

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

Agenda

Tuesday, January 27, 2026

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Edmund Malkoon
Vice Mayor Randy Strauss
Commissioner Richard DeNapoli
Commissioner John A. Graziano
Commissioner Theo Pouloupoulos

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

Regular Town Commission

Tuesday, January 27, 2026, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes for Regular Town Commission Meeting held on December 9, 2025.
11. **CONSENT AGENDA**
 - 11.a. Special Event Application: Seaside Players March 2026 Performance
12. **OLD BUSINESS**
13. **NEW BUSINESS**
 - 13.a. Paws + Palms Canine Walk Club
14. **COMMISSIONER PRESENTATIONS**
15. **COMMISSIONER COMMENTS**
16. **ORDINANCES 1st Reading**
 - 16.a. ORDINANCE 2026-03: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE IV, "DEVELOPMENT PERMITS, APPLICATIONS, REQUIREMENTS AND REVIEW PROCEDURES," DIVISION 9 "ZONING RELIEF PROCEDURES," SECTION 30-138 "ZONING RELIEF PROCEDURES" OF THE TOWN'S CODE OF ORDINANCES TO RENAME DIVISION 9 AND SECTION 30-138, AND CREATE SECTION 30-138(b) TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF, AND REASONABLE ACCOMMODATION FOR, CERTIFIED RECOVERY RESIDENCES IN ACCORDANCE WITH STATE LAW; PROVIDING FOR CONFLICT,

SEVERABILITY, INCLUSION IN THE TOWN CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

17. ORDINANCES 2nd Reading

17.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.

17.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.

18. RESOLUTIONS – PUBLIC COMMENTS

18.a. RESOLUTION 2026-02: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH EDJ TREE SERVICE LLC FOR TREE TRIMMING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

19. QUASI JUDICIAL PUBLIC HEARINGS

20. ADJOURNMENT

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

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings

are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.

INVOCATION:

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



Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: January 27, 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:

Friday Night Music



Friday Night Music returned this past Friday, January 23rd, with a performance by Classic Rock Therapy. We are so happy to welcome everyone back to the downtown for this year's series. The next concert is scheduled to take place on Friday, February 27th with Weedline Band headlining.

Friedt Park Mural



We are very excited that the composition of the mural at the Friedt Family Park restroom facility has begun. Local artist Jonathan Ramirez is bringing to life the concept voted on during the recent survey that went out last month. The project is estimated to take approximately 2 weeks to complete.

Friedt Party in the Park Series



Following the response from our December Party in the Park, Staff is excited to announce the next Party in the Park - Oceans of Love. This event is scheduled to take place Thursday, February 19, 2026, from 5:00 p.m. - 6:30 p.m. in Friedt Family Park. Attendees can expect guest appearances from a very special prince and princess, treats, kid-friendly activities.

Turtle Monitoring Parking Passes

Since 2014, the Commission has approved parking passes for organizations conducting sea turtle research. In 2024, the Commission gave the authority to the Town Manager to approve the passes administratively. These passes are utilized by Broward County Sea Turtle Conservation Program (BCSTCP) for the turtle nests within the Town. This year, the requests are as follows:

- Ten (10) parking permits for the Sea Turtle Stranding Response; and
- Four (4) parking permits for the Lighting Survey Team.

Upcoming Meetings

- Planning and Zoning Board Meeting — Wednesday, February 4th at 6:00pm
- Public Safety Roundtable — Tuesday, February 10th at 5:00pm
- Commission Meeting — Tuesday, February 10th at 6:30pm

Recommendation: N/A

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: January 27, 2026

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

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section:

APPROVAL OF MINUTES

Subject Title: Approval of Minutes for Regular Town Commission Meeting held on December 9, 2025.

Explanation: Approval of Minutes for the following meeting:

December 9, 2025 Regular Town Commission Meeting

Recommendation: Accept/Approve

Exhibits:

1. 12-09-25 - LBTS TC Draft Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
Jarvis Hall
4505 N. Ocean Drive
Tuesday, December 9, 2025
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:35 p.m. Also present were Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Ken Rubach, Town Attorney James White, Finance Director Lucila Lang, Assistant Finance Director Edner Saint-Jean, Development Services Director Jhanelle Campbell, Acting Town Clerk/Assistant to Town Manager Courtney Easley, and Events and Marketing Manager Katie Anderson.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Commissioner Pouloupoulos made a motion, seconded by Commissioner DeNapoli, to excuse Vice Mayor Strauss’s absence. Motion carried 4-0.

Mayor Malkoon requested that Item 18.a be heard immediately following the portal design presentation.

5. PRESENTATIONS

a. Proclamation for “Tiana Ganswith Day”

Mayor Malkoon read a Proclamation recognizing December 9, 2025 as Tiana Ganswith Day in Lauderdale-By-The-Sea.

b. Datura and Hibiscus Portal Design Presentation

Alex Fenech, representing Hitchcock Design Group, provided an update on the redesign process for the Datura Avenue and Hibiscus Avenue beach portals. A community input

meeting was held in November 2025 to provide an opportunity for input on potential changes to these portals. Suggestions included the following:

- Umbrellas and chairs
- Maintenance of ocean views
- Shade and seating
- Possible incorporation of art or murals
- Making the portals more diver-friendly

Mr. Fenech characterized the proposed changes as enhancements rather than redevelopment. Concepts are related to the infrastructure already in place, including backflow prevention, electrical utilities, and other items.

The proposed conceptual designs for the Datura portal include:

- Retaining landscape areas in the same location
- New pavers, benches, and seating
- New showers
- Custom SCUBA gear racks
- Shade structure
- Bike racks
- Adirondack chairs
- Mural

Two options were presented for the Datura portal including these components. As this portal area is prone to flooding, a civil engineer would be brought in to work with the Town to address this need.

Proposed designs for the Hibiscus portal include:

- Maintain ocean views
- Provide landscaping
- New lighting, pavers, showers, and furniture

Only one concept is proposed for the Hibiscus portal, as the team was very constrained with respect to the changes that could be made.

Commissioner Poulopoulos asked if there were significant cost differences between the two Datura options. Mr. Fenech replied that the differences are not significant, noting that the two portals would be bid as a single project. The current budget for the construction

of both portals is \$750,000, which includes the cost of drainage improvements to mitigate flooding.

Commissioner Graziano advised that due to the potential cost of the project, he would be comfortable with adding only Americans with Disabilities Act (ADA) compliance, drainage, and lighting improvements to the portals, without the addition of other enhancements.

The Commissioners agreed by consensus to proceed with Option 2.

Mr. Fenech stated that next steps include the presentation of a single refined plan for the portals, focusing on Option 2. He acknowledged the Commissioners' concerns with costs, concluding that a rough outline and total costs for both portals would be presented at a subsequent meeting.

The following Item was taken out of order on the Agenda.

18. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2025-54: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SELECTING A FINANCIAL ADVISORY FIRM TO ASSIST THE TOWN WITH EVALUATING AND NEGOTIATING A P3 PROPOSAL FOR THE DEVELOPMENT OF A NEW PUBLIC SAFETY FACILITY; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PFM FINANCIAL ADVISORS LLC; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Finance Director Lucila Lang stated that the Town has received a public-private partnership (P3) proposal for the delivery of a new public safety facility. A project of this magnitude will include a long-term financial commitment, as well as risk allocation and complex financing structures requiring specific expertise. To ensure a thorough and objective evaluation, the Town is seeking to engage an independent financial advisor.

Staff reached out to three firms for this purpose and received proposals from two, with representatives available at tonight's meeting via communications technology. Their proposals are included in the Commissioners' Agenda packets.

Julie Santamaria, representing PFM Financial Advisors (via Zoom), advised that the firm serves as municipal advisor to several Florida governmental entities. They offer a full scope of services, including economic development, P3s, and full financial advisory services in the event the Town chooses to issue its own debt. Their strategic services include the following:

- Monitoring of legislative opportunities
- Monitoring of regulatory changes
- All aspects of capital improvement planning
- Ratings and preliminary evaluation of the Town's financial position
- Training for Staff and elected officials

PFM is a leading financial advisor both nationally and in Florida and works with P3s for clients ranging from Panama City to the Miami Beach area. They evaluate P3 proposals, prices associated with bond issuance, and bank loan proposals, regularly assisting clients with requests for proposal (RFPs) for bank loans. They have resources which specialize in real estate evaluation and market analysis, and can assist with tax increment revenue projections as well as cash flow modeling and analyses.

Commissioner Poulopoulos asked if the Town is required by Florida Statutes to undertake value for money (VFM) review or study. Ms. Santamaria replied that a similar analysis can be achieved by evaluating feasibility and cash flow options. VFM is not included in the scope of the firm's proposal, although it can be incorporated as an additional step.

Commissioner DeNapoli asked what PFM would charge for their services. Ms. Santamaria replied that the proposal is divided into two tasks, the first of which carries a flat fee of \$10,000 and evaluates the Town's financing options, estimates cash flows, projects the costs included in the unsolicited proposal, and provides alternative options for the borrowing of funds on a tax-exempt basis using the Town's credit without going through a conduit issuer.

Town Manager Rubach confirmed that CORE, the entity proposing the P3, has also proposed a financing arrangement. Commissioner DeNapoli asked how PFM's proposed financing mechanisms would differ from those offered by CORE. Ms. Santamaria advised that CORE's proposal suggested conduit financing, which would establish a special purpose entity. The simplest and lowest cost would occur if the Town issues a bond or bank loan itself. PFM's fiduciary responsibility would include reviewing all the options for the Town, making a recommendation, and assisting the Town in determining its best option.

Commissioner DeNapoli asked if PFM has experience in working without debt financing in the event the Town chooses not to take on any debt. Ms. Santamaria replied that if the Town has cash on hand, PFM would look at the opportunity costs of using those funds in comparison to borrowing. She also noted that long-term borrowing could be a better choice, as it would retain some of the cash on hand.

Commissioner DeNapoli asked if PFM earns fees from the arrangement of debt offerings. Ms. Santamaria confirmed this is the case if PFM is working with the Town on an additional debt issue; the fee for a bank loan listed in the firm's proposal is \$15,000. There would be no additional fees based on the loan itself.

Commissioner Graziano asked which specific company the Town would be hiring. Ms. Santamaria explained that this would be PFM Financial Advisors, LLC, as stated in the proposed agreement; while the firm has affiliated companies that can perform additional tasks, those companies' work would be subject to a separate fee that is not included in PFM's cost proposal. She emphasized that PFM is registered with the Securities and Exchange Commission (SEC) and would have the fiduciary obligation of representing the Town's best interests from a financial perspective.

Commissioner Graziano recalled that he had originally been under the impression that when the Town received the unsolicited P3 proposal, all costs would be paid by CORE as the proposing entity. Town Manager Rubach advised that under CORE's proposal, any costs associated with the project itself would be paid for initially by CORE; however, the Town would need to pay for the financial advisor itself, which would be either the \$25,000 proposal by PFM or the \$38,000 proposal by Taft Infrastructure Advisors.

Commissioner Graziano stated that he did not expect PFM's contract to remain at \$25,000. Town Manager Rubach replied that there are chances the contract would increase if the Commission opts into "add-ons" outside the proposed scope.

Commissioner Poulopoulos pointed out that the materials provided to the Commission by Staff state that, pursuant to Florida law, P3 proposals require the completion of a VFM analysis to determine whether or not the P3 approach provides greater cost-effectiveness than conventional financing and delivery options. He requested clarification of whether this analysis, which is not listed as part of PFM's proposal, is a requirement.

Audrey Nelson, representing Taft Infrastructure Advisors (via Zoom), stated that her firm offers its services not only as financial consultants but as the Town's strategic partner in protecting the public interest. The P3 triggers a specific legal process under Florida

Statute 255.065 which involves long-term financing, maintenance obligations, and risk transfer.

Taft is a specialized firm which focuses exclusively on infrastructure and P3s and has been involved in P3 projects across the United States. They have worked with North Miami, West Palm Beach, and Fort Lauderdale and are backed by a platform which provides access to 1,300 attorneys and other resources.

Taft proposes a three-step evaluation process:

- Statutory proposal financial and risk analysis
- Project affordability
- Value for money (VFM) analysis

Ms. Nelson characterized the VFM analysis as a test in which the P3 proposal is quantitatively compared against a traditional delivery model to prove which option saves taxpayer money over the long term.

Taft's fees are structured to maximize flexibility. The mandatory statutory financial analysis carries a fixed fee; for the affordability report and VFM analysis, each is priced hourly on an as-needed basis and capped. This places the Town in control of the process. If the proposal is determined not to be viable, the process stops and the Town is not locked into a lump sum contract.

Commissioner DeNapoli requested additional information regarding the VFM analysis. Town Manager Rubach advised that while Florida Statute 255.065 does not require this analysis, CORE has indicated it would be beneficial for the Town to use the VFM process. Taft's fee of \$38,500 includes the VFM analysis; if this task were broken out separately, it would be charged on an hourly basis with a cap of \$14,300. The financial risk analysis would cost \$10,250 as a flat fee, and the project affordability analysis would also cost \$14,300.

Commissioner DeNapoli also requested clarification of whether the firm is affiliated with Taft Law. Ms. Nelson explained that Taft Infrastructure Advisors, which is its own LLC, is a wholly owned subsidiary of Taft Law and has access to the resources of that entity. They would offer support for the negotiation of a contract with the P3 entity.

Town Manager Rubach clarified that if the VFM analysis is removed from the proposal, Taft's services would cost \$24,550, which brings its cost closer to the rate offered by PFM.

Commissioner Pouloupoulos stated that he would like clarification of whether or not VFM analysis is required by law. Town Manager Rubach replied that his understanding of the P3 Statute is that VFM is recommended but not required. Ms. Nelson added that Taft's understanding of the Florida Statute is that it aligns with the principles of VFM analysis, ensuring that the public entity receives an equivalent or better outcome than traditional procurement. It is not explicitly cited in the Statute but is included in the requirement of cost-effectiveness.

Umer Yaqib, also representing Taft Infrastructure Advisors, stated that Statute 255.065 does not clearly require VFM analysis; however, a majority of the large municipalities with which the firm has worked have specifically required VFM analysis when evaluating a P3. The analysis is recommended if a municipality is comparing multiple proposals, as it provides a clearer comparison; in the case of a single proposal, evaluation would touch upon almost all of the same areas as a VFM assessment.

Mr. Yaqib continued that the firm's affordability analysis would look at the proposal from a long-term ownership perspective, including whether or not the Town can afford the project. It would also identify areas in which the Town may make amendments to the project to make it more affordable.

Commissioner DeNapoli observed that Statute 255.065 refers only to "an independent analysis," which could be defined differently by different providers. Town Manager Rubach stated that inclusion of VFM analysis would be at the Commission's discretion.

Ms. Santamaria further clarified that the first two steps of Taft's three-step approach are included in PFM's first task at a cost of \$10,000. PFM's second task would only be applied if the Town chooses to proceed with its own financing.

Commissioner DeNapoli asked if the Town would want to view alternatives including financing, bond issuance, or a combination of the two. Town Manager Rubach confirmed this.

Commissioner Graziano requested clarification that VFM analysis would carry a separate fee under PFM's proposal. Ms. Santamaria confirmed this. It was noted by another representative of Taft Infrastructure Advisors that the firm's response to the Town's request offers an initial analysis, with additional services available on an as-needed hourly basis.

Mayor Malkoon requested additional information on how Staff evaluated the firms and came to recommend PFM. Finance Director Lang replied that the evaluation was based on the information provided by the firms as well as costs. The firms to which Staff reached out were recommended by the Town Attorney's Office, which has worked with both.

Mayor Malkoon commented that the services offered by the firms appear more similar if they are asked to provide a range of services. Town Manager Rubach confirmed that this would bring the firms' costs within a few hundred dollars of one another, absent the VFM analysis. He characterized VFM analysis as an additional layer of vetting.

Ms. Santamaria stated that PFM's first task includes a full affordability analysis, evaluation of revenues and ability to pay for the financing, and credit rating analysis. The second task would only follow if the Town decides to issue its own debt, at which time PFM would serve as municipal advisor on that specific financing transaction.

Commissioner DeNapoli asked what the Town would receive from PFM at the proposed cost of \$10,000. Ms. Santamaria replied that the firm would review the P3 proposal with the Town, including all financing options, and provide an estimate of the Town's credit rating based on criteria used by municipal bond rating agencies. They would identify the pros and cons of the proposal, as well as the pros and cons of the Town issuing its own tax-exempt bond or a bank loan, and would review the affordability of these options.

Commissioner DeNapoli asked what Taft would provide for \$10,250. Mr. Yaqib replied that this would differ slightly from what would be offered by PFM, as Taft specializes in P3s. They would review the proposal from all aspects, including its impacts to the Town, its sustainability, ownership costs, and the effects of the P3's structure on the Town over the long term. He characterized this as a deeper analysis of the P3 proposal itself, as it could identify areas in which the proposal's structure could be improved.

Commissioner DeNapoli requested clarification of Taft's "second level" costs, which carry a \$14,300 cap. Mr. Yaqib replied that this would include a detailed affordability analysis, which reviews the Town's financials and provides a projection for the next 30 to 35 years. Costs of construction would also be considered in terms of the consumer price index (CPI), as construction would not begin right away and these adjustments would have an impact on costs.

Mayor Malkoon cautioned that very long-term projections can be concerning, pointing out that there is the potential that the Town may lose over \$4 million in ad valorem taxes, depending upon actions taken by the Florida Legislature in 2026. Commissioner

Poulopoulos agreed, noting that this possibility should be included in any analysis performed by either entity.

Commissioner Poulopoulos made a motion to move forward with PFM.

Commissioner DeNapoli stated that PFM's materials show their proposal is in the amount of \$25,000. Town Manager Rubach noted that the proposal is broken down into two tasks. Commissioner DeNapoli added that both the proposals seemed to be the same, with one carrying a cap and one without, according to the firm's written materials.

Commissioner Graziano seconded the motion. Motion carried 4-0.

6. PUBLIC COMMENTS

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

7. PUBLIC SAFETY DISCUSSION

a. BSO November 2025 Public Safety Report

Broward Sheriff's Office (BSO) Captain Christopher Sutter reported that three employees were nominated for Employee of the Month in November 2025 for their collaborative work on auto thefts. These were Deputy Christopher Cathcart, CSIA Giovanna Anderson, and former Detective Glen Genovese, who recently transferred to another district. Their work secured a warrant for the arrest of a suspect in an auto theft which occurred in the Bel Air community. Other suspects may still be at large.

Captain Sutter thanked Citizen Observer Patrol (COP) participants for their assistance in events throughout 2025, including the recent Veterans Day event.

Captain Sutter continued that there was an incident of criminal mischief caught on video on November 10, 2025, which resulted in a damaged gate arm. On November 20, a bitcoin scam occurred. Captain Sutter emphasized that residents with questions about the legality of offers such as this one should reach out to BSO for assistance.

A Senior Seminar is scheduled for Wednesday, January 28, 2026 from 12 p.m. to 3 p.m. The event will be open to all ages and will include representatives from the Broward County Property Appraiser's Office, the Internal Revenue Service (IRS), and other local

and federal governmental agencies. Captain Sutter strongly encouraged residents to attend and participate in this event.

Commissioner Pouloupoulos advised that his law firm has received several phone calls regarding unpaid toll scams. He emphasized the importance of not responding to these texts or providing credit card or other personal information.

Commissioner Pouloupoulos also addressed an incident which occurred on November 22, 2025, requesting clarification of the crosswalk involved. Captain Sutter replied that pedestrians were crossing from the north to the south side of Commercial Boulevard on the west side of the intersection. Speed was not a factor. He concluded that he would bring more information on the incident to a later meeting.

Commissioner DeNapoli also addressed the bitcoin scam incident, noting that this is becoming common and can involve fake trading sites that appear real. He added that many scams arise within WhatsApp groups.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Rubach reported that there have now been over 100,000 Circuit riders within Lauderdale-By-The-Sea. The Town continues to partner with Circuit and look for ways to increase ridership.

Christmas-By-The-Sea was the final event of 2025 and was very successful. Town Manager Rubach thanked Events and Marketing Manager Katie Anderson, BSO, Pompano Beach Fire Rescue (PBFR), and others who assisted and sponsored the event.

The first Party in the Park event is scheduled for Thursday, December 18, 2025 between 5:30 and 7:30 p.m. in Friedt Park. The event will feature the movie "Frozen," as well as character appearances and treats.

The community has voted on the proposed Friedt Park mural designs, with nearly 46% indicating support for concept #2. Work is expected to begin in January 2026 and is estimated to require two weeks for completion.

The parking rate pilot study has concluded. In 2024, there were 32,518 transactions, while there were 31,739 transactions in 2025, representing a decrease of 779. There was also

a decrease in revenue of roughly \$82,000 from the same period. Town Manager Rubach requested Commission direction on whether or not to return to normal rates going forward.

Mayor Malkoon recalled that he had encouraged businesses to inform their customers about reduced parking rates, but had received no responses.

Commissioner DeNapoli requested clarification of the difference in revenue between regular and special rates. Town Manager Rubach replied that it is difficult to determine the length of time of individual transactions due to the overall decrease in transactions. He estimated that the difference would be roughly \$20,000 to \$30,000.

Commissioner Pouloupoulos recommended that parking rates be returned to previous levels. There was Commission consensus on this change.

Town Manager Rubach continued that the position of Town Clerk has been posted and Staff is undertaking in-house recruitment as well. He recognized Assistant to the Town Manager Courtney Easley for her work in that position in addition to the responsibilities of her own job. He hoped to fill the position within the first quarter of 2026.

Town Hall will operate on a half-day on December 24 and 31, 2025 and will be closed on December 25, 2025 and January 1, 2026. It will reopen on the Fridays following these holidays.

b. September 2025 Finance Report

Finance Director Lang noted that the figures in this report may be adjusted as the Town undergoes its audit process, as there may be items that have not yet come through or which may have depreciated.

All Department revenues in the General Fund exceeded their budgeted amounts with the exception of Intergovernmental Revenues, which was 8% below budget. The Building Fund is below budget, most likely due to a slowing economy and fewer large projects. Some large items are anticipated in the coming fiscal year.

Sewer Fund revenues were below budget. Finance Director Lang recalled that a rate increase was implemented in May 2025, and the full effects of this increase have not yet been seen. Fire Fund revenues were slightly higher than normal, with expenses below budget.

The Capital Improvement Program (CIP) has received some grant approvals, which are listed as revenues; however, those funds were not received in fiscal year (FY) 2025 and are anticipated in FY 2026. Some CIP projects were not completed in FY 2025 and were carried over into FY 2026, resulting in variances. Two projects were slightly over budget. Parking revenues exceeded expectations and expenses were roughly 30% below budget.

Finance Director Lang recalled that at a previous meeting, the Commission had requested that \$3 million from the Parking Fund be invested. This has been done.

Commissioner DeNapoli noted a surplus totaling roughly \$5 million across the General, Parking, and Capital Improvement Funds.

Commissioner Graziano requested an update on negotiations related to the Town's anniversary garden. Town Manager Rubach replied that the Town is still waiting to undertake this project, which may be carried out as part of the El Prado Park upgrades. No decisions have been made yet, pending possible changes to the Town Hall campus.

c. Development Services Report

Development Services Director Jhanelle Campbell reported that from May through September 2025, 18 new businesses have been approved, including vacation and short-term rentals. Projects have also been approved, including a new hotel on El Mar Drive.

The Town has had several lien search requests. Code Compliance remains busy, having completed 485 inspections during the time period stated above.

The Building Department has received several applications for projects over \$100,000 in value, although not as many as in previous reporting periods.

Development Services Director Campbell advised that Staff continues to convert Building Department files to paperless status. She estimated that 35% of large format plans have been converted. The Town's vacation rental software has launched and a link placed on the Town's Business Tax Receipt (BTR) page which allows for annual digital registrations. The software continues to scrub vacation rental websites.

9. TOWN ATTORNEY REPORT

None.

10. APPROVAL OF MINUTES

a. Approval of Minutes for Regular Town Commission Meetings held on September 10, 2025; September 24, 2025; and November 10, 2025.

Mayor Malkoon noted that the approval of minutes by the Commission did not include the reopening of discussion of any topic addressed in those minutes.

Kimberly Bertsch, resident, advised that when she had signed up to provide public comment at tonight's meeting, she had not realized her comments would be limited to the approval of previous meeting minutes only. She referred to the public comments included in the September 10 and September 24, 2025 minutes, requesting clarification of whether or how the number of residents' comments were tallied or determined.

Mayor Malkoon noted that the information referred to by Ms. Bertsch was not part of the meeting minutes presented for approval. Ms. Bertsch asserted that she felt she was being silenced.

Town Attorney James White confirmed that in the absence of a motion to reconsider, the Commission was not obligated to hear comments on past actions.

Town Manager Rubach requested that Item 13.b, which addresses the A1A marathon, be heard as Item 12.b instead, which would mean the discussion of Charter review would be heard as Item 12.c.

Commissioner Poulopoulos made a motion, seconded by Commissioner DeNapoli, to approve the minutes. Motion carried 4-0.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

a. Wild Berry Santa Paws Special Event

Events and Marketing Manager Katie Anderson recalled that at the October 14, 2025 meeting, the Commission approved a special event application for the Wild Berry Salon's

Santa Paws events. Since that time, the permit holder has requested revisions that exceed Staff's approval threshold. Staff requests Commission direction or approval on these requests.

The originally approved dates were December 12 and December 19, 2025. The newly requested date is Saturday, December 20, 2025. The initial event was scheduled from 4 p.m. to 6 p.m., with breakdown to follow; the new event would be from 12 p.m. to 5 p.m., with setup beginning at 10 a.m. and breakdown complete by 7 p.m.

The initial events were to be held in the breezeway between two businesses as well as in front of Wild Berry Salon and Big Cat Bikes. The newly proposed location would be in the parking lot of 262 Commercial Boulevard. The permit holder has received approval from this private property owner.

Photo booths for individuals and pets will be a main feature of the event, with additional vendors to be set up throughout the parking lot. Tables will be provided and a final site plan will be requested from the permit holder. Two food trucks will be located at the south end of the building, and a small bar with complimentary wine will be present as well. Staff requests approval of any or all of the requested revisions.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to approve.

Commissioner Graziano expressed concern with the approval process for the Item, stating that the proposed event significantly differs from the event on which the Commission had voted earlier. While he was in favor of the event, he emphasized the importance of following the Town's required procedures.

Town Manager Rubach explained that he had allowed the event to come back to the Commission as a courtesy to the business, as Staff is mindful of the need to work with the Town's businesses. While the proposal is outside the normal time frame for approval, he recalled that exceptions have been made in the past to allow items to come back.

Motion carried 4-0.

The following Item was taken out of order on the Agenda.

b. Special Event Application: 2026 A1A Marathon

Events and Marketing Manager Anderson stated that a portion of the annual A1A marathon has historically been run through Lauderdale-By-The-Sea. The upcoming marathon is scheduled for Sunday, February 15, 2026 and is expected to include approximately 1,500 participants. Much of this year's race course will be condensed into one lane with runner traffic in both directions.

The race course through the Town will include the northernmost curve of A1A starting at Palm Avenue. Runners will turn north onto El Mar Drive with a turnaround between Hibiscus Avenue and Datura Avenue. Signage will mark the turnaround, after which runners will return south and exit the Town's boundaries. Race personnel will coordinate directly with BSO to clear traffic cones and signage and reopen roadways.

Setup will begin at 4 a.m. on the morning of February 15, with the race beginning at 6 a.m. in Fort Lauderdale. The last runner through the Town is anticipated at roughly 11 a.m.

The Applicant will meet with public safety personnel, BSO, PBFR, and/or other medical personnel to ensure safety. This will be scheduled if the event is approved by the Commission at tonight's meeting.

Resolution 2024-29 requires that any road impacts or closures for groups of over 200 individuals will carry fees set by the Commission. Historically, the Commission has not charged the event holder for the marathon. The Applicant has paid all application fees. Staff recommends approval of the Application with the conditions outlined in the exhibit for permit, and continuing the waiver of any additional charges related to road closures.

Commissioner DeNapolì made a motion, seconded by Commissioner Graziano, to approve. Motion carried 4-0.

c. Charter Review Board Final Report

Judelande Jeune, representing Weiss Serota Helfman Cole & Bierman, explained that she had assisted the Town Attorney with the activities of the Charter Review Board (CRB), which met earlier in the year. In order to place an Item on the November 3, 2026 ballot, ballot questions must be submitted by approximately June 2026. The Commission may discuss the CRB's proposals and bring back an Ordinance with the proposed ballot questions for a vote, or may postpone discussion of the Item until 2026.

Commissioner DeNapoli recommended moving consideration of this Item past January 2026, noting that he would also like more information regarding the CRB's proposal to change residency requirements for public office candidacy from six months to one year. He requested a review of the time frames used by other Broward municipalities, noting that most require six months' residency while Pompano Beach requires one year.

Commissioner DeNapoli also addressed term limits, requesting that these requirements also be compared across Broward County municipalities. He suggested that the Commission may also wish to discuss and/or propose Charter issues among themselves.

Commissioner DeNapoli made a motion to consider the CRB's proposals at the second meeting in March.

Commissioner Graziano agreed that the discussion of proposed Charter changes should be postponed, stating that one reason is because candidates for mayor in 2026 would not know whether they might be elected to a two- or four-year term until the election is over. He also recommended discussing the proposals when Vice Mayor Strauss is present to participate in the conversation.

Commissioner Pouloupoulos noted that the CRB's proposals include substantive issues which should be researched and considered in depth. He also agreed to postpone the Item to a date certain.

Commissioner DeNapoli amended his motion as follows: **Motion to consider the proposals at the second Commission meeting in February.**

Attorney Jeune advised that the requested backup materials can be forwarded to the Commission, along with any other materials they would like to see.

Commissioner Pouloupoulos seconded the motion. Motion carried 4-0.

13. NEW BUSINESS

a. Direction on Generator Placement Regulations (Sec. 30-313)

Development Services Director Campbell recalled that at a recent Planning and Zoning Board meeting, the Town heard an application for an administrative adjustment relating to placement of a generator within a side setback. After the item was heard, the Planning

and Zoning Board requested that the Commission consider eliminating the placement of permanent generators in side setbacks for all new construction in the future.

Staff requests Commission direction on the following:

- Consider allowing placement of permanent generators on rooftops in all zoning districts, which is not currently allowed
- Consider enacting an Ordinance that would prohibit permanent generator placement in required side setbacks for new single-family and duplex homes
- Grandfathering all existing generators placed within side setbacks

Commissioner Pouloupoulos noted that it may be unsightly to place generators on the rooftops of single-family homes, and asked if this is common in other municipalities. Development Services Director Campbell replied that there would be screening requirements for mechanical equipment on rooftops.

Development Services Director Campbell further clarified that the request arose from an application that has since been withdrawn.

Commissioner Graziano requested clarification of the difference between placing a generator in a side setback or on a rooftop. Development Services Director Campbell explained that the primary concern raised by the Planning and Zoning Board was for noise rather than safety. Commissioner Graziano observed that some new generators are very quiet and would be screened.

Development Services Director Campbell continued that generators are allowed in back yards. She emphasized that if regulations are changed, they would apply only to new construction. Commissioner Graziano concluded that he was in favor of allowing generator placement either in side setbacks or on rooftops.

Commissioner Pouloupoulos asked if other rooftop mechanical equipment typically requires fuel as generators do. Development Services Director Campbell replied that she was not aware of any such equipment. Commissioner Pouloupoulos expressed concern for how fuel for generators would be carried to rooftops, noting that most tanks are underground.

Town Manager Rubach also noted that new construction is required to build above the floodplain, which means generators would have to be placed at a certain height. This could mean generators would be placed in the line of sight for adjacent homes.

Mayor Malkoon asked if other municipalities allow generators on rooftops. Development Services Director Campbell replied that many municipalities allow general equipment on roofs. She emphasized the consideration of side setbacks, noting that this was the main concern of the Planning and Zoning Board.

Commissioner DeNapoli asked if the Planning and Zoning Board had expressed an opinion on rooftop generators. Development Services Director Campbell replied that the Board had not taken a position on permanent rooftop placement. The Town currently allows placement of temporary generators on rooftops in emergencies.

Commissioner DeNapoli commented that some homeowners may prefer to place generators in side setbacks, as newer homes often take up more space on their lots. He noted that this would depend on the equipment's size and the noise it would create. Development Services Director advised that sound testing must be completed as a Code requirement.

It was clarified that current Code allows the placement of permanent generators within side or rear setbacks with a 5 ft. minimum setback and screening. Current Code also prohibits permanent rooftop generators but allows temporary generators on rooftops. The decision to be made by the Commissioners would only apply to new construction in single-family and duplex zoning districts.

There was Commission consensus not to allow permanent generators on rooftops. The Commission was also in favor of leaving current Code in place with regard to placement of generators in side setbacks of new single-family and duplex construction.

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner DeNapoli advised that under *Robert's Rules of Order*, a motion and second do not end debate on an item, but technically constitute the beginning of debate. He also referred to the Florida Statutes governing public comments, noting that a single public comment period is required before a decision is made by the Commission; public comment does not occur after a vote has taken place. He concluded that Commissions are not required to hear repetitive comments about past votes.

Commissioner DeNapoli recognized the Proclamation for Tiana Ganswith Day and the Town's recent Christmas-By-The-Sea event, and anticipated the upcoming Chanukah celebration. He encouraged residents to visit the Town's small businesses and urged support of new businesses.

Commissioner Pouloupoulos thanked his fellow Commissioners for their work in 2025 and looked forward to working with them and with Staff in 2026.

Commissioner Graziano recommended that future Christmas-By-The-Sea events include signage directing attendees toward restrooms. He also suggested looking into how the Town can help with lighting for the building on which a mural is located. He emphasized the importance of the mural to the Town's branding, and recommended use of solar lighting. The owner of the building is in favor of the idea.

Commissioner Graziano concluded that Florida Power and Light (FPL) has agreed to meet with residents again in January 2026 as well as with State Senator Jason Pizzo and State Representative Chip LaMarca. He hoped to be able to provide an update on the possibility of underground utilities at the second Commission meeting in January.

Mayor Malkoon recognized BSO and Town Staff for their work following the Christmas-By-The-Sea event and encouraged residents to bring their children to the upcoming Party in the Park event.

All the Commissioners wished happy holidays to those present and at home.

16. ORDINANCES 1ST READING

- a. **Ordinance 2025-05: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 20, "UTILITIES," ARTICLE II, "SANITARY SEWER SYSTEM," SECTION 20-19 "RATES AND CHARGES," OF THE TOWN'S CODE OF ORDINANCES BY AMENDING TO AMEND/ADOPT REVISIONS TO THE SCHEDULE OF RATES AND CHARGES FOR SANITARY SEWER COLLECTION, TRANSMISSION, AND DISPOSAL SERVICE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

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

Finance Director Lang explained that Ordinance 2025-05 would update sewer rates for residents and businesses served by the Town-owned sewer system. This includes properties located south of Pine Avenue. The Town transmits wastewater to Pompano Beach for treatment and disposal under a master sewer agreement, and is billed for these services. Rates are recalculated annually based on actual costs.

For calendar year 2026, the recalculated charges received from Pompano Beach would reflect a 2.2% increase in the monthly fixed rate and a 4.3% increase in the volumetric rate. To align these rates with the increased costs and ensure the ongoing sustainability of the Town's Sewer Fund, Staff recommends a 6% adjustment to the Town's consumption and base rates as well as the administrative charge.

For a single-family home, based on a usage of roughly 9,000 gallons per month, the impact of the proposed increase is approximately \$5.79 per month. For a multi-family property with 34 units which uses 270,000 gallons per month, the monthly impact would be \$160.70. A commercial account using 247,000 gallons per month would see a monthly impact of \$132.02, while a commercial account using 85,000 gallons per month would be impacted monthly at a rate of \$54.96.

Staff recommends approval of the Ordinance as presented upon first reading.

Town Manager Rubach further clarified that if a 34-unit multi-family property broke the additional costs down by unit, each unit would see an impact of approximately \$4.73 per month. With the exceptions of heavy single users, the increases would be roughly \$6-\$7 per month. He noted that rates were raised by both Broward County and the city of Pompano Beach.

Commissioner DeNapoli recalled that the budget report provided earlier in the meeting had shown a Sewer Fund with a favorable variance of over \$107,000. Town Manager Rubach replied that Staff did not spend any money from the Sewer Fund in 2025 due to the size of that year's increase. He added that while Pompano Beach maintains the Town's force mains and lift stations, the Town pays them for this service. The Town maintains its own pipes and has been lining sanitary sewer mains and laterals as preventative maintenance. Most of the equipment used is more than 20 years old.

Commissioner DeNapoli asked how much of the \$107,000 Sewer Fund overage is expected to be used in 2026. Town Manager Rubach replied that \$200,000 to \$300,000

is budgeted from the Capital Improvement Fund and the Town will spend the \$107,000 overage as well, both toward maintenance issues.

The Item died for lack of motion.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

- b. Resolution 2025-55: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPOINTING A FIRST AND SECOND ALTERNATE TO THE PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.**

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

Development Services Director Campbell explained that Resolution 2025-55 would appoint a first and second alternate to the Planning and Zoning Board.

The Commissioners proposed and discussed appointment of the following individuals to the Planning and Zoning Board: Justin Bartholomew, Robert Knoll, Greg Moloney, and Frank Petkunas.

Commissioner DeNapoli made a motion to appoint Justin Bartholomew and Greg Moloney. (The motion died for lack of second.)

Commissioner Pouloupoulos made a motion, seconded by Commissioner Graziano, to appoint Greg Moloney and Frank Petkunas. Motion carried 4-0.

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

Lauderdale-By-The-Sea
Regular Town Commission Meeting
December 9, 2025

With no other business to come before the Commission at this time, the meeting was adjourned at 9:33 p.m.

Mayor Edmund Malkoon

ATTEST:

Courtney Easley, Acting Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: January 27, 2026

Submitted By: Katie Anderson, Events & Marketing Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section:

CONSENT AGENDA

Subject Title: Special Event Application: Seaside Players March 2026 Performance

Explanation: Steve D'Oliveira (the "Applicant") has submitted a Special Event Application (**Exhibit 1**) on behalf of the Seaside Players to host their upcoming Sea Shorts performance (the "Event"). This upcoming show is a compilation of multiple short stories.

This Spring performance is scheduled to take place over the second and third weekends in March 2026. The event will operate Friday through Sunday each weekend, with one show each day in Jarvis Hall.

Based on previously held performances, the Applicant anticipates approximately 100 attendees per show. The cast consists of 25 performers.

SEASIDE PLAYERS "PLAY FESTIVAL"	
WEDNESDAY, MARCH 11, 2026 [SETUP]	
6:00 AM	
FRIDAY, MARCH 13 - SUNDAY, MARCH 15, 2026 FRIDAY, MARCH 20 - SUNDAY, MARCH 22, 2026	
Friday Show:	7:00 PM
Saturday Show:	7:00 PM
Sunday Show:	6:00 PM
Show Concludes Each Day:	8:00 PM

According to Resolution 2024-29 (**Exhibit 2**), a Lauderdale-By-The-Sea civic association, charity, community group, or non-profit organization is required to put down a \$100 rental

deposit, but is not charged an application fee for usage of Jarvis Hall. There is a limit of 16 rentals in a 12-month period. The Seaside Players is a non-profit based in Lauderdale-By-The-Sea, so no fee is owed.

For this performance, there is no entry fee. Donations are accepted.

Simple concessions, like bottled water and packaged snacks, will be available for purchase for attendees.

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

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

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

- Use of Jarvis Hall's outdoor marquis sign to promote the performances
- Twenty-five (25) parking permits for the cast for rehearsals and shows between the dates of February 1 and March 22, 2026.
- Waiver of the parking fees in the lots in front of, and behind, Town Hall during the times of the events, to provide free parking for those attending the shows.

Historically, the Town has complied with these requests.

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

- Use of the Town's marquis sign.
- Twenty-five parking permits for event cast from February 1st through March 22nd.
- Waiver of parking fees during the times of the Seaside Players performances.

Exhibits:

1. Seaside Players Special Event Permit Sea Shorts 2026
2. Resolution 2024-29
3. Seaside Players Special Event Permit Sea Shorts 2026.pdf (full)



SPECIAL EVENT APPLICATION

EVENT DETAILS

Name of Event: Sea Shorts Play Festival

New Event: No **Returning Event:** Yes

Day(s) + Date(s) of Event: March 13, 14 & 15 (2026), and March 20, 21 & 22

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

Proposed Location of Event: Jarvis Hall

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

Participants: 25 **Spectators:** 100 **Volunteers:**

ACTIVITY	DAY	TIME
Start of Setup:	March 11	6AM
Start Time of Event:	March 13	7PM
EVENT	Sea Shorts	
End Time of Event:	March 22	6PM
Cleanup Completed By:		8PM

HOST OR SPONSORING ORGANIZATION

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

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

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

PERSON SUBMITTING APPLICATION (“Responsible Party”)

Name: Steve d'Oliveira

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

Phone: 561-523-8198_____

Email: s_doliveira@yahoo.com_____

ON-SITE EVENT REPRESENTATIVE

Same as above

Name: _____

Address: _____

Phone: _____

Email: _____

REQUEST FOR TOWN INVOLVEMENT

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

YES NO

If yes, please describe: Large and small stage setup and breakdown. Cone blocking of Town Hall parking lot. We also request 25 Town Hall/El Prado parking passes for rehearsals and shows from Feb. 1 to March 22.

SOUND SYSTEMS

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

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

 Proposed amplified sound / speaker system

Proposed live music

Planned recorded music

Do you require electrical connections for any of the above?

If yes, which? _____

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

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

Tents: _____

Canopies: _____

Stages: X

Bleachers: _____

Size & Load Max: _____

UTILITIES

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

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

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

 X YES NO We plan to use two spotlights.

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

_____ Electrical Power: _____

_____ Water: _____

_____ Gas, Propane, BBQ Grills, Generators: _____

_____ Fuel Storage: _____

SIGNAGE

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

Are you requesting permission to erect signage for this event?

YES NO

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

RESTROOMS

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

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

TRAFFIC CONTROL / STREET CLOSURES

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

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

YES NO

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

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

YES NO

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

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

VEHICLES

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

YES NO

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

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

OFF DUTY POLICE / CODE COMPLIANCE OFFICERS

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

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

YES NO

Do you anticipate needing code compliance officers for your event?

YES NO

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

Please note beverage stations on site map.

YES NO

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

YES NO

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

FEES

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

YES NO

If yes, please describe: The show is free but we accept donations.

CONCESSIONS We plan to sell bottled water & snacks.

Are you planning to have any kind of concessions? YES

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

YES NO

Is the food provided by a nonprofit organization? YES NO

Is the food: Free of charge? For sale?

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

Please list the type(s) of food that will be served: Bottled Water (\$1) and snacks (cookies and pretzels or chips)

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

- | | | |
|--|--|---------------------------------------|
| <input type="checkbox"/> Charcoal Grills | <input type="checkbox"/> Fryers | <input type="checkbox"/> Open Fires |
| <input type="checkbox"/> Propane Grills | <input type="checkbox"/> Smokers | <input type="checkbox"/> Hoods |
| <input type="checkbox"/> Concession Trailers | <input type="checkbox"/> Warmers | <input type="checkbox"/> LP Tanks |
| <input type="checkbox"/> Sterno | <input type="checkbox"/> Refrigerators | <input type="checkbox"/> Other: _____ |

SALE OF MERCHANDISE

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

YES NO

If yes, please describe: _____

ANIMALS

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

Are animals included in your event? YES NO

If yes, please describe: _____

FIREWORKS

Fireworks require a separate approval process and application.

Are you requesting approval to discharge fireworks at the event?

YES NO

RIDES

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

Are rides included in your event? YES NO

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

If yes, please describe: _____

VENDORS

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

FIRE WATCH / EMS ONSITE

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

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

Initial: _____sjd_____

NO BALLOONS RELEASED

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

I agree no balloons will be released.

Initial: _____sjd_____

INSURANCE

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

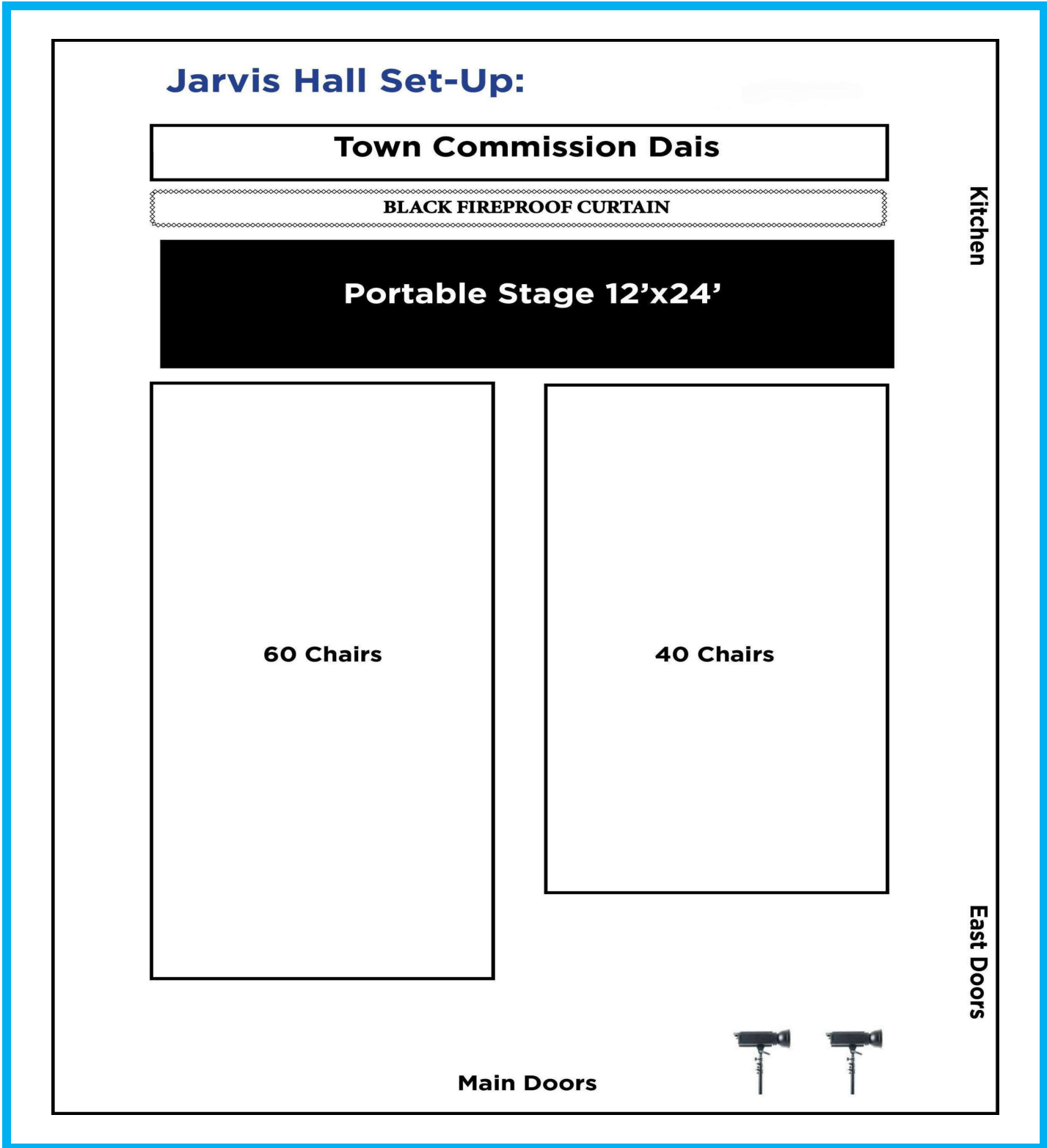
For events not serving alcohol and without fireworks, the Applicants shall provide a Certificate of Liability Insurance written in comprehensive form naming the Town as additional insured in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty days'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

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

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

DETAILED SITE PLAN

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



PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owners Certification

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

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

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

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

APPLICANT'S CERTIFICATION

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

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

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


Applicant's Signature

Date: 1-15-2026

Stephen d'Oliveira
Applicant's Printed Name

Telephone: 561-233-8198

RESOLUTION 2024-29

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>Special Event, Park Use, and Street Performing Fee Schedule for Special Events and Other Use of Public Properties</u>		
The following is applicable to all <u>special events</u> and <u>other use of public properties</u> park use permits :		
<ol style="list-style-type: none"> 1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail. 2. All fees, including any monies owed the Town must be paid before the event or park permit is issued. 3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced. 4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager. 		
	Type of Activity, Permit or License	Fee
1. Chapter 14.3 – Parks		
A Park Permit is required for groups of 25 people plus or when a specific area is reserved. A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required <u>\$100125</u>
1.3	Single day event, 25 people + with or without reserved area.	<u>\$100125</u>
1.4	Multi-day event	<u>\$100125</u> Permit Fee plus an impact

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

<u>Special Event, Park Use, and Street Performing</u> <u>Fee Schedule for Special Events and Other Use of Public</u> <u>Properties</u>		
1.5	One day event (local or non-local user) that charges admission or registration or sell commercial products or services.	fee set by the Town Manager based on the activity, number of attendees, and impact on the facility
2. Chapter 14.5 - Street Performing		
2.1	Street performing annual permit fee	\$50
3. Chapter 17 - Special Events		
3.1	<p>Special Event Application Fee See also use fees.</p> <p>See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds Application filed within 30 days of an event will not be accepted.</p>	
	1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.)	-0- (Town Manager may authorize an application to be accepted within 30-days of the event)
	2. Submitted at least 60 days in advance of the proposed event date	<u>\$100125</u>
	3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	<u>\$250275</u> Plus costs, not to exceed \$1,500.
	4. A recurring event within a 6 month period	<u>\$500525</u>
	5. A recurring event within a 12 month period (for example, once a week or once a month).	\$800
	6. An event that has been advertised prior to Commission approval.	\$250 in additional to the application fee
	7. Semi-public business events that use private or public property with less than 50 people at any one time.	<u>\$5075</u> Event may be approved by the Town Manager
	8. Events (local and non-local user)that charges admission or registration or sell commercial products or services	Set by the Town Manager based on purpose, number of attendees, and impact on the facility
3.2	<p>Special Event Application Fee for West Commercial Business District Commercial District events may be approved by the Town Manager if the event is consistent with the Commission’s policy direction on special events and meets the following criteria:</p>	

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

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

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3.3	Special Event Use Fees for Road Closures and El Mar Median Lane Parking The following use fees are in addition to the Special Event Application Fee, but may be modified or waived by the Town Commission upon a finding that the applicable event will provide a public benefit.																			
	Event Conditions:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 25%; text-align: center;">Road Closure</td> <td style="width: 25%; text-align: center;">El Mar Median Lane Parking</td> </tr> <tr> <td>1. Private or public business events that use public property with less than 50 people at any one time.</td> <td style="text-align: center;">N/A</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>2. Less than 100 people</td> <td style="text-align: center;">\$100125 per day</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>3. 101 - 200 people</td> <td style="text-align: center;">\$200225 per day</td> <td style="text-align: center;">\$250275</td> </tr> <tr> <td>4. More than 200 people</td> <td colspan="2" style="text-align: center;">Set by Commission based on purpose, number of attendees, and impact</td> </tr> <tr> <td>5. Events (local or non-local user) that charges admission or registration or sell commercial products or services</td> <td colspan="2" style="text-align: center;">Set by Commission based on purpose, number of attendees, and impact.</td> </tr> </table>		Road Closure	El Mar Median Lane Parking	1. Private or public business events that use public property with less than 50 people at any one time.	N/A	N/A	2. Less than 100 people	\$100 125 per day	N/A	3. 101 - 200 people	\$200 225 per day	\$250 275	4. More than 200 people	Set by Commission based on purpose, number of attendees, and impact		5. Events (local or non-local user) that charges admission or registration or sell commercial products or services	Set by Commission based on purpose, number of attendees, and impact.	
	Road Closure	El Mar Median Lane Parking																		
1. Private or public business events that use public property with less than 50 people at any one time.	N/A	N/A																		
2. Less than 100 people	\$100 125 per day	N/A																		
3. 101 - 200 people	\$200 225 per day	\$250 275																		
4. More than 200 people	Set by Commission based on purpose, number of attendees, and impact																			
5. Events (local or non-local user) that charges admission or registration or sell commercial products or services	Set by Commission based on purpose, number of attendees, and impact.																			

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4. Chapter 17 - Jarvis Hall

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

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

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

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

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

Potential use on holidays.

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

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

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

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

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

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

Plaza Use Fees		
Are in addition to the Event Application Fees listed above.		
The use fee is per plaza. If an organization wants to utilize more than one plaza for their event, they must pay for each space.		
Use of the plazas as part of a larger special event are subject to the plaza use fees, in addition to the any other Special Event Use Fee, but may be waived or modified by the Town Commission upon a finding that the applicable event will provide a public benefit.		
Application filed within 30 days of an event date will not be accepted.		
A Deposit may be required and will be set by the Town Manager based on purpose, number of attendees, and impact on the facility.		
5.3	LBTS businesses (limited to 4 rentals per year per business)	\$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	\$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental per organization per year)	\$425 per day per plaza

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Section 3. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED this 27th day of August 2024.



Mayor Edmund Malkoon

Attest:

APPROVED AS TO FORM:

Katrina Adler

83
84 Town Clerk, Katrina Adler

Susan L. Trevarthen

Susan L. Trevarthen, Town Attorney

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86
87 (CORPORATE SEAL)





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

PERMIT HOLDER INFORMATION

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

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Theatre Performance	DATE(S) OF EVENT:	2 nd & 3 rd weekends of March 2026
HOUR(S) OF EVENT:	(see below)	ADDRESS / LOCATION OF EVENT:	Jarvis Hall (4505 N. Ocean Drive, LBTS, FL 33308)

DESCRIPTION OF EVENT:

Theatrical Performances

SEASIDE PLAYERS	
“PLAY FESTIVAL”	
WEDNESDAY, MARCH 11, 2026	
Setup:	6:00 AM – 3:00 PM
FRIDAY, MARCH 15 + SATURDAY, MARCH 14 + SUNDAY, MARCH 15, 2026	
FRIDAY, MARCH 20 + SATURDAY, MARCH 21 + SUNDAY, MARCH 22, 2026	
Friday Show:	7:00 PM
Saturday Show:	7:00 PM
Sunday Show:	6:00 PM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on January 27, 2026 with the following conditions:

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



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

2. Road Closures, Lane Closures, and Parking Spaces:
 - a. Town will waive the parking fees in the lots in front of, and behind, Town Hall. This offers complimentary parking to those attending the performances. Town Staff will coordinate coning off of the parking lot, as well as placing event day signage designating the lots as event parking.
 - b. Twenty-five parking permits will be provided for event cast to be used in the Town Hall parking lots between February 1st and March 22nd for rehearsals and performance times.
3. Setup:
 - a. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - b. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - c. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
4. Broward Sherriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
5. Signage
 - a. Seaside Players are permitted to use the Jarvis Hall street marquis to promote the Event. Marquis sign is to be set East of Jarvis Hall along A1A.
 - b. No signage relating to the event shall be affixed by any means to any outdoor Town structure or signpost without approval. Taping promotional materials to any outdoor structure is not permitted.
6. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
7. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 9:00 a.m. the day of the Event.
8. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
9. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.



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

10. Insurance:

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



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

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



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

DOCUMENTS AND PERMITS REQUIRED

All documents submitted.

SIGNATURES REQUIRED

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

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

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

Sec. 13-6. Noise limitations.

- (a) *Prohibition of sound disturbance.* No person shall make, continue or cause to be made or continued any sound disturbances which violate the noise limitations, as defined in this section.
- (b) *Method of measurement generally.* For the purpose of measuring the volume, intensity and frequencies of sound, the measurement of sound shall be made with a sound level meter operating on the "A" and "C" weighting scale of any standard design and quality meeting the standards prescribed by the American National Standards Association (ANSI). The instruments shall be maintained in calibration and good working order. Measurements recorded shall be taken so as to provide a proper representation of the sound source. The microphone used during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. A wind-screen for the microphone shall be used when required. Traffic, aircraft, and other background sounds shall not be considered in taking measurements, except where such background sound interferes with the primary sound being measured.
 - (1) The slow meter response of the sound level meter shall be used in order to best determine that the average sound has not exceeded the standards set forth in subsections (c)(1) and (c)(2) below.
 - (2) The measurement shall be made at or beyond the real property line of the property on which such sound is generated, or perceived, as appropriate, approximately five feet above ground.
 - (3) In the case of an elevated or directional sound source, compliance with the sound limits is to be maintained at any elevation at or beyond the real property line.
- (c) *Maximum sound levels.* The maximum dBA and dBC sound levels permitted on any property within the Town shall be as follows:
 - (1) The following maximum limitations on sound disturbances shall apply within Zone A (commercial noise zone), as delineated in the map shown in Figure 13:
 - a. Between the hours of 7:00 a.m. and 10:00 p.m., no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 85 dBA or 85 dBC.
 - b. Between the hours of 10:00 p.m. and 7:00 a.m. the following morning, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 75 dBA or 75 dBC.
 - (2) The following maximum limitations on sound disturbances shall apply within Zone B (residential noise zone), as delineated in the map shown in Figure 13:
 - a. Between the hours of 7:00 a.m. and 10:00 p.m., no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 60 dBA or 65 dBC.
 - b. Between the hours of 10:00 p.m. and 7:00 a.m. the following morning, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 55 dBA or 65 dBC.
- (d) *Maximum sound level for activities duly authorized by special event permit.* An activity which has been granted a special event permit pursuant to article VIII of chapter 17 of the Code of Ordinances shall be subject to the maximum limitation on sound disturbances provided within this subsection. In connection

with the permitted special event, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond 100 feet from the source from which the sound emanates if the source is located on public property, or at or beyond the real property line if the source is on private property, a sound level that exceeds the dBA or dBC standard in (c) applicable to the point of measurement and the time of measurement, unless a different standard is established in the special event permit.

(Ord. No. 2009-14, § 2, 7-28-09; Ord. No. 2014-06, § 2, 8-19-14)



Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: January 27, 2026

Submitted By: Katie Anderson, Events & Marketing Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section:

NEW BUSINESS

Subject Title: Paws + Palms Canine Walk Club

Explanation: At this Commission meeting, Staff is putting forward the proposal for a new Town event — The Paws & Palms Dog Walk Club.



Inspired by the many residents and their canine companions who stroll through our downtown and neighborhoods each day, Paws & Palms is designed to create a welcoming space where dog owners can gather, socialize, and enjoy a morning out with their furry friends.

The vision is for Paws & Palms to become a monthly event, held on a Saturday morning, beginning in February 2026. Each month, the Paws & Palms Club will meet at a designated starting location, where participants will receive that month's mile-long walking route.

We hope to partner with local Town businesses by featuring a different ending location each month. The host business would offer a complimentary or discount item as a thank-you for participating. This approach aims to introduce, reintroduce, and strengthen appreciation for our local establishments among residents and neighbors who attend.

Pending the Commission's approval of this event, Staff intends to reach out to the business to see who is interested in hosting the first month. Once a business is determined, Staff will map out the walking route. Should there not be a designated business one month, Friedt Park, located behind the fire station and Town Hall, can serve as the starting and ending point for the route.

All attendees will be required to adhere to the provisions set forth in Chapter 4, Article II of the Town's Code of Ordinances. All well-behaved dogs are welcome and will be required to remain on a leash at all times. Dog owners will be required to carry waste bags and cleanup after their pet should there be any incidents along the walk.

Upon arrival each month, attendees will sign an indemnity release form before participating. This is similar to the process for our Yoga By The Sea program.

With our love for furry friends at the forefront, we are looking forward to exploring the Town together — one walk at a time.

Recommendation: Staff is recommending approval of the new event.

Exhibits: None



Town Commission Agenda Item Report

Meeting Date: January 27, 2026

Submitted By: Susan Trevarthen, Town Attorney

Submitting Department: Legal

Item Type: Ordinance

Agenda Section:

ORDINANCES 1st Reading

Subject Title: ORDINANCE 2026-03: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30 "UNIFIED LAND DEVELOPMENT REGULATIONS," ARTICLE IV, "DEVELOPMENT PERMITS, APPLICATIONS, REQUIREMENTS AND REVIEW PROCEDURES," DIVISION 9 "ZONING RELIEF PROCEDURES," SECTION 30-138 "ZONING RELIEF PROCEDURES" OF THE TOWN'S CODE OF ORDINANCES TO RENAME DIVISION 9 AND SECTION 30-138, AND CREATE SECTION 30-138(b) TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF, AND REASONABLE ACCOMMODATION FOR, CERTIFIED RECOVERY RESIDENCES IN ACCORDANCE WITH STATE LAW; PROVIDING FOR CONFLICT, SEVERABILITY, INCLUSION IN THE TOWN CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation:

Background

Senate Bill 954 (Chapter 2025-182) requires local government to adopt an ordinance, subject to certain restrictions, to formalize and streamline the local government permitting process for applicants seeking approval of, and reasonable accommodations from land use regulations for, a certified recovery residence. Recovery residences are residential units that serve persons recovering from addictions, which are a form of disability protected by state and federal law. The rights of these residences and their ability to locate in the Town are pursuant to longstanding federal and state law, and are not affected by this Ordinance.

Florida Substance Abuse Program

In the 1960s and 1970s, the federal government enacted a series of laws for state to follow to address the care for individuals and families affected by substance abuse, and funding requirements for alcoholism and drug abuse. Thereafter, in response to the federal government's early initiatives, the State of Florida enacted Chs. 396 and 397, F.S. relating to alcohol and drug abuse.

In 1993, the two chapters were combined into a single law entitled the “Hal S. Marchman Alcohol and Other Drug Substance Services Act” (“Marchman Act”), which is currently codified in Ch. 397, Florida Statutes. The purpose of the Marchman Act is to administer the substance abuse services in the State of Florida. It provides the legal process for individual citizens, affected by substance abuse or addiction, to receive proper medical attention, stabilization, and treatment. The Florida Department of Children and Family (“DCF”) is responsible for the implementation and oversight of the Marchman Act. DCF’s responsibilities under the Marchman Act include but are not limited to:

- Licensing and regulations
- Developing standards
- Coordinating with courts and community-based organizations
- Maintaining data
- Providing training and technical assistance to professionals responsible for implementing the Marchman Act.

DCF is also responsible for implementing federal programs and policies related to substance abuse and mental health, as well as the programs funded through the Substance Abuse and Mental Health Services Administration.

In 2025, the Florida Legislature adopted SB 954, codified in Chapter 2025-182, Laws of Florida, which requires local governments in the State of Florida to formalize and streamline the review and approval process for applicants seeking to establish a “certified recovery residence”, including those seeking reasonable accommodations from local land use regulations. To ensure consistency with the “certified recovery residence” requirements in Chapter 2025-182 Laws of Florida and Section 397.487(15)(a), F.S., the Town desires to amend Chapter 30 of the Town Code to rename Section 30-138 and create Section 30-138(b) (**Exhibit 1**).

The Town’s Planning and Zoning Board, sitting as the Town’s Land Planning Agency (LPA), will review the Ordinance at its February meeting.

Analysis

The Town Attorney advised that the Town Commission must adopt this Ordinance to comply with state law. The proposed Ordinance meets the minimum requirements of the new state statute, and is also drafted to comply with the background requirements of federal and state statutes and the caselaw interpreting them.

The application processes under the proposed Ordinance will be administered against the backdrop of the existing Town zoning and land use laws, and will not change those requirements. Given the highly constrained scope of review, and consistent with best practices and with legal recommendation, the proposed Ordinance provides that applications will be administratively approved.

Consistent with the recommendations of the Town Attorney based on the body of state and federal law constraining these decision-making processes, the proposed Ordinance provides for administrative approval of applications, and of appeals from decisions on those applications. Therefore, the proposed Ordinance provides that applications for certified recovery residences will be reviewed and approved by the Development Services Director. Any appeals of the Development Services Director's determination are also administrative under the proposed Ordinance, to be decided by the Town Manager.

Based upon appropriate documentation, the application process may also involve the Development Services Director being asked to grant a reasonable accommodation from strict compliance with the Town's laws. Such a request must be granted only to the extent such accommodation is demonstrated to be required by federal and state statutes and caselaw. Applications for reasonable accommodation will also be administratively approved and subject to administrative appeal to the Town Manager in a similar manner, under the proposed Ordinance.

Any suggested changes to the approval process, or other aspects of the proposed Ordinance, will need to be analyzed legally and addressed on second reading.

Recommendation:

Approval of Ordinance 2026-03, as required by Chapter 2025-182, Laws of Florida, on first reading.

Exhibits:

1. Ord 2026-03 Business Impact Estimate
2. Exhibit 1- Ordinance 2026-03



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):

1 **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**

2 **ORDINANCE NO. 2026-03**

3 **AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF**
4 **LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 30**
5 **“UNIFIED LAND DEVELOPMENT REGULATIONS,” ARTICLE IV,**
6 **“DEVELOPMENT PERMITS, APPLICATIONS, REQUIREMENTS AND**
7 **REVIEW PROCEDURES,” DIVISION 9 “ZONING RELIEF**
8 **PROCEDURES,” SECTION 30-138 “ZONING RELIEF PROCEDURES”**
9 **OF THE TOWN’S CODE OF ORDINANCES TO RENAME DIVISION 9**
10 **AND SECTION 30-138, AND CREATE SECTION 30-138(b) TO**
11 **ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF,**
12 **AND REASONABLE ACCOMMODATION FOR, CERTIFIED**
13 **RECOVERY RESIDENCES IN ACCORDANCE WITH STATE LAW;**
14 **PROVIDING FOR CONFLICT, SEVERABILITY, INCLUSION IN THE**
15 **TOWN CODE, AND PROVIDING FOR AN EFFECTIVE DATE.**

16 **WHEREAS,** Florida law provides that municipalities shall have the governmental,
17 corporate, and proprietary powers to enable them to conduct municipal government, perform
18 municipal functions, and render municipal service, and exercise any power for municipal
19 purposes, except when expressly prohibited by law, and to adopt ordinances in furtherance of
20 such authority; and

21 **WHEREAS,** the Town of Lauderdale-By-The-Sea (the “Town”) finds it periodically
22 necessary to amend its Code of Ordinances (“Code”) in order to update regulations and procedures
23 to maintain consistency with state law, implement municipal goals and objectives, clarify
24 regulations, and address specific issues and needs that may arise; and

25 **WHEREAS,** the Town is committed to ensuring compliance with federal civil rights laws,
26 including the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of
27 the American with Disabilities Act, 42 U.S.C. ss. 12131 et seq.; and

28 **WHEREAS,** in the early 1970s, the federal government enacted laws for states to develop
29 a continuum of care for individuals and families affected by substance abuse; and

30 **WHEREAS,** in response to the federal laws, the Florida Legislature enacted Chapters 396
31 and 397, F.S., relating to alcohol and drug abuse, respectively; and

32 **WHEREAS,** in 1993, the Florida Legislature adopted legislation combining Chapters 396
33 and 397 of the Florida Statutes into a single law, the “Hal S. Marchman Alcohol and Other Drug
34 Services Act” (the “Marchman Act”), which encourages individuals to seek services on a voluntary
35 basis within the existing financial and space capacities of a service provider; and

36 **WHEREAS**, the Department of Children and Families (DCF) is responsible for
37 administering substance abuse and mental health prevention, treatment, and recovery statewide
38 consistent with the Marchman Act; and

39 **WHEREAS**, on June 25, 2025, the Governor signed into law Senate Bill 954, which
40 amends Section 397.487, Florida Statutes (“Voluntary Certification of Recovery Residences”),
41 and requires the Town to enact an ordinance providing for procedures for review and approval of
42 certified recovery residences, including a process for requesting reasonable accommodations from
43 any local land use regulation that serves to prohibit the establishment of a certified recovery
44 residence; and

45 **WHEREAS**, it is necessary to amend the Town’s Unified Land Development Regulations
46 in the Code to comply with Section 387.487, Florida Statutes, as amended; and

47 **WHEREAS**, creating procedures to request a reasonable accommodation to establish a
48 certified recovery residence protected by federal law will provide people with disabilities equal
49 access to housing opportunities within the Town while preserving the overall intent and purpose
50 of the Town’s planning and land use regulations; and

51 **WHEREAS**, other kinds of residences or group homes and other land uses protected by
52 federal law will continue to be regulated by Section 30-138(a); and

53 **WHEREAS**, on January 27, 2026, at a duly noticed public hearing in accordance with law,
54 the Town’s Planning and Zoning Board, sitting as the Local Planning Agency reviewed and
55 recommended [approval/approval with modifications/rejection] of the proposed Ordinance; and

56 **WHEREAS**, after conducting a public hearing and reviewing the Planning and Zoning
57 Board’s recommendations, the recommendations of Town staff, and comments from the public,
58 the Town Commission finds that the proposed amendments to its Code and Unified Land
59 Development Regulations are in compliance and consistent with Florida law and with its adopted
60 Comprehensive Plan; and

61 **WHEREAS**, the Town Commission held a public hearing, at which all members of the
62 public so desiring had an opportunity to be heard; and

63 **WHEREAS**, the Town Commission finds that this Ordinance is in the best interest and
64 welfare of the residents of the Town.

65 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
66 **THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA¹:**

¹ Coding: ~~Strikethrough~~ words are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double-strikethrough~~ and double underline.

106 (2) Definitions.³ As used in this division, the following words and phrases shall have the
107 following meanings:
108

109 Certified recovery residence. A recovery residence that holds a valid certificate of
110 compliance and is actively managed by a certified recovery residence administrator.
111

112 a. A Level I certified recovery residence houses individuals in recovery who have
113 completed treatment, with a minimum of 9 months of sobriety. A Level I
114 certified recovery residence is democratically run by the members who reside
115 in the home.
116

117 b. A Level II certified recovery residence encompasses the traditional perspectives
118 of sober living homes. There is oversight from a house manager who has
119 experience with living in recovery. Residents are expected to follow rules
120 outlined in a resident handbook provided by the certified recovery residence
121 administrator. Residents must pay dues, if applicable, and work toward
122 achieving realistic and defined milestones within a chosen recovery path.
123

124 c. A Level III certified recovery residence offers higher supervision by staff with
125 formal training to ensure resident accountability. Such residences are staffed 24
126 hours a day, 7 days a week, and offer residents peer-support services, which
127 may include, but are not limited to, life skill mentoring, recovery planning, and
128 meal preparation. Clinical services may not be performed at the residence. Such
129 residences are most appropriate for persons who require a more structured
130 environment during early recovery from addiction.
131

132 d. A Level IV certified recovery residence is a residence offered, referred to, or
133 provided by, a licensed service provider to its patients who are required to reside
134 at the residence while receiving intensive outpatient and higher levels of
135 outpatient care. Such residences are staffed 24 hours a day and combine
136 outpatient licensable services with recovery residential living. Residents are
137 required to follow a treatment plan and attend group and individual sessions, in
138 addition to developing a recovery plan within the social model of living in a
139 sober lifestyle. No clinical services are provided at the residence and all
140 licensable services are provided offsite.
141

142 Certified recovery residence administrator. A recovery residence administrator who
143 holds a valid certificate of compliance.
144

145 Community housing. A certified recovery residence offered, referred to, or provided by
146 a licensed service provider that provides housing to its patients who are required to
147 reside at the residence while receiving intensive outpatient and higher levels of
148 outpatient care. A certified recovery residence used by a licensed service provider that

³ Refer to sec. 397.311, Florida Statutes, as amended, for a list of terms and definitions associated with the state substance abuse law.

149 meets the definition of community housing shall be classified as a Level IV level of
150 support, as described in ss.397.311(5), Florida Statutes.

151
152 Department. the Town’s Development Services Department.

153
154 Department director. The Town’s Development Services Department Director.

155
156 Licensed service provider. A public agency, a private for-profit or not-for profit agency,
157 a physician or any other private practitioner licensed under Chapter 397 of the Florida
158 Statutes, or a hospital that offers substance abuse services through one or more licensed
159 service components.

160
161 Recovery residence. A residential dwelling unit, the community housing component of
162 a licensed day or night treatment facility with community housing, or other form of
163 group housing, which is offered or advertised through any means, including oral,
164 written electronic, or printed means, by any person or entity as a residence that provides
165 a peer-supported, alcohol-free living environment.

166
167 (3) Procedure for Processing a Certified Recovery Residence Request.

168
169 a. Application. A request by an applicant for establishing a certified recovery residence
170 under this division shall be submitted in writing to the Department on an application
171 form approved by the Town. This form will be maintained by the Department, as
172 amended from time to time. The application shall contain such questions and requests
173 for information as necessary for processing the certified recovery residence application
174 request, including the following:

- 175
176 (i) Name and contact information of the applicant or the applicant’s authorized
177 representative;
- 178
179 (ii) Property address, parcel identification number, description of the property, and
180 a survey of the property;
- 181
182 (iii) Consent of the current owner of the subject property, if the applicant is not the
183 owner of the subject property;
- 184
185 (iv) A letter of intent identifying the existing zoning district of the property,
186 including any previously approved conditions or modifications;
- 187
188 (v) Description of the accommodation requested and the specific regulation or
189 policy from which relief is sought; and
- 190
191 (vi) Confirm the general location of off-street parking.

192
193 b. Assistance. The Town will provide reasonable assistance to ensure that the process is
194 accessible and that the applicant's request is documented on the form provided by the

195 Town. The applicant's request for assistance or meeting shall be made in writing to the
196 Department to ensure that resources and staff are available to guide the applicant
197 through the review and approval process.

199 c. Fees. No fees or costs may be imposed for applications submitted under this section
200 or an appeal of a decision on such application to the Town Commission.

202 d. Application completeness and accuracy. The Town shall date-stamp each certified
203 recovery residence application upon receipt. Within five (5) calendar days after
204 receiving such an application, the Department shall confirm receipt of the
205 application using the contact information provided by the applicant. An application
206 will be considered complete by the Department if it is submitted in the required form
207 with all mandatory information and material. This provision does not preclude the
208 identification and correction of information submitted by the applicant after an
209 application is accepted.

211 (4) Decision Process for Certified Recovery Residence.

213 a. Review. The Town must notify the applicant in writing within the first 30 calendar
214 days after receipt of an application, whether additional information is required, and
215 allow the applicant at least thirty (30) calendar days to respond.

217 b. Request for Additional Information.

219 (i) If necessary, within the first 30 calendar days after receipt of the application,
220 the Department Director may request additional information from the applicant,
221 specifying in sufficient detail what information is required. The applicant shall
222 have at least 30 calendar days after the date the information is requested to
223 respond.

225 (ii) If the applicant fails to respond to the request for additional information, the
226 Department Director shall deny the request for relief upon the basis that it has
227 been deemed abandoned or withdrawn. No further action by the Town
228 concerning said relief request shall be required.

229 c. Written Decision.

232 (i) Within sixty (60) calendar days after receipt of a completed application, the
233 Department must issue a final written determination on such application:

235 1. The determination must be approved in whole or in part, with or without
236 conditions; or

237 2. Deny the request, stating with specificity the objective, evidence-based
238 reasons for denial, and identifying any deficiencies or actions necessary for
239 reconsideration.

240
241 (ii) If a final written determination is not issued within 60 days after receipt of a
242 completed application, the request is deemed approved unless the parties agree
243 in writing to a reasonable extension of time.
244

245 d. Expiration of approval. Approval of a request for reasonable accommodation for the
246 establishment of a certified recovery residence shall expire after one hundred eighty
247 (180) days if not implemented. In the event the applicant ceases to operate the property
248 as a Certified Recovery Residence, any approved accommodations shall immediately
249 expire and the property shall be in compliance with the Town Code.
250

251 (5) Reasonable Accommodations for Certified Recovery Residences. The Town shall apply the
252 following procedures and criteria in considering a reasonable accommodation request for
253 establishing a Certified Recovery Residence:

254 a. Procedures for requesting a reasonable accommodation and criteria.

255 (i) Application. A request by an applicant for reasonable accommodation under
256 this section shall be made in writing to the Department on a "reasonable
257 accommodation request application form," which form is maintained by the
258 Town. The application shall contain such questions and requests for
259 information as are necessary for processing the reasonable accommodation
260 request including the following:

- 261 1. Name, address, and telephone number of applicant.
- 262 2. Address of subject property and parcel identification number.
- 263 3. Consent of the owner of the subject property.
- 264 4. Current use of the property.
- 265 5. Basis for the claim that the applicant is protected under applicable law(s).
- 266 6. The Town's regulation(s) from which reasonable accommodation is being
267 requested.
- 268 7. Identification of the specific accommodation requested and why the
269 accommodation is necessary to make the subject property accessible to the
270 individual.

271 (ii) Assistance. If the applicant needs assistance in making a request for a
272 reasonable accommodation or meeting the requirement that the request be
273 made in writing, the Town will provide reasonable assistance to ensure that
274 the process is accessible, and that the applicant's request is documented on the
275 form provided by the Town.

276 b. Criteria for determining reasonable accommodations. In reviewing the application for
277 reasonable accommodation for a certified recovery residence, the following criteria will
278 be applied:
279

- (i) Whether the applicant has established that he/she, or the individual on whose behalf the application was submitted, is protected under applicable laws.
- (ii) Whether the applicant has established that the requested accommodation is reasonable and necessary to afford the disabled individual an equal opportunity to use and enjoy the property.
- (iii) Whether the requested accommodation would impose an undue financial or administrative burden on the Town.
- (iv) Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the Town.
- (v) Whether alternative reasonable accommodations could provide an equivalent level of benefit, if applicable.
- (vi) Whether applicant adheres to all applicable state and federal laws relating to Certified Recovery Residences and can demonstrate the same, inclusive of all required licensures or credentials for operation of a Certified Recovery Residence.
- (vii) Whether the licensed service provider has a paid certified employee on call during the time when individuals are at a community housing location, if applicable.
- (viii) Any other relevant criteria under applicable laws.
- (ix) For Level IV Certified Recovery Residences that are operating as Community Housing and are actively managed by a certified recovery residence administrator approved for 100 residents pursuant to Florida Statutes and is wholly owned or controlled by a licensed service provider:
 - 1. If electing to manage up to 150 residents: whether the residence maintains a service provider personnel-to-patient ration of 1 to 9 and maintains onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident-ratio of 1 to 10; and
 - 2. If electing to manage up to 300 residents: whether the residence maintains a service provider personnel-to-patient ratio of 1 to 8, and maintains onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 6.

(6) Appeal. An applicant aggrieved by a decision of the Department Services Director under this section may appeal the decision to the Town Manager.

- a. Exhaustion required. A request for relief under this section shall be required prior to any person filing a lawsuit based upon applicable laws. Completion of the relief procedures provided herein shall constitute the exhaustion of all administrative remedies available from the Town.
- b. Effect while pending. While an application for relief or appeal of a decision of same is pending before the Town, the Town will not enforce the subject code, rules, policies,

323 and procedures, except the Town may seek injunctive relief if an imminent threat to the
324 health, safety and welfare of the public is present.

325
326 (7) Revocation. The Department may revoke a granted accommodation of a certified recovery
327 residence for cause, including, but not limited to, a violation of the conditions of approval
328 or the lapse, revocation, or failure to maintain licensure required under this section, if not
329 reinstated within 180 calendar days.

330
331 (8) Compliance. The establishment of a reasonable accommodation process does not relieve
332 the Town from its obligations under the Fair Housing Amendments Act (42 U.S.C. ss. 3601
333 et seq.), and Title II of the American with Disabilities Act (42 U.S.C. ss. 12131 et seq.).
334 The regulation for which the applicant is seeking reasonable accommodation must not
335 facially discriminate against or otherwise disparately impact the applicant.

336
337 (9) Declarations. The application of this subsection does not supersede any current or future
338 declaration or declaration of condominium adopted pursuant to Chapter 718; any
339 cooperative document adopted pursuant to Chapter 719; or any declaration or declaration
340 of covenant adopted pursuant to Chapter 720.

341
342 ***

343 **Section 3. Conflicting Provision.** All prior ordinances or resolutions or parts thereof in
344 conflict herewith are hereby repealed, but only to the extent of such conflict.

345
346 **Section 4. Severability.** The provisions of this Ordinance are declared to be
347 severable, and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason,
348 be held to be invalid or unconstitutional by any court of competent jurisdiction, then such decision
349 shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this
350 Ordinance.

351
352 **Section 5. Codification.** It is the intention of the Town Commission and it is hereby
353 ordained that the provisions of this Ordinance shall become and be made a part of the Code of
354 Ordinances of Lauderdale-By-The-Sea, Florida, that the sections of this Ordinance may be
355 renumbered or re-lettered, and that the word “Ordinance” shall be changed to “Section,” or such
356 other appropriate word or phrase, to accomplish such intentions.

357
358 **Section 6. Effective Date.** This Ordinance shall take effect immediately upon the
359 adoption hereof.

360
361 Passed on the first reading, this ____ day of _____, 2026.

362
363 Passed on the second reading, this ___ day of _____, 2026.

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MAYOR EDMUND MALKOON

First Reading

Second Reading

Mayor Malkoon

Vice-Mayor Strauss

Commissioner Pouloupoulos

Commissioner DeNapoli

Commissioner Graziano

ATTEST:

Acting Town Clerk Courtney Easley
(CORPORATE SEAL)

APPROVED AS TO FORM ONLY:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: January 27, 2026

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Ordinance

Agenda Section:

ORDINANCES 2nd 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:

This Ordinance (**Exhibit 1**) represents the first installment of a broader package of code updates intended to modernize outdated provisions, resolve recurring permitting and enforcement issues, improve emergency response, and align the Town Code with current state law and operational realities. The amendments were developed in direct response to issues consistently raised by residents, contractors, associations, and staff over the past year.

Staff presented the following changes for consideration to the Town Commission on first reading (**Exhibit 2- Staff Report and Exhibits**).

Waterside Address Numbering – Sec. 6-6

The Ordinance introduces new requirements for visible waterside address numbering for properties located along canals, the Intracoastal Waterway, or the beach. While street numbers are typically visible from the roadway, they are often difficult or impossible to identify from the water or shoreline, creating delays for marine patrol, fire rescue, and emergency medical response. The amendment requires conspicuous waterside numbers with minimum size and contrast standards, flexible placement options, and staff discretion to determine the most visible location when needed. For beachfront properties using backlit numbers, lighting must comply with existing sea turtle protection standards, balancing emergency visibility with environmental stewardship. This change improves emergency response, marine navigation, and consistency with existing streetside numbering requirements.

Fine Adjustments – Sec. 6-11

The Ordinance modestly increases code enforcement fines to reflect the Town's rising administrative and enforcement costs and to restore the deterrent effect of penalties. Fine

amounts have remained unchanged for many years while staff time, inspections, hearings, and case management costs have increased. The revised schedule includes incremental increases for first, second, and repeat violations, reinforcing compliance while remaining reasonable and proportionate. These adjustments help ensure enforcement costs are not disproportionately borne by compliant taxpayers.

Time Limits for Construction and Repair – Sec. 6-12

To address prolonged and disruptive construction activity in residential neighborhoods, the Ordinance reinforces clear completion timelines for substantial improvements consistent with the Florida Building Code. A limited extension process is retained for extenuating circumstances, requiring public review and notice to nearby neighbors. Penalties for missed deadlines are modestly increased to encourage timely completion while maintaining flexibility for responsible property owners. This amendment helps protect neighborhood livability, safety, and appearance.

Association Authorization for Permitted Work – Sec. 6-33

The Ordinance clarifies and strengthens requirements for HOA, COA, and PUD authorization prior to permit issuance when proposed work affects common areas, shared systems, or exterior elements. This addresses recurring situations where permits are sought or construction begins without required association approval, placing staff in the middle of private disputes and delaying projects. The amendment establishes clear documentation requirements, provides for affidavits where authorization is not required, preserves emergency permitting, and authorizes enforcement tools such as permit holds or stop-work orders. Voluntary associations are expressly excluded. These changes improve permitting clarity, protect shared property and life-safety systems, and keep the Town out of private governance conflicts.

Incorporation of Florida Statute § 553.791

The Ordinance formally incorporates Florida Statute § 553.791 (Alternative Plans Review and Inspection) by reference, clarifying that the Town recognizes and follows state procedures for private provider plan review and inspections. It further clarifies that use of a private provider does not exempt applicants from association authorization requirements, preventing circumvention of community approvals and ensuring consistency with state law.

Recommendation: The Town Commission approved the Ordinance on first reading on January 13, 2026 with no recommended changes. Staff recommends adoption on second reading as presented.

Exhibits:

1. Exhibit 1- ORDINANCE 2026-01
2. Exhibit 2- Staff Report and Exhibits

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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.

ARTICLE II. BUILDING DEPARTMENT

~~Sec. 6-33.—Reserved.~~ 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.

149

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 13th day of January, 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

 YES _____

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Vice-Mayor Strauss

 YES _____

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Commissioner Denapoli

 YES _____

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Commissioner Graziano

 YES _____

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Commissioner Pouloupoulos

 YES _____

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178 Attest:

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Courtney Easley, Acting Town Clerk
(CORPORATE SEAL)

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186 Approved as to form:

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Town Attorney, Susan L. Trevarthen

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Agenda Item No: 16.a.

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: 2026-1

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.

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

1
2 **AN ORDINANCE OF THE TOWN OF LAUDERDALE-**
3 **BY-THE-SEA, AMENDING CHAPTER 6, “BUILDINGS**
4 **AND BUILDING REGULATIONS,” ARTICLE I, “IN**
5 **GENERAL,” AND ARTICLE II, “BUILDING**
6 **DEPARTMENT,” TO UPDATE AND CLARIFY**
7 **CERTAIN BUILDING AND PERMIT**
8 **REQUIREMENTS; PROVIDING FOR**
9 **CODIFICATION, SEVERABILITY, CONFLICTS AND**
10 **AN EFFECTIVE DATE.**

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

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

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

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

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

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26 **SECTION 1. Recitals.** The foregoing “Whereas” clauses are ratified and incorporated
27 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
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* * *

Secs. 6-13—6-30. Reserved.

ARTICLE II. BUILDING DEPARTMENT

~~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.

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 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.

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 126 is also required for properties falling under the requirements of Town Code Section 30-51.

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144 (a) Adoption by reference. Florida Statutes § 553.791 is adopted by reference and shall apply
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149

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 155 intentions.

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 157 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall
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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
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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
(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

[Title XXXIII](#)
REGULATION OF TRADE, COMMERCE, INVESTMENTS,
AND SOLICITATIONS

[Chapter 553](#)
BUILDING CONSTRUCTION
STANDARDS

[View Entire
Chapter](#)

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.



Town Commission Agenda Item Report

Meeting Date: January 27, 2026

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Ordinance

Agenda Section:

ORDINANCES 2nd Reading

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:

Ordinance 2026-02 (**Exhibit 1**) implements direction provided by the Town Commission at its October 14, 2025 meeting to modernize and clarify provisions within Chapter 30 (Unified Land Development Regulations), particularly as they relate to mixed-use development, redevelopment standards, and regulatory consistency within the B-1 and RM-25 zoning districts. The amendments are intended to remove outdated or unintended barriers to reinvestment while maintaining appropriate Town Commission oversight.

Key changes include updates to B-1 mixed-use regulations, correcting a scrivener's error, eliminating the 250-foot Commercial Boulevard distance limitation that created arbitrary distinctions between similarly situated properties, and retaining the 50 percent residential floor area cap while allowing the Town Commission limited discretion to approve additional residential area based on specific findings related to commercial viability, compatibility, parking, infrastructure, and design quality. Amendments to RM-25 redevelopment standards clarify applicability along Bougainvillea Drive, remove unintended redevelopment constraints, and confirm a clear height limit of up to three stories and 33 feet, consistent with the Florida Building Code and Town Charter. Additional clarifications address fence height measurement in elevated construction, prohibit fence connections that would create height violations, and update drainage requirements to reflect longstanding Town Engineer practice by limiting

drainage plan triggers to projects that increase impervious surface or parking areas.

The Planning & Zoning Board reviewed the Ordinance on December 10, 2025 and recommended approval as written (**Exhibit 2- Meeting Minutes**). The Town Commission voted to approve Ordinance 2026-02 on first reading at its January 13, 2026 meeting (**Exhibit 3- January 13 Action agenda and Staff Report with Exhibits**). Staff recommends adoption on second reading, finding the amendments improve clarity, predictability, and flexibility while preserving established development standards and Commission review authority.

Recommendation: Staff recommends approval of Ordinance 2026-02 as proposed on second reading.

Exhibits:

1. Exhibit 1- ORDINANCE 2026-02
2. Exhibit 2- Planning and Zoning Meeting Minutes
3. Exhibit 3- January 13 Action agenda and Staff Report with Exhibits

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

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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

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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

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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, THAT¹:**

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

¹ 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.

144
145 ***

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 Bougainvillea 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:

167 ***

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.

200

201 ***

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

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

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

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

215 Passed on the first reading, this 13th day of January, 2026.

216 Passed and adopted on the second reading, this ___ day of _____, 2026.

217

218

219

MAYOR EDMUND MALKOON

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: _____



Agenda Item No: 16.b.

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 2026-02: 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: 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 TOWNS CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE

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 2026-02

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, THAT¹:**

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

¹ 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.

144
145 ***

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 Bougainvillea 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:

167 ***

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.

200

201

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

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

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

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

215 Passed on the first reading, this 13th day of January, 2026.

216 Passed and adopted on the second reading, this 27th day of January 2026.

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MAYOR EDMUND MALKOON

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First Reading

Second Reading

Mayor Malkoon

Vice-Mayor Strauss

Commissioner Graziano

Commissioner DeNapoli

Commissioner Pouloupoulos

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

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

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

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

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 27, 2026

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

Submitting Department: Administration

Item Type: Resolution

Agenda Section:

RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2026-02: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AND AUTHORIZING AN AGREEMENT WITH EDJ TREE SERVICE LLC FOR TREE TRIMMING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

Explanation: The Town has traditionally contracted tree trimming services to ensure the health of its trees and maintain the aesthetic character for which the community is known. All town-owned palm trees are trimmed annually, and coconut palms are trimmed twice per year to remove excess coconuts that may pose a public safety hazard. Canopy trees are trimmed on an as-needed basis, typically every few years. This work helps thin the canopy to promote healthy new growth, remove low-hanging or damaged branches, and shape the trees to maintain an attractive appearance.

On November 24, 2025, the Town issued Request for Proposals No. 25-11-01 for tree trimming services (“RFP”). The Town received proposals from seven qualified contractors. On January 9, 2026, the RFP Evaluation Committee convened to evaluate the submittals in accordance with Florida Statutes and the criteria outlined in the RFP. The evaluation criteria included the following:

- Cost Proposal (40%)
- Experience and Qualifications (20%)
- Technical Approach and Methodology (15%)
- Past Performance & References (10%)
- Staffing Resources (10%)
- Compliance & Responsiveness to RFP (5%)

Following a thorough review, the Committee ranked the proposals as follows:

<u>Company</u>	<u>Total</u>
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<u>Name</u>	<u>Points</u>
EDJ Tree Service	284.45
The Green Experts	277.50
Lemon Lime Landscaping	277.00
Sherlock Tree Company	275.95
CocoTree Services	270.90
Arboria Landscape	245.75
Green Wise Group	229.50

Because cost was an evaluation factor, section 218.391(4)(b), Florida Statutes, requires the Town Commission to select the highest-ranked qualified proposer or document the reason for not selecting the highest-ranked firm. When compensation is not a factor, section 218.391(4)(a) requires negotiations to begin with the highest-ranked proposer, proceeding to the next-ranked firm only if negotiations are unsuccessful.

Based on the evaluation of all qualified proposals, staff recommends that the Town Commission award a three-year contract, with two additional one-year renewal options, for tree trimming services to EDJ Tree Service LLC, the highest-ranked responsive and responsible proposer.

Recommendation: Authorize the Town Manager to execute a contract with EDJ Tree Service for tree trimming services, in substantial conformity with the contract attached hereto as Exhibit "A," together with such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Exhibits:

1. Resolution 2026-02 - Tree Trimming Services
2. Exhibit A to Reso 2026-02 Professional Services Agreement
3. Contractor Pricing Proposals
4. RFP 2025-11-01 Tree Trimming Services
5. RFP No. 25-11-01 - EDJ Tree Service LLC Response

28 **Section 2. Selection.** The Town Commission hereby selects the Contractor’s proposal for
29 the Services.

30 **Section 3. Authorization to Execute Agreement.** The Town Manager is hereby
31 authorized to execute the Agreement with the Contractor for the Services, in substantial conformity
32 to the attached Exhibit “A,” together with such non-substantial changes as are deemed acceptable
33 to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

38 **PASSED AND ADOPTED** this _____ day of January 27, 2026.

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Mayor Edmund Malkoon

Attest:

Courtney Easley, Acting Town Clerk
(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

This Agreement for Tree Trimming Services (“Agreement”), made and entered into this ____ day of ____ 2026, by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and EDJ Tree Service, LLC Services (the “Contractor”).

WITNESSETH:

WHEREAS, on November 24, 2025, the Town of Lauderdale-By-The-Sea (the “Town”) issued a Request for Proposals No. 25-11-01 for tree trimming services (the “RFP”); and

WHEREAS, the Town desires to contract with Contractor for the provision of tree trimming services as provided for in the RFP (the “Services”), and the Contractor desires to contract with the Town to provide the Services.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Services. Contractor, as an independent contractor, at its own cost and expense, shall perform the Services provided below:

- 1.1 The Contractor shall meet the requirements and perform the services described herein and as described in the RFP, attached hereto and incorporated herein as **Exhibit 1** and the Contractor’s Proposal, attached hereto and incorporated herein as **Exhibit 2**.
- 1.2 Contractor agrees and acknowledges that Contractor did not take any exceptions to the RFP and is prohibited from exempting any provision of the RFP or of this Agreement in any of Contractor’s Services pursuant to this Agreement. The provisions and requirements of the RFP, attached as **Exhibit 1**, are hereby ratified and confirmed and are incorporated herein by this reference. Contractor shall comply with each and every provision of the RFP.

Contractor shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Contractor shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Contractor to provide the Services required hereunder.

2. Term. This Agreement is for three (3) years from the date of execution by the parties, with two (2) additional one (1) year renewal options.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Contractor shall at all times protect Town’s property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Contractor as provided in Contractor’s Proposal, attached hereto as **Exhibit 2**. The Town shall pay the Contractor within 30 days of receipt of an approved invoice.

5. Books and Records. Contractor shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of Contractor related to the services authorized herein upon reasonable notice provided to Contractor. Any incomplete or incorrect entry in such books and records shall be a basis for Town’s disallowance and recovery of any payment to Contractor based upon such entry.

6. Indemnity. Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits,

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

liabilities, causes of action, judgment or damages, arising out of, related to, whether directly or indirectly, or any way connected with Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties for work or materials required under or related to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, whether directly or indirectly, or in any way connected with Contractor's performance or non-performance of this Agreement. The provisions of this section shall survive termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Termination. Town Manager may, with or without cause, terminate this Agreement upon sixty (60) days written notice to the Contractor, effective on the date specified in the notice.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town Manager
 Town of Lauderdale-By-The-Sea
 4501 Ocean Drive
 Lauderdale-By-The-Sea, Florida 33308

With a copy to: Town Attorney
 Town of Lauderdale-By-The-Sea
 4501 Ocean Drive
 Lauderdale-By-The-Sea, FL 33308

For The Contractor: James Pagni
 9510 Listow Terrace
 Boynton Beach, FL 33472

9. Assignment and Changes. Contractor may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town and the Town Volunteer Fire Department are named as additional insureds with respect to the required coverage. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect.

All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

Contractor shall maintain in full force and effect throughout the contract the following types and limitations of insurance coverage:

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.
4. **Professional Liability** –

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Contractor Representations. Contractor represents the following: Contractor is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Contractor have been duly authorized; this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required. Contractor represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded to classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

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

(a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR 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 TOWN's custodian of public records, CONTRACTOR shall provide the TOWN 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 TOWN.

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

(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 CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR 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 CONTRACTOR shall be withheld until all records are received as provided herein.

(f) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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.

15. Scrutinized Companies

- a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

16. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

17. Waiver of Jury Trial. The Town and Contractor **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

18. Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. Ethics.

- a. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- b. 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. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
- c. 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.
- d. Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

21. E-Verify. In accordance with Section 448.095, Florida Statutes, the TOWN requires all contractors doing business with the TOWN to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The TOWN 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 CONTRACTOR 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.

22. Noncoercive Conduct. 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 CONTRACTOR 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.

23. Prohibition on Contracting With Entities of Foreign Concern. Pursuant to Section

Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity 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. By entering into this Agreement, the CONTRACTOR acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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Town of Lauderdale-By-The-Sea
PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

CONTRACTOR:

TOWN OF LAUDERDALE-BY-THE-SEA

By: _____
Ken Rubach, Town Manager

By: _____

Attest: _____
Courtney Easley, Acting Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney Susan L. Trevarthen

TREE TRIMMING SERVICES RFP 25-11-01

Coco Tree Service Corp

Deliverables	Quantity	Cost	Total
Cost per Palm Tree	1300	\$ 77.00	\$ 100,000.00
Hourly Rate for Canopy Tree Crew	100	\$ 274.00	\$ 27,400.00
Hourly Rate for Stump Grinding	10 hrs.	\$ 77.00	\$ 770.00
Total Project Cost			\$ 128,170.00

Arboria Landscape & Tree Care

Deliverables	Quantity	Cost	Total
Cost per Palm Tree	1300	\$ 39.45	\$ 51,285.00
Hourly Rate for Canopy Tree Crew	100	\$ 225.00	\$ 22,500.00
Hourly Rate for Stump Grinding	10 hrs.	\$ 155.00	\$ 1,550.00
Total Project Cost			\$ 75,335.00

Green Wise Group LLC.

Deliverables	Quantity	Cost	Total
Cost per Palm Tree	1300	\$ 154.75	\$ 201,175.00
Hourly Rate for Canopy Tree Crew	100	\$ 273.00	\$ 27,300.00
Hourly Rate for Stump Grinding	10 hrs.	\$ 188.00	\$ 1,880.00
Total Project Cost			\$ 230,355.00

Sherlock Tree Company, Inc.

Deliverables	Quantity	Cost	Total
Cost per Palm Tree	1300	\$ 44.50	\$ 57,850.00
Hourly Rate for Canopy Tree Crew	100	\$ 249.50	\$ 24,950.00
Hourly Rate for Stump Grinding	10 hrs.	\$ 125.00	\$ 1,250.00
Total Project Cost			\$ 84,050.00

The Green Experts

Deliverables	Quantity	Cost	Total
Cost per Palm Tree	1300	\$ 45.00	\$ 58,500.00
Hourly Rate for Canopy Tree Crew	100	\$ 165.00	\$ 16,500.00
Hourly Rate for Stump Grinding	10 hrs.	\$ 95.00	\$ 950.00
Total Project Cost			\$ 75,950.00

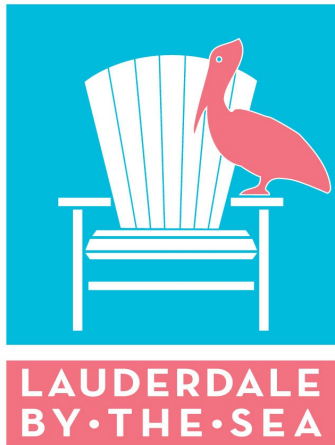
EDJ Tree Service LLC

Deliverables	Quantity	Cost	Total
Cost per Palm Tree	1300	\$ 34.00	\$ 44,200.00
Hourly Rate for Canopy Tree Crew	100	\$ 222.86	\$ 22,286.00
Hourly Rate for Stump Grinding	10 hrs.	\$ 86.93	\$ 869.30
Total Project Cost			\$ 67,355.30

Lemon Lime Landscaping

Deliverables	Quantity	Cost	Total
Cost per Palm Tree	1300	\$ 30.00	\$ 39,000.00
Hourly Rate for Canopy Tree Crew	100	\$ 350.00	\$ 35,000.00
Hourly Rate for Stump Grinding	10 hrs.	\$ 150.00	\$ 1,500.00
Total Project Cost			\$ 75,500.00

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPOSAL No. 25-11-01

Tree Trimming Services

**RFP OPENING: Monday, November 24, 2025
12:00 P.M.**

Town Hall
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS NO. 2025-11-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

Tree Trimming Services

The Town intends to award a contract to a firm(s) to provide services necessary for the project (Tree Trimming Services) described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 2:00 p.m. (local), Friday, December 12, 2025 Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

ALL QUESTIONS AND CONTACT WITH THE TOWN REGARDING THIS RFP ARE TO BE DIRECTED TO:

Courtney Easley, Acting Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200
Fax: 954-640-4236
Email: townclerk@lbts-fl.gov

RFP documents may be obtained via the Internet at the Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Town Clerk. See Part II, Section H of the RFP for information regarding submitting a proposal.

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

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Tree Trimming Services
Town of Lauderdale-By-The-Sea RFP No. 25-11-01
Part I – Statement of Work

Appendix

Appendix A. Broward County Tree Ordinance

A-1

Tree Trimming Services
Town of Lauderdale-By-The-Sea RFP No. 25-11-01
Part I – Statement of Work

SECTION I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea is seeking proposals from qualified companies interested in providing Tree Trimming Services.

B. GENERAL INFORMATION

The Town is seeking to enter into a four (4) year agreement with two (2) additional two (2) year optional extension periods.

The Town has spent approximately \$65,000 annually on tree trimming services.

Prior to submission of a Proposal, the Proposer is required to travel throughout the Town of Lauderdale-By-The-Sea and become familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials and labor required. As the work to be performed extends throughout the Town, there is not one specific area identified as typical.

However, as the trees to be trimmed are similar, viewing any tree-lined medians within the Town right of ways will provide you with an indication of the conditions. No allowances shall be made because of a lack of knowledge of these conditions.

Tree Trimming Services

Town of Lauderdale-By-The-Sea RFP No. 25-11-01

Part I – Statement of Work

C. SCOPE OF WORK

1. There are approximately 900 Town owned palm trees, including, but not limited to, Coconut, Date, Sable and Royal Palm trees, that need to be trimmed annually. All Palm trees shall be priced per tree including all labor, equipment, clean up and disposal of all debris in accordance with State, County and Local laws. All trees shall be trimmed in accordance with Broward County Code Chapter 27, Article 14, as shown in Appendix A.
2. Annual Palm tree trimming shall begin when a written notice to proceed is issued by the Public Works Director or designee and shall finish no later than six weeks after the notice to proceed is issued.
3. Canopy Tree Crew: There are approximately **100** canopy trees including, but not limited to, Oak, Gumbo Limbo, Black Olive and Ficus trees. Canopy trees shall be trimmed at the direction of the Municipal Services Director and in accordance with the requirements of the Broward County Code. Canopy trees shall be priced per hour. The hourly rate shall include all labor, equipment, clean up and disposal of all debris in accordance with State, County and Local laws. A canopy tree crew hourly rate shall consist of a bucket truck, a truck with chipper and three (3) personnel. An exception to the number of personnel will be considered if noted on your proposal.
4. Where possible all stumps shall be ground to a minimum depth of 8 inches. It shall be the responsibility of the Contractor to call the necessary authorities for utility locations. Stump grinding shall be priced per hour including all labor, equipment, clean up and disposal of all debris in accordance with State, County and Local laws.
5. Pruning will be done in accordance with the most current edition of the American National Standard for Tree Care Operations – ANSI A300 (part 1) Pruning.
6. All work shall include use all safety devices and procedures which will conform to the most current editions of American National Standards Institute, Standard Z 133.1 (for Pruning, Repairing, Maintaining and Removing Trees and Cutting Brush and for Arboricultural Operations – Safety Requirements).
7. All work shall be performed in accordance with all State, County and Local laws.
8. Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not an acceptable work practice for pruning operations on live trees. All tree work shall be done using an aerial bucket truck whenever possible. Ladders shall only be used when access is restricted. Sharp tools shall be used so that clean cuts will be made at all times.
9. The Contractor shall be responsible for the removal of all cut limbs and other debris from the work site on a daily basis, and leaving the general area in clean condition.

Tree Trimming Services
Town of Lauderdale-By-The-Sea RFP No. 25-11-01
Part I – Statement of Work

The DELIVERABLES shall include the cost of:

1. Meetings with Town staff to inspect all work after completion.
2. A written report of any hazards encountered during the tree trimming.

D. TECHNICAL REQUIREMENTS

In order to be deemed responsive and considered for contract award, each Proposer shall satisfy the following mandatory minimum requirements:

1. The work shall be supervised by an ISA Certified Arborist with a class A Tree Trimmers license from Broward County. Proposers shall provide documentation of the required certification and licenses to the Town.
2. Class A: Proposers shall possess an International Society of Arboriculture Arborist Certification, or shall employ a Consulting Arborist registered with the American Society of Consulting Arborists.
3. Any employees or subcontractors of Proposer who are proposed to perform the Work shall have either successfully completed a tree trimming training course offered by Broward County Extension Education, or a comparable training course. Proposers shall provide a signed affidavit stating compliance with this requirement and specifying the courses taken.

E. INSURANCE AND LICENSES

The successful Proposer shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses.

1. **Comprehensive General Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$2,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractors coverage.
2. **Workers' Compensation Insurance** – Statutory.
3. **Comprehensive Automobile Liability Insurance** - \$1,000,000 combined single limit of insurance per occurrence for Bodily Injury and Property Damage; \$1,000,000 Hired & Non Owned Auto Liability.

Tree Trimming Services

Town of Lauderdale-By-The-Sea RFP No. 25-11-01

Part I – Statement of Work

- 4. Professional Liability** – Please indicate if you carry Professional Liability Insurance and, if so, in what amount.

The Proposer shall provide original certificates of coverage and receive notification of approval of those certificates from the Town prior to providing services under this RFP. The insurance coverage provided by Proposer is subject to the approval of the Town. The insurance certificates and required policies (except for worker's compensation) shall list the Town of Lauderdale-By-The-Sea and the Lauderdale-By-The-Sea Volunteer Fire Department as ADDITIONAL INSURED and shall provide for the Town to receive no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the Town if circumstances change or adequate protection of the Town is not presented. Proposer, by submitting a Proposal, agrees to abide by such modifications.

END OF PART I

Tree Trimming Services
Lauderdale-By-The-Sea RFP No. 25-11-01
Part II –General Information

PART II: RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

Contact Person for the purpose of this RFP shall mean:

Courtney Easley, Acting Town Clerk
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308
Telephone: 954-640-4200
Fax: 954-640-4236
Email: townclerk@lbts-fl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part I, Statement of Work.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if it is in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Town Attorney and has been executed by both the Town (with Commission approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

Tree Trimming Services
Lauderdale-By-The-Sea RFP No. 25-11-01
Part II –General Information

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail, email or fax written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence “RFP No. 25-11-01”.

The Town will respond to written inquiries received at least 7 working days prior to the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If an addendum are issued, the Town will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Town Clerk for such purpose. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original and (1) electronic copy of the proposal in a sealed, opaque package. The package shall be clearly marked on the outside as follows:

To: Town of Lauderdale-By-The-Sea
RFP No. 25-11-01
Project: Tree Trimming Services
Submitted by: _____
Address: _____.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Late submittals, additions, or changes will not be accepted and will be returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. It is the sole responsibility of each Proposer to ensure that their Proposal is received by the Town by the specified due date

Tree Trimming Services

Lauderdale-By-The-Sea RFP No. 25-11-01

Part II –General Information

and time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the Town's opening of Proposals. Proposals, once opened, become property of the Town and will not be returned.

I. PROPOSAL FORMAT

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein. Unless otherwise specified, Proposers shall use the proposal forms provided by the Town herein. These forms may be duplicated, but failure to use the forms may cause your proposal to be rejected. Any erasures or corrections on the form must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or competed in ink. Proposals shall be signed in ink. When an RFP requires multiple copies they may be included in a single envelope or package properly sealed and identified.

All proposals shall be submitted as specified in this RFP. Any attachments shall be clearly identified. In order to be deemed responsive and considered for contract award, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals lacking this reference may be considered to have no reference material included in the additional documents.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal

This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.

2. Title Page

The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the RFP No. and the Project name.

3. Table of Contents

Include a clear identification of the material by section and by page number.

4. Organization Profile and Qualifications

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Tree Trimming Services

Lauderdale-By-The-Sea RFP No. 25-11-01

Part II –General Information

Each Proposer must include:

- Documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States.
- A description of the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work.
- Resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s)' background, training, experience, qualifications and authority.
- Completed RFP Forms A, B, C, D, E, F G, H, I and J. All RFP forms are included as exhibits to this document and are available on the Town website in Word format.
- Documentation of the certifications, licenses and affidavit required under Part I, Section D "Technical Requirements" of this RFP.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided. This section shall also include a list of equipment the Proposer proposes to use to perform the Work in accordance with the requirements of this RFP.

7. Compensation

The proposal shall document the fee proposal for the goods and/or services on RFP Form C.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

Tree Trimming Services

Lauderdale-By-The-Sea RFP No. 25-11-01

Part II –General Information

J. PROPOSAL – Procedural Information

1. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for Additional Information:

The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial stability as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. Proposals Binding:

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following proposal opening. Town may desire to accept a proposal after the 120 day period. In such case, Proposer may choose whether or not to continue to honor the proposal terms.

4. Alternate Proposals:

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. Proposer's Certification Form:

Each proposer shall complete the "Proposer's Certification" form included as RFP Form D and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

K. PUBLIC RECORDS

Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes (the Public Records Law). Certain exemptions to the Public Records Law are statutorily provided for and it is the Proposer's responsibility to become familiar with these concepts. The contract will include a provision wherein the Proposer releases and agrees to defend, indemnify, and hold harmless the Town and the Town's

Tree Trimming Services

Lauderdale-By-The-Sea RFP No. 25-11-01

Part II –General Information

officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Town's treatment of records as public records. By statute, the contract will also contain the following clauses:

(a) CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR 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 TOWN's custodian of public records, CONTRACTOR shall provide the TOWN 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 TOWN.

(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 CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR 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 CONTRACTOR shall be withheld until all records are received as provided herein.

(f) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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.

Tree Trimming Services
Lauderdale-By-The-Sea RFP No. 25-11-01
Part II –General Information

L. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

M. EVALUATION METHOD AND CRITERIA

1. General The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management, before making an award. Awards, if any, will be based on the evaluation criteria in this section. The Town's evaluation criteria may include consideration of the information required in this RFP and the following factors:

- A. ability to meet set standards;
- B. availability of qualified personnel;
- C. compensation;
- D. expertise of personnel;
- E. financial resources and capabilities;
- F. past contracts with other governmental jurisdictions;
- G. past performance records;
- H. qualifications of Proposer;
- I. references;
- J. related experience in Florida;
- K. technical soundness of proposal;
- L. past history of meeting required time frames; and
- M. approach to Work.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee").

Tree Trimming Services
Lauderdale-By-The-Sea RFP No. 25-11-01
Part II –General Information

Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. The Town Manager may submit a recommended firm or a "short list" or a combination of a recommended firm and the "short list" to the Town Commission and the Town Commission shall make a final award. The Town Manager, the Committee or the Town Commission may request oral presentations from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially.

N. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer has visited the relevant site, if any, and is familiar with and satisfied as to the general, local and "site" conditions that may affect cost, progress, and performance of goods and/or services in their proposal.
3. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
4. If applicable, Proposer has obtained and carefully studied (or assumes responsibility for having done so) all documents available related to the subject of the RFP and performed any examinations, investigations, explorations, tests, studies and data concerning conditions that may affect cost, progress, or performance of the goods and/or services that relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Proposer, including safety precautions and programs incident thereto.
5. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
6. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal that is submitted.
7. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

Tree Trimming Services

Lauderdale-By-The-Sea RFP No. 25-11-01

Part II –General Information

O. Town Contract

The selected Proposer is expected to execute the Town's standard professional services contract, in the form approved by the Town Attorney. The contract will contain the following clauses required by Town Code, and all vendors are expected to comply with these requirements:

No officer or employee of the Town of Lauderdale-By-The-Sea, Florida, 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.

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.

End of Part II

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is:
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
2. Please describe your company in detail.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees:
6. Name of employees to be assigned to this Project:
7. Company identification numbers for the Internal Revenue Service:
8. Provide Broward County business tax receipt number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three projects of this nature that the firm has completed? Please provide project description, reference and contact information and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?
12. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

13. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Project Cost

Deliverables	For evaluation purposes only	Cost per Palm	Totals
Cost per Palm Tree	1300 Palms	\$	\$
	For evaluation purposes only	Hourly Rate	
Hourly rate for Canopy Tree Crew	100 hours	\$	\$
Hourly rate for Stump Grinding	10 hours	\$	\$
		Total Project Cost	\$

The estimated number of palms and hours for stump grinding and canopy crews are for evaluation purposes only.

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Show the cost per palm tree and hourly rate in column 3 and then times that amount by the evaluation estimates to get the total. Add all totals together for the Total Project Cost.

Fees should be detailed to the extent possible per deliverable, with estimated out-of-pocket expenses separate from the proposed fees for professional services.

The Total Project Cost SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

By: _____

Date: _____

Name: _____

Title: _____

Additional Services

The Town may have the need for additional services, which may be requested over the term of the contract.

If the Proposer is interested in additional work, please provide the rates below for staff and equipment that may be available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

EMERGENCY WORK

Labor Definitions shall be classified as follows:

A. Common Labor – This classification describes labor having minimal skills and used in ground operations such as loading trucks, cutting limbs on the ground, operating chipper, raking and cleaning up area.

B. Skilled Labor – This classification describes labor proficient in the proper pruning of trees, with at least 2 years of experience using an aerial tower truck or by rope and saddle. There will be no training of contractor's employees on Town of Lauderdale By the Sea trees.

C. Foreman – This person or another crew member must be an International Society of Arboriculture Certified Arborist. This person shall have responsibility for participating for all work completed at all times during pruning operation by the Proposer. Each foreman shall be authorized by the Proposer to accept and act upon all directives issued by the Municipal Services Director and his/her designee.

1. Need & Response

Throughout the term of the contract it may become necessary for the Proposer to assist the Town in providing emergency tree services. The Proposer shall provide telephone numbers at which it can be reached on a 24-hour emergency basis. When severe winds, storms, or other conditions require emergency assistance, the Proposer shall respond and commence work within **six hours** of receiving the emergency request notification. The Proposer shall provide emergency assistance in the manner as set forth by the Public Works Director and designee.

2. Equipment

When the request for emergency assistance has been issued, Proposer must be able to furnish, as a minimum, the following quantity and types of equipment:

- A.1 Aerial Tower
- B.1 Clam Truck
- C.1 Chipper
- D.1 Chipper Truck
- E.1 Stumper

3. Personnel

The Municipal Services Director or his/her designee will determine the number of crews required for emergency work.

4. Records

- 4.1 All emergency assistance work orders shall be originated by the Municipal Services Director or his/her designee. Completed work orders shall be returned to the Municipal Services Director or his/her designee and shall indicate the date, time and location at which the emergency assistance was given, the name, classification, and hours worked of each major piece of equipment used in performing the work.
- 4.2 When engaged in providing emergency assistance, the Proposer shall provide daily records of the hours worked for all equipment and personnel. The daily work records shall be signed by the Foreman and approved by the Municipal Services Director or his/her designee. All daily records shall be submitted in triplicate with the following distribution:
 - a) Original copy to be submitted with periodic invoice.
 - b) Second copy to be retained by the Proposer for files.
 - c) Third copy to be given to the Municipal Services Director after his verification that the work has been performed.

5. Measurement & Payment

- 5.1 The payment for services rendered under emergency assistance shall be made for only those hours actually worked in giving assistance. No allowances will be given for travel time to and from the work site.
- 5.2 Payment for work accomplished shall be made at the hourly labor rate for each labor classification as set forth in the Proposal. Payment for equipment rental shall be made only at the equipment rental rate as set forth in the proposal.

TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK
HOURLY RATES FOR EMERGENCY PURPOSES

JOB CLASS	Hourly Rate
FOREMAN	\$
SKILLED LABOR	\$
COMMON LABOR	\$
TOTAL PER LABOR HOUR	\$

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION / COST
AERIAL TOWER	\$	\$
CLAM	\$	\$
LOG TRUCK	\$	\$
CHIPPER	\$	\$
STUMPER	\$	\$
SEMI	\$	\$
DUMP DISPOSAL	\$	\$
PICK-UP TRUCK	\$	\$
CRANE	\$	\$

By: _____

Date: _____

Name: _____

Title: _____

RFP FORM D

Proposer: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSERS' CERTIFICATION

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Qualifications referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my response will remain firm for a period of 150 days in order to allow the TOWN adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the TOWN required RFP 1-9 is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

Respondent hereby authorizes the TOWN, its staff or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the TOWN or any other proposer has a financial interest in said response; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

If this response is selected, I understand that I will be expected to execute the TOWN's standard Continuing Services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact

business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

By: _____
Signature

Print Name and Title

Mailing Address

RFP FORM E:

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA
STATUTES ON PUBLIC ENTITY CRIME**

**TO BE VALID, THIS FORM SHALL BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted to The Town Commission of the Town of Lauderdale-By-The-Sea, Florida by:

(print this individual's name and title)

for _____

(print name of entity submitting sworn statements)

Whose business address is:

And, if applicable, whose Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____-____-_____.

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person

who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ There has been a proceeding concerning the conviction before a hearing officer in the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: _____

(Signature)

STATE OF FLORIDA

COUNTY OF: _____

Sworn and subscribed before me this _____ day of _____, 20____

by _____ who is Personally known to me ____ Or

who produced identification _____
(Type of Identification)

(Signature) Notary Public-State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires _____(SEAL)

**THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.**

RFP FORM F: NO FINANCIAL INTEREST STATEMENT

The undersigned guarantees the truth and accuracy of this statement.

The Respondent recognizes and certifies that no elected official, board member, or employee of the Town of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this RFP, related contract, if any, or any compensation to be paid under or through these matters, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the TOWN, nor any spouse, parent or child of such employee or elected or appointed officer of the TOWN, may be a partner, officer, director or proprietor of Respondent, and further, that no such TOWN employee or elected or appointed officer shall be employed by the firm or receive any compensation from the firm for a period of at least twelve (12) months after leaving the employ or agency of the TOWN.

Name of Business

By: _____
Signature

Print Name and Title

Mailing Address

RFP FORM G: E-VERIFY AFFIDAVIT

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Lauderdale-By-The-Sea requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm'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 submitting a response to this RFP and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

Signed, sealed and delivered by:

Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or online notarization, this ____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

RFP FORM H: Affidavit Attesting to Noncoercive Conduct

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Effective July 1, 2024, 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 signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

Under penalties of perjury, I declare that I have read the foregoing, and the facts stated in it are true:

(Signature)
Print Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

RFP FORM I: AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity 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.

This 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 a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

RFP FORM J: SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR CONSULTANT AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR CONSULTANT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR CONSULTANT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A STATEMENT OF QUALIFICATIONS/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF RESPONDENT

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Date: _____

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this Project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract. No portion of the sum herein proposed will be paid to any employees or elected officials of Lauderdale-By-The-Sea or its consultants as a commission, kickback, reward, or gift, either directly or indirectly, by Respondent or any member of Respondent's firm or any officer of the Respondent.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, commission member, or employee of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town Commission members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or Submittal is submitted and may be further disqualified from submitting any future bids or Submittals for goods or services to Town.

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Consultant has personal knowledge of the matters set forth in its Submittal/Bid and is fully informed respecting the preparation and contents of the attached Submittal/Bid and all pertinent circumstances respecting the Submittal/Bid;
2. The Submittal/Bid is genuine and is not a collusive or sham Submittal/Bid; and
3. Neither the Respondent/Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Consultant, firm, or person to submit a collusive or sham Submittal/Bid, or has in any manner, directly or indirectly, sought by agreement or

Tree Trimming Services

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collusion or communication or conference with any other Respondent/Consultant, firm, or person to fix the price or prices in the attached Submittal/Bid or of any other Respondent/Consultant, or to fix any overhead, profit, or cost element of the Submittal/Bid price or the Submittal/Bid price of any other Respondent/Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Lauderdale-By-The-Sea or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Respondent Initials

Tree Trimming Services

Lauderdale-By-The-Sea RFP No. 25-11-01, RFP Forms

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company' s stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

Tree Trimming Services

Lauderdale-By-The-Sea RFP No. 25-11-01, RFP Forms

Respondent Initials

Truth in Negotiation Certificate (if applicable)

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for Projects and services that may be offered pursuant to this Request for Submittals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, Project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida.

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Submittals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida. Consultant understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

Drug-Free Workplace Program

Tree Trimming Services

Lauderdale-By-The-Sea RFP No. 25-11-01, RFP Forms

IDENTICAL TIE SUBMITTALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Submittals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee' s community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent Initials

Acknowledgment of Conformance with OSHA Standards

Respondent acknowledges and agrees that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to indemnify and hold harmless Lauderdale-

Tree Trimming Services

Lauderdale-By-The-Sea RFP No. 25-11-01, RFP Forms

By-The-Sea, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

Respondent Initials

Lauderdale-By-The-Sea RFP No. 19-07-01

Broward County Tree Ordinance**Sec. 27-401. - Declaration of intent.**

In order to protect and preserve the quality of air, water, soil, wildlife habitats and other natural resources of Broward County, as well as the health, safety and welfare of its citizens, the Board declares that the preservation of trees is integral to the prevention of air and water pollution and must be regulated. The Board recognizes that tree leaf surfaces trap and filter out ash, dust, and pollution; that tree root systems hold and consolidate soil and other loose earthen materials, thereby helping to prevent erosion, reducing non-point-source water pollution and maintaining the continued vitality of natural habitats for the propagation and protection of wildlife, birds, game, fish and other aquatic life. In addition, the Board recognizes that trees provide canopy and shade which has a cooling effect, reducing the consumption of electricity. The Board finds that improper tree management and destruction has a cumulative impact that results in or contributes to severe environmental degradation, air and water pollution, land blight and nuisance conditions. It is the intent of the Board to require that tree preservation, relocation, removal, replacement, and maintenance be managed to eliminate deleterious effects upon the quality of air, water, soil and human health. It is also the intent of the Board to encourage municipalities and citizens to actively participate in the protection and proper selection and placement of trees to build and maintain Broward County's urban forest. The Board recognizes that other municipal and county agencies have adopted rules for the regulation or management of landscape design and materials which may include trees. This article regulates tree protection and preservation within Broward County. The Environmental Protection and Growth Management Department ("EPGMD") is responsible for enforcing the provisions of this article unless otherwise specified.

(Ord. No. 1999-07, § 1, 3-9-99; Ord. No. 1999-55, § 1, 10-12-99; Ord. No. 2005-11, § 9, 5-24-05; Ord. No. 2009-56, § 1, 8-25-09)

Sec. 27-402. - Applicability.

This article applies to all persons within the geographic boundaries of Broward County and shall be enforceable on a county-wide basis unless otherwise provided herein.

(Ord. No. 1999-07, § 1, 3-9-99)

Sec. 27-403. - Documents incorporated by reference.

The following documents, as amended, are adopted as standards and are incorporated into this article by reference: The American National Standards Institute ("ANSI") A-300, *Standards for Tree Care Operations: Tree, Shrub and Other Woody Plant Maintenance-Standard Practices*, and Z133.1-2006 *Arboricultural Operations: Pruning, Trimming, Repairing, Maintaining, and Removing Trees, and Cutting Brush - Safety Requirements*; Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Grades and Standards for Nursery Plants*; Nelda Matheny and Jim Clark, *Trees and Development: A Technical Guide to Preservation of Trees During Land Development*; Council of Tree and Landscape Appraisers, *Guide for Plant Appraisal*, Ninth Edition, 2000; Richard Harris, *Arboriculture Integrated Management of Landscape Trees, Shrubs and Vines*, Fourth Edition; Gary W. Watson and E.B. Himelick, *Principles and Practices of Planting Trees and Shrubs*; Florida Urban Forestry Council's poster, *Selecting and Planting Trees for the South Florida Urban Forest*; and Florida Power and Light's brochure, *Plant The Right Tree In the Right Place*, South Florida version; Timothy K. Broschat & Alan W. Meerow, *Betrock's Reference Guide to Florida Landscape Plants*, Third Printing, 1994; Edward F. Gilman, *Trees for Urban and Suburban Landscapes*, 1st Edition, 1997; and Dr. George K. Rogers, *Landscape Plants For South Florida: A Manual For Gardeners, Landscapers & Homeowners*, 1st Edition, 2009.

(Ord. No. 1999-07, § 1, 3-9-99; Ord. No. 2003-15, § 2, 5-13-03; Ord. No. 2010-18, § 2, 6-8-10)

Sec. 27-404. - Definitions.

Appendix A
Lauderdale-By-The-Sea RFP No. 19-07-01



TREE SERVICE LLC

Physical Address: 4861 SW 106th Avenue, Davie, FL 33328

Mailing Address: 1700 SW 68th Avenue, Plantation, FL 33317

Telephone: 954-791-4167

Email: edjservice@aol.com

December 12, 2025

RFP No. 25-11-01
Tree Trimming Services

Prepared By:

edj Tree Service LLC
Richard Blaha and James Pagni

Proposal for:

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

Telephone: 954-640-4200

Fax: 954-640-4236

Email: townclerk@lbts-fl.gov

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Form B – References
Form C – Price Proposal Form
Form D – Proposer’s Certification
Form E – Sworn Statement on Public Entities
Form F – No Financial Interest Statement
Form G – E-Verify Statement
Form H – Noncoercive Conduct Affidavit
Form I – Entities of Foreign Countries of Concern
Form J – Single Execution Affidavit
Affidavit of Richard Blaha (Tree Trimming Courses)
Certificate of Insurance
Licenses and Certifications



Letter of Transmittal

Authorized Representative(s):

- 1) Evelyn R. Pagni, President, 1700 SW 68th Avenue, Plantation, FL 33317, 954-791-4167
- 2) Richard Blaha, Vice-President, 1520 NW 100th Way, Plantation, FL 33322, 954-444-2344
- 3) James Pagni, Authorized Member, 9510 Listow Terrace, Boynton Beach, FL 33472, 954-661-5776
- 4) Darice Blaha, Authorized Member, Tamarac, FL 954-663-3203

Notice Provision:

EDJ's Representative for Notices:

Name/Title: James Pagni
Mailing Address: 9510 Listow Terrace, Boynton Beach, FL 33472
Email and Phone: edjservice@aol.com; 954-661-5776

With a Copy To:

Name/Title: Evelyn Pagni
Mailing Address: 1700 SW 68th Avenue, Plantation, FL 33317
Email and Phone: edjservice@aol.com; 954-791-4167

The Town of Lauderdale-By-The-Sea has issued this Request for Proposal (RFP No. 25-11-01) to obtain qualified, professional, and safety-compliant tree care services from a vendor in which to enter a four (4) year agreement with two (2) additional two (2) year optional extension periods.

Our team has carefully reviewed the Scope of Work and fully understands the Town's requirements, including annual trimming of approximately 900 Town-owned palm trees, trimming of approximately 100 canopy trees as directed, stump grinding services, and strict adherence to ANSI A300 pruning standards, ANSI Z133.1 safety requirements, and all applicable State, County, and Local laws. We recognize the importance of timely execution — including completing annual palm trimming within six weeks of the notice to proceed — and maintaining clean, safe, and compliant work sites throughout all operations.

EDJ Tree Service LLC is fully prepared to provide all labor, equipment, personnel, and operational resources necessary to deliver these services efficiently and to the Town's high standards. Our team is experienced in palm and canopy tree care, aerial bucket truck operations, safe trimming practices, stump grinding, and compliant debris removal. We are committed to performing all services with precision, safety, and professionalism while meeting or exceeding the Town's expectations. Thank you.

James Pagni, Authorized Member

Capability and Compliance with Technical Requirements

EDJ Tree Service, LLC, incorporated in 2015, brings over a decade of proven expertise in large-scale municipal and commercial tree maintenance. Our professional team includes three ISA Certified Arborists - Rick Blaha, Jeanette Wofford, and Ken Allen - ensuring all work meets the highest arboricultural and safety standards.

- Rick Blaha is also Tree Risk Assessment Qualified (TRAQ) and Prescription Pruning Qualified, providing advanced technical oversight for all risk and health-related tree evaluations.
- EDJ Tree Service, LLC proudly holds a Woman-Owned Business Certification.

Due to changes in Florida law, Broward County stopped issuing Tree Trimmer Licenses as of July 1, 2025. However, prior to this, we maintained a Broward County Class A Tree Trimmer License.

Our company maintains a modern, well-equipped fleet of trucks and equipment including but not limited to skid steers, bucket trucks, chippers, stump grinders, and debris-hauling trucks. All personnel operate under strict safety protocols, and our insurance coverage meets or exceeds the requirements specified in the RFP. Moreover, our tree trimmers have successfully completed a tree trimming training course offered by Broward County Extension Education, or a comparable training course and are supervised on-site by an ISA Arborist.

Please see included Licenses and Certifications.

Organization Profile and Qualifications

For more information, please see summary above and Staff Section below.

Business Office (Key Personnel):

Evelyn R. Pagni: President, Mgr./Owner

Darice Blaha: Office Manager

James Pagni: In-House Counsel and Account Management

- I. J.D. from Levin College of Law, University of Florida.

Operations Department (Key Personnel):

Rick Blaha: Owner/Vice-President/Operations Manager
-Main Contact for Project: 954-444-2345

- I. Bachelor of Science in Finance and Marketing- FAU

- 
- II. International Society of Arboriculture (ISA) Certified Arborist
 - III. Broward County Tree Trimmer Certified
 - IV. TRAQ Certified (Tree Risk Assessment Qualification)
 - V. Landscape Inspector's Association of Florida (LIAF) Certified Landscape Inspector
 - VI. Florida Nursery, Growers and Landscape Association (FNGLA) Certified Horticulture Professional
 - VII. Commercial Landscape Maintenance License
 - VIII. LTD Commercial Fertilizer Applicator License
 - IX. FDOT Certified (MOT Advanced)
 - X. Prescription Pruning Qualified

Jeanette Wofford: Crew Leader/Foreman

- I. ISA Certified Arborist
- II. Landscape Inspector's Association of Florida (LIAF) Certified Landscape Inspector
- III. Florida Nursery, Growers and Landscape Association (FNGLA) Certified Horticulture Professional
- IV. Former City Arborist for City of Cooper City
- V. LTD Commercial Fertilizer Applicator License

Ken Allen: Tree Services Foreman

- I. 15 years plus experience with edjTree Service
- II. ISA Certified Arborist
- III. Broward County Tree Trimmer Certified
- III. FDOT Certified (MOT Intermediate)

We currently employ 14 employees with a wide range of experience in tree removal and trimming services (i.e., tree trimming, removal, grinding, installation, land clearing, etc.). We also employ three (3) ISA Arborists, including a Tree Risk Assessment Qualified Arborist (TRAQ) and Prescription Pruning Qualified Arborist. We provide Tree Risk Assessments, as well as Arborist Reports and assist in the permitting process.

Our crews are headed by ISA Arborists and all tree removal and trimming services are performed with an ISA arborist on-site. We employ three (3) Maintenance of Traffic (MOT) certified employees, including one who carries the advanced MOT certification, and provides lane closures, MOT drawings and lane closure permit assistance services.

Rick Blaha, Vice President of the company, is an ISA Arborist, TRAQ qualified and Prescription Pruning Qualified. Mr. Blaha will be the main point of contact for this project

and will use his time to assist with logistics of scheduling and overseeing the completion of the work by the crew assigned. 100% of his work time is dedicated to these responsibilities.

Ken Allen, who has been with EDJ since 2007, is also an ISA arborist and is the head Supervisor of our crew and works directly with Rick Blaha and our crew daily. Mr. Allen supervises a crew on-site and assists with trimming and debris removal. 100% of his time is dedicated to these responsibilities.

Jeanette Wofford, ISA Arborist, leads one of our crews and is on-site daily. She assists with trimming and project oversight. 100% of her time is dedicated to these responsibilities.

EDJ Tree Service LLC has the capability, equipment and staffing to create multiple crews of tree trimmers and groundsmen to tackle all customer needs in an efficient and timely manner, while working multiple job sites on any given day. We have a wide range of equipment that affords us the ability to tackle any size job that our clients have, while we also have the ability and experience to manage and successfully complete any size project.

Experience

Please see included Form B- Reference, as well as EDJ's Reference Sheet

EDJ Tree Service LLC has extensive experience working with municipalities and other governmental entities. We are a current primary vendor for Broward County School Board, City of Parkland, Town of Southwest Ranches, City of Plantation, City of Oakland Park, City of Coconut Creek, City of Hallandale Beach, City of Margate and the City of Wilton Manors. Please see included Form B – Reference and the included EDJ Reference Sheet for reference contacts and work performed.

Approach to Providing Services

EDJ Tree Service LLC understands the Town's objective to maintain safe, healthy, and visually consistent palms and trees through high-quality pruning, maintenance, and debris management services. Our approach is built on professional arboricultural standards, efficient scheduling, and strict compliance with State, County, and Local regulations. The following outlines our methodology and work plan for completing the required services.

Understanding of the Scope

The Town maintains approximately 900 palm trees and 100 canopy trees, along with various stump grinding needs throughout municipal properties and rights-of-way. These palms/trees

require annual maintenance performed within a defined timeframe, using certified arboricultural practices, approved equipment, and trained personnel. EDJ Tree Service LLC recognizes that timely coordination, safety, and quality of work are paramount to the success of this contract.

Service Approach & Activities

1. Annual Palm Tree Trimming

Upon receiving the written Notice to Proceed, EDJ Tree Service LLC will mobilize palm-trimming crews and begin work as soon as scheduling permits.

- All Coconut, Date, Sable, Royal, and other palm species will be pruned per Broward County Code Chapter 27, Article 14 and ANSI A300 standards.
- Each palm will be serviced using bucket trucks whenever possible, ensuring clean, proper cuts and preventing any damage to the trunk or cambium layer.
- Trimming operations will be completed within the six-week requirement, with progress tracked and communicated to the Public Works Director or designee.

2. Canopy Tree Crew Operations

EDJ Tree Service LLC will deploy a dedicated canopy crew consisting of:

- Bucket truck
 - Chipper truck
 - Three trained personnel (or an approved alternative crew configuration)
- All pruning will follow the ANSI A300 Pruning Standards and the direction of the Municipal Services Director. Work will be billed at the agreed hourly rate, inclusive of all labor, equipment, and debris disposal. Only appropriate, non-damaging climbing and pruning methods will be used.

3. Stump Grinding

Where stump removal is required, EDJ Tree Service LLC will:

- Grind all stumps to a depth of at least 8 inches.
- Call Sunshine 811 and any necessary utility locators prior to work.
- Provide the service at an hourly rate that includes all labor, equipment, and disposal activities.

4. Adherence to Safety Standards

Safety is central to all operations.

- Crews will follow ANSI Z133.1 Safety Requirements, ensuring proper PPE, equipment handling, and site procedures.
- Climbing spurs will never be used on live trees.
- Only clean, sharp tools and proper aerial equipment will be used to ensure quality cuts and prevent structural damage.

5. Debris Removal & Site Cleanup

All cut material, fronds, limbs, and debris will be removed from each site daily. EDJ Tree Service LLC will leave the surrounding area clean and free of hazards, ensuring minimal disruption to the public and Town operations.

Work Products / Deliverables

- Annual palm-tree trimming completed within six weeks
- Pruning of canopy trees as directed
- Stump grinding services as required
- Daily debris removal and clean sites

Commitment to Quality

Through certified arborists, trained personnel, and modern, well-maintained equipment, EDJ Tree Service LLC delivers consistent professional results. Our approach prioritizes tree health, public safety, regulatory compliance, and the long-term sustainability of the Town's palms and trees.

**Company Equipment – EDJ Tree Service LLC
Tree Services, Trucks and Equipment**

2024 John Deere Track Machine 331G
2024 Bandit SG40 Stump Grinder
2023 Bandit XPC19 Chipper
2022 International 30 Cubic Yard Grapple Truck
2020 Freightliner Bucket Truck
2016 Freightliner Bucket Truck
2012 ALTEC WC126A Chipper
2008 Freightliner Chip Truck
1999 ford Chip Truck
1999 Ford F800 Bucket Truck
2006 Bandit 1390 Chipper
2006 Bandit 1890 Chipper
Rayco RG 1625 Super Jr. Stump Grinder
Rayco RDX120DXH Stump Grinder
New Holland LB75.B Loader Backhoe (i.e., Skid Steer)
John Deere CT332 Skid Loader
Boxer 700HDX Mini-Skid Loader
STIHL Chain Saws, Pole Saws and Power Pruners
STIHL Backpack Blowers
Climbing Equipment (i.e., ropers, belts, etc.)
MOT Arrow Boards
DOT Approved Traffic Cones and Flags



RFP FORM A

Proposer: EDJ Tree Service LLC

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - 1.1. The correct and full legal name of the Proposer is: EDJ Tree Service LLC
 - 1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation). Limited Liability Corporation
 - 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: Evelyn R. Pagni and Richard Blaha
2. Please describe your company in detail.

Please see included narrative that discusses company in detail and qualifications.

3. The address of the principal place of business is:

Physical Address: 4861 SW 106th Avenue, Davie, FL 33328
Office (Remittance): 1700 SW 68th Avenue, Plantation, FL 33317

4. Company telephone number, fax number and e-mail addresses:
Telephone number: 954-791-4167
Email address: edjservice@aol.com

5. Number of employees:

Currently employ 14 employees.

1. Name of employees to be assigned to this Project:

Three ISA Certified Arborists - Rick Blaha, Jeanette Wofford, and Ken Allen. We operate two distinct crews with a minimum of 2 tree trimmers and 4 groundsman, who are supervised by an ISA Arborist during trimming.

2. Company identification numbers for the Internal Revenue Service:

47-4022575

3. Provide Broward County business tax receipt number, if applicable, and expiration date:

189C-228296
 Sept. 30, 2026

4. How many years has your organization been in business? Does your organization have a specialty?

Incorporated since 2015. Was previously a part of EDJ Service LLC, a commercial lawn and landscape service provider. We specialize in municipal and commercial tree maintenance, and have three ISA Arborists on-staff, as well as one MOT Advanced certified employee and two MOT Intermediate certified employees. We have performed lane closures and City ROW tree maintenance, while also procuring the required Lane Closure permits. We are also exotic invasive species removal specialists for several municipalities in Broward County, including but not limited to City of Parkland, City of Cooper City, and City of North Lauderdale.

5. List the last three projects of this nature that the firm has completed? Please provide project description, reference and contact information and cost of work completed.

Please see included Reference Sheet. However, for reference, we are a current vendor for Broward County Schools, wherein we are the tree and palm services vendor for 300+ schools; current vendor for City of Parkland, wherein we handle the maintenance of their palms and trees at City locations, as well as the current vendor for the City of Tamarac to highlight a few.

Please see included reference sheet for additional information regarding contact information and cost of work completed.

6. Have you ever failed to complete any work awarded to you? If so, where and why?

No.

7. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

Please see included reference sheet for requested information.

8. Provide the following information for any subconsultants you will engage if awarded the contract.

NOT APPLICABLE – EDJ Tree Service LLC does not anticipate subcontracting out of any of the work specified in this bid.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: EDJ Tree Service LLC

REFERENCE FORM

All Forms are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of five individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: Greg Ashworth
Title of Contact: Custodial Grounds Department
Telephone Number: 754-321-4310
Email Address: Gregroy.ashworth2@browardschools.com
2. Name of Contact: Tony Scerbo
Title of Contact: Public Works Superintendent
Telephone Number: 954-815-0159
Email Address: ascerbo@cityofparkland.org
3. Name of Contact: Matt Thompson
Title of Contact: Public Works Director
Telephone Number: 954-452-2513
Email Address: mthompson@plantation.org
4. Name of Contact: Town of Southwest Ranches
Title of Contact: Parks, Recreation and Open Space Manager
Telephone Number: 954-434-7452
Email Address: dlauretano@southwestranches.org
5. Name of Contact: Ben Trapani
Title of Contact: Assistant Director of Parks and Recreation
Telephone Number: 954-972-6458
Email Address: btrapani@margatefl.com

PLEASE SEE INCLUDED REFERENCE SHEET FOR MORE INFORMATION



Experience, References and Qualifications

1. Broward County Public Schools – The School Board of Broward County, Florida – Contact: Gregory Ashworth – (754) 321-4310 – Gregory.ashworth2@browardschools.com. Work Experience: Primary Vendor for Tree/Palm Trimming, Tree/Palm Tree Removals, Stump Grinding, and Fence Line Clearing for Broward County Schools since 2020.
2. City of Plantation – Department of Public Works, 750 NW 91 Ave., Plantation, Florida 33324. Contact Name: Matt Thompson, Ph# (954) 452-2513. Fax# (954) 452-2519. MThompson@Plantation.org. Work Experience: EDJ first started as EDJ Service LLC, a lawn and landscape service provider and became a vendor in 1981, maintaining the medians and swales on Sunrise Blvd. and Peters Rd in Plantation, to this day. We also still maintain various parks for the City of Plantation including Central Park, Volunteer Park, Sunset Park as well as the landscaping and lawn maintenance for the parking lot and clubhouse for Plantation Preserve Golf Course. When EDJ Tree Service LLC was separated into its own entity (2015), EDJ Tree Service LLC became a vendor of the City of Plantation, and currently perform ROW trimming and removals on City streets and City parks, including Plantation Preserve Golf Course.
3. Town of Southwest Ranches – Parks and Recreation, 13400 Griffin Road, Southwest Ranches, FL 33330 - Contact: December Lauretano-Haines, Parks, Recreation and Open Space Manager, (954) 434-7452, dlauretano@southwestranches.org. Work Experience: Since 2020, we have been the current tree services vendor for the Town of Southwest Ranches maintaining their right-of-ways along with the Town parks and administrative facilities.
4. City of Parkland – Public Works Department, 6500 Parkside Drive, Parkland, Florida 33067. Contact: Tony Scerbo (954) 815-0159 ascerberbo@cityofparkland.org. Work Experience: Since 2020, we have been the current City-Wide tree services vendor maintaining their ROWs and City Parks/Buildings. Also the current exotic invasive removal vendor for the City providing ongoing exotic invasive removal maintenance at various City locations.
5. City of Coconut Creek – Parks and Natural Resources, 4800 West Copans Road, Coconut Creek, Florida 33063. Contact Name: John Tetteris. Phone number (954) 448-1498. Awarded numerous contracts to maintain various Parks throughout the Town and maintenance of roadways, medians, and right-of-ways. We are the current primary vendor for the maintenance of roadways, medians and right-of-ways.
6. City of Margate – 6199 NW 10th Street, Margate Fl. 33063 - Contact: Ben Trapani 954-975- 3306 Btrapani@Margatefl.com - Since 2018-19 Ongoing Citywide Tree and Palm Trimming, Removal and Replacements.
7. City of Oakland Park – Public Works, 3801 NE 5th Avenue, Oakland Park, FL 33334 – Contact: Lyzabeth Fiore, Horticulturist. Phone Number: 954-630-4420. Current tree services vendor for the City of Oakland Park, maintaining various locations.
8. City of Hallandale Beach – Parks Landscape Supervisor, Joe Tollis, jtollis@hallandalebeachfl.gov, 954-457-3063. Since 2019, have been a vendor for City of Hallandale Beach and have performed various tree and palm trimming as well as removals and stump grindings. We are the current mangrove trimming vendor for the City.



9. Lauderdale West, Plantation, FL – Contact: Kristi Woods – (954) 648-0261 – kwoods@lauderdalewest.org.
Work Experience: Current Tree Services Vendor for the Community of 1,300+ Homes. We have been the vendor for this community since 2020. We trim the entire community as well as perform all tree/palm removals and stump grinding services.

10. Town of Davie – Department of Public Works, 6901 Orange Dr., Davie, Florida 33314. Contact Name: Kevin Montaldi 954-327-3943 Fax# (954) 797-1246. Kevin.Montaldi@davie-fl.gov. Work Experience: Awarded numerous contracts to maintain various Parks throughout the Town and maintenance of roadways, medians, and right-of-ways.

11. South Broward Drainage District - Contact: Mr. Andrew Sobrino – (954) 680-3025 Fax# (954) 680-3337 Andrew@SBDD.org Work Experience: 2010 to present awarded various contracts to remove trees or Palms, remove vegetation, shrubs and grind stumps.

RFP Form C

Proposer: EDJ Tree Service LLC

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Town Clerk upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: EDJ Tree Service LLC

Name of authorized representative of Proposer: James Pagni

Project Cost

Deliverables	For evaluation purposes only	Cost per Palm	Totals
Cost per Palm Tree	1300 Palms	\$34.00	\$44,200.00
	For evaluation purposes only	Hourly Rate	
Hourly rate for Canopy Tree Crew	100 hours	\$222.86	\$22,286.00
Hourly rate for Stump Grinding	10 hours	\$86.93	\$869.30
		Total Project Cost	\$67,355.30

The estimated number of palms and hours for stump grinding and canopy crews are for evaluation purposes only.

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Show the cost per palm tree and hourly rate in column 3 and then times that amount by the evaluation estimates to get the total. Add all totals together for the Total Project Cost.

Fees should be detailed to the extent possible per deliverable, with estimated out-of-pocket expenses separate from the proposed fees for professional services.

The Total Project Cost SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

By: 

Date: 12/12/2025

Name: James Pagni

Title: Manager/Authorized Member

Additional Services

The Town may have the need for additional services, which may be requested over the term of the contract.

If the Proposer is interested in additional work, please provide the rates below for staff and equipment that may available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

EMERGENCY WORK

Labor Definitions shall be classified as follows:

A. Common Labor – This classification describes labor having minimal skills and used in ground operations such as loading trucks, cutting limbs on the ground, operating chipper, raking and cleaning up area.

B. Skilled Labor – This classification describes labor proficient in the proper pruning of trees, with at least 2 years of experience using an aerial tower truck or by rope and saddle. There will be no training of contractor's employees on Town of Lauderdale By the Sea trees.

C. Foreman – This person or another crew member must be an International Society of Arboriculture Certified Arborist. This person shall have responsibility for participating for all work completed at all times during pruning operation by the Proposer. Each foreman shall be authorized by the Proposer to accept and act upon all directives issued by the Municipal Services Director and his/her designee.

1. Need & Response

Throughout the term of the contract it may become necessary for the Proposer to assist the Town in providing emergency tree services. The Proposer shall provide telephone numbers at which it can be reached on a 24-hour emergency basis. When severe winds, storms, or other conditions require emergency assistance, the Proposer shall respond and commence work within six hours of receiving the emergency request notification. The Proposer shall provide emergency assistance in the manner as set forth by the Public Works Director and designee.

2. Equipment

When the request for emergency assistance has been issued, Proposer must be able to furnish, as a minimum, the following quantity and types of equipment:

- A.1 Aerial Tower
- B.1 Clam Truck
- C.1 Chipper
- D.1 Chipper Truck
- E.1 Stumper

3. Personnel

The Municipal Services Director or his/her designee will determine the number of crews required for emergency work.

4. Records

- 4.1 All emergency assistance work orders shall be originated by the Municipal Services Director or his/her designee. Completed work orders shall be returned to the Municipal Services Director or his/her designee and shall indicate the date, time and location at which the emergency assistance was given, the name, classification, and hours worked of each major piece of equipment used in performing the work.
- 4.2 When engaged in providing emergency assistance, the Proposer shall provide daily records of the hours worked for all equipment and personnel. The daily work records shall be signed by the Foreman and approved by the Municipal Services Director or his/her designee. All daily records shall be submitted in triplicate with the following distribution:
 - a) Original copy to be submitted with periodic invoice.
 - b) Second copy to be retained by the Proposer for files.
 - c) Third copy to be given to the Municipal Services Director after his verification that the work has been performed.

5. Measurement & Payment

- 5.1 The payment for services rendered under emergency assistance shall be made for only those hours actually worked in giving assistance. No allowances will be given for travel time to and from the work site.
- 5.2 Payment for work accomplished shall be made at the hourly labor rate for each labor classification as set forth in the Proposal. Payment for equipment rental shall be made only at the equipment rental rate as set forth in the proposal.

TIME & MATERIAL BASIS FOR AUTHORIZED EMERGENCY WORK
HOURLY RATES FOR EMERGENCY PURPOSES

JOB CLASS	Hourly Rate
FOREMAN	\$102.24
SKILLED LABOR	\$87.64
COMMON LABOR	\$49.57
TOTAL PER LABOR HOUR	\$239.45

EQUIPMENT	COST PER HOUR	EQUIPMENT SUBSTITUTION / COST
AERIAL TOWER	\$98.81	\$
CLAM	\$109.16	\$
LOG TRUCK	\$87.38	\$
CHIPPER	\$127.86	\$
STUMPER	\$98.36	\$
SEMI	\$109.16	\$
DUMP DISPOSAL	\$17.00 (per CY)	\$
PICK-UP TRUCK	\$41.09	\$
CRANE	\$250.00 (40 Ton)	\$

By:  _____

Date: 12/12/2025

Name: James Pagni

Title: Manager/Authorized Member

RFP FORM D

Proposer: EDJ Tree Service LLC

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSERS' CERTIFICATION

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Qualifications referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my response will remain firm for a period of 150 days in order to allow the TOWN adequate time to evaluate the responses.

I certify that all information contained in this response, which includes the TOWN required RFP 1-9 is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

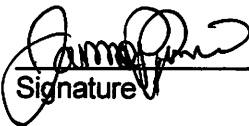
Respondent hereby authorizes the TOWN, its staff or consultants, to contact any of the references provided in the response and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this response.

I further certify, under oath, that this response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the TOWN or any other proposer has a financial interest in said response; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters herein contained and was duly authorized to do so.

If this response is selected, I understand that I will be expected to execute the TOWN's standard Continuing Services contract, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholder, employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

EDJ Tree Service LLC
Name of Business

By: 
Signature

James Pagni, Manager/Authorized Member
Print Name and Title

1700 SW 68th Avenue

Plantation, FL 33317
Mailing Address

RFP FORM E:

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME**

**TO BE VALID, THIS FORM SHALL BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS**

1. This sworn statement is submitted to The Town Commission of the Town of Lauderdale-By-The-Sea, Florida by: EVELYN R. PAGNI PRESIDENT
(print this individual's name and title)

for EDJ TREE SERVICE LLC
(print name of entity submitting sworn statements)

Whose business address is: 4861 SW 106 Ave.
DAVIE, FL 33328

And, if applicable, whose Federal Employer Identification Number (FEIN) is 47-4022575. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____-_____-_____.

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ There has been a proceeding concerning the conviction before a hearing officer in the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: 12/12/25

Emily A. Pagni
(Signature)

STATE OF FLORIDA
COUNTY OF: Broward

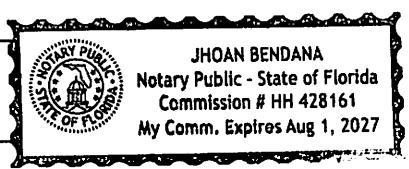
Sworn and subscribed before me this 12th day of December, 2025

by Evelyn Pagni who is Personally known to me Or

who produced identification Florida D.L.
(Type of Identification)

[Signature]
(Signature) Notary Public - State of Florida

Jhoan Bendana
(Printed, typed or stamped commissioned name of notary public)



My commission expires 08/01/2027 (SEAL)

**THIS FORM SHALL BE COMPLETED AND SUBMITTED WITH THE RESPONSE
TO BE DEEMED RESPONSIVE.**

RFP FORM F: NO FINANCIAL INTEREST STATEMENT

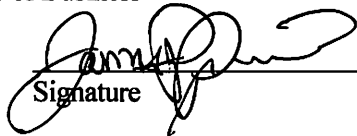
The undersigned guarantees the truth and accuracy of this statement.

The Respondent recognizes and certifies that no elected official, board member, or employee of the Town of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this RFP, related contract, if any, or any compensation to be paid under or through these matters, and further, that no Town employee, nor any elected or appointed officer (including Town board members) of the TOWN, nor any spouse, parent or child of such employee or elected or appointed officer of the TOWN, may be a partner, officer, director or proprietor of Respondent, and further, that no such TOWN employee or elected or appointed officer shall be employed by the firm or receive any compensation from the firm for a period of at least twelve (12) months after leaving the employ or agency of the TOWN.

EDJ Tree Service LLC

Name of Business

By:


Signature

James Pagni, Manager/Authorized Member

Print Name and Title

1700 SW 68th Avenue

Plantation, FL 33317

Mailing Address

RFP FORM G: E-VERIFY AFFIDAVIT

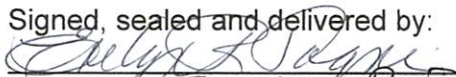
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, Lauderdale-By-The-Sea requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm'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 submitting a response to this RFP and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

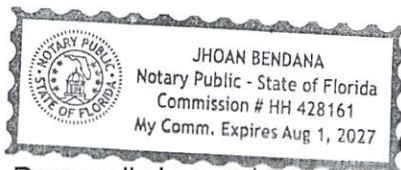
Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

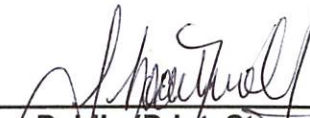
Signed, sealed and delivered by:

Print Name: EVELYN R. PAGNI
Title: PRESIDENT
Firm: EDJ TREE SERVICE LLC

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of December, 2025, by EVELYN R PAGNI (name of person) as President (type of authority) for EDJ TREE SERVICE LLC (name of party on behalf of whom instrument is executed).





Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or
 Produced identification (Type of Identification: Florida D.L)
 Did take an oath; or
 Did not take an oath

My Company Account

New



Modernize the employment eligibility verification process today!

[Learn More](#)

[Enable E-Verify+](#)

My Company Profile

Company Information

Company Name

EDJ Tree Service LLC

Company ID

2206684

Employer Identification Number (EIN)

474022575

DUNS Number

NAICS Code

113

Subsector

Forestry and Logging

Doing Business As (DBA) Name

Enrollment Date

Jul 11, 2023

Unique Entity Identifier (UEI)

Total Number of Employees

5 to 9

Sector

Agriculture, Forestry, Fishing and Hunting

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

4861 SW 106 Ave
Davie, FL 33328

Mailing Address

1700 SW 68 Avenue
Plantation, FL 33317

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



RFP FORM H: Affidavit Attesting to Noncoercive Conduct

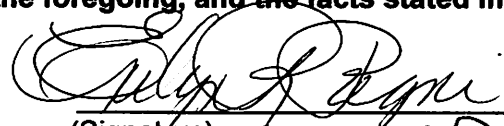
Affidavit Attesting to Noncoercive Conduct for Labor or Services

Effective July 1, 2024, 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 signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of EDJ TREE SERVICE LLC, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

Under penalties of perjury, I declare that I have read the foregoing, and the facts stated in it are true:

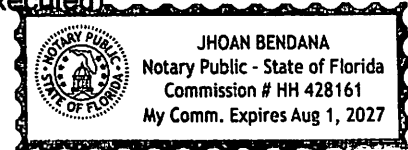

 (Signature)
 Print Name: Evelyn R. Pagui

OATH OR AFFIRMATION

State of Florida
County of Broward

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12 day of December, 2025, by EVELYN R PAGUI (name of person) as PRESIDENT (type of authority) for EDJ TREE SERVICE LLC (name of party on behalf of whom instrument is executed)


Notary Public (Print, Stamp, or Type as Commissioned)



Personally known to me; or
 Produced identification (Type of Identification: Florida D.L)
 Did take an oath; or
 Did not take an oath

RFP FORM I: AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity 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.

This 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 a governmental entity which would grant the entity access to an individual's personal identifying information.

1. EDJ TREE SERVICE LLC ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

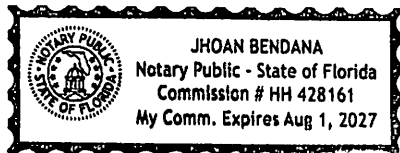
Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Evelyn R Pagni
Print Name: EVELYN R PAGNI
Title: President
Entity Name: EDJ TREE SERVICE LLC

OATH OR AFFIRMATION

State of Florida
County of BROWARD

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of December, 2025, by Evelyn Pagni (name of person) as President (type of authority) for EDJ Tree Service LLC (name of party on behalf of whom instrument is executed).



J. P. [Signature]
Notary Public (Print, Stamp, or Type as Commissioned)

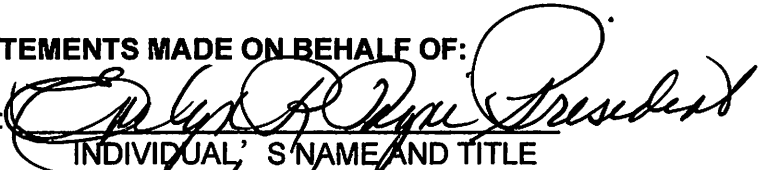
- Personally known to me; or
- Produced identification (Type of Identification: Florida D.L.)
- Did take an oath; or
- Did not take an oath

RFP FORM J: SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR CONSULTANT AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR CONSULTANT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR CONSULTANT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A STATEMENT OF QUALIFICATIONS/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

EDJ TREE SERVICE LLC
NAME OF RESPONDENT

By: 
INDIVIDUAL'S NAME AND TITLE

47-4022575
FEIN OF PROPOSING OR BIDDING ENTITY

Date: 12/12/2025

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this Project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.



Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract. No portion of the sum herein proposed will be paid to any employees or elected officials of Lauderdale-By-The-Sea or its consultants as a commission, kickback, reward, or gift, either directly or indirectly, by Respondent or any member of Respondent's firm or any officer of the Respondent.



Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, commission member, or employee of Lauderdale-By-The-Sea (the "Town") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town Commission members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or Submittal is submitted and may be further disqualified from submitting any future bids or Submittals for goods or services to Town.



Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Consultant has personal knowledge of the matters set forth in its Submittal/Bid and is fully informed respecting the preparation and contents of the attached Submittal/Bid and all pertinent circumstances respecting the Submittal/Bid;
2. The Submittal/Bid is genuine and is not a collusive or sham Submittal/Bid; and
3. Neither the Respondent/Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Consultant, firm, or person to submit a collusive or sham Submittal/Bid, or has in any manner, directly or indirectly, sought by agreement or

collusion or communication or conference with any other Respondent/Consultant, firm, or person to fix the price or prices in the attached Submittal/Bid or of any other Respondent/Consultant, or to fix any overhead, profit, or cost element of the Submittal/Bid price or the Submittal/Bid price of any other Respondent/Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Lauderdale-By-The-Sea or any person interested in the proposed Contract.



Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.



Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company' s stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
EVELYN R. PAGNI	4861 SW 106 Ave Dania FL 33328	51%
RICHARD BLAHA	4861 SW 106 Ave Dania, FL 33328	49%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address


Respondent Initials

Truth in Negotiation Certificate (if applicable)

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for Projects and services that may be offered pursuant to this Request for Submittals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, Project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida.



Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Submittals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with Lauderdale-By-The-Sea, Florida. Consultant understands that for the breach or violation of this provision, the Town shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.



Respondent Initials

Drug-Free Workplace Program

IDENTICAL TIE SUBMITTALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Submittals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution,

dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee' s community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent Initials



Acknowledgment of Conformance with OSHA Standards

Respondent acknowledges and agrees that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to indemnify and hold harmless Lauderdale-By-The-Sea, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.



Respondent Initials

AFFIDAVIT OF RICHARD BLAHA

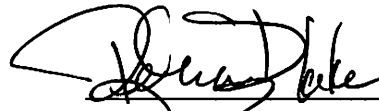
STATE OF FLORIDA

County of Broward

BEFORE ME, the undersigned authority, personally appeared RICHARD BLAHA, who after being duly sworn and deposed, states as follows:

- 1) My name is Richard Blaha.
- 2) I am over the age of eighteen years-old.
- 3) I am the Vice-President of EDJ Tree Service LLC.
- 4) I have personal knowledge of the facts herein.
- 5) This affidavit is submitted pursuant to RFP No. 25-11-01, Tree Trimming Services.
- 6) Tree trimmers at EDJ Tree Service LLC are required to successfully complete a tree trimming training course offered by UF/IFAS Broward Extension.
- 7) Tree Trimmers are required to complete the Basic Tree Trimmer Certification offered by UF/IFAS Broward Extension.
- 8) All tree trimmers at EDJ Tree Service LLC have successfully completed the Basic Tree Trimmer Certification offered by UF/IFAS Broward Extension.
- 9) No subcontractors are used for tree trimming services.

FURTHER AFFIANT SAYETH NOT.



Richard Blaha

Vice President, EDJ Tree Service LLC

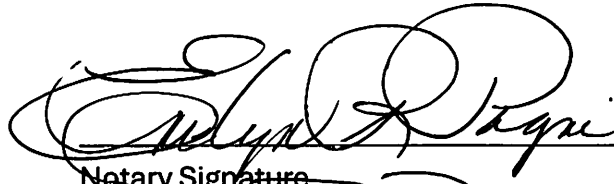
STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared Richard Blaha, who is personally known to me or has produced _____, as identification, and being duly sworn, on oath, deposes and says that the foregoing Information in the Affidavit is true and correct to the best of his/her knowledge, and that he/she has read the foregoing Affidavit and knows the contents thereof.

SWORN TO AND SUBSCRIBED before me this 11 day of Dec., 2025.

(SEAL)



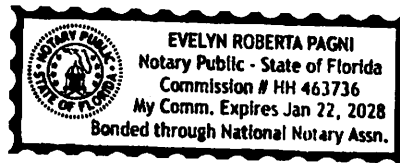
Notary Signature

EVELYN R. PAGNI

Notary Name - Print

NOTARY PUBLIC, State of Florida

(Serial number, if any)



State of Florida

Woman Business Certification

EDJ Tree Service LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

01/27/2025 to 01/27/2027



Pedro Allende

Florida Department of Management Services



Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

EDJ Tree Service LLC
1700 SW 68th Avenue
Plantation FL 33317

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.



City of Plantation
LOCAL BUSINESS
TAX CERTIFICATE

Certificate #: 201476

Account #: OC25-0694

Valid from 08/04/2025 to 09/30/2026

**THIS CERTIFICATE MUST BE
CONSPICUOUSLY DISPLAYED**

Classification: (21) Professional/Nonprofessional Corp

Business Name & Address:
EDJ Tree Service LLC
1700 SW 68th Avenue
Plantation FL 33317

NOTICE:
If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

The International Society of Arboriculture

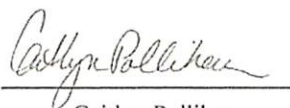
Hereby Announces That

Richard Eron Blaha

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Caitlyn Pollihan
CEO & Executive Director

11 September 2014

Issue Date

31 December 2026

Expiration Date

FL-6654A

Certification Number





The International Society of Arboriculture

Hereby Announces That

Richard Eron Blaha

Has Earned the Credential

ISA Tree Risk Assessment Qualification®

By successfully meeting ISA Tree Risk Assessment Qualification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Caitlyn Pollihan
Caitlyn Pollihan
CEO & Executive Director

13 October 2017

13 October 2027

Issue Date

Expiration Date



PRESCRIPTION PRUNING QUALIFICATION

Richard Blaha

*Having successfully completed the Prescription Pruning Course and
passed the examination, the above name is recognized as
Prescription Pruning Qualified*

Certificate awarded this 21st day of February 2024

Lori Ballard

Lori Ballard, Executive Director
Florida Chapter International Society of Arboriculture





RICHARD BLAHA

Certificate:

636121

Issued: 03/04/2025

Expires: 02/14/2029

Instructor: J O

Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.

Training Provider:

myTTOnline
83 Geneva Ct. Ste. 621394
Oviedo, FL 32762
Ph: 407-901-0206

Verify this Certificate at www.motadmin.com.



KENNETH ALLEN

Certificate:
619922

Has Completed a FDOT Approved Temporary Traffic Control: Intermediate Course.

Issued: 02/08/2024

Training Provider:

Expires: 01/26/2028



Metro Florida Safety Council
Tri-County
Dade, Broward, Palm Beach, FL 33441
Ph: 954-603-1900

Instructor: K

Verify this Certificate at www.motadmin.com.

	Angel Miranda
Certificate: 641593	Has Completed a FDOT Approved Temporary Traffic Control: Intermediate Course.
Issued: 05/09/2025	Training Provider:
Expires: 04/25/2029	
Instructor: A	A&S/W Consultants, Inc. 5545 Benchmark Lane Sanford, FL 32773 Ph: 386-788-9899
Verify this Certificate at www.motadmin.com .	