deadline for application for this loan is June 29, 2023 for Hurricane Ian and September 23, 2023 for Hurricane Nicole. He will ensure that Town Staff has all relevant information and documentation related to these loans.

Mr. Watson explained that Economic Injury Disaster Loans (IEDLs) have an interest rate of approximately 3.04% for businesses and 1.875% for nonprofits. Qualifying entities may receive up to \$2 million in funding. He plans to work with local Chambers of Commerce and similar organizations to spread the word about these loans, which will have zero

interest for up to 12 months. No collateral will be requested of loan recipients receiving \$25,000 or less.

The SBA coordinates its efforts with the Federal Emergency Management Agency (FEMA) in some counties, helping to operate disaster recovery centers. While there are none of these centers in Broward County, SBA staff can process loans and provide updates.

The SBA also offers Physical Damage Loans, for which the January 12, 2023 deadline and its 30-day extension period have already passed. Individuals who are applying for this loan at present would need to provide an explanation of why they missed this deadline in order for their application to be processed.

Commissioner Oldaker asked if events such as the recent flooding in Fort Lauderdale provide opportunities for SBA loans. Mr. Watson replied that he would look into the possibility of loans addressing flooding, pointing out that different organizations, such as the SBA and FEMA, can provide different types of funding.

Commissioner Oldaker asked if residential businesses, including hospitality and rental properties as well as small “mom-and-pop” businesses, may qualify for these loans. Mr. Watson replied that all businesses and nonprofits can qualify if their paperwork is complete, their credit history is sound, and they can repay the loan.

Mayor Vincent recalled that the SBA also offered IEDL loans at an interest rate of 3.75% during the height of the COVID-19 pandemic, as well as a program that offered forgiveness of these loans. Mr. Watson confirmed that some of these loans were forgiven during the pandemic, although the forgiveness program came to an end. This is not yet an option for the two hurricanes, although he planned to raise the topic of possible forgiveness with SBA directors. He concluded that he would forward additional information to the Mayor and Commissioners.

6. PUBLIC COMMENT

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, expressed concern with the Town’s subsidy of Circuit service. She also addressed future discussions of the Town’s budget, recalling that some residents had not agreed with the items removed from the fiscal year (FY) 2022-2023 budget in order to lower the Town’s millage rate.

Paulie Mangiardi, resident, addressed the Town's payment structure for sidewalk cafés, recalling that there had been some miscommunication regarding the time frame for the 2023 payment. He had been informed that the account would have to go into collections and payments made through that entity before re-applying for the permit. He was concerned with this procedure, which would require the removal of his sidewalk café in the meantime.

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

7. PUBLIC SAFETY DISCUSSION

a. AMR March Report

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

b. BSO March Report

Broward Sheriff's Office (BSO) Captain Tom Palmer recognized Deputy of the Month Ben Koos for his investigation of thefts and arrest of suspects.

Captain Palmer also reminded all present that BSO will hold a Senior Seminar from 12 p.m. to 3 p.m. on April 26, 2023 in Jarvis Hall.

Commissioner Oldaker asked if the current trend toward theft of catalytic converters targeted specific vehicles. Captain Palmer replied that commonly targeted vehicles include Mitsubishis, particularly the Outlander. He added that these thefts are trending nationwide. Prevention measures are available, although they can be expensive. He also urged the public not to store key fobs in their vehicles.

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

c. VFD March Report

Volunteer Fire Department (VFD) Chief Judson Hopping advised that the Fort Lauderdale Air and Sea Show is scheduled for Saturday and Sunday, April 29-30, 2023.

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

8. TOWN MANAGER REPORT

a. Town Manager Report for April 25, 2023

Mayor Vincent requested that the cost of subsidizing Circuit service be addressed during the Town Manager Report. Town Manager Linda Connors explained that the total budgeted cost of Circuit is just over \$200,000, although the final cost may be less, as it has not operated for the entire fiscal year. Circuit is available seven days per week and offers more hours than the Broward County shuttle program.

Town Manager Connors continued that the former Pelican Hopper service was covered by a Broward County surtax grant. The Town hopes to identify grant funds in FY 2023-2024 which will cover Circuit service and has already submitted one grant application for this purpose. The Town will also reach out to Broward County and request that they provide the surtax money not used for the Pelican Hopper toward Circuit service. She noted that the County is considering a potential microtransit scenario that could begin at the end of the current calendar year.

Town Manager Connors stated that the company that provides drivers for the Pelican Hopper has informed the Town that they cannot provide drivers at the contracted rate. The Town had previously “piggybacked” on a contract which is coming to an end and will not be renewed. The Pelican Hopper is also limited in its hours and days of operation, and can take up to one hour to make its loop of the Town. These are all reasons why the Town has moved forward with Circuit.

Mayor Vincent observed that Circuit provides better service to Town residents and visitors, as it can pick up passengers at specific locations rather than at bus stops. Town Manager Connors also noted that Circuit offers vehicles that are compliant with the Americans with Disabilities Act (ADA) upon request in its mobile app. It also provides “wave-and-ride” service and is accessible by telephone for individuals who do not use smartphones.

Vice Mayor Malkoon recalled that prior to Broward County surtax funding, the Town had paid for the Pelican Hopper service. He hoped that the County would be responsive to microtransit options, which are also being considered by other Broward communities.

Town Manager Connors also addressed Mr. Mangiardi's concerns raised in public comment, recalling that during the COVID-19 pandemic, the Commission voted against collecting sidewalk café fees for just under two years. When these fees were renewed, she had informed businesses via mail that the Town would once more collect the fees. Letters were sent in January 2023, stating that the bill would be due by March 31. Another letter was sent in March as well, as there were several businesses whose sidewalk café fees were in arrears. Thus far, only four have not paid their fees and have been given until the end of the current week.

Town Manager Connors continued that if payment is not made, it is the Town's policy that they will remove sidewalk café furniture unless the business chooses to remove it themselves. If the Town removes the furniture, they will charge removal, delivery, and storage fees. She also recalled that the Commission recently increased the Town's ability to use collection services for garbage and sidewalk café accounts in addition to parking.

Mayor Vincent asked when Mr. Mangiardi had been notified of the amount he owed for his sidewalk café. Development Services Director Jhanelle Campbell replied that the restaurant in question was already one fiscal year behind on its payment. The Town received this payment for FY 2022 in March 2023. The invoices sent out in March 2023 were for FY 2023. Code offers the option of quarterly payment, and the bill Mr. Mangiardi had received was for three quarters of FY 2023.

Development Services Director Campbell further clarified that one other restaurant has reached out to Town Staff regarding their payment. The Town has not heard from the remaining two restaurants which have not paid.

Mayor Vincent asked if there are any options the Town can offer to afford the business more time. It was determined that payments may be made over the next two weeks prior to the May 9, 2023 Commission meeting by all of the restaurants which currently owe sidewalk café fees.

Town Manager Connors advised that Staff is working to transition the Town's communications from Granicus to Civic Plus, which should be ready for launch in June 2023. This is expected to be a more user-friendly format.

A water main break occurred on Tradewinds Avenue, resulting in impacts to the storm sewer in that area. Emergency repairs were made at a cost of \$48,250. Town Manager Connors recognized Man-Con, Inc. for their responsiveness to this emergency.

Town Manager Connors continued that a number of community events are coming to an end along with the tourist season. These include Yoga-By-The-Sea, which ends on April 27, 2023; Dancing-By-The-Sea, which ends on May 28; and the Farmers Market, which ends on May 7. The final Friday Night Music event will be held on May 19, 2023. She encouraged residents to take advantage of these seasonal events before they come to an end.

b. Q1 2023 Visitor Center Quarterly Report

Assistant to the Town Manager Courtney Easley stated that within the last quarter, an updated Town brochure has been produced. Businesses may pick up these brochures at the Visitor Center or they can be delivered to the businesses. They will also be available at Town Hall and at Town events such as the Farmers Market.

In January 2023, the Visitor Center began opening for Saturday hours from 9 a.m. to 12 p.m. Since that time, they have averaged approximately 13 visitors per Saturday. There has been a 16% increase in walk-in visitors from the previous quarter to the current quarter, as well as an increase in new international travelers.

Mayor Vincent asked if Staff has compared the Visitors Center numbers from the time before the Center was staffed by the Town. Assistant to the Town Manager Easley replied that this has not yet been done, but there are plans to compare current numbers with pre- and post-COVID-19 numbers. Data collection is underway.

c. February 2023 Finance Report

Director of Budget and Finance Lucila Lang recalled that in the past, she was asked to include the Fund Balance in the Finance Report. This will begin next month. She also noted that a report on American Rescue Plan Act (ARPA) funding has been completed. The two items for which the Town plans to use these funds are the Downtown refurbishment and Codrington Drive projects.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen advised that there are potentially problematic bills under discussion in the Florida Legislature, although she noted that it is typically unlikely for bills to move forward if they have not already done so by this point in the Legislative Session.

10. APPROVAL OF MINUTES

a. 4-11-23 Regular Town Commission Minutes

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

a. Marine Structures Discussion

Development Services Director Campbell recalled that the Commission had directed Staff to review Town Code in order to compare the Town's marine regulations with those of other jurisdictions. The result was Ordinance 2022-02, which clarifies definitions, removes duplicative terms, and distinguishes between waterways over and under 100 ft. in width.

While the Ordinance addresses docks, it did not address other marine structures in the waterway. Town Staff has determined that many of the Town's regulations for these structures are more restrictive than those of other communities. They also are not consistent with U.S. Army Corps of Engineers or Broward County Department of Environmental Protection (DEP) regulations. Staff noted that there are a number of existing waterway structures which do not conform to Town Code, and requests direction regarding whether or not to conduct additional research and bring back an Ordinance to address these structures.

Mayor Vincent asked if the structures in question are exempt from legal nonconforming status, as well as whether or not they constitute a danger. Development Services Director Campbell replied that they are not dangerous, referring the Commissioners to a channel survey, Exhibit 2, included in their backup materials. There are a number of boats and structures which currently extend into the navigable waterway. The Town has adopted a navigational channel of 40% of the waterway. Many other municipalities have a navigable area of 25% of the waterway.

Town Attorney Trevarthen pointed out that part of the Town's definition of the navigable channel is specific to Lauderdale-By-The-Sea, as it addressed partition of the marina.

The general measurements of the channel, however, may be revisited if it is the Commission's desire.

Commissioner Strauss commented that there are two issues related to this Item: the Town's interior canals as well as the Intracoastal Waterway itself. He noted that a percentage of the waterway as a navigable channel is the norm, measured from the property line rather than the wet face of the seawall.

Commissioner Strauss recommended that the Commission also consider the extension of boat lifts past the 15 ft. seawalls on the Intracoastal Waterway, noting that the width of this waterway makes it unlikely that structures 15 ft. into the waterway would have significant effect.

Mayor Vincent asked if there are times in which the property line runs at an angle to the seawall, which could affect the measurement. Commissioner Strauss agreed that the Commission will need to make a decision on whether to measure from the seawall or from the property line.

Tyler Chappell, consultant, recommended the use of the property line for measurement, as the seawall can encroach into the waterway. If a property line and seawall are not aligned, a dock can be placed at an angle to provide a straight-line effect.

Town Manager Connors stated that if the Commission directs Staff to proceed, these details will be fleshed out further as part of an Ordinance, which would go before the Planning and Zoning Board and then to the Commission.

Commissioner Oldaker asked if the proposed Ordinance would have any effect on the uses permitted behind residential properties, or if these would remain the same. Development Services Director Campbell replied that Staff's intent was to address only marine structures. Commissioner Oldaker advised that he would like Code to also address the types of commercial vessels that may be docked behind residential properties, as most of the Town's canals are residential. He noted that there are some visible commercial vessels already docked behind some residences, and pointed out that commercial vehicles are not permitted to be docked in front of homes.

Commissioner Strauss pointed out that there are commercial boats docked in the marina basin which do not operate their business at that location, and that storing a commercial boat behind a residence does not necessarily mean the business is being operated from that residence. He did not feel this should be prohibited. Commissioner Oldaker offered

the example of a vehicle advertising a business, which cannot be parked in front of that individual's residence.

Mayor Vincent recommended that this issue be separated from the discussion of marine structures and brought back separately if the Commission wishes to further address the docking of commercial vessels.

Vice Mayor Malkoon observed that Town Code states watercraft docked on any Town canal or waterway may be used as a place to conduct business or professional services. Development Services Director Campbell explained that doing business on a boat, such as a charter, is not the same: charter boats do not conduct their business from the marina, but park their boats there when business is done. This could also be said of commercial boats docked behind a residential property.

The Commissioners agreed by unanimous consensus to direct Staff to proceed with an Ordinance addressing marine structures.

13. NEW BUSINESS

None.

14. COMMISSIONER COMMENTS

None.

15. ORDINANCES 1ST READING

None.

16. ORDINANCES 2ND READING

None.

17. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2023-19 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT FOR A SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD

**COUNTY, FLORIDA; PROVIDING FOR EXECUTION,
IMPLEMENTATION, AND FOR AN EFFECTIVE DATE.**

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

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

- b. Resolution 2023-20 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AMENDMENT TO MEMORANDUM OF POST CLOSING PAYMENTS FOR THE REAL PROPERTY LOCATED AT 4312 N. OCEAN DRIVE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PURCHASE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

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

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

- c. Resolution 2023-21 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH STATE CONTRACTING & ENGINEERING CORPORATION FOR PRE-CONSTRUCTION SERVICES FOR THE DOWNTOWN ENHANCEMENT PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Vincent opened public comment.

Barbara Cole, resident, requested that the Commission discuss traffic in relation to this project, as well as signage informing the public that Downtown businesses and restaurants will remain open during construction. She also recommended regular updates on the progress of the Downtown project.

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

Town Manager Connors stated that Staff has already begun outreach via Conceptual Communications, which is preparing a campaign so the public will be aware of what is happening in the Downtown area. It is premature to begin this campaign, however, until State Contracting and Engineering has put together a plan, including a construction timeline. State Contracting will also provide a Maintenance of Transportation (MOT) plan. Once a plan is in place, Staff will meet with the businesses to let them know what is planned and to hear any feedback.

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

18. QUASI JUDICIAL PUBLIC HEARINGS

None.

19. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:52 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: May 9, 2023

Submitted By: Katie Anderson, Special Events + Marketing Coordinator

Submitting Department: Administration

Item Type: Consent

Agenda Section: New Business

Subject Title: “Dive into Summer” Special Event scheduled for Saturday, July 29, 2023

Explanation: For the past 10 years, the Town has held Bugfest in conjunction with lobster mini season, which takes place the last Wednesday and Thursday in July. This event was conceived to help establish Lauderdale-By-The-Sea as the shore diving capital of Florida, highlight the reef that is right off our shore and to boost hotel bookings during the off season for our hotels.

Lauderdale-By-The-Sea isn't the same community that we were ten years ago and we have found that while many divers in the tri-county area were participating in the event, we didn't reach a lot of our local residents. This year, Town staff are proposing a rebranding of Bugfest, to be known moving forward as Lauderdale-By-The-Sea's Dive into Summer, an ocean-centric event for the whole community to enjoy.

The intent of this event is to keep some of the more popular aspects of Bug Fest, like the partnerships with local dive shops, the Chiefy seminar at the Tuesday kickoff party (coordinated directly between Scuba4Good and the Plunge hotel) and the live concert supporting Scuba4Good, but we hope to also provide a family-friendly environment that entices our entire community to come together and enjoy a fun evening out. The emphasis will be on highlighting our proximity to the ocean and all the fun the ocean has to offer. Vendor participants would include local and neighboring dive shops, surf shops, and more. In planning the rebrand, we have talked with a number of our BugFest partners and all incredibly excited and supportive of the event's refresh.

Dive Into Summer will include several live music performances, food and beverage stations, a vendor village comprised of local artisans and ocean-centric businesses, yard games, an auction, and raffle drawings. We'd like to encourage our Town restaurants to promote lobster specials that would be advertised in conjunction with the event date, so as to draw guests into Town for meals and drinks before and after the event, and throughout the weekend.

In keeping with previous years, the Town will work closely with the Scuba4Good non-profit as the main beneficiary of the event. Scuba4Good is a 501(c) 3 charitable organization whose mission is to raise funds to make adaptive diving more accessible for any adult, child, or veteran with a disability. They provide training scholarships for adaptive divers, buddies, and instructors, subsidize the cost of dive trips, and also provide necessary equipment for adaptive divers. Scuba4Good has agreed to coordinate the raffle, secure the headlining band and obtain a temporary liquor license to run two beer and wine bar stations at the event, from which the non-profit will retain the profits.

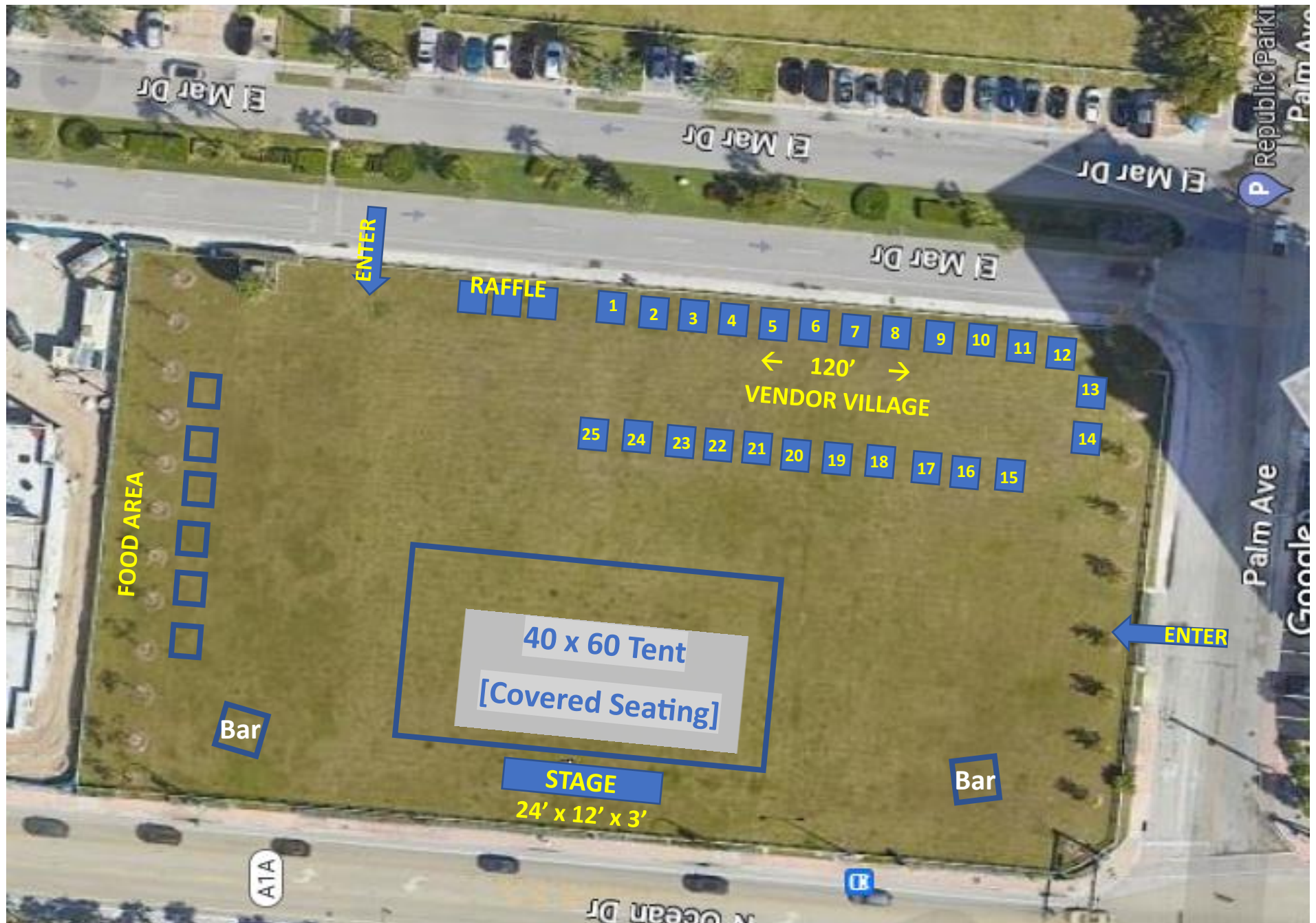
The Wednesday raffle portion of the evening has typically been held at the Pavilion in Anglin's Square, while the Scuba4Good concert has been hosted behind the Plunge. After speaking with Joe Grote, the founder of Scuba4Good, there is a consensus that a larger space is now needed to host the concert. Especially with the promotion to a larger audience this year, capacity is at the forefront of our consideration when selecting a location. While many events are executed successfully downtown, the construction that will be occurring downtown in July requires us to secure an alternative location. With these factors in mind, we are requesting permission to use the FDG lot located at either 4116 N Ocean Drive (Exhibit 1) or 4546 El Mar Drive for the event location. If permission is granted for neither, a Town park will be activated for the event.

Once the location is finalized, we will provide additional details regarding the specific flow and event inclusions. We will also work with the surrounding property owners to inform them of the event details and address any of the concerns they may have.

DIVE INTO SUMMER		
Date	Activity	Timeline
Friday, July 28	Town Set-up	12:00PM – 3:00PM
Saturday, July 29	Vendor set-up begins	11:00AM
	Gates Open	3:00PM
	Band #1	3:15PM – 3:45PM
	Band #2	4:00PM – 5:00PM
	Headliner Band: Weedline	5:30PM – 8:30PM
	Event Concludes	8:30PM

Recommendation: Staff is requesting Commission approval of the rebranding of BugFest to “Dive into Summer” and setting the date for July 29, 2023.

Exhibits: Ex. 1 Proposed Dive into Summer Site Plan (4116 Property)





Town Commission Agenda Item Report

Meeting Date: May 9, 2023

Submitted By: Katie Anderson, Special Events Coordinator

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: New Business

Subject Title: 2023 4th of July Celebration Event and RESOLUTION 2023-23: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A LICENSE AGREEMENT WITH FDG CENTRAL, LLC TO ACCESS AND USE CERTAIN REAL PROPERTY FOR THE TOWN'S FOURTH OF JULY EVENT; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

Explanation: The Town's annual 4th of July Celebration (the "Event") is approaching. This event is a collaborative effort between the Town staff, BSO, and Town's Fire Department. The Town has budgeted \$46,000 (the "Cost") for this Event, with the largest of the expenses being allocated towards fireworks.

This year, as in years past, the 4th of July celebration can be divided into three distinct parts:

- Parade;
- Family Fun Day; and
- Fireworks Display.

If the Commission agrees to move forward with the day's events, the schedule will be as follows:

2023 4th of July Celebration

Thursday, June 29	Set up of emergency lane on beach	9:00AM
Monday, July 1	Restrooms Dropped off	9:00AM
Tuesday, July 4	Parade staging begins	8:30AM
	Parade Begins	10:0AM
	Family Fun Day	11:00AM – 2:00PM
	Fireworks Display	9:00PM
Wednesday, July 5	Fireworks area cleanup	5:00AM

DURING THE DAY AND EVENING

1. Parking Department will erect and remove “No Parking” signs along the Southbound side of El Mar Drive. If necessary, Parking Department will place cones along El Mar Drive to prevent drivers from parking on the street. After the parade cleanup is complete, staff will replace the “No Parking” signs along the median with “Event Parking” signage. As approved at the January 24, 2023 Commission meeting, the event rate of \$21.00 per car will be charged.
2. Community Church may park vehicles on their property and on the adjoining right of way.
3. Hamilton’s Valet Services (“Valet”) may post signs and establish a valet station from the public right-of way on El Mar at the north alley and block four spaces immediately in front of the valet station for vehicles to U-turn (former spaces 114, 115, 128, 129). Spaces may be blocked by valet all day to ensure they are available for valet service. Hamilton’s Valet Service will be permitted to temporarily park vehicles on the northbound, inside lane of El Mar Drive from the median break to the Driftwood crosswalk.
4. The Public Works Department will place additional waste receptacles and recycle bins throughout the Town and will empty receptacles during the day as needed.
5. Public Works will coordinate the delivery of nineteen (19) portable bathroom facilities that will be placed at the following locations: three (3) regular and (1) ADA at El Mar Plaza, four (4) regular and two (2) ADA in El Prado Park, one (1) regular at 4546 El Mar Drive (Firewatch for Fireworks), and two (2) each (1 ADA, 1 regular) at Washingtonia, Pine, Datura, and Palm beach portals.
6. A minimum of five detail BSO deputies and a Town event supervisor will be staggered at the beginning and end of shifts to address traffic and crowd control. BSO shall coordinate the police detail to ensure that crowd control and event security is provided throughout the Anglin's Square area and the fireworks launch area. Scheduled hours for these deputies will be coordinated with the BSO District Chief. Town staff will supplement personnel for any timeframe BSO cannot cover.

PARADE – El Mar Drive

7. Parking staff shall ensure that all parking in the southbound lanes of El Mar are secured no later than 7a.m. for the parade.
8. The 4400-4600 blocks of Bougainvillea Drive will be closed on the morning of the 4th of July from 8:30a.m. to 11:30a.m. for set-up and staging.

9. El Mar Drive southbound lanes will be closed on July 4th from 9:45a.m. until approximately 11:30a.m. for the parade.
10. Parade participants may not hand out promotional materials unless approved four business days in advance of the event.

FAMILY FUN DAY – El Prado Park

11. Town's Fire Department will assist in the execution of this portion of the day. If the Town contracts with the City of Pompano Beach, the Town will assist them in coordinating the event.

FIREWORKS DISPLAY – 4560 El Mar Drive

12. Town staff has coordinated with FDG Central LLC ("FDG") again to use its site for the fireworks display. For several years, the Town and FDG have executed a standard contract for the Town's annual 4th of July event, which is attached as **Exhibit 1** for your approval for the 2023 Event.
13. Town staff will set up a 10' x 10' canopy at the fireworks display site for the fire watch crew for fireworks. Emergency vehicles may block certain sections of the northbound median lane for staging of vehicles.
14. El Mar Drive will be blocked in both directions in front of the fireworks firing zone. Northbound lanes will be blocked at the turn around near Blue Seas Courtyard and southbound lanes will be closed at Washingtonia from 8:30 a.m. until after fireworks display has ended.
15. Fireworks provided by Zambelli Fireworks are specifically approved subject to all the conditions of their contract, which includes Fire Department approval, and Town receiving the required insurance naming the Town, Town's Fire Department, and FDG as additional insured.

In preparation of the Event, staff has or will complete the following:

1. Prepare the FDEP Field Permit for the Fireworks Display on the beach.
2. Submit the FDOT Permit Application requesting the Commercial Bridge be in the down position prior to and during the Fireworks Display.
3. Require, at the recommendation of the Fire Department, that El Mar Lane in both directions will be closed to traffic 30 minutes prior to the start of the fireworks area.

4. Limit persons within the fenced area at the fireworks display site to the Fire Department's personnel and Contractors' personnel who are assigned to work at the Event.

Recommendation:

Staff recommends that the Commission:

1. Approve the 4th of July Celebration.
2. Approve Resolution 2023-23 (**Exhibit 2**) authorizing the use of 4560 El Mar Drive for the fireworks display site.
3. Authorize Town Staff to block four (4) parking spaces to allow for turnaround traffic on El Mar Drive at Datura in the likely event that BSO has to close Anglin's Square to vehicular traffic in the evening. This anticipated closure allows BSO to manage the large egress of pedestrian traffic that it has experienced in the past following the fireworks display.
4. Create a turnaround at the north alleyway by blocking (4) parking spaces to be used as a relocation point for Hamilton's Valet due to the likely Anglin's Square closure.
5. Approve El Mar median lane for public parking after the parade. As a reminder, the Commission authorized at their January 24, 2023 meeting to charge a daily rate of \$21 for this special event parking.

Exhibits: Ex. 1 2023 4th of July Agreement - FDG
Ex. 2 Resolution 2023-23

**LICENSE AGREEMENT RELATED TO
JULY 4, 2023 TOWN FIREWORKS DISPLAY**

THIS LICENSE AGREEMENT (the “Agreement”) is made and entered into as of the 9th day of May, 2023 (the “Effective Date”), by and between the TOWN OF LAUDERDALE-BY-THE-SEA, a Florida municipal corporation (the “**Town**”) and FDG CENTRAL, LLC (“**FDG Central**”), a Florida limited liability company (the “**Licensor**”).

RECITALS

1. The Licensor is the owner of certain real property located at 4560 El Mar Drive, Lauderdale-by-the-Sea, Broward County, Florida, as further described on Exhibit “A” attached hereto and made a part hereof (the “Property”).

2. The Town has engaged the Zambelli Fireworks Company (the “Contractor”) to manage and provide a fireworks event on July 4, 2023, (“July 4th Fireworks” or “Event”) using the beach directly east and adjacent to the Property.

3. The Town and Licensor desire to enter into this Agreement to set forth their respective rights and obligations regarding the use of the Property in connection with the Event.

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by the parties, it is hereby agreed by and between the parties hereto as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Grant of License and Use.** Licensor grants to the Town and Contractor and its subcontractor(s), a temporary license (the “License”) for use of the Property, on the terms set forth herein, for production and presentation of the annual Town July 4th Fireworks Event. The Town shall be entitled to exclusive use of the Property on the dates and times specified herein. In furtherance thereof, the parties acknowledge and agree to the following schedule and details:

Town’s “**Right of Access**” is set forth below:

Access. The Property will be accessed from El Mar Drive or from the beach directly east and adjacent to the Property.

Fireworks Show. Town shall have exclusive possession of the Property as shown on Exhibit “A” to conduct the Event starting on July 3, 2023, and continuing until the Contractor certifies that all fireworks have been removed from the Property, after which time Town shall have non-exclusive access to the Property for the purpose of clean-up, which shall be completed by approximately noon on July 5, 2023.

Use of the Property. The Property will primarily be used as the clear zone for the fireworks show. In addition, the Town and the Town's Fire Department may use the Property to stage equipment.

Postponement of Event. The Event is planned to occur during the evening of July 4, 2023. In the event of notice to Licensor by Town of postponement of the Event by Town until the following evening (July 5, 2023), Licensor and Town agree, at no additional cost to Town, that the rights and obligations of both Licensor and Town under this Agreement, including the Town's Right of Access provided herein, shall automatically be extended for an additional 24 hour period (the "Extended Period"), thereby extending the terms, provisions and time frames of this Agreement for the Extended Period.

Any further postponement beyond the Extended Period shall be subject to a written agreement of the parties.

3. Compliance with Laws. Licensor and Town agree to comply with all applicable Federal, State and local laws and with the conditions herein when exercising any of the privileges granted herein.

4. Term. The term (the "Term") of this Agreement shall commence upon execution hereof and remain effective through the period provided for by the Town's Right of Access as described above, subject to extensions as provided herein or by additional agreement between Licensor and Town. During the Term of this Agreement, the Town shall have the right to reasonably use the Property for the uses set forth herein or as the parties may further agree.

5. Access. The Town, its contractors, subcontractors, its agents, employees, and invitees, including but not limited to the Contractor, shall have the exclusive right of access to the Property and other areas as provided herein.

6. Condition of Premises. Town agrees to accept the Property in "as is" condition and return the Property to Licensor at the end of the Term in the same condition as provided to Town, subject to the provisions contained herein. The Town shall repair/restore any damage to the Property, fence, landscaping, and irrigation ("Restoration") within thirty (30) days of the Event. Upon completion of the Restoration, Licensor shall have five (5) days to inspect the Property, after such time Licensor shall hold the Town harmless for any damage to the Property, fence, landscaping, and irrigation.

Licensor agrees to remove all personal property and movable fixtures from any areas that could be affected by the uses allowed under this Agreement. Licensor further agrees that Town will not be responsible for any loss or damage to movable or personal property left on the Property or in the area during Town's use hereunder.

7. **Fee for License.** Town agrees to pay Licensor a fee of Ten Dollars and no/cents (\$10.00), which Licensor accepts as full and final compensation for the License granted hereunder.

8. **Insurance.** Licensor acknowledges that the Town has executed or will execute a Fireworks Agreement with Contractor to produce the Event. Insurance requirements for Contractor are set forth in the Fireworks Agreement at \$10,000,000 for general liability minimum limits and the Licensor will be added as an additional insured to such policy. Town shall provide Licensor evidence of compliance with this provision prior to using the Property.

Nothing in this Agreement shall be construed to affect in any way the Town's rights, privileges, and immunities, including the provisions and monetary limitations of Section 768.28, Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply.

9. **Security.** Town shall provide police and fire security forces in the Event area during the fireworks firing portion of the Event.

10. **Miscellaneous.**

- A. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of Licensor and Town and their respective legal representatives, successors, and assigns.
- B. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law, unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the Agreement between the parties.
- C. This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original. The parties to this Agreement, and all persons signing on behalf of the parties, have the legal authority to bind their respective parties to the terms and conditions of this Agreement.
- D. This Agreement sets forth the entire agreement between Licensor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

E. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. The parties agree that venue for any legal action instituted in connection with this Agreement shall be proper exclusively in Broward County, Florida. The parties hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors, Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Susan L. Trevarthen, Town Attorney

LICENSOR:

FDG CENTRAL, LLC

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____, 2023

Exhibit “A”

The Property



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WHEREAS, FDG Central, LLC (“Licensor”) is the owner of certain real property located at 4560 El Mar Drive, Lauderdale-By-The-Sea, Broward County, Florida (“Property”); and

WHEREAS, the Town and Licensor have previously entered into an agreement to permit the Town and Contractor access to and use of the Property in connection with the Town’s annual Fourth of July event; and

WHEREAS, the Town Commission deems it to be in the best interest of the Town and its residents to approve the Agreement with Licensor to access and use the Property for the Event.

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

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

Section 2. Agreement Approval. The Agreement, attached as Exhibit “A,” is hereby approved.

Section 3. Authorization to Execute and Make All Non-substantial Changes. The Town Manager is authorized to execute the attached Agreement together with all non-substantial changes that are acceptable to the Town Manager and Town Attorney.

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

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

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

PASSED AND ADOPTED this 9th day of May, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**LICENSE AGREEMENT RELATED TO
JULY 4, 2023 TOWN FIREWORKS DISPLAY**

THIS LICENSE AGREEMENT (the “Agreement”) is made and entered into as of the 9th day of May, 2023 (the “Effective Date”), by and between the TOWN OF LAUDERDALE-BY-THE-SEA, a Florida municipal corporation (the “**Town**”) and FDG CENTRAL, LLC (“**FDG Central**”), a Florida limited liability company (the “**Licensor**”).

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2. The Town has engaged the Zambelli Fireworks Company (the “Contractor”) to manage and provide a fireworks event on July 4, 2023, (“July 4th Fireworks” or “Event”) using the beach directly east and adjacent to the Property.

3. The Town and Licensor desire to enter into this Agreement to set forth their respective rights and obligations regarding the use of the Property in connection with the Event.

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by the parties, it is hereby agreed by and between the parties hereto as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Grant of License and Use.** Licensor grants to the Town and Contractor and its subcontractor(s), a temporary license (the “License”) for use of the Property, on the terms set forth herein, for production and presentation of the annual Town July 4th Fireworks Event. The Town shall be entitled to exclusive use of the Property on the dates and times specified herein. In furtherance thereof, the parties acknowledge and agree to the following schedule and details:

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Access. The Property will be accessed from El Mar Drive or from the beach directly east and adjacent to the Property.

Fireworks Show. Town shall have exclusive possession of the Property as shown on Exhibit “A” to conduct the Event starting on July 3, 2023, and continuing until the Contractor certifies that all fireworks have been removed from the Property, after which time Town shall have non-exclusive access to the Property for the purpose of clean-up, which shall be completed by approximately noon on July 5, 2023.

Use of the Property. The Property will primarily be used as the clear zone for the fireworks show. In addition, the Town and the Town's Fire Department may use the Property to stage equipment.

Postponement of Event. The Event is planned to occur during the evening of July 4, 2023. In the event of notice to Licensor by Town of postponement of the Event by Town until the following evening (July 5, 2023), Licensor and Town agree, at no additional cost to Town, that the rights and obligations of both Licensor and Town under this Agreement, including the Town's Right of Access provided herein, shall automatically be extended for an additional 24 hour period (the "Extended Period"), thereby extending the terms, provisions and time frames of this Agreement for the Extended Period.

Any further postponement beyond the Extended Period shall be subject to a written agreement of the parties.

3. Compliance with Laws. Licensor and Town agree to comply with all applicable Federal, State and local laws and with the conditions herein when exercising any of the privileges granted herein.

4. Term. The term (the "Term") of this Agreement shall commence upon execution hereof and remain effective through the period provided for by the Town's Right of Access as described above, subject to extensions as provided herein or by additional agreement between Licensor and Town. During the Term of this Agreement, the Town shall have the right to reasonably use the Property for the uses set forth herein or as the parties may further agree.

5. Access. The Town, its contractors, subcontractors, its agents, employees, and invitees, including but not limited to the Contractor, shall have the exclusive right of access to the Property and other areas as provided herein.

6. Condition of Premises. Town agrees to accept the Property in "as is" condition and return the Property to Licensor at the end of the Term in the same condition as provided to Town, subject to the provisions contained herein. The Town shall repair/restore any damage to the Property, fence, landscaping, and irrigation ("Restoration") within thirty (30) days of the Event. Upon completion of the Restoration, Licensor shall have five (5) days to inspect the Property, after such time Licensor shall hold the Town harmless for any damage to the Property, fence, landscaping, and irrigation.

Licensor agrees to remove all personal property and movable fixtures from any areas that could be affected by the uses allowed under this Agreement. Licensor further agrees that Town will not be responsible for any loss or damage to movable or personal property left on the Property or in the area during Town's use hereunder.

7. **Fee for License.** Town agrees to pay Licensors a fee of Ten Dollars and no/cents (\$10.00), which Licensors accept as full and final compensation for the License granted hereunder.

8. **Insurance.** Licensors acknowledge that the Town has executed or will execute a Fireworks Agreement with Contractor to produce the Event. Insurance requirements for Contractor are set forth in the Fireworks Agreement at \$10,000,000 for general liability minimum limits and the Licensors will be added as an additional insured to such policy. Town shall provide Licensors evidence of compliance with this provision prior to using the Property.

Nothing in this Agreement shall be construed to affect in any way the Town's rights, privileges, and immunities, including the provisions and monetary limitations of Section 768.28, Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply.

9. **Security.** Town shall provide police and fire security forces in the Event area during the fireworks firing portion of the Event.

10. **Miscellaneous.**

- A. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of Licensors and Town and their respective legal representatives, successors, and assigns.
- B. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law, unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the Agreement between the parties.
- C. This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original. The parties to this Agreement, and all persons signing on behalf of the parties, have the legal authority to bind their respective parties to the terms and conditions of this Agreement.
- D. This Agreement sets forth the entire agreement between Licensors and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

E. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. The parties agree that venue for any legal action instituted in connection with this Agreement shall be proper exclusively in Broward County, Florida. The parties hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

TOWN:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Linda Connors, Town Manager

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Susan L. Trevarthen, Town Attorney

LICENSOR:

FDG CENTRAL, LLC

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____, 2023

Exhibit “A”

The Property





Town Commission Agenda Item Report

Meeting Date: May 9, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Resolutions

Agenda Section: Resolutions

Subject Title: Resolution 2023-22 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, CODIFYING THE PRACTICE OF PROVIDING CONTINUATION HEALTH INSURANCE BENEFITS FOR TOWN COMMISSIONERS AND THEIR ELIGIBLE DEPENDENTS UNDER THE TOWN'S PLAN; CLARIFYING ELIGIBILITY CRITERIA FOR CONTINUATION HEALTH INSURANCE BENEFITS FOR TOWN COMMISSIONERS UNDER THE TOWN'S GROUP HEALTH INSURANCE PLAN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO MAINTAIN CONTINUATION HEALTH COVERAGE UNDER THE GROUP HEALTH INSURANCE PLAN; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation: The Town is authorized under state law to offer health insurance to its active employees and officers, and has historically provided subsidized health coverage to active employees and incumbent elected officials. The Town also offers continuation coverage to retired employees in accordance with the terms of adopted personnel policies and procedures, but does so on an unsubsidized basis. The Town's long-standing practice has been to similarly offer continuation coverage to elected officials who have left office. However, it does not appear that this practice has been formalized.

In order to effectively administer the provision of continuation health coverage, staff is recommending the adoption of a policy to codify the practice of providing continuation coverage to retired elected officials. Elected officials who were participants in the Town's group health plan as incumbents and served at least (1) term in office will be offered retiree continuation coverage for themselves and eligible dependents. Retiree continuation coverage will be provided on an unsubsidized basis, which means that the retired elected official will pay 100% of the monthly premium. As such, there is no immediate impact to the budget though continued participation in the group plan may have a latent impact on the overall cost when purchasing coverage.

Recommendation: Commission approve resolution 2023-22 formalizing the Town's practice of providing continuation coverage to retired elected officials.

Exhibits: Ex. 1 Resolution 2023-22

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WHEREAS, Section 112.08, Florida Statutes, authorizes municipalities in Florida

WHEREAS, Section 112.0801, Florida Statutes, authorizes municipalities that provide health insurance for its officers and employees and their dependents to offer former officers and employees and their eligible dependents the option of continuing to participate in the municipality's group health insurance plan; and

WHEREAS, the Town's group health plan also provides continuation health coverage for retired employees and elected officials, though said costs are not subsidized;

WHEREAS, retired Town employees will continue to have access to continuation health care coverage pursuant to the Town's Personnel Manual; and

36 **WHEREAS**, the Town desires to codify both its practice and eligibility criteria
37 regarding its provision of continuation health care coverage to former Town commissioners
38 following retirement; and

39 **WHEREAS**, the Town has determined that it is in its best interests to continue to
40 provide Town commissioners who serve at least one (1) full term in office (a four-year
41 term if a Commissioner, and a two-year term if a Mayor-Commissioner), after the cessation
42 of the service with the Town, unsubsidized continuation health coverage.

43 **NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION**
44 **OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA:**
45

46 **SECTION 1. Recitals.** The foregoing “**Whereas**” clauses are hereby ratified and
47 confirmed by the Town Commission, and incorporated herein.

48 **SECTION 2. Authorization to Maintain Continuation Health Insurance for**
49 **Town Commissioners.** The Town shall continue to offer unsubsidized continuation
50 health insurance benefits for retired Town commissioners and their eligible dependents
51 upon leaving office. Each eligible member of the Town Commission, in his/her sole
52 discretion, will determine whether to continue to participate in the Town’s group health
53 insurance plan upon leaving office. The Town will offer retiree coverage to the eligible
54 member no later than the last day of month in which eligibility for active coverage is lost.

55 **SECTION 3. Eligibility Criteria.** To the extent coverage is available, Town
56 commissioners who have served at least one (1) term in elected office with the Town (a
57 four-year term if a Commissioner, and a two-year term if a Mayor-Commissioner) shall, after
58 completing their service to the Town, be offered continuation health coverage, including
59 eligible dependents. Town commissioners will be required to accept or decline
60 continuation coverage within 30 days of receiving the offer. This criteria shall apply to all

members of the Town Commission in office at the time of the passage of this Resolution and thereafter.

SECTION 4. Implementation. The Town Manager is hereby authorized to take all action necessary to implement this Resolution and provide continuation health insurance coverage to former Town commissioners under these terms and conditions, and to forward all necessary documents as may be required to implement continuation coverage and execute any required agreements or documents.

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

PASSED AND ADOPTED on this 9th day of May 2023.

Attest:

MAYOR CHRIS VINCENT

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney