

**Town of Lauderdale-By-The-Sea**  
**Regular Town Commission**

**Agenda**

Tuesday, January 13, 2026

6:30 PM



Jarvis Hall 4505 N. Ocean Drive  
[www.Lauderdalebythesea-fl.gov](http://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, Town Manager**  
**Susan Trevarthen, Town Attorney**  
**Courtney Easley, Acting Town Clerk**

# Regular Town Commission

Tuesday, January 13, 2026, 6:30 PM  
Jarvis Hall 4505 N. Ocean Drive

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1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
  - 7.a. BSO December 2025 Public Safety Report
8. **TOWN MANAGER REPORT**
  - 8.a. Town Manager Report
  - 8.b. Visitor Center Quarterly Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
13. **NEW BUSINESS**
  - 13.a. Uniform Collection Agreement for Non-Ad Valorem Special Assessments – Fiscal Impact and New Expense
14. **COMMISSIONER PRESENTATIONS**
15. **COMMISSIONER COMMENTS**
16. **ORDINANCES 1st Reading**
  - 16.a. ORDINANCE 2026-01: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS, TO MODIFY REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.
  - 16.b. Ordinance 2026-02: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 “UNIFIED LAND DEVELOPMENT REGULATIONS,” ARTICLE V, “ZONING,” DIVISION 2 “DISTRICTS,” “SUBDIVISION I. – RM-25 DISTRICT REGULATIONS,” “SUBDIVISION M.- B-1 DISTRICT REGULATIONS,” AND “SUBDIVISION Q.- SUPPLEMENTAL

REGULATIONS” OF THE TOWN’S CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

**17. ORDINANCES 2nd Reading**

**18. RESOLUTIONS – PUBLIC COMMENTS**

**18.a.** RESOLUTION 2026-01: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERIM AGREEMENT PURSUANT TO SECTION 255.065, FLORIDA STATUTES, WITH CORE CONSTRUCTION SERVICES OF FLORIDA, LLC RELATING TO AN UNSOLICITED PROPOSAL FOR THE DESIGN, CONSTRUCTION, FINANCING, AND ONGOING MAINTENANCE OF A COMBINED GOVERNMENT CENTER; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

**19. QUASI JUDICIAL PUBLIC HEARINGS**

**20. ADJOURNMENT**

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

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

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

**PROCEDURES FOR PUBLIC COMMENTS:**

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

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

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

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

**INVOCATION:**

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



**Agenda Item No: 7.a.**

## **Town Commission Agenda Item Report**

**Meeting Date:** January 13, 2026

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

**Submitting Department:** Administration

**Item Type:** Town Manager Report

**Agenda Section:** PUBLIC SAFETY DISCUSSION

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**Subject Title:** BSO December 2025 Public Safety Report

**Explanation:** BSO December 2025 Public Safety Report prepared by Captain Chris Sutter

**Recommendation:** Accept/Approve

### **Exhibits:**

1. TM Report-December 2025



**Sheriff Gregory Tony, Ph.D.**

Date: January 8, 2026  
To: Ken Rubach, Town Manager  
From: Captain Christopher Sutter  
Commander, Lauderdale by the Sea District  
Subject: BSO Public Safety Report- December 2025

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**PERSONNEL CHANGES:**

None

**EMPLOYEE OF THE MONTH:** Deputies Scott Klier, Brian Swadkins, Jeffrey Bickel, Kyran Ramcharan and Claudio Reis.

On December 19, 2025, at 12:44 PM, BSO Case 13-2512-000998 was dispatched as an endangered missing person incident involving a male who walked away from the Ocean Rehabilitation Center in Lauderdale-by-the-Sea. The male was known to have significant mental health conditions and was under a court-ordered Marchman Act with no phone, tracking device, or means of communication. The incident required immediate action due to the elevated risk to his safety.

Bravo Gold Shift deputies responded with urgency and initiative, arriving on scene within minutes of dispatch without direction from the on-duty supervisor. Deputies Swadkins, Klier, Bickel, Ramcharan, and Reis quickly coordinated their efforts by gathering critical information, distributing a photograph of the missing individual, issuing a BOLO, and initiating multiple search strategies. These included street-by-street patrols, a beach search using a BSO ATV, and a review of district CCTV footage, demonstrating effective teamwork and use of available resources.

Through these coordinated efforts, Deputy Ramcharan located the subject at approximately 1:11 PM in the City of Fort Lauderdale, about one-third of a mile from the rehabilitation center. The subject was found calm and in good health and was positively identified from the circulated photograph. Deputies immediately notified all involved units, ceased additional search efforts, and ensured the subject was safely transported back to the Ocean Rehabilitation Center, where staff took custody and reintegrated him into care.

From dispatch to location, the subject was found in approximately 27 minutes, despite being in a

different jurisdiction. The Bravo Gold Shift's professionalism, initiative, and sense of urgency directly contributed to the successful and safe resolution of this high-risk incident. Their actions prevented a potentially dangerous outcome and exemplified exceptional teamwork and dedication to public safety, warranting strong commendation and recommendation for Deputy of the Month recognition.

**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 about the importance of shredding documents, being aware of suspicious individuals, protecting passwords, and using 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 enables additional maritime patrols throughout the Town's waterways and adjacent ocean areas.
- **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 between assisting with administrative duties and 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 the 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 2 hours of bike patrol in December.
- **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 plays a crucial role in marine fisheries regulation, enforcement, and protection. Deputies used the ATV / Polaris for 100 miles and 15.25 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 who are otherwise experiencing mental health crises or are homeless and in need of services. Three (3) individuals were experiencing a mental health crisis. They were transported to Imperial Point Hospital or Fort Lauderdale Behavioral Health. Two (2) individuals experiencing homelessness were contacted during this period. Two (2) 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](http://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 enables the district to notify residents about any traffic issues and other significant public safety concerns affecting 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 Wednesday, December 3<sup>rd</sup>, 2025, the Town of Lauderdale by the Sea hosted the annual **Christmas by the Sea** event in Anglin's Square. The Broward Sheriff's Office, Lauderdale by the Sea District, assisted with road closures and crowd control for the event. The district tent and prize wheel were set up, and district giveaways were provided to attendees by district personnel and COPs. Bomb Squad K-9's conducted a sweep of the event space before the event, and the Sheriff's display jeep was utilized as a static display. The BSO Drone Unit provided aerial surveillance during the event. Major David Ellwood, Major Tom Palmer, Captain Christopher Sutter, and Lt. Christopher Palamara attended. An additional 41 deputies and COPs assisted with the event at no cost to the town.

On Saturday, December 13<sup>th</sup>, 2025, the annual **Winterfest Boat Parade** was held along the Intracoastal Waterway. The Commercial Boulevard bridge was locked in the upright position from approximately 8:30 PM to 11:00 PM, necessitating a mandatory U-Turn for westbound Commercial Boulevard vehicular traffic. An Operational Plan was formulated and supervised by Sergeant G. Murphy. Two LBTS District COPs assisted with redirecting traffic at the U-Turn—no reported issues.

On Sunday, December 16<sup>th</sup>, 2025, the Chabad by the Sea held its annual **Chanukah Festival** at the LBTS Downtown Pavilion. Due to recent terrorist attacks against the Jewish community, additional security measures were enacted. BSO Bomb Squad K-9's conducted a sweep of the event space before the event. The BSO Drone Unit was utilized to provide aerial surveillance during the event. Twelve (12) BSO deputies and two (2) COPs assisted with security for the event. Captain Sutter and Lieutenant Palamara were in attendance.

**NOTABLE INCIDENTS / ARRESTS:**

**CASE:** 13-2512-000031 (Deputy Suarez)

**DATE/TIME:** 12/01/2025 @ 1532 hours

**LOCATION:** 4245 N Ocean Dr. (Sea Glass Beach Place)

**SUSPECT:** Sean M McEvoy B/M (12/27/91)

**VICTIM:** Sea Glass Beach Place

**INCIDENT:** **Fraud**

**SUMMARY:** On 12/01/25, at approximately 1532 Hrs. Deputies responded to 4245 N Ocean Drive (Sea Glass Beach Place) in reference to a fraud call. Upon arrival, Deputies made contact with the on-duty manager, who advised that she wanted to report a fraud/theft. The manager advised that a subject named Sean M McEvoy made an online reservation through a third-party booking service. The subject stayed for several nights and, on today's date, attempted to extend his stay but was told that the credit card on file had been declined. Mr. McEvoy told hotel staff he was having issues with his banking institution, and later returned with a different reservation using a different credit card. The owner of the second credit card contacted the hotel and reported the transaction as fraudulent. The subject was GOA upon the Deputies' arrival, and the total fraud amount is \$357.04.

**CASE:** 13-2512-000079 (Deputy Suarez)

**DATE/TIME:** 12/02/2025 @ 1605 hrs.

**LOCATION:** 229 Commercial Blvd  
**ARRESTEE:** Jakari Latrell Glass, B/M (12/22/1990)  
**VICTIM:** SOF  
**INCIDENT:** **Warrant / Writ of Bodily Attachment (Arrest)**  
**SUMMARY:** Dep. Suarez contacted the subject, who was loitering in the area, and a records check revealed an active arrest warrant issued by the Polk County Sheriff's Office for failure to pay his child support. Subject TOT to the Main Jail.

**CASE:** 13-2512-000085 (Deputy Pitulan)  
**DATE/TIME:** 12/02/2025 @ 1934 hours  
**LOCATION:** 1800 S Ocean Blvd (Hampton Beach Club)  
**ARRESTEE:** Howard Walvick, W/M (09/25/1957)  
**VICTIM:** W/M (4/4/1944)  
**INCIDENT:** **Felony Battery/Victim over 65 (Arrest)**  
**SUMMARY:** DLE responded to the listed location reference a disturbance. Investigation revealed the defendant was intoxicated and initiated an argument with the victim. When the victim approached, the defendant threw the victim to the ground and punched the victim on the face with a closed fist. The victim had a minor injury, the defendant was arrested, and the defendant was transferred to the TOT Main Jail.

**CASE:** 13-2512-000192 (Deputy Swadkins)  
**DATE/TIME:** 12/04/2025 @ 1536 hours  
**LOCATION:** 4319 N Ocean Drive (Walgreens)  
**VICTIM:** Walgreens  
**INCIDENT:** **Theft - Retail**  
**SUMMARY:** Deputy Swadkins responded to a delayed theft at the Walgreens. An unknown black male stole t-shirts, towels, and a hat (reported value of \$331.84). He left on a bicycle and rode south on N Ocean Drive into the City of Fort Lauderdale. Deputies responded and canvassed the area. The offender was not located. The Walgreens Management team signed a BSO Theft Affidavit to initiate prosecution in this incident. Deputy Swadkins obtained Walgreens' CCTV footage, which was uploaded to Evidence.com. It should be noted that the offender left his backpack at the scene. The backpack was collected as evidence and submitted to the BSO Evidence Unit.

**CASE:** 13-2512-000304 (Deputy Ramcharan)  
**DATE/TIME:** 12/06/2025 @ 1110 hours  
**LOCATION:** 4645 Bougainvillea Dr  
**Vehicle:** Blue Buick Encore  
**Victim:** W/M (07/18/1949)  
**INCIDENT:** **Burglary Conveyance**  
**SUMMARY:** The victim advised he parked his vehicle in the driveway of the above-listed location after returning from golfing on 12-05-25 at 1030 hours. On 12-06-25 at 0730 hours, he drove his vehicle back to the golf course in Pompano. Upon arriving and opening his vehicle, he noticed his golf clubs were missing. It appeared that unknown suspect(s) stole the golf clubs [black golf bag containing 14 golf clubs valued at approximately \$1,959] from the victim's blue Buick Encore, while it was parked at the above-listed address. There were no signs of forced entry into the vehicle. The vehicle was processed for latent fingerprints and submitted for processing.

**CASE:** 13-2512-000465 (Deputy Pitulan)  
**DATE/TIME:** 12/09/2025 @ 2243 hours (Delayed from 2107 hours)

**LOCATION:** 4208 N Ocean Drive, Unit 209, (Blue Strawberry Apartments)  
**VEHICLE:** N/A  
**OFFENDER:** White female, wearing a black sports bra or bikini top and black mini-skirt  
**VICTIM:** W/M (01/08/1968)  
**INCIDENT:** **Burglary Residence, Unoccupied – AirBNB**  
**SUMMARY:** Deputy Pitulan responded to a report of a delayed burglary residence (unoccupied; delayed in reporting from 12/09/2025 at 9:07 PM) at the Blue Strawberry Apartments, 4208 N Ocean Drive, Unit Number 209. The victim left the apartment door **unlocked**. According to CCTV footage, the offender tried all the door handles at the apartments before entering the victim's residence. The white female offender entered the unlocked unit, which the victim was using as an Airbnb. The offender entered and remained for approximately 20 minutes and drank a bottle of vodka while she was inside the unit. According to the victim, the reported loss is a bottle of vodka, two towels, and a black mini skirt, which the offender wore when she left. The offender left her cellular telephone, a sweatshirt, a pair of shorts, and a pair of sneakers inside the apartment during the commission of the burglary. All evidence was collected and submitted to the BSO Evidence Unit. The offender left on foot, according to Blue Strawberry CCTV footage. The scene was processed for latent fingerprints, elimination prints were taken, and samples were submitted to the BSO Lab for analysis.

**CASE:** 13-2512-000510 (Deputy Ramcharan)  
**DATE/TIME:** 12/10/25 @ 1724 hours  
**LOCATION:** 204 Washingtonia Ave  
**ARRESTEE:** Monica R. Douros (W/F 1/28/70)  
**VICTIM:** W/F (8/25/1963)  
**INCIDENT:** **Battery (Arrest)**  
**SUMMARY:** Deputies responded to a call of a fight at the above location. Investigation revealed that the victim and Monica are strangers to each other. The victim asked Monica to move from in front of her property because Monica was humping her fence and acting strangely. Monica refused to move. The victim retrieved her phone and began recording Monica on video. Monica got upset, walked up to the victim, grabbed her by her shirt, pulled her to the ground, and pulled her hair. The victim sustained minor bruises to her right knee and shin. Monica was arrested and subsequently TOT Main Jail.

**CASE:** 13-2512-000512 (Dep. Figueroa)  
**DATE/TIME:** 12/10/2025 @ 2031 hours  
**LOCATION:** 231 Marine Ct  
**RP 1:** W/F (12/28/94)  
**RP 2:** W/M (7/20/91)  
**SUSPECT:** Edward Lee Lyon III (W/M 9/10/69)  
**VICTIM:** W/M 3/13/68)  
**INCIDENT:** **Burglary Conveyance with Battery**  
**SUMMARY:** An anonymous caller advised that neighbors across the street were fighting. RP1, RP2, and Lyon advised that the victim threatened RP1 while walking her dog. The victim later continued cursing at Lyon. All parties advised that nothing physical happened between them and advised that it is an ongoing situation with the victim. The victim then called 911 to advise that he had been hit by one of his neighbors before my arrival. Fire Rescue arrived and checked on the victim, who, according to Fire Rescue, was having a stroke. The victim was transported to Holy Cross Hospital for further checks and treatment. Doctors advised that the victim was fine, and he didn't have a stroke. The victim advised that he was punched in the face several times by his neighbor, Lyon, who came down from the second floor where he resides, and sucker punched him without a reason while he was inside the car. Due to conflicting statements and insufficient

evidence, there was no probable cause to arrest at the time.

**CASE:** 13-2512-000514 (Dep. Figueroa)

**DATE/TIME:** 12/10/2025 @ 2121 hours

**LOCATION:** 4140 El Mar Dr

**VICTIM 1:** W/M (5/29/48)

**VICTIM 2:** W/F (9/20/49)

**SUSPECT:** Unknown B/M 30-40 years old

**INCIDENT:** **Strongarm Robbery (Attempt)**

**SUMMARY:** The victims reported a delayed attempted strongarm robbery that occurred at 4140 El Mar Dr at approximately 2121 hours. An unknown B/M wearing dark clothes pushed victim 1 to the ground and tried to take items from his rear pocket. The subject later pushed victim 2 against the bushes while placing his hand beneath her sweatshirt to remove a pouch she was carrying that contained money and a cellphone. Both victims started yelling and screaming at the suspect, and he then left on foot north on El Mar Dr. Victim 1 sustained a small scratch on his right elbow. The victims advised that because they started yelling and screaming, the subject couldn't take anything from them. The area was circulated for the suspect with negative results. Surveillance video was obtained from town cameras and hotels in the area.

**CASE:** 13-2512-000590 (Dep. Figueroa)

**DATE/TIME:** 12/12/2025 @ 0128 hours

**LOCATION:** 4660 El Mar Drive (The Plunge Hotel)

**INCIDENT:** **High Rise Fire Alarm (Flooding)**

**SUMMARY:** Pompano Beach Fire Captain advised that the building needed to be evacuated due to water running through the ceilings and flooding common areas and several rooms. BSO Deputies assisted with the evacuation until hotel personnel took control of the situation. PBFR advised that the building was unsafe due to electrical and flooding hazards. Hotel personnel were able to assist every guest in reassigning to new rooms in the building directly across the street. The Plunge Hotel sustained damage to ceilings, walls, and carpets. No injuries were reported.

**CASE:** 13-2512-000739

**DATE/TIME:** 12/14/25 @ 1530 hours

**LOCATION:** 250 Basin Dr

**ARRESTEE:** Christopher Hughes W/M (7/08/87)

**VICTIM:** W/F (2/03/89)

**INCIDENT:** **Domestic Battery (Arrest)**

**SUMMARY:** Christopher and the victim are married and reside together at the listed address. Both were arguing throughout the day, and the victim attempted to leave the residence in her vehicle. She tried to lock Christopher out of her car, but he was able to get inside to continue the argument. Concerned citizens in the area noticed the yelling, called 911, and videotaped the incident. The video showed Christopher striking the victim before he left the vehicle. Christopher was placed into custody—sworn statement obtained. The video was uploaded to evidence.com.

**CASE:** 13-2512-000755 (Dep Pitulan)

**DATE/TIME:** 12/14/25 @ 2105 hours

**LOCATION:** 276 Commercial Blvd (Benihanas)

**SUSPECT:** Unknown

**VICTIM:** W/F (08/22/89)

**INCIDENT:** Theft

**SUMMARY:** The victim advised that she had dinner at Benihana on 12/14/2025, and while she waited for the Uber to get picked up, she placed her purse on the ledge to take photos. Upon departure, the victim believes she left her purse behind. Inside the black purse (\$80.00), there was an LV wallet (\$600.00), a California ID (\$50.00), a US Passport (\$150.00), \$70.00 cash, and multiple credit cards. At approximately 2105 hours, the victim received a message on her phone that she spent \$150.00 at a restaurant in Miramar, which she did not do. The victim wished to prosecute.

**CASE:** 13-2512-000795 (Dep. Ogando)

**DATE/TIME:** 12/16/25 @ 0125 hours

**LOCATION:** 4533 N Ocean Dr

**ARRESTEE:** John Zachary Davis (W/M 01-31-85)

**VICTIM:** B/M (05/14/71)

**INCIDENT:** Battery (Arrest)

**SUMMARY:** The victim advised that while he was unloading his vehicle to bring items into his apartment, his neighbor (John Davis), who was intoxicated, began yelling at him that he did not belong there. The victim started recording Davis, who approached and grabbed the victim and his phone against his will. The incident was captured on cellphone video. Davis was arrested and charged with battery and transported to the main jail.

**CASE:** 13-2512-000782 (Dep Barnett)

**DATE/TIME:** 12/15/25 @ 1930 hours

**LOCATION:** 4500 El Mar Dr

**ARRESTEE:** KACEION HUDSON B/F (10/22/89)

**VICTIM:** Unknown

**INCIDENT:** AOA to Lauderdale Lakes (D-4)

**SUMMARY:** A call for service in reference to a welfare check on a female who possibly wanted to harm herself. Deputy contacted a female, who was sitting in her vehicle at EL Prado Park. The female advised the Deputy that she was not suicidal and did not take any medication. She stated she was involved in a domestic incident in the City of Lauderdale Lakes and left to get away. Fire rescue responded and checked her vitals, which were good. BSO Lauderdale Lakes confirmed they had PC for the female for an aggravated domestic assault and asked us to detain her. Lauderdale Lakes responded to the district, picked up the female, and transported her to the Main Jail.

**CASE:** 13-2512-000998 (Deputy Swadkins and Bravo Shift Deputies Assist)

**DATE/TIME:** 12/19/2025 @ 1245 hours

**LOCATION:** 4001 N Ocean Blvd (Ocean Rehabilitation Center)

**VICTIM:** W/M (11/15/1997)

**INCIDENT:** Information Report (Recovered Missing Person)

**SUMMARY:** Deputy Swadkins dispatched to a report of a missing person from the Ocean Rehabilitation Center. The victim was a court-ordered Marchman Act at the facility at the time of the incident. The victim suffered from multiple mental disorders and had been prescribed medication for the diagnosed conditions. All of LBTS Bravo Shift responded to the incident call to assist. Units utilized BSO Vehicles to search the streets and the beaches for the victim. At approximately 1:11 PM, Marcus was located at 3600 N Ocean Boulevard by Deputy Ramcharan, in good health. He was transported back to the facility, where staff conducted a quick evaluation.

The staff willingly accepted Marcus back into the facility in accordance with the conditions of the Marchman Act.

**CASE:** 13-2512-001085 (Deputy Roach)  
**DATE/TIME:** 12/20/2025 @ 2237hrs  
**LOCATION:** 4245 N Ocean Drive (Glass Breeze Hotel)  
**RP:** W/M (11/26/79)  
**IO:** W/F (10/17/73)  
**VEHICLE:** Black Jeep FI Tag JEEPHRS  
**INCIDENT:** **AOA to Pompano Beach (D11)**

**SUMMARY:** Units were dispatched to the listed location in reference to someone who was injured. Upon arrival, contact was made with the caller and his girlfriend, who was lying on the bathroom floor and was bleeding from her nose and mouth. It was apparent that she had several of her front teeth knocked out. There was blood on the floor of the bathroom and throughout the hotel room. The male stated that he and his girlfriend reside together in Brooksville, FL, and that they were hotel guests. They had attended his work Christmas party in Pompano Beach. While driving back to the hotel from the party, the female was in the front passenger seat. The male stated she was highly intoxicated, and as they came to the Copans Road / I-95 on ramp, she suddenly jumped out of the moving car. The male said that she sustained her injuries as a result. The male stopped the vehicle, placed her in the driver's side back seat, then drove back to their hotel and called 911. The car they drove had visible blood in the area he described. The female was transported to North Broward Hospital by PBFR. Both parties were separately asked whether there had been any fighting before the incident, and both stated there had not. As the incident occurred in Pompano Beach, the D-11 Area 2 Patrol Supervisor was contacted and informed. A Pompano Beach deputy responded to the hospital and was assigned as the primary unit. The Violent Crimes Unit also responded, interviewed both parties, and continued the investigation.

**CASE:** 13-2512-001126 (Dep Seedig)  
**DATE/TIME:** 12/21/2025 @ 1822 hrs.  
**LOCATION:** 4301 El Mar Drive (Sea Spray Inn)  
**SUBJECT:** Ian Stubbs, W/M (06/18/1981)  
**VICTIM:** W/M (02/19/1971)  
**INCIDENT:** **Battery (Waiver of Prosecution)**

**SUMMARY:** DLE D13 Alpha Team members responded to the above location reference to a fight. The investigation revealed that the subject had a mutual fight with an unknown person who left before the DLE's arrival. The subject then decided to slap a neighboring hotel guest as he was running back toward his apartment. The subject was identified, and the victim declined to press criminal charges, signing a BSO waiver of prosecution form. The victim had no injuries.

**CASE:** 13-2512-001141 (Dep Barnett)  
**DATE/TIME:** 12/22/2025 @ 0038 hrs.  
**LOCATION:** 14 E Commercial Boulevard (Pier 14)  
**OFFENDER:** Regina A. Zupo, W/F (09/23/1981)  
**VICTIM:** W/M (06/17/1983)  
**INCIDENT:** **Battery (Arrest)**

**SUMMARY:** Alpha Shift was dispatched to a Battery at Pier 14. Upon arrival, an investigation revealed that the Offender, Regina A. Zupo, slapped the victim two times in the face. The victim provided a sworn taped statement. There was a witness to the incident who also provided a sworn taped statement. The victim refused fire rescue services. Zupo was arrested for Battery and transported to the BSO Main Jail without incident.

**CASE:** 13-2512-001191 (Dep Seedig)  
**DATE/TIME:** 12/22/2025 @ 2323 hrs.

**LOCATION:** 4433 El Mar Drive (El Mar Boutique Hotel)  
**OFFENDER:** Javier Alejandro Benavides Encina, W/M (05/20/2005)  
**I/O:** W/F (Juvenile) (03/25/2010)  
**INCIDENT:** **Obstruction (Arrest)**

**SUMMARY:** Alpha Shift Deputies were dispatched to a medical call at the listed location. Upon arrival, they met with W/F (Juvenile), who had fallen off a fence while intoxicated. She was transported to the Holy Cross Hospital by Pompano Beach Fire Rescue for injuries to her back. Deputy Seedig escorted the rescue and attempted to follow up with the female, who was too intoxicated to provide her name and date of birth at the time of the incident. While at the hospital, a male who presented himself as her boyfriend showed up but refused to identify himself. The male was detained and later arrested for obstruction. His true identity was later revealed as Javier Benavides-Encina (20 YOA). The male was transported to the main jail. Deputies were able to contact the juvenile's father and stepmother, who responded to the hospital. The incident was forwarded to the BSO Special Victims Unit for follow-up.

**CASE:** 13-2512-001304 (Deputy Roach)  
**DATE/TIME:** 12/24/25 / 2350hrs.  
**LOCATION:** 5200 N Ocean Blvd (marker 25 on the beach)  
**INCIDENT:** **Property Damage / Fire**

**SUMMARY:** Units were dispatched to 5200 N Ocean Blvd. in reference to a fire on the beach, possibly a garbage can on fire. Unknown person(s) were lighting off fireworks on the beach at marker 25. A burnt box of fireworks was observed next to the garbage can, which caused the can to catch fire. Deputies responded and used beach sand to put out the flames. It is unknown if the fire was set intentionally. Video obtained from the nearby condo was inconclusive about the cause of the fire.

**CASE:** 13-2512-001316 (Deputy Bickel)  
**DATE/TIME:** 12/25/2025 @ 1136 hours  
**LOCATION:** 1500 S Ocean Boulevard, Apt 102 (Leisure Towers)  
**ARRESTEE:** Elias Medrano W/M (10/08/1960)  
**VICTIM:** W/F (11/10/2003)

**INCIDENT:** **Domestic Battery (Arrest)**  
**SUMMARY:** Deputies were dispatched to a Domestic Disturbance at 1500 S Ocean Boulevard, Apartment 102. An investigation was conducted on the scene. The investigation revealed Elias Medrano (Father) was the primary aggressor in a Domestic Battery against his adult daughter. Elias was arrested for Domestic Battery (Misdemeanor). Statements and photographs were taken at the scene. Elias was transported to the BSO Main Jail without incident.

**CASE:** 13-2512-001318 (Deputy Reis and Sergeant Murphy)  
**DATE/TIME:** 12/25/2025 @ 1213 hours  
**LOCATION:** 4900 N Ocean Drive (Sea Ranch Club)  
**INCIDENT:** **Fire**

**SUMMARY:** Deputies responded to 4900 N Ocean Boulevard to assist Pompano Beach Fire Rescue in reference to a fire. The building is a multi-level, multi-unit residential complex. There was a fire in the garbage chute, which Pompano Fire Rescue responded to and extinguished. Battalion Chief Rossi of the Pompano Beach Fire Department was contacted on scene. He advised there were no injuries. The fire was extinguished, and the scene was cleared. During this incident, the roadway on N. Ocean Blvd was blocked by emergency vehicles, with vehicular traffic being diverted through the Publix Plaza in Sea Ranch Lakes.

**CASE:** 13-2512-001354 (Deputy Swadkins)  
**DATE/TIME:** 12/26/2025 @ 0858 hours

**LOCATION:** 239 Basin Drive (rear of business)

**OFFENDER:** Unknown

**VICTIM:** W/M (04/28/1969)

**INCIDENT:** **Petit Theft**

**SUMMARY:** Deputy Swadkins responded to a delayed theft of a used commercial fryer and a used wall air conditioner. The victim is refurbishing the future restaurant and was storing the used equipment in the rear of the business. There are no suspects, no video, no serial numbers, and the area was canvassed.

**CASE:** 13-2512-001367 (Deputy Swadkins)

**DATE/TIME:** 12/26/2025 @ 1301 hours

**LOCATION:** 4245 N Ocean Drive (Sea Glass Beach Place)

**SUSPECT:** Sean M. McEvoy B/M (12/27/1991)

**VICTIM:** Sea Glass Beach Place (Business)

**INCIDENT:** **Fraud**

**SUMMARY:** Deputy Swadkins responded to the Sea Glass Beach Place regarding a delayed theft of services (fraud). The management advised that the suspect, Sean M. McEvoy, presented a stolen credit card to rent a room in November 2025. Documents regarding the case were provided and uploaded to evidence.com, and the victim wishes to prosecute.

**CASE:** 13-2512-001449 (Deputy Seedig)

**DATE/TIME:** 12/27/25 @ 0137 hours

**LOCATION:** 14 Commercial Blvd (Pier 14)

**VICTIM:** State of Florida / Deputy Seedig

**ARRESTEE:** Damien Waller B/M (2/10/94)

**INCIDENT:** **Battery on LEO / Resisting Arrest / False ID Given to LEO / Warrants (Arrest)**

**SUMMARY:** Units were dispatched to a disturbance at the Pier 14 restaurant. The female caller stated that a subject had followed her into the restroom and became aggressive. Contact was made with the suspect, Damien Waller, outside of the establishment. Waller was intoxicated and evasive when giving his name, eventually providing a false name. After being secured in handcuffs, he intentionally kicked Deputy Seedig in the chest as he was being placed into the rear of the patrol unit. Waller was transported to the D13 Office, where he continued his combative behavior, thrusting his body into Deputy Seedig while being removed from the unit. A Teletype check of Waller showed two active warrants (Parole Viol., and a Grand Jury issued warrant out of Alabama). Waller was placed in the D13 detention cell, where he continually kicked and banged on the cell door. Waller was transported to the Main Jail.

**CASE:** 13-2512-001579 (Dep Suarez)

**DATE/TIME:** 12/30/2025 @ 1435 hours

**LOCATION:** 4628 Bougainvillea Drive

**DEFENDANT:** Edme Mustafa, B/M (01/03/1994)

**VICTIM:** B/F: DOB: 01/03/1994

**INCIDENT:** **Domestic Battery**

**SUMMARY:** Deputies responded to the listed location in reference to a witness observing a male striking a female. Investigation revealed the victim has a child in common with the defendant, but they do not reside together. Today, the victim was visiting the defendant. While the two were eating watermelon, the defendant became upset and shoved the watermelon into the victim's mouth while she was eating it. The victim indicated a history of past violence, and during the lethality assessment, answered yes to being choked in the past by the defendant. (Choked incident occurred in Sunrise and was reported to Sunrise PD 6 months ago. The defendant left the residence and did not return. The victim had no visible injuries and she left the incident location

and drove back to her residence in the City of Sunrise. A not-in-custody PC for Battery was completed for the defendant. The residence and area were checked for the suspect, with negative results. Bravo team members conducted a follow-up check of the residence, with negative results per D13 Directive. NIC Tracking passed to Alpha Team members. Defendant resides alone at this listed residence, which is rented.

**MONTHLY ARREST LOGS:**

Misd/Fel	Charge	Street	
Misd	Warrant	229 Commercial Blvd	<b>13-2512-000079</b>
Fel	Battery / Person 65 or older	1800 S Ocean Blvd	<b>13-2512-000085</b>
Misd	Battery	204 Washintonia Ave	<b>13-2512-000510</b>
Misd	DV Battery	250 Basin Dr	<b>13-2512-000739</b>
Misd	Battery	4533 N Ocean Dr	<b>13-2512-000795</b>
Misd	Battery	14 E Commercial Blvd	<b>13-2512-001141</b>
Misd	Obstruction	4433 El Mar Dr	<b>13-2512-001191</b>
Misd	Domestic Battery	1500 S Ocean Blvd	<b>13-2512-001316</b>
Misd	Warant/Bat Leo/Obstruction	4331 N Ocean Blvd	<b>13-2512-001449</b>
Misd	Domestic Battery	4628 Bougainvilla Dr	<b>13-2512-001579</b>

**CRIME STATISTICS:**

CRIME	CURRENT MONTH	PRIOR MONTH	2024 YTD	2025 YTD
AUTO THEFT	0	1	7	13
BURGLARY-BUSINESS	0	0	2	2
BURGLARY-CONVEYANCE	2	0	17	9
BURGLARY-RESIDENCE	1	0	2	6
BURGLARY-STRUCTURE	0	0	1	2
FORCIBLE SEX	0	0	2	2
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	3	2
HOMICIDE	0	0	0	0
ROBBERY	1	0	2	4
THEFT-GRAND	1	1	19	9
THEFT-PETIT	2	4	47	30
<b>TOTALS</b>	<b>7</b>	<b>6</b>	<b>102</b>	<b>79</b>

**CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:**

COP Activity	Total
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Number of Volunteers	28
COP Hours Worked - Month	121.75
COP Patrol Miles - Month	460
COP Hours Worked - YTD	1040.80
COP Patrol Miles - YTD	3506

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	29

COP Beach Patrol Hours – Month	8.25
COP Beach Patrol Hours - YTD	127.75

**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	6	79
Reserve Deputy - Hours Worked	49	607.5

**MONTHLY STAFFING AND STATISTICAL REPORT:**

The December 2025 Monthly Staffing and Statistical Report is attached.



**MONTHLY STAFFING AND STATISTICAL REPORT  
LAUDERDALE-BY-THE-SEA DISTRICT  
December 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	
<b>TOTAL</b>	<b>28</b>	<b>28</b>	<b>0</b>

**PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.**

Name	CCN	Status	Circumstances
Sergeant William Browning	14263	Sick Leave	Medical
Deputy Christopher Cathcart	11979	Light Duty	Medical

**DETACHED PERSONNEL / LOCATION**

Name	CCN	Detached to	Reason	Hours
			<b>TOTAL</b>	<b>0</b>



## Lauderdale by the Sea Monthly Activity December 2025

Reports/Calls	
Miscellaneous Service	
Event Reports	50
Accidents	9
Calls for Service	1,639

Traffic	
Types of Citation	
Non-Moving / Moving Citation	42
Warnings	107
Parking	0
DUI	0
<b>Total Citations</b>	<b>149</b>

Arrests	
Type of Arrest	
Felony	2
Misdemeanor	5
Warrant (Felony)	1
Warrant (Misd.)	1
DUI (Misdemeanor)	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	0
<b>Total Arrests</b>	<b>9</b>

Time Worked	
Hours Worked	
Bike Patrol	2
Court Overtime	15
Training Hours	72
Detached	0
Other Overtime	167.5
Days Worked	31

General	
FI	22
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative	
ATV/UTV: 100 Miles / 15.25 Hours	
Reserve Deputies worked 6 shifts (49 hrs)	



## Town Commission Agenda Item Report

**Meeting Date:** January 13, 2026

**Submitted By:** Ken Rubach, Town Manager

**Submitting Department:** Administration

**Item Type:** Town Manager Report

**Agenda Section:** TOWN MANAGER REPORT

**Subject Title:** Town Manager Report

### **Explanation:**

#### **A1A Resurfacing**

The Florida Department of Transportation (FDOT) began road paving improvements the week of Monday, January 5, 2026, along A1A (State Road A1A) from Flamingo Avenue to just south of Pine Avenue. The project is expected to last 45 days.

#### **Party in the Park Series- Friedt is Frozen**

We enjoyed a fun-filled night with everyone during our first Party in the Park event, Friedt is Frozen. We had visits from Princess Anna and our beloved snowman Olaf, treats provided by the Lauderdale-By-The-Sea Chamber of Commerce, and more fun. We look forward to continuing to enjoy our newly renovated park with residents and neighbors! A big thank you to Katie Anderson for creating such a magical inaugural event for our Party in the Park Series.



#### **Friday Night Music Returns**

Mark your calendar for Friday Night Music in 2026! Enjoy live music with neighbors and friends in our downtown from 7 to 10 p.m. Below are the following dates.

- January 23rd
- February 27th
- March 27th

**Public Safety Roundtable Date**

Staff is requesting Commission consensus on a date to hold a roundtable to discuss Fire/EMS services. Staff recommends holding this meeting at the end of January/beginning of February to allow for ample time for a contract to be negotiated, drafted, and approved as well as time for the service provider to recruit and train new staff as needed.

**Public Works Director Interviews**

Interviews with candidates for the Public Works Director Position were held the week of January 5th. We are anticipating having the position filled by the end of February.

**Town Clerk Interviews**

Interviews with candidates will begin in mid to late January, with the position being filled by the end of February/beginning of March.

**Upcoming Meetings**

- Code Compliance Hearing — Thursday, January 22 at 5:00pm
- Commission Meeting — Tuesday, January 27th at 6:30pm

**Recommendation:**

**Exhibits:** None



## Town Commission Agenda Item Report

**Meeting Date:** January 13, 2026

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

**Submitting Department:** Administration

**Item Type:** Town Manager Report

**Agenda Section:** TOWN MANAGER REPORT

**Subject Title:** Visitor Center Quarterly Report

**Explanation:** The Lauderdale-By-The-Sea Visitor Center is the vibrant front door to our seaside town, welcoming guests with warmth, local insight, and unmistakable coastal charm.

The following is a summary of the Visitor Center activities for the third quarter of 2025.

1. The majority of visitors continued to come from the United States, with a noticeable decline in international travelers—a trend consistent across the State of Florida.
2. While total visitation for Q3 2025 was 9.68% lower than the same period in 2024, engagement and outreach efforts remained strong and impactful.
3. Visitor Center signage remains the primary driver for in-person visits to the Center.
4. Six new subscribers signed up for *Town Topics* during the third quarter.
5. Ten “Big Chair” photos were submitted for social media consideration in the third quarter.
6. The Visitor Center received two referrals from the Chamber during this period.

**Month over Month:**

Below is a month-over-month comparison of walk-in guests for 3<sup>rd</sup> Quarter in 2024 vs. 2025. We continue to see consistent traffic at our center, many from word of mouth and our discoverlbt.com website.

Mos	2024	2025	Change
Jul	184	218	3.79%
Aug	238	171	16.85%
Sep	156	133	27.00%
<b>Total</b>	<b>578</b>	<b>522</b>	<b>-9.68%</b>

**International and Domestic Travelers:**

Visitors in 3<sup>rd</sup> quarter were mainly FL or domestic. International travelers were significantly fewer.

Where?	Jul	Aug	Sep
Local/Florida	16	3	5
Out-of-State	15	15	8
Australia			1
Canada		1	
Germany		1	
<b>Total</b>	<b>31</b>	<b>20</b>	<b>14</b>

**Part-Time and Volunteer Staff Hours:**

Our volunteers continue to faithfully support the Visitor Center and hours were flat from 2<sup>nd</sup> to 3<sup>rd</sup> quarter 2025.

Q3 25	Part-Time	Volunteers	Total
	403	126	529

**Recommendation:**

**Exhibits:** None



## Town Commission Agenda Item Report

**Meeting Date:** January 13, 2026

**Submitted By:** Lucila Lang, Finance Director

**Submitting Department:** Finance

**Item Type:** Action Item

**Agenda Section:** NEW BUSINESS

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**Subject Title:** Uniform Collection Agreement for Non-Ad Valorem Special Assessments – Fiscal Impact and New Expense

**Explanation:** Florida Statutes allow municipalities to utilize the statutory uniform method of collection for non-ad valorem special assessments by placing those assessments on the annual property tax bill. The attached Agreement establishes the terms and conditions under which the Broward County Tax Collector will collect and enforce the Town's non-ad valorem special assessments using this uniform methodology.

This agreement is required for the Town to include eligible non-ad valorem assessments on the annual tax bill and to ensure compliance with Sections 197.3631–197.3635, Florida Statutes.

Under the terms of the Agreement, the Tax Collector will perform all legally required collection and enforcement activities related to the Town's non-ad valorem special assessments. While the Tax Collector is responsible for the collection function, the Town is required by statute and by agreement to reimburse the Tax Collector for costs associated with these services.

The Agreement automatically renews annually unless the Town elects to discontinue use of the uniform collection method by January 10 of the applicable year.

Approval of this Agreement creates a new ongoing expense for the Town associated with the collection of non-ad valorem special assessments. Specifically, the Town is financially responsible for the following costs:

- **Collection Fee:**  
Reimbursement to the Tax Collector of actual collection costs, not to exceed 2% of the total amount of non-ad valorem assessments collected and remitted.
- **Administrative Costs:**  
Reimbursement of necessary administrative expenses incurred by the Tax Collector, including but not limited to:
  - Personnel

- Data processing and programming
- Forms and supplies
- Postage and computer equipment
- Additional Billing Costs (if applicable):  
Costs associated with any separate tax bills required if the assessment roll cannot be merged into the annual tax notice.
- Advertising Costs:  
Payment or reimbursement for legally required advertising related to implementation of the uniform assessment collection process.

The total annual cost to the Town will vary depending on:

- The total dollar amount of non-ad valorem assessments levied, and
- Whether additional administrative, advertising, or correction costs are incurred in a given year.

Staff will budget these costs annually within the applicable fund once assessment amounts are finalized.

Execution of this Agreement allows the Town to utilize the statutory uniform collection method for non-ad valorem special assessments while creating a modest, but necessary, recurring expense tied directly to the amount of assessments collected.

Approval of this Agreement will result in a new recurring operating expense within the Fire Fund related to the collection of Fire non-ad valorem special assessments by the Broward County Tax Collector.

Based on estimated annual Fire assessment revenues, the anticipated costs are as follows:

#### Estimated Fire Assessment Revenue (Annual)

- Low estimate: \$2,000,000
- High estimate: \$3,000,000

#### Estimated Annual Costs to the Fire Fund

##### 1. Tax Collector Collection Fee (up to 2%)

- At \$2.0 million in assessments: up to \$40,000
- At \$3.0 million in assessments: up to \$60,000

##### 2. Administrative & Processing Costs

Includes personnel, data processing, programming, postage, forms, and related administrative expenses.

- Estimated range: \$5,000 – \$15,000 annually

3. Advertising & Miscellaneous Costs Statutorily required advertising and any supplemental notices.

- Estimated range: \$2,000 – \$5,000 annually

4. Contingent / Variable Costs (if applicable)

Separate tax bills or corrected rolls due to errors or late certifications (not expected annually).

- Estimated contingency: \$0 – \$5,000

Total Estimated Annual Fire Fund Impact

- Low range: approximately \$47,000
- High range: approximately \$85,000

These costs will be budgeted annually within the Fire Fund and are directly proportional to the total amount of Fire assessments levied and collected. Utilization of the uniform collection method improves collection efficiency and delinquency enforcement, which partially offsets these administrative costs through improved revenue reliability. While the County has provided this function for the Town, they have not charged us, whereas now with the elected Tax Collector her office has chosen to assess the fee which is listed under the Florida Statute.

**Recommendation:** Approve the Agreement for Uniform Collection of Non-Ad Valorem Special Assessments between the Town of Lauderdale-By-The-Sea and the Broward County Tax Collector and authorize the Mayor and Town Manager to execute the agreement.

**Exhibits:**

1. Form Agreement with Tax Collector for Uniform Method of Collection

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**AGREEMENT FOR UNIFORM COLLECTION OF  
NON-AD VALOREM SPECIAL ASSESSMENTS**

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THIS AGREEMENT made and entered into this 13th day of January, 2026, by and between the TOWN OF LAUDERDALE-BY-THE-SEA (“City”), whose address is 4501 N. Ocean Drive, Lauderdale-By-The-Sea, Florida 33308 and the Honorable Abbey Ajayi, the state-constitution Tax Collector in and for the Broward County political subdivision, whose address is 115 S. Andrews Avenue, A100, Fort Lauderdale, Florida 33301 (“Tax Collector”).

**SECTION I**  
**Purpose**

1. The City is authorized to impose and to levy, and by appropriate Resolution has expressed its intent to use the statutory uniform methodology form of collection of, non-ad valorem assessments for certain projects or improvements (“Assessments”), by Chapter 76-441, as amended, Laws of Florida, Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, and rules adopted by the City, and other applicable provision of law.

2. The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall, pursuant to Section 197.3632, Florida Statutes, collect and enforce those certain non-ad valorem special assessments imposed and levied by City.

3. City acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem assessments, including the City’s “Assessments,” and that it is the sole responsibility and duty of the City to follow

all procedural and substantive requirements for the imposition and levy of constitutionally lienable non-ad valorem assessments, including the Assessments.

**SECTION II**  
**Term**

The term of this Agreement shall commence upon execution, effective for 2025, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the City shall inform the Tax Collector, as well as Property Appraiser and the Department of Revenue, by January 10<sup>th</sup> of that calendar year, that the City intends to discontinue to use the uniform methodology for such Assessments using form DR-412 promulgated by the Florida Department of Revenue.

**SECTION III**  
**Duties and Responsibilities of City**

The City shall:

1. Reimburse the Tax Collector for the actual costs of collection of the non-ad valorem assessments, which reimbursement amount will not exceed two (2) percent of the amount of the Assessments collected and remitted pursuant to Section 197.3632(8)(c), Florida Statutes;
2. Reimburse Tax Collector for necessary administrative costs for the collection and enforcement of the Assessments by the Tax Collector under the uniform methodology, pursuant to Section 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.

3. Pay for or alternatively reimburse the Tax Collector for any separate tax bill (not the tax notice) necessitated by any subsequent inability of the Tax Collector to merge the non-ad valorem special assessment roll as certified pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2) Florida Administrative Code.

4. Upon being billed timely, pay directly for necessary advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida statutes, and Rule 12D-18.004(2), Florida Administrative Code.

5. Timely certify the applicable non-ad valorem assessment roll to the Tax Collector in accordance with the requirements of Section 197.3632(10), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.

**SECTION IV**  
**Duties of the Tax Collector**

1. The Tax Collector shall take all actions legally required to collect the Assessments pursuant in accordance with Chapter 197, Florida Statutes.

2. The Tax Collector agrees to cooperate with the City in implementation of the uniform methodology for collecting Assessments pursuant to and as limited by Sections 197.3632 and 197.3635, Florida Statutes.

3. If the Tax Collector discovers errors or omissions on such roll, Tax Collector may request that the City file a corrected roll or a correction of the amount of any assessment. The City shall bear the cost of any such error or omission.

4. Tax Collector hereby agrees to accept Intent Resolution No. 2000/1467 attached hereto and incorporated as part of this agreement as Exhibit A, as required by Section 197.3632(3)(a), Florida Statutes.

**SECTION VI**  
**Miscellaneous**

1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, except in writing and signed by the parties hereto.

2. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect.

3. This Agreement shall be governed by the laws of the State of Florida.

4. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together will constitute but one and the same instrument.

5. Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:

a. As to Tax Collector: Hon. Abbey Ajayi  
Broward County Tax Collector  
115 S. Andrews Avenue, A100  
Fort Lauderdale, FL 33301

With a copy to: Timothy R. Qualls, Esq.  
Young Qualls, P.A.  
Post Office Drawer 1833  
Tallahassee, FL 32302-1833

b. As to City: Mayor \_\_\_\_\_  
City of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_, City Clerk  
City of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. To the extent of any legal action which may be filed in local, state or federal courts or before an administrative agency against either party regarding the imposition, levy, roll preparation and certification of the Assessments, each party agrees to be fully responsible for such claim, liability or damage arising from its own acts or omissions within the course and scope of this own authority or actions within the scope of this Agreement. Nothing herein shall serve or be interpreted as a waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, as may be applicable to or limit liability on behalf of the other party. The parties further agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of the parties based upon this Agreement.

7. Each Party hereby knowingly, voluntarily, and intentionally waives any right it may have to a trial by jury in respect to any litigation based herein, or arising out of, under, or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either Party.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

BROWARD COUNTY TAX COLLECTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Abbey Ajayi, Tax Collector

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

ATTEST:

TOWN OF LAUDERDALE-BY-THE-SEA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Edmund Malkoon, Mayor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

RESOLUTION NO. 2000/1467

1  
2  
3       **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN**  
4       **OF LAUDERDALE-BY-THE-SEA, FLORIDA, SETTING FORTH**  
5       **THE TOWN'S INTENT TO USE THE UNIFORM METHOD FOR**  
6       **THE COLLECTION OF A NON-AD VALOREM SPECIAL**  
7       **ASSESSMENT TO BE LEVIED UPON REAL PROPERTIES LYING**  
8       **WITHIN THE MUNICIPAL BOUNDARIES OF THE TOWN, AS**  
9       **MORE PARTICULARLY DESCRIBED IN EXHIBIT "A,"**  
10       **ATTACHED HERETO, TO FUND THE PROVISION OF FIRE**  
11       **PROTECTION SERVICES WITHIN THE TOWN; STATING A**  
12       **NEED FOR SUCH LEVY; PROVIDING THAT A COPY OF THIS**  
13       **RESOLUTION SHALL BE FORWARDED TO THE PROPERTY**  
14       **APPRAISER, TAX COLLECTOR AND THE FLORIDA**  
15       **DEPARTMENT OF REVENUE; PROVIDING FOR CONFLICTS;**  
16       **PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN**  
17       **EFFECTIVE DATE.**

18  
19       **WHEREAS,** the Town Commission of the Town of Lauderdale-By-The-Sea,  
20 Florida (the "Town") intends to impose a special assessment to fund the provision of fire  
21 protection services within the geographical boundaries of Town effective October 1, 2001;  
22 and

23       **WHEREAS,** in accordance with Section 197.3632(3)(a), Florida Statutes, the  
24 Town advertised its intent to use the Uniform Method for the collection of the assessment  
25 weekly in a newspaper of general circulation for four (4) consecutive weeks preceding the  
26 public hearing held the day hereof. Proof of publication of such hearing being attached  
27 hereto as Exhibit "B"; and

28       **WHEREAS,** the Town Commission held a duly-advertised public hearing prior to  
29 the adoption of this Resolution; and

30       **WHEREAS,** pursuant to Section 197.3632, Florida Statutes, as amended, the  
31 Town Commission of Lauderdale-By-The-Sea desires to set forth its intent to use the  
32 uniform method of collecting non-ad valorem special assessments to fund the cost of  
33 providing fire protection services to those properties located within the municipal

1 boundaries of the Town more particularly described in Exhibit "A," attached hereto and  
2 incorporated herein, because this method provides an economical and efficient process for  
3 such special assessments to be collected annually, commencing in October 2001; and

4 **WHEREAS**, the Town Commission of the Town of Lauderdale-By-The-Sea,  
5 Florida, directs the Town Clerk to provide copies of this Resolution to the Property  
6 Appraiser, Tax Collector and the Florida Department of Revenue on or prior to January  
7 10, 2001;

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

10  
11 **Section 1.** The foregoing "WHEREAS" clauses are true and correct and  
12 hereby ratified and confirmed by the Town Commission.

13 **Section 2.** Commencing with the Fiscal Year beginning on October 1,  
14 2001, and with the tax statement mailed for such Fiscal Year, the Town intends to use the  
15 Uniform Method authorized in Section 197.3632, Florida Statutes, as amended, for  
16 collecting the assessment to fund the costs of providing fire protection services for  
17 properties located within the municipal boundaries of Town, more particularly described in  
18 Exhibit "A," attached hereto and made a part hereof.

19 **Section 3.** The Town hereby determines that the levy of the assessments  
20 is needed to fund the cost of fire protection services within the incorporated area of the  
21 Town.

22 **Section 4.** Upon adoption, the Town Clerk is hereby directed to send a  
23 copy of this Resolution by United States mail to the Florida Department of Revenue, the  
24 Broward County Department of Revenue Collection, and the Broward County Property  
25 Appraiser by January 10, 2001.

1           **Section 5.**           All resolutions or parts of resolutions in conflict herewith are  
2 hereby repealed to the extent of such conflict.

3           **Section 6.**           If any clause, section, other part or application of this  
4 Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid,  
5 in part or application, it shall not affect the validity of the remaining portions or  
6 applications of this Resolution.


7           **Section 7.**           This Resolution shall become effective immediately upon its  
8 passage and adoption.

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**PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE  
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THIS 12 DAY  
OF DECEMBER, 2000.**

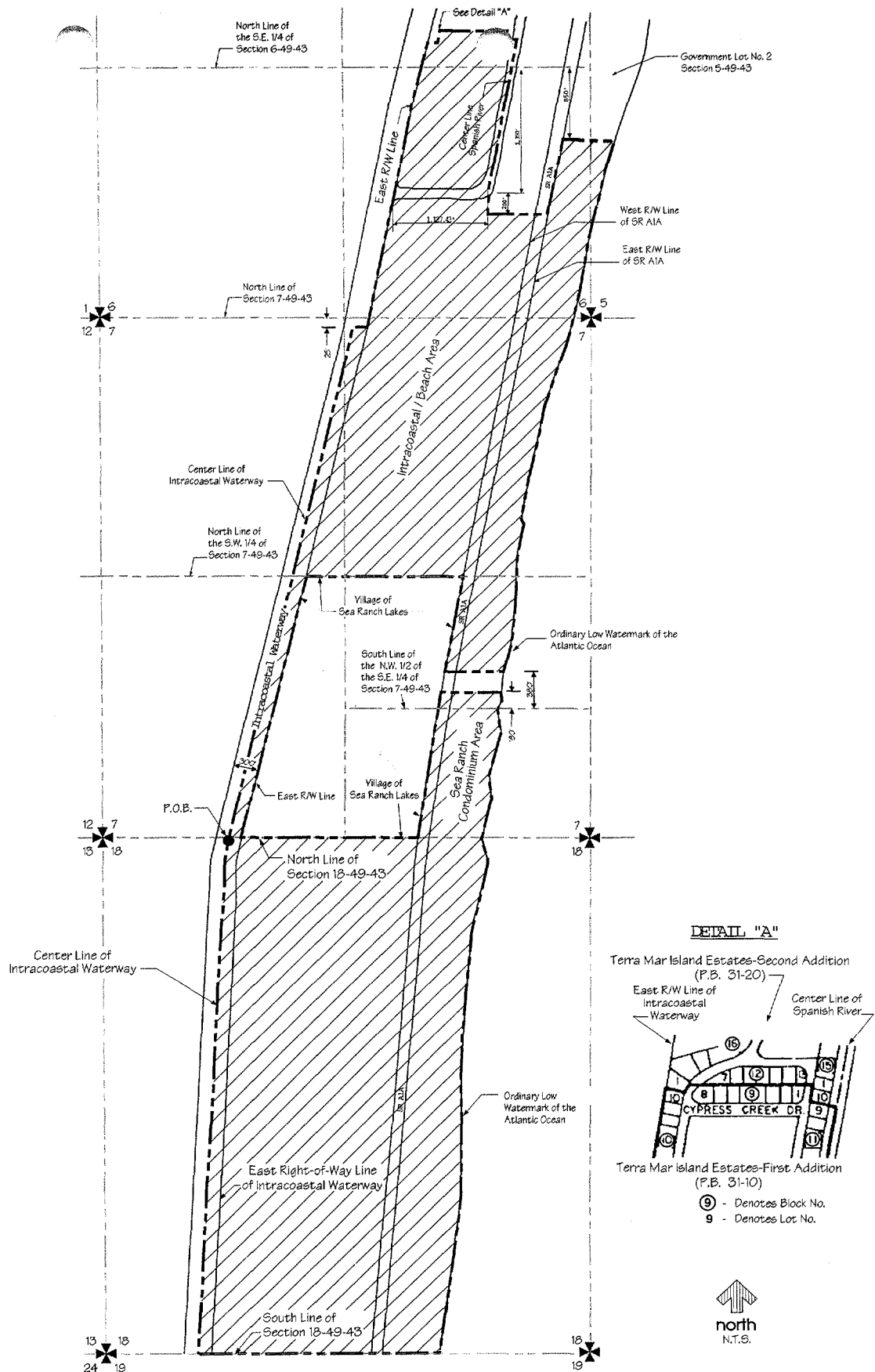
  
MAYOR OLIVER PARKER

ATTEST:

  
Town Clerk

APPROVED AS TO FORM:

  
TOWN ATTORNEY



I hereby certify the sketch and legal description made under my direction is true and correct to the best of my knowledge and belief. This sketch is a Graphic Description Only and does not represent a field survey. There are no monuments set in connection with the preparation of the information shown hereon.

*Walter H. Keller*  
12/4/00

Fla. Reg. Engineer No. 20703

**Lauderdale-by-the-Sea  
Town Boundaries**

**Walter H. Keller, Inc.**  
Consulting Engineers & Planners  
Coral Springs • Sewall's Point, Florida

DESIGNED BY: T.L.  
DRAWN BY: M.G.  
CHECKED BY: W.K.

DATE: November 29, 2000  
Page 1 of 3

**Municipal Boundary Description for the  
Town of Lauderdale-By-The-Sea**

Beginning at the intersection of the south boundary line of Section 7, Township 49 South, Range 43 East with the centerline of the Intracoastal Waterway (Florida East Coast Canal), the POINT OF BEGINNING;

THENCE in a northerly direction along the centerline of the Intracoastal Waterway to the intersection of said centerline with a line located twenty-five (25) feet south of and parallel to the north line of Section 7, Township 49 South, Range 43 East;

THENCE in an easterly direction along a line located twenty-five (25) feet south of and parallel to the north line of said Section 7 to the intersection of said line with the east right-of-way line of the Intracoastal Waterway;

THENCE in a northerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of way line with the southwest corner of Lot 1, Block 16 of TERRA MAR ISLAND ESTATES, SECOND ADDITION, as recorded in Plat Book 31, Page 20 of the Public Records of Broward County, Florida;

THENCE in an easterly direction along the south line of said Lot 1, Block 16 to the southeast corner of said Lot 1, Block 16;

THENCE in a northerly direction along the east line of said Lot 1, Block 16 to the intersection of said east line with the westerly extension of the south line of Block 12 of said TERRA MAR ISLAND ESTATES, SECOND ADDITION;

THENCE in an easterly direction along the westerly extension of the south line of said Block 12, along the south line of said Block 12 and along an easterly extension of said south line to the intersection of said extended line with the west line of Lot 1, Block 15 of said TERRA MAR ISLAND ESTATES, SECOND ADDITION;

THENCE in a southerly direction along the west line of Lot 1, Block 15 and along the west line of Lot 10, Block 11 of TERRA MAR ISLAND ESTATES, FIRST ADDITION as recorded in Plat Book 31, Page 10 of the Public Records of Broward County, Florida to the southwest corner of said Lot 10, Block 11;

THENCE in an easterly direction along the south line of said Lot 10, Block 11 and along an easterly extension of said south line to the intersection of said extended line with the centerline of Spanish River;

THENCE in a southerly direction along the centerline of the Spanish River to a point thirteen hundred and fifty (1,350) feet south of the north line of the Southeast One-Quarter (SE 1/4) of said Section 6, Township 49 South, Range 43 East;

THENCE in a southerly direction for two hundred (200) feet to a point on a line located fifteen hundred and fifty (1,550) feet south of and parallel to the north line of the Southeast One-Quarter (SE 1/4) of said Section 6, said point being eleven hundred, twenty-seven and forty-three-hundredths (1,127.43) feet east of the east right-of-way line of the Intracoastal Waterway;

THENCE in an easterly direction along the line located fifteen hundred and fifty (1,550) feet south of and parallel to said north line of the Southeast One-Quarter (SE 1/4) of said Section 6 to the intersection of said line with the east right-of-way line of State Road A-1-A;

THENCE in a northerly direction along the east right-of-way line of State Road A-1-A to the intersection of said east right-of-way line with a line located eight hundred and fifty (850) feet south of and parallel to the north line of the Southeast One-Quarter (SE 1/4) of said Section 6;

THENCE in an easterly direction along said parallel line and an easterly extension of said line, through Government Lot 2, Section 5, Township 49 South, Range 43 East to the intersection of said extended line with the Ordinary Low Watermark of the Atlantic Ocean;

THENCE in a southerly direction along the Ordinary Low Watermark of the Atlantic Ocean to the intersection of said Ordinary Low Watermark with a line located three hundred and eighty (380) feet north of and parallel to the south line of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 7, Township 49 South, Range 43 East;

THENCE in a westerly direction along said parallel line to the intersection of said line with the west right-of-way line of State Road A-1-A;

THENCE in a northerly direction along the west right-of-way line of State Road A-1-A to the intersection of said west right-of-way line with the north line of the Southeast One-Quarter (SE 1/4) of Section 7, Township 49 South, Range 43 East;

THENCE in a westerly direction along the north line of the Southeast One-Quarter (SE 1/4) and the Southwest One-Quarter (SW 1/4) of Section 7, Township 49 South, Range 43 East to the intersection of said north line with the east right-of-way line of the Intracoastal Waterway;

THENCE in a southerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of-way line with the south line of Section 7, Township 49 South, Range 43 East;

THENCE in an easterly direction along the south line of Section 7, Township 49 South, Range 43 East to the intersection of said south line with the west line of the right-of-way of State Road A-1-A;

THENCE in a northerly direction along the west line of the right-of-way of SR A-1-A to the intersection of said west line with a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N 1/2) of the Southeast One-Quarter (SE 1/4) of Section 7, Township 49 South, Range 43 East;

THENCE in an easterly direction along a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N 1/2) of the Southeast One-Quarter (SE 1/4) of Section 7, Township 49 South, Range 43 East to the intersection of said parallel line with the Ordinary Low Watermark of the Atlantic Ocean;

THENCE in a southerly direction along the Ordinary Low Watermark of the Atlantic Ocean to the intersection of said Ordinary Low Watermark with the south boundary line of Section 18, Township 49 South, Range 43 East;

THENCE in a westerly direction along the south boundary line of Section 18, Township 49 South, Range 43 East to the intersection of said south boundary line with the centerline of the right-of-way of the Intracoastal Waterway;

THENCE in a northerly direction along the centerline of the right-of-way of the Intracoastal Waterway to the intersection of said centerline with the north boundary line of Section 18, Township 49 South, Range 43 East, the POINT OF BEGINNING.

**SUN-SENTINEL  
PUBLISHED DAILY  
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA  
BOCA RATON, PALM BEACH COUNTY, FLORIDA  
MIAMI, MIAMI DADE COUNTY, FLORIDA**

STATE OF FLORIDA  
COUNTY OF BROWARD/PALM BEACH/MIAMI DADE  
BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED

CHRIS BULL WHO, ON OATH, SAYS THAT HE/SHE IS A DULY AUTHORIZED REPRESENTATIVE OF THE CLASSIFIED DEPARTMENT OF THE SUN-SENTINEL, DAILY NEWSPAPER PUBLISHED IN BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA, AND THAT THE ATTACHED COPY OF ADVERTISEMENT, BEING A:

**NOTICE**

IN THE MATTER OF:

Fire Protection Services

IN THE CIRCUIT COURT, WAS PUBLISHED IN SAID NEWSPAPER IN THE ISSUES OF:

c, 11/14, s, 21, 28, 12/5

10136628

AFFIANT FURTHER SAYS THAT THE SAID SUN-SENTINEL IS A NEWSPAPER PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS HERETOFORE BEEN CONTINUOUSLY PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA, EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MATTER AT THE POST OFFICE IN FORT LAUDERDALE, IN SAID BROWARD COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF ATTACHED COPY OF ADVERTISEMENT; AND AFFIANT FURTHER SAYS THAT HE/SHE HAS NEITHER PAID, NOR PROMISED, ANY PERSON, FIRM, OR CORPORATION, ANY DISCOUNT, REBATE, COMMISSION, OR REFUND, FOR THE PURPOSE OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN SAID NEWSPAPER.

Chris Bull  
(SIGNATURE OF AFFIANT)

SWORN TO AND SUBSCRIBED BEFORE ME  
ON: 5<sup>th</sup> December, A.D. 2000

Tara L. Bezak  
(SIGNATURE OF NOTARY PUBLIC)



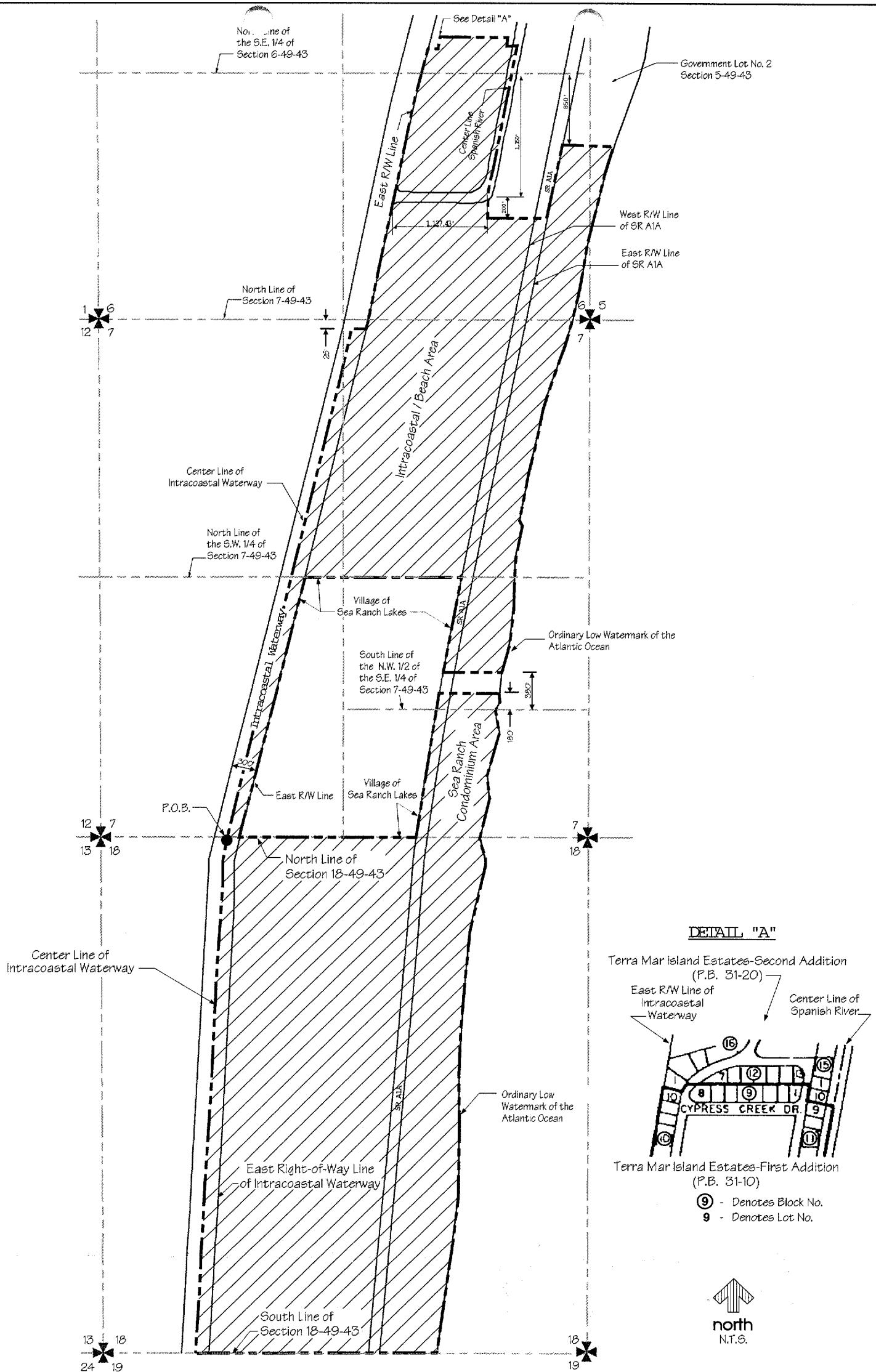
Tara L. Bezak  
MY COMMISSION # CC638935 EXPIRES  
July 20, 2001  
BONDED THRU TROY FAIN INSURANCE, INC.

(NAME OF NOTARY, TYPED, PRINTED, OR STAMPED)

PERSONALLY KNOWN  OR

PRODUCED IDENTIFICATION

**TOWN OF LAUDERDALE-BY-THE-SEA  
NOTICE OF INTENT  
TO USE UNIFORM METHOD FOR THE COLLECTION OF A NON-AD VALOREM TAX ASSESSMENT**  
The Town Commission of the Town of Lauderdale-By-The-Sea, Florida, hereby provides notice, pursuant to Section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied upon property within the municipal boundaries of the Town of Lauderdale-By-The-Sea for funding the cost of providing Fire Protection Services within the Town, commencing with the fiscal year beginning on October 1, 2001. The Town Commission will consider the adoption of a resolution stating its intent to use the uniform method of collecting non-ad valorem special assessments to be levied upon property within the municipal boundaries of the Town of Lauderdale-By-The-Sea for funding the cost of providing Fire Protection Services within the Town, commencing with the fiscal year beginning on October 1, 2001. In the Commission Chambers of Town Hall, located at 4501 Orange Blvd., Lauderdale-By-The-Sea, Florida 33309, a public hearing will be held at 7:00 p.m. on December 12, 2000. Anyone wishing to appeal any decision made by the Town Commission, with respect to this matter, will need a record of the proceeding and for such purpose may need to appear at the meeting. A copy of the proposed resolution may be obtained by contacting the Town Clerk at least five (5) days prior to the meeting (56 Fed. Reg 35721, Sec. 35.160(b)).  
Wendy Mathisen,  
Town Clerk  
Nov. 14, 21, 28, Dec. 5, 2000



I hereby certify the sketch and legal description made under my direction is true and correct to the best of my knowledge and belief. This sketch is a Graphic Description Only and does not represent a field survey. There are no monuments set in connection with the preparation of the information shown hereon.

*Walter H. Keller*  
12/4/00

Fla. Reg. Engineer No. 20703

**Lauderdale-by-the-Sea  
Town Boundaries**

**Walter H. Keller, Inc.**  
Consulting Engineers & Planners  
Coral Springs • Sewall's Point, Florida

DESIGNED BY: T.L.  
DRAWN BY: M.G.  
CHECKED BY: W.K.

DATE: November 29, 2000

Page 1 of 3

**Municipal Boundary Description for the  
Town of Lauderdale-By-The-Sea**

Beginning at the intersection of the south boundary line of Section 7, Township 49 South, Range 43 East with the centerline of the Intracoastal Waterway (Florida East Coast Canal), the POINT OF BEGINNING;

THENCE in a northerly direction along the centerline of the Intracoastal Waterway to the intersection of said centerline with a line located twenty-five (25) feet south of and parallel to the north line of Section 7, Township 49 South, Range 43 East;

THENCE in an easterly direction along a line located twenty-five (25) feet south of and parallel to the north line of said Section 7 to the intersection of said line with the east right-of-way line of the Intracoastal Waterway;

THENCE in a northerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of-way line with the southwest corner of Lot 1, Block 16 of TERRA MAR ISLAND ESTATES, SECOND ADDITION, as recorded in Plat Book 31, Page 20 of the Public Records of Broward County, Florida;

THENCE in an easterly direction along the south line of said Lot 1, Block 16 to the southeast corner of said Lot 1, Block 16;

THENCE in a northerly direction along the east line of said Lot 1, Block 16 to the intersection of said east line with the westerly extension of the south line of Block 12 of said TERRA MAR ISLAND ESTATES, SECOND ADDITION;

THENCE in an easterly direction along the westerly extension of the south line of said Block 12, along the south line of said Block 12 and along an easterly extension of said south line to the intersection of said extended line with the west line of Lot 1, Block 15 of said TERRA MAR ISLAND ESTATES, SECOND ADDITION;

THENCE in a southerly direction along the west line of Lot 1, Block 15 and along the west line of Lot 10, Block 11 of TERRA MAR ISLAND ESTATES, FIRST ADDITION as recorded in Plat Book 31, Page 10 of the Public Records of Broward County, Florida to the southwest corner of said Lot 10, Block 11;

THENCE in an easterly direction along the south line of said Lot 10, Block 11 and along an easterly extension of said south line to the intersection of said extended line with the centerline of Spanish River;

THENCE in a southerly direction along the centerline of the Spanish River to a point thirteen hundred and fifty (1,350) feet south of the north line of the Southeast One-Quarter (SE 1/4) of said Section 6, Township 49 South, Range 43 East;

THENCE in a southerly direction for two hundred (200) feet to a point on a line located fifteen hundred and fifty (1,550) feet south of and parallel to the north line of the Southeast One-Quarter (SE 1/4) of said Section 6, said point being eleven hundred, twenty-seven and forty-three-hundredths (1,127.43) feet east of the east right-of-way line of the Intracoastal Waterway;

THENCE in an easterly direction along the line located fifteen hundred and fifty (1,550) feet south of and parallel to said north line of the Southeast One-Quarter (SE 1/4) of said Section 6 to the intersection of said line with the east right-of-way line of State Road A-1-A;

THENCE in a northerly direction along the east right-of-way line of State Road A-1-A to the intersection of said east right-of-way line with a line located eight hundred and fifty (850) feet south of and parallel to the north line of the Southeast One-Quarter (SE 1/4) of said Section 6;

THENCE in an easterly direction along said parallel line and an easterly extension of said line, through Government Lot 2, Section 5, Township 49 South, Range 43 East to the intersection of said extended line with the Ordinary Low Watermark of the Atlantic Ocean;

THENCE in a southerly direction along the Ordinary Low Watermark of the Atlantic Ocean to the intersection of said Ordinary Low Watermark with a line located three hundred and eighty (380) feet north of and parallel to the south line of the Northeast One-Quarter (NE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 7, Township 49 South, Range 43 East;

THENCE in a westerly direction along said parallel line to the intersection of said line with the west right-of-way line of State Road A-1-A;

THENCE in a northerly direction along the west right-of-way line of State Road A-1-A to the intersection of said west right-of-way line with the north line of the Southeast One-Quarter (SE 1/4) of Section 7, Township 49 South, Range 43 East;

THENCE in a westerly direction along the north line of the Southeast One-Quarter (SE 1/4) and the Southwest One-Quarter (SW 1/4) of Section 7, Township 49 South, Range 43 East to the intersection of said north line with the east right-of-way line of the Intracoastal Waterway;

THENCE in a southerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of-way line with the south line of Section 7, Township 49 South, Range 43 East;

THENCE in an easterly direction along the south line of Section 7, Township 49 South, Range 43 East to the intersection of said south line with the west line of the right-of-way of State Road A-1-A;

THENCE in a northerly direction along the west line of the right-of-way of SR A-1-A to the intersection of said west line with a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N 1/2) of the Southeast One-Quarter (SE 1/4) of Section 7, Township 49 South, Range 43 East;

THENCE in an easterly direction along a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N 1/2) of the Southeast One-Quarter (SE 1/4) of Section 7, Township 49 South, Range 43 East to the intersection of said parallel line with the Ordinary Low Watermark of the Atlantic Ocean;

THENCE in a southerly direction along the Ordinary Low Watermark of the Atlantic Ocean to the intersection of said Ordinary Low Watermark with the south boundary line of Section 18, Township 49 South, Range 43 East;

THENCE in a westerly direction along the south boundary line of Section 18, Township 49 South, Range 43 East to the intersection of said south boundary line with the centerline of the right-of-way of the Intracoastal Waterway;

THENCE in a northerly direction along the centerline of the right-of-way of the Intracoastal Waterway to the intersection of said centerline with the north boundary line of Section 18, Township 49 South, Range 43 East, the POINT OF BEGINNING.



## Town Commission Agenda Item Report

**Meeting Date:** January 13, 2026

**Submitted By:** Jhanelle Campbell, Development Services Director

**Submitting Department:** Development Services

**Item Type:** Ordinance

**Agenda Section:** ORDINANCES 1st Reading

---

**Subject Title:** ORDINANCE 2026-01: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS, TO MODIFY REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

### **Explanation: Overview**

Staff is bringing forward the proposed Ordinance (**Exhibit 1**) as the first installment of a package of suggested changes to the Town Code that update outdated code language, resolve recurring permit conflicts, improve emergency response, and align our building regulations with state law. These changes have been developed in response to frequent issues raised by residents, contractors, and staff over the past year.

### **Waterside Numbering Amendments — Sec. 6-6 (Lines 34 - 49)**

In Lauderdale-By-The-Sea, many homes and businesses sit along canals, the Intracoastal Waterway, or directly on the beach. While their street numbers are easy to see from the road, they can be almost invisible from the water or the shoreline. When a marine patrol boat or fire rescue team is searching for the correct property from the waterside, every second matters, and it is important the public safety personnel be able to easily identify the correct property in emergency situations.

To address this, the proposed Ordinance adds some simple but important requirements:

1. Visibility from the Water or Beach
  - Properties facing waterways or the beach can be hard to identify from the water, especially at night or during emergencies.
  - Fire rescue, marine patrol, code enforcement, and even visiting boaters or contractors often approach from the waterside and need a quick way to confirm an address.
  - Requiring a conspicuous waterside street number ensures responders can find the correct property quickly, which could save lives or property.
2. Size and Contrast Requirements
  - Numbers must be at least four inches tall and ½-inch wide, mounted on a

- contrasting background so they can be read at a distance.
  - Placement must avoid obstruction by landscaping, docks, or railings, ensuring the numbers stay visible year-round.
3. Location Flexibility
- Property owners can mount the numbers on the waterside wall, dock face, railing, or another permanent structure most visible from the water or beach.
  - The Town's designee (e.g., the Building Official or Code Enforcement) can determine the best placement if there's any doubt, giving flexibility for different property layouts.
4. Backlit Numbers and Sea Turtle Protection
- For beachfront properties using backlit numbers, the lighting must comply with sea turtle lighting rules already adopted by the Town and enforced under state and federal guidelines.
  - These lighting standards are designed to prevent disorientation of nesting or hatchling turtles, which can be harmed by bright or improperly directed lights on beaches.

The proposed changes aim is to ensure emergency responders, code enforcement officers, and service crews locate properties quickly. This change is important because it will assist emergency response marine rescues, fire crews, and medical teams can lose valuable time when addresses aren't visible from the water. It also improves navigation for marine enforcement, service providers, and visitors, ensuring properties can be easily and correctly identified. By requiring backlit numbers on beachfront properties to follow sea turtle lighting rules, the amendment demonstrates the Town's commitment to environmental stewardship, protecting endangered turtles while maintaining visibility. Finally, it provides consistency with the existing streetside numbering rules, applying the same approach to the water adjacent properties.

**Fine Increases – Sec. 6-11 (Lines 54- 56)**

The proposed fine adjustments in Sec. 6-11 are designed to keep pace with the Town's rising costs of processing enforcement cases and to ensure that penalties remain meaningful. Over recent years, administrative expenses, staff inspections, follow-ups, hearing preparation, legal review, and case tracking have steadily increased, while fine amounts have remained static. As a result, the cost burden has increasingly shifted to the Town's taxpayers, and the deterrent effect of the fines has diminished.

Under the revision, the first violation penalty increases from \$100 to \$125, the second violation within 12 months rises from \$150 to \$175, and the third violation within 18 months increases from \$250 to \$275. These are modest, incremental adjustments that better reflect the administrative workload involved.

Importantly, this increase also incentivizes compliance by reinforcing that repeated violations will carry escalating consequences. By aligning fines with real enforcement costs and strengthening their deterrent effect, the Town can protect compliant property owners, promote timely adherence to regulations, and maintain a fair and sustainable code compliance program.

## **Sec. 6-12 – Time Limits for Completing Construction and Repair (Line 39- Line 85)**

Over the past several years, the Town has seen an increase in large renovation projects in single-family neighborhoods. While most property owners move quickly to complete their work, some projects have lingered well beyond a reasonable timeframe, leaving construction debris, dumpsters, and equipment in place for extended periods. These long-running projects disrupt neighbors' quality of life, create potential safety hazards, and can harm the appearance and character of residential streets.

The updated Sec. 6–12 responds to these concerns by reinforcing clear and enforceable time limits:

- 18 months for substantial improvements as defined by the Florida Building Code.
- Property owners may seek one extension of up to one year for extenuating circumstances, but they must apply before the deadline expires. The Special Magistrate will review the request in a public meeting after notifying neighbors within 400 feet, ensuring transparency and community input.

In addition, penalties for missed deadlines are modestly increased to better reflect the Town's cost of enforcement and to incentivize timely completion. This balanced approach gives responsible homeowners flexibility when unforeseen delays arise, while discouraging prolonged, unfinished projects that negatively affect surrounding properties.

By adopting these changes, the Town can better preserve the appearance, safety, and livability of its single-family neighborhoods while maintaining fairness and predictability for residents undertaking construction or renovations.

## **Association Authorization for Certain Permitted Work – Sec. 6-33 (Lines 89-148)**

The Town sometimes encounters situations where property owners within condominiums, HOAs, or planned unit developments begin permit applications or even construction without approval from their mandatory associations. These situations can cause issues between owners and boards after work has already started, placing staff in the middle of private governance conflicts and thus delaying projects.

While many owners voluntarily provide proof of HOA or COA approval, there has been no clear requirement in the Town Code to enforce this step. Without a defined rule, staff can only request cooperation, which weakens the permitting process and leaves the Town exposed when disputes arise. The attached Ordinance addresses the following issues:

- It requires written authorization from a mandatory HOA, COA, or PUD association before permits are issued for work affecting common areas, shared life-safety or utility systems, or exterior elements.
- For condominiums and HOAs, this also applies to work inside individual units, since even interior renovations can affect fire separations, plumbing stacks, or shared wiring.
- For PUDs, the requirement is limited to exterior work, recognizing the different nature of those developments.
- Voluntary associations are explicitly excluded, ensuring that neighborhoods without mandatory covenants are not burdened unnecessarily.
- Property owners who believe association approval is not required must sign an affidavit

certifying that exemption, keeping the process transparent and enforceable.

- Emergency permits remain available, but owners must submit the association's authorization within ten business days.

By including clear enforcement language allowing staff to withhold permits or issue stop-work orders, this section ensures the Town can uphold community standards without taking sides in private disputes. It prevents costly and disruptive conflicts, protects common property and shared systems, and keeps construction activity in HOA- and COA-governed communities orderly, safe, and fair for all residents.

### **Reference to Florida Statutes 553.791 (Alternative Plans Review and Inspection) – Sec. 6-33 (Lines 143-148)**

Florida Statute 553.791 (**Exhibit 2**), gives property owners the option to hire private providers to conduct plan reviews and inspections instead of using municipal staff. While the Town already follows the statute in practice, our Code does not clearly reference it. This creates occasional confusion for applicants, contractors, and even association boards about which rules apply.

Sec. 6-33 formally incorporates § 553.791 by reference, making it explicit that the Town recognizes and follows the state's procedures for alternative plans review and inspection. This improves transparency for applicants and ensures our permitting process is fully aligned with state law.

The proposed section also clarifies that choosing a private provider does not override the requirements in Sec. 6-32. Even when applicants use an outside reviewer or inspector, they must still provide HOA, COA, or PUD authorization when required. This prevents applicants from bypassing community approval simply by using a private provider and protects associations and neighbors from unapproved changes that could affect shared property or safety.

**Recommendation:** Staff recommends approval of Ordinance 2026- 01 on first reading.

#### **Exhibits:**

1. Business Impact Form for Ordinances 2026-01
2. Exhibit 1- Ord 2026-01-  
Sec. 6\_12. \_\_\_Time\_limits\_for\_completing\_construction\_and\_repair. JMC 1-8-26
3. Exhibit 2- Statutes & Constitution \_View Statutes \_ Online Sunshine



# Business Impact Estimate

*This form should be included in the “set for public hearing” agenda item for ordinances, and must be posted on the Town’s website by the time notice of the proposed ordinance is published.*

Ordinance title:

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank.

- The ordinance is required for compliance with federal or state law or regulation;
- The ordinance relates to the issuance or refinancing of debt;
- The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the Town;
- The ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  - b. Sections 190.005 and 190.046, regarding community development districts;
  - c. Section 553.73, relating to the Florida Building Code; or
  - d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Lauderdale-By-The-Sea:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the Town of Lauderdale-By-The-Sea's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any):

**ORDINANCE 2026-01**

**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 6, “BUILDINGS AND BUILDING REGULATIONS,” ARTICLE I, “IN GENERAL,” AND ARTICLE II, “BUILDING DEPARTMENT,” TO UPDATE AND CLARIFY CERTAIN BUILDING AND PERMIT REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission of the Town of Lauderdale-By-The-Sea, Florida (the “Town”) finds it periodically necessary to amend its Code of Ordinances (the “Town Code”) in order to update regulations and procedures to implement municipal goals and objectives; and

**WHEREAS**, the Town Commission finds that maintaining clear and coordinated building and permit regulations promotes public safety, orderly development, and efficient administration of the Florida Building Code and related local requirements; and

**WHEREAS**, the Town Council desires to amend Chapter 6, “Buildings and Building Regulations,” Article I, “In General,” and Article II, “Building Department,” of the Town Code of Ordinances to update and clarify certain building and permit requirements; and

**WHEREAS**, the Town Commission finds that this Ordinance is in the best interests of the Town and its residents.

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

**SECTION 1. Recitals.** The foregoing “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance.



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**Sec. 6-12. Time limits for completing construction and repair.**

(a) *Construction time limits.*

(1) *New construction and substantial improvement as defined by the Florida Building Code.*  
The construction of any new structure, substantial improvement of an existing structure or new addition to an existing structure shall be completed and all construction material, equipment and debris removed from the property within 18 months of the date of the issuance of the first building permit, unless otherwise provided in a Town development order or granted by the Town Commission prior to the issuance of the building permit.

\* \* \*

(b) *Request for extension.*

(1) When there are extenuating circumstances that will prohibit completion of construction, substantial improvement, repairs, or restoration within the time periods set forth above, the property owner may file with the Development Services Department a one-time request for extension of time prior to the expiration of the construction deadline. No extension shall be accepted after the construction time limit has expired.

\* \* \*

(c) Penalty for violation of this section of the Code shall be as follows:

- (1) Each day of violation, day 1—30.....~~\$50.00~~ \$75.00
- (2) Each day of violation, day 31—60.....~~\$75.00~~ \$100.00
- (3) Each day of violation, day 61 or greater.....~~\$100.00~~ \$150.00

\* \* \*

**Secs. 6-13—6-30. Reserved.**

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**ARTICLE II. BUILDING DEPARTMENT**

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**~~Sec. 6-33.~~ Sec. 6-33. Association Authorization for Certain Permit Work**

(a) *Purpose and intent.* To ensure coordination between individual property owners and their mandatory homeowners’ or condominium associations or planned unit development (PUD) associations when proposed work may affect common property, building exteriors, or shared systems.

94 (b) Definitions.

95 (1) Association means a mandatory homeowners' association (HOA), condominium  
 96 association (COA), or a master/sub-association governing a PUD that is legally  
 97 empowered to regulate or approve improvements under recorded covenants.

98 (2) Voluntary association means a neighborhood or civic association membership in which is  
 99 not mandatory and which does not have recorded covenants giving it regulatory approval  
 100 authority. Voluntary associations are not subject to this section.

101 (3) Common elements/common areas means all portions of property that are maintained,  
 102 operated, or controlled by an Association under recorded governing documents,  
 103 including, without limitation, building structures, exterior walls, roofs, corridors,  
 104 stairwells, lobbies, shared mechanical, electrical, plumbing, or fire protection systems,  
 105 site amenities, and other shared facilities.

106 (c) Applicability. This subsection applies only to properties within developments subject to a  
 107 mandatory Association as defined in Sec. 6-33(b). This subsection does not apply to  
 108 properties in areas where an HOA or similar group exists solely on a voluntary basis.

109 (d) Authorization required prior to permit issuance.

110 No permit shall be issued for:

111 (1) Work within or affecting common elements/common areas;

112 (2) Exterior work;

113 (3) Work connecting to or altering shared life-safety, structural, mechanical, electrical,  
 114 plumbing, fire protection, or utility systems serving more than one unit or lot; or

115 (4) Any work that the recorded covenants of a mandatory Association require to be approved  
 116 by that Association, unless the Building Official receives prior written authorization from  
 117 the Association.

118 (e) Form of authorization.

119 (1) Authorization shall be a signed letter, form, or email from a duly authorized Association  
 120 representative (e.g., board officer or licensed community association manager) on Association  
 121 letterhead or from an Association-managed email account, identifying:

122 a. Property address and unit/lot;

123 b. Permit scope and plans by title/date; and

124 c. Any conditions imposed by the Association, if applicable.

125 (2) Architectural review and approval that clearly references the proposed scope and address  
 126 is also required for properties falling under the requirements of Town Code Section 30-51.

127 (3) The Building Official may require evidence of the representative's authority.

128 (f) Applicant certification. For all other permit applications within an Association-governed  
 129 property not captured by subsection (d), the applicant shall submit an affidavit certifying

130 either (i) the work does not affect common elements/exteriors/shared systems, or (ii)  
 131 Association approval is not required under the governing documents.

132 (g) Emergencies. In the event of an imminent threat to health, safety, or property, the Building  
 133 Official may authorize issuance of an emergency permit without prior Association  
 134 authorization. The permit holder shall submit the authorization required by subsection  
 135 (ewithin ten (10) business days, or the Building Official may suspend or revoke the permit.

136 (h) Administrative review; no determination of private rights. Town review under this section is  
 137 administrative in nature and limited to receipt of Association authorization or affidavit as  
 138 required. The Town does not interpret Association governing documents beyond confirming  
 139 that an authorization has been provided or an affidavit has been submitted.

140 (i) Enforcement. Failure to provide required authorization or affidavit is grounds to deem an  
 141 application incomplete, to withhold permit issuance, or to issue a stop-work order if work has  
 142 commenced.

143 (j) Reference to Florida Statutes § 553.791 (Alternative Plans Review and Inspection)

144 (a) Adoption by reference. Florida Statutes § 553.791 is adopted by reference and shall apply  
 145 to plan review and inspection procedures within this jurisdiction.

146 (b) Association authorization still required. Election of a private provider under § 553.791 does  
 147 not relieve an applicant of the obligations in Sec. 6-33 to obtain Association authorization  
 148 or submit the required affidavit.

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150 **SECTION 3. Codification.** This Ordinance shall be codified in accordance with the  
 151 foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall  
 152 become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the  
 153 sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be  
 154 changed to “section,” “article” or such other appropriate word or phrase in order to accomplish such  
 155 intentions.

156 **SECTION 4. Severability.** If any section, sentence, clause, or phrase of this Ordinance is  
 157 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall  
 158 in no way affect the validity of the remaining portions of this Ordinance.

159            **SECTION 5. Conflicting Ordinances.** All prior ordinances or resolutions or parts thereof  
160 in conflict herewith are hereby repealed to the extent of such conflict.

161            **SECTION 6. Effective Date.** This Ordinance shall become effective immediately upon  
162 passage on second reading.

163 Passed on the first reading, this \_\_\_\_ day of \_\_\_\_\_, 2026.

164 Passed on the second reading, this \_\_\_\_ day of \_\_\_\_\_, 2026.

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Mayor Edmund Malkoon

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First Reading

Second Reading

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Mayor Malkoon

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Vice-Mayor Strauss

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Commissioner Denapoli

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Commissioner Graziano

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Commissioner Pouloupoulos

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178 Attest:

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Courtney Easley, Acting Town Clerk

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(CORPORATE SEAL)

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186 Approved as to form:

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Town Attorney, Susan L. Trevarthen

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Select Year:

## The 2025 Florida Statutes

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<a href="#">Title XXXIII</a>	<a href="#">Chapter 553</a>	<a href="#">View Entire Chapter</a>
REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS	BUILDING CONSTRUCTION STANDARDS	

### **553.791 Alternative plans review and inspection.—**

(1) As used in this section, the term:

(a) “Applicable codes” means the Florida Building Code and any local technical amendments to the Florida Building Code but does not include the applicable minimum fire prevention and firesafety codes adopted pursuant to chapter 633.

(b) “Audit” means the process to confirm that the building code inspection services have been performed by the private provider, including ensuring that the required affidavit for the plan review has been properly completed and submitted with the permit documents and that the minimum mandatory inspections required under the building code have been performed and properly recorded. The local building official may not replicate the plan review or inspection being performed by the private provider, unless expressly authorized by this section.

(c) “Building” means any construction, erection, alteration, demolition, or improvement of, or addition to, any structure or site work for which permitting by a local enforcement agency is required.

(d) “Building code inspection services” means those services described in s. [468.603](#)(5) and (8) involving the review of building plans as well as those services involving the review of site plans and site work engineering plans or their functional equivalent, to determine compliance with applicable codes and those inspections required by law, conducted either in person or virtually, of each phase of construction for which permitting by a local enforcement agency is required to determine compliance with applicable codes.

(e) “Deliver” or “delivery” means any method of delivery used in conventional business or commercial practice, including delivery by electronic transmissions.

(f) “Duly authorized representative” means an agent of the private provider identified in the permit application who reviews plans or performs inspections as provided by this section and who is licensed as an engineer under chapter 471 or as an architect under chapter 481 or who holds a standard or provisional certificate under part XII of chapter 468. A duly authorized representative who only holds a provisional certificate under part XII of chapter 468 must be under the direct supervision of a person licensed as a building code administrator under part XII of chapter 468.

(g) “Electronic signature” means any letters, characters, or symbols manifested by electronic or similar means which are executed or adopted by a party with an intent to authenticate a writing or record.

(h) “Electronic transmission” or “submitted electronically” means any form or process of communication not directly involving the physical transfer of paper or another tangible medium which is suitable for the retention, retrieval, and reproduction of information by the recipient and is retrievable in paper form by the receipt through an automated process. All notices provided for in this section may be transmitted electronically and shall have the same legal effect as if physically posted or mailed.

(i) “Electronically posted” means providing notices of decisions, results, or records, including inspection records, through the use of a website or other form of electronic communication used to transmit or display information.

(j) “Immediate threat to public safety and welfare” means a building code violation that, if allowed to persist, constitutes an immediate hazard that could result in death, serious bodily injury, or significant property damage.

This paragraph does not limit the authority of the local building official to issue a Notice of Corrective Action at any time during the construction of a building project or any portion of such project if the official determines that a condition of the building or portion thereof may constitute a hazard when the building is put into use following completion as long as the condition cited is shown to be in violation of the building code or approved plans.

(k) “Local building official” means the individual within the governing jurisdiction responsible for direct regulatory administration or supervision of plans review, enforcement, and inspection of any construction, erection, alteration, demolition, or substantial improvement of, or addition to, any structure for which permitting is required to indicate compliance with applicable codes and includes any duly authorized designee of such person.

(l) “Permit application” means a properly completed and submitted application for the requested building or construction permit, including:

1. The plans reviewed by the private provider, or in the case of a single-trade plans review where a private provider uses an automated or software-based plans review system pursuant to subsection (6), the information reviewed by the automated or software-based plans review system to determine compliance with one or more applicable codes.
2. The affidavit from the private provider required under subsection (6).
3. Any applicable fees.
4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(m) “Plans” means building plans, site engineering plans, or site plans, or their functional equivalent, submitted by a fee owner or fee owner’s contractor to a private provider or duly authorized representative for review.

(n) “Private provider” means a person licensed as a building code administrator under part XII of chapter 468, as an engineer under chapter 471, or as an architect under chapter 481. For purposes of performing inspections under this section for additions and alterations that are limited to 1,000 square feet or less to residential buildings, the term “private provider” also includes a person who holds a standard certificate under part XII of chapter 468.

(o) “Private provider firm” means a business organization, including a corporation, partnership, business trust, or other legal entity, which offers services under this chapter to the public through licensees who are acting as agents, employees, officers, or partners of the firm. A person who is licensed as a building code administrator under part XII of chapter 468, an engineer under chapter 471, or an architect under chapter 481 may act as a private provider for an agent, employee, or officer of the private provider firm.

(p) “Request for certificate of occupancy or certificate of completion” means a properly completed and executed application for:

1. A certificate of occupancy or certificate of completion.
2. A certificate of compliance from the private provider required under subsection (13).
3. Any applicable fees.
4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(q) “Single-trade inspection” or “single-trade plans review” means any inspection or plans review focused on a single construction trade, such as plumbing, mechanical, or electrical. The term includes, but is not limited to, inspections or plans reviews of door or window replacements; fences and block walls more than 6 feet high from the top of the wall to the bottom of the footing; stucco or plastering; reroofing with no structural alteration; solar energy and energy storage installations or alterations; HVAC replacements; ductwork or fan replacements; alteration or installation of wiring, lighting, and service panels; water heater changeouts; sink replacements; and repiping.

(r) “Site work” means the portion of a construction project that is not part of the building structure, including, but not limited to, grading, excavation, landscape irrigation, and installation of driveways.

(s) “Stop-work order” means the issuance of any written statement, written directive, or written order which states the reason for the order and the conditions under which the cited work will be permitted to resume.

(2)(a) Notwithstanding any other law or local government ordinance or local policy, the fee owner of a building or structure, or the fee owner's contractor upon written authorization from the fee owner, may choose to use a private provider to provide building code inspection services with regard to such building or structure and may make payment directly to the private provider for the provision of such services. All such services shall be the subject of a written contract between the private provider, or the private provider's firm, and the fee owner or the fee owner's contractor, upon written authorization of the fee owner. The fee owner may elect to use a private provider to provide plans review or required building inspections, or both. However, if the fee owner or the fee owner's contractor uses a private provider to provide plans review, the local building official, in his or her discretion and pursuant to duly adopted policies of the local enforcement agency, may require the fee owner or the fee owner's contractor to use a private provider to also provide required building inspections.

(b) If an owner or contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must reduce the permit fee by the amount of cost savings realized by the local enforcement agency for not having to perform such services. Such reduction may be calculated on a flat fee or percentage basis, or any other reasonable means by which a local enforcement agency assesses the cost for its plans review or inspection services. The local jurisdiction may not charge fees for building inspections if the fee owner or contractor hires a private provider to perform such services; however, the local jurisdiction may charge a reasonable administrative fee, which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the local jurisdiction or attributable to the local jurisdiction for the clerical and supervisory assistance required, or both.

(c) If an owner or a contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must provide equal access to all permitting and inspection documents and reports to the private provider, owner, and contractor if such access is provided by software that protects exempt records from disclosure.

(3) A private provider and any duly authorized representative may only perform building code inspection services that are within the disciplines covered by that person's licensure or certification under chapter 468, chapter 471, or chapter 481, including single-trade inspections. A private provider may not provide building code inspection services pursuant to this section upon any building designed or constructed by the private provider or the private provider's firm.

(4) A fee owner or the fee owner's contractor using a private provider to provide building code inspection services shall notify the local building official in writing at the time of permit application, or by 2 p.m. local time, 2 business days before the first scheduled inspection by the local building official or building code enforcement agency that a private provider has been contracted to perform the required inspections of construction under this section, including single-trade inspections, on a form to be adopted by the commission. This notice shall include the following information:

(a) The services to be performed by the private provider.

(b) The name, firm, address, telephone number, and e-mail address of each private provider who is performing or will perform such services, his or her professional license or certification number, qualification statements or resumes, and, if required by the local building official, a certificate of insurance demonstrating that professional liability insurance coverage is in place for the private provider's firm, the private provider, and any duly authorized representative in the amounts required by this section.

(c) An acknowledgment from the fee owner or the fee owner's contractor in substantially the following form:

I have elected to use one or more private providers to provide building code plans review and/or inspection services on the building or structure that is the subject of the enclosed permit application, as authorized by s. [553.791](#), Florida Statutes. I understand that the local building official may not review the plans submitted or perform the required building inspections to determine compliance with the applicable codes, except to the extent specified in said law. Instead, plans review and/or required building inspections will be performed by licensed or certified personnel identified in the application. The law requires minimum insurance requirements for such personnel, but I understand that I may require more insurance to protect my interests. By executing

this form, I acknowledge that I have made inquiry regarding the competence of the licensed or certified personnel and the level of their insurance and am satisfied that my interests are adequately protected. I agree to indemnify, defend, and hold harmless the local government, the local building official, and their building code enforcement personnel from any and all claims arising from my use of these licensed or certified personnel to perform building code inspection services with respect to the building or structure that is the subject of the enclosed permit application.

If the fee owner or the fee owner's contractor makes any changes to the listed private providers or the services to be provided by those private providers, the fee owner or the fee owner's contractor shall, within 1 business day after any change or within 2 business days before the next scheduled inspection, update the notice to reflect such changes. A change of a duly authorized representative named in the permit application does not require a revision of the permit, and the building code enforcement agency shall not charge a fee for making the change.

(5) After construction has commenced and if either the local building official is unable to provide inspection services in a timely manner or the work subject to inspection is related to a single-trade inspection for a single-family or two-family dwelling, the fee owner or the fee owner's contractor may elect to use a private provider to provide inspection services by notifying the local building official of the owner's or contractor's intention to do so by 2 p.m. local time, 2 business days before the next scheduled inspection using the notice provided for in paragraphs (4)(a)-(c).

(6) A private provider performing plans review under this section shall review the plans to determine compliance with the applicable codes. For single-trade plans reviews, a private provider may use an automated or software-based plans review system designed to determine compliance with one or more applicable codes, including, but not limited to, the National Electrical Code and the Florida Building Code. Upon determining that the plans reviewed comply with the applicable codes, the private provider shall prepare an affidavit or affidavits certifying, under oath, that the following is true and correct to the best of the private provider's knowledge and belief:

(a) The plans were reviewed by the affiant, who is duly authorized to perform plans review pursuant to this section and holds the appropriate license or certificate.

(b) The plans comply with the applicable codes.

Such affidavit may bear a written or electronic signature and may be submitted electronically to the local building official.

(7)(a) No more than 20 business days, or if the permit application is related to a single-trade plans review for a single-family or two-family dwelling, no more than 5 business days, after receipt of a permit application and the affidavit from the private provider required pursuant to subsection (6), the local building official shall issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections. If the local building official does not provide a written notice of the plan deficiencies within the prescribed time period, the permit application must be deemed approved as a matter of law, and the permit must be issued by the local building official on the next business day.

(b) If the local building official provides a written notice of plan deficiencies to the permit applicant within the prescribed time period, the time period is tolled pending resolution of the matter. To resolve the plan deficiencies, the permit applicant may elect to dispute the deficiencies pursuant to subsection (15) or to submit revisions to correct the deficiencies.

(c) If the permit applicant submits revisions, the local building official has the remainder of the tolled time period plus 5 business days after the date of resubmittal to issue the requested permit or to provide a second written notice to the permit applicant stating which of the previously identified plan features remain in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections. Any subsequent review by the local building official is limited to the deficiencies cited in the written notice. If the local

building official does not provide the second written notice within the prescribed time period, the permit must be deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(d) If the local building official provides a second written notice of plan deficiencies to the permit applicant within the prescribed time period, the permit applicant may elect to dispute the deficiencies pursuant to subsection (15) or to submit additional revisions to correct the deficiencies. For all revisions submitted after the first revision, the local building official has an additional 5 business days after the date of resubmittal to issue the requested permit or to provide a written notice to the permit applicant stating which of the previously identified plan features remain in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections.

(8) A private provider performing required inspections under this section shall inspect each phase of construction as required by the applicable codes. Such inspection, including a single-trade inspection, may be performed in person or virtually. The private provider may have a duly authorized representative perform the required inspections, provided all required reports are prepared by and bear the written or electronic signature of the private provider or the private provider's duly authorized representative. The duly authorized representative must be an employee of the private provider entitled to receive reemployment assistance benefits under chapter 443. The contractor's contractual or legal obligations are not relieved by any action of the private provider.

(9) A private provider performing required inspections under this section shall provide notice to the local building official of the approximate date and time of any such inspection. The local building official may not prohibit the private provider from performing any inspection outside the local building official's normal operating hours, including after hours, weekends, or holidays. The local building official may visit the building site as often as necessary to verify that the private provider is performing all required inspections. A deficiency notice must be posted by the private provider, the duly authorized representative of the private provider, or the building department whenever a noncomplying item related to the building code or the permitted documents is found. Such notice may be physically posted at the job site or electronically posted. After corrections are made, the item must be reinspected by the private provider or representative before being concealed. Reinspection or reaudit fees shall not be charged by the local jurisdiction as a result of the local jurisdiction's audit inspection occurring before the performance of the private provider's inspection or for any other administrative matter not involving the detection of a violation of the building code or a permit requirement.

(10) If the private provider is a person licensed as an engineer under chapter 471 or an architect under chapter 481 and affixes his or her professional seal to the affidavit required under subsection (6), the local building official must issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections, within 10 business days after receipt of the permit application and affidavit. In such written notice, the local building official must provide with specificity the plan's deficiencies, the reasons the permit application failed, and the applicable codes being violated. If the local building official does not provide specific written notice to the permit applicant within the prescribed 10-day period, the permit application is deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(11) If equipment replacements and repairs must be performed in an emergency situation, subject to the emergency permitting provisions of the Florida Building Code, a private provider may perform emergency inspection services without first notifying the local building official pursuant to subsection (9). A private provider must conduct the inspection within 3 business days after being contacted to conduct an emergency inspection and must submit the inspection report to the local building official within 1 day after the inspection is completed.

(12) Upon completing the required inspections at each applicable phase of construction, the private provider shall record such inspections on a form acceptable to the local building official. The form must bear the written or electronic signature of the provider or the provider's duly authorized representative. These inspection records shall reflect those inspections required by the applicable codes of each phase of construction for which permitting by a local enforcement agency is required. The private provider, upon completion of the required inspection, shall post each completed inspection record, indicating pass or fail, and provide the record to the local building official within 2 business days. Such inspection record may be electronically posted by the private provider, or the private

provider may post such inspection record physically at the project site. The private provider may electronically transmit the record to the local building official. The local building official may waive the requirement to provide a record of each inspection within 2 business days if the record is electronically posted or posted at the project site and all such inspection records are submitted with the certificate of compliance. Unless the records have been electronically posted, records of all required and completed inspections shall be maintained at the building site at all times and made available for review by the local building official. The private provider shall report to the local enforcement agency any condition that poses an immediate threat to public safety and welfare.

(13) Upon completion of all required inspections, the private provider shall prepare a certificate of compliance, on a form acceptable to the local building official, summarizing the inspections performed and including a written representation, under oath, that the stated inspections have been performed and that, to the best of the private provider's knowledge and belief, the building construction inspected complies with the approved plans and applicable codes. The statement required of the private provider shall be substantially in the following form and shall be signed and sealed by a private provider as established in subsection (1) or may be electronically transmitted to the local building official:

To the best of my knowledge and belief, the building components and site improvements outlined herein and inspected under my authority have been completed in conformance with the approved plans and the applicable codes.

(14)(a) No more than 10 business days, or if the permit is related to single-family or two-family dwellings then no more than 2 business days, after receipt of a request for a certificate of occupancy or certificate of completion and the applicant's presentation of a certificate of compliance and approval of all other government approvals required by law, including the payment of all outstanding fees, the local building official shall issue the certificate of occupancy or certificate of completion or provide a notice to the applicant identifying the specific deficiencies, as well as the specific code chapters and sections.

(b) If the local building official does not provide notice of the deficiencies within the applicable time periods under paragraph (a), the request for a certificate of occupancy or certificate of completion is automatically granted and deemed issued as of the next business day. The local building official must provide the applicant with the written certificate of occupancy or certificate of completion within 10 days after it is automatically granted and issued. To resolve any identified deficiencies, the applicant may elect to dispute the deficiencies pursuant to subsection (15) or to submit a corrected request for a certificate of occupancy or certificate of completion.

(15) If the local building official determines that the building construction or plans do not comply with the applicable codes, the official may deny the permit or request for a certificate of occupancy or certificate of completion, as appropriate, or may issue a stop-work order for the project or any portion thereof as provided by law, if the official determines that the noncompliance poses an immediate threat to public safety and welfare, subject to the following:

(a) The local building official shall be available to meet with the private provider within 2 business days to resolve any dispute after issuing a stop-work order or providing notice to the applicant denying a permit or request for a certificate of occupancy or certificate of completion.

(b) If the local building official and private provider are unable to resolve the dispute, the matter shall be referred to the local enforcement agency's board of appeals, if one exists, which shall consider the matter at its next scheduled meeting or sooner. Any decisions by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter.

(c) Notwithstanding any provision of this section, any decisions regarding the issuance of a building permit, certificate of occupancy, or certificate of completion may be reviewed by the local enforcement agency's board of appeals, if one exists. Any decision by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter, which shall consider the matter at the commission's next scheduled meeting.

(16) For the purposes of this section, any notice to be provided by the local building official shall be deemed to be provided to the person or entity when successfully transmitted to the e-mail address listed for that person or entity in the permit application or revised permit application, or, if no e-mail address is stated, when actually received by that person or entity.

(17)(a) A local enforcement agency, local building official, or local government may not adopt or enforce any laws, rules, procedures, policies, qualifications, or standards more stringent than those prescribed by this section.

(b) A local enforcement agency, local building official, or local government may establish, for private providers, private provider firms, and duly authorized representatives working within that jurisdiction, a system of registration to verify compliance with the licensure requirements of paragraph (1)(n) and the insurance requirements of subsection (18).

(c) This section does not limit the authority of the local building official to issue a stop-work order for a building project or any portion of the project, as provided by law, if the official determines that a condition on the building site constitutes an immediate threat to public safety and welfare.

(18) A private provider may perform building code inspection services on a building project under this section only if the private provider maintains insurance for professional liability covering all services performed as a private provider. Such insurance shall have minimum policy limits of \$1 million per occurrence and \$2 million in the aggregate for any project with a construction cost of \$5 million or less and \$2 million per occurrence and \$4 million in the aggregate for any project with a construction cost of over \$5 million. Nothing in this section limits the ability of a fee owner to require additional insurance or higher policy limits. For these purposes, the term “construction cost” means the total cost of building construction as stated in the building permit application. If the private provider chooses to secure claims-made coverage to fulfill this requirement, the private provider must also maintain coverage for a minimum of 5 years subsequent to the performance of building code inspection services. The insurance required under this subsection shall be written only by insurers authorized to do business in this state with a minimum A.M. Best’s rating of A. Before providing building code inspection services within a local building official’s jurisdiction, a private provider must provide to the local building official a certificate of insurance evidencing that the coverages required under this subsection are in force.

(19) When performing building code inspection services, a private provider is subject to the disciplinary guidelines of the applicable professional board with jurisdiction over his or her license or certification under chapter 468, chapter 471, or chapter 481. All private providers shall be subject to the disciplinary guidelines of s. 468.621(1)(c)-(h). Any complaint processing, investigation, and discipline that arise out of a private provider’s performance of building code inspection services shall be conducted by the applicable professional board.

(20) A local building code enforcement agency may not audit the performance of building code inspection services by private providers operating within the local jurisdiction until the agency has created standard operating private provider audit procedures for the agency’s internal inspection and review staff, which includes, at a minimum, the private provider audit purpose and scope, private provider audit criteria, an explanation of private provider audit processes and objections, and detailed findings of areas of noncompliance. Such private provider audit procedures must be publicly available online, and a printed version must be readily accessible in agency buildings. The private provider audit results of staff for the prior two quarters also must be publicly available. The agency’s audit processes must adhere to the agency’s posted standard operating audit procedures. The same private provider or private provider firm may not be audited more than four times in a year unless the local building official determines a condition of a building constitutes an immediate threat to public safety and welfare, which must be communicated in writing to the private provider or private provider firm. Work on a building or structure may proceed after inspection and approval by a private provider. The work may not be delayed for completion of an inspection audit by the local building code enforcement agency.

(21) The local government, the local building official, and their building code enforcement personnel shall be immune from liability to any person or party for any action or inaction by a fee owner of a building, or by a private provider or its duly authorized representative, in connection with building code inspection services as authorized in this act.

(22) Notwithstanding any other law, a county, a municipality, a school district, or an independent special district may use a private provider to provide building code inspection services for a public works project, an improvement, a building, or any other structure that is owned by the county, municipality, school district, or independent special district.

**History.**—s. 17, ch. 2002-293; s. 106, ch. 2005-2; s. 11, ch. 2005-147; s. 1, ch. 2005-216; s. 6, ch. 2006-65; s. 6, ch. 2007-187; s. 141, ch. 2008-4; s. 77, ch. 2012-30; s. 7, ch. 2017-149; s. 12, ch. 2019-86; s. 14, ch. 2019-165; s. 132, ch. 2020-2; s. 20, ch. 2020-27; s. 4, ch. 2021-201; s. 50, ch. 2022-4; s. 4, ch. 2022-136; s. 4, ch. 2024-191; s. 8, ch. 2025-140.

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## Town Commission Agenda Item Report

**Meeting Date:** January 13, 2026

**Submitted By:** Jhanelle Campbell, Development Services Director

**Submitting Department:** Development Services

**Item Type:** Ordinance

**Agenda Section:** ORDINANCES 1st Reading

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### Subject Title:

Ordinance 2026-02: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE V, "ZONING," DIVISION 2 "DISTRICTS," "SUBDIVISION I. – RM-25 DISTRICT REGULATIONS," "SUBDIVISION M.- B-1 DISTRICT REGULATIONS," AND "SUBDIVISION Q.- SUPPLEMENTAL REGULATIONS" OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

### Explanation:

#### Purpose

The Planning & Zoning Board reviewed proposed Ordinance 2026-02 (**Exhibit 1**), which amends multiple sections of Chapter 30 (Unified Land Development Regulations) to improve mixed-use development standards, correct and clarify code language, and remove unintended regulatory barriers within the B-1 and RM-25 zoning districts.

#### Background

At its October 14, 2025 meeting (**Exhibit 2**), the Town Commission directed staff to prepare amendments to:

- Remove outdated or inconsistent development standards;
- Improve clarity, predictability, and flexibility to support reinvestment; and
- Align zoning regulations with existing land use patterns and contemporary redevelopment practices.

Ordinance 2026-02 implements this direction through targeted, policy-driven updates.

## **Key Amendments Reviewed**

### **1. B-1 Mixed-Use Regulations**

- Corrects a scrivener's error referencing the B-1 zoning district.
- Removes the 250-foot Commercial Boulevard limitation for mixed-use projects, which had created arbitrary distinctions between similarly situated properties.
- Retains the 50% residential floor area cap but allows the Town Commission to approve additional residential area on a case-by-case basis, subject to findings related to commercial viability, compatibility, parking, infrastructure, and design quality.

### **2. RM-25 Redevelopment Criteria**

- Revises language related to Bougainvillea Drive frontage to remove unintended redevelopment constraints on properties adjacent to higher-intensity uses.
- Establishes a clear height standard of up to three stories and 33 feet, consistent with Florida Building Code allowances and Town Charter limitations.

### **3. Fencing, Walls, and Hedges**

- Clarifies how fence height is measured in elevated construction scenarios to avoid privacy, safety, and interpretation conflicts caused by flood-related grade changes.
- Prohibits fence connections that would result in height violations.

### **4. Drainage and Parking Surface Standards**

- Updates drainage provisions to reflect longstanding Town Engineer practice.
- Clarifies that drainage plans are required only when parking areas or impervious surfaces are increased, not for routine resurfacing or restriping.

## **Conclusion**

The amendments provide greater clarity and consistency while preserving Town Commission oversight, particularly with respect to flexibility in mixed-use residential floor area above the 50 percent baseline.

At its December 10, 2025 meeting, the Planning & Zoning Board reviewed Ordinance 2026-02 (**Exhibit 3**) and recommended approval of the ordinance as written.

## **Recommendation:**

## **STAFF RECOMMENDATION**

Staff recommends the Town Commission approve Ordinance 2026-02 as presented.

If the Town Commission seeks refinement of any specific section (e.g., a numerical cap on residential floor area above 50%), suggested alternatives can be prepared for insertion prior to second reading.

### **Exhibits:**

1. Business Impact Form for Ordinances 2026-02
2. Exhibit 1-2026-02 Revised Redline Draft Chapter 30 Ordinance 1-7-26 -2
3. Exhibit 2 - Town Commission 10.14.25 Minutes
4. Exhibit 3 - Unapproved PZB 12.10.25 Minutes



## Business Impact Estimate

*This form should be included in the "set for public hearing" agenda item for ordinances, and must be posted on the Town's website by the time notice of the proposed ordinance is published.*

Ordinance title:

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank.

- The ordinance is required for compliance with federal or state law or regulation;
- The ordinance relates to the issuance or refinancing of debt;
- The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the Town;
- The ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
  - b. Sections 190.005 and 190.046, regarding community development districts;
  - c. Section 553.73, relating to the Florida Building Code; or
  - d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Lauderdale-By-The-Sea:

3. Estimate of direct compliance costs that businesses may reasonably incur:

4. Any new charge or fee imposed by the proposed ordinance:

5. Estimate of the Town of Lauderdale-By-The-Sea's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

7. Additional information (if any):

**Exhibit 1**  
**First Reading Version**

**Ordinance 2026-02**

1           **AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-**  
2           **THE-SEA, FLORIDA, AMENDING CHAPTER 30 “UNIFIED**  
3           **LAND DEVELOPMENT REGULATIONS,” ARTICLE V,**  
4           **“ZONING,” DIVISION 2 “DISTRICTS,” “SUBDIVISION I. –**  
5           **RM-25 DISTRICT REGULATIONS,” “SUBDIVISION M.- B-**  
6           **1 DISTRICT REGULATIONS,” AND “SUBDIVISION Q.-**  
7           **SUPPLEMENTAL REGULATIONS” OF THE TOWN’S**  
8           **CODE OF ORDINANCES; PROVIDING FOR**  
9           **CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR**  
10           **AN EFFECTIVE DATE.**

11  
12           **WHEREAS,** the Town of Lauderdale-By-The-Sea (the “Town”) finds it periodically  
13 necessary to amend its Code of Ordinances (the “Town Code”) to update regulations and  
14 procedures to implement municipal goals and objectives; and

15           **WHEREAS,** Town staff has reviewed Chapter 30, “Unified Land Development  
16 Regulations,” of the Town Code and identified several provisions that should be amended to  
17 correct errors, clarify intent, and ensure consistency; and

18           **WHEREAS,** Town staff has identified a scrivener’s error in Section 30-271, “B-1  
19 district—Business,” of the Town Code, which incorrectly references the Neighborhood Business  
20 (B-1-A) zoning district instead of the Business (B-1) zoning district, and the Town Commission  
21 seeks to correct this error to ensure accuracy and consistency; and

22           **WHEREAS,** the Town’s Code currently permits mixed-use development on B-1 zoned  
23 parcels with a commercial land use designation under the Broward County Land Use Plan only  
24 when such parcels are located within 250 feet of Commercial Boulevard, a limitation that has  
25 created inconsistencies and unnecessary barriers contrary to the Town’s established development  
26 pattern and the original intent to focus mixed-use activity along the Commercial Boulevard  
27 corridor; and

**Exhibit 1**  
**First Reading Version**

**Ordinance 2026-02**

28           **WHEREAS**, the Town Commission seeks to remove this requirement to ensure  
29 consistency within the Code and to support appropriate mixed-use development; and

30           **WHEREAS**, the Town’s Code currently limits the residential floor area of a mixed-use  
31 development to no more than 50 percent of the building’s gross floor area, a standard originally  
32 adopted to ensure that mixed-use projects maintain a balanced character and that commercial  
33 activity continues to define the Town’s business corridors; and

34           **WHEREAS**, the Town Commission finds it appropriate to allow flexibility in this standard  
35 by permitting additional residential floor area on a case-by-case basis, when a project provides  
36 adequate commercial frontage along the primary street, remains consistent with the purpose and  
37 intent of the mixed-use regulations, ensures compatibility with surrounding properties, does not  
38 negatively impact parking, traffic, or public infrastructure, enhances the architectural and  
39 streetscape character of the area, and complies with all other applicable development standards;  
40 and

41           **WHEREAS**, Section 30-242, “RM-25 district—Regulations for the redevelopment of  
42 existing lots of 60 feet in width or less in the RM-25 districts south of Pine Avenue,” of the Town  
43 Code, was originally intended to protect the character of small, older lots south of Pine Avenue;  
44 and

45           **WHEREAS**, the clause “or fronting on Bougainvilla Drive that existed as of September  
46 13, 2000” created an unintended barrier to reasonable expansion for properties along Bougainvilla  
47 Drive, even though these parcels abut some of the Town’s most dense and active multifamily and

**Exhibit 1**  
**First Reading Version**

**Ordinance 2026-02**

48 commercial areas, resulting in a restriction that is inconsistent with surrounding development  
49 patterns and ongoing redevelopment in the Town; and

50           **WHEREAS**, the Town Commission therefore finds it necessary to amend Section 30-242  
51 to clarify its scope by replacing the phrase “or” and inserting “and not” so that the regulations  
52 apply only to parcels west of, and not fronting on, Bougainville Drive; and

53           **WHEREAS**, during the same review of Chapter 30, Town staff evaluated additional site  
54 development standards to ensure consistency in application throughout the Town, including  
55 regulations governing fences, walls, and hedges, and determined that certain provisions no longer  
56 align with current safety practices, planning objectives, or the needs of existing development  
57 patterns; and

58           **WHEREAS**, the Town Commission finds it necessary to amend the fence, wall, and hedge  
59 regulations to clarify that height measurements are based solely on the natural contour of the  
60 ground and to ensure consistent application of maximum height limits; and

61           **WHEREAS**, the Town Commission further finds that adding a provision prohibiting the  
62 connection of fences or walls to adjoining fence or wall systems when such connection would  
63 result in a structure exceeding the allowable height is necessary to maintain uniformity, prevent  
64 unintended height increases, and uphold the intent of the Town’s development standards; and

65           **WHEREAS**, as part of this comprehensive review of Chapter 30, Town staff also  
66 evaluated site infrastructure standards, including drainage requirements; and

67           **WHEREAS**, the Town Commission finds it necessary to amend the drainage requirements  
68 to reflect longstanding practice by removing the reference to “resurface or restripe” and clarifying

**Exhibit 1**  
**First Reading Version**

**Ordinance 2026-02**

69 that new drainage systems are required only when a property increases its parking area or generates  
70 additional run-off, consistent with the Town Engineer’s determination that such improvements  
71 should not impose an undue burden on property owners who are simply replacing existing parking  
72 areas; and

73 **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has  
74 reviewed the contents of this Ordinance at a duly noticed public hearing on December 10, 2025,  
75 and recommended the amendments be approved; and

76 **WHEREAS**, the Town Commission conducted first and second reading of this Ordinance at  
77 duly noticed public hearings, as required by law, and after having received input from and  
78 participation by interested members of the public and staff; and

79 **WHEREAS**, the Town Commission finds that this Ordinance is consistent with the Town’s  
80 Comprehensive Plan and in the best interest of the Town and its residents.

81

82 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN**  
83 **OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT<sup>1</sup>:**

84 **SECTION 1. Recitals.** The preceding “Whereas” clauses are ratified and incorporated as  
85 the legislative intent of this Ordinance.

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<sup>1</sup> Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions made between first and second reading are shown in double underline. Deletions made between first and second reading are shown in ~~double-strikethrough~~.



119 c. *Limitations on residential uses.*

120 \*\*\*

121 3. *Floor area and lot coverage.*

- 122 i. The residential floor area of the mixed use development shall not  
123 exceed 50 percent of the gross floor area of the building unless  
124 otherwise approved by the Town Commission based on project-  
125 specific conditions. The Town Commission may authorize  
126 additional residential floor area upon finding that the project:
- 127 a. provides adequate commercial frontage on the first floor along the  
128 primary street;
- 129 b. remains consistent with the intent and purpose of the mixed- use  
130 regulations as outlined;
- 131 c. ensures compatibility with surrounding properties;
- 132 d. does not negatively impact parking, traffic or public  
133 infrastructure;
- 134 e. enhances the overall architectural and streetscape character of the  
135 area and;
- 136 f. complies with all other applicable development standards.
- 137 ii. No building which includes residential uses shall occupy an area  
138 greater than 70 percent of the entire lot.
- 139 iii. The required lot area per apartment or kitchen unit shall be not less  
140 than 800 square feet. The required floor area per apartment of  
141 kitchen unit shall not be less than 250 square feet minimum.
- 142 iv. The required floor area for a hotel room shall not be less than 200  
143 square feet.

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146 **Sec. 30-242. RM-25 district—Regulations for the redevelopment of existing lots of 60 feet in**  
147 **width or less in the RM-25 districts south of Pine Avenue.**

148 These provisions shall apply only to lots or plots of 60 feet or less in width west of ~~or~~ and  
149 not fronting on Bougainvilla Drive that existed as of September 13, 2000. These provisions shall  
150 not be applicable to lots or plots that are created by the subdivision of wider lots or plots after  
151 September 13, 2000. All other provisions of this chapter shall continue to apply, except that the  
152 provisions herein set forth shall apply to lots or plots 60 feet in width or less in the RM-25 district  
153 to the extent of a conflict.

154 \*\*\*

155 **Sec. 30-313. General provisions.**

- 156 (a) Drainage facilities.
- 157 (b) Use of buildings.
- 158 (c) Moving of buildings.
- 159 (d) Fences, walls and hedges.
- 160 (e) Regulations applicable to El Mar Drive.
- 161 (f) Use, public areas.
- 162 (g) Aesthetic design.
- 163 (h) Standards for driveways and swales.

164 \*\*\*

165 These general provisions shall govern development within the corporate limits of the Town,  
166 as follows:

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168 (d) *Fences, walls and hedges.*

169 (1) Height, design, and location of fences, walls, hedges.

170 a. Height. The maximum height of any fence or wall shall be six feet, except  
171 where the fence or wall abuts property with business zoning, in which case the  
172 maximum height is eight feet. The height of fences, walls, hedges or plantings  
173 of whatever composition shall be measured from the natural contour of the  
174 ground ~~on adjoining lots.~~

175 1. A fence or wall may not be connected to a neighboring fence or  
176 wall system if connection to the adjoining lot fence or wall would  
177 result in a structure that exceeds the allowable measured height. All  
178 fence and wall heights must comply with the maximum permitted  
179 height per Town code.

180 b. Construction. All fences and walls shall comply with the Florida Building  
181 Code.

182 \*\*\*

183 (4) *Standards for swales for all other properties.*

184 a. All grading and paving of the swale on Ocean Drive (A1A) shall be subject to  
185 the Florida Department of Transportation specifications and permit  
186 requirements.

187 b. All properties that are: (a) not located on Ocean Drive (A1A), and (b) not  
188 adjacent to a curb and gutter street, shall meet the grading requirements  
189 established in subsection (3)d.1. and 2. above.

- 190 c. All properties that: (a) are not located on Ocean Drive (A1A), and (b) include  
191 a landscaped area, shall meet the landscaping requirements established in  
192 subsection (5) below.
- 193 d. All properties that submit a permit application to ~~resurface or restripe~~ increase  
194 their parking area and run-off shall provide a drainage plan that indicates the  
195 minimum Broward County water quality stormwater requirements ~~for run-off~~  
196 will be maintained onsite. Stormwater runoff from driveway and parking areas  
197 can be maintained through the creation of a graded swale, the redirection of  
198 stormwater to landscaped areas, a trench drain or by other means, subject to  
199 review and approval from the Town Engineer.

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**SECTION 3. Codification.** This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article” or such other appropriate word or phrase in order to accomplish such intentions.

**SECTION 4. Severability.** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**SECTION 5. Conflicting Ordinances.** All prior ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of said conflict.

**SECTION 6. Effective Date.** This Ordinance shall be in full force and effect immediately upon its passage on second reading.

Passed on the first reading, this 13<sup>th</sup> day of January, 2026.

Passed and adopted on the second reading, this 27<sup>th</sup> day of January 2026.

**MAYOR EDMUND MALKOON**

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First Reading

Second Reading

Mayor Malkoon

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Vice-Mayor Strauss

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Commissioner Graziano

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Commissioner DeNapoli

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Commissioner Pouloupoulos

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ATTEST:

\_\_\_\_\_  
Courtney Easley, Acting Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan L. Trevarthen, Town Attorney

Lauderdale-By-The-Sea  
Regular Town Commission Meeting  
October 14, 2025

Commissioner DeNapoli stated that he found the use to be similar as long as it is compliant with environmental regulations.

Vice Mayor Strauss asked if the proposal of similar use would mean hair salons are considered in the same manner as nail salons in the future. Development Services Director Campbell confirmed this, adding that no future applications for nail salons would come before the Commission.

Commissioner Graziano characterized the request as common sense.

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

#### **b. Discussion on Code Amendments to Support Redevelopment**

Development Services Director Campbell advised that due to recently submitted requests, Staff has identified Code Sections which may unintentionally restrict opportunities for redevelopment. These provisions are located in the following Sections:

- Section 30-27(1): B-1 mixed-use zoning district
- Section 30-242: RM-25 zoning district for lots smaller than 60 ft. located west of or fronting Bougainvilla Drive

At present, Code only allows parcels within 250 ft. of Commercial Boulevard to be eligible for mixed-use redevelopment. Residential floor area in mixed-use projects is limited to 50% of total gross floor area. The Code issues, based on a recently received request, show that the 250 ft. rule excludes the redevelopment of parcels which are still part of the B-1 zoning district and function as such, although they share the same parking access and pedestrian connections. There is no rationale for this distinction in Code. In addition, while the 50% residential cap protects commercial uses, it could also present difficulty for development or redevelopment of projects.

Proposed considerations are as follows:

- Remove the 250 ft. required distance rule to unify the B-1 zoning district and more accurately reflect the Town's development patterns
- Reevaluate the 50% residential floor area to allow flexibility, including modest increases or decreases; additional Staff review would be necessary to craft this language, which would come back before the Commission for approval
- Safeguards such as conditional use approval, architectural review, and other Town approval mechanisms would remain

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Staff requests the Commission's opinion and consideration of the proposed changes.

Commissioner DeNapoli requested clarification of the locations that would be affected by the change. Development Services Director Campbell clarified the subject area, pointing out that it is specific to the B-1 zoning district and would not affect residential neighborhoods. The change would extend south of A1A to the Walgreen's location.

Commissioner Graziano stated that he was pleased to see this type of evaluation brought forward by Staff, asserting that without sensible zoning regulations, growth would not be possible. The farthest extension of the 250 ft. rule was further clarified.

Vice Mayor also saw the proposal as positive, noting that there is no documented reason for the existing boundaries. He also commended Staff for their research.

**Commissioner Graziano made a motion, seconded by Vice Mayor Strauss, directing Staff to bring back an Ordinance addressing the two issues. Motion carried 5-0.**

Development Services Director Campbell continued that the next proposed change affects the RM-25 zoning district as specifically listed in Code Section 30-242. This Section states that properties of less than 60 ft. in width, located west of or fronting onto Bougainvillea Drive and having existed as of September 13, 2000, are limited to single-family and duplex redevelopment only.

Development Services Director Campbell explained that the requested change would move this redevelopment line. She recalled that an existing property had wished to add a second story, but was not permitted to do so because the property was less than 60 ft. in width and fronted onto Bougainvillea Drive. The owner was prohibited from making any modification to their building.

Upon reviewing Code, Staff felt a reasonable change would be to clarify that the restriction applies only to properties west of Bougainvillea Drive but not fronting onto it. There are already several two-story properties on that street. The location is also adjacent to RM-25 zoning, which allows three-story hotels. The proposed change would be consistent with nearby development patterns.

Development Services Director Campbell confirmed that the proposed change would be consistent with the height limits included in the Town's Charter. A property currently

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located on the east side of Bougainvillea Drive and less than 60 ft. in width would be permitted to add a second story, while a property on the west side would not.

Vice Mayor Strauss asked if multi-family properties just west of the subject area are restricted to existing requirements. Development Services Director Campbell explained that these are restricted if they are less than 60 ft. wide; however, there is a rationale for this, as the RD-10 zoning district, which is much more residential in nature, is located to the west.

Vice Mayor Strauss advised that another concern was the possibility that an owner who wished to add a second story to their property might also wish to add a third story. Development Services Director Campbell confirmed that the RM-25 district permits three stories, and suggested that height for buildings less than 60 ft. in width and fronting onto Bougainvillea Drive could be limited to two stories. She added that language could be crafted to restrict redevelopment to two stories rather than three in the subject location.

**Commissioner DeNapoli made a motion, seconded by Vice Mayor Strauss, to bring back an Ordinance on this issue which limits height to two stories in the subject area. Motion carried 5-0.**

**c. Special Event Application: Santa Paws December 2025**

Events and Marketing Manager Katie Anderson explained that the owner of Wild Berry Salon, a business located in the West Plaza district, has submitted a special event application to host the first annual Santa Paws celebration. Events are planned for Friday, December 12, 2025 and Friday, December 19, 2025. They would be held in front of the Wild Berry Salon and Big Cat Bikes storefronts and adjacent breezeway.

Santa Paws would be a four-hour event from 4 p.m. to 8 p.m., with holiday-themed photo backdrops for attendees and their pets. Additional activities would include raffles and complimentary refreshments. The Applicant anticipates approximately 30 guests on a flow, with volunteers to remain on-site and assist in setup, execution, and cleanup. Funds raised would cover event costs and benefit Ruff Rescue Transport, which is a 501(c)(3) organization.

The Applicant requests use of some Town Adirondack chairs. Any additional décor provided by the Town would be approved by Staff and the Town Manager. The Applicant also requests use of two electrical outlets for the event, one for the photo setup and another for amplified sound or acoustic music. Resolution 2024-29 allows the waiver of

**NON APPROVED**

**TOWN OF LAUDERDALE-BY-THE SEA  
PLANNING AND ZONING BOARD MEETING MINUTES  
JARVIS HALL, 4505 N OCEAN DRIVE, 33308  
Wednesday, December 10, 2025**

1. CALL TO ORDER

Chair Karen Sylvester called the in-person Planning and Zoning (P&Z) Board meeting for the Town of Lauderdale-By-The-Sea (L-B-T-S) to order at approximately 6:02PM.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

ROLL CALL & WELCOME

Board Clerk Megan Small called the roll and present in-person were Chair Karen Sylvester, Vice Chair Leslie Richardson, Board Member Ron Piersante, Board Member Jeff Goldman and Board Member MaShawn Simpson. Present in person were Town Attorney James White, Development Services Director (DSD) Jhanelle Campbell, Assistant Development Services Director David Lee, Planner Alex Battle, and Board Clerk Megan Small.

*The discussions and actions taken, etc. during the meeting were not limited to what was typed.*

3. APPROVAL OF MINUTESa. Planning & Zoning (P&Z) Meeting Minutes – November 5, 2025

Board Member Goldman made a motion to approve the P&Z Minutes of November 5, 2025 as written and was seconded by Board Member Piersante. The motion to approve carried 5-0.

4. PUBLIC COMMENTS

Chair Sylvester opened the meeting to the public for comments. She closed this agenda item as there were no requests from the public to speak now.

5. NEW BUSINESS5.A.

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 “UNIFIED LAND DEVELOPMENT REGULATIONS,” ARTICLE V, “ZONING,” DIVISION 2 “DISTRICTS,” “SUBDIVISION I. – RM-25 DISTRICT REGULATIONS,” “SUBDIVISION M.- B-1 DISTRICT REGULATIONS,” AND “SUBDIVISION Q.- SUPPLEMENTAL REGULATIONS” OF THE TOWN’S CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Development Services Director (DSD) Campbell presented with a slide presentation and explained that tonight was for the Board to review proposed Ordinance 2025-06 which updated several zoning provisions in the RM-25 and B-1 Zoning Districts. The Town Commission requested this ordinance to remove outdated or inconsistent standards, improve clarity, predictability and flexibility for reinvestment and to align zoning regulations with existing land use patterns and contemporary redevelopment trends. DSD Campbell went over all of the changes for both RM-25 and B-1, one-by-one, which were also written about in the Planning and Zoning Board Agenda Item Report on pages 7 through 11 in the agenda packet. DSD Campbell answered Board Member Simpson’s question regarding the fence height measurement fix due to height discrepancies of new construction elevated for flood requirements. When measuring fences from adjoining lower properties, a problem was caused because the new construction was now higher and fence

measurements started from the ground. There were pool and/or privacy concerns. She called for any more questions on the changes.

Vice Chair Leslie Richardson asked for examples of addresses or parcels restricted by the limitation of 250 feet (within 250 feet of Commercial Boulevard). The requirement now was that mixed-use parcels were to be located within 250 feet of Commercial Boulevard. As the DSD explained, she also showed this area on a map and named some properties that were affected. She answered Board Member Piersante that Walgreens was affected. Chair Sylvester asked if there should be a cap of 25% for commercial regarding the changes to Flexible Residential Floor Area Cap in mixed-use developments and DSD Campbell explained why she did not put a ceiling on it. The DSD pulled up the conditional use section of the code to explain. She also explained what other municipalities did. She reminded that the first floor had to be commercial and had to be a business allowed in the B-1 zoning district. Board Member Simpson felt that if residential was more than 50%, it would change the whole personality of that small sliver of land. Board Member Simpson asked about the scrivener's correction and the DSD explained. As there were no other board questions, the Chair opened Public Comments and closed it as there were no members of the public wishing to speak. The Chair suggested going over each amendment/change one more time. Each item was called and some were re-discussed. There were no further comments/questions and the Chair called for a motion on the item as presented.

Board Member Goldman made a motion to recommend approval to the Town Commission of proposed Ordinance 2025 with the changes for RM-25 and B-1 zoning districts as presented under New Business and the motion was seconded by Board Member Piersante. The motion to recommend approval to the Town Commission carried 5-0.

6. OLD BUSINESS

DSD Campbell gave an update on her presentation last night at the Town Commission Meeting per the Planning and Zoning Board's request. The presentation was on the subject of eliminating the installation of generators in the side setback for new construction of single-family and duplexes. DSD Campbell explained that the Commission declined to move forward with that ordinance. The provisions would remain the same as they were today. A discussion ensued that if generator cases did come in front of the board in the future, the Planning and Zoning Board would still make recommendations to the Town Commission to either approve or deny.

7. UPDATES/BOARD MEMBER COMMENTS

None.

8. ADJOURNMENT

Vice Chair Richardson made a motion to adjourn at approximately 6:39PM and the motion was seconded by Board Member Simpson. The motion to adjourn carried 5-0.

\_\_\_\_\_  
Chair Karen Sylvester

ATTEST:

Date Accepted: \_\_\_\_\_



## Town Commission Agenda Item Report

**Meeting Date:** January 13, 2026

**Submitted By:** Ken Rubach, Town Manager

**Submitting Department:** Administration

**Item Type:** Resolution

**Agenda Section:** RESOLUTIONS – PUBLIC COMMENTS

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**Subject Title:** RESOLUTION 2026-01: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERIM AGREEMENT PURSUANT TO SECTION 255.065, FLORIDA STATUTES, WITH CORE CONSTRUCTION SERVICES OF FLORIDA, LLC RELATING TO AN UNSOLICITED PROPOSAL FOR THE DESIGN, CONSTRUCTION, FINANCING, AND ONGOING MAINTENANCE OF A COMBINED GOVERNMENT CENTER; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

### Explanation:

The Town of Lauderdale-By-The-Sea is considering approval of an Interim Agreement with LBTs Government Center Partners, LLC (“Developer”) to authorize a structured predevelopment and due diligence phase for a potential new Town Government Center at the Town-owned property located at 4501–4505 North Ocean Drive.

Pursuant to Section 255.065, Florida Statutes, the Town received an unsolicited public-private partnership proposal for the development, delivery, and ongoing maintenance of the existing Government Center site, determined the proposal to be a qualifying project, received no competing submissions, and authorized the Town Manager as well as the Commission Liaison, Commissioner DeNapoli, to negotiate an Interim Agreement with the Developer.

The Interim Agreement is a discretionary step within the P3 process and is intended to provide the Town with substantive technical and financial information prior to entering into a Comprehensive Agreement for the development of the project. Approval of the Interim Agreement does not authorize the project, obligate the Town to enter into a Comprehensive or to proceed beyond this phase.

The purpose of the Interim Agreement is to enable the Developer to perform comprehensive predevelopment services necessary to evaluate feasibility, cost, risk, and schedule considerations associated with a potential new Government Center. These services include environmental and geotechnical investigations, survey and title coordination, development of a preliminary site plan, preparation of conceptual architectural and engineering designs, formulation of a preliminary project schedule and budget, evaluation of potential financing

structures compliant with Florida's P3 statute, and assessment of long-term operations and lifecycle maintenance considerations. The Agreement is time-limited and includes safeguards to protect the Town's interests, including Commission discretion to terminate and ultimate ownership of the work product if the Agreement ends. The information generated during this phase is intended to support transparent, informed decision-making by the Commission and the public regarding whether negotiation of a future Comprehensive Agreement would be in the best interest of the Town.

The Interim Agreement is effective upon execution and is intentionally limited in duration and scope. It will expire upon the execution of a future Comprehensive Agreement, unless extended or terminated in accordance with its terms. Importantly, approval of the Interim Agreement does not obligate the Town to proceed with construction, financing, or a long-term partnership. The Town retains full discretion at all times as to whether to negotiate or approve a Comprehensive Agreement. During the term of the Agreement, the Developer is granted limited access to the property solely for purposes of inspections, testing, and technical studies. If the Agreement is terminated and applicable costs are paid, all plans, studies, and due diligence materials produced during the predevelopment phase become the property of the Town.

From a financial standpoint, the Interim Agreement is structured to minimize risk and upfront cost to taxpayers. The Developer is responsible for paying the Town's costs to process, review, and evaluate the unsolicited proposal, including, but not limited to, reasonable attorney fees and fees for financial and technical advisors or consultants and for other necessary advisors or consultants, consistent with the P3 Statute. Additionally, the Developer is responsible for paying its third-party consultants and professionals engaged during the predevelopment phase. The Town would only incur direct costs if (1) the Town terminates the Interim Agreement for convenience, (2) the Town pursues a materially similar competing project within 12 months of termination, or (3) the Developer terminates for cause due to a material breach by the Town or if the parties do not mutually approve a Comprehensive Agreement on or before a year from the Effective Date. In the event of a Town-initiated termination for convenience or a Developer termination for cause, the Town would reimburse the Developer for actual third-party costs incurred and pay a fixed fee of \$40,000. A separate competing project fee of \$200,000 would apply only if the Town terminates the Agreement for convenience and then undertakes a substantially similar project on the same property within twelve months.

The Agreement also includes standard termination and risk management provisions that protect the Town's interests. Either party may terminate the Agreement for convenience with 30 days' written notice, or for cause following notice and an opportunity to cure. The Agreement incorporates insurance and indemnification requirements, public records compliance, and express preservation of the Town's sovereign immunity, all of which are consistent with Town standards and applicable Florida law.

Public transparency and oversight remain central throughout the process. Town Commission retains full legislative authority over whether to approve any future Comprehensive Agreement. Any final project proposal would be subject to additional public meetings, Commission approvals, and negotiated contractual terms. Strategically, approval of the Interim Agreement allows the Town to obtain professional-grade technical, design, and financial information,

reduce uncertainty before making major policy decisions, maintain negotiating leverage and discretion, and advance thoughtful planning while preserving taxpayer protections.

**Recommendation:** Staff recommends approval of Resolution 2026-01.

**Exhibits:**

1. 2026-01-Resolution Approving Interim Agreement
2. Exhibit A-Interim Agreement

RESOLUTION 2026-01

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERIM AGREEMENT PURSUANT TO SECTION 255.065, FLORIDA STATUTES, WITH LBTS GOVERNMENT CENTER PARTNERS, LLC RELATING TO AN UNSOLICITED PROPOSAL FOR THE DESIGN, CONSTRUCTION, FINANCING, AND ONGOING MAINTENANCE OF A COMBINED GOVERNMENT CENTER; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 17, 2025, the Town of Lauderdale-By-The-Sea (“Town”) received an unsolicited proposal for the development, delivery, and ongoing maintenance of a qualifying public-private partnership project pursuant to Section 255.065, Florida Statutes, described as the LBTS Combined Government Center (the “Project”); and

WHEREAS, the unsolicited proposal was submitted by CORE Construction Services of Florida, LLC (“CORE Construction”), as the lead firm and signatory, on behalf of a development consortium that expressed an intent to form a legal entity to serve as the contracting entity for the Project if selected; and

WHEREAS, specifically, the Project proposes two concepts for the design, construction, financing, and ongoing maintenance of municipal buildings and facilities for fire, EMS, Sheriff, Commission Chambers, Community Center, and Public Works involving the properties generally located at 4501, 4505, 4513 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308: (1) to replace two of the four existing buildings (4504 and 4513), to include fire, EMS, Sheriff, Commission Chambers and other specified Town functions, and (2) to replace the entire complex and provide for all Town functions; and

WHEREAS, on September 24, 2025, the Town Commission directed the Town Manager to proceed with accepting other proposals for the same Project; and

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**WHEREAS**, in accordance with Section 255.065(3)(b), Florida Statutes, the Town published notice stating that the Town had received an unsolicited proposal for the Project and would accept other proposals for the same project; and

**WHEREAS**, no competing proposals were received by the close of the notice period; and

**WHEREAS**, Section 255.065(6), Florida Statutes, provides that, before or in connection with the negotiation of a comprehensive agreement, a public entity may enter into an interim agreement with the private entity proposing the development or operation of a qualifying project; and

**WHEREAS**, on October 25, 2025, the Town Commission approved Resolution No. 2025- 50 authorizing the Town Manager to negotiate an interim agreement with CORE Construction or such legal entity formed for purposes of serving as the contracting entity for the Project; and

**WHEREAS**, the Town Manager and LBTS Government Center Partners, LLC (the “Developer”), formed by CORE Construction to serve as the contracting entity for the Project, have negotiated an interim agreement attached hereto as Exhibit “A” (the “Interim Agreement”) for Developer to provide predevelopment and due diligence services in connection with the proposed Project (the “Services”); and

**WHEREAS**, the Town Commission desires to approve the Interim Agreement and authorize the Town Manager to execute the Interim Agreement; and

**WHEREAS**, the Town Commission deems it to be in the best interest of the Town and its residents to approve the Interim Agreement with the Developer for the proposed Project.

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

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

57           **Section 2.    Approval.** The Town Commission hereby approves the Interim Agreement  
58 attached hereto as Exhibit “A” to provide the Services for the proposed Project.

59           **Section 3.    Authorization.** The Town Manager is hereby authorized to execute the  
60 Interim Agreement with the Developer, together with such non-substantial changes as are deemed  
61 necessary by the Town Manager and approved as to form, content, and legal sufficiency by the  
62 Town Attorney.

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

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

**PASSED AND ADOPTED** this \_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Mayor Edmund Malkoon

Attest:

\_\_\_\_\_  
Courtney Easley, Acting Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan L. Trevarthen, Town Attorney

## INTERIM AGREEMENT

THIS INTERIM AGREEMENT (this “**Agreement**”) is made by and between LBTS Government Center Partners, LLC, a Florida limited liability company (“**Developer**”) and the Town of Lauderdale-By-The-Sea (“**Owner**”) (Developer and Owner, each a “**Party**” and collectively the “**Parties**”). This Agreement shall be effective as of January \_\_\_\_, 2026 (the “**Effective Date**”).

### RECITALS:

A. WHEREAS, Owner owns that certain real property located at 4501-4505 N Ocean Drive, Lauderdale-by-the-Sea, Florida, identified as Parcel ID #494318-02-0010 and as more particularly depicted on Exhibit A attached hereto and incorporated herein (the “**Property**”);

B. WHEREAS, Developer is a limited liability company organized, owned and controlled by CORE Construction Services of Florida, LLC, a company that develops, constructs and maintains public projects across the State of Florida as public/private partnerships;

C. WHEREAS, pursuant to Section 255.065, Florida Statutes (the “**P3 Statute**”), the Owner received an unsolicited proposal from Developer for the development of a new Lauderdale-By-The-Sea Government Center (the “**Project**”) on the Property;

D. WHEREAS, the Owner deemed Developer’s proposal a qualifying project under the P3 Statute, deserving of further consideration as a potential public-private partnership on September 15, 2025;

E. WHEREAS, having received no competing offers, the Owner authorized negotiations with Developer as authorized by the P3 Statute on October 28, 2025;

F. WHEREAS, the Owner has previously authorized Developer to access the Property for purposes of initial exploration and due diligence;

G. WHEREAS, the Parties now intend to enter into this Agreement in advance of the negotiation and approval of a possible comprehensive agreement (the “**Comprehensive Agreement**”) governing the Project, which will facilitate the development of design plans, construction budget, pro-forma model and schedule assumptions to better inform and guide the development, design, financing, permitting, construction, operation and maintenance of the Project;

H. WHEREAS, subject to the terms and conditions in this Agreement, Owner desires to retain Developer to perform the following responsibilities on behalf of Owner with respect to the Project, including, but not limited to: environmental site assessment, geotechnical report analysis, review of Survey matters, formulation of the development scope, architectural and engineering plan for the Project, creation of a Project development milestone and schedule timeline (the “**Preliminary Timeline**”), financing plans for the Project that comply with the requirements

of the P3 Statute, options for including private lifecycle maintenance of the Project in the Comprehensive Agreement, and preliminary negotiation of design and construction contracts necessary to carry out the Project. In addition to the foregoing, Developer shall prepare a preliminary development budget for the Project costs and other expenditures expected to be incurred in connection with the development of the Project (the “**Preliminary Budget**”) and Owner and Developer shall agree on a preliminary Project site plan (“**Site Plan**”) for the Project. The Parties further agree that the Preliminary Budget shall be based upon the Site Plan. The foregoing responsibilities described in this recital, including, without limitation, preparation of the Preliminary Timeline, Preliminary Budget and the Site Plan, shall be hereinafter collectively known as the “**Predevelopment Services**”.

I. WHEREAS, beginning on the Effective Date, the period where Developer shall perform the Predevelopment Services shall hereafter be called the “**Predevelopment Phase**;”

J. WHEREAS, subject to the terms and conditions herein, the Parties hereby enter into this Agreement to memorialize their rights and obligations with respect to the Project;

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **ARTICLE 1 PREDEVELOPMENT PHASE**

Section 1.1 Developer’s Predevelopment Phase Responsibilities. With respect to the Project, Developer’s responsibilities during the Predevelopment Phase shall include the following: (i) conducting all studies, investigations and due diligence with respect to the suitability of the Property for the Project, which shall include evaluating all aspects of the Property, issues that could impact the development, construction or ownership of the Project; (ii) obtaining site plans, design documents, development and construction budgets, approvals and plans for the demolition of existing structures within the Property, engineering and architectural plans, appraisals and other documentation as provided herein; (iii) selecting and contracting with an architect and other design professionals necessary to develop and finalize the Project Plans (as defined in Section 1.4); (iv) assessment of different Project financing structures and associated underwriting needed to reach a successful financial close, all of which shall comply with the P3 Statute and Florida law, and (v) evaluation and establishment of a lifecycle replacement schedule and associated lifecycle reserve fund for the ongoing facility management of the Project; (i) through (v) collectively, “**Due Diligence**”). Developer will work collaboratively with the Owner in finalizing the Site Plan, performing the Predevelopment Services and conducting Due Diligence.

### Section 1.2 Term of Interim Agreement.

(a) The Agreement shall commence on the Effective Date. The Agreement shall terminate upon the date the Parties execute the Comprehensive Agreement unless terminated pursuant to this Agreement (the “**Term**”).

Section 1.3 Access. Commencing on the Effective Date and continuing through the Term, Developer and its agents, contractors, consultants, licensees and representatives (collectively, “**Developer’s Representatives**”) shall have reasonable access to the Property for the purpose of conducting studies, investigations, inspections and tests of the Property as Developer deems reasonably necessary or desirable, in its sole and absolute discretion, including surveys and architectural, engineering, geo-technical and environmental inspections and tests.

(a) To the extent that such items are available in Owner’s possession or under its control, Owner will make available to Developer, and allow Developer to make copies for Developer’s or Developer’s Representatives’ review and inspection, all documents under Owner’s control or possession reasonably related to a portion of the Property’s suitability for the Project (collectively referred to as the “**Property Documents**”). Owner shall make available all Property Documents to Developer within ten (10) business days after the Effective Date. Developer acknowledges that certain records in Owner’s possession may be confidential and/or exempt from disclosure under Chapter 119, Florida Statutes (“**Confidential Records**”). Owner may make such Confidential Records available to Developer solely for purposes of this Agreement. Prior to receiving any Confidential Records, Developer shall execute a Non-Disclosure Agreement in a form approved by Owner and shall require each Third Party (as hereinafter defined) to execute a similar agreement. Developer shall keep all Confidential Records strictly confidential, use them only for the Project, and not disclose them without Owner’s written consent, unless otherwise required by applicable law. Nothing in this Agreement waives any confidentiality or exemption applicable under Florida law. Upon request or upon termination of this Agreement, Developer shall return or destroy all Confidential Records to the extent in Developer’s actual possession. Developer’s obligations under this Section shall survive termination.

Section 1.4 Project Plans. Developer shall submit to Owner the following items for the Project: (i) an updated Site Plan, if necessary, (ii) landscape plan, (iii) utility and infrastructure plans, (iv) schematic exterior elevations and interior designs of the Project, (v) sign plans, (vi) Preliminary Timeline, (vii) Preliminary Budget, (viii) Design Contracts, and (ix) such other plans and drawings reasonably requested by Owner (individually and collectively, the “**Project Plans**”). Owner shall have forty-five (45) days to object to or request changes to the collective Project Plans in a written notice to Developer that describes Owner’s specific concerns with the Project Plans. The Preliminary Budget shall include reasonable contingencies in an amount determined by Developer in its reasonable discretion and based upon the then-current design and construction plans.

Section 1.5 Condition of Title to the Property. On or before the expiration of the Term, Owner shall use good faith efforts to assist Developer in resolving issues disclosed in an ALTA compliant title commitment (the “**Title Commitment**”) with respect to the Property from a nationally recognized title insurance company (the “**Title Company**”) selected by Developer in its sole discretion and an ALTA compliant survey of the Property prepared by a surveyor selected by Developer in its sole discretion (the “**Survey**”) for the Property that Developer determines will negatively impact the development, construction or operation of the Project (the “**Title Obligations**”). If Owner determines it cannot comply with the Title Obligations for any reason or Developer determines the issues it identifies in the Title Commitment and Survey cannot be resolved in a manner that permits the Project to be developed, constructed or operated in a cost-effective manner, either Party shall have the right to terminate this Agreement by delivering written

notice to the other Party on or before the expiration of the Term. Notwithstanding the foregoing, all Prohibited Encumbrances (as defined below) must be satisfied, remedied, or cured by Owner on or before the expiration of the Term. As used herein, the term “**Prohibited Encumbrance**” shall mean (i) any mortgage or deed of trust or other monetary lien encumbering the Property, (ii) any real property taxes and assessments relating to the Property which are delinquent or due and payable as of the expiration of the Term, (iii) any mechanic’s, materialmen’s or other similar liens encumbering the Property, (iv) any judgment lien encumbering the Property, and (v) any voluntary liens or encumbrances not consented to by Developer after the Effective Date.

Section 1.6 Government and Regulatory Approvals. Developer shall be responsible for obtaining any governmental or regulatory approvals required to complete and operate the Project as contemplated in this Agreement (individually and collectively, a “**Governmental Approval**”). Developer’s obligations with respect to Governmental Approvals shall include, but are not limited to, appearances before zoning and planning boards and submission of joint development documents and other similar applications. Upon Developer’s request, Owner shall work in good faith to cooperate with Developer’s efforts to obtain Governmental Approval (including waiving or paying any fees related to the requested Governmental Approval) and shall provide any information Developer reasonably requires to file any Application (as defined below) as Developer may from time to time request, provided that: (a) such Application is in material compliance with the Project Plans, and (b) such Application is in customary form. The term “**Application**” shall mean and refer to any instrument, document, agreement, certificate, or filing (or amendment of any of the foregoing) that is reasonably necessary: (i) to obtain preliminary Governmental Approval for the construction of the Project in accordance with the Project Plans, including any application for zoning change, subdivision plat or reasonable covenant or land use restriction necessary to obtain a Governmental Approval; (ii) to obtain any deferral, economic incentive or other benefit that may otherwise be available to Developer for the construction of the Project; (iii) to enable Developer and Owner to use the Property in accordance with and as accomplished by this Agreement; or (iv) to comply with Developer’s specific obligations under this Agreement or any document required to be executed by this Agreement.

Section 1.7 Design Contracts. Developer shall negotiate and execute contracts for the Project with any architects, engineers or other design professionals necessary to finalize the Project Plans (the “**Design Contracts**”).

Section 1.8 Design and Construction Documents. In connection with developing the Project’s scope, costs, and milestones to be finalized within the Comprehensive Agreement, prior to the expiration of the Term, Developer will deliver design and construction documents sufficient for the Parties to mutually approve and execute a Comprehensive Agreement. .

## **ARTICLE 2 TERMINATION**

Section 2.1 Termination. The following termination provisions shall apply to this Agreement.

- (a) Termination by Owner.

- (i) Termination for Convenience. Owner may terminate this Agreement for convenience upon thirty (30) days prior written notice to Developer (an “**Owner Voluntary Termination**”). Upon the occurrence of an Owner Voluntary Termination, Owner shall reimburse/pay to Developer those certain fees and costs as provided in Article 3 below.
- (ii) Termination for Cause. Owner may terminate this Agreement for cause upon a Developer Default as provided in Section 7.1 below.
- (b) Termination by Developer.
  - (i) Termination for Convenience. Developer may terminate this Agreement for convenience upon thirty (30) days prior written notice to Owner (a “**Developer Voluntary Termination**”). Upon the occurrence of a Developer Voluntary Termination, Developer shall not be entitled to any reimbursements/fees as described in Article 3 below and waives all rights to the reimbursement/fees.
  - (ii) Termination for Cause. Developer may terminate this Agreement for cause upon an Owner Default as provided in Section 7.2 below or if the Parties do not mutually approve a Comprehensive Agreement on or before a year after the Effective Date (a “**Developer for Cause Termination**”).

### **ARTICLE 3 COSTS AND FEES**

Section 3.1 Third Party Costs. Except as otherwise provided herein, Developer will be responsible for paying those certain third parties rendering services with respect to the Project through Developer in accordance with the agreements between Developer and each third party (each a “**Third Party**”) in connection with Developer’s Predevelopment Services and Due Diligence activities as more particularly described on Exhibit B attached hereto and incorporated herein (collectively, “**Third Party Costs**”). Owner shall have no obligation to pay or reimburse Third Party Costs, except as set forth in this Agreement.

Section 3.2 Cost and Fees for Termination. In the event the Agreement is subject to an Owner Voluntary Termination or Developer For Cause Termination any time prior to the expiration of the Term of this Agreement, Owner shall pay Developer for all incurred Third Party Costs, plus a fee to Developer equal to \$40,000 as compensation for Developer’s efforts under this Agreement.

Section 3.3 Competing Project Compensation. In the event this Agreement is subject to an Owner Voluntary Termination and Owner within twelve (12) months of the date the Agreement is terminated (i) commences a development project that is materially similar to the Project on the Property, or (ii) sells the Property at issue to a third party that commences a development project that is materially similar to the terminated Project ((i) and (ii) collectively and individually, a “**Competing Project**”), Owner shall compensate Developer for its contributions to the Competing Project through payment of a fee equal to Two Hundred Thousand Dollars (\$200,000)(the “**Competing Project Fee**”). The Competing Project Fee shall be paid within thirty (30) days of Owner’s execution of a binding agreement for a Competing Project. Owner’s obligation to pay

the Competing Project Fee shall survive the termination or expiration of this Agreement. Owner shall have no obligation to pay the Competing Project Fee in the event of Developer For Cause Termination or a Developer Default.

Section 3.4 Work Product. Upon any termination of this Agreement and Owner's payment of the fee and reimbursement of the costs described in the preceding provisions, if applicable, title to all Project Plans and other Due Diligence developed in the course of the Predevelopment Phase (the "**Work Product**") shall be automatically vested in Owner; provided, however, the Work Product, to the extent assignable by Owner, shall be assigned to Owner by Developer with third-party representations and warranties.

Section 3.5 Survival. Owner's obligations in this Article 3 shall survive the termination or expiration of this Agreement.

Section 3.6 Initial Application Fee; Additional Costs. The Owner acknowledges receipt and payment by the Developer of the initial application fee in the amount of Twenty-Five Thousand Dollars (\$25,000.00). Pursuant to the P3 Statute, if the initial application fee does not cover the Owner's costs to process, review, and evaluate the unsolicited proposal, including, but not limited to, reasonable attorney fees and fees for financial and technical advisors or consultants and for other necessary advisors or consultants, the Owner shall request in writing the additional amounts required, and the Developer shall pay the requested additional amounts within thirty (30) days after receipt of such notice.

#### **ARTICLE 4 PRELIMINARY PROJECT PRICE ESTIMATE**

Section 4.1 Preliminary Project Price Estimate. During the Term, Developer shall formulate and continue to refine Project pricing based upon, at a minimum, the Project Plans, Preliminary Budget, a detailed scope of work, a preliminary schedule of values and contingencies, and a mutually agreed baseline schedule with milestone ("**Preliminary Project Price Estimate**"). The mutually agreed to Preliminary Project Price Estimate shall be the basis for the preparation and finalization of a guaranteed maximum price for the Project (the "**Project GMP**"). If Developer is unable, after the exercise of commercially reasonable efforts, to propose a Preliminary Project Price Estimate consistent with this Agreement and agreeable to Owner prior to the expiration of the Term, Developer shall promptly notify Owner, and the Parties shall confer in good faith to determine appropriate next steps, which may include refinement of scope, rebidding, or termination of this Agreement. The final Project GMP negotiation and approval shall occur only within, and as part of, the negotiation and approval of the Comprehensive Agreement.

#### **ARTICLE 5 INTENTIONALLY OMITTED**

#### **ARTICLE 6 REPRESENTATIONS AND WARRANTIES**

Section 6.1 Representations and Warranties of Owner. Owner represents and warrants to Developer that, to the best of its knowledge:

(a) Owner owns fee simple title to the Property and has no knowledge of any Prohibited Encumbrances.

(b) Owner has all necessary power and authority to execute and deliver this Agreement and any other documents or instruments to be executed and delivered by Owner pursuant to this Agreement and perform all of its obligations hereunder and thereunder. This Agreement and any other documents or instruments to be executed and delivered by Owner pursuant to this Agreement have been duly authorized by all requisite action on the part of Owner and, when executed and delivered, will constitute a valid and legally binding obligation of Owner enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement by Owner or any other documents or instruments to be executed and delivered by Owner pursuant to this Agreement nor the performance of its obligations hereunder or thereunder will result in the violation of any provisions of its constitutional documents or will conflict with any other agreement to which Owner is a party or is otherwise bound.

(c) Owner has the power and authority to execute and deliver this Agreement and to incur all obligations of Owner provided herein. The person executing this Agreement for Owner has been fully authorized and empowered to bind Owner. The performance and compliance by Owner with the terms, provisions and conditions of this Agreement do not and will not conflict with or result in any violation of any of the terms, conditions, or provisions of any agreement, obligation, lease, license, judgment, decree, order, statute, rule or regulation applicable to Owner or the Property.

(d) There is no existing or, to Owner's knowledge, pending or threatened litigation, suit, arbitration, unsatisfied order or judgment, investigation, action, or proceeding before any court or administrative agency affecting Owner and/or the Property that would, if adversely determined, adversely affect the Project.

(e) Owner has not received written notice of any existing and/or uncorrected violation of any fire, zoning, building, environmental, or health law or regulation, or any other federal, state or local law or regulation affecting the Property, or any written notice of taking or condemnation, or intent to take or condemn all or any portion of the Property.

(f) Owner has no knowledge of any unpaid claims of contractors, materialmen or laborers, which have been contracted with by Owner which could give rise to a lien against the Property.

(g) To Owner's knowledge, no existing brownfield-related conditions or underground or above-ground storage tanks are currently located on, or have ever been located on, the Property.

(h) Owner has no knowledge that it has caused or permitted any Hazardous Material (hereinafter defined) to be discharged, released or disposed of on, under or at the Property or any part thereof. For the purposes of this Agreement, "**Hazardous Material**" means and includes asbestos and petroleum products and any other hazardous, toxic or dangerous waste, substance or material defined as such in, or for purposes of, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.), the Resource Conservation

and Recovery Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Clean Air Act, the Clean Water Act, or any so-called “Superfund” or “Superlien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material.

(i) Owner is in compliance with all laws, statutes, rules and regulations of any federal, state or local governmental authority in the United States of America applicable to Owner and all beneficial owners of Owner, including, without limitation, the requirements of Executive Order No. 13224, 66 Fed Reg. 49079 (September 25, 2001) (the “**Order**”) and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury (“**OFAC**”) and in any enabling legislation or other Execution Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “**Orders**”). Neither Owner nor any beneficial owner of Owner is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

The continued validity in all respects of the representations and warranties made by Owner in this Section 6.1, both at the time each is made and throughout the Term shall be a condition precedent to Developer’s obligations hereunder. All representations and warranties contained in this Agreement from Owner shall be deemed remade as of the expiration of the Term and shall survive until the termination of this Agreement.

Section 6.2 Representations and Warranties of Developer. Developer represents and warrants to Owner that, to the best of its knowledge:

(a) Developer is a limited liability company, duly incorporated and validly existing under the laws of the State of Florida, and has all necessary power and authority to execute and deliver this Agreement and any other documents or instruments to be executed and delivered by Developer pursuant to this Agreement and perform all of its obligations hereunder and thereunder. This Agreement and any other documents or instruments to be executed and delivered by Developer pursuant to this Agreement have been duly authorized by all requisite action on the part of Developer and, when executed and delivered, will constitute a valid and legally binding obligation of Developer enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement by Developer or any other documents or instruments to be executed and delivered by Developer pursuant to this Agreement nor the performance of its obligations hereunder or thereunder will result in the violation of any provisions of its constitutional documents or will conflict with any other agreement to which Developer is a party or is otherwise bound.

(b) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Developer which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

(c) Developer is in compliance with all laws, statutes, rules and regulations of any federal, state or local governmental authority in the United States of America applicable to Developer and all beneficial owners of Developer, including, without limitation, the requirements of the Order and other similar requirements contained in the rules and regulations of OFAC and in any enabling legislation or other Orders in respect thereof. Neither Developer nor any beneficial owner of Developer is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

## **ARTICLE 7 DEFAULT**

### Section 7.1 Developer Default.

(a) If Developer materially breaches this Agreement with respect to the Project, Owner shall give Developer written notice. Developer will have ninety (90) days from the receipt of such notice to remedy the breach; provided, that if such breach is non-monetary and is of the type which cannot reasonably be cured within such time period, Developer will have up to ninety (90) days from the receipt of such notice to remedy the breach so long as Developer commences the remedy within thirty (30) days of receipt of such notice and diligently pursues the remedy thereof to completion. If Developer fails to remedy the breach within said periods (a “**Developer Default**”), Owner’s sole remedies shall be: (i) the right to terminate this Agreement only by written notice to Developer, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), and (ii) the right to pursue a claim to recover direct third-party costs Owner incurred as result of Developer’s breach.

Section 7.2 Owner Default. If Owner materially breaches this Agreement, Developer shall give Owner written notice. Owner will have ninety (90) days from the receipt of such notice to remedy the breach; provided, that if such breach is non-monetary and is of the type which cannot reasonably be cured within such time period, Owner will have up to ninety (90) days from the receipt of such notice to remedy the breach so long as Owner commences the remedy within thirty (30) days of receipt of such notice and diligently pursues the remedy thereof to completion. If Owner fails to remedy the breach within said time periods (an “**Owner Default**”), Developer’s sole remedies shall be: (i) the right to terminate this Agreement only by written notice to Owner, in which event the Parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement), and (ii) the right to pursue a claim for Third Party Costs and \$40,000 fee provided in Section 3.2 above.

Section 7.3 Cumulative Remedies. No right or remedy herein conferred upon or reserved to a Party hereunder, unless provided otherwise, is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute. Neither Party shall have any liability to the other for consequential, punitive or exemplary damages.

Section 7.4 Attorneys' Fees. In the event legal action is instituted by any Party to enforce the terms of this Agreement or which arises out of the execution of this Agreement, the prevailing party in such legal action will be entitled to receive from the other party the prevailing party's reasonable attorneys' fees and court costs, including the costs of appeal, as may be determined and awarded by the court in which the action is brought. The right to attorneys' fees shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND LIABILITIES**

Section 8.1 Indemnification by Developer. Developer shall defend (except as to professional liability claims), indemnify, and hold harmless Owner and its officers, employees, and agents, from and against any and all liability, losses, or damages, including reasonable attorneys' fees and costs of defense, which the Owner or its officers, employees, and agents may incur as a result of third party claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of, or resulting from the negligent performance, or the reckless or intentional wrongful misconduct of Developer or its employees, agents, servants, partners, principals, or subcontractors in the performance of this Agreement. Developer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Developer shall in no way limit the responsibility to defend (except as to professional liability claims), indemnify, and hold harmless Owner or its officers, employees, and agents as herein provided.

Section 8.2 Owner Responsibility. Notwithstanding anything to the contrary contained herein, Owner shall be responsible for liability, losses, or damages, including reasonable attorneys' fees, incurred by Developer resulting directly from Owner's negligence, or reckless or willful misconduct.

Section 8.3 Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by Owner nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Owner is subject to section 768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 9 INSURANCE/BOND OBLIGATIONS**

Section 9.1 Liability Insurance Obligations. During the Term of the Agreement, the Developer shall, at its sole cost and expense, obtain and continuously maintain in full force and effect (i) commercial general liability insurance (ISO Forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalent) against claims for personal injury, bodily injury, death, or property damage: (a) occurring upon, in or about the Property, (b) relating to the Property or (c) otherwise relating to the Parties obligations in this Agreement; (ii) workers' compensation insurance in compliance with applicable state and federal laws, unless exempt; (iii) professional liability insurance, provided such insurance shall only be required of Developer's design professionals; and (iv) automobile liability insurance for vehicles used in Project-related activities (collectively, "**Liability Insurance**"). All Liability Insurance shall be written on an "occurrence" basis with single limit coverage of Two Million Dollars (\$2,000,000.00), and with a commercially reasonable

deductible. If available, Liability Insurance shall include specific coverage provisions or endorsements for broad form contractual liability insurance insuring the Parties' obligations under this Agreement. All Liability Insurance shall be endorsed to include the Owner as an additional insured (ISO Forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalent). Additionally, Developer shall cause its third-party contractors and consultants to obtain and continuously maintain in full force and effect Liability Insurance with endorsements including the Owner as an additional insured. Each Party shall provide the other Party with an ACORD 25 form or, upon written request, copies of the insurance policies at issue to evidence that such insurance is in force and reflect that the other Party is an additional insured on such policy. Further, all such insurance will be obtained and maintained from and with a reputable and financially sound insurance company authorized to issue such insurance in the state in which the Property is located.

Section 9.2 Waiver of Subrogation. To the extent available for the insurance coverage at issue, the Parties will cause to be inserted in all policies of insurance required by this Article 9 hereof a so-called "Waiver of Subrogation Clause" as to the other Parties and their directors, officers, shareholders, managers, members, partners, employees, contractors, agents and other representatives (each, a "**Party Representative**"). The Parties hereby waive, release and discharge each Party Representative from and against any claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the reasonable costs and expenses of enforcing any indemnification, defense or hold harmless obligation under this Agreement (collectively and for all purposes under this Agreement, "**Claims**"), whatsoever arising out of loss, claim, expense or damage to or destruction covered or coverable by insurance required under this Article 9, notwithstanding that such loss, claim, expense or damage may have been caused by any Party Representative). The Parties will look only to the applicable insurance coverage in the event of such loss.

Section 9.3 Payment and Performance Bonds. To the extent required for the Predevelopment Services, Developer shall furnish (or cause to be furnished) to Owner those certain payment and performance bonds required by the P3 Statute.

## ARTICLE 10 MISCELLANEOUS

Section 10.1 Recitals. All recitals of this Agreement are incorporated herein by reference as if set forth in the body of this Agreement.

Section 10.2 Assignment.

(a) Developer shall not assign its rights or obligations under this Agreement to another party without Owner's written consent, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything to the contrary in this Section, this Agreement may be assigned by Developer to an affiliate of Developer or any other entity that is in control of, controlled by or under common control with Developer without Owner's written consent; provided, that no such assignment shall release Developer of its obligations or duties under this Agreement, and that the assignee agrees to be specifically bound by the terms of this Agreement.

(b) Owner shall not assign its rights or obligations under this Agreement to another party without Developer's written consent, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding anything to the contrary in this Section, this Agreement may be assigned by Owner to an Owner affiliate or any other entity that is in control of, controlled by or under common control with Owner without Developer's written consent; provided, that no such assignment shall release Owner of its obligations or duties under this Agreement, and that the assignee agrees to be specifically bound by the terms of this Agreement.

Section 10.3 Force Majeure. For purpose of this Agreement, the term "**Force Majeure Events**" shall mean any act of God, fire, earthquake, flood, explosion, police action, invasion, insurrection, riot, mob violence, sabotage, strike, terrorism, condemnation, any widespread health emergency or pandemic (including without limitation the ongoing COVID-19 pandemic), any court order, judgment or decree or other judicial action, governmental acts or omissions (including without limit, permitting and other approvals necessary to effectuate the Project) or other causes beyond the control of the Parties, finding or adjudging the absence of the ability, right, power or authority of a Party to carry out the terms of this Agreement, or otherwise preventing or enjoining a Party from proceeding with its obligations under this Agreement, restraint by or of governmental, civil or military authorities, but specifically excluding from such definition of Force Majeure Events any delay in the issuance of permits or approvals caused by the action or omission of the Party (not acting in good faith) claiming a Force Majeure Event. Force Majeure Events shall not include Owner's inability to pay for the cost of complying with its obligations under this Agreement or Developer's inability to pay for its obligations. In order to claim an excuse for failure to timely perform or in order to obtain an extension of the period for performance of an obligation as a result of a Force Majeure Event, the affected Party shall: (i) use commercially reasonable efforts to mitigate the effects of a Force Majeure Event to end the suspension of performance by such Party; and (ii) give the other Party prompt written notice (but in any event no later than five (5) business days after the occurrence) describing the available particulars of the Force Majeure Event, including an estimation of its expected duration and probable impact on the performance of such Party's obligations hereunder, and the affected Party shall thereafter furnish timely reports of the steps taken and progress made in overcoming the effects of the Force Majeure Event during the continuation of the Force Majeure Event and any period of excuse.

Section 10.4 [INTENTIONALLY OMITTED]

Section 10.5 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Broward County, Florida.

Section 10.6 Exclusivity; No Right to Comprehensive Agreement. Developer shall have the exclusive right to negotiate a Comprehensive Agreement with Owner for the Project until such time as the Agreement is terminated as provided herein. Developer acknowledges and agrees that neither this Agreement does not grant any rights in Developer to enter into a Comprehensive Agreement, and the Owner's approval of a Comprehensive Agreement rests in the sole legislative discretion of the Town Commission.

Section 10.7 Negotiation of Comprehensive Agreement. The Parties shall negotiate in good faith with the objective of executing a Comprehensive Agreement. To the extent the Parties



Palm Beach Garden, Florida 33410  
(317) 231-7740 - telephone  
Email: bcris@btlaw.com

or to such other address as any Party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any Party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 10.11 or an electronic malfunction attributable to the receiving Party shall constitute delivery.

Section 10.12 Waiver. The failure of either Party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such Party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

Section 10.13 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 10.14 Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the Party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

Section 10.15 Counterparts, Separate Signature Pages and Facsimile Signatures. This Agreement may be executed in several counterparts, by separate signature pages, and/or by facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile signatures together shall constitute one and the same Agreement.

Section 10.16 Calculation of Days. Unless otherwise defined in this Agreement, the terms "day" or "days" shall mean calendar days and shall include weekends and federal legal holidays in the calculation of any time periods. If any date described in this Agreement for the performance of an action required hereunder by Owner, Developer and/or the Title Company falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter.

Section 10.17 Interpretation. This Agreement and any related instruments shall not be construed more strictly against one Party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the Parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the Parties hereto and that both Parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

Section 10.18 Compliance with Laws. All of Owner's obligations under this Agreement shall comply with all legal and statutory requirements. The Developer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying

out services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the services under this Agreement at its own expense.

Section 10.19 Chapter 119 (Public Records). The Developer shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) Developer agrees to keep and maintain public records in Developer's possession or control in connection with Developer's performance under this Agreement. Developer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Developer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

(b) Upon request from the Owner's custodian of public records, Developer shall provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Owner.

(d) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Developer shall be delivered by the Developer to the Town Manager, at no cost to the Owner, within seven (7) days. All such records stored electronically by Developer shall be delivered to the Owner in a format that is compatible with the Owner's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Developer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) Any compensation due to Developer shall be withheld until all records are received as provided herein.

**(f) IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, TOWNCLERK@LAUDERDALEBYTHESEA-FL.GOV, OR BY MAIL: TOWN CLERK, 4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308.**

Section 10.20 Developer certifies that it is in full compliance with the applicable provisions of Florida law and affirms that it is not: (i) listed on the Scrutinized Companies with

Activities in Sudan List; (ii) listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iii) participating in a boycott of Israel; or (iv) engaged in business operations in Syria or Cuba, as outlined in Sections 287.135 and 215.4725 of the Florida Statutes. This certification serves as a binding representation of the Developer's adherence to state-mandated restrictions on business dealings with scrutinized entities and jurisdictions.

Section 10.21 In accordance with Section 448.095, Florida Statutes, the Owner requires all contractors doing business with the Owner to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Owner will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Developer acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

Section 10.22 Pursuant to Section 287.138, Florida Statutes, the Owner may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. An affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Owner which would grant the entity access to an individual's personal identifying information.

Section 10.23 Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Developer acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

Section 10.24 Campaign Finance Restrictions. Developer shall comply with Section 2-25 of the Town Code, which provides that no vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner. No officer or employee of the Town during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**DEVELOPER:**

**LBTS GOVERNMENT CENTER PARTNERS,  
LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER:**

**TOWN OF LAUDERDALE-BY-THE-SEA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**PROPERTY**



## **EXHIBIT B**

### **THIRD PARTY COSTS**

This list includes the currently identified third party service providers for the interim agreement phase and the categories of services with a TBD designation where the development team has not retained a specific service provider at this time. It's Developer's intent to pay/bill all of these costs through JL2 Architecture as that structure will be the most efficient risk transfer and payment structure.

1. JL2 Architecture – Lead Architect
2. H2M – Architect of Record
3. MEPF/Security Consultant – TBD
4. Structural Engineering – TBD
5. Landscape Architecture – TBD
6. Surveying – TBD
7. Geotechnical Engineering – TBD
8. Title Examination – TBD (optional)
9. Appraisal – TBD (optional)