

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, March 10, 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, March 10, 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**

5.a. Vulnerability Assessment Presentation

6. **PUBLIC COMMENTS**

7. **PUBLIC SAFETY DISCUSSION**

7.a. BSO February 2026 Public Safety Report

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 January 27, 2026 and Public Safety Workshop held on February 10, 2026.

11. **CONSENT AGENDA**

11.a. Special Event Application: Spring Beach Baptism 05.16.26

12. **OLD BUSINESS**

12.a. Charter Review Board Recommendations and Commission Discussion

13. **NEW BUSINESS**

13.a. Mitigation of Fines- 230 Basin Drive (Marina)

14. **COMMISSIONER PRESENTATIONS**

15. **COMMISSIONER COMMENTS**

16. **ORDINANCES 1st Reading**

17. **ORDINANCES 2nd Reading**

18. **RESOLUTIONS – PUBLIC COMMENTS**

18.a. RESOLUTION 2026-03: A RESOLUTION OF THE TOWN COMMISSION OF THE

TOWN OF LAUDERDALE-BY-THE-SEA FLORIDA APPROVING THE ASSIGNMENT OF THE CONTINUING PROFESSIONAL SERVICES AGREEMENT FROM HITCHCOCK DESIGN GROUP TO RVI PLANNING + LANDSCAPE ARCHITECTURE, AND APPROVING A WORK AUTHORIZATION FOR CONSTRUCTION DOCUMENT DESIGN SERVICES WITH RVI FOR THE HIBISCUS AND DATURA PORTALS

- 18.b.** RESOLUTION 2026-04: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, EXPRESSING SUPPORT FOR THE FLORIDA LEGISLATURE'S ENROLLED BILL CS/HB33, APPROVING AND SUPPORTING THE CONSTRUCTION OF MARKERS ON A PORTION OF COMMERCIAL BOULEVARD IN LAUDERDALE-BY-THE-SEA IN HONOR OF PRESIDENT DONALD J. TRUMP AS "PRESIDENT DONALD J. TRUMP BOULEVARD"; AND REMOVING THE "PRESIDENT DONALD J. TRUMP DRIVE" CODESIGNATION OF SEA GRAPE DRIVE AT COMMERCIAL BOULEVARD AND RELATED TOWN SIGNAGE IF THE STATE INSTALLS "PRESIDENT DONALD J. TRUMP BOULEVARD" MARKERS ALONG COMMERCIAL BOULEVARD, RECOGNIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION AS THE AGENCY RESPONSIBLE FOR THE STATE DESIGNATION MARKERS; PROVIDING FOR AUTHORIZATION; IMPLEMENTATION AND AN EFFECTIVE DATE.

19. QUASI JUDICIAL PUBLIC HEARINGS

- 19.a. Application Number:** 2025-CUS-01: Pursuant to Chapter 30, "Unified Land Development Regulations," Article VIII, "Sign Regulations," Section 30-502(d)(4), "Exempt Signs," of the Town's Code of Ordinances ("Town Code"), the Applicant has requested a Conditional Use Permit (2025-CUS-01) to allow installation of a new Mid-Century Modern style sign including address numbers measuring two (2) feet, eight (8) inches in height where the code provides for a (6) inch maximum letter height, and a sign totaling 34.98 square feet in sign area, where the code does not allow for address signs to exceed two (2) square feet in sign area in the RM-25 Zoning District for the property located at 1541 S Ocean Blvd.

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: 5.a.

Town Commission Agenda Item Report

Meeting Date: March 10, 2026

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

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Vulnerability Assessment Presentation

Explanation:

In 2024, the Town was awarded a \$200,000 grant through the Florida Department of Environmental Protection's (FDEP) Resilient Florida Program, administered by the Office of Resilience and Coastal Protection (ORCP). As part of this statewide initiative, FDEP has established a standardized framework of work tasks to guide local vulnerability assessments. These grant funds support counties, municipalities, and special districts in identifying areas at risk, evaluating potential impacts, and developing strategies for future adaptation and mitigation projects.

On November 12, 2024, the Town Commission approved a Continuing Services Contract with Baxter & Woodman for engineering, architectural, and mapping services. On January 14, 2025, the Commission adopted Resolution 2025-03 authorizing a Work Authorization for Baxter & Woodman to complete the Town's Vulnerability Assessment.

This evening, representatives from Baxter & Woodman will present the findings of that assessment, including the results of the Exposure and Sensitivity Analysis — providing valuable insight into where the Town is most vulnerable and helping guide future infrastructure planning and resilience investments.

Recommendation:

Exhibits:

1. Sea Level Rise Vulnerability Assessment Presentation



Town of Lauderdale-By-The-Sea

Sea Level Rise Vulnerability Assessment

March 10, 2026



Public Meeting Agenda

- **Welcome**
- **Introductory Remarks**
- **Purpose of Study**
- **Critical and Important Assets**
- **Flood Scenarios**
- **Conclusions and Mitigation Strategies**

What is a Sea Level Rise Vulnerability Assessment?

- Office of Resilience and Coastal Protection (ORCP), Resilient Florida Program
- Assess the impacts of Sea Level Rise (SLR) on assets owned by a municipality
- Identify Critical and Important Assets and Vulnerability to flooding
- To allow municipalities to prepare and mitigate for future impacts
- Assessments are fully funded by the State Department of Environmental Protection
- Qualifies municipalities for potential grant assistance for Resiliency Projects



What the Assessment Includes

- **Florida Statute § 380.093 and ORCP Guidelines**
- **Data Collection**
 - Census Data
 - Assets in GIS
 - Sea Level Rise and Storm Intensity Projections
 - Hydrologic Information in GIS
- **Flood Analyses for 2050 and 2080 Low and High Predictions**
 - Tailwater Effects (SLR and King Tides)
 - Storms (100-year and 500-year)
- **Exposure Analysis**
 - Flooding Depths on Assets
- **Sensitivity Analysis**
 - Percentiles of Vulnerabilities
- **Public Outreach**

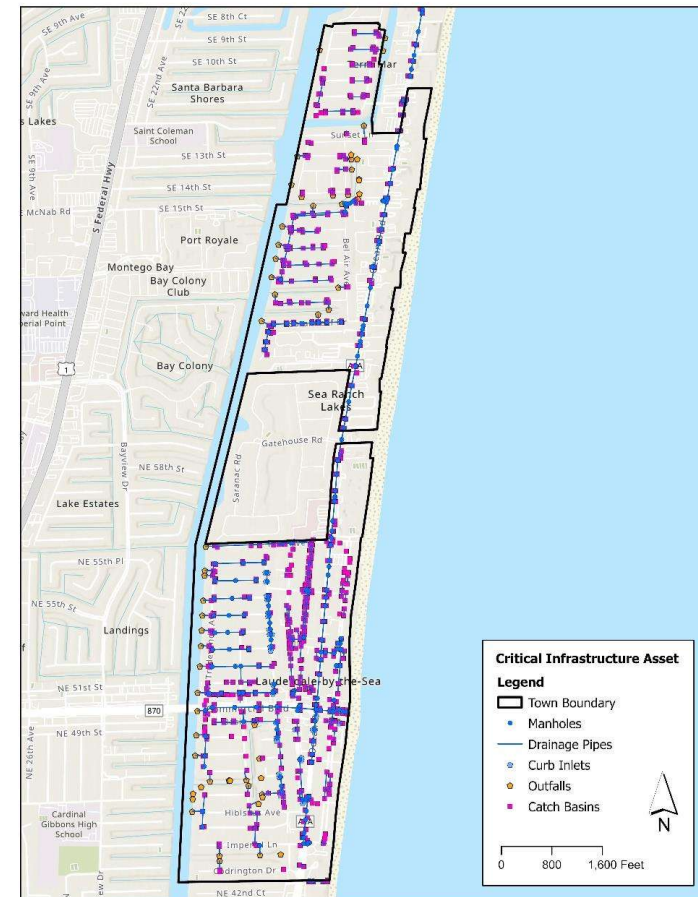
Critical Assets - Wastewater

- 62,301 LF Gravity Mains
- 230 Manholes
- 16,291 LF Force Mains
- 31 System Valves
- 10 Lift Stations



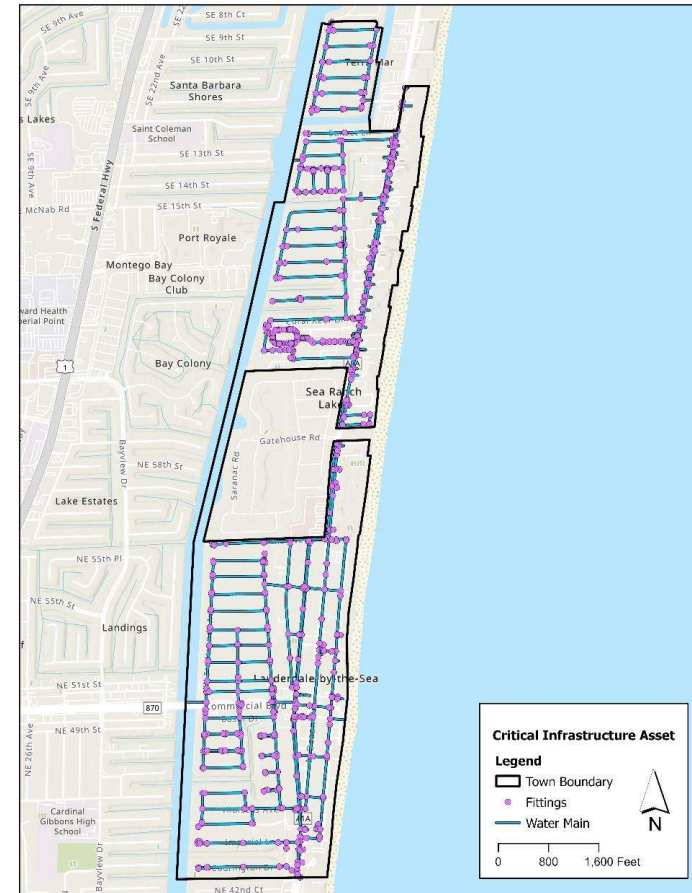
Critical Assets - Stormwater

- **65,211 LF Drainage Pipes**
- **216 Manholes**
- **32 Curb Inlets**
- **61 Outfalls**
- **668 Catch Basins**

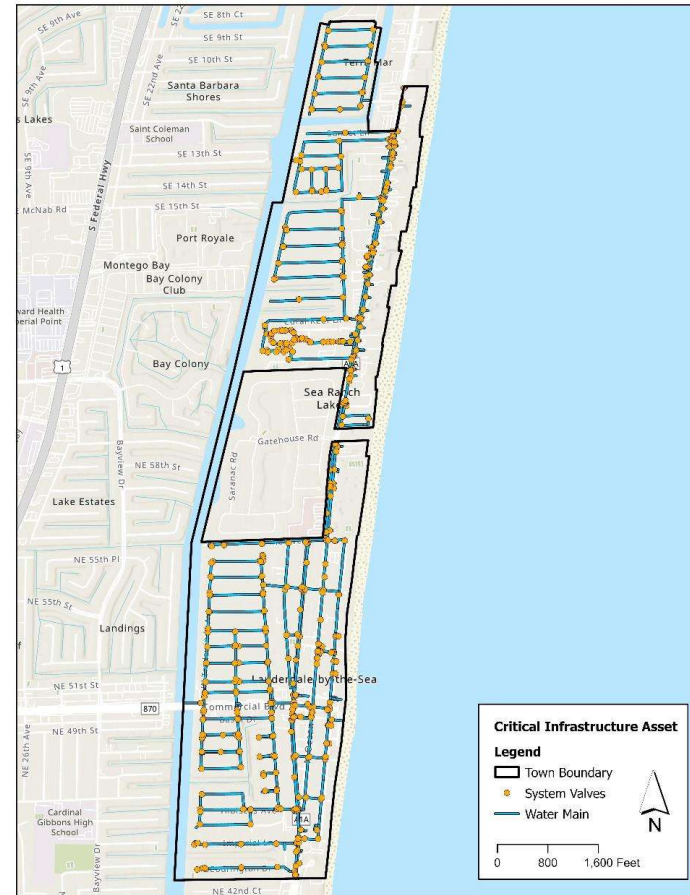
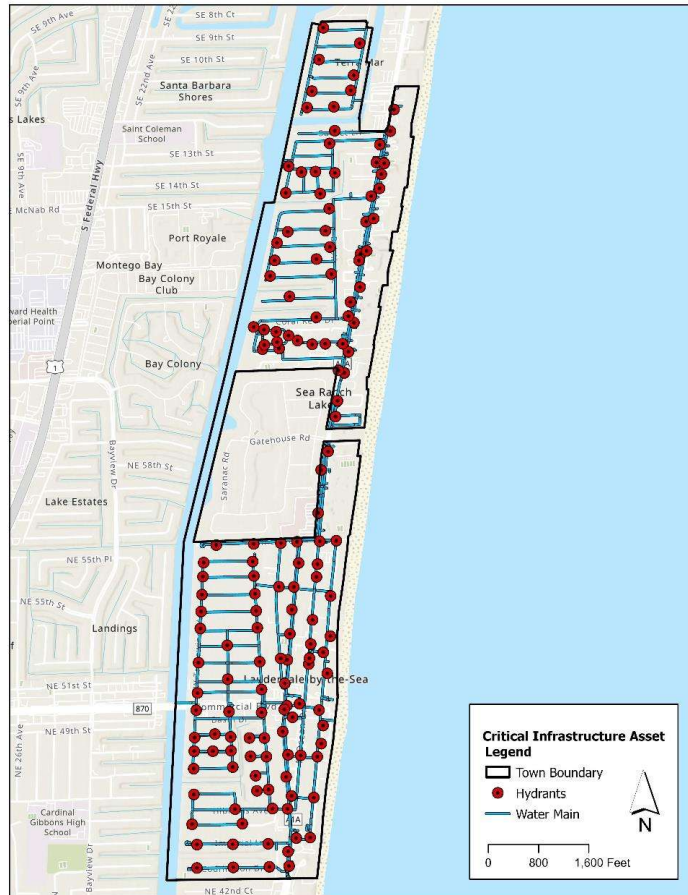


Critical Assets - Water

- 111,797 LF Water Mains
- 153 Fire Hydrants
- 505 System Valves

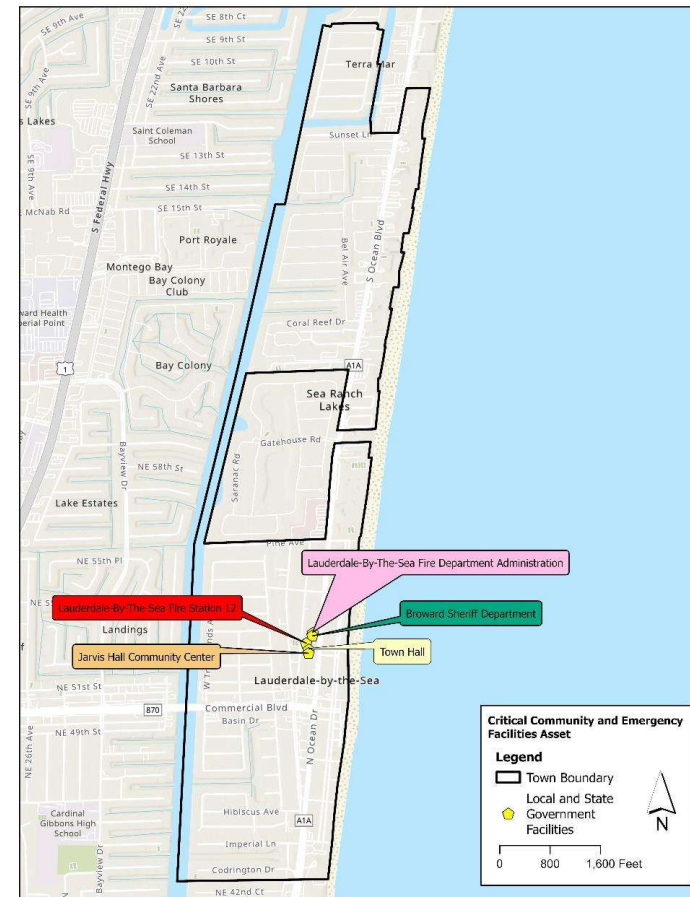


Critical Assets – Water Hvdrants and Valves

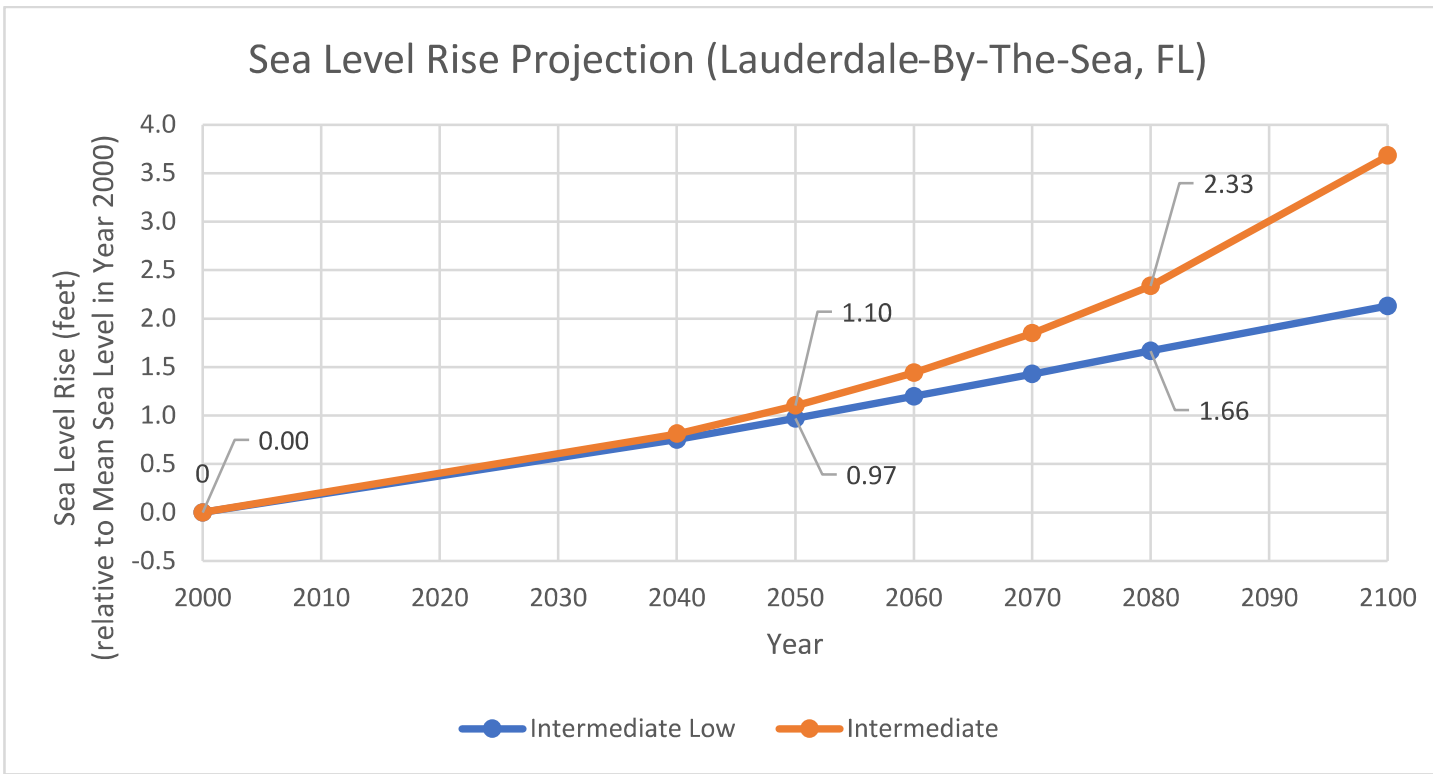


Critical Assets – Community and Emergency

- 2 Fire Stations
- 1 Local Government Facilities
- 1 Law Enforcement Facility
- 1 Community Center



Sea Level Rise Predictions



- 2050 & 2080
- Mean High
- King Tides
- Storm
 - 100-year
 - 500-year
 - CAT3

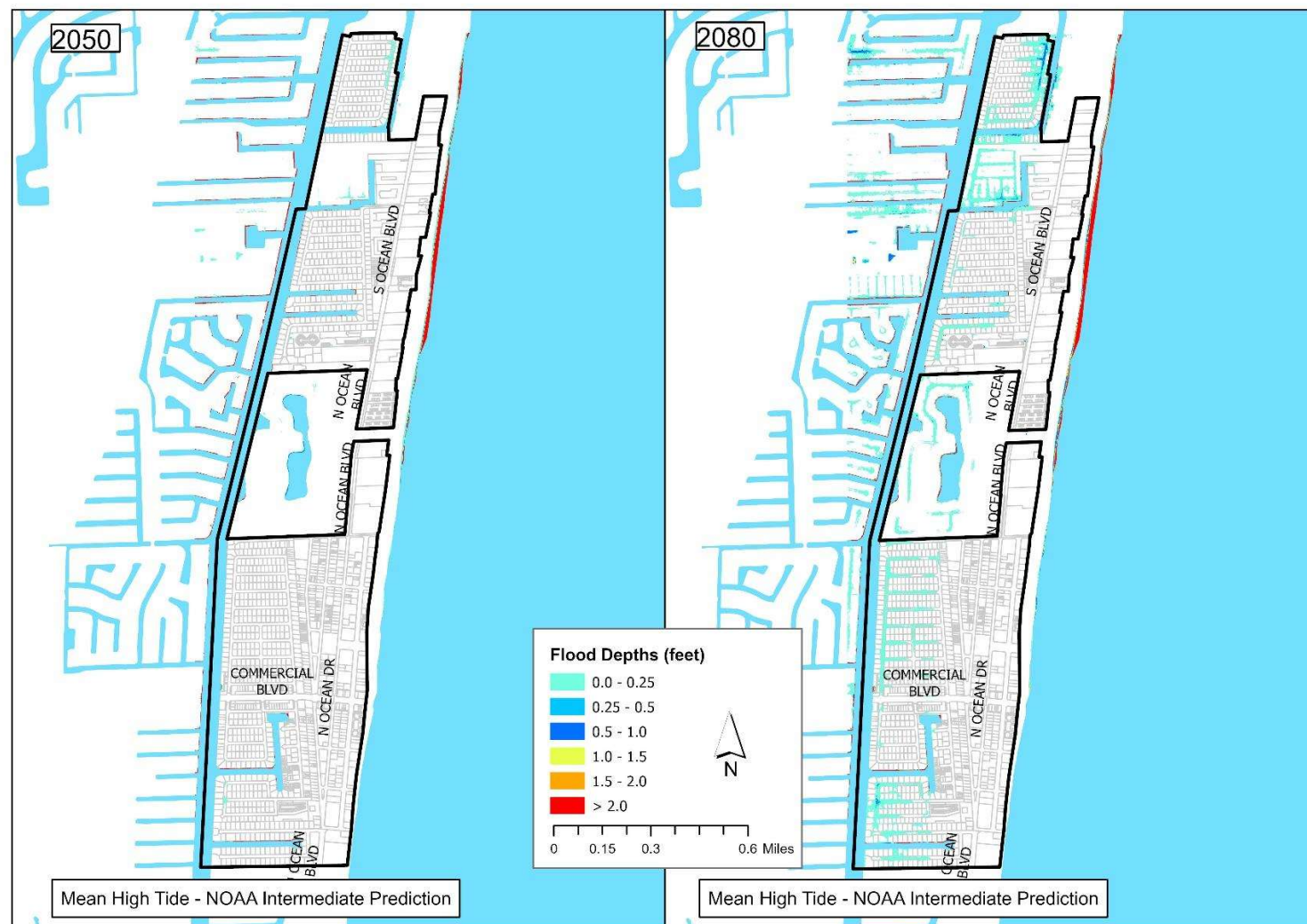
Vulnerability Scenarios

Scenario	Year	Storm	Tide	NOAA
1	2025	N/A	Mean High Tide	N/A
2	2050	N/A	Mean High Tide	Low
3	2080	N/A	Mean High Tide	Low
4	2050	N/A	Mean High Tide	Intermediate
5	2080	N/A	Mean High Tide	Intermediate
6	2025	N/A	King	N/A
7	2050	N/A	King	Low
8	2080	N/A	King	Low
9	2050	N/A	King	Intermediate
10	2080	N/A	King	Intermediate
11	2025	100-year	Mean High Tide	N/A
12	2050	100-year	Mean High Tide	Low
13	2080	100-year	Mean High Tide	Low

Scenario	Year	Storm	Tide	NOAA
14	2050	100-year	Mean High Tide	Intermediate
15	2080	100-year	Mean High Tide	Intermediate
16	2025	500-year	Mean High Tide	N/A
17	2050	500-year	Mean High Tide	Low
18	2080	500-year	Mean High Tide	Low
19	2050	500-year	Mean High Tide	Intermediate
20	2080	500-year	Mean High Tide	Intermediate
21	2025	CAT 3 Surge	Mean High Tide	N/A
22	2050	CAT 3 Surge	Mean High Tide	Low
23	2080	CAT 3 Surge	Mean High Tide	Low
24	2050	CAT 3 Surge	Mean High Tide	Intermediate
25	2080	CAT 3 Surge	Mean High Tide	Intermediate

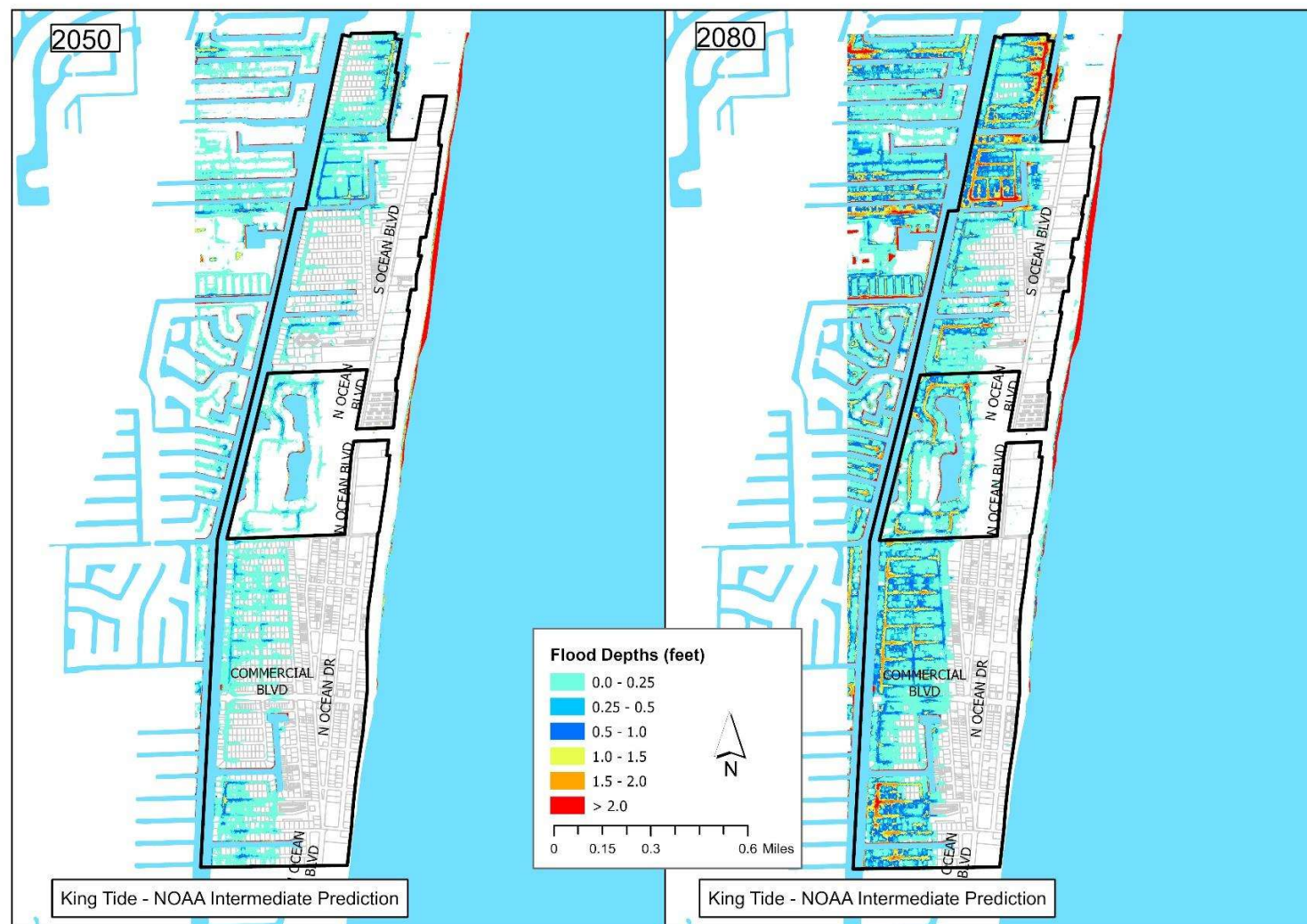
Flooding Assessments

- 2050 vs. 2080
- Mean High Tide
- NOAA Intermediate Prediction



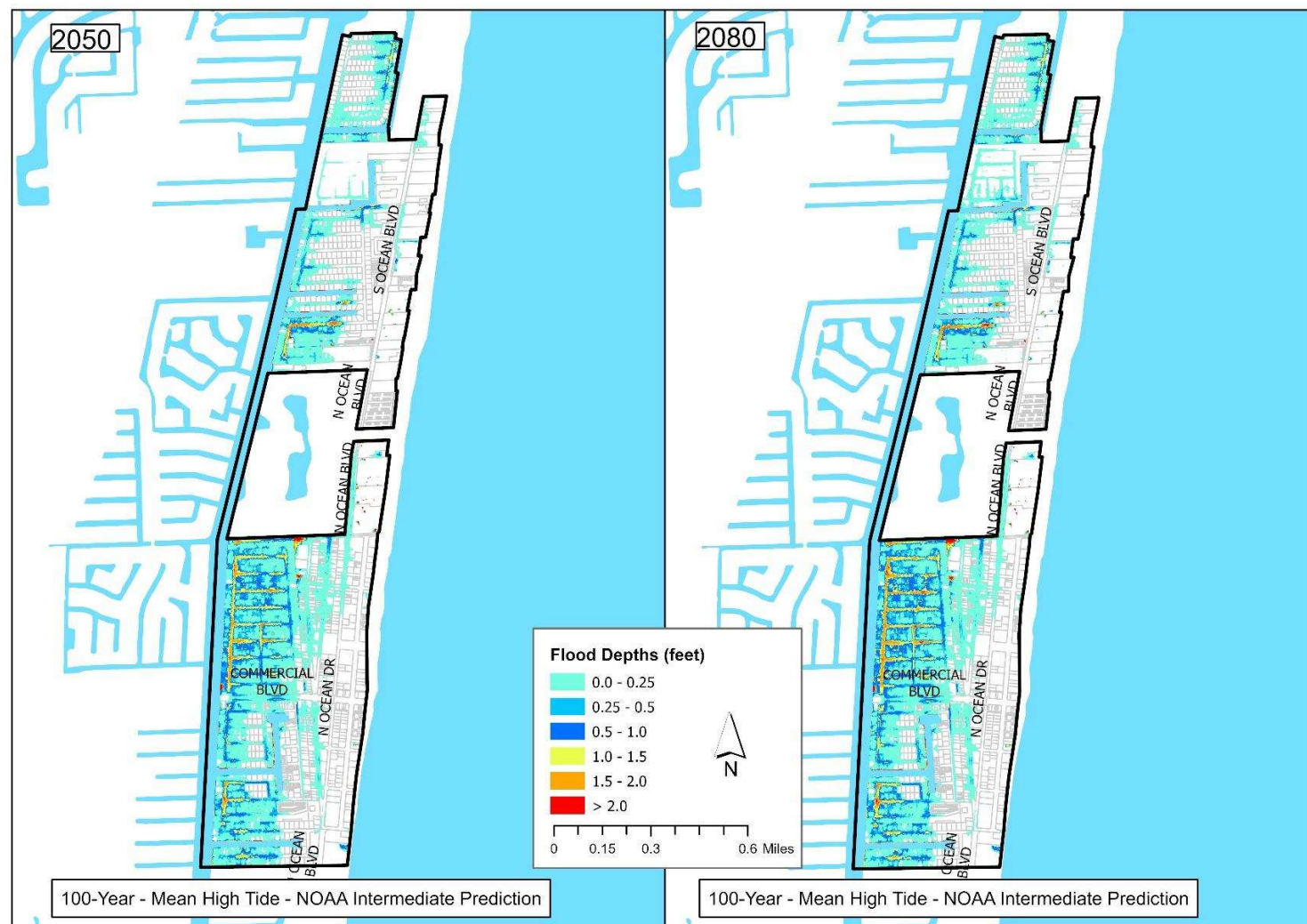
Flooding Assessments

- 2050 vs. 2080
- King Tide
- NOAA Intermediate Prediction



Flooding Assessments

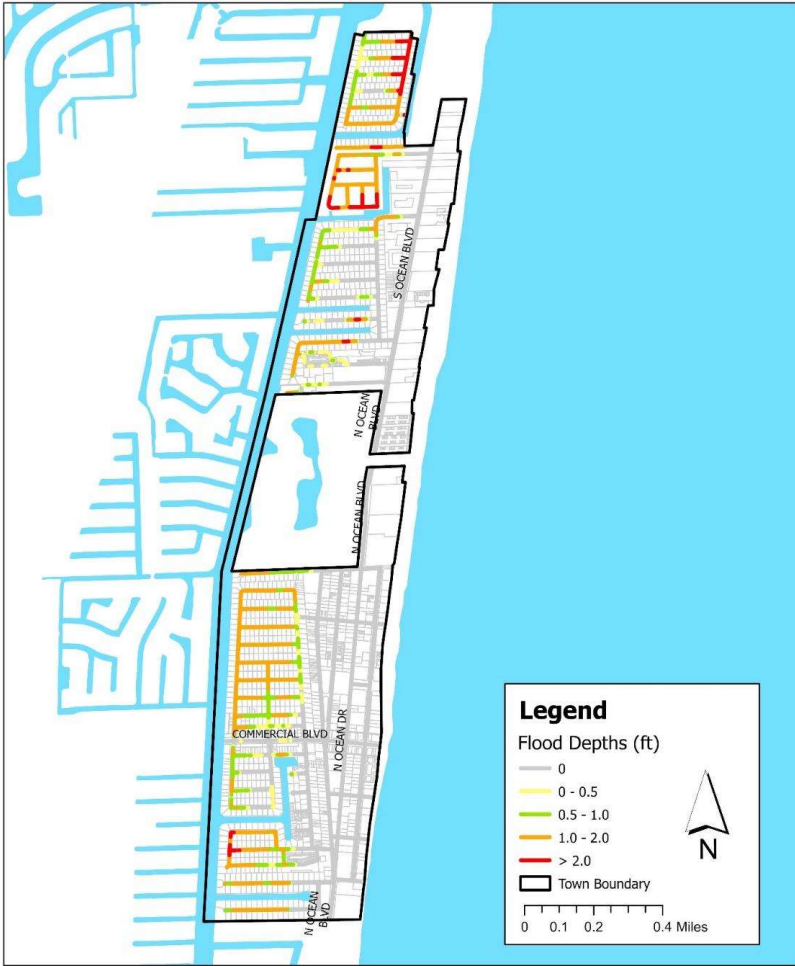
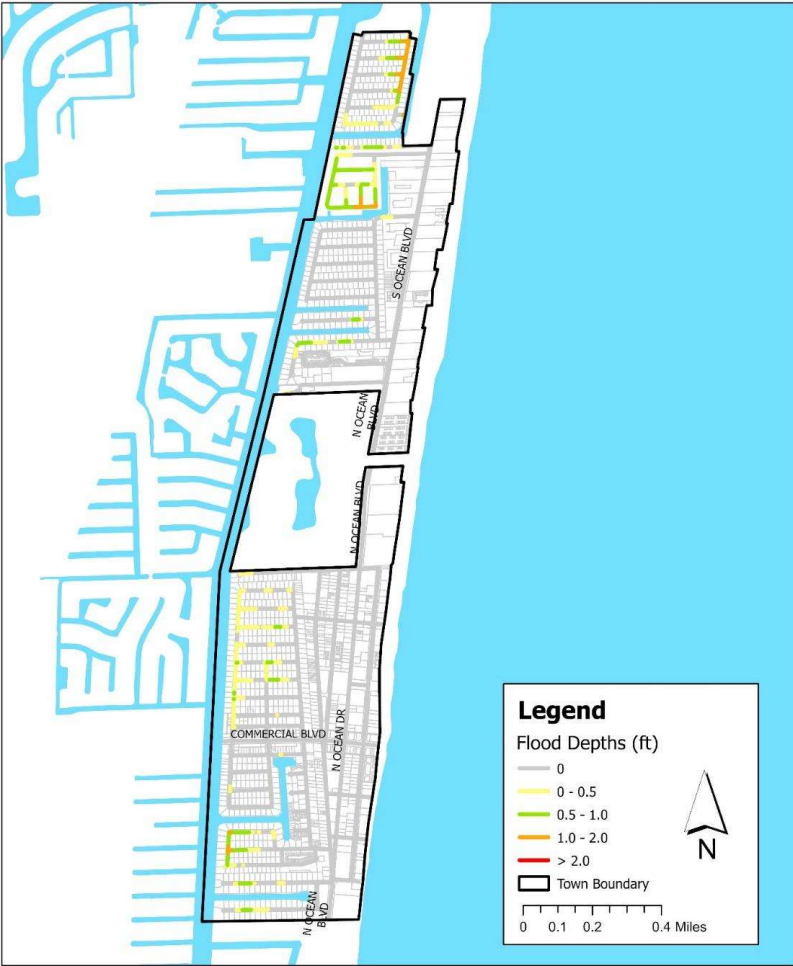
- 100-Year Storm
- 2050 vs. 2080
- Mean High Tide
- NOAA Intermediate Prediction



Assessment Results – Flood Depths at Lift Stations

Scenario:	S1	S2	S3	S4	S5	S6	S7	S8	S9	S10	S11	S12	S13	S14	S15	S16	S17	S18	S19	S20	S21	S22	S23	S24	S25
Year:	2025	2050	2080	2050	2080	2025	2050	2080	2050	2080	2025	2050	2080	2050	2080	2025	2050	2080	2050	2080	2025	2050	2080	2050	2080
Storm:	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	100Yr	100Yr	100Yr	100Yr	100Yr	500Yr	500Yr	500Yr	500Yr	500Yr	CAT3	CAT3	CAT3	CAT3	CAT3
Tide:	MHT	MHT	MHT	MHT	MHT	King	King	King	King	King	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT	MHT
NOAA:	NA	Low	Low	Int	Int	NA	Low	Low	Int	Int	NA	Low	Low	Int	Int	NA	Low	Low	Int	Int	NA	Low	Low	Int	Int
Lift Station 22	--	--	--	--	-0.60	-0.93	0.04	0.73	0.17	1.40	-0.01	0.03	0.07	0.03	0.07	0.12	0.16	0.20	0.16	0.20	0.22	1.19	1.88	1.32	2.55
Lift Station 24	--	--	--	--	--	--	--	--	--	-0.58	-0.70	-0.58	-0.47	-0.57	-0.44	-0.40	-0.29	-0.19	-0.28	-0.17	--	-0.79	-0.10	-0.66	0.57
Lift Station 26	--	--	--	--	--	--	-0.48	0.21	-0.35	0.88	0.25	0.39	0.50	0.40	0.54	0.54	0.65	0.74	0.65	0.76	-0.30	0.67	1.36	0.80	2.03
Lift Station 27	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lift Station l	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lift Station m	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lift Station n	--	--	--	--	--	--	--	--	--	-0.70	--	--	--	--	--	--	--	-0.98	--	-0.97	--	-0.91	-0.22	-0.78	0.45
Lift Station p	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lift Station q	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
Lift Station r	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Assessment Results – Flood Depth on Roadways



Critical Asset Sensitivity

Overall Risk Assessment	Land Area Inundated (% of census tract or neighborhood)	Critical Assets Affected (percentage of total assets or within each asset category)
None	0%	0%
Low	<25%	<25%
Medium	25 – 50%	25 – 50%
High	50 – 75%	50 – 75%
Extreme	>75%	>75%

	Total Miles	Percentage of Roadway Inundated Under Each Scenario																								
		S1	S2	S3	S4	S5	S6	S7	S8	S9	S10	S11	S12	S13	S14	S15	S16	S17	S18	S19	S20	S21	S22	S23	S24	S25
Roadways (Major)	2.577	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	0%	1%	2%	1%	2%	2%	2%	3%	2%	3%	0%	0%	3%	0%	8%
Roadways (Minor)	16.836	0%	0%	0%	0%	3%	1%	14%	37%	19%	54%	36%	40%	42%	40%	44%	44%	47%	49%	47%	50%	21%	49%	61%	52%	67%

Critical Asset Sensitivity

Overall Risk Assessment	Land Area Inundated (% of census tract or neighborhood)	Critical Assets Affected (percentage of total assets or within each asset category)
None	0%	0%
Low	<25%	<25%
Medium	25 – 50%	25 – 50%
High	50 – 75%	50 – 75%
Extreme	>75%	>75%

Percentage of Critical Assets Inundated Under Each Scenario																											
	Total Assets	S1	S2	S3	S4	S5	S6	S7	S8	S9	S10	S11	S12	S13	S14	S15	S16	S17	S18	S19	S20	S21	S22	S23	S24	S25	
TRANSPORTATION																											
Percent Affected	0	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
CRITICAL INFRASTRUCTURE																											
Lift Stations	10	0%	0%	0%	0%	10%	10%	20%	20%	20%	40%	30%	30%	30%	30%	30%	30%	30%	40%	30%	40%	20%	40%	40%	40%	40%	
Sanitary System Valves	31	0%	0%	0%	0%	3%	3%	3%	3%	3%	3%	13%	13%	13%	13%	13%	16%	16%	16%	16%	16%	3%	3%	10%	3%	23%	
Sanitary Fittings	45	0%	0%	2%	0%	2%	2%	7%	7%	7%	11%	9%	11%	13%	11%	13%	13%	13%	16%	13%	16%	7%	9%	11%	11%	24%	
Water Fittings	612	0%	1%	6%	1%	16%	11%	28%	42%	31%	48%	52%	54%	56%	54%	58%	56%	57%	59%	57%	61%	32%	46%	50%	47%	56%	
Fire Hydrants	153	1%	1%	4%	1%	14%	10%	25%	39%	27%	46%	48%	48%	50%	48%	52%	51%	52%	53%	52%	54%	27%	44%	48%	44%	52%	
Water System Valves	504	0%	1%	6%	2%	15%	10%	24%	34%	25%	40%	52%	53%	54%	53%	55%	56%	58%	58%	58%	59%	26%	38%	44%	39%	50%	
CRITICAL COMMUNITY AND EMERGENCY FACILITIES																											
Local and State Government Facilities	5	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	

Conclusion and Mitigation

- **Overall, impacts in 2050 are minimal to the Town**
 - Highest impacts on the western portion of the Town
- **Impacts are more severe in 2080**
- **Mitigation is needed prior to 2050**
 - Type of mitigation should be phased
- **Mitigation responsibility is shared between the Town, Homeowners, Businesses, and Developers**



Recommendations

- **Prioritize Areas of Concern**
- **Work with Neighboring Communities**
- **Monitor State and Federal efforts**
- **Position the Town for Grant Assistance**

Mitigation Strategies

- Pipe Improvements
- Pump Stations
- Exfiltration Trenches
- Proposed project locations can be found in the Town's 2020 Stormwater Master Plan



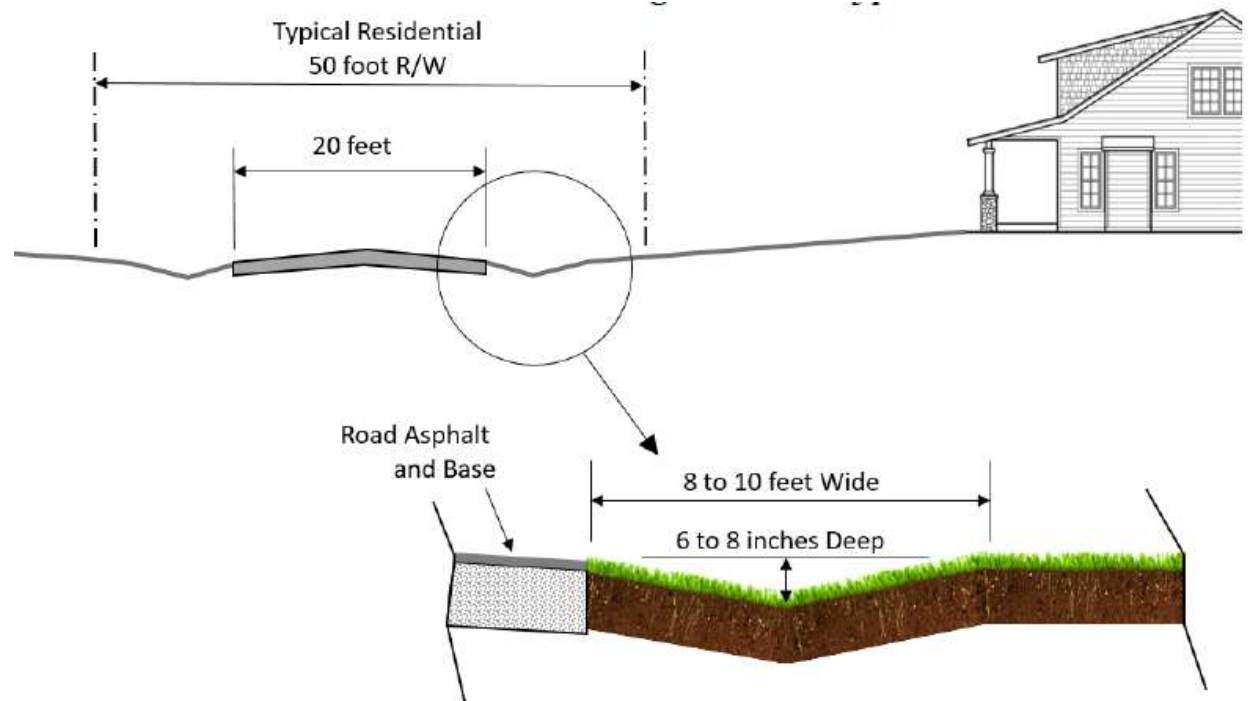
Mitigation Strategies

■ In-Line Check Valves



Mitigation Strategies

- Drainage System Improvement Projects
- Swale Restoration
- Exfiltration Trenches
- Green Infrastructure
 - Bioswales
 - Rock Gardens
 - Native Plantings
 - Rain Gardens
 - Living Shorelines
 - Increase Park Space



Questions and Discussion





Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: March 10, 2026

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

Submitting Department: Public Safety

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO February 2026 Public Safety Report

Explanation: BSO February 2026 Public Safety Report prepared by Captain Chris Sutter.

Recommendation: Accept/Approve

Exhibits:

1. TM Report-February 2026



Sheriff Gregory Tony, Ph.D.

Date: March 4, 2026

To: Ken Rubach
Town Manager

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

Subject: BSO Public Safety Report- February 2026

PERSONNEL CHANGES:

On February 21st, 2026, Lieutenant Christopher Palamara was transferred to the Broward Sheriff's Office Civil Division.

On February 21st, 2026, Lieutenant Toni Hopkins was transferred from the Pompano Beach District to the Lauderdale by the Sea District.

Lieutenant Toni Hopkins is a law enforcement leader with nearly two decades of service at the Broward Sheriff's Office, currently serving as a Lieutenant and Executive Officer in the Lauderdale-By-The-Sea District. Throughout her career, she has held progressive leadership roles, including Administrative Sergeant, CORE Sergeant, and Road Patrol Sergeant, overseeing district operations, specialized community units, and high-profile event planning. She has coordinated operational plans for major community events and dignitary visits, supervised multidisciplinary teams, and led critical incident responses as a Hostage Negotiator Team Leader with the agency's SWAT/Hostage Barricade Team. Known for her strong leadership, operational oversight, and community-focused approach, she brings both tactical expertise and strategic management experience to her role.

Lieutenant Hopkins combines field experience with advanced education and professional development. She holds a Master of Disaster Management from Florida International University, a Master of Business Administration from Nova Southeastern University, and a bachelor's degree in Management Information Systems from the University of West Florida. In addition to her agency responsibilities, she serves as a Unit Supply Leader with the Southeast Florida Regional All Hazards Incident Management Team, supporting disaster response efforts statewide. Her background reflects a commitment to leadership, public safety, emergency management, and continuous professional growth.

EMPLOYEES OF THE MONTH: Deputies Scott Klier, Brian Swadkins, Kyran Ramcharan

On February 21, 2026, Deputy Ramcharan, Deputy Swadkins, and Deputy Klier of the Broward Sheriff's Office Lauderdale-By-The-Sea Bravo Gold Team demonstrated professionalism and teamwork in resolving a delayed burglary that led to the suspect's identification and arrest. The victim reported that an unknown individual had entered his rear curtilage overnight and stolen an electric bicycle, scooter, and clothing valued at over \$1,000 from an unlocked storage room. Later that day, the victim located the suspect riding the stolen bicycle near a beach portal, recovered the bicycle, and alerted Deputy Ramcharan, who was on patrol.

Deputy Ramcharan immediately broadcasted a detailed description of the suspect, enabling Deputy Klier to quickly canvass the area and locate a subject matching the description as he attempted to leave the Town. The suspect was detained without incident, and a show-up identification was conducted, during which the victim positively identified him as the offender. The suspect was also found to be wearing the stolen clothing at the time of detention.

Deputy Swadkins conducted a post-Miranda interview, obtaining a full confession to the burglary and theft. The confession, combined with the positive identification and recovered property, strengthened the case and ensured accountability. Through their swift, coordinated efforts and thorough investigative work, the deputies secured critical evidence, recovered valuable property, and upheld the standards of the Broward Sheriff's Office.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery, or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home, or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out of town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed about the importance of shredding documents, being aware of suspicious individuals, protecting passwords, and exercising caution when revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.

- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant enables additional maritime patrols throughout the Town's waterways and adjacent ocean areas.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate between assisting with administrative duties and patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with the State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This patrol mode allows deputies to interact one-on-one with our residents and visitors. Deputies conducted 0 hours of bike patrol.
- **All-Terrain Vehicle Patrol:** The ATVs / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol plays a crucial role in marine fisheries regulation, enforcement, and protection. Deputies used the ATV / Polaris for 222 miles and 30 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or who are otherwise experiencing mental health crises or are homeless and in need of services. Five (5) individuals were experiencing a mental health crisis. Four (4) were transported to Imperial Point Hospital, and one (1) was transported to Fort Lauderdale Behavioral Health. One (1) individual experiencing homelessness was contacted during this period, and he refused services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool for Public Safety. ***See Notable Incidents/Arrests below.***
- **e-Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues, and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office website @ www.sheriff.org.

- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This enables the district to notify residents about any traffic issues and other significant public safety concerns affecting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the “If you see something, say something” message and allows individuals that “If you see something, SEND something” via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Sutter to provide information to the public via social media. Follow us @BSOLBTS.

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

On February 19, 2026, the Broward Sheriff's Office Lauderdale-By-The-Sea District proudly participated in the **Party in the Park “Oceans of Love”** event held at Friedt Park Playground. Captain Christopher Sutter and CSA Giovanna Anderson staffed the district's tent, engaging with residents and distributing BSO giveaways to both adults and children in attendance. The event was well-attended, and the positive interaction between deputies and community members reflected the strong partnership with the Town. Attendees enjoyed the festivities, and the overall atmosphere was welcoming and family-friendly.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2602-000002 (Deputy Cathcart)

DATE/TIME: 2/1/2026 @ 0041 hours

LOCATION: 1461 S Ocean Blvd #124

ARRESTEE: Maria Margaronis, W/F (6/30/1980)

VICTIM: W/M (8/7/84)

INCIDENT: **Domestic Battery (Arrest)**

SUMMARY: Deputy Cathcart responded to the above location in reference to a domestic disturbance call. Investigation revealed that Maria and the victim are married and have a 10-year-old child in common. Maria initiated an argument with the victim and then threw a cell phone at him. The cell phone struck the victim, but he was not injured. The child witnessed the incident but was not involved in the violence. Maria was arrested for domestic battery and turned over to the Main Jail. The Florida Abuse Hotline was called in reference to the child witnessing the violence.

CASE: 13-2602-000075 (Dep Hopkins)

DATE/TIME: 02/02/2026 @ 1500 hours

LOCATION: 1500 S Ocean Blvd

SUSPECT: Matthew T Welch, W/M (04/26/1974)

VICTIM: W/F (01/01/1978)

INCIDENT: **Fraud (Contractor)**

SUMMARY: Reported victim advised that she hired Mr. Welch in September 2023 to perform contract work and paid this individual over 100K via Zelle for work that was not completed. The victim believes the subject did not have a proper contract license after hiring a private investigator and requested a delayed report.

CASE: 13-2602-000157 (Deputy Seedig)
DATE/TIME: 02/03/2026 @ 2149 hours
LOCATION: E TRADEWINDS AVE / COMMERCIAL BLVD
ARRESTEE: Kayla Garcia, W/F (01/24/1994)
INCIDENT: **DUI (Arrest)**

SUMMARY: Dep Seedig, conducting traffic enforcement and PWT checks, observed the above vehicle travelling southbound on Bougainvillea Dr at a high rate of speed. Dep Seedig observed as the vehicle drove off the roadway onto the grass area of the Lauderdale by the Sea community church. The vehicle continued to drive erratically throughout the area, running stop signs at Harbor Dr, East Tradewinds Ave, and Commercial Blvd. Dep Seedig conducted a traffic stop on the vehicle and contacted the driver, Kayla Garcia. Dep. Seedig noticed signs of impairment and summoned a DUI Task Force Unit to the scene. After an investigation, Garcia was subsequently arrested for DUI. Her vehicle was towed via Sal's towing.

CASE: 13-2602-000194 (Deputy Boyian)
DATE/TIME: 2/4/26 @ 1702 hours
LOCATION: 1603 W Terra Mar Dr
ARRESTEE: Richard Capalbo (W/M 7/22/46)
VICTIM: W/F (7/26/1948)
INCIDENT: **Domestic Battery on Person 65+ (Arrest)**

SUMMARY: Deputy Boyian responded to the above location for a domestic disturbance call. Investigation revealed that Richard Capalbo and the victim are married and live together. They became involved in an escalating argument. The victim said that Richard grabbed her forearm, causing a bruise, and punched her on her head. Richard said that the victim hit him on his arms and back, causing a scratch on his forearm. Deputy Boyian determined that Richard was the primary aggressor. Richard was arrested and subsequently turned over to the Main Jail.

CASE: 13-2602-000289 (Deputy Figueroa)
DATE/TIME: 2/6/26 @ 2042 hours
LOCATION: 4433 N Ocean Dr (Shore Haven Resort)
ARRESTEE: Lamar Earl Farhat, B/M (8/3/87)
INCIDENT: **Disorderly Intoxication (Arrest)**

SUMMARY: Deputies responded to the above location for a disturbance call. Investigation revealed Lamar Farhat was intoxicated and was causing a disturbance in the area by knocking on hotel room doors and bothering hotel guests. Lamar continued to be disorderly by yelling and screaming in the presence of deputies. Lamar was arrested and charged with disorderly intoxication. TOT Main Jail.

CASE: 13-2602-000435 (Deputy Seedig)
DATE/TIME: 02/09/2026 @ 2018 hours
LOCATION: 4500 N Ocean Drive (7-Six the Vacation Supply Company)
SUSPECT: Gregory Parker B/M 07/20/95
INCIDENT: **Retail Theft / Baker Act (Waiver of Prosecution)**

SUMMARY: Deputy Seedig responded to a retail theft call to the above business. Upon contact, the manager advised that a B/M had entered the store and began removing clothing from the racks, stuffing all items into a bag and down his pants to conceal them. Taylor advised that she called law enforcement as the B/M suspect left the store. Deputy Seedig gave a suspect description over the radio and a direction of travel from the store. Deputy Ogando was able to locate the B/M suspect matching the description at approximately the 4500 Block of El Mar Drive. The B/M suspect was in possession of all the stolen items removed from the store. A show-up was conducted, and the B/M suspect was identified with 100% certainty by the manager. The

manager stated that they had decided not to pursue charges against the suspect and signed a misdemeanor waiver of prosecution. All stolen items were returned to the store and placed in the manager's custody. The B/M suspect appeared to be suffering a mental episode and was Baker Acted.

CASE: 13-2601-000597 (Deputy Ramcharan)
DATE/TIME: 02/12/2026 @ 1349 Hours (Delay in reporting from 01/21/2026)
LOCATION: 4445 El Mar Drive
SUSPECT: Unknown
VICTIM: W/F (01/29/1967)
INCIDENT: **Fraud**

SUMMARY: On February 12, 2026, at approximately 1349, Lauderdale-By-The-Sea Deputy Ramacharan was dispatched to a report of a delayed fraudulent use of personal identification information. He took a phone report from the victim, who reported that her identity was illegally and unlawfully utilized to open a Verizon account in excess of \$6,500.00. She reported the fraudulent activity with Verizon and the Lauderdale-By-The-Sea District.

CASE: 13-2602-000614 (Deputy Roach)
DATE/TIME: 2/12/2026 @ 1823 hours
LOCATION: 4445 El Mar Dr
VICTIM: W/F (1/29/67)
INCIDENT: **Fraud**

SUMMARY: Deputy Roach contacted the victim via telephone for a report of fraud. A Regions Bank representative informed the victim that, on 12/12/26, an unknown offender attempted to access her Regions Bank account using her identity. The offender did not gain access, and she incurred no loss. Regions Bank required a police report to start their fraud investigation.

CASE: 13-2602-000653 (Deputy Swadkins)
DATE/TIME: 02/13/2026 @ 1010 Hours
LOCATION: 4319 N Ocean Drive (Walgreens)
SUSPECT: Richard J. Lariviere W/M (04/20/1940)
VICTIM: Walgreens
INCIDENT: **Theft (Retail)**

SUMMARY: On February 13, 2026, at approximately 10:10 AM, Lauderdale-By-The-Sea Deputy Swadkins was dispatched to a delayed theft at the Walgreens. He responded and took a report of theft of vitamins and a cell phone power bank. The known suspect, Richard J. Lariviere, dropped his prescription and walked out of the store with the items without paying. The manager signed a BSO Waiver of Prosecution. The reported loss is \$106. The manager would like the suspect warned of trespass upon his return to pick up his prescription, and she will call back to have Deputies return to trespass the suspect.

CASE: 13-2602-000940 (Deputy Seedig)
DATE/TIME: 02/17/2026 @ 1931 hours
LOCATION: A1A / Commercial Blvd.
V1 / D1: 2023 GLBL (LSV) (Circuit Transit) / W/F 09/22/82
PEDESTRIAN: W/M 03/18/62

INCIDENT: **Traffic Crash (Vehicle vs. Pedestrian)**

SUMMARY: Deputy Seedig responded to a vehicle vs. pedestrian traffic accident. V1 was traveling northbound through the intersection and had a green light. Several pedestrians were illegally crossing the roadway (eastbound) in the north crosswalk of A1A. A pedestrian was observed illegally crossing the roadway just north of the crosswalk behind the other group of

pedestrians. After the first group of pedestrians cleared the crosswalk, V1 proceeded northbound through the intersection when the pedestrian suddenly walked right out in front of V1 and was struck. The incident was witnessed by the passengers of V1 and was captured on LBTS video surveillance. The pedestrian sustained scrapes and lacerations to his legs, arms, and head. The pedestrian was transported to Holy Cross as a non-trauma patient. Several pictures of the scene were taken and uploaded to evidence.com. Deputy Seedig made contact with the pedestrian at Holy Cross and issued a citation for the pedestrian failing to obey the traffic signal.

CASE: 13-2602-001102

DATE/TIME: 02/20/2026 @ 1630 hours

LOCATION: 0 Commercial Blvd [Beach]

Victim: W/F (DOB 9-2-2004)

INCIDENT: Theft

SUMMARY: The victim stated on 2-19-26 at approximately 1700-1800 hours, she left her tote bag on the beach, went down by the water, and when she returned, the tote bag was gone. The beige tote bag contained \$20 cash, a multi-colored beach towel, a white t-shirt, denim shorts, and a Guatemalan passport. The victim did not report the incident right away because she had forgotten her passport was in the bag. The victim is visiting from Guatemala.

CASE: 13-2602-01155 (Det Swadkins/Dep Ramcharan/Dep Klier)

DATE/TIME: 02/21/2026 @ 1205 hrs.

LOCATION: 4241 EL Mar Drive

SUSPECT: Christopher Parra, WM DOB: 07/25/1989

INCIDENT: Burglary (Arrest)

SUMMARY: Deputies responded to the listed location regarding a delayed burglary report. The victim learned that someone had stolen items overnight, observed the suspect with his stolen property, confronted the suspect, and recovered his stolen property. The victim then contacted BSO. Investigation revealed that the suspect entered the rear curtilage of this listed location and opened an unlocked storage room. The subject then stole an electric bicycle valued at over \$1,000. The victim saw the suspect ride by on his stolen bicycle, confronted him at a beach portal, and recovered the bicycle. DLE was then contacted, a suspect description was issued to all units, and Dep Klier detained a subject matching the description. A show-up was conducted, the subject was arrested, and Det. Swadkin's post-Miranda interrogation obtained a full confession from the suspect. While at the jail, the subject became upset that he was going to jail and banged his head on the police car, which caused a medical clearance, then transport back to the main jail.

CASE: 13-2602-001569 (Deputy Seedig/Deputy Popick)

DATE/TIME: 2/28/2026 @ 2155 hours

LOCATION: 4500 N Ocean Dr

ARRESTEE: Jose Antonio Manrique (H/M 6/22/73)

VEHICLE: 2014 GMC Acadia (FL tag DX08EB)

INCIDENT: DUI (Arrest)

SUMMARY: While working the High Visibility Detail in the downtown Lauderdale by the Sea area, Dep Seedig was alerted by a citizen of a possible drunk driver in the area. Dep Seedig followed the vehicle that was pointed out to him and established a driving pattern, observing two traffic violations. The violations were failure to stop for a posted stop sign and failure to obey a traffic control device (the driver drove off the roadway into the bicycle lane). Dep Seedig conducted a traffic stop and contacted the driver of the vehicle, Jose Manrique. Dep Seedig observed signs of impairment and summoned DUI investigator Dep Popick to the scene. Following DUI investigation/roadside exercises by Dep Popick, it was determined that Jose Manrique was Driving Under the Influence of alcohol or a controlled substance. The suspect,

Manrique, refused to provide a breath sample. Investigation revealed that this arrest is Jose Manrique's fourth time being arrested for DUI, making it a felony. Dep Popick completed a warrant for the blood draw of Jose Manrique to determine the exact measure of his Blood Alcohol Content.

MONTHLY ARREST LOGS:

Misd/Fel	Charge	Street	Case
Misd	DV Battery	1461 S Ocean Blvd	13-2602-000002
Misd	DUI	E Tradewinds/Commercial Blvd	13-2602-000157
Fel	DV Battery 65yoa or older	1603 W Terra Mar Dr	13-2602-000194
Misd	Disorderly Intoxication	4433 N Ocean Dr	13-2602-000289
Fel	Burglary (Dwelling)	4241 El Mar Dr	13-2602-001155
Fel	DUI	4500 N Ocean Dr	13-2602-001569

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2025 YTD	2026 YTD
AUTO THEFT	0	0	2	0
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	0	0	2	0
BURGLARY-RESIDENCE	1	0	1	1
BURGLARY-STRUCTURE	0	0	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	0	0
HOMICIDE	0	0	0	0
ROBBERY	0	0	0	0
THEFT-GRAND	0	2	2	2
THEFT-PETIT	3	1	7	4
TOTALS	4	3	14	7

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	20
COP Hours Worked - Month	133
COP Patrol Miles - Month	468
COP Hours Worked - YTD	232
COP Patrol Miles - YTD	781
COP Bike Patrol Hours - Month	9
COP Bike Patrol Hours - YTD	9
COP Beach Patrol Hours - Month	20.25
COP Beach Patrol Hours - YTD	34

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

	Month	2026 YTD
Reserve Deputy - Days Worked	3	7
Reserve Deputy - Hours Worked	25	52.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The February 2026 Monthly Staffing and Statistical Report is attached.

MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT

February 28, 2026

CURRENT STAFFING ALLOCATIONS

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

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Lt. Christopher Palamara	15666	Assigned to Civil Division	Transferred out from D13 (LBTS)
Lt. Toni Hopkins	15568	Assigned to D13 (LBTS) & Promoted	Transferred in from D11 (PB) as a Lieutenant

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Kyran Ramcharan	11990	Parkland	MSD Event	4
			TOTAL	4



Lauderdale by the Sea Monthly Activity February 2026

Reports/Calls	
Miscellaneous Service	
Event Reports	41
Accidents	17
Calls for Service	1,578

Arrests	
Type of Arrest	
Felony	1
Misdemeanor	3
Warrant (Felony)	0
Warrant (Misd.)	0
DUI (Misdemeanor)	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	1
DV (Misd.)	1
Total Arrests	6

General	
FI	5
Truant	0
Truant Debriefed	0
Elder Link	0

Traffic	
Types of Citation	
Non-Moving / Moving Citation	88
Warnings	102
Parking	0
DUI	2
Total Citations	192

Time Worked	
Hours Worked	
Bike Patrol	0
Court Overtime	12
Training Hours	39
Detached	4
Other Overtime	34.5
Days Worked	28

Narrative
ATV/UTV: 222 Miles / 30 Hours Reserve Deputies worked 3 shifts (25 hrs)



Town Commission Agenda Item Report

Meeting Date: March 10, 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:

Art in the Park / Friedt Mural Unveil

The mural at Friedt Family Park is complete, and we're excited to celebrate this beautiful new addition to our Town. We invite everyone to join us on Wednesday, March 18, from 5:00 p.m. to 6:30 p.m. for an evening of Art in the Park. As a part of our Party in the Park series, the official mural unveiling will take place at 5:30 p.m. The artist, Jonathan Ramirez, will be on site to help reveal the mural and join the celebration. The evening will also feature fun activities for all ages, including crafts, treats, and giveaways from our Broward Sheriff's Office team. We hope to see you there!

Broward League of Cities Annual Dinner

The 2026 Broward League of Cities Annual Dinner is scheduled for the evening of Saturday, May 30th at the Margaritaville Hollywood Beach Resort. For the past several years, the Town has contributed to the event as a Premier Sponsor. This sponsorship tier, at a cost of 5,000, is currently accounted for in this year's budget. A lower sponsorship level of \$3,000 is also available. Below are the details of both options.

Premier Sponsorship- \$5,000

- Reserved Table for 10
- Complimentary Valet Parking
- Half Page Ad in Event e-Program
- Screen Recognition at Event & on League Website
- Signage Recognition at Event
- Verbal Recognition at Event
- Pre & Post Social Media Recognition
- Pre & Post Event Press Release Recognition

Minimum Sponsorship- \$3,500

- 6 Dinner Tickets

- Complimentary Valet Parking
- City Listing in Event e-Program
- Signage Recognition at Event
- Pre & Post Social Media Recognition

Staff is requesting direction on if the Town would like to sponsor this event and at which level.

Fire/Rescue Consultants

Per the direction of the Commission, Staff had reached out to consultants regarding two separate items related to Fire/Rescue. Staff is seeking direction whether the Commission would like these proposals brought forward for their formal consideration for additional action.

- **Fire Assessment Rate Study:** The cost of a new study to provide the modifications regarding the fire assessment fee to reflect a square footage cost for condominiums. The rough estimate for this study would be between \$35-\$40k and would take approximately 3–4 months. In speaking with Broward County, any changes to methodology would need to be transmitted to the County no later than May 1st.
- **Town Fire Rescue Department Study:** Staff spoke with two different consultants and asked them to provide information for a study to examine what the Town would need to establish a self-sufficient Fire Rescue Department: Proposal 1 is \$60k and would take approximately 12 weeks to complete. Proposal 2 is \$30k and would take approximately 14 weeks to complete.

Proposed Resident Charter Amendment Legal Review

During the February 24, 2026, Town Manager's report, Commissioner DeNapoli raised the question of whether the Commission should seek a second legal opinion regarding the citizen-initiated charter amendment. The Commissioners discussed the prudence and necessity of obtaining additional legal review at this stage of the process, weighing considerations such as the potential cost to the Town, the legal and procedural need for a second opinion, and the advantages and disadvantages of doing so.

At the conclusion of the discussion, there was a general consensus to defer any decision on seeking a second opinion for two weeks, until tonight's meeting. This deferral allowed Commissioners additional time to review the second and third revised petitions, as well as the Town Attorney's written opinion regarding the second revised petition. The Commission also directed that the Town Attorney and Town Manager refrain from issuing any additional opinions or taking further action related to the matter until the Commission had completed its review. Accordingly, this item has been brought back before the Commission for further discussion, clarification, and direction on whether to authorize the Town Manager to obtain a second legal opinion regarding the citizen-initiated charter amendment.

United Way Mayor's Gala

The 2026 United Way Mayor's Gala is scheduled for the evening of Saturday, April 25th at the Seminole Hardrock Hotel & Casino. For the past several years, the Town has contributed to the event as a City Table Sponsor. This sponsorship tier, at a cost of \$4,000, is currently accounted for in this year's budget. The City Table sponsorship tier includes:

- One (1) table for (10) guests
- Two (2) VIP Reception tickets
- Recognition at the event
- Logo recognition in the program journal
- Full page, color advertisement in the event program

Individual tickets are \$400 per person.

Staff is requesting direction on either confirmation that we will be moving forward with this sponsorship contribution this year, or which alternative level of contribution you'd like the Town to make.

Upcoming Meetings

- Planning and Zoning Meeting — Wednesday, March 11th at 6:00pm
- Commission Meeting — Tuesday, March 24th at 6:30pm

Recommendation: N/A

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: March 10, 2026

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

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes for Regular Town Commission Meeting held on January 27, 2026 and Public Safety Workshop held on February 10, 2026.

Explanation: Approval of Minutes for Regular Town Commission Meeting held on January 27, 2026 and Town Commission Public Safety Workshop on February 10, 2026.

Recommendation: Accept/Approve

Exhibits:

1. 01-27-26 LBTS TC Draft Minutes
2. 02-10- 26 LBTS TC Workshop Draft Minutes



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
Jarvis Hall
4505 N. Ocean Drive
Tuesday, January 27, 2026
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:34 p.m. Also present were Vice Mayor Randy Strauss (via Zoom), Commissioner Richard DeNapoli (via Zoom), Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Ken Rubach, Town Attorney Susan Trevarthen, Finance Director Lucila Lang, Assistant Finance Director Edner Saint-Jean, Development Services Director Jhanelle Campbell, Assistant to the Town Manager/Acting Town Clerk Courtney Easley, and Events and Marketing Manager Katie Anderson.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

None.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Jill and Steve Diller, residents, requested that the Town place a new sign in front of its tennis/pickleball courts displaying updated rules, as the current signage is outdated and specific to tennis. Because only one of the courts is lined for pickleball, those players do not have the option of playing both courts. There is also confusion regarding how many players may be on the court at the same time, which has led to tension among users of the courts.

Town Manager Ken Rubach confirmed that Staff will look into the signage and the net adjustment.

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Rubach reported that Friday Night Music began on Friday, January 23, 2026 and was well-attended. He recognized Events and Marketing Manager Katie Anderson for her work in organizing this event. The next concert is scheduled for Friday, February 27, 2026.

Work has begun on the Friedt Family Park Mural and is expected to be complete within the next two to three weeks, weather permitting.

The next Party in the Park series event is scheduled for Thursday, February 19, 2026 from 5 p.m. until 6:30 p.m. in Friedt Family Park and has a theme of "Oceans of Love." It will include character appearances, treats, and kid-friendly activities.

Town Manager Rubach concluded that he has provided parking passes for Broward County monitoring during the sea turtle nesting season.

Mayor Malkoon requested an update on the Town's search for a new Town Clerk and Public Works Director. Town Manager Rubach replied that final interviews have been completed, although decisions have not yet been made.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen reminded the Commission that the Town's Charter Review Board met in 2025 and their recommendations were presented to the Commission in December of that year. At that time, Staff was directed to bring these

recommendations back in February 2026. They will be brought forward at the second meeting in February.

Town Attorney Trevarthen added that if the Commissioners have recommendations they would like to bring forward as well, she can meet with any of them individually in advance of the second February meeting. The deadline for submittal of ballot questions for the November 2026 elections is June 8, 2026.

10. APPROVAL OF MINUTES

- a. Approval of Minutes for Regular Town Commission Meeting held on December 9, 2025.**

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

11. CONSENT AGENDA

- a. Special Event Application: Seaside Players March 2026 Performance**

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

12. OLD BUSINESS

None.

13. NEW BUSINESS

- a. Paws + Palms Canine Walk Club**

Events and Marketing Manager Katie Anderson proposed the creation of a new Town function, the Paws + Palms Canine Walk Club, which was inspired by the many residents who walk their dogs Downtown, in the Town's parks, and in the Town's various neighborhoods. The Club is intended to create a welcoming space for dog owners to socialize.

The Club is proposed as a monthly event, held on one Saturday per month, beginning in February 2026. They will meet at a designated location and walk their dogs in a loop with

a different ending location each month. Staff hopes to partner with Town businesses to determine the ending locations. In addition to welcoming dog owners, the intent is to re-introduce residents to the Town's businesses.

All attendees must meet the conditions of Town Code regarding well-behaved and leashed dogs and will be required to carry waste bags. They will also be asked to sign an indemnity agreement for each walk.

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

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner Graziano reported that the Garden Club will hold a rummage sale on Saturday, January 31, 2026 in Jarvis Hall. He also attended a ribbon-cutting ceremony for the new Beach Bun Bakery, and noted the success of the Farmers Market and Friday Night Music.

Commissioner Graziano continued that he is still working to identify a way to light the Town's mural at night, and recognized Town Manager Rubach and Development Services Director Jhanelle Campbell for their assistance. This will be a privately funded project.

A meeting between Commissioner Graziano, State Representative Chip LaMarca, State Senator Jason Pizzo, and Florida Power and Light (FPL) is scheduled for next week to discuss the potential undergrounding of utilities. FPL has indicated they would provide the Town with data on the Storm Secure Underground Program (SSUP), including eligibility criteria. If Lauderdale-By-The-Sea is approved for this program, the state would pay the costs of undergrounding in vulnerable neighborhoods. At present, the Town is over 20 years from consideration for the program.

Commissioner Graziano continued that he had received a series of suggestions from a Commercial Boulevard property owner on how to help Town businesses. These items will be brought forward for Commission discussion in the future.

Mayor Malkoon emphasized the activity in the Town and its positive effects on hotel bookings. He added that he, Town Manager Rubach, and Events and Marketing Manager Anderson were recently interviewed by a visiting blogger. He was also invited to participate in a feature with Invest Greater Fort Lauderdale to discuss the Town and its potential for investment.

Mayor Malkoon continued that Staff has been working to prepare a State of the Town presentation. He concluded that he looked forward to the upcoming tourist season.

16. ORDINANCES 1ST READING

- 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 TO 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.**

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

Development Services Director Jhanelle Campbell explained that this Ordinance amends Chapter 30 of the Town’s Unified Land Development Regulations (ULDR) to comply with Senate Bill (SB) 954 by formalizing and streamlining the local review process for certified recovery residences, including requests for reasonable accommodations under state and federal law.

Recovery residences serve individuals who are recovering from substance abuse disorders, which are recognized as disabilities protected under the Fair Housing Act as well as the Americans with Disabilities Act (ADA) and Florida law. These residences’ right to locate within the Town already exists; Ordinance 2026-03 does not expand or restrict the right to locate, but establishes a process as outlined by SB 954.

Key provisions in the Ordinance include:

- Renaming Division 9
- Establishing an administrative review and approval process for certified recovery residence applications
- Allowing applicants to request reasonable accommodations from strict land use requirements where legally required
- Establishing parameters and timelines in which the Development Services Director must review and approve applications

The Ordinance also establishes an appeal process, which would be decided by the Town Manager. No public hearings are required due to the limited scope of lawful discretion.

The adoption of Ordinance 2026-03 is mandatory in order to comply with state law. The Ordinance reflects best practices and minimizes legal risk by aligning with state and federal requirements.

Next steps include taking the Ordinance before the Town's Planning and Zoning Board, followed by second reading before the Commission with any recommendations the Planning and Zoning Board may have made.

Mayor Malkoon noted that the Ordinance was intended to have been passed and implemented by municipalities by January 1, 2026. Town Attorney Trevarthen advised that there is no penalty; a number of cities began the approval process prior to January 1, while others did not, but are moving forward in good faith to comply with the new mandate. Staff began working on the Ordinance in fall 2025, including analysis of the Statute and processes. The Ordinance was not brought forward at that time in order to ensure the Commissioners had the opportunity to learn from other municipalities' actions.

Mayor Malkoon asked what process the Town has used with respect to certified recovery residences since January 1. Town Attorney Trevarthen explained that all municipalities are subject to federal law. Case law and federal guidance on this issue clearly indicate the steps a municipality must take to provide reasonable accommodation for this use, and the Town has taken these steps in the past.

Town Attorney Trevarthen pointed out, however, that roughly 10 years ago, the Town included zoning relief procedures in Code, which were intended to apply to the full range of individuals with federally protected rights, including those in certified recovery residences. These individuals may have been protected under the ADA, the Fair Housing

Act, or other Constitutional rights, such as religious rights. If the Town had received this type of request, Staff would have followed the process outlined in Code.

Mayor Malkoon asked if there might be a better way to ensure that the Town is aware of bills which carry mandatory requirements in the future so the Town can meet all necessary deadlines. Town Attorney Trevarthen stated that Staff was aware of the bill, noting that the Town was required only to refine its existing Ordinance rather than implementing a new Ordinance. Waiting until other municipalities had taken action allowed the Town to learn from their experiences. She emphasized that had the deadline been enforced with a penalty, it would have been brought forward for adoption before the deadline.

Mayor Malkoon suggested that in order to further streamline the approval process and reduce the risk of delay, the following language be added to the Ordinance:

- Section 30-138(b)(1): add "...no additional public hearings shall be required as part of this reasonable accommodation process beyond the minimum hearing requirements, if any, required by law."
- Section 30-138(b)(5): add "...any accommodation granted, including any conditions of approval, shall be limited to the minimum reasonable accommodation necessary to provide equal opportunity and to comply with applicable federal and state law."
- With respect to review time, include language referring to "proof of certification at intake," as well as language stating "...application shall include a copy of the current valid certificate of compliance evidencing the residence's status as a certified recovery residence."
- Add "The Town shall request only that additional information which is reasonably necessary to determine whether the application is complete and to evaluate the request under the criteria and Subsection 5(b).
- Add "This review and appeal process is administrative in nature and shall not be referred to any Board or the Town Commission unless specifically required by law."

Commissioner DeNapoli requested confirmation that the proposed Ordinance does not change any of the Town's existing zoning regulations such as height limits. Town Attorney Trevarthen confirmed that it does not.

Commissioner DeNapoli also requested the Town Attorney's feedback on the additional language proposed by the Mayor. Town Attorney Trevarthen replied that Staff will examine the suggested language in detail prior to second reading, although she noted that none of the language seemed likely to create any issues.

Mayor Malkoon recommended that the Commission approve Ordinance 2026-03 as presented, with Staff to review the additional language and incorporate what is legally possible before second reading.

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

17. ORDINANCES 2ND READING

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.

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

Development Services Director Campbell explained that Ordinance 2026-01 would modernize outdated building regulations, resolve recurring permitting and enforcement issues, improve emergency response, and align Town Code with state law and operational realities.

Key updates of Ordinance 2026-01 include:

- Addition of a requirement for properties with waterway access to install address numbers on the waterway side
- Modest increases to fines established in Chapter 6
- Reinforcement of construction and repair time limits, and inclusion of substantial renovations
- Addition of a provision for association authorization for permits, which would clarify documentation requirements for homeowners associations' approval
- Addition of requirements for inspections by private providers

The Ordinance was presented to the Commission for first reading on January 13, 2026 and was recommended for approval with no suggested changes. Staff recommends adoption upon second reading as presented.

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

- 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.**

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

Development Services Director Campbell advised that Ordinance 2026-02 includes key amendments since its first reading, including correction of a scrivener’s error in the Subsection addressing the B-1 zoning district, removal of a 250 ft. distance limitation for mixed-use projects, and flexibility for residential floor area caps. The flexibility will be determined by the Town Commission on a case-by-case basis.

The Ordinance also removes some redevelopment constraints along Bougainvilla Drive to allow for the redevelopment of lots qualifying under the appropriate zoning category. It clarifies fence height measurement issues related to the Federal Emergency Management Agency (FEMA) new flood elevation regulations for new construction.

The Planning and Zoning Board reviewed the suggested revisions at their December 10, 2026 meeting and recommended approval. The Ordinance was presented for first reading at the January 13, 2026 Commission meeting, where suggested changes were discussed. Staff recommends adoption upon second reading as presented.

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

18. RESOLUTIONS – PUBLIC COMMENTS

- 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.**

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

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

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:16 p.m.

Mayor Edmund Malkoon

ATTEST:

Courtney Easley, Acting Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION WORKSHOP
Jarvis Hall
4505 N. Ocean Drive
Tuesday, February 10, 2026
5:00 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the workshop to order at 5:00 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Ken Rubach, Town Attorney Susan Trevarthen, Finance Director Lucila Lang, Assistant Finance Director Edner Saint-Jean, Development Services Director Jhanelle Campbell, Assistant to the Town Manager/Acting Town Clerk Courtney Easley, and Events and Marketing Manager Katie Anderson.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. PUBLIC COMMENTS

It was determined that Public Comment would be heard following the presentations.

4. DISCUSSION ITEM

Mayor Malkoon explained that tonight's workshop addresses public safety, specifically including Fire Rescue services. Representatives of the Broward Sheriff's Office (BSO) and Fort Lauderdale Fire Rescue are present to provide presentations. He emphasized that no decisions will be made at this workshop.

a. Fire Rescue Provider Discussion

Fire Chief Timothy Keefe, representing BSO, gave a PowerPoint presentation on Fire Rescue services, noting that Lauderdale-By-The-Sea will need fire suppression as well as Emergency Medical Services (EMS) capabilities. BSO proposes to allocate one engine and one rescue vehicle to the Town. They will use an automated computer-aided dispatch (CAD) -based response in order to provide more operational flexibility, including relocation of BSO units if needed. If selected, BSO would participate in closest-unit and fastest-unit responses with neighboring partner agencies, including units from Pompano Beach and Fort Lauderdale.

If BSO's Fire Rescue Department is selected, they would oversee all needs in terms of labor negotiations, medical director, hiring and recruitment, risk management, legal defense, workers' compensation, promotional processes, administration, fire prevention and EMS training, and logistics.

In order to realize continuous quality improvement, BSO contracts with the Aldridge Group for EMS customer service satisfaction surveys. Their scores are consistently above the 80th percentile for patient engagement and satisfaction. BSO can provide life safety education staff for various safety talks and general safety messages. BSO also has an Office of Emergency Management (OEM) with personnel who can serve as liaisons to Town Staff during emergency events.

Chief Keefe stated that the Town would be served by an Advanced Life Support (ALS) engine with an Officer driver/engineer and a Firefighter/paramedic, as well as a second ALS unit with two Firefighter/paramedics and an Officer. There would also be a Fire Prevention Officer to assist with plan review and regular inspections.

At present, BSO provides seven Battalion Chief zones and a 24-hour, seven-day Staff Duty Officer who serves as direct liaison to the Fire Chief's Office. They have a Fire Code Official and provide a logistics regional warehouse for all Broward County municipalities, a Heavy Fleet Center, Training Division, Health and Safety Division, EMS Division with EMS Captains, and Shift Division Chiefs.

The proposed cost of two service apparatus with three personnel each, as well as one Fire Prevention Officer, carries a personnel cost of \$7.2 million, with operating costs of \$900,000. Capital costs are estimated at \$176,000 for startup. Total cost of service is estimated at \$8.3 million. BSO would meet with the Town Manager for negotiations, as there may be aspects of the proposal which could increase or reduce costs.

Fort Lauderdale Fire Rescue Chief Steven Gollan provided an overview of staffing and apparatus costs, pointing out that Fort Lauderdale's services are very similar to those offered by BSO. They offer the same certifications, accreditations, and ratings as BSO. Fort Lauderdale proposes a five-year period with renewal options and an 18-month prior termination. They have provided services to Wilton Manors for more than 25 years.

Services to Lauderdale-By-The-Sea would be broken down in a similar manner to services for Wilton Manors, based on equal monthly payments. The Town would be afforded access to the same resources that are available to Fort Lauderdale, including

emergency management, tactical rescue, hazardous materials, a marine division, mobile integrated health, and various safety-related programs.

Fort Lauderdale Fire Rescue has also been successful in securing grant funds for both their Department and the entities they serve. Over the last two years, they have received \$12.7 million in federal grant funding. The Fire boat and marine team have both responded to calls in Lauderdale-By-The-Sea through closest unit response.

Chief Gollan noted the proximity of Fort Lauderdale Fire Rescue's stations to the Town's existing Fire Station as well as the availability of resources. Effective response forces (ERF) are estimated at 16 personnel on-scene for a residential fire and 22 personnel for a commercial fire. Fort Lauderdale has the only Fire Rescue in Broward County that can provide this recommended level of service due to the proximity of its stations, including nearby Stations 54 and 35.

Chief Gollan advised that the standard of cover offered by Fort Lauderdale is the same as offered by BSO: three personnel on a rescue vehicle and three personnel on an engine, with appropriate rank designations. A Fire Inspector would also be assigned to Lauderdale-By-The-Sea. The proposal includes the Town providing the Fire apparatus, while Fort Lauderdale would supply the rescue vehicle. The total cost proposed for the first year would be \$6.8 million.

At this time Mayor Malkoon opened public comment.

John Alexander, resident, requested clarification of the amount of BSO's proposed personnel costs over a specific time period. He also asked if the Town's existing public safety facilities would be satisfactory for both agencies, or if capital investment by the Town would be required.

Chief Keefe replied that BSO's proposed personnel costs are \$7.2 million, which is subject to negotiations based on the Town's specified needs. He noted that the Town's facilities are the same as the ones in place when he was District Chief in the late 1990s, and would need to undergo upgrades to living conditions for Fire/Rescue personnel over time.

Laura Reese, Director of the Office of Management and Budget (OMB) for the City of Fort Lauderdale, stated that proposed staffing costs are \$5,824,684 for the first year. The one-time capital costs included in the proposal was \$595,405 for the purchase of a rescue

vehicle, as noted by Chief Gollan. The total proposed costs for the first year are \$6.8 million.

Director Reese continued that Fort Lauderdale staff had spoken with the Town Manager with regard to the Town's existing public safety facility, indicating that more in-depth research would be necessary before an agreement could be reached. The facility has not yet been surveyed.

Chief Gollan advised that Fort Lauderdale would make the same recommendations for the public safety facility as BSO, primarily due to equipment needs. He pointed out that the Town's current Fire apparatus is constantly exposed to salt air and other elements with only a canvas covering. Moving the apparatus into the building would also help improve response times.

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

Mayor Malkoon requested information on how service levels would be maintained or improved in comparison to the levels currently received by the Town, as well as how reliability of response would be handled during peak demand times, including seasonal population increases or major national/regional emergencies. Chief Keefe advised that station location would be a challenge, and would determine the base service level.

Chief Keefe continued that BSO is able to leverage its size to keep all of its Fire Stations operable in the event of emergencies. They are also available to move up additional units during large-scale or catastrophic events.

Chief Gollan emphasized that Fort Lauderdale is the only agency that can mobilize additional resources to meet an effective response profile due to its staffing, again citing the proximity of Station 35 as an example. Ladder, engine, and rescue companies are available from that station, as is a Fire Chief. Engine and rescue vehicles are also available from the Galt Ocean Mile area.

Commissioner Pouloupoulos noted that Fort Lauderdale assigns \$595,000 to the purchase or lease of a rescue unit and Fire Inspector vehicle. Director Reese confirmed that this would be a one-time cost associated with the purchase of this equipment. Fort Lauderdale would recover these costs over multiple years so money is set aside to replace that equipment at the end of its useful life.

Commissioner Pouloupoulos asked if this purchase would be necessary because the Town does not have a rescue unit or Fire Inspector vehicle, or because the Town's current apparatus are insufficient. Town Manager Ken Rubach replied that the Town currently does not have these units. Year two costs would include an amount that would be recovered each year to ensure the vehicle can be replaced.

Chief Keefe advised that BSO's proposal includes a Fire prevention vehicle among the capital costs listed. The rescue vehicle is built into the proposed operating costs. If BSO is selected as provider, they would then reach out to the City for the purchase or lease of a rescue vehicle. He concluded that BSO's proposal "leaves the door open" for negotiations with the Town on the purchase of a rescue vehicle.

Commissioner Pouloupoulos clarified that the cost of the rescue vehicle is included in the \$927,000 in operating costs. Chief Keefe confirmed this. Commissioner Pouloupoulos continued that the Town would also be looking at an additional purchase on top of those costs, as the Town would need to either purchase or lease the rescue vehicle. Chief Keefe added that the time of this purchase is left open-ended so the Town can determine whether they would like to realize those costs up front or upon delivery.

Commissioner Graziano addressed BSO's proposed personnel costs of \$7.2 million, which include a 5% annual escalator. He recalled that the Town had been surprised when BSO had confirmed the current fiscal year's costs, which were significantly higher than what had been paid in the past. Chief Keefe replied that the contract for Fire services would be the same as in law enforcement, pointing out that Florida Retirement System (FRS) rates are not set by BSO but by a state entity and passed along to the City. He added that over time, most BSO contracts come in lower than the 5% escalator, particularly if they are longtime contracts.

Chief Keefe continued that in recent years BSO has had difficulty recruiting Firefighter/paramedics; they currently have 80 to 90 vacancies and it is difficult to recruit and retain Fire Rescue staff.

Commissioner Graziano asked if the leadership of BSO's Fire services is the same as its leadership for law enforcement. Chief Keefe stated that he reports to the Undersheriff, who reports directly to the Sheriff. He added that BSO cannot offer the Town a better or worse rate than what they offer to other municipalities or contracting entities.

Vice Mayor Strauss asked if Chief Gollan had directly inspected the Town's existing public safety facilities. Chief Gollan replied that he has not done this. Vice Mayor Strauss asked

if Fort Lauderdale's proposal might change once this inspection has taken place. Chief Gollan stated that the facility should not result in a staffing variance; the only potential variance from the proposal should be related to the apparatus currently owned by the Town. The facility is separate from the contract and the Town would be solely responsible for it.

Vice Mayor Strauss asked if it could be possible for Fort Lauderdale to serve as service provider for the Town without a facility located in Lauderdale-By-The-Sea. Chief Gollan replied that the Town would ultimately dictate the level of service it wants for the community; should the Town choose to rely on other locations rather than its own facility, this would affect the distance of the response profile, resulting in delays. He emphasized the importance of immediate response to significant incidents, but acknowledged that there may be alternative solutions based on the Town's wishes.

Vice Mayor Strauss asked if the proposal would decrease or increase in cost if there was no facility based in Lauderdale-By-The-Sea. Chief Gollan replied that the cost would not increase, but would depend upon the level of service the Town wanted. If they wanted the existing level of service from a different location, the cost would be the same. He noted, however, that with the call volume existing in the area, Fort Lauderdale would not be able to meet the Town's demands without increasing their own levels of staffing at other facilities. Ultimately, they would still need another apparatus as well as more staffing in order to ensure units are available to respond to calls.

Vice Mayor Strauss concluded that if the Town's facility were taken out of consideration, this would not decrease the costs of what is provided to the Town. Chief Gollan confirmed this, reiterating that the cost burdens associated with the facility are the Town's responsibility and not included in the contract.

Commissioner Pouloupoulos observed that Fort Lauderdale's proposal includes indirect administrative service charges of \$584,000 in year one. He requested clarification of this term. Fort Lauderdale Assistant City Manager Yvette Matthews stated that overhead costs are based on the actual costs required to support the staffing that would be provided at the Town's facility.

Commissioner DeNapoli stated that he had reached out to Pompano Beach Fire Rescue (PBFR), which had indicated the possibility of renewing their contract with the Town if they did not have to serve the area south of Commercial Boulevard. He asked if a bifurcated system is possible in which BSO or Fort Lauderdale would provide service to part of the Town while another provider served another area.

Town Manager Rubach advised that Pompano Beach's City Manager had informed him that PBFR would not submit an application to provide service to Lauderdale-By-The-Sea.

Chief Keefe strongly emphasized that BSO has always participated in mutual aid partnerships and agreements with other service providers and is open to the possibility. He recalled that his own previous communication with PBFR's Chief had seemed to indicate that provider was not interested in continuing to provide service to the Town, but confirmed that he would be willing to listen to proposals from other providers, including BSO as well as PBFR.

Commissioner DeNapoli observed that PBFR currently provides service to Sea Ranch Lakes, but serving the area south of Commercial Boulevard could result in increased response times. He reiterated that a bifurcated approach could result in cost savings for all involved.

Chief Gollan expressed concern with the potential impact of a bifurcated approach on fastest unit response. Closest unit response would mean that Fort Lauderdale's units would be dispatched to the call even if Commercial Boulevard was established as a service cutoff point. It would also mean the Town would not have a dedicated unit located within its boundaries. He recommended additional discussion of levels of service in order to determine cost solutions.

Commissioner DeNapoli addressed termination provisions, noting that BSO's proposal refers to a 12-month period while Fort Lauderdale mentions an 18-month convenience period. He requested additional information on these scenarios. Chief Gollan replied that while Fort Lauderdale's goal would be to move away from a situation if that was deemed necessary, there would be an accompanying challenge related to financials, ranging from apparatus to personnel. Fort Lauderdale Fire Rescue would take on an additional 28 personnel if they enter into a contract with the Town. The 18-month time frame is intended to ensure that these personnel could be absorbed back into Fort Lauderdale's own system.

Commissioner DeNapoli explained that Fort Lauderdale's proposal had referred to termination time frames in three separate sections. Chief Gollan confirmed that the 18-month time frame would be the minimum.

Commissioner DeNapoli continued that the Town currently receives monthly performance reports from PBFR, noting that BSO's proposal refers to annual and semi-annual reports

while Fort Lauderdale's proposal refers to annual and quarterly reports in addition to automated daily run reports if necessary. Both proposals indicate that the providers would send representatives to at least 50% of the Town's Commission meetings.

Chief Gollan explained that one challenge with providing data for brief periods of time is that the data is less accurate and likely to be skewed by outlying events, such as bridge delays or special circumstances. He emphasized that daily feedback can be provided to show where units are responding and to what types of calls, but cautioned against making decisions based on possible outlier events.

Commissioner Graziano commented that he had found PBFR to be an unreliable partner based on their previous actions, and would have expected them to be present at tonight's workshop and/or submit a written proposal if they were interested in participating in another contract with the Town.

Mayor Malkoon asked what type of community engagement and public prevention programs would be included to assist residents and strengthen the overall public safety of the Town. Chief Gollan replied that Fort Lauderdale offers different levels of service, including the following:

- A mobile integrated health team to provide continuity of care to households in order to reduce calls and ensure residents are receiving proper care
- Community Emergency Response Team (CERT) program to assist during emergencies such as hurricanes
- Explorer program to involve young people in public safety
- Stop the Bleed, CPR, and other teaching programs for the community

Chief Keefe explained that BSO and Fort Lauderdale offer very similar community engagement programs, citing a recent community paramedic program, life safety educators, and presences at community events or homeowners' association meetings.

Commissioner Pouloupoulos observed that regardless of the contractor, Fire Rescue services would constitute a major cost for the Town, and the Commission would need to determine how to meet this cost. At present, the Town is paying for PBFR's services at cost, which he estimated at roughly \$3.9 million to \$4 million in the current fiscal year; a change to a new provider would increase this cost to roughly \$6.8 million to \$8.5 million.

Commissioner Pouloupoulos continued that he felt the Vice Mayor's proposal to consider using facilities outside the Town was worth consideration, but cautioned against

sacrificing response times. He also noted that the Commissioners review the activity logs provided by Fire Rescue services.

Commissioner Pouloupoulos continued that the possibility of property tax reform at the state level presents an additional challenge to municipalities paying for public safety services. The necessary funds can be provided either through the Town's millage rate or its Fire assessment. He requested clarification of the pros and cons of increasing either of these two options.

Town Manager Rubach advised that 60% of Fire Rescue costs are provided through the Town's Fire fee, while the remaining 40% for EMS comes from the General Fund. The Town may explore other avenues, such as stormwater fees, to raise additional revenue. The Town currently collects roughly \$14 million in ad valorem tax revenue each year; he concluded that the Town will need to see an increase in revenue to pay for these services.

Commissioner Graziano also expressed concern with how to pay for services going forward in light of potential property tax reform at the state level. He was confident that the Commission will be able to meet this challenge.

Town Manager Rubach further clarified that the Town may not exceed a 60% contribution from the Fire assessment unless a study is done to justify moving a greater percentage toward the millage rate.

Vice Mayor Strauss noted that while Lauderdale-By-The-Sea's residential Fire assessment is a flat fee, its commercial assessment is based on square footage. Town businesses have expressed concern with the potential impacts of a higher Fire assessment. He requested clarification of whether condominiums are considered residential or commercial in terms of the Fire assessment. Town Manager Rubach replied that condominiums are residential, further clarifying that the Town does not provide additional categories for businesses under its Fire assessment.

Vice Mayor Strauss also asked for information regarding the percentage of the Town's Fire assessment that goes toward condominiums or businesses. He wished to provide some assistance for businesses when future assessments are expanded by the Town, such as reducing square footage for businesses that do not typically make the majority of Fire Rescue calls from the Town. He concluded that in the past, the Town kept its millage rate low as a means of demonstrating steady fiscal responsibility; however, the time may be approaching when they need to increase this rate to pay for necessary services.

Commissioner DeNapoli emphasized the importance of bringing forward different ideas on how to pay for services while acting as responsible stewards of taxpayer money. He proposed the following options regarding public safety:

- Negotiate with PBFR for bifurcated service north of Commercial Boulevard, with another provider responsible for the area south of Commercial Boulevard
- Select Fort Lauderdale as a provider
- Select BSO as a provider
- Develop Fire Control Districts, which are effectively regional Fire Departments with elected Fire Commissioners
- Develop a Fire Department for the Town

Commissioner DeNapoli noted that it is possible either Fort Lauderdale or BSO may be willing to negotiate for a bifurcated contract. He recommended discussing the options in detail to determine what is best in terms of both safety and pricing.

Vice Mayor Strauss recalled that many residents have asked why the Town has not considered reinstating its own Volunteer Fire Department (VFD). He requested additional information on this option. Town Manager Rubach recalled that the Town's previous VFD served as a vendor for the Town. If the Town were to create its own Fire Department, they would need to include all the administrative costs reflected in Fort Lauderdale's and BSO's proposals as well as firefighting personnel, additional personnel and backup equipment, and new human resources staff to accommodate a larger Town Staff. Union, pension, and insurance costs would also need to be considered. He concluded that he was not certain this option would be beneficial for a community of the Town's size, and the costs that the Town would share with providers such as Fort Lauderdale and BSO would have to be borne by the Town alone if they proceed with a VFD.

Commissioner Graziano addressed the possibility of breaking the Town's Fire assessment into separate categories for residential properties, commercial businesses, and condominiums. He asked if Staff could provide estimated figures for this option. Town Manager Rubach replied that Staff is currently looking at other communities' Fire assessments; he was not aware of whether or not the Town could proceed with that reorganization, and would need to reach out to consultants for additional information.

Town Attorney Susan Trevarthen also advised that Staff would need to speak with consultants to validate whether or not this may be an appropriate change.

Town Manager Rubach recalled that the original timeline of the Town's contract with PBFR was for 24 months before the cancellation clause was invoked. Town Attorney

Trevarthen characterized this as having “at least 24 months” before the Commission needs to make a decision on a future contract.

Commissioner Poulopoulos stated that he would like to see a comparison of raising Fire assessment rates and raising millage rates at a future meeting. This would provide the Commissioners with a more realistic appreciation of what they would need to discuss during budget and millage rate discussions for FY 2026-2027.

Commissioner DeNapoli requested estimated costs for the development of a Town Fire Department so the public can see and discuss these comparisons, adding that it may be possible to compile estimates for bifurcated service or Fire Control Districts as well.

The Mayor and Commissioners thanked all who participated in tonight’s discussion. Mayor Malkoon deferred the beginning of tonight’s Commission meeting until 7 p.m.

5. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 6:23 p.m.

Mayor Edmund Malkoon

ATTEST:

Courtney Easley, Acting Town Clerk

Date



Agenda Item No: 11.a.

Town Commission Agenda Item Report

Meeting Date: March 10, 2026

Submitted By: Katie Anderson, Events & Marketing Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: CONSENT AGENDA

Subject Title: Special Event Application: Spring Beach Baptism 05.16.26

Explanation: Pastor Tim Gray with the Community Christian Church ("the Applicant") has submitted a Special Event Application (**Exhibit 1**) for their Spring Beach Baptism (the "Event") which is scheduled to take place on Saturday, May 16, 2026. The Event takes place on the beach East of El Prado Park.

This is a long-standing community event, with one Baptism taking place in the Spring and one in the Fall.

SPRING BEACH BAPTISM SATURDAY, MAY 16, 2026	
Start of Setup:	7:00 AM
Event Start:	8:00 AM
Event Ends:	10:30 AM
Cleanup Concludes:	11:00 AM

Approximately 80 participants are expected with 40 spectators and 30 volunteers.

The Application includes the following requests:

1. Event setup to include one (1) 10' x 10' canopy, one (1) 8' x 8' canopy, and four (4) 6' folding tables.
2. Placement of two (2) A-frame directional signs in and near El Prado Park during the time of the Event.
3. Camera equipment may be used to film the Baptism.
4. A small amplified sound system is intended to be used during the Baptism portion of the Event.

The Applicant has paid the \$125 application fee.

Recommendation: Staff recommends approval of the Special Event Application with the conditions outlined in the Event Permit (**Exhibit 2**).

Exhibits:

1. Sp. Event App. Spring Beach Baptism 2026
2. LBTS Permit_SpringBeachBaptism_05.16.26



SPECIAL EVENT APPLICATION

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

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

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

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

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

An application is considered complete when:

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

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

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

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

We look forward to assisting you!

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

01/29/2026 TOWN OF LAUDERDALE BY THE SEA

Date	Type	Reference	Original Amount	Balance Due	Payment
01/20/2026	Bill	012026	125.00	125.00	125.00
		Check Amount			125.00



SPECIAL EVENT APPLICATION

EVENT DETAILS

Name of Event: Community Christian Church - Beach Baptism

New Event: _____ Returning Event: ☒

Day(s) + Date(s) of Event: Saturday, May 16, 2026

Proposed Location of Event: 4500 El Mar Drive

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

Participants: 80 Spectators: 40 Volunteers: 30

ACTIVITY	DAY	TIME
Start of Setup:	<u>7:00 5/16/26</u>	<u>7:00 AM</u>
Start Time of Event:	<u>5/16/26</u>	<u>8:00 AM</u>
EVENT	<u>5/16/26</u>	<u>8:00 AM</u>
End Time of Event:	<u>5/16/26</u>	<u>10:30 AM</u>
Cleanup Completed By:	<u>5/16/26</u>	<u>11:00 AM</u>

HOST OR SPONSORING ORGANIZATION

Name: Tim Gray / Community Christian Church

Address: 10001 W. Commercial Blvd Tamarac FL 33351

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

PERSON SUBMITTING APPLICATION ("Responsible Party")

Name: Donna James

Address: 10001 W. Commercial Blvd Tamarac, FL 33351

Phone: 904-505-1515

Email: djames@communitycc.com

ON-SITE EVENT REPRESENTATIVE

☐ Same as above

Name: Tim Gray

Address: (same)

Phone: 954-724-7400

Email: tgray@communitycc.com

REQUEST FOR TOWN INVOLVEMENT

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

☐ YES ☒ NO

If yes, please describe: _____

SOUND SYSTEMS

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

Do you plan to use amplified sound?

☒ Proposed amplified sound / speaker system

☐ Proposed live music

☐ Planned recorded music

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

If yes, which? _____

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

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

Tents: _____

Canopies: 2

Stages: _____

Bleachers: _____

Size & Load Max: _____

UTILITIES

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

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

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

_____ YES ✓ NO

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

_____ Electrical Power: _____

_____ Water: _____

_____ Gas, Propane, BBQ Grills, Generators: _____

_____ Fuel Storage: _____

SIGNAGE

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

Are you requesting permission to erect signage for this event?

_____ YES ☒ NO

If yes, please describe: _____

RESTROOMS

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

Number of additional Town restrooms being provided: _____
(Please include on site plan)

TRAFFIC CONTROL / STREET CLOSURES

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

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

_____ YES ☒ NO

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

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

_____ YES ☒ NO

If yes, please indicate which and how many spaces are being requested:
All parking fees are to be paid at least 30 days prior to the event.

VEHICLES

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

_____ YES ☒ NO

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

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

OFF DUTY POLICE / CODE COMPLIANCE OFFICERS

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

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

_____ YES ☒ NO

Do you anticipate needing code compliance officers for your event?

_____ YES ☒ NO

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

Please note beverage stations on site map.

_____ YES ☒ NO

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

_____ YES _____ NO

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

FEES

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

_____ YES ☒ NO

If yes, please describe: _____

CONCESSIONS

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

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

_____ YES _____ NO

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

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

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

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

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

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

SALE OF MERCHANDISE

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

_____ YES ☒ 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: _____ 

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: _____

A stylized, handwritten signature in black ink, consisting of a large, flowing 'S' shape with a loop at the end.

INSURANCE

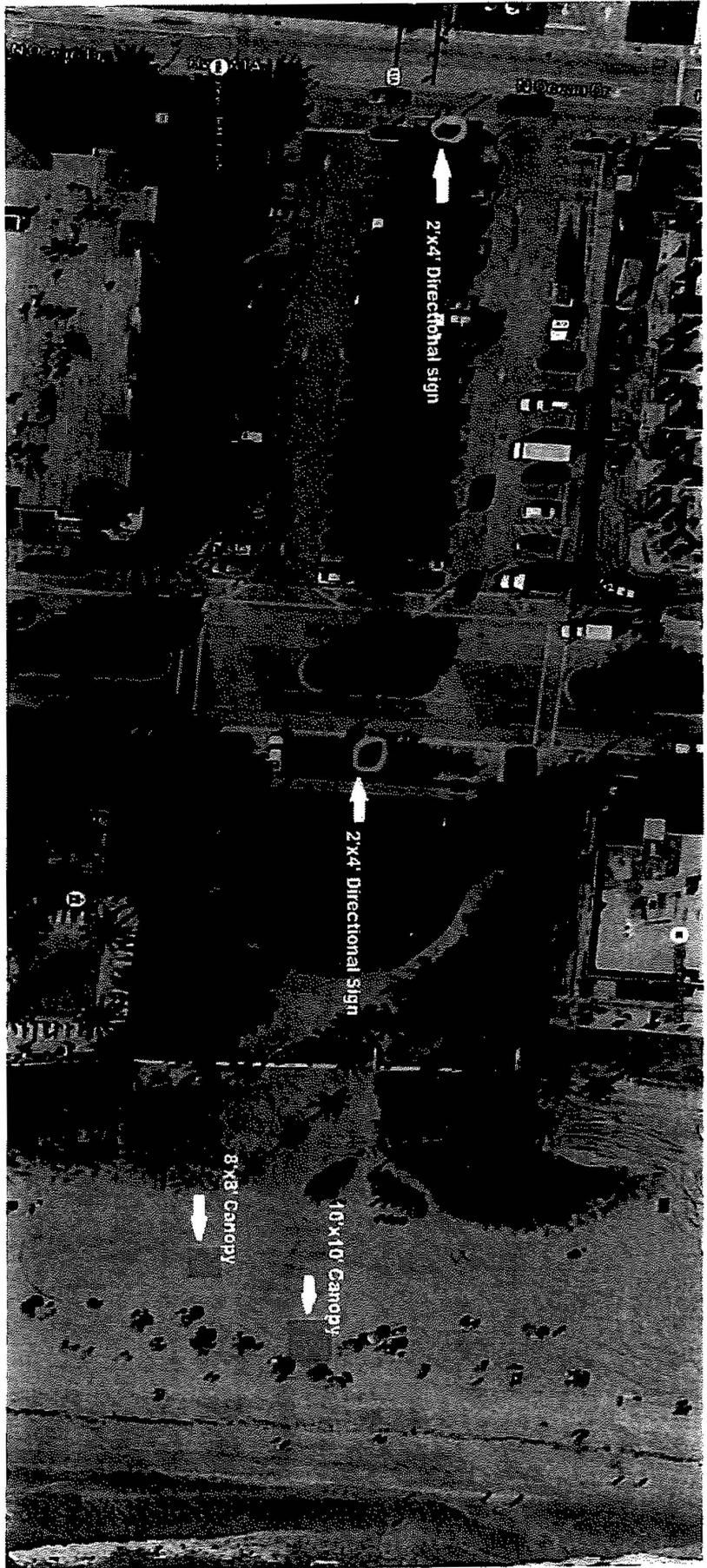
Insurance requirements differ depending on the type of event and if alcohol is served.

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.

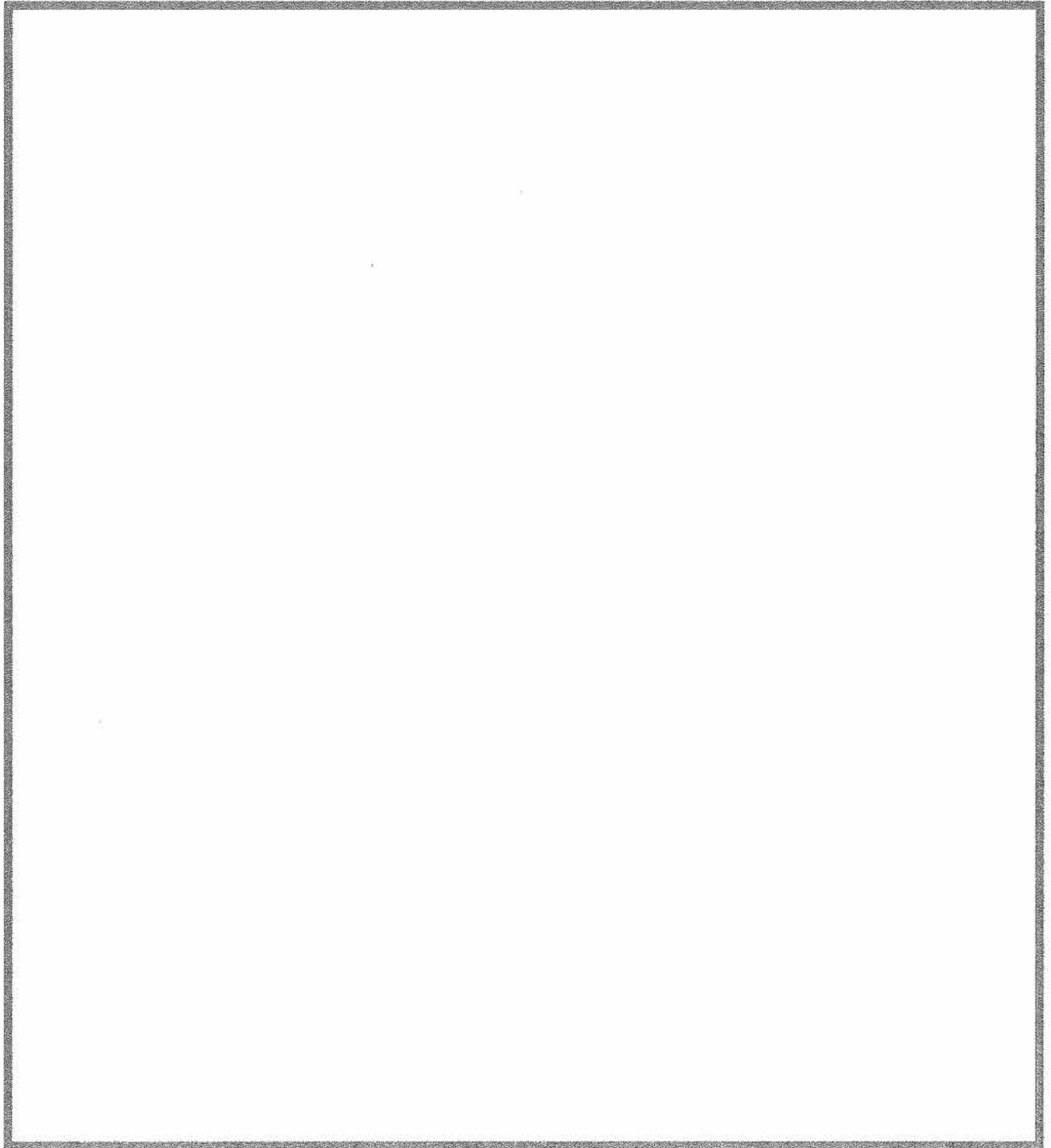
An approved form of a Certificate of Liability Insurance may be required with your Application for approval by the Town Commission and / or shall be provided to the Town at least 30 days prior to the event date.

El Prado Park Site Map



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: <u>1/22/20</u>	Date: _____
Applicant (Print information below)	Property Owner (Print information below)
Name: <u>Tim Gray</u>	Name: _____
Title: <u>Adult Minister</u>	Title: _____
Organization: <u>Community Christian Church</u>	Organization: _____
Telephone: <u>954-724-7400</u>	Telephone: _____
Email: <u>tggray@communitycc.com</u>	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

1/22/26
Date

Tim Gray
Applicant's Printed Name

904-449-0981
Telephone

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

DEPARTMENT OF THE TREASURY

Date: **OCT 24 2019**

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

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

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

Dear Applicant:

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

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

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

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

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

Letter 947

COMMUNITY CHRISTIAN CHURCH OF FORT

Sincerely,

Stephen A. Mott

Director, Exempt Organizations
Rulings and Agreements

Letter 947



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

PERMIT HOLDER INFORMATION

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

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Ceremony	DATE(S) OF EVENT: RAIN BACKUP DATE:	Saturday, May 16, 2026
HOUR(S) OF EVENT:	7:00 AM – 11:00 AM	ADDRESS / LOCATION OF EVENT:	4500 El Mar Drive, Lauderdale-By-The-Sea, FL 33308

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

Spring beach baptism ceremony. Approximately 80 participants are expected.

SATURDAY, MAY 16, 2026	
Start of Set Up:	7:00 AM
Start Time of Event:	8:00 AM
End Time of Event:	10:30 AM
Start of Cleanup:	10:30 AM
Cleanup Completed By:	11:00 AM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on March 10, 2026 with the following conditions:

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



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

3. Road Closures, Lane Closures, and Parking Spaces:
 - a. The Event may unload along El Mar Drive between 7:00 a.m. and 8:30 a.m. and load from 10:30 a.m. to 11:00 a.m.
 - b. Parking will operate according to normal parking regulations.
4. Setup:
 - a. One 10' x 10' canopy, as well as one 8' x 8' canopy are planned to be utilized for the event.
 - b. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.
 - c. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - d. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
5. Broward Sheriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
6. Signage
 - a. On the morning of the Event, the Permit Holder may place two (2) A-frame directional signs in and / or near El Prado Park. The location of the signage is subject to the approval of Town Staff and BSO.
7. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
 - a. A small, amplified sound system is permitted for use during the Event.
8. The Permit Holder shall provide the notice and distribution map to the Town for review by April 17, 2026. Once approved by the Town Manager, this notice will be distributed by the Permit Holder to any impacted properties in the area no later than May 8, 2026.
9. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 9:00 a.m. the day of the Event.
10. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
11. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.



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

12. Insurance:

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

13. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements 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.

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

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



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

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

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

DOCUMENTS AND PERMITS REQUIRED

Insurance Provided.

SIGNATURES REQUIRED

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

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

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



Agenda Item No: 12.a.

Town Commission Agenda Item Report

Meeting Date: March 10, 2026

Submitted By: Susan Trevarthen, Town Attorney

Submitting Department: Legal

Item Type: Action Item

Agenda Section: OLD BUSINESS

Subject Title: Charter Review Board Recommendations and Commission Discussion

Explanation: The Report of the 2025 Town of Lauderdale-By-The-Sea Charter Review Board (the "Board"), was submitted pursuant to Resolution No. 2024-17, and discussed at the February 24 Commission meeting. Following deliberation, the Commission voted to move forward with certain amendments recommended by the Board, requested the opportunity for further deliberation on other items, and also proposed additional amendments for further review and consideration. The draft ordinance for the Town Commission to authorize the placement of these changes on the ballot has been updated to reflect the discussion and direction of the Commission at the last meeting, and is attached as Exhibit "A."

A summary of the current status of the proposed amendments, including the Commission's discussion on February 24, is provided below.

1. **Minimum Residency:** The Town Commission decided not to propose that the voters extend the minimum residency of candidates for Mayor-Commissioner and Town Commissioner from 6 months to a year.

In the discussion, the Mayor noted that there are inconsistencies between Sections 3.3 and 6.3(1)/6.4 regarding the requirement. Both articles purport to establish qualification requirements. The issues are: (a) Section 3.3 measures the timeframe from qualification for election, while Sections 6.3(1) and 6.4 measures the timeframe from the date of election; and (b) Section 3.3 refers to the requirement inconsistently as establishing a domicile or establishing residency while Sections 6.3(1) and 6.4 refers to the requirement as establishing residency.

The Town Commission requested further discussion on these details related to the residency requirement in Section 3.3 and in Article VI.

2. **Timeframes for Town Clerk to Certify Petitions:** The Town Commission sought to clarify the reasoning and effect of the proposed changes to Section 4.4, and requested that this be brought back for further discussion.

Article IV of the Town Charter, specifically Section 4.1, establishes the initiative and referendum process. Under this section, registered voters may propose ordinances, and if the Commission does not adopt them without change, the voters may approve or reject them by referendum. Voters may also require reconsideration of adopted ordinances, and if the Commission does not act, the ordinance may be amended or repealed by referendum. Section 4.4 currently sets tight timeframes for petition certification under this process. Following discussion of the difficulty of meeting tight timeframes, the Charter Review Board endorsed a change to Section 4.4 of the Town Charter to extend the certification periods for citizen-initiated petitions to adopt, amend, or repeal an ordinance. The current 20-day period for the initial certification of initiative petitions was proposed to be expanded to 30 calendar days, and the 5-day period for the certification of repeal or amendment petitions was proposed to be expanded to 10 business days. The Board also endorsed timeframes of 14 days or longer being measured in calendar days, and timeframes of 13 or fewer days being measured in business days. The intent of these proposals is to provide a reasonable margin for unanticipated delays and help ensure that petition certifications are completed reliably.

3. **Deadline for Town Audit.** The Town Commission agreed with the Board to propose that the voters extend the audit deadline in Section 5.5(10) from six to nine months after the end of the fiscal year, to align with the requirements of state law.

4. **Mayoral Terms and Term Limits.** The Board recommended that the voters be asked to amend Section 6.1(1) of the Town Charter to establish two four-year terms for the Mayor. The Town Commission requested that this item be brought back for further consideration, with the number of terms being determined by the decision on the length of the term (e.g., either three 2-year terms as is now in place, or two 4-year terms).

Options for review of the mayoral term of office include maintaining the Charter in its current form, the Board's current proposed language, and a proposal submitted by Commissioner DeNapoli:

- a. *Current Charter:* Beginning with the regular election to be held on the second Tuesday in the month of March, 2008, and every two (2) years thereafter, a Mayor-Commissioner shall be elected for a term of two (2) years until his successor is elected and qualifies.
- b. *Board Recommendation:* Beginning with the regular election to be held in November 2026, and in every regular election thereafter, a Mayor-Commissioner shall be elected for a term of four (4) years and shall serve until a successor is elected and qualifies.
- c. *DeNapoli Recommendation:* Beginning with the regular election to be held in November 2028, and in every regular election thereafter, a Mayor-Commissioner shall be elected for a term of four (4) years and shall serve until a successor is elected and qualifies. For the purposes of calculating eligibility under this section, any individual who has served as Mayor immediately prior to November 2028 shall be deemed to have served one (1) term under this section.

The Commission may wish to discuss other options for mayoral terms as well.

A related concern was raised by the Commission regarding the transition from 2-year to 4-year terms, as it interrelates with the overall 14-year term limit in Section 6.3(6). As noted by the

Vice Mayor, the 2024 change to the Charter already accounts for the additional months of the current terms of the affected Commissioners and the Mayor in the new language of Section 6.1(4): “The terms of office of the Mayor who was elected in 2024 and of the Seat 1 and Seat 2 Town Commissioners who were elected in the municipal general election of March 2022 shall expire when their successors are sworn in after the general election in November of 2026.” However, this language is silent on the 14-year limit. As the Commission discussed, language can be developed to address this concern. Commissioner DeNapoli also handed out the following language for further discussion:

NEW Section . Election Date Alignment; Service Credit Clarification

Notwithstanding any other provision of this Charter, the extension or adjustment of any elected official’s term of office resulting from the Town’s change of municipal election dates from March to November in 2024 shall be deemed solely for the purpose of aligning the Town’s election cycle.

Any additional months served as a result of such alignment shall not:

- (a) be considered a separate term;
- (b) be deemed to constitute the commencement of a new term;
- (c) be counted for purposes of calculating term limits; or
- (d) require or trigger a special election.

Service during such alignment period shall be treated as part of the originally elected term.

5. **District Boundaries**: The Commission decided not to propose that the voters eliminate the northern and southern districts and the related requirements for the Town Commissioners to reside in districts, as recommended by the Board. The Board's tentative alternative recommendation had been to amend Section 6.1, along with related language in Section 3.3, to remove provisions concerning the establishment and adjustment of district boundaries, and instead define the boundary between the northern and southern districts in its current location. The Commission endorsed this alternative recommendation.

6. **Incorporate State Election Law**: The Commission agreed with the Board recommendation to propose that the voters amend Section 6.4 to incorporate state election law.

7. **Revise Notice Requirement to Match Current Law**: The Commission agreed with the Board recommendation to propose that the voters amend Section 6.7 to allow for online notices in alignment with current Town practice pursuant to revised state laws.

8. **Charter Cleanup**: The Commission agreed to ask voters to approve cleanup of statutory references, scrivener's errors, and other technical issues with the document.

Recommendation: Commission discussion of the remaining open issues with the Board's recommendations, and of any other issues or proposals the Commission wishes to consider at this time.

Exhibits:

1. Ordinance - Amending Town Charter (2026) with 2.24.26 motion comments and changes 3.5.26

1 **DRAFT 3.5.26**

2
3 **ORDINANCE NO. 2026-**

4
5 **AN ORDINANCE OF THE TOWN COMMISSION OF THE**
6 **TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,**
7 **PROVIDING FOR THE SUBMISSION TO THE ELECTORS**
8 **OF PROPOSED AMENDMENTS TO THE TOWN**
9 **CHARTER, PURSUANT TO SECTION 166.031, FLORIDA**
10 **STATUTES, CONCERNING AMENDMENTS TO CHANGE**
11 **THE TOWN'S [INSERT CHANGES]; CALLING A SPECIAL**
12 **ELECTION ON THE PROPOSED CHARTER**
13 **AMENDMENTS TO BE HELD ON TUESDAY, THE 3RD**
14 **DAY OF NOVEMBER 2026, IN CONJUNCTION WITH THE**
15 **GENERAL ELECTION BEING HELD ON SAID DATE;**
16 **PROVIDING FOR VOTING AT THE POLLS; PROVIDING**
17 **FOR NOTICE OF ELECTION; PROVIDING FOR**
18 **REQUISITE BALLOT LANGUAGE; PROVIDING FOR**
19 **INCLUSION IN THE CHARTER, SEVERABILITY AND**
20 **FOR AN EFFECTIVE DATE.**

21
22 **WHEREAS,** Section 166.031, Florida Statutes, authorizes a municipality to amend its
23 charter by an ordinance submitting proposed amendments to the electors for approval at an
24 election; and

25 **WHEREAS,** the Town Commission of the Town of Lauderdale-By-The-Sea (the "Town")
26 adopted Resolution No. 2024-17 establishing the 2025 Town of Lauderdale-By-The-Sea Charter
27 Review Board (the "Board") for the purpose of reviewing the Town Charter and determining
28 whether revisions should be recommended to the Town Commission for submission to the electors;
29 and

30 **WHEREAS,** at its final public meeting held on July 1, 2025, the Board identified and
31 recommended proposed Charter revisions for consideration by the Town Commission and
32 potential submission to the Town electors; and

33 **WHEREAS,** at meetings in December 2025 and February 2026, the Town Commission
34 evaluated the Board's recommendations; and

35 WHEREAS, pursuant to Section 166.031, Florida Statutes, the Town Commission of the
36 Town has determined to submit to the electors of the Town for approval or rejection the
37 amendments to the Town Charter (the "Charter Amendments") that are set forth herein to change
38 [INSERT CHANGES].

39 NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COMMISSION
40 OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:

41 **Section 1. Recitals Adopted.** Each of the above stated recitals is hereby adopted and
42 confirmed.

43 **Section 2. Charter Amendments.** Pursuant to Section 166.031, Florida Statutes, and
44 subject to the approval of the electors as described in Section 8 below, the Town Charter is hereby
45 amended as follows:¹

46 * * *

47 **ARTICLE III. ADMINISTRATION AND LEGISLATION**

48 * * *

49 **Sec. 3.3. Qualifications of members.**

50 Only qualified electors who have resided in the Town of Lauderdale-By-The-Sea for at least
51 six (6) months immediately prior to qualifying for office and who shall have attained the age of
52 eighteen (18) years of age on or before the date the candidate files and qualifies in accordance with
53 this Charter as a candidate for office, shall be eligible to hold the office of Commissioner.

54 Each Commissioner and candidate for Commissioner shall be elected from the election
55 district in which he or she is domiciled for at least six (6) months immediately prior to qualifying
56 for such office by the greatest number of votes of all registered electors residing within the Town.
57 Once elected, a Commissioner from an election district shall remain a domiciliary of the election
58 district during his or her term of office. Any Commissioner who shall cease to possess the
59 qualifications required herein shall forthwith forfeit his or her office, except a Commissioner

¹ Proposed additions to existing Town Charter text are indicated by underline; proposed deletions from existing Town Charter text are indicated by strikethrough and highlighted in yellow. Changes from first reading are indicated by double underline and double strikethrough, and highlighted in yellow.

Commented [ST1]: 2.24.26 motion - consensus to retain the six month residency requirement

Commented [ST2]: 2.24.26 - Mayor's inquiry re measurement of timeframe - compare Sections 6.3(1) and 6.4, which use "immediately preceding the date of election," and line 55 of this section, which also uses "immediately prior to qualifying." Determine which measurement to use.

Commented [st3R2]: Also need to straighten out domicile vs residence - see turquoise highlights.

Commented [ST4]: 2.24.26 motion - consensus to retain the six month residency requirement

holding office will not have his/her term cut short by the establishment of or subsequent change of district boundary lines.

* * *

ARTICLE IV. INITIATIVE AND REFERENDUM

* * *

Sec. 4.4. Filing procedure.

(1) *Certificate of Clerk; amendment.* Within ~~20~~ **thirty (30) calendar** days after an initiative petition is filed or within ~~five- ten (10) business~~ days after a petition for repeal or amendment of an ordinance is filed, the Clerk shall complete a certificate as to its sufficiency (the "Certificate"). Grounds for insufficiency are only those specified in Sec. 4.3 of this Article. If insufficient, the Certificate shall specify the particulars of the deficiency. A copy of the Certificate shall be promptly sent to the petitioners' committee by hand delivery or registered mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the Clerk within two business days after receiving the copy of the Certificate and files a supplementary petition upon additional papers within fourteen (14) calendar days after receiving the copy of the Certificate. Such supplementary petition shall comply with the requirements of Sec. 4.3 of this Article. Within five business days after a supplementary petition is filed, the Clerk shall complete a Certificate as to the sufficiency of the petition, as amended, and shall promptly send a copy of such Certificate to the petitioners' committee by registered mail or hand delivery as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request Commission review under subsection (2) of this Section 4.4 within the time required, the Clerk shall promptly present the Certificate to the Commission and such Certificate shall then be a final determination as to the sufficiency of the petition.

* * *

Sec. 4.5. Action on petitions.

(1) *Action by Town Commission.* When an initiative petition or a petition for the repeal or amendment of an existing ordinance has been finally determined to be sufficient, the Town Commission shall promptly consider or reconsider the ordinance. Whether or not the Commission approves at first reading an initiated ordinance, or the repeal or amendment, as proposed, of a referred ordinance, the Commission shall proceed to a second reading at its next scheduled meeting, and shall otherwise comply with all requirements under Sec. 166.041 F. S. for public notice and public hearings prior to the adoption of an ordinance. If the Commission fails to adopt a proposed initiative ordinance without any change in substance within forty-five (45) calendar days, or fails to repeal or amend a referred ordinance in

Commented [ST5]: 2.24.26 motion - direction to return for a second review of this issue

98 accordance with the initiative petition within thirty (30) calendar days, it shall submit the
99 proposed or referred ordinance to the registered voters of the Town by referendum vote at an
100 election. The referendum vote by registered Town voters shall constitute an "additional
101 requirement for the enactment of ordinances" as specified in paragraph (6) of Section 166.041
102 F.S., in lieu of and as a greater, increased requirement than the affirmative majority vote of
103 the governing body referred to in paragraph (4) of Sec. 166.041 F. S. If the Commission fails
104 to act on a proposed initiative ordinance or a referred ordinance within the time period
105 specified in this paragraph, the Commission shall be deemed to have failed to adopt the
106 proposed initiative ordinance or failed to repeal or amend the referred ordinance on the last
107 day that the Commission was authorized to act on such matter. In that event, the Commission
108 shall nevertheless comply with the public notice and public hearing requirements of Sec.
109 166.04 F.S. relative to the ordinance in question.

Commented [ST6]: 2.24.26 motion - consensus for cleanup re
statutory reference

110 * * *
111

112 ARTICLE V. TOWN OFFICERS AND EMPLOYEES

113 Sec. 5.5. Town Manager—Powers and duties.

114 The Town Manager shall be responsible to the Town Commission for the proper
115 administration of all affairs of the Town coming under the Town Manager's jurisdiction, and the
116 Town Manager's powers are and they shall be:

117 * * *

- 118 (10) To prepare and submit to the Town Commission an annual financial audit of its accounts
119 and records, completed no later than six (6) nine (9) months after the end of its fiscal
120 year by an independent certified public accountant retained by the Town Commission
121 and paid from its public funds.

Commented [ST7]: 2.24.26 motion - consensus to change audit
deadline

122 * * *

123 ARTICLE VI. ELECTIONS

124 Sec. 6.1. Mayor-Commissioner and Commissioners; term of office; election; transition.

- 125 (1) Beginning with the regular election to be held on the second Tuesday in the month of
126 March, 2008, and every two (2) years thereafter, a Mayor-Commissioner shall be elected
127 for a term of two (2) years until his successor is elected and qualifies. Beginning with
128 the regular election to be held in November 2026, and in every regular election thereafter,
129 a Mayor-Commissioner shall be elected for a term of four (4) years and shall serve until
130 a successor is elected and qualifies.

Commented [ST8]: 2.24.26 motion - consensus for further
discussion of 4 year mayoral term, including time at which it
becomes effective. See agenda memo discussion of options.

- 131 (2) Commencing with the regular election of the Town held in March, 2006, and continuing
132 with successive elections at intervals of four years, candidates may qualify for the offices

of Town Commissioner Seat 1 and Town Commissioner Seat 2, each elected at large. Town Commission Seat 1 and Town Commission Seat 2 shall replace the two Commission seats vacated by the expiration of the term of the two Commissioners in March, 2006. The candidate for Seat 1 shall reside in the north district of the Town. The candidate for Seat 2 shall reside in the south district of the Town. The candidates receiving the most votes for each seat shall be elected, and shall serve a term of four (4) years.

- (3) Commencing with the regular election of the Town held in March, 2008, and continuing with successive elections at intervals of four years, candidates may qualify for the offices of Town Commission Seat 3 and Town Commissioner Seat 4. Town Commission Seat 3 and Town Commission Seat 4 shall replace the two Commission seats vacated by the expiration of the term of two Commissioners in March of 2008. The candidate for Seat 3 shall reside in the north district of the Town. The candidate for Seat 4 shall reside in the south district of the Town. The candidates receiving the most votes for each seat shall be elected, and shall serve a term of four years.

* * *

- ~~(5) The geographic boundary for the northern and southern districts shall be designated, prepared and identified no later than the first of September, 2004, and again in 2012 through a contract entered into by the Town with an accredited four (4) year college or university located within the state of Florida for the purpose of identifying and designating the northern and southern election districts within the Town. The Town Commission district boundaries shall be of equal population, compact, proportional, and logically related to the natural internal boundaries of the neighborhoods within the Town. The principle of nondiscrimination and one person/one vote shall be adhered to strictly.~~

Commented [ST9]: 2.24.26 motion - Consensus to retain the district boundaries, but revise the language so that the current boundary is the permanent boundary

- ~~(6) In the event no candidate qualifies for election for any designated Town Commission seat within the first ten (10) calendar days of the qualifying period, then any qualified person who resides anywhere in the Town may qualify for such seat. Thereafter, if no person qualifies for such seat, a vacancy shall be declared and filled in accordance with this Charter.~~

- ~~(7) The Town Commission shall adopted by Ordinance the creation and establishment of the boundaries of the initial northern and southern Town Commission seat districts, no later than January 1, 2005. The Ordinance shall provide for the implementation of said election districts to be effective for the elections to be held in the Town commencing in March, 2006. The boundaries of these districts remain unchanged, and follow the jurisdictional boundaries of the Town. The northern district is separated from the southern district by the portion of the Village of Sea Ranch Lakes that borders on the Atlantic Ocean.~~

Commented [ST10]: 2.24.26 motion - Consensus to retain the district boundaries, but revise the language so that the current boundary is the permanent boundary

* * *

172 **Sec. 6.3. Qualifications of members of Town Commission.**

173 (1) To be eligible to hold the office of Mayor-Commissioner or Commissioner of the Town of
174 Lauderdale-By-The-Sea, or to qualify for candidacy for Mayor-Commissioner or
175 Commissioner, the individual shall be a bona fide resident and citizen of the Town of
176 Lauderdale-By-The-Sea, shall have **resided** in the said town for the **six (6) months**
177 **immediately preceding the date of election**, shall be a registered voter pursuant to Florida law,
178 and shall be otherwise qualified as provided for in the Charter.

Commented [ST11]: 2.24.26 motion - consensus to retain 6 months residency requirement

179 (2) No person may be a candidate for Commissioner, nor may be appointed to fill a vacancy as a
180 Commissioner, if that person has served during both of the two preceding consecutive
181 Commission terms for that seat as a Commissioner, or a Mayor-Commissioner or both,
182 without a two year break in service.

Commented [ST12]: 2.24.26 - Mayor's inquiry re measurement of timeframe - compare Section 6.4 form, which is identical, and Section 3.3, which uses "immediately prior to qualifying." Determine which measurement to use.

183 (3) No person may be a candidate for Mayor-Commissioner, nor may be appointed to fill a
184 vacancy as the Mayor-Commissioner, if that person has served during **each of the threetwo**
185 preceding consecutive Mayor-Commissioner terms as a Mayor-Commissioner.

Commented [ST13]: 2.24.26 motion - consensus for further discussion of 4 year mayoral term, which interacts with number of terms

186 * * *

187 (6) No person may be a candidate for Mayor-Commissioner or Town Commissioner, nor may be
188 appointed to fill a vacancy as the Mayor-Commissioner or Town Commissioner, if that person
189 has consecutively served **fourteen (14) sixteen (16) years** in any combination of offices
190 without a two year break in service.

Commented [ST14]: 2.24.26 motion - consensus for further discussion of 4 year mayoral term, which interacts with the maximum number of years

191 **Sec. 6.4. Qualifications of candidates; notice of candidacy; payment of fee.**

192 Any individual who possesses the qualifications as provided in this Charter, may be a
193 candidate for the office of Mayor-Commissioner or Commissioner by filing a verified notice of
194 candidacy for Town Commission with the Town Clerk. Such notice shall be in the following form:

195 **NOTICE OF CANDIDACY FOR TOWN COMMISSIONER OR MAYOR-COMMISSIONER**

196 I, _____ (Name of Candidate) _____, residing at _____ (Residence Address
197 of Candidate) _____, Lauderdale-By-The-Sea, Broward County, Florida, do hereby
198 give notice of my candidacy for the office of Town Commissioner/Mayor-Commissioner
199 of the Town of Lauderdale-By-The-Sea, Florida, in the forthcoming election to be held
200 in said Town on _____ (Date of Primary) _____. I do further state that I am a citizen
201 of the United States of America, and a resident of the Town of Lauderdale-By-The-Sea;
202 that I have **resided** in the Town of Lauderdale-By-The-Sea for the **six (6) twelve (12)**
203 **months immediately preceding the date of the election** to be held; and that I have fully
204 satisfied all conditions precedent to such candidacy, pursuant to the provisions of the
205 laws of the State of Florida and the Town Charter.

Commented [ST15]: 2.24.26 motion - consensus to retain 6 months residency requirement

Commented [ST16]: 2.24.26 - Mayor's inquiry re measurement of timeframe - compare Section 6.3(1), which is identical, and Section 3.3, which uses "immediately prior to qualifying." Determine which measurement to use.

206 _____
207 (Candidate's Signature)

STATE OF FLORIDA
COUNTY OF BROWARD

Before me, the undersigned authority, this day personally appeared _____ (Name of Candidate) _____ who, upon being duly sworn, deposed and said: that he/she is the candidate referred to in the foregoing Notice; that he/she is familiar with the contents of said Notice, and that the facts and matters therein stated are true; and that he/she did sign said Notice for the purpose therein specified.

(Candidate)

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

Notary Public, State of Florida

My commission expires: _____

The individual who files the notice as prescribed, and who pays the qualifying fee as prescribed, if otherwise found to be qualified, shall be entitled to have his/her name printed upon the official ballot at such town election. All general laws of the state relating to municipal elections, as amended from time to time, are adopted and shall govern elections for the Town.

* * *

Sec. 6.7. Forfeiture hearing and process.

A member of the Town Commission charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in one or more newspapers of general circulation in the Town at least thirty days before the scheduled hearing in accordance with F.S. ch. 50, or any other method of publication expressly authorized by Florida law and consistent with the Town Charter, or any other applicable authority. The Town Commission shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a Commissioner's or Mayor-Commissioner's office, including whether or not good cause for absence has been, or may be, established. The Commissioner in question shall have the burden of establishing good cause for absence; provided, however, that any Commissioner may at any time during any duly held meeting move to establish good cause for his or her absence or the absence of any other Commissioner, from any past, present, or future meeting(s), which motion, if carried, shall be conclusive. A Commissioner whose qualifications are in question, or who is otherwise subject to forfeiture of his/her office, shall not vote on any such matters. Any final determination by the Town Commission that a Commissioner or the Mayor-Commissioner has forfeited his or her office shall be made by resolution approved by a unanimous vote of the remaining members of the Town Commission. All votes and other acts

Commented [ST17]: 2.24.26 motion - consensus on adopting state laws

Commented [ST18]: 2.24.26 motion - consensus on changes to notice

244 of the Commissioner in question prior to the effective date of such resolution shall be valid
245 regardless of the grounds of forfeiture.

246 * * *

247 **Section 3. Election Called.** A special election is hereby called for Tuesday, November 3,
248 2026, in conjunction with the general election being held on said date, to present to the qualified
249 electors of the Town the ballot questions provided in Section 4 of this Ordinance.

250 **Section 4. Form of Ballot.** The form of ballot for the Charter Amendments provided for in
251 Section 2 of this Ordinance shall be substantially as follows:

252 ~~EXTEND CANDIDATE RESIDENCY REQUIREMENT FROM~~
253 ~~SIX MONTHS TO TWELVE MONTHS~~

Commented [ST19]: 2.24.26 motion - consensus to retain the six month residency requirement

254
255 ~~The Charter currently requires candidates for Mayor Commissioner~~
256 ~~or Commissioner to reside in the district in which he or she is~~
257 ~~domiciled for at least six (6) months immediately prior to qualifying~~
258 ~~for office. The proposed amendment would extend the minimum~~
259 ~~residency requirement to twelve (12) months and make~~
260 ~~corresponding updates throughout the Charter to ensure consistency.~~

261
262 ~~Shall the Charter be amended to require twelve (12) months of~~
263 ~~district residency for candidates?~~

264
265 ~~YES []~~

266
267 ~~NO []~~

268
269
270 ~~CLARIFY TIMEFRAMES FOR CERTIFICATION OF CITIZEN~~
271 ~~PETITIONS REPEALING OR AMENDING ORDINANCES~~

Commented [ST20]: 2.24.26 motion - direction to return for a second review of this issue

272
273 ~~The Charter currently establishes short timeframes for certifying~~
274 ~~citizen-initiated petitions for the repeal or amendment of ordinances.~~
275 ~~The proposed amendment would extend certification deadlines and~~
276 ~~clarify whether time periods are measured in calendar days or~~
277 ~~business days.~~

278
279 ~~Shall the Charter amend petition certification deadlines and clarify~~
280 ~~time calculations?~~

281

YES []

NO []

COMPREHENSIVE CHARTER CLEANUP AND TECHNICAL CORRECTIONS

The proposed amendment would revise the Charter to correct scrivener's errors, improve clarity, resolve timeline inconsistencies, and update references to reflect current Florida law.

Shall the Charter be amended to correct errors and update technical provisions?

YES []

NO []

AMEND CHARTER TO EXTEND ANNUAL FINANCIAL AUDIT DEADLINE

Shall the Town Charter be amended to extend the deadline for submission of the Town's annual financial audit from six (6) months to nine (9) months, consistent with state law?

YES []

NO []

AMEND CHARTER TO ESTABLISH FOUR-YEAR MAYORAL TERMS

The Charter currently provides for two-year terms for the Mayor-Commissioner, with a maximum of three terms. The proposed amendment would increase the term length to four (4) years and limit the Mayor to a maximum of two (2) terms.

Shall the Charter be amended to increase the Mayor's term from two (2) years to four (4) years and replace the current limit of three two-year terms with a maximum of two four-year terms?

Commented [ST21]: 2.24.26 motion - consensus for cleanup re statutory reference

Commented [ST22]: 2.24.26 motion - consensus to change audit deadline

Commented [ST23]: 2.24.26 motion - consensus for further discussion of 4 year mayoral term, including time at which it becomes effective.

YES []

NO []

AMEND CHARTER TO MODIFY COMMISSION DISTRICT
BOUNDARY PROVISIONS

The Charter currently sets standards and procedures for establishing and adjusting commission district. The proposed amendment would delete those standards and procedures and instead define the northern and southern commission districts by reference to the district boundaries adopted in 2004, with the boundary between districts separated by the portion of the Village of Sea Ranch Lakes bordering the Atlantic Ocean.

Shall the Charter be amended to define commission districts using the 2004 adopted boundaries?

YES []

NO []

INCORPORATE STATE ELECTION LAW INTO THE
CHARTER

The proposed amendment would provide that all general laws of the State of Florida governing municipal elections apply to the Town. This change promotes uniformity, administrative clarity, and consistency with state election requirements.

Shall the Charter incorporate Florida election laws governing municipal elections?

YES []

NO []

UPDATE PUBLIC NOTICE REQUIREMENTS

The Charter currently requires certain notices to be published in a newspaper of general circulation. State law now allows legal notices

Commented [ST24]: 2.24.26 motion - Consensus to retain the district boundaries, but revise the language so that the current boundary is the permanent boundary

Commented [ST25]: 2.24.26 motion - consensus on adopting state laws

Commented [ST26]: 2.24.26 motion - consensus on changes to notice

to be published on publicly accessible websites. The proposed amendment would update the Charter to reflect current law and Town practice.

Shall the Charter be amended to allow notices on publicly accessible websites?

YES []

NO []

Section 5. Vote at Polls. Balloting shall be conducted between the hours of 7 A.M. and

7 P.M. on the date of the election, and early and absentee balloting shall also be permitted as provided in conjunction with the general election. Polling places shall be those polling places provided for the general election for the electors of the Town, pursuant to applicable laws. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote. The Town Clerk is authorized to obtain any necessary election administration services from the Broward County Supervisor of Elections. The County registration books shall remain open at the Office of the Broward County Supervisor of Elections office until October, 2026, as provided by law, at which date the registration books shall close in accordance with the provisions of the general election laws. The Town Clerk and the Broward County Supervisor of Elections are hereby each authorized to take all appropriate action necessary to carry into effect and accomplish the electoral provisions of this Ordinance. This Charter Amendment election shall be canvassed by the County Canvassing Board unless otherwise provided by law.

Section 6. Notice of Special Election. Notice of said special election shall be published

in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Town, or publication on the county's website as provided in Section 50.0311, the municipality's

398 website, or the supervisor's website, at least 30 days prior to said election, the first publication to
399 be in the fifth week prior to the election (to-wit: during the week commencing Sunday, September
400 27, 2026), and the second publication to be in the third week prior to the election (to-wit: during
401 the week commencing Sunday, October 11, 2026), and shall be in substantially the following form:

402 "NOTICE OF SPECIAL ELECTION

403 PUBLIC NOTICE IS HEREBY GIVEN THAT, PURSUANT TO
404 **ORDINANCE NO. 2026-** ADOPTED BY THE TOWN
405 COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-
406 SEA, FLORIDA (THE "TOWN"), A SPECIAL ELECTION HAS
407 BEEN CALLED AND ORDERED TO BE HELD WITHIN THE
408 TOWN, IN CONJUNCTION WITH THE GENERAL ELECTION,
409 ON TUESDAY, THE 3RD DAY OF NOVEMBER 2026,
410 BETWEEN THE HOURS OF 7 A.M. AND 7 P.M., AT WHICH
411 TIME THE FOLLOWING CHARTER AMENDMENT
412 PROPOSAL SHALL BE SUBMITTED TO THE QUALIFIED
413 ELECTORS OF THE TOWN:

414
415
416 ~~EXTEND CANDIDATE RESIDENCY REQUIREMENT FROM~~
417 ~~SIX MONTHS TO TWELVE MONTHS~~

Commented [ST27]: 2.24.26 motion - consensus to retain the six month residency requirement

418
419 ~~The Charter currently requires candidates for Mayor Commissioner~~
420 ~~or Commissioner to reside in the district in which he or she is~~
421 ~~domiciled for at least six (6) months immediately prior to qualifying~~
422 ~~for office. The proposed amendment would extend the minimum~~
423 ~~residency requirement to twelve (12) months and make~~
424 ~~corresponding updates throughout the Charter to ensure consistency.~~

425
426 ~~Shall the Charter be amended to require twelve (12) months of~~
427 ~~district residency for candidates?~~

428
429
430 **CLARIFY** TIMEFRAMES FOR CERTIFICATION OF CITIZEN
431 PETITIONS REPEALING OR AMENDING ORDINANCES

Commented [ST28]: 2.24.26 motion - direction to return for a second review of this issue

432
433 The Charter currently establishes short timeframes for certifying
434 citizen-initiated petitions for the repeal or amendment of ordinances.
435 The proposed amendment would extend certification deadlines and

clarify whether time periods are measured in calendar days or business days.

Shall the Charter amend petition certification deadlines and clarify time calculations?

YES []

NO []

COMPREHENSIVE CHARTER CLEANUP AND TECHNICAL CORRECTIONS

The proposed amendment would revise the Charter to correct scrivener's errors, improve clarity, resolve timeline inconsistencies, and update references to reflect current Florida law.

Shall the Charter be amended to correct errors and update technical provisions?

YES []

NO []

AMEND CHARTER TO EXTEND ANNUAL FINANCIAL AUDIT DEADLINE

Shall the Town Charter be amended to extend the deadline for submission of the Town's annual financial audit from six (6) months to nine (9) months, consistent with state law?

YES []

NO []

AMEND CHARTER TO ESTABLISH FOUR-YEAR MAYORAL TERMS

The Charter currently provides for two-year terms for the Mayor-Commissioner, with a maximum of three terms. The proposed amendment would increase the term length to four (4) years and limit the Mayor to a maximum of two (2) terms.

Commented [ST29]: 2.24.26 motion - consensus for cleanup re statutory reference

Commented [ST30]: 2.24.26 motion - consensus to change audit deadline

Commented [ST31]: 2.24.26 motion - consensus for further discussion of 4 year mayoral term, including time at which it becomes effective.

480 Shall the Charter be amended to increase the Mayor's term from two
481 (2) years to four (4) years and replace the current limit of three two-
482 year terms with a maximum of two four-year terms?
483

484
485 YES []

486
487 NO []
488

489
490 **AMEND** CHARTER TO MODIFY COMMISSION DISTRICT
491 BOUNDARY PROVISIONS
492

493 The Charter currently sets standards and procedures for establishing
494 and adjusting commission district. The proposed amendment would
495 delete those standards and procedures and instead define the
496 northern and southern commission districts by reference to the
497 district boundaries adopted in 2004, with the boundary between
498 districts separated by the portion of the Village of Sea Ranch Lakes
499 bordering the Atlantic Ocean.
500

501 Shall the Charter be amended to define commission districts using
502 the 2004 adopted boundaries?
503

504 YES []

505
506 NO []
507

508
509 **INCORPORATE** STATE ELECTION LAW INTO THE
510 CHARTER
511

512 The proposed amendment would provide that all general laws of the
513 State of Florida governing municipal elections apply to the Town.
514 This change promotes uniformity, administrative clarity, and
515 consistency with state election requirements.
516

517 Shall the Charter incorporate Florida election laws governing
518 municipal elections?
519

520 YES []

521
522 NO []
523

Commented [ST32]: 2.24.26 motion - Consensus to retain the district boundaries, but revise the language so that the current boundary is the permanent boundary

Commented [ST33]: 2.24.26 motion - consensus on adopting state laws

524
525 **UPDATE PUBLIC NOTICE REQUIREMENTS**
526

Commented [ST34]: 2.24.26 motion - consensus on changes to notice

527 The Charter currently requires certain notices to be published in a
528 newspaper of general circulation. State law now allows legal notices
529 to be published on publicly accessible websites. The proposed
530 amendment would update the Charter to reflect current law and
531 Town practice.

532
533 Shall the Charter be amended to allow notices on publicly accessible
534 websites?

535
536 YES []

537
538 NO []
539

540 **Polling place information, the enabling Ordinance including the full text of the**
541 **proposed Town Charter Amendments and the ballot question, are available at**
542 **the office of the Town Clerk, located at 4501 Ocean Drive, Lauderdale-By-**
543 **The-Sea, Florida 33308.**
544

545
546
547 _____
548 **Town Clerk**

549 **Section 7. Copies.** Copies of this Ordinance proposing the Charter Amendments are on
550 file at the offices of the Town Clerk located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida
551 33308, and are available for public inspection during regular business hours.

552 **Section 8. Effectiveness.** The Charter Amendments provided for in Section 2 of this
553 Ordinance shall become effective if the majority of the qualified electors voting on the Charter
554 Amendments described in the ballot summary of Section 4 of this Ordinance, vote for its adoption.
555 The Charter Amendments shall be considered adopted and effective upon certification of the
556 election results. Following adoption of the Charter Amendments, the Town Clerk shall incorporate
557 the adopted Charter Amendments into the Town Charter and shall file the revised Town Charter
558 with the Office of the Secretary of State as required by Section 166.031, Florida Statutes.

559 **Section 9. Inclusion in the Town Charter.** Subject to the requirements of Section 8
560 above, it is the intention of the Town Commission and it is hereby provided that the Charter
561 Amendments shall become and be made a part of the Charter of the Town of Lauderdale-By-The-
562 Sea, Florida, and that the Sections of this Ordinance may be renumbered or relettered to
563 accomplish such intention.

564 **Section 10. Severability.** The provisions of this Ordinance are declared to be severable
565 and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be
566 invalid or unconstitutional, such decision shall not effect the validity of the remaining sections,
567 sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the
568 legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

569 **Section 11. Effective Date of Ordinance.** This Ordinance shall become effective
570 immediately upon adoption hereof on second reading.

571 **PASSED AND ADOPTED** on First Reading this _____th day of _____, 2026.

572 **PASSED AND FINALLY ADOPTED** on Second Reading this _____nd day of
573 _____, 2026.

MAYOR EDMUND MALKOON

First Reading

Second Reading

Mayor Malkoon

Vice-Mayor Strauss

Commissioner Graziano

Commissioner DeNapoli

Commissioner Pouloupoulos

ATTEST:

588
589
590
591 Courtney Easley, Acting Town Clerk
592
593
594 APPROVED AS TO FORM:
595
596
597
598 Susan L. Trevarthen, Town Attorney
599
600

DRAFT



Town Commission Agenda Item Report

Meeting Date: March 10, 2026

Submitted By: Terry-Ann Boyd, Assistant Director Development Services -Code Compliance,
Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Presentations

Agenda Section:NEW BUSINESS

Subject Title: Mitigation of Fines- 230 Basin Drive (Marina)

Explanation:



Figure 1- Subject Property

The Town received a complete mitigation application (**Exhibit 1**) from Dylan Tannenbaum on February 11, 2025, for the property located at 226-240 Basin Dr (the Property).

A summary of the violations is provided in **Table 1**.

Table 1: Violations and Permit History

**CASE# 15060015 – Dock in disrepair/Property Maintenance issues/Structures in waterway
(226-240 Basin Dr.)**

DATE	NARRATIVE
06/17/2015	A Notice of Violation was issued on July 17, 2015 to the former owners of the property - Richard Barrie Jr., Inc. and Silver Shores

	Yacht Basin, Inc. Proof of service was obtained via a signed green card. The respondent was given until July 26, 2015, to correct the cited violations. Corrective measures included obtaining a permit to remove and rebuild the dilapidated ramp and railing, rebuild the dilapidated dock, replace and/or repair broken/detached windows, remove (2) boats which were extending into the navigational channel.
07/27/2015	Code Compliance Hearing: At the hearing, the Special Magistrate found the violation existed and ordered all violations be brought into compliance by August 7, 2015. If not complied with, the fines were to accrue as follows – For building code violations needing permits, submit a permit by August 7 or \$250/day fine. For windows in disrepair - \$150/day fine. For boats extending into the navigational channel - \$150/day fine. Administrative fee of \$150.00 to be paid by August 7, 2015. (Exhibit 3- Minutes Excerpt 7-27-2015 Code Hearing)
08/7/2015	First of seven violations in compliance - Section 30-311 (c) (11) – (4) Boats in waterway
08/24/2015	Code Compliance Hearing: Property was not in compliance. The Special Magistrate continued the case to September 28, 2015. Fines will continue to run. (Exhibit 4-Minutes Excerpt 08-24-2015 Code Hearing)
08/27/2015	Second of seven violations in compliance - Section 6-37 (a)1(1) – Building Maintenance (Broken/missing windows)
09/28/2015	Code Compliance Hearing: Property was not in compliance. Special Magistrate continued the case to October 26, 2015, for a status update. Fines will continue to run. (Exhibit 5-Minutes Excerpt 09-28-2015 Code Hearing)
10/26/2015	Code Compliance Hearing: Property was not in compliance. Special Magistrate continued the case to November 23, 2015, for a status update. Fines will continue to run. (Exhibit 6-Minutes Excerpt 10-26-2015 Code Hearing)
11/23/2015	Code Compliance Hearing: Property was not in compliance. Special Magistrate continued the case to December 14, 2015, for a status update. Fines will continue to run. (Exhibit 7- Minutes Excerpt 11-23-2015 Code Hearing)
12/14/2015	Code Compliance Hearing: Property was not in compliance. Special Magistrate continued the case to January 25, 2016, for a status update. Fines will continue to run. (Exhibit 8-Minutes Excerpt 12-14-2015 Code Hearing)
01/25/2016	Code Compliance Hearing: Property not in complete compliance. The Special Magistrate certified the fines at that time of \$45, 750.00 and an additional administrative fee of \$75.00 was to be paid by 2-24-

	2016. (Exhibit 9-Minutes Excerpt 01-25-2016 Code Hearing)
4/29/2016	Third of seven violations in compliance - Section 105.1 in compliance – Deck boards installed without a permit.
6/2/2016	All four (4) remaining violations in compliance - Sections 116.2.1.2 (1) (2) – Dock and ramp railing are in disrepair. Section 206.2.1, Section 206.2.2. and Section 405.2. – Related to the ramp on the dock exceeding the maximum slope of 8%. The case is in full compliance and closed.
12/8/2016	Lien was recorded. Total fines outstanding \$369,500.00. Instrument # 114085415

The Town is required by law to send code compliance notices to the mailing address that is listed with the Broward County Property Appraiser's Office at the time of the issuance, which was PO Box 706 McIntosh, FL 32664. Code Compliance sent the Notice of Violation and the Order of Imposition of Fines to this address by Certified Mail. A signed and dated Certified Mail receipt (Green Card') from the original Notice of Violation and Notice of Hearing was returned to the Town at least 10 days prior to the meeting date, which fulfilled State law requirements for service of notice for case 15060015.

A summary of the case and the offered settlement amount is shown in **Table 2**. The applicant is requesting a 100% reduction on fines totaling \$369,500.00.

Table 2: Code Fines Summary

Case	Violation	Days In Violation	Daily Fine	Total Due	Offered Settlement	Reduction Requested
15060015	Section 6-37(a)(1)	20	\$150.00	\$3,000.00	\$0.00	\$3,000.00
15060015	Section 105.1	270	\$250.00	\$67,500.00	\$0.00	\$67,500.00
15060015	Section 116.2.1.2 (1) (2), Section 206.2.1, Section 206.2.2 and Section 405.2	299	Four (4) violations at \$250 per day totaling \$1,000.00 per day	\$299,000.00	\$0.00	\$299,000.00

Under the Town's procedures for relief from code enforcement liens (Resolution 2014-22, Policy Section 5), the Commission shall consider all relevant factors to determine what relief, if any, is appropriate, including the following criteria:

A. The nature and gravity of the violation. The property was cited for building maintenance issues, specifically broken windows, the ramp on the dock exceeding the maximum slope of 8%, deck boards being installed without a permit, and for 4 boats extending too far into the navigational channel.

B. Any actions taken by the Respondent to correct the violation. Permits were submitted to correct Building code violations which require a permit.

Related permit numbers are LBS15-4066 LBS16-4066 and LBS 16-4567.
(Exhibit 10 - Print out of permits).

C. The length of time between the previously ordered compliance date and the date the violation was brought into compliance. The total time to correct all violations was 299 days.

D. Any actual costs expended by the Respondent to cure the violation as provided by supporting documentation. The previous owner spent a total of \$1,852.00 in permit fees to cure the violations for case # 15060015.

E. Any other prior or current violations committed by the Respondent on the subject property or upon any other property owned by the Respondent within the Town.
It should be noted that the Applicant took possession of the property in December 2017.

CASE #'S APPLICABLE TO THE PREVIOUS OWNER	VIOLATIONS APPLICABLE TO THE PREVIOUS OWNER	FINES RESULTING FROM CASES BY THE PREVIOUS OWNER
15080015	Boats encroaching into navigational channel	Repeat offense. Case closed after final order issued at Magistrate hearing. A total fine of \$2250.00 was accrued/ assessed and paid.
16010004	Parking lot maintenance	Case closed after final order issued at Magistrate hearing. A total fine of \$400.00 was accrued/assessed and paid.
16080024	The finger pier is in disrepair and exceeding the allowable length.	Case closed after final order issued at Magistrate hearing. A total fine of \$600.00 was accrued/ assessed and paid.
16120069	Work conducted without required permits	Complied before Magistrate hearing. No fine was assessed.

17030015	Boat exceeds allowable length	Repeat violation. Case closed after final order issued at Magistrate hearing. A total fine of \$1700.00 was accrued/assessed and paid.
17030018	Property maintenance issues	Case closed after final order issued at Magistrate hearing. A total fine of \$300.00 was accrued/ assessed and paid.
17030017	Trash and storage violations	Case closed after final order issued at Magistrate hearing. A total fine of \$700.00 was accrued/ assessed and paid.
17100002	Boats moored in navigational channel	Complied before Magistrate hearing. No fine accrued/ assessed.
CASE #'S APPLICABLE TO THE CURRENT OWNER	VIOLATIONS APPLICABLE TO THE CURRENT OWNER	FINES RESULTING FROM CASES BY THE CURRENT OWNER
18080018	Operating charter service without approval	Complied before Magistrate hearing. No fine accrued/ assessed.
22100011	Property maintenance	Complied before Magistrate hearing. No fine accrued/ assessed.

Table E provides a summary of all cases for which the property was cited, including identification of the owner of record during each applicable time period.

Staff would like to note that, during the prior ownership, the property accrued a total of \$375,450.00 in code enforcement fines. Of that amount, \$5,950.00 was paid by the previous owner, leaving an outstanding balance of \$369,500.00.

The outstanding balance of \$369,500.00 is the amount currently before the Commission for consideration of reduction at the applicant's request.

Recommendation:

Staff recommends that the Commission hear from the applicant and determine whether the request to mitigate the outstanding fines to zero is appropriate. Supporting documentation has been provided for review. Staff also offers the following information submitted by the applicant for the Commission's consideration:

1. The violations associated with Case No. 15060015 were generated under prior ownership (Richard Barrie Jr., Inc. and Silver Shores Yacht Basin, Inc). This case accounts for the outstanding fines, totaling \$369,500.
2. The subject property was subsequently purchased by Marina-by-the-Sea in December 2017.
3. Since acquiring the property, Marina-by-the-Sea has made substantial improvements to both the functionality and overall aesthetic of the site, including:
 - a. Renovation of the floating dock at a cost exceeding \$628,000.00 (**see Exhibit 12**).
 - b. Installation of potable water, sewer, and fire service lines to the floating dock at a cost exceeding \$88,000.00 (**Exhibit 11**).
 - c. Removal of the existing solid wood fence and installation of open-style ornamental metal fencing to enhance public views of the renovated marina from Basin Drive, together with associated landscaping improvements. (**Exhibit 14 and 15**)
4. Marina-by-the-Sea continues to invest in enhancements to the property (**Exhibit 14 and 15**), including the planned installation of a marina trash skimmer system (**Exhibit 13**). In lieu of remitting payment toward a negotiated settlement for the outstanding code enforcement lien, the property owner has submitted a proposal requesting full mitigation of the fines in exchange for installation and long-term maintenance of a large ocean trash skimmer on-site. The owner has obtained a quote in the amount of \$39,770 for the system, which would be privately funded, installed on the property, and fully operated and maintained at the owner's sole expense. According to the applicant, the device is designed to capture floating debris entering the adjacent basin and marina area, thereby providing a measurable environmental benefit to the surrounding Intracoastal waterways and neighboring properties.

The owner is requesting 100% mitigation of the outstanding lien in consideration of this environmental improvement and ongoing maintenance commitment. Additionally, the owner requests that the Town consider approximately \$716,000 in improvements previously completed on the property, which they assert reflect a substantial reinvestment and good-faith effort toward property enhancement and compliance. Supplemental information regarding the timeline of events has also been provided for consideration (**Exhibit 10**).

Should the Town Commission determine that lien mitigation is appropriate, staff recommends that any reduction be expressly conditioned upon the specific installation, permitting, operational, inspection, maintenance, recording, transfer, modification, default, and enforcement requirements set forth in the approved Mitigation Order, including but not limited to the requirement that the obligation run with the land, that no modification occur without prior Development Services review and that failure to comply with any condition result in automatic reinstatement of the original lien amount. The

outstanding lien shall be reduced to \$0.00 only upon full installation, final inspection approval, and continued compliance with all conditions contained in the Mitigation Order.

Exhibits:

1. Exhibit 1 - Mitigation Application
2. Exhibit 2 - Minutes Except 7-27-2015 Code Hearing
3. Exhibit 3 - Minutes Except 8-24-2015 Code Hearing
4. Exhibit 4 - Minutes Excerpt 9-28-2015
5. Exhibit 5 - Minutes Excerpt 10-27-2015
6. Exhibit 6 - Minutes Excerpt 11-23-2015
7. Exhibit 7 - Minutes Excerpt 12-14-2015
8. Exhibit 8 - Minutes Except 1-25-2016
9. Exhibit 9 - Permit and Permit Fees
10. Exhibit 10 - Applicant Mitigation Timeline
11. Exhibit 11 - Applicant supporting document - Plumber Invoice with Pumpout
12. Exhibit 12 - Applicant supporting document - Floating Dock Renovation Costs
13. Exhibit 13 - Applicant supporting document - Estimate for Trash Skimmer
14. Exhibit 14 - Marina - 226-240 Basin Dr - Before Pictures
15. Exhibit 15 - Marina - 226-240 Basin Dr - After Pictures

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

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TOWN OF LAUDERDALE-BY-THE-SEA

4501 Ocean Drive

Lauderdale-By-The-Sea, FL 33308

Tel: (954) 640-4210 Fax: (954) 634-4654

Notice: This application is available as a WORD document for your convenience.

The Town accepts applications for code fine relief from owners of properties that have corrected ALL of the violations on the subject property. In certain very limited circumstances, the purchaser of a single family property may apply for a code fine or lien reduction before compliance is complete.

The Town's policy and procedures for code relief is set forth in Resolution 2014-22. You are required to read Resolution 2014-22 prior to submitting your relief application.

CASE # 15060015

TOWN OF LAUDERDALE-BY-THE-SEA vs. Dylan Tannenbaum
(Name of Respondent(s) as listed)

Property owner: Dylan Tannenbaum

Address: 21 Isla Bahia Dr. LBTS, FL 33308

Phone numbers: 954-790-1588

Email Address: Dylan.Tannenbaum@gmail.com

ADDRESS OF PROPERTY: 226-240 Basin Drive LBTS, FL 33308

(Where violation(s) existed)

NATURE OF VIOLATION: Former owner's improper maintenance of property

Name of applicant (if not owner):

Contact information:

THIS PROPERTY CURRENTLY IS ☐ IS NOT ☒ (check one) INVOLVED IN LITIGATION

All Applications SHALL submit a copy of the following documentation (when applicable):

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

1. Notice of Lis Pendens recorded with Broward County Records with the date, book and page shown;
2. Foreclosure Complaint;

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

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3. Foreclosure Order, with the recording date, book and page shown;
4. Final Summary Judgment of Foreclosure, with the recording date, book and page shown;
5. Certification of Lien Order, with the recording date, book and page shown;
6. New Certificate of Title, with the recording date, book and page shown;
7. Town's Final Order of Imposition of Fine; and
8. Claim of Lien(s) with the recording date, book and page shown.
9. Reduced payment offer per case. Justification of the offered amount must be provided for each case.

FACTORS RELEVANT TO APPLICATIONS FOR RELIEF:

1. The nature and gravity of the violation(s);
2. Any actions you have taken to correct the violation(s);
3. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
4. Any actual costs you expended to cure the violation(s), if supported by documentation;
5. Any other prior or current violations you committed on the subject property or upon any other property you own within the Town; and
6. Equitable considerations.
 - i. Whether there was any extraordinary hardship which existed or currently exists;
 - ii. Whether the Applicant was the property owner when the fine or lien was imposed;
 - iii. Whether the property is homestead or non-homestead property;
 - iv. Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

WHY RELIEF SHOULD BE GRANTED:

(When you completed this section, at a minimum, address the above factors.)

These fines were accrued by the former owner of this marina at 226-240 Basin Drive. After we purchased the property in 2017, we immediately rectified the issues and stopped being fined. Since then, we have been an upstanding business owner that has not had any issues with the town or any of our neighbors. We have invested a lot of our time and money into the town, with the renovation of Ocean Treasure, then the renovation of the docks at the marina, and next the new addition to Ocean Treasure. The new docks alone costed us over \$600k. Since their completion, we have received overwhelming praise and support for how the docks turned out. Additionally, back when we got our approvals for the new dock, we agreed to have a pumpout station even though one was not required, with hopes that this would help us with our mitigation case. We spent over \$25k on this pumpout station.

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

Lastly, we have one last idea for a way to mitigate the rest of these fines. We received a quote from our plumber to install a large ocean trash skimmer for \$39,770. This trash skimmer would be installed on our property, and entirely maintained by us, and would help clean the intracoastal so that all of our neighbors could benefit. We see loads of trash get pushed down the basin and into our marina, and we have always wanted to come up with a nice way to remove it all. We are requesting a 100% mitigation of these fees due to all of my reasons above, in addition to installing this trash skimmer and properly maintaining it.

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

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Name of Property Owner or Representative: Dylan Tannenbaum

Address: 226-240 Basin Dr.
LBTS, FL 33308

Business Phone Number: 954-790-1588

Cell Phone Number: 954-790-1588

Email Address: Dylan.Tannenbaum@gmail.com

I CERTIFY THAT I have read Resolution 2014-22 and that I am:

- ☒ the owner of the subject property;
- ☐ an Attorney representing the owner,
- ☐ the legal representative for the property, or
- ☐ otherwise authorized to act on behalf of the property owner in this matter.

AND DOCUMENTATION OF THIS IS ATTACHED.



Signature of Applicant

2/11/26

Date

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

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PROCEDURES FOR RELIEF FROM CODE LIENS OR FINES

Application:

A non-refundable application fee is required to be submitted with your completed application.

A completed Application for Relief will be considered by the Town Manager or the Town Commission as follows:

- A. The Town Manager is authorized to negotiate and settle Code liens or fines when the negotiated reduced fine is within the Town Manager's Purchasing Authority (\$15,000) and the reduction in fines is less than 50% of the amount owed.
- B. If the Application requires Town Commission approval, it will be set for the next available regular Town Commission meeting date after all requirements have been met and after the Application is approved by the Town Manager.

The Town Manager or designee shall notify the Applicant of the scheduled hearing. The property owner or violator requesting the reduction of fine must appear at the hearing for the reduction of fine unless they designated an agent, in which case the designated agent shall appear at the hearing. No such hearing shall proceed if the Applicant or representative is not present at the hearing.

PAYMENT AND PERFORMANCE

Any relief granted shall be contingent upon payment of any outstanding amounts within the specified time period and completion of any required performance to effectuate code compliance. Failure to provide valid payment to the Town or to perform as required within the specified time period shall cause the original penalty(s) to continue and the approved relief to terminate without any future action of the Town.

Upon showing by the Applicant of a valid reason beyond the control of the Applicant, the Town Manager may approve one limited time extension if in the best interest of the Town. Once the Town has verified code compliance and received the monies due the Town, the Town will prepare and record the applicable release of lien.

ITEM #V.16***TAKEN OUT OF SEQUENCE**

Case #: 15060015 – Property Maintenance; Building Code Violations
Property Owner: Richard Barrie Jr Inc
Address/Folio: 226 Basin Dr
Code Section(s): Chapter 30 – Unified Land Development Regulations Section 30-311(c)(11)
Chapter 6 – Building and Building Regulations Section 6-37(a)(1)
Florida Building Code Section 105 Section 105.1
Florida Building Code Section 109.6 Section 116.2.1.2 (1) (2)
Florida Building Code Section 109.6 Section 206.2.1
Florida Building Code Section 109.6 Section 206.2.2
Florida Building Code Section 109.6 Section 405.2

Code Compliance Inspector Carmen Sanchez presented this case for having four (4) boats extending farther into the canal than the mooring piles located near the center line of the canal. Only two (2) boats (not to exceed 80 ft) are allowed to extend to the center line of the channel and those have to be docked immediately north of the Silver Shore waterway.

Jack Morell, Building Official for the Town of Lauderdale-By-The-Sea, said the property was cited in February for the ADA ramp/slope requirement, no proper railing, required building permit for new deck boards that were installed and the need to rebuild the dock. A Notice of Violation was issued on June 17, 2015 and nothing has been done to-date. Mr. Morell stated these are life safety violations.

Ms. Sanchez submitted the email from the manager of the marina with a timeline of repairs. She also has pictures showing non-compliance of the boats, condition of the dock and railing, and new deck boards. The Special Magistrate accepted the e-mail and pictures into evidence without objection as the Town's Composite Exhibit. Ms. Sanchez notes for the record the Town's objection to the timeline. She is requesting an Administrative Fee of \$150 for today's hearing.

The Special Magistrate ordered compliance by August 7, 2015 or fine of \$150/day/boat for Code Violation(s) and compliance by August 7, 2015 or fine of \$250/day for Building Code Violation(s). An Administrative Fee in the amount of \$150 is imposed, to be paid by August 7, 2015.

ITEM #V.51**TAKEN OUT OF SEQUENCE**

Case #: 15060015 – Property Maintenance
Property Owner: Richard Barrie Jr. Inc.
Address/Folio: 226 Basin Dr
Code Section(s): Chapter 30 – Unified Land Development Regulations Section 30-311(c)(11)
Chapter 6 – Building and Building Regulations Section 6-37(a)(1)
Florida Building Code Section 105 Section 105.1 Required
Florida Building Code Section 109.6 Section 116.2.1.2 (l) (2)
Florida Building Code Section 109.6 Section 206.2.1
Florida Building Code Section 109.6 Section 206.2.2
Florida Building Code Section 109.6 Section 405.2

Code Compliance Inspector Carmen Sanchez said that this case was heard last hearing and a final order was issued with a comply-by date of August 7, 2015. There were several building violations. Out of seven violations, only one was in compliance which went back into non-compliance. For five of the seven violations, the Special Magistrate ordered \$250/day per violation. Those have been out of compliance for seventeen days as of today for \$21,250. One violation for property maintenance was \$150/day fine for a total of seventeen days through today of \$2,550. The Administrative Fee was paid. As of today, the total fine is \$23,800. The one violation that was in compliance (#6) went out of compliance on Sunday. For the record, she would be citing the property as a repeat violation for that one violation. She asked that the total fine of \$23,800 be certified.

Warren Bullard spoke about purchasing the marina with another person in 2004. It has operated as a marina since the 1960s. He explained what has transpired and his communication with Bud Bentley. He said they are trying to fix this long distance which is difficult at times. They have entered into a contract for the dock and the finger piers with Ray Qualmann for \$36,700 which will commence once the parking straightens out. He gave a copy to the Special Magistrate. He said the electrical issue was settled through his contract with B.M. Electric. They have contracted with Pompano Plate and Glass to fix the windows. As far as the boats, they have rented out to a yacht broker through a three-year lease the four slips in the middle. Mr. Bullard explained that they don't always know when they move a boat in and that is what happened over the weekend. He was asking for a little more time for the docks and for the issue with the boats.

Ms. Sanchez said he did submit the estimates. The windows are a minor violation. Today she was asking for certification of fines and for the fines to continue to run. If the Special Magistrate certifies the fines, then Mr. Bullard would have to go to the Town Commission for mitigation of fines. The Special Magistrate suggested a Status Hearing for the September 28, 2015 Hearing to see if there was any progress. He does want the boats that stick out into the canal to be in compliance now. Ms. Sanchez said the boats are back in compliance.

Ms. Sanchez explained that they have had notice of the violations since February from the Building Department and further e-mails with Mr. Bentley. She requested certification of fines today. Tony Piccone said that he communicated with Bud Bentley around July 23, 2015. He said he was asked by Mr. Bentley to make a contract with the State to allow the State to park their heavy equipment on their property. He had to give up his time to come into compliance because the State's heavy equipment was in the way of their contractor's equipment. Ms. Sanchez explained the building violations that are still not in compliance.

After discussion, the Special Magistrate ordered the fines continue to run. He also ordered this case to be continued to the September 28, 2015 Code Hearing.

The Special Magistrate suggested to Mr. Bullard that in the interim, he should try to work this out with Town staff and Mr. Bentley.

CONTINUED

18.	C#:	15060001	4629 Poinciana St
19.	C#:	15060015	226 Basin Dr
20.	C#:	15070003	255 Bombay Ave
21.	C#:	15070005	4337 Seagrape Dr
22.	C#:	15070010	219 E Commercial Blvd
23.	C#:	15070015	4401 W Tradewinds Ave
24.	C#:	15080007	267 Bombay Ave
25.	C#:	15080015	226 Basin Dr
26.	C#:	15080016	229 E Commercial Blvd

(Continued To)

(October 26, 2015 Hearing)
(October 26, 2015 Hearing)
(November 23, 2015 Hearing)
(November 23, 2015 Hearing)
(October 26, 2015 Hearing)
(October 26, 2015 Hearing)
(November 23, 2015 Hearing)
(October 26, 2015 Hearing)
(October 26, 2015 Hearing)

CONTINUED

(Continued To)

13.	C#:	15060001	4629 Poinciana St #214	(December 14, 2015 Hearing/4 pm)
14.	C#:	15060015	226 Basin Dr	(November 23, 2015 Hearing)
15.	C#:	15080015	226 Basin Dr	(November 23, 2015 Hearing)
16.	C#:	15090004	1530 S Ocean Blvd #204	(November 23, 2015 Hearing)
17.	C#:	15090013	275 Commercial Blvd	(November 23, 2015 Hearing)
18.	C#:	15090018	4217 El Mar Dr	(November 23, 2015 Hearing)

CONTINUED

23. C#: 15060015	226 Basin Dr
24. C#: 15080015	226 Basin Dr
25. C#: 15090018	4217 El Mar Dr
26. C#: 15100028	4529 N Ocean Dr
27. C#: 15100031	1900 S Ocean Blvd #5-D
28. C#: 15100033	1431 S Ocean Blvd #19
40. C#: 15090013	275 Commercial Blvd

(Continued To)

(December 14, 2015 Hearing/4 pm)
(December 14, 2015 Hearing/4 pm)
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(December 14, 2015 Hearing/4 pm)
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|---------|----------|-----------------------|-----------------------------|
| 13. C#: | 15060015 | 226 Basin Dr | (January 25, 2016 Hearing) |
| 15. C#: | 15100031 | 1900 S Ocean Blvd #5D | (February 22, 2016 Hearing) |
| 20. C#: | 15110009 | 2036 Sailfish Pl | (January 25, 2016 Hearing) |
| 14. C#: | 15-1214 | 228 Commercial Blvd | (January 25, 2016 Hearing) |

OLD BUSINESS

ITEM #V.25

***TAKEN OUT OF SEQUENCE**

Case #: 15060015 – Property Maintenance
Property Owner: Richard Barrie Jr. Inc.
Address/Folio: 226 Basin Dr
Code Section(s): Chapter 30 – Unified Land Development Regulations Section 30-311(c)(11)
Chapter 6 – Building and Building Regulations Section 6-37(a)(1)
Florida Building Code Section 105 Section 105.1 Required
Florida Building Code Section 116.2.1.2(1)(2)
Florida Building Code Section 206.2.1
Florida Building Code Section 206.2.2
Florida Building Code Section 405.2

Code Compliance Inspector Carmen Sanchez testified that we are here tonight to certify the fines. This case was first presented in July 2015. Compliance was ordered by August 7, 2015. Since then, there were continuances requested either by the property owner or the Town. Ms. Sanchez said that some of the violations are in compliance (e.g., broken windows and minor property maintenance). The other five building code violations are still not in compliance. The five violations have been running for 171 days. The two property maintenance fines ran for 20 days. As of today, the fine amount accumulated is \$45,750. She has pictures which show the violations that have been complied and the violations that remain. She showed them to Attorney Klimko and then submitted the pictures to the Special Magistrate for evidence. Ms. Sanchez answered the Special Magistrate that they have not been in violation for docking boats that do not belong there since the last time she presented the case. For the record, Ms. Sanchez said, there has been an application submitted for a building permit. The permit was issued but the permit was never picked up. It is voided now.

The Special Magistrate accepted the pictures into evidence without objection as the Town's Composite Exhibit. Ms. Sanchez said they have paid \$150 Administrative Fee and she was requesting \$75 Administrative Fee for today. Development Services Director Linda Connors testified that the applicant did apply for a building permit. The Town issued comments which were not responded to. Because those comments were issued more than sixty days ago, the permit is invalid.

Attorney Michelle Klimko said she is here on behalf of the marina and its owners. She asked today to not have the certification entered. She said they have been working with the Town. She found that the dock contractor has been giving them inaccurate stories in regards to waiting for comments from the Town. They have a drawing to be submitted for the parking. They are working with the Town on the new ordinance that will address many of the issues dealing with the docks. They are working on a submerged land agreement. They want a nice looking marina and the certification being entered would cause some delay. She said she would be in front of them next month to talk about the parking. She was hoping to have an entire site plan showing everything that has been done at the marina.

The Special Magistrate asked for input from the Town regarding delaying certification of lien. Assistant Town Manager Bud Bentley did not have an objection, if the Special Magistrate wanted to retain jurisdiction. His preference would be to let the mitigation of the lien go to the Town Commission. The Special Magistrate ruled that he would certify the lien tonight. He explained to Ms. Klimko that the Town is not unreasonable, if they find that things are being done. Attorney Klimko is concerned about a timing issue. She was concerned that she would not be able to make a good argument, if things have not been passed yet and no ordinance in the works. The Special Magistrate said the certification of the lien is not for code punishment but rather for compliance. Ms. Klimko asked the Special Magistrate that before he loses jurisdiction, if he could put as part of his Order no foreclosure proceedings for at least six months. Mr. Bentley said he could make the commitment that if this property was recommended for foreclosure, it would come back in front of the Special Magistrate for his recommendation.

The Special Magistrate ordered the certification of lien and imposed an Administrative Fee in the amount of \$75, to be paid in one month.

No image found for this file. [Click here to upload an image.](#)

PERMIT PROJECT

FILE #: 14-000611

226-240 BASIN DRIVE LAUDERDALE BY THE SEA FL 33308

SILVER SHORES UNIT A 28-39 B E 250 BLK C

01
06
06



Property Alert:

Parcel Alerts:

"AN APPROVED AGREEMENT WITH THE NEIGHBORING PROPERTIES ON THE EAST AND WEST ENDS REQUIRED PRIOR TO ISSUANCE OF ANY DOCK PERMIT "

Permit Alerts:

LBS15-004066 - FINAL PLUMBING + FIRE + STRUCTURAL AND ZONING REQ BEFORE CLOSING PERMIT (FT)
LBS24-015348 - Permit Expired



PERMIT #: LBS15-004066 ⓘ

Permit Type

Lauderdale-By-The-Sea Permit

Subtype

Structural

Work Description:

RECONST EXISTING MARGINAL DOCK + FINGER PIERS **PER JACK MORELL PERMIT REACTIVATED 2/4/2016 **

Applicant

RAY QUALMANN MARINE CONSTRUCTION INC - MITCHELL SCAVONE

Status

Closed

Valuation

20,000.00



FEES & PAYMENTS

Plan Check Fees

0.00

Permit Fees

612.78

Total Amount

612.78

Amount Paid

612.78

Balance Due

0.00



Non-Billable



PERMIT DATES

Application Date
09/24/2015

Approval Date
02/09/2016

Issue Date:
02/11/2016

Expiration Date:
09/02/2016

Close Date
06/02/2016

Last Inspection
Structural on 06/02/2016

BRA Valuation
\$21,000.00

Misc Permit Type



Building Type



REQUIRED REVIEWS

☐ ELECTRICAL

StatusE



Review Date

Reviewed By:E



Reviewed By

Notes

☒ PLUMBING

FEES

FEE	DESC	QUANTITY	AMOUNT	TOTAL
Permit Fee (2% of construction value)				400.00
Plumbing Fee				85.00
Structural Fee				85.00
Boward County Board of Rules and Appeals (.068% of job value)				14.28
Department of Business and Professional Regulations Fee (1.5% of permit fee)				8.55
Department of Community Affairs Fee (1.5% of permit fee)				8.55
Education Fee (2% of permit fee)				11.40
Plan Check Fees				0.00
Permit Fees				612.78
Total Fees				612.78

PAYMENTS

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
09/24/2015	Chec	# 22779		8420	RAY QUAI	612.75
10/02/2015				8473		0.03
Amount Paid						612.78
Balance Due						0.00



PERMIT PROJECT

FILE #: 13-000466

230 BASIN DRIVE LAUDERDALE BY THE SEA FL 33308
SILVER SHORES UNIT A 28-39 B BLK C TOG/W A POR OF SILVER
SHORES WATERWAY DESC AS: BEG ATNW COR OF SAID SILVER
SHORES WATERWAY, E 350, S 10, W 22.47, SE 36.06, W 59.38, S 4.98,
W 57.46, S 4.98, W 23, S 10, W 22.51, S 10, W 27, S 13, W 30.50, N 10,
W 23.50, N 10, W 26, N 15, W 18.62, N 14, W 15.93, NW 30.09, W
24.11, N 10 TO POB



Parcel Alerts:

"AN APPROVED AGREEMENT WITH
THE NEIGHBORING PROPERTIES ON
THE EAST AND WEST ENDS REQUIRED
PRIOR TO ISSUANCE OF ANY DOCK
PERMIT "



PERMIT #: LBS16-004567

Permit Type

Lauderdale-By-The-Sea Permit

Subtype

Structural

Work Description:

PARKING LOT & DRAINAGE RENOVATION

Applicant

COUNTS CONSTRUCTION COMPANY INC - GLEN COUNTS

Status

Closed

Valuation

37,662.00



FEES & PAYMENTS

Plan Check Fees

0.00

Permit Fees

1,250.00

Total Amount

1,250.00

Amount Paid

1,250.00

Balance Due

0.00



Non-Billable



PERMIT DATES

Application Date

04/01/2016

Approval Date

Electrical Low Voltage

Plan Review Meeting

Shop Drawing

30 day Temp Electrical

Roofing Hours

CONTACTS ^

Mortgage Lender



Title Holder



CONTRACTORS

Builder

COUNTS CONSTRUCTION COMPANY INC - GLEN COUNTS



Architect/Engineer



Mechanical



Plumber



Electrician



Roofer



☒ Notice of Commencement

☐ Owner Builder

☐ Special Inspector on the Job

FEES

FEE	DESC	QUANTITY	AMOUNT	TOTAL
Permit Fee (2% of construction value)				753.24

		QUANTITY	AMOUNT	TOTAL	
Plumbing Fee				85.00	
Structural Fee				85.00	
Boward County Board of Rules and Appeals (.068% of job value)				30.60	
Department of Business and Professional Regulations Fee (1.5% of permit fee)				13.85	
Department of Community Affairs Fee (1.5% of permit fee)				13.85	
Education Fee (2% of permit fee)				18.46	
Engineering Fee	3/18/16 REVIEW	200.0	1.0000	200.00	
Engineering Fee	revision review	50.0	1.0000	50.00	
Plan Check Fees				0.00	
Permit Fees				1,250.00	
Total Fees				1,250.00	

PAYMENTS



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
04/06/2016	Chec	#12218	ENGI	9787	COUNTS (	200.00	
04/06/2016	Chec			10039	COUNTS (	1,000.00	
06/01/2016	Chec	#12356	engir	10244	COUNTS (	50.00	
Amount Paid						1,250.00	
Balance Due						0.00	

Marina By-The-Sea

Timeline of Events

06/2015 – Previous owner receives initial complaint for poor maintenance of property.

07/2015-05/2016 – Previous owner accrues 7 violations and fails to remedy the issues in a timely manner.

06/2016 – Previous owner ultimately gets property back into compliance, with fines tallying up to \$369,500.

11/2017 – Marina By-The-Sea, owned by Ross and Dylan Tannenbaum, purchases the property from former owner.

2017-2023 – Marina By-The-Sea maintains property without any issues or fines, with the docks remaining full and the offices occupied. There were countless small repairs along the way. The Covid pandemic delays any plans for renovating the building or docks.

01/2020 – We have a town commission meeting for the approval to become a marina. A resident at the town was adamant that we should install a pump-out station, but we disagreed as one was not necessary. Ultimately, we agreed to put one in and stated that we did so in hopes that it would help us with this mitigation.

01/2024-12/2024 – Floating dock renovation is completed, totaling \$628,147.56, with \$10,529.38 spent on pump-out station (receipts attached).

2025 – The new dock is open and full, with new landscaping and see-through fence offering pedestrians much improved views. We have only received positive response since completing the renovation.

03/2026 – Commission meeting with town to determine mitigation.

Marina Makers
2325 16th Ave
Naples, FL 34120 US
rj@marinamakers.com

INVOICE

BILL TO
1126 S. Federal Highway
Suit 150
Fort Lauderdale
FL
33316

INVOICE # 1603
DATE 08/22/2024
DUE DATE 09/21/2024
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
labor:Labor and material Labor and material to install Potable water line, sewer line and fire line on floating docks. All connections to be made within 5' or seawall. Estimate based on AHJ approval. Permits and inspection costs to be paid by ownership. Estimate includes: 2" HDPE waterline with 3/4 per connections to 14 pedestals. HDPE fire standpipe system with two hose valves. This estimate includes demo of existing water and fire lines. Pay schedule 40% down for materials and mobilization 40% upon substantial completion, be for final inspections. 20% final payment upon final inspections. this estimate reflects removing the stationary pump for the sewer system and replacing with manual pump with small holding tank.		88,885.00	88,885.00
Parts:Sewer pump out cart Portable sewer pump out cart		10,529.38	10,529.38T
Parts:Labor and material Labor and material to extend 4" fire line to east gangway and run 4" FDC to east property line. 6 days 3 men Install siamese connection, core drill wall, gangway prep for hose, extend 4" to gangway, land-side testing.		16,274.04	16,274.04T
Potable water back flow 1.5" Potable water Backflow. LBS requires new or existing backflow upon review of drawings.	1	2,800.00	2,800.00T
labor:Daily labor rate Labor rate to install potable water back flow. Connection to meter and core drill through seawall.		2,500.00	2,500.00

Thank you for your business.

SUBTOTAL
TAX

120,988.42
1,904.20

TOTAL	122,892.62
PAYMENT	34,354.00
BALANCE DUE	\$88,538.62

Transaction Report

Marina By-The-Sea

Expenses Incurred for Dock Renovation

Transaction date	Name	Memo/Description	Amount
07/01/2022	Boatlifters.com	Floating dock deposit to Boatlifters.com (dock builder)	42,000.00
01/02/2024	Boatlifters.com	Check 255 - Progress payment for docks	9,296.24
01/05/2024	Eastern Metals	Check 256 - Aluminum for docks	8,463.75
01/12/2024	AccuDock	Check 258 - Gangway deposit	18,266.51
01/12/2024	Boatlifters.com	Check 259 - Progress payment for docks	8,300.00
01/16/2024	Boatlifters.com	Check 260 - Progress payment for docks	2,400.00
01/17/2024	Boatlifters.com	Demolition Dumpster staff for docks	12,000.00
01/24/2024	AccuDock	Check 264 - Gangway balance	18,207.54
01/25/2024	Eastern Metals	Check 262 - Aluminum for docks	8,483.75
01/26/2024	Decks & Docks	Check 263 - Decking for docks	24,784.57
02/01/2024	Boatlifters.com	Check 268 - Progress payment for docks	12,800.00
02/05/2024	Boatlifters.com	Check 269 - Progress payment for Docks	8,300.00
02/05/2024	Kelly Marine	Check 267 - Piling installation	8,000.00
02/13/2024	Bi Us Electric	Check 273 - 1 of 2 deposits for electric work on docks	9,116.00
02/13/2024	Boatlifters.com	Check 274 - Labor for decking	5,900.00
02/13/2024	Dockside Power	Check 272 - 50% deposit for pedestals for dock	11,523.50
02/15/2024	Dock Builders Supply	Bumpers/fascia for docks	24,698.38
02/20/2024	Kelly Marine	Check 277 - Piling work	7,000.00
02/23/2024	Allied	Check 279 - Hardware	1,433.37
02/23/2024	Boatlifters.com	Progress payment for floating docks	8,000.00
02/23/2024	Kelly Marine	Check 280 - Piling work	7,500.00
03/01/2024	Decks & Docks	Check 271 - Decking for docks	8,054.25
03/07/2024	Allied	Check 283 - Hardware for docks	1,250.88
03/08/2024	Dock Builders Supply	Supplies for the Docks	3,022.85
03/12/2024	Decks & Docks	Decking for docks	762.03
03/15/2024	Boatlifters.com	Wire - Progress payment for floating docks	11,700.00
03/27/2024	Decks & Docks	Decking for docks	3,048.13
03/29/2024	Boatlifters.com	Wire - Progress payment for floating docks	15,000.00
04/03/2024	Marina Makers LLC	Plumbing for docks	34,354.00
04/08/2024	Decks & Docks	Decking for docks	6,477.42
04/09/2024	Bottom Line Construction Mgmt	Check 286 - Permit expediting	6,000.00
04/15/2024	Dockside Power	Check 288 - 50% balance for pedestals	11,523.50
04/30/2024	Anschuetz Aluminum Two Inc	Check 289 - Deposit for white fencing around property	9,400.00
04/30/2024	Eastern Metals	Aluminum for docks	8,183.58

05/13/2024	Russell and Associates	Check 292 - Electrical engineer for docks	790.00
05/23/2024	Kelly Marine	Check 293 - Piling work	12,100.00
05/24/2024	Decks & Docks	Decking for docks	3,113.40
05/30/2024	Dolphin Marche	Check 294 - Cleats for docks	2,834.16
06/03/2024	Decks & Docks	Decking for docks	113.66
06/04/2024	Bi Us Electric	Check 296 - 2 of 2 payment for electric	9,116.67
06/04/2024	Decks & Docks	Decking for docks	267.20
06/14/2024	REEB Engineering	Check 297 - MEP engineering for docks	1,800.00
07/12/2024	AccuDock	Bracket for docks	386.35
08/02/2024	Decks & Docks	Decking for docks	1,507.33
08/05/2024	Anschuetz Aluminum Two Inc	Check 303 - progress payment for fence	9,654.53
08/12/2024	Broward Palms Inc.	Landscaping in front of fence	18,000.00
08/16/2024	ADI Metal	Aluminium for docks	369.15
09/17/2024	Marina Makers LLC	Plumbing for docks	88,538.62
09/19/2024	H Kelly Marine	Check 308 - Balance for piling work	11,500.00
10/07/2024	Anschuetz Aluminum Two Inc	Check 311 - Fence balance	1,072.73
10/15/2024	Supreme Outdoor Living	Check 314 - Lighting for docks, gate system for both entries	20,000.00
10/15/2024	Trophy Electric	Check 312 - 50% deposit for electric work	30,601.35
11/22/2024	Trophy Electric	Check 316 - change order for electric work	9,871.11
01/15/2025	Trophy Electric	Check 318 - final payment for electric work	31,261.05
Capitalized as Land Improvements - Floating Docks			\$628,147.56

Marina Makers
2325 16th Ave
Naples, FL 34120 USA
rj@marinamakers.com

Estimate

ADDRESS
marina by the sea
230 basin dr
lauderdale by-the-sea, fl
33308 united states

ESTIMATE # 1347
DATE 12/17/2025

ACTIVITY	QTY	RATE	AMOUNT
Keco Trash Skimmer Keco electric trash skimmer.	1	22,000.00	22,000.00T
labor:Labor USLH over water All labor to complete the install of the trash skimmer. Includes all hardware and brackets.	1	8,000.00	8,000.00
Electric Labor and materials to hook up trash skimmer. Does not include additional breakers.	1	8,400.00	8,400.00
SUBTOTAL			38,400.00
TAX			1,320.00
TOTAL			\$39,720.00

Accepted By

Accepted Date















Agenda Item No: 18.a.

Town Commission Agenda Item Report

Meeting Date: March 10, 2026

Submitted By: Ken Rubach, Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2026-03: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA FLORIDA APPROVING THE ASSIGNMENT OF THE CONTINUING PROFESSIONAL SERVICES AGREEMENT FROM HITCHCOCK DESIGN GROUP TO RVI PLANNING + LANDSCAPE ARCHITECTURE, AND APPROVING A WORK AUTHORIZATION FOR CONSTRUCTION DOCUMENT DESIGN SERVICES WITH RVI FOR THE HIBISCUS AND DATURA PORTALS

Explanation:

At the February 10th, 2026 Commission Meeting, the Commission directed staff to bring back the portal item for consideration to complete the construction documents, but not move forward with construction at this time. The proposed action authorizes the assignment of the Town's Continuing Professional Services Agreement ("Continuing Contract") with Hitchcock Design Group, which was selected through RFQ No. 2024-0701 and Resolution No. 2024-39, to RVI Planning + Landscape Architecture following its acquisition of Hitchcock Design Group. The proposed action also approves a work authorization under the Continuing Contract for preparation of 50% and 100% Construction Documents (CDs) for the Datura and Hibiscus Avenue Portal improvements, and authorizes the Town Manager to execute the assignment and work authorization, subject to approval as to form and legal sufficiency by the Town Attorney. This proposal is submitted pursuant to RFQ No. 2024-0701 and Resolution No. 2024-39. RVI (formerly Hitchcock Design Group) previously completed the approved schematic design for the portal concepts and will now advance the project into detailed construction documentation suitable for bidding and permitting. All subconsultant fees are included in the proposed lump sum.

The scope of services is limited to preparation of Construction Documents and includes coordination with subconsultants for civil, irrigation, structural, and MEP engineering.

Task 01 – 50% Construction Documents

Preparation of coordinated hardscape and landscape plans sufficient for cost estimating and refinement. Key components include:

- Sidewalks and specialty paving
- Drainage coordination
- Mid-Century Modern shade structure (Datura Portal only)
- Wayfinding and portal signage
- Landscape lighting (fixture selection)
- Site furnishings (benches, receptacles, bollards, etc.)
- Planting plans, irrigation limits, and plant schedules
- Preliminary details and technical notes
- Estimate of probable construction costs

Includes design meetings and coordination with Town staff and consultants.

Task 02 – 100% Construction Documents

Preparation of final, fully coordinated construction drawings and specifications for bidding and building permit submission, including:

- Final hardscape, landscape, irrigation, structural, civil, and MEP plans
- Drainage, grading, and irrigation service plans
- Structural drawings for the shade structure
- Technical notes and construction details
- Signed and sealed documents for submittal to the Building Department

The total cost for these services is \$71,550 which will provide a full set of construction documents which will be used at a later date to construct the portals when funding allows. Funding for this project is provided in the CIP Fund under the "Beach Portal" line item (300-572102-500630).

Recommendation: Approve Resolution 2026-03

Exhibits:

1. Resolution Approving Work Authorization With RVI (Formerly HDG)
2. Exhibit 1-PSA Design -Town of Lauderdale-By-The-Sea - Datura Hibiscus Portals CDs - 2.26.26

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A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE ASSIGNMENT OF THE CONTINUING PROFESSIONAL SERVICES AGREEMENT FROM HITCHCOCK DESIGN GROUP TO RVI PLANNING + LANDSCAPE ARCHITECTURE, INC.; APPROVING A WORK AUTHORIZATION WITH RVI PLANNING + LANDSCAPE ARCHITECTURE, INC. FOR CONSTRUCTION DOCUMENTS AND DESIGN SERVICES RELATING TO THE DATURA AND HIBISCUS AVENUE PORTAL IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE ASSIGNMENT AND WORK AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Continuing Contract provides that it may not be assigned by HDG without the prior written consent of the Town; and

WHEREAS, Hitchcock Design Group has since been acquired by RVI Planning + Landscape Architecture, Inc. (“RVI”) and RVI has requested that the Town consent to the

assignment of the Continuing Contract to RVI, which will assume the rights and obligations of HDG under the Continuing Contract, as successor to HDG; and

WHEREAS, the Town Commission finds that approving the assignment will allow for continuity of services and is in the best interests of the Town; and

WHEREAS, the Town requires professional design services to develop detailed construction documents for the Datura and Hibiscus Portals based on the approved schematic design (the “Services”); and

WHEREAS, Town staff recommends utilizing RVI for the Services related to the Project; and

WHEREAS, in accordance with the terms of the Continuing Contract, the Town solicited and RVI submitted a proposal, attached hereto as Exhibit “1,” to provide the Services for the Project in the amount of \$71,550 (the “Proposal”); and

WHEREAS, the Town Commission wishes to issue a work authorization to RVI, as successor and assignee of HDG, for the Services in an amount not to exceed \$71,550, consistent with RVI’s Proposal and the Continuing (the “Work Authorization”); and

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

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

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

SECTION 2. Assignment Approved. The Town Commission hereby approves the assignment of the Continuing Contract from HDG to RVI, and consents to such assignment in accordance with the terms of the Continuing Contract.

SECTION 3. Work Authorization Approved. The Town Commission hereby approves the Work Authorization with RVI for the Services described in the Proposal attached hereto as Exhibit “1”.

SECTION 4. Authorization. The Town Manager or designee is hereby authorized to execute an assignment of the Continuing Contract and the Work Authorization with RVI in an amount not to exceed \$71,550, 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.

SECTION 5. Authorization to Implement. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED this day of 2026.

Mayor Edmund Malkoon

Attest:

Courtney Easley, Acting Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Proposal for Professional Services

DATURA & HIBISCUS PORTALS -
CONSTRUCTION DOCUMENTS

Prepared for: Lauderdale-By-The-Sea, Town of
By: Alexander C. Fenech, Vice President



PROPOSAL FOR PROFESSIONAL SERVICES

February 26, 2026

Ken Rubach, Town Manager
Lauderdale-By-The-Sea, Town of ("Client")
4501 North Ocean Drive, Lauderdale-By-The-Sea, Florida 33308
RVI Project Number: 26000391

RE: **Datura & Hibiscus Portals; CONSTRUCTION DOCUMENTS**

Dear Ken,

RVI Planning + Landscape Architecture ("Consultant") is pleased to submit the attached proposal (or work order) for professional services for the Datura & Hibiscus Portals Project in Lauderdale-By-The-Sea, Florida ("Project"). Below is a summary of services.

- This proposal is in accordance to contract RFQ No. 2024-0701 and resolution No. 2024-39 adopted on September 18, 2024. Our team at RVI Planning + Landscape Architecture, formally Hitchcock Design Group [HDG], has enjoyed working with the Town, the Community, and the Commission to create the conceptual design and vision of the Datura and Hibiscus Portals over the past few months.
- To help bring the vision to reality, we have outlined our understanding of the current scope of services needed by the Town, which includes delivery of:
 - Detailed design drawings (50% CD and 100% CD)
- We have already worked with the Town to solicit a Site Survey, GeoTech, and Arborist services, which have been completed and are ready for the design team to engage.

While the known relevant local governmental authorities ("RGA's") having jurisdiction over the Project are: Town of Lauderdale-By-The-Sea, Florida; Broward County, Florida Department of Environmental Protection (FDEP) / Florida Fish and Wildlife Commission (FWCC), permitting is excluded from this scope of services.

The Consultant will hire the services of the following subconsultants in the performance of this Agreement:

- Irrigation Design – Bortak Design (Stuart, FL)
- Civil Engineering – Flynn Engineering (Lauderdale-By-The-Sea, FL)
- Structural Engineering – Jezerinac Group (West Palm Beach, FL)
- MEP Engineering – Delta G (Fort Lauderdale, FL)

Fees for these subconsultants are included as part of Consultants fees.

Please review the attached scope of services and provide your approval by signing Article 11.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Fenech'.

Alexander C. Fenech, FASLA, PLA
Vice President
Coral Springs, FL



PROFESSIONAL SERVICES AGREEMENT – DESIGN

Project Name: Datura & Hibiscus Portals; CD-CA

RVi# 26000391

Client Name: Town of Lauderdale-By-The-Sea

Client Address: 4501 North Ocean Drive, Lauderdale-By-The-Sea, FL 33308

Based upon our understanding of project requirements and discussions with you, we have developed the following scope of service.

Upon receiving a contract award, we will conduct and host a kick-off meeting with the entire consultant team and Town Staff to discuss, in detail, the requirements and parameters of the project at the Datura and Hibiscus Avenue Portals. The Consultant will prepare and provide meeting minutes for all project meetings and distribute them to participants.

Next, we will prepare 50% and 100% Construction Documents that illustrate the hardscape and landscape improvements and Landscape Construction Documents, including drawings and specifications, that will be used to submit for building and regulatory permits.

Currently, permitting (required by FDEP/FWC, Broward County, and the Town of Lauderdale-By-The-Sea), Bidding and Contractor Negotiation, and Construction Administration Services, are excluded from this scope of services.

ARTICLE 1. BASIC SERVICES

The Consultant shall provide, for the Basic Fee plus reimbursable expenses, services described in the following phases.

1.1 (TASK 01) 50% CONSTRUCTION DOCUMENT SERVICES

1. Based on the Client approved Schematic Design (previous contract), the Consultant will prepare 50% Construction Document drawings for the landscape components.
2. For each Portal, the Consultant will:
 - a. In close collaboration with the Project Team, update the base map and finalize Hardscape 50% Construction Documents including plan view drawings, cross sections and plan specifications illustrating and describing the final size, horizontal and vertical organization, materials and/or finishes of the proposed hardscape improvements including:
 1. Sidewalks and pedestrian connections include special pavement materials.
 2. Drainage coordination with civil
 3. Design of Mid-Century Modern Shade Structure (Datura Only)
 4. Wayfinding Signage
 5. Portal Signage, if required
 6. Landscape lighting (Circuitry by MEP consultant)
 7. Site furnishings
 - b. Using the updated base map, finalize Landscape 50% Construction Documents including plan view drawings and narrative/plan specifications for the proposed landscape improvements including:
 1. Limits of Irrigation
 2. Trees and ornamental plant material
 3. Turf and other groundcovers
 4. Plant list and details
 5. Use of Natives, where possible
3. Consultant intends to pick up refinement of hardscape materials selection and design in this phase. This phase will also include all drawings and documentation necessary to further define the site design.
 - a. Development and expansion of the approved Schematic Design landscape and hardscape package (including preparation of drawing specifications and a fully coordinated set of 50% Construction Drawings) and provide a comprehensive bid package, as required. Including, but not limited to hardscape construction, landscaping, site furnishings.
 - b. Provide a refined plant material palette and species selection

- c. Layout, specify and detail site furnishing including trash receptacles, benches, tables, chairs, umbrellas, bollards, charging stations & connectivity bollards (if required), and other furnishings, as required and approved by the Town.
 - d. Provide preliminary design layout, details, and preliminary material selection of paving surface areas. Drawings will be sufficient to secure pricing for construction.
4. Throughout and upon completion of the 50% Construction Document phase, the design team will review the estimate of probable costs pertaining to the Consultant's scope of deliverables. This estimate will be used as a basis and benchmark for contractor bidding.
5. The Consultant will complete landscape 50% Construction Document drawings and details for, but not limited to the following.
 - a. Hardscape Plans – Illustrating all paved pedestrian and special pedestrian area surfaces including materials, pavement patterns, overhead shade structures/pavilions (structural Eng. by team consultant), low seat walls, colors, textures, and product selection.
 - b. Planting Plans – Illustrating all trees, palms, shrubs and ground covers, indicating size, quality, quantity, colors, planting techniques and their location in each area.
 - c. Lighting Diagram - Fixture selection only; circuitry and engineering by team MEP
 - d. Landscape 50% Construction Details
 - e. Landscape Technical Notes
6. Review of our recommendations with the Project Team and Client.
7. Revise and submit our recommendations to Town staff for review and comment.
8. Meetings: The Consultant will attend up to:
 - a. Weekly Design Consultant Coordination Calls (est. 1)
 - b. Weekly Town, Consultant Coordination Calls (est. 4)
 - c. In-Person meeting with the Town (est. 1)
9. Additionally, the Consultant will lead and attend virtual meetings to coordinate and review progress and coordinate with the design team, as needed.

DELIVERABLES:

- Hardscape and Landscape Design Development Plans (24"x36" TBD, AutoCAD files) for use, reproduction and submittal.

Irrigation

1. Consultant shall prepare 50% irrigation plans, details, and specifications, including water source point of connection, mainline, controller location, and irrigation equipment to be submitted to the Client for review and comments.

Civil Engineering

1. Pavement Marking & Signage Plan
2. Paving, Grading, & Drainage Plan – New drainage, regrading, repaving, curbing, etc.
3. Water Plan – New irrigation service
4. Details & Specifications
5. NPDES/SWPP Plan
6. Final Drainage Calculations

**This proposal assumes Site Plan Approval is not required and plans will be submitted to Building Department by RVi office.*

7. Included are (5) design meetings with the Design Team and/or Town total between 50% and 100% CDs. Any additional requested attendance for conference calls, consultant plan reviews, contractor meetings, etc. will be billed hourly.

MEP

1. Project Set Up, Schematic Design and initial calculations
2. Design Development plans

Structural Engineering

1. Present viable framing schema for Architect and Construction Professionals to evaluate. Depending on project size and complexity, this may include preliminary general notes, design load maps, complete or partial foundation, and

- framing plans, identification of lateral load resisting system, conceptual sections, special detailing integral to the system, and outline specifications.
- 2. Information Modeling Level of Detail 100:
 - a. Provide locations of structural grids (but defer grid ownership to the architect), walls, and columns. Framing members may be shown as BIM elements (but not sized) or linework to indicate framing directions only.
- 3. Perform periodic in-house Quality Assurance Reviews.

EXCLUSIONS:

- 1. Revisions to plans which deviate from the approved site plan.
- 2. Studies, design, and/or permitting of any off-site improvements, not noted herein.
- 3. Traffic Engineering including but not limited to: studies, traffic signal relocations / modifications.
- 4. Aerial photography.
- 5. Site Plan and Permit extensions.
- 6. Re-inspecting for failed including but not limited to: pressure tests, lime rock inspections.
- 7. Leading coordination with FPL, AT&T, TECO, etc. for installation of new services to the site.
- 8. Revit or BIM; LEED

1.2 **(TASK 02) 100% CONSTRUCTION DOCUMENT SERVICES**

- 1. Based on the Client approved 50% Construction Document drawings, prepare 100% Construction Documents for the landscape components. Initiation of the Construction Documents will rely on the approved, complete civil engineers' drawings and shall include:
- 2. For **each** Portal, the Consultants will finalize the construction documents that will be used to construct the approved hardscape and landscape improvements.
 - a. Using updated base maps, finalize Landscape 100% Construction Drawings and Specifications that will be used to bid and construct the approved hardscape and landscape improvements including:
 - 1. Sidewalks and pedestrian connections include special pavement materials.
 - 2. Drainage coordination with civil
 - 3. Design of Mid-Century Modern Shade Structure (Datura Only)
 - 4. Wayfinding Signage
 - 5. Portal Signage, if required
 - 6. Landscape lighting (Circuitry by MEP consultant)
 - 7. Site furnishings
 - 8. Limits of Irrigation
 - 9. Trees and ornamental plant material
 - 10. Turf and other groundcovers
 - 11. Plant list and details
- 3. Detailed coordination with the Town and all other project Team consultants and specialty consultants shall be continued during this phase. As part of this coordination, an internal review shall be performed relative to all disciplines affecting this scope of work to ensure quality control and minimize conflicts.
- 4. These drawings and plan (drawing) specifications will fully describe all project component relationships and construction methodology. They will indicate material selection, finishes, furniture, hardware, and product specification, as well as providing full detailing needed to construct the project.
- 5. Consultants will complete 100% Construction Drawings, details and technical notes needed for bid, based on local requirements, including but not limited to the following:
 - a. Hardscape Plans – Illustrating all paved pedestrian and special pedestrian area surfaces including materials, pavement patterns, overhead shade structures/pavilions (structural Eng. by others), fencing, gates, low seat walls, colors, textures, and product selection.
 - b. Planting Plans – Illustrating all trees, palms, shrubs and ground covers, indicating size, quality, quantity, planting techniques and their location in each area.
 - c. Lighting Diagram - Fixture selection only; circuitry and engineering by MEP

- d. Landscape 100% Construction Details
 - e. Landscape Technical Notes
 - f. Specifications included in drawings. Book Specifications not included.
6. Detailed coordination with the Town and Town's Project Team shall be continued during this phase. As part of this coordination, an internal review shall be performed relative to all disciplines, if needed, affecting this scope of work to ensure quality control and minimize conflicts.
 7. Submit final 100% Landscape Construction Drawings and Specifications to the Town.
 8. Meetings: The Consultant will attend up to:
 - a. Weekly Design Consultant Coordination Calls (est. 2)
 - b. Weekly Town, Consultant Coordination Calls (est. 2)
 9. Additionally, the Consultant will lead and attend virtual meetings to coordinate and review progress and coordinate with the design team, as needed.

DELIVERABLES:

- Deliverable: 100% Landscape Construction Drawings and Specifications (ACAD and PDF files) for use and reproduction

Irrigation

1. Consultant shall prepare 100% irrigation construction documents and specifications to include irrigation schedules, details, head layout, and lateral pipe sizes for the construction of the project based on input provided by the Client, including the appropriate calculations necessary for the permit submittal.

Civil Engineering

1. Pavement Marking & Signage Plan
2. Paving, Grading, & Drainage Plan – New drainage, regrading, repaving, curbing, etc.
3. Water Plan – New irrigation service
4. Details & Specifications
5. NPDES/SWPP Plan
6. Final Drainage Calculations
7. **This proposal assumes Site Plan Approval is not required and plans will be submitted to Building Department by RVI office.*

Structural Engineering

1. Issue drawings to the Building Department for Permit including General Notes, Wind Pressure Diagrams, full and partial Framing Plans, Framing Elevations, Building Sections, Member Schedules, and Details.
2. Information Modeling Level of Detail 300:
 - a. Provide final location, elevation, and sizes of structural grids (but defer grid ownership to the architect), walls, columns, foundations, and major framing elements. Framing members shall be sloped as required, excluding floors.
 - b. Openings in structural walls and roofs will be modeled with a tolerance of (+/- 1/2") from the architectural locations. Final locations will not be defined in the structural model.
 - c. The structural model may be shared with the Client for clash detection.
 - d. Examples of minor framing elements include, but are not limited to: miscellaneous steel, joist bridging, curbs, sump pits, parapets, non-load-bearing partitions, pipe & sleeve penetrations, and any plan elements that are not visible at 1/8" scale. These elements will be depicted in 2-D details.
 - e. Elements of the building design which will be delegated to a specialty engineer will be modeled for general location purposes but shall be superseded by the specialty engineer's signed drawings. Delegate engineered roof trusses will not be modeled. They shall be depicted as line work in plan and in 2-D details.
 - f. Concrete reinforcing and structural steel connections will be depicted in schedules and details.
3. Perform periodic in-house Quality Assurance Reviews.
4. Provide up to three signed and sealed copies of the drawings to the Building Department.
5. Respond to and revise documents as required for up to two rounds of comments by the Building Department.

ARTICLE 2. ADDITIONAL SERVICES

All services requested by the Client that are not listed in Article 1 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee and shall be paid for by the Client as set forth in Article 4.2 of this Agreement.

2.1 Additional Services include, without limitation, the following:

1. Providing services other than those set forth in Article 1 of this Agreement;
2. Expert witness services performed in preparing for and serving in connection with public hearings, litigation, arbitration, mediation, and/or negotiations;
3. Public or other presentations beyond those described in Basic Services;
4. Preparation of presentation materials for marketing or purposes other than in-progress approvals; construction of presentation models; or preparation of finish quality renderings for the Project;
5. Revisions to drawings previously provided by Consultant due to changes in the Projects' scope, budget or schedule; instructions that are inconsistent with written approvals or instructions previously given; or enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents;
6. Services related to ADA/accessibility/compliance issues for existing site improvements which may be triggered by the design services for new improvements contemplated by this Agreement;
7. Any consultation, drawings, reports and other work products related to permits, approvals and ordinances; or, review and processing of permits, approvals and ordinances with agencies or municipalities having regulatory controls over the development not described in Basic Services;
8. Providing work in connection with the services of a construction manager retained by the Client;
9. Preparing drawings, specifications, supporting data and providing other services in connection with change orders to the extent that the adjustment in the basic compensation resulting from the adjusted construction costs is not commensurate with the services required of the Consultant; providing such change orders are required by causes not solely within the control of the Consultant;
10. Providing services made necessary by the default of the contractor, or by major defects or deficiencies in the work of the contractor;
11. Preparation of as-built drawings;

ARTICLE 3. INFORMATION TO BE PROVIDED BY CLIENT

3.1 Client shall provide, in a timely manner, all criteria and full information regarding Client's requirements for, and limitations on, the Project, including without limitation:

1. Legal description and to-scale boundary survey of the property;
2. All deed restrictions, environmental restrictions, covenants, and all existing or pending municipal, county, state, and federal permits or approvals, and other pertinent information as required during the process;
3. Topographic survey including 1' contours (unless otherwise agreed by Consultant in writing), tree survey, drainage and flood plain locations, overlay zones or districts, environmental and geotechnical data, utilities, easements, rights-of-way and other existing or proposed physical improvements and impacts of the property. All files to be in AutoCAD format;
4. Financial/economic information setting forth the budget limitations for the Project;
5. A geotechnical investigation and report, including design recommendations, will be provided by the Client; and
6. Designate a representative to serve as the point of contact for the project.

ARTICLE 4. COMPENSATION

4.1 BASIC SERVICES

The Client shall compensate the Consultant as follows:

Lump Sum: Consultant's compensation shall include the lump sum of \$64,350.00 dollars for Basic Services (the "Basic Fee"), plus the total for Additional Services performed on an hourly basis at the rates set forth in Section 4.4, plus reimbursable expenses as set forth in Section 4.5. Consultant's total compensation for Basic Services shall be allocated among the various phases of the Project as set forth below and will be billed monthly based on percent of work complete for each phase of the Project, along with Additional Services and reimbursable expenses incurred during the billing period. The amounts indicated do not include amounts resulting from substantial change in the scope of the Project or services. The Client agrees to pay the Consultant the following fees for the Basic Services:

Task 01:	50% Construction Document Phase Services	
	01.1 - Landscape Architecture / Project Management	\$ 24,500.00
	01.2 – Irrigation	\$ 400.00
	01.3 – Civil Engineering	\$ 9,100.00
	01.4 – MEP	\$ 7,750.00
	01.5 – Structural Engineering	\$ 700.00
Task 02:	100% Construction Document Phase Services	
	02.1 - Landscape Architecture / Project Management	\$ 13,700.00
	02.2 – Irrigation	\$ 400.00
	02.3 – Civil Engineering	\$ 11,400.00
	02.4 – MEP	\$ 3,000.00
	02.5 – Structural Engineering	\$ 600.00
	Total Lump Sum Fee:	\$ 71,550.00

4.2 ADDITIONAL SERVICES

The Client shall pay the Consultant for authorized Additional Services performed, including fees and reimbursable expenses. Fees for Additional Services will be included as a separate item on the monthly billing statement.

4.3 INVOICING AND PAYMENT

Consultant will invoice Client monthly for Basic Services and Additional Services performed, and for reimbursable expenses incurred in accordance with the Terms and Conditions of this Agreement. Amounts invoiced are due and payable ten (10) days following the date of the invoice, at the office of **RVi, 1611 West 5th Street, Suite 175, Austin, Texas 78703**. Amounts remaining unpaid sixty (60) days following the date of the invoice shall bear interest at the rate of 12.0% per annum, or at the maximum legal rate allowable, which shall be calculated from the date of the invoice. In no event shall Consultant's failure to bill monthly constitute default under the Terms and Conditions of this Agreement. *Consultant retains the right to halt work pending receipt of any overdue payments, and the right to withhold delivery of final work product if Client does not comply with the payment terms above. Client shall pay all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred by RVi in connection with the collection of overdue accounts of Client.*

The Client's billing contact information is outlined in the attached exhibit "Client's Billing Contacts"

4.4 HOURLY RATES

The following hourly rates shall apply to the fees described herein and any Additional Services requested of the Consultant. The rates set forth below shall be adjusted in accordance with the normal salary review practices of the Consultant.

Principal	\$230.00 - \$350.00
Associate Principal	\$200.00 - \$275.00
Practice Director	\$165.00 - \$275.00
Project Director	\$165.00 - \$260.00
Project Manager	\$145.00 - \$250.00
Landscape Architect (PLA)/Planner (AICP)	\$155.00 - \$250.00
Designer/Planner/Intern	\$95.00 - \$225.00
Technical, Administrative	\$90.00 - \$200.00

4.5 REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses incurred by the Consultant in the interest of the Project. Reimbursable expenses include such items as telecommunications, reprographics, computer plots/mapping, deliveries, photography, reproductions; postage; automobile transportation; expenses in connection with out-of-town travel; special consultants; cost of maps, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; fees paid for securing approval of authorities having jurisdiction over the project; expense of any additional insurance coverage or limits including professional liability insurance requested by the Client in excess of that normally carried by the Consultant and the Consultant's sub-consultants and third-party consultant charges. Reimbursable expenses will be billed at 1.15 times direct cost to the Consultant.

ARTICLE 5. CHANGES

- 5.1 Changes. The Consultant and the Client may make changes to the Agreement at any time, but only by written amendment signed by both parties, or by Client's oral request confirmed by Consultant in writing (or email) indicating its acceptance. If such changes cause an increase or decrease in the Consultants' cost of, or time required for, performance of any services, Consultant shall be entitled to an equitable adjustment in compensation and/or completion time.
- 5.2 Regulatory Changes. In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under the Agreement after the date of execution of the Agreement, the increased or decreased cost of performance of the services provided for in the Agreement and subsequent Proposals shall be reflected in an appropriate written amendment to the Agreement.

ARTICLE 6. RESPONSIBILITIES OF THE PARTIES

- 6.1 Access. Client will provide Consultant with access to the Project site or to any other site as required by Consultant for performance of the Services.
- 6.2 Client shall designate a single person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Consultant's submissions, and give prompt written notice to Consultant whenever it observes or otherwise becomes aware of any defect in the work. If the Client retains a Construction Manager ("CM") for the Project, the Client shall clearly set forth the duties, responsibilities the CM has been assigned by the Client. The Consultant shall be entitled to rely upon the CM's decisions and directions.
- 6.3 Changed Conditions. Consultant shall have the authority to determine the continued adequacy of the Agreement in light of conditions first discovered or information first provided to Consultant after the execution of the Agreement. Should Consultant determine that the Agreement is no longer adequate in light of such conditions, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of the Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.
- 6.4 Permits. Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Project. Before Consultant performs the Services, Client will provide Consultant evidence satisfactory to Consultant that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Consultant copies of any such permits or any such notices, together with any other relevant information that will alert Consultant to the requirements of such permits, approvals, or notifications.
- 6.5 Other Information. Consultant may rely upon commonly used sources of data including but not limited to database searches, publicly available topographic information, GPS coordinates, demographics, and other public information as required. Consultant does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.
- 6.6 Site Visits. Unless otherwise specifically set forth in the Agreement or a fully executed written Amendment, Client-requested site visits are on an as-requested fee basis for the purpose of visual observation only for general conformance with the Landscape Construction Documents at the time of observation. Client has not retained the Consultant to make inspections or to provide periodic, continuous or exhaustive Project review and observation services. Consultant's site visits do not include any obligation to identify or notify Client of any jobsite safety issues. Consultant is not obligated to conduct any tests in connection with site visits. Consultant at all times reserves the right to make site visits solely for its own collection of information relevant to, and for the benefit of, the performance of its Services.
- 6.7 Construction Exclusion. Consultant's scope of work does not include, and Consultant shall have no authority or responsibility for supervising, directing, performing or controlling any contractor's work, or the means, methods, techniques, sequences, safety measures, or procedures of construction selected by any contractor or subcontractor. Accordingly, Consultant shall have no responsibility or liability for the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project, including, but not limited to, compliance with any applicable law.
- 6.8 No Warranty. Consultant and Client acknowledge and agree that Consultant makes no warranties, express or implied, regarding the Services provided in connection with the Project and that the Services provided by Consultant are in the nature of professional services, the essence of which are the provision of advice, judgment, opinion and professional skill.
- 6.9 Estimates of Probable Costs. Client and Consultant agree that any construction cost estimates provided by Consultant are solely for the purpose of providing information for use in revising the Instruments of Service, and that Consultant makes no warranty, express or implied, that any estimates will not differ from bids received from contractors or the negotiated cost of the work. Opinions of cost are based on the experience and judgment of Consultant and are merely opinions. Consultant does not warrant that actual costs will not vary from those opinions because, among other things, Consultant has no control over market conditions. If the fixed limit of construction cost is exceeded by the lowest bona fide bid or negotiated proposal by more than 20%, Consultant will at the Client's request, revise the Contract Documents to comply with the project budget at no additional charge. In any event, Consultant's modification of Instruments of Service shall be its sole responsibility and Client's sole remedy for any difference between Consultant's construction cost estimates and bids received or the negotiated cost of the work.

ARTICLE 7. TERMINATION

- 7.1 This Agreement may be terminated by either party, at any time prior to completion of Consultant's services, upon not less than seven days' written notice, should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination; provided however, that such notice shall state the reason(s) for termination, and such termination shall not be effective if the party to whom the notice is directed, within such seven-day period, fully cures its failure to perform.
- 7.2 If the Client fails to make payments to the Consultant in accordance with the Agreement, such failure shall be considered failure to substantially perform and cause for termination or, at the Consultant's option and upon not less than seven days' written notice, cause for suspension of performance of services without terminating the Agreement. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay, hindrance or damage caused the Client because of such suspension of services. The Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services before having to resume services.
- 7.3 If the Project is suspended or the Consultant's services are suspended for more than 90 consecutive days, the Consultant may terminate the Agreement by giving not less than seven days' written notice. Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.
- 7.4 This Agreement may be terminated by either party, without cause and for its convenience, at any time prior to completion of Consultant's services, upon not less than seven days' written notice to the other party. In the event that a termination by Consultant for cause is later determined to have been wrongful, then the termination shall be deemed a termination for convenience.
- 7.5 In the event of termination not the fault of the Consultant, the Client shall, within fifteen days following the termination, pay Consultant for all services performed prior to termination, together with reimbursable and sub-consultant expenses incurred before termination and all Termination Expenses. Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Consultant is not otherwise compensated, plus an amount for the Consultant's anticipated profit on the value of the services not performed by the Consultant. Client waives any and all claims, causes of action and damages that it has or may have against Consultant arising out of termination not the fault of the Consultant, including termination without cause.

ARTICLE 8. LIMITATIONS OF LIABILITY

- 8.1 Limitation of Liability. Client and Consultant have considered the relative risks and benefits of the Project to both Client and Consultant, and agree to allocate risks such that, to the fullest extent permitted by the law, the total liability of Consultant, its directors, officers, partners, employees, subconsultants and subcontractors (the "Limited Parties"), to Client for any and all injuries, claims, losses, expenses (including attorney's fees and costs), or damages of any nature whatsoever, shall be limited such that the total aggregate liability of the Limited Parties shall not exceed the Consultant's total compensation received for services rendered and reimbursable expenses incurred in connection with the Project. This limitation shall apply to any and all liabilities and causes of action, however alleged or arising and regardless of the nature of the fault, unless otherwise prohibited by law. To the extent that any portion of this limitation is prohibited by law, such prohibited portion shall be deemed excluded from this provision, and the remainder shall remain in effect. Moreover, Client further acknowledges and understands that accessibility standards, guidelines and requirements are subject to varying interpretations, and as such, Client hereby expressly waives all claims, causes of action, liabilities and damages arising out of or in any way related to non-compliance with any and all accessibility standards, guidelines and requirements, including, without limitation, those promulgated through, by or under the Americans with Disabilities Act ("ADA"), the Fair Housing Act ("FHA"), and any of their state counterparts.
- 8.2 Waiver of Special/Consequential Damages. Notwithstanding any other provision of this Agreement, Client and Consultant agree that neither party, nor their respective directors, officers, employees shall in any event be liable to the other for any punitive, special, incidental, or consequential damages, including, without limitation, damages incurred for lost business opportunity or profits, arising out of or relating to the Agreement or the Project, the same being hereby expressly waived by both parties. This waiver shall apply to any and all causes of action, however alleged or arising and regardless of the nature of the fault or whether it was committed by the Client or by Consultant.
- 8.3 Delays. Consultant is not responsible for delays or hindrances caused by factors beyond Consultant's reasonable control, including but not limited to delays and hindrances resulting from strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Consultant's Services or work product or respond to Consultant's inquiries promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays occur, the Client agrees Consultant is not responsible for damages, nor shall Consultant be deemed to be in default of the Agreement. To the extent necessary as caused by any delay, Consultant shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.
- 8.4 Project Enhancement. If, due to Consultant's error or omission, any required item or component of the Project is omitted from Consultant's documents, Consultant shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Consultant be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

ARTICLE 9. RELATIONSHIP OF PARTIES

- 9.1 Independent Contractor. It is understood that the relationship of Consultant to Client shall be that of an independent contractor. Neither Consultant nor employees of Consultant shall be deemed to be employees of Client.
- 9.2 No Fiduciary Duty. Client recognizes that neither Consultant nor any of Consultant's subconsultants or subcontractors owes any fiduciary responsibility to Client.
- 9.3 Corporate Services. Client agrees that Consultant has entered the Agreement in its corporate capacity, and that all services are provided by Consultant in its corporate capacity. Client agrees that it shall look solely to Consultant in its corporate capacity and not to any of Consultant's directors, officers, partners or employees in any individual capacity with respect to obtaining any remedy.
- 9.4 No Third-Party Beneficiaries. Consultant's work product, including without limitation all services and all Instruments of Service that are provided in connection with the Project, are intended solely for the benefit and exclusive use of the other party, and any benefits arising out of those obligations or any other services performed by Consultant in connection with the Project that may accrue to third parties are entirely incidental. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party. There are no intended third-party beneficiaries to the Agreement.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 Merger. The Agreement, including any attachments, represents the entire and integrated agreement between the Client and the Consultant. The Agreement supersedes all prior negotiations, representations or agreements, whether written or oral, and the same shall have no force or effect. The Agreement may be amended only by written instrument signed by both Client and authorized representative Consultant.
- 10.2 Execution. This Agreement may be executed in any number of multiple counterparts, all of which taken together shall constitute one and the same agreement.
- 10.3 Lien Rights. Client grants to Consultant a contractual lien, in addition to all constitutional, statutory and equitable liens that may exist, on the real property identified in the Agreement as the Project location, and on all improvements thereon, to secure payment for all debts owed, now or in the future, to Consultant by Client, arising from services provided and reimbursable expenses and sub-consultant costs incurred by Consultant in connection with the Project. Client grants Consultant the authority and right to file a copy of the Agreement in the Deed Records of the county or counties where the Project is located to give notice of Consultant's lien rights. If Client is not an owner of the real property or improvements at the Project location, then Client hereby assigns to Consultant, to the extent of Consultant's services on the Project, Client's lien rights under the relevant state law, including without limitation, Chapter 53 of the Texas Property Code.
- 10.4 Instruments of Service.
1. All designs, drawings, specifications, documents, calculations, and other work products, whether in hard copy or electronic form, prepared by the Consultant are Instruments of Service, and such Instruments of Service, as well as the concepts, designs, and ideas expressed in the Instruments of Service are for use solely with respect to the Project. The Consultant is deemed the author and owner of the Instruments of Service, regardless of whether or not services are completed, and Consultant shall retain all common law, statutory and other reserved rights, including copyrights.
 2. Upon full payment by Client to Consultant under this Agreement Consultant grants to the Client a non-exclusive license to reproduce and utilize the Consultant's Instruments of Service: (i) to complete the development or construction of the Project, as applicable; (ii) for reference in operating, maintaining and repairing the Project; and (iii) for reference in undertaking any future alteration, improvement, addition or renovation of the Project. Absent full payment by Client under this Agreement, Consultant grants no rights in Instruments of Service.
 3. Reuse, change or alteration of Instruments of Service by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Consultant. ANY SUCH REUSE, CHANGE OR ALTERATION BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE CONSULTANT, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONSULTANTS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR CONSULTANT'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH REUSE, CHANGE OR ALTERATION.
- 10.5 Attorney's Fees. Client shall pay Consultant, in addition to any other amounts found to be owing, all costs of collection arising from unpaid invoices, including reasonable attorney's fees.
- 10.6 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 10.7 Venue. Consultant and Client agree that the venue of any action under the Agreement shall be exclusively in the jurisdiction of the Consultant office in which the work was performed.
- 10.8 Severability. If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

- 10.9 Construction of Agreements. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.
- 10.10 Successor and Assigns. Neither Client nor Consultant shall assign, sublet, or transfer this interest in the Agreement without the written consent of the other. Client's representative signing Agreement warrants that he or she has full authority to bind Client to the Agreement. Nothing in this provision restricts Consultant's ability to hire subcontractor(s) in connection with the services to be provided.
- 10.11 Dispute Resolution. Other than a dispute arising from alleged non-payment, all claims, disputes or other matters in question arising out of or related to the Agreement or the services provided thereunder ("Disputes") shall be resolved in accordance with the dispute resolution procedures set forth herein. Specifically, unless both parties agree to waive the requirement in writing, all Disputes shall be subject to non-binding mediation as a condition precedent to the institution of arbitration or any other legal proceedings by either party.
1. Mediation. The Client and Consultant shall endeavor to resolve all Disputes between them by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlements agreements in any court having jurisdiction thereof. If a Dispute relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.
 2. Arbitration. All claims, disputes and other matters in question arising out of or related to the Agreement or the services provided thereunder and not resolved first through mediation shall be decided by binding arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to the Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- 10.12 Survival of Provisions. Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Consultant and of Client which would otherwise survive termination of the Services.
- 10.13 Texas Board of Architectural Examiners. To the extent that this Agreement includes landscape architectural services, under Chapter 1052 of the Texas Occupations Code, the Texas Board of Architectural Examiners - 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3945, telephone (512) 305-9000 - has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas.
- 10.14 For projects in North Carolina: Services in North Carolina are contracted through and provided by Atwell, PLLC dba RVI Planning + Landscape Architecture under North Carolina C-661.

ARTICLE 11. APPROVED AND ACCEPTED

Client approves and accepts the Agreement and authorizes Consultant to commence work upon Consultant's receipt of the properly executed and signed Agreement and specific amendments. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Consultant extends the time in writing; or (2) at the sole option of Consultant, Consultant accepts Client's oral, email or other written authorization to proceed with services, in which event the terms of the authorization shall be deemed to include all the terms of this Agreement. Consultant's performance of the services under such authorization shall be in reliance on the inclusion and incorporation of all the terms of the Agreement in the authorization.

RVI Planning + Landscape Architecture, Inc.

Town of Lauderdale-By-The-Sea

Signature: 
 Printed Name: Alex Fenech, PLA
 Title: Vice President
 Date: February 26, 2026

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____



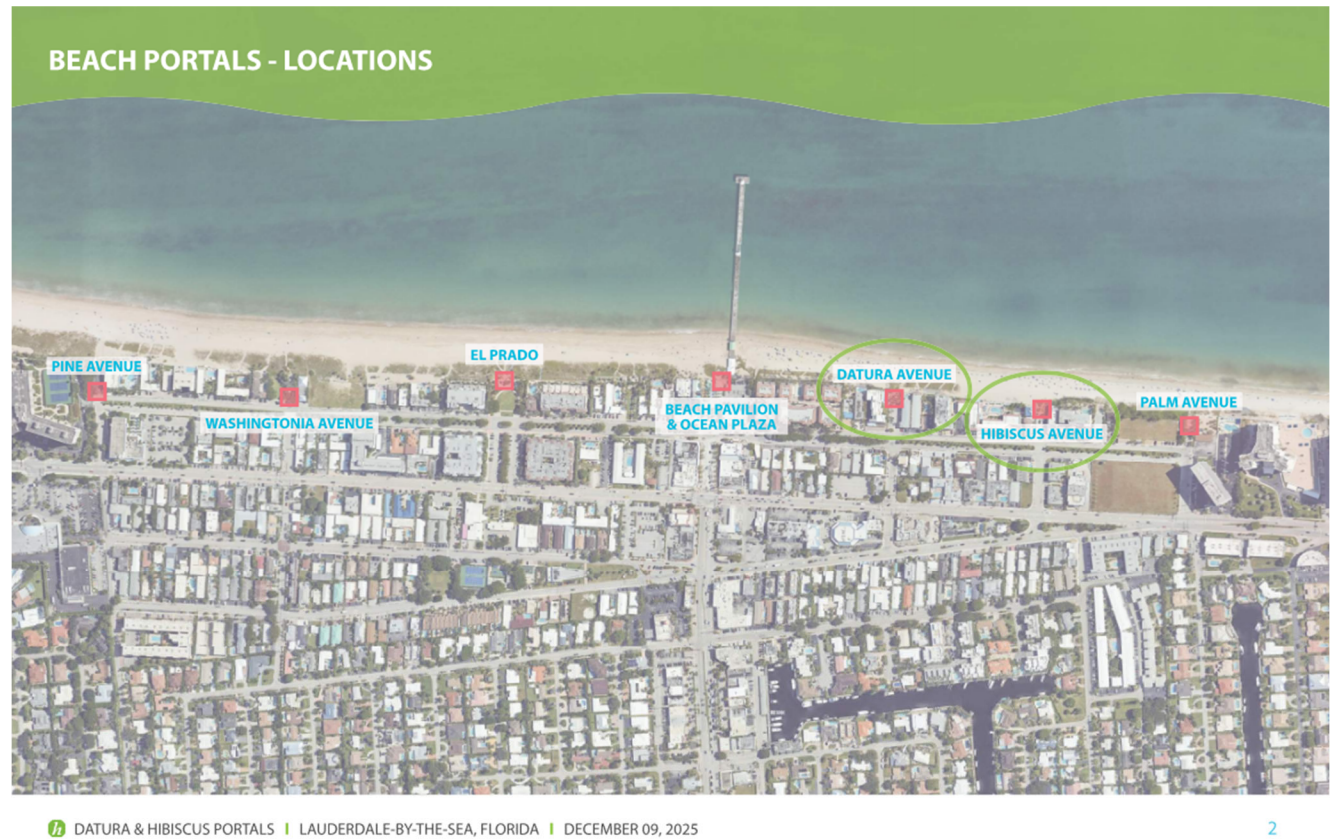
CLIENT'S BILLING CONTACTS

Monthly invoices will be sent **by email** per the information provided by the Client below:

Name:	<u>Ken Rubach</u>
Title:	<u>Town Manager</u>
Invoicing address:	<u>4501 N. Ocean Drive</u>
Telephone Number:	<u>954-275-0908 (mobile)</u>
Fax Number:	<u>n/a</u>
Email Address:	<u>KenR@lbts-fl-gov</u>
Due date for timely processing of invoices:	<u>28th of the month</u>

If a special invoice is required, please attach a sample to the executed Professional Services Agreement.

EXHIBIT A: LIMIT OF WORK





Town Commission Agenda Item Report

Meeting Date: March 10, 2026

Submitted By: Richard DeNapoli, Commissioner

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2026-04: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, EXPRESSING SUPPORT FOR THE FLORIDA LEGISLATURE'S ENROLLED BILL CS/HB33, APPROVING AND SUPPORTING THE CONSTRUCTION OF MARKERS ON A PORTION OF COMMERCIAL BOULEVARD IN LAUDERDALE-BY-THE-SEA IN HONOR OF PRESIDENT DONALD J. TRUMP AS "PRESIDENT DONALD J. TRUMP BOULEVARD"; AND REMOVING THE "PRESIDENT DONALD J. TRUMP DRIVE" CODESIGNATION OF SEA GRAPE DRIVE AT COMMERCIAL BOULEVARD AND RELATED TOWN SIGNAGE IF THE STATE INSTALLS "PRESIDENT DONALD J. TRUMP BOULEVARD" MARKERS ALONG COMMERCIAL BOULEVARD, RECOGNIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION AS THE AGENCY RESPONSIBLE FOR THE STATE DESIGNATION MARKERS; PROVIDING FOR AUTHORIZATION; IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation:

Commissioner DeNapoli has submitted a request for a Resolution proposing the following:

1. Prospectively approve and support the Florida Legislature's bill supporting the construction of markers on a portion of Commercial Boulevard (a State road) in Lauderdale-By-The-Sea as "President Donald J. Trump Boulevard" in honor of President Donald J. Trump; as required by statute prior to construction; and
2. Contingent upon the installation and erection of said (State) markers along the designated portion of Commercial Boulevard within the Town, to remove existing municipal co-designation signage for "President Donald J. Trump Drive" located at the intersection of Sea Grape Drive and Commercial Boulevard

The Florida Legislature has passed legislation (presently stylized as of the date of this Resolution as "Enrolled CS/HB 33") to erect suitable markers so "That portion of S.R. 870/Commercial Boulevard between W Tradewinds Avenue and the eastern terminus of Commercial Boulevard in Broward County is designated as "President Donald J. Trump Boulevard." Section 334.071(3), Florida Statutes, requires a local municipality to approve by Resolution State road honorary designation markers within its jurisdictional limits prior to their

construction. This honorary designation legislation is for markers wholly within the Town limits of Lauderdale-By-The-Sea. These State markers are generally freestanding and brown and yellow in color as shown in the picture below. This Resolution would approve and support these State markers, which the Florida Department of Transportation will be responsible for the design, construction, and maintenance.

This Resolution also provides that contingent upon these State honorary designation markers being erected and installed along Commercial Boulevard, the local Town signage which is the green-in-color signage presently at Sea Grape Drive and Commercial Boulevard on the mast arms over Commercial Boulevard referencing Sea Grape Drive with the secondary co-designation of "President Donald J. Trump Drive" (as shown in the picture below) shall be then immediately removed and replaced with the form of signage in place prior to the secondary co-designation of Donald J. Trump Drive.

There is included a draft resolution. Prospectively effective and contingent actions by the Commission are valid.

Please Note: The Legislature may designate a transportation facility, such as a bridge or a portion of a road, for honorary or memorial purposes or to distinguish a particular facility. Legislative designations do not officially change the existing names of facilities and may not require local governments or private parties to change street signs, mailing addresses, or 911 emergency telephone number system listing.

Example of State Signage/Markers to be Installed/Erected:



Image of Existing Signage to be Removed (Contingent):



Recommendation: Consider Resolution 2026-04

Exhibits:

1. Resolution 2026 Approve Donald Trump Boulevard Contingent Remove Drive Final

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A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, EXPRESSING SUPPORT FOR THE FLORIDA LEGISLATURE’S ENROLLED BILL CS/HB33, APPROVING AND SUPPORTING THE CONSTRUCTION OF MARKERS ON A PORTION OF COMMERCIAL BOULEVARD IN LAUDERDALE-BY-THE-SEA IN HONOR OF PRESIDENT DONALD J. TRUMP AS “PRESIDENT DONALD J. TRUMP BOULEVARD”; AND REMOVING THE “PRESIDENT DONALD J. TRUMP DRIVE” CODESIGNATION OF SEA GRAPE DRIVE AT COMMERCIAL BOULEVARD AND RELATED TOWN SIGNAGE IF THE STATE INSTALLS “PRESIDENT DONALD J. TRUMP BOULEVARD” MARKERS ALONG COMMERCIAL BOULEVARD, RECOGNIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION AS THE AGENCY RESPONSIBLE FOR THE STATE DESIGNATION MARKERS; PROVIDING FOR AUTHORIZATION; IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, Donald J. Trump served as the 45th President of the United States from 2017 through 2021, and in November 2024, he became only the second president in United States history to be reelected to a second, non-consecutive term as president, and currently serves at the 47th President of the United States; and

WHEREAS, the United States thrived under President Trump's leadership; and

WHEREAS, among his many accomplishments, President Trump signed into law the Tax Cuts and Jobs Act, which was one of the largest tax cuts and tax reform bills in American history, and the “One Big Beautiful Bill Act,” of 2025 which makes many tax cuts permanent; and

WHEREAS, President Trump’s economic policies led to record-low unemployment rates, reaching a multi-decade low of 3.5 percent in early 2020; and

36 **WHEREAS**, President Trump also bolstered the country’s military branches around the
37 world and launched the United States Space Force in 2019; and

38 **WHEREAS**, under President Trump’s leadership, in September 2020 he brokered the
39 signing of the Abraham Accords, normalizing relations between Israel and several Arab nations
40 and fostering unprecedented cooperation and stability in the Middle East; and

41 **WHEREAS**, President Trump also worked to restore democracy and the rule of law across
42 the world, issuing sanctions against Cuba, Venezuela and Nicaragua aimed at weakening Cuba’s
43 communist regime and ended the rule of corrupt Venezuelan President Nicolas Maduro; and

44 **WHEREAS**, the Broward County Republican Party, also known as the Broward
45 Republican Executive Committee, has long maintained its office on the corner of Commercial
46 Boulevard and Sea Grape Drive; and

47 **WHEREAS**, there is a long tradition in Broward County where streets are named after
48 Presidents, including the City of Hollywood, which has 27 streets named after US Presidents, from
49 George Washington to Calvin Coolidge; approved during the term of Calvin Coolidge; the City of
50 West Park has a “Barack Obama Boulevard”, erected during his first term as President; the state
51 legislature designated Florida's Turnpike the Ronald Reagan Turnpike while President Reagan was
52 living; there is a George Bush Boulevard in Delray Beach in Palm Beach County, approved during
53 the term of President George H.W. Bush; Miami-Dade recently authorized the co-designation of
54 Palm Avenue in Hialeah as “President Donald J. Trump Avenue;” the Florida
55 Legislature approved an honorary designation of "President Donald J. Trump Boulevard" for parts
56 of Southern Boulevard in Palm Beach County in 2025; and on August 9, 2025, the Palm
57 Beach County Commission approved a unanimous resolution to support the honorary designation
58 of "President Donald J. Trump Boulevard" for parts of Southern Boulevard; on September 9, 2025,

the Town of Palm Beach approved a unanimous resolution to support the honorary designation of "President Donald J. Trump Boulevard" for parts of Southern Boulevard; on September 10, 2025, the Town of Lauderdale-By-The-Sea approved the co-designation of Sea Grape Drive as "President Donald J. Trump Drive"; and on December 8, 2025, West Palm Beach approved a resolution to support the honorary designation of "President Donald J. Trump Boulevard" for parts of Southern Boulevard; and

WHEREAS, the Florida Legislature recently passed legislation (presently Enrolled CS/HB 33 as of the date of this Resolution), to erect suitable markers so "That portion of S.R. 870/Commercial Boulevard between W Tradewinds Avenue and the eastern terminus of Commercial Boulevard in Broward County is designated as "President Donald J. Trump Boulevard." This legislation will become effective as of July 1, 2026, if signed by Florida's Governor; and

WHEREAS, this honorary designation by the Florida Legislature of a "President Donald J. Trump Boulevard" is wholly within the Town of Lauderdale-By-The-Sea, and Florida Statute Section 334.071(3) requires that the Town of Lauderdale-By-The-Sea pass a resolution in support of any proposed honorary designation markers within the jurisdictional limits of the Town of Lauderdale-By-the-Sea prior to their construction; and

WHEREAS, this Resolution is being voted upon prospectively in advance of Florida's Governor approving the legislation to erect suitable markers on Commercial Boulevard within the jurisdictional limits of the Town of Lauderdale-By-The-Sea (the "Town"), and this Resolution becomes effective as of July 1, 2026, provided that the Governor signs the legislation; and

WHEREAS, the Town Commission in this Resolution authorizes and supports the honorary designation markers referenced in the Florida Legislature's legislation for "President

Donald J. Trump Boulevard” on Commercial Boulevard within the jurisdictional limits of
Lauderdale-By-The-Sea as indicated; and requests that Florida’s Governor signs the legislation;
and

WHEREAS, this Resolution also authorizes the removal of the existing municipal
secondary co-designation signage for “President Donald J. Trump Drive” located at the
intersection of Sea Grape Drive and Commercial Boulevard, contingent upon and effective only
upon the occurrence of all of the following events:

A) The Governor of the State of Florida signs into law state legislation designating a portion of
Commercial Boulevard (a State Road) in Lauderdale-By-The-Sea as “**President Donald J. Trump**
Boulevard.”; AND

B) All required approvals for the installation of the state-designated roadway markers are
granted by the appropriate agencies and authorities having such jurisdiction over these
markers; AND

C) The official state roadway markers designating “**President Donald J. Trump Boulevard**”
are installed and erected along the designated portion of Commercial Boulevard within the
Town of Lauderdale-By-The-Sea.

Upon the occurrence of all of the above conditions referenced in A, B, and C above, the
Town’s existing municipal co-designation signage at Sea Grape Drive and Commercial Boulevard
(i.e., the green-in-color signage presently at Sea Grape Drive and Commercial Boulevard on
the mast arms over Commercial Boulevard referencing Sea Grape Drive with the secondary
co-designation of President Donald J. Trump Drive) shall be then immediately removed and
replaced with the form of signage in place prior to the enactment of Town Resolution 2025-42,
and then only the State Road markers for “**Donald J. Trump Boulevard**” shall remain; and

105 **WHEREAS**, Commercial Boulevard is within Florida Department of Transportation’s
106 (FDOT’s) jurisdictional limits, and FDOT will be responsible for the design, construction, and
107 maintenance of the honorary designation markers for it; and

108 **WHEREAS**, the Town Commission finds that it is in the best interests of the Town to
109 approve the honorary designation of President Donald J. Trump Boulevard, effective upon the
110 Governor’s signing such legislation into law, and to remove the Town’s municipal secondary co-
111 designation signage provided all the occurrences referenced above occur.

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

114 **Section 1. Recitals.** The foregoing recitals are hereby ratified and confirmed.

115 **Section 2. Approval.** The Town Commission approves the Florida Legislature’s
116 honorary designation of a portion of Commercial Boulevard as “President Donald J. Trump
117 Boulevard,” effective immediately upon Florida’s Governor signing the legislation into law.

118 **Section 3. Contingent Direction to Remove Town Sign.** The Town Commission
119 directs that contingent upon and effective only upon the occurrence of all of the following
120 events, namely: A) The Governor of the State of Florida signs into law state legislation
121 designating a portion of Commercial Boulevard (a State Road) in Lauderdale-By-The-Sea as
122 “President Donald J. Trump Boulevard.”; AND B) All required approvals for the installation of
123 the state-designated roadway markers are granted by the appropriate agencies and authorities
124 having such jurisdiction over these markers; AND C) The official state roadway markers
125 designating “President Donald J. Trump Boulevard” are actually installed and erected along the
126 designated portion of Commercial Boulevard within the Town of Lauderdale-By-The-Sea; then
127 the Town’s existing municipal co-designation signage at Sea Grape Drive and Commercial

Boulevard (i.e., the green-in-color signage presently at Sea Grape Drive and Commercial Boulevard on the mast arms over Commercial Boulevard referencing Sea Grape Drive with the secondary co-designation of President Donald J. Trump Drive) shall be then immediately removed and replaced with the form of signage in place prior to the enactment of Town Resolution 2025-42, and then only the State Road markers for “Donald J. Trump Boulevard” shall remain.

Section 4. Distribution. The Town Commission directs the Clerk of the Town to transmit a certified copy of this Resolution to Florida’s Governor and all those required by law to receive such notification, (including but not limited to the following, as needed: to the Mayor and Town Commission, the United States Postal Service, the Traffic Signals and Signs Division of the Department of Transportation and Public Works, the Development Services Division of the Regulatory and Economic Resources Department, the Town Police Department and the Town Fire Department.)

Section 5. Implementation. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution, including modifications or alternatives that may be required by agencies having jurisdiction over the intersection and its surrounding area. The Town Manager will coordinate with FDOT for sign design and placement.

Section 6. Effective Date. This Resolution shall become effective according to the timeframes set herein.

PASSED AND ADOPTED this _____ day of March 2026.

Mayor Edmund Malkoon

152 Attest:

153

154

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156

157 _____
158 Courtney Easley, Acting Town Clerk
159 (CORPORATE SEAL)

160

161 APPROVED AS TO FORM:

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Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: March 10, 2026

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

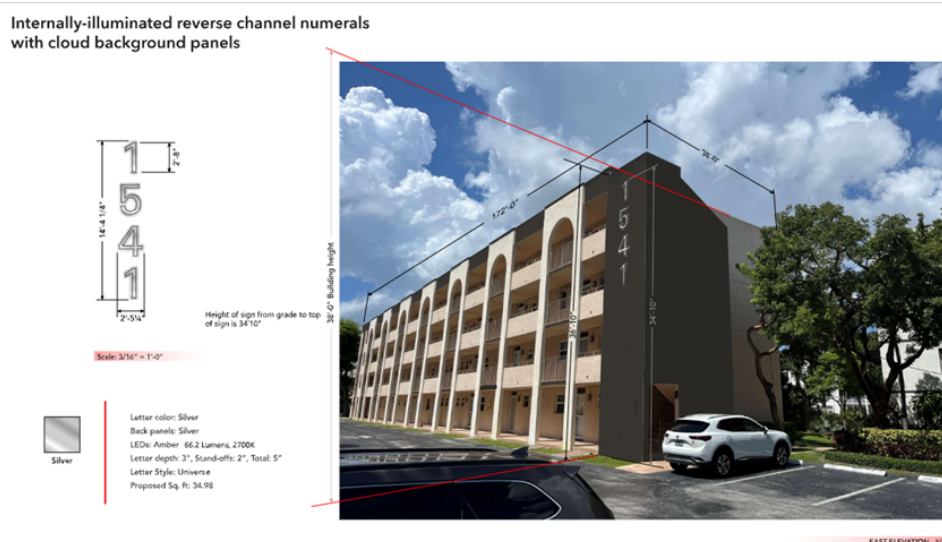
Item Type: Quasi Judicial Public Hearings

Agenda Section: QUASI JUDICIAL PUBLIC HEARINGS

Subject Title: Application Number: 2025-CUS-01: Pursuant to Chapter 30, "Unified Land Development Regulations," Article VIII, "Sign Regulations," Section 30-502(d)(4), "Exempt Signs," of the Town's Code of Ordinances ("Town Code"), the Applicant has requested a Conditional Use Permit (2025-CUS-01) to allow installation of a new Mid-Century Modern style sign including address numbers measuring two (2) feet, eight (8) inches in height where the code provides for a (6) inch maximum letter height, and a sign totaling 34.98 square feet in sign area, where the code does not allow for address signs to exceed two (2) square feet in sign area in the RM-25 Zoning District for the property located at 1541 S Ocean Blvd.

Explanation: The Town Commission established Mid-Century Modern as the Town's preferred architectural style in 2011. To support the Mid-Century Modern style, the Commission also established a process in Sec. 30-510 of the Town code (**Exhibit 1**) to approve new Mid-Century Modern style signs that exceed the code requirement.

Figure 1 — Proposed Sign



Gardens by the Sea is located at 1541 S. Ocean Blvd. (the "Applicant"). The property owner's representative, Art Sign Company, applied **(Exhibit 2)** for the Conditional Use Sign on July 10, 2025, to permit the proposed sign (Figure 1), which is to be located on the southeast corner of the building. The sign exceeds the maximum permitted letter/number height of six (6) inches and the maximum allowable sign area of two (2) square feet pursuant to Code Section 30-502(d)(4). The proposed letter/number height is two (2) feet eight (8) inches (2'-8"), resulting in an increase of two (2) feet two (2) inches (2'-2") above the maximum permitted height. The proposed sign area is 34.98 square feet, which exceeds the maximum allowable area of 32.98 square feet.

Citizen Participation Meeting

On February 5, 2026, the Applicant, Art Sign Company Inc., conducted a Citizen Participation meeting in accordance with Section 30-114 of the Town Code and provided the Town with a summary of the meeting **(Exhibit 3)**. Notice of the Town Commission meeting was sent to all neighboring residents within a 300-foot radius of the project. The property was also posted and notice of the application was also posted on the Town's website pursuant to Town Code Sec. 30-139 – Notice of Public Hearings. No inquiries regarding the application were received and after an explanation and presentation of the project, there was no objection to the request.

Staff has reviewed the application and determined that it is eligible for a Section 30-502 waiver **(Exhibit 4)**. The Town's consulting architect, Arthur Marcus, reviewed the application and found that the submittal has characteristics of Mid-Century Modern architectural style and therefore qualifies for the exemption **(Exhibit 5)**. The characteristics of the proposed sign that meets the Mid-Century Modern architectural style are:

1. The use of colors
2. Singularity of design
3. Lettering Size

The relief requested by the applicant is shown in Table 1.

Table 1

	Code Maximum	Request	Difference
Total Square Footage	2'	34.98'	32.98'
Letter Size	6"	2'8"	2'2"
Facade Coverage	15%	0.552%	14.465%

Staff supports the proposed sign, finding that it incorporates Mid-Century Modern design elements consistent with the Town's architectural standards and that its scale is proportionate to the building's façade. The subject wall measures approximately 38 feet in height and 172 feet in length. The proposed sign will constitute approximately 0.535% of the total façade area, which is substantially below the maximum 15% façade coverage permitted by the Code.

The sign is proposed to be installed at a height of 34 feet–10 inches, which is below the maximum allowable height of 35 feet. The sign will be illuminated, and final lighting specifications will be reviewed at the time of building permit to ensure compliance with applicable Code requirements and to prevent light spillage or excessive glare.

Recommendation: Staff recommends approval of the attached Development Order (**Exhibit 6**), which approves the wall sign with the following conditions:

1. The sign shall be in the form, size and font as provided in the sign drawing.
2. Individual letter height shall not exceed 2 feet 8 inches.
3. The total approved sign square footage shall not exceed 34.98 square feet.
4. The façade coverage shall not exceed 0.552%
5. This conditional use waiver permit is specific to this sign and any other signage for this building would be required to comply with the sign code at the time of the application.
6. The sign shall meet all requirements of the Florida Building Code, and the applicant shall secure a building permit within six (6) months of the development order approval.

Exhibits:

1. Exhibit 1 - Sec. 30-510. - Landmark and Mid-century Modern Signs
2. Exhibit 2 - Conditional Use Sign Application
3. Exhibit 3- CP Meeting Summary
4. Exhibit 4 - Sec. 30-502. - Exempt signs.
5. Exhibit 5 - Architectural Review Approval - 2025-CUS-01
6. Exhibit 6 - Development Order - 2025-CUS-01

Sec. 30-510. - Landmark and Mid-century Modern signs.

- (a) *Landmark signs.* The Town Commission may, following a public hearing, grant a waiver of the Town Code related to signage for a landmark business upon a finding that the waiver requested or approved is the minimum waiver necessary to provide for signage consistent with, but not necessarily identical to, signage historically utilized in the Town which maintains the landmark identity and character of the business and Town.
 - (1) A business may be designated as a landmark business by the Town Commission following a public hearing.
 - (2) The designation of a landmark is a function of not just a building, but the business within that building that has created a unique sense of place that is significant and prominent in the identity and history of the Town. A landmark business designation is unique to the designated business at the designated location. Neither the business nor the location independently shall be considered a landmark business.
 - (3) The Town Commission may designate by resolution a business as a landmark business upon application by the business owner and consideration of the following factors:
 - a. History of operation for a minimum of 35 years at the same location; and
 - b. Establishment of an identity and business awareness of such character and reputation as to be considered an identifiable landmark within the Town.
- (b) *Mid-century Modern signs.*
 - (1) *Existing Mid-century Modern style signs that do not meet the requirements of this article.* An application may be filed for administrative review, or with a site plan application, for the replacement of an existing Mid-century Modern style on-premise sign that meets the requirements of [section] 30-9 and the Town ADS but does not meet the requirements of this article, provided existing non-conformities are not increased.
 - (2) *New Mid-century Modern style signs.* An application may be filed for a conditional use permit or as part of a site plan application for a new Mid-century Modern style permanent on-premise sign, for a Mid-century Modern style building, that does not meet the requirements of this article. All signs proposed on the building shall be consistent in style. As part of a conditional use or site plan review, the Town Commission may waive any of the requirements of these sign regulations upon a finding that the proposed sign complies with the Mid-century Modern architectural style as addressed in section 30-51, architectural review standards, of this Code and the Town's architectural design guidelines.

(Ord. No. 2012-04, § 2, 3-27-2012; Ord. No. 2013-07, § 2, 8-20-2013; Ord. No. 2014-13, § 2, 10-28-2014; Ord. No. 2015-21, § 2, 12-8-2015; Ord. No. 2020-04, § 2, 4-14-2020)

LAUDERDALE•BY•THE•SEA

Universal Development Application



4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308

(954)-640-4210

ZONING@LBTS-FL.GOV

M-F 8:30-4:30 PM

Administrative Purpose

Application Number: 2025-CUS - 01

BTR #: N/A

Date Application Submitted: 7/10/2025

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: \$ 125.00

Cost Recovery Fee: _____

In accordance with Section 30.111-30.113 of the Town's Unified Land Development Regulations: Development applications are required to be provided before any development permit is issued. Please refer to the Town's website to obtain a copy of the corresponding Application Checklist and Fee Schedule.

Check appropriate application and block:

- | | |
|---|---|
| ☐ Appeal of Administrative Decision | ☐ Historic Designation |
| ☐ Site Plan | ☐ Certificate of Appropriateness |
| ☐ Site Plan Level 1 Modification | ☐ Zoning Relief |
| ☐ Site Plan Level 2 Modification | ☐ Rezoning |
| ☒ Conditional Use <u>SIGN</u> | ☐ Right-of-Way Vacation |
| ☐ Conditional Use Modification _____ | ☐ Comprehensive Plan Amendment |
| ☐ Administrative Adjustment _____ | ☐ Payment in Lieu of Parking |
| ☐ Variance _____ | ☐ Parking Reduction _____ |
| ☐ Plat _____ | ☐ Other: _____ |
| ☐ Architectural Review _____ | |

Project Name: Gardens by the Sea Address Numbers

Folio Numbers: 494307000063

Street Address: 1541 S Ocean Dr Lauderdale by the Sea FL 33062

Legal Description: 7-49-43 GOVT LOT 1 S 300 OF N 3450, MEASURED FROM C/L SEC 6 LYING W OF ST RD A1A, LESS PT IN GARDEN BY THE SEA SOUTH CONDO

Name of Property Owner: GARDENS BY THE SEA S CONDO ASSN Property Owner's Phone #: _____

Address of Property Owner: 1541 S OCEAN BLVD LAUDERDALE BY THE SEA, FL 33062

Property Owner's Email Address: _____

Name of Applicant: Art Sign Company Applicant's Phone #: 954-644-2011

Applicant's Address: 835 NW 6 Ave Ft Lauderdale FL 33311

Applicant Email Address: denlsewilliams123@att.net

Name of Agent (e.g. Contractor Representing the Project): Melissa Weatherwax

Agent's Email Address: denisewilliams123@att.net Agent's Phone #: 954-644-2011

Agent's Address: 835 NW 6 Ave Ft Lauderdale FL 33311

Land Use Plan Designation: 09 - Residential Common Elements/Areas Zoning District: Comm/Res

Existing Use of the Subject Property: 09 - Residential Common Elements/Areas

Proposed Use of the Subject Property: 09 - Residential Common Elements/Areas

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

John Mackintosh (Applicant/ Property Owner) hereby waive my rights as to the required review time stated in House Bill 7103 as it relates to time limits to review applications for approval of a development permit or development order.

Print Name of Property Owner: John Mackintosh Date: 23-June-2025

Signature of Property Owner: John Mackintosh

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner GARDENS BY THE SEA S CONDO ASSN

Print Name of Property Owner: John Mackintosh Date: 23-June-2025

Signature of Property Owner: John Mackintosh

State of Florida:

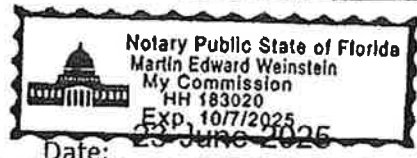
County: BROWARD

SWORN AND SUBSCRIBED before me by means of ☐ physical presence or ☒ online notarization, this day 23 of JUNE, 20 2025

The person signing is ☒ personally known to me or has ☐ produced identification

Print Notary Name: MARTIN WEINSTEIN My Commission Expires: OCTOBER 7th 2025

Notary Signature: Martin Weinstein



Applicant Art Sign Company, Melissa Weatherwax

Print Name of Property Owner: John Mackintosh Date: 23-June-2025

Signature of Property Owner: John Mackintosh

State of Florida:

County: BROWARD

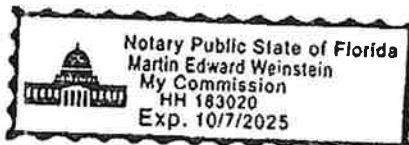
SWORN AND SUBSCRIBED before me by means of physical presence or ☒ online notarization, this day

23 of June, 2025

The person signing is ☒ personally known to me or has ☐ produced identification

Print Notary Name: MARTIN WEINSTEIN My Commission Expires: 10/7/2025

Notary Signature: [Signature]



Gardens By-The-Sea Condo

Application 2025-CUS-01: Conditional Use Sign

CITIZEN PARTICIPATION MEETING 2/5/26

ART SIGN CO

artsignfl.com | 954.763.4410 | 835 NW 6th Ave, Fort Lauderdale, FL 33311

TABLE OF CONTENTS

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Participation Meeting Summary	4
Attendees List	4
Attendees Sign-in Sheet	5
Project Presentation	6-10

PERMITTING

Contact: 954.763.4410 ext. 103

Email: melissa@artsignfl.com & denisewilliams123@att.net

ART SIGN CO

artsignfl.com | 954.763.4410 | 835 NW 6th Ave, Fort Lauderdale, FL 33311

PROJECT OVERVIEW & PURPOSE

ADDRESS: 1541 S OCEAN BLVD

As per code section of 30-502 (d)(4)(a) for this request:

We are proposing 2'8" address numbers where code allows for 6". Numerals will have the Mid-Century font of Univers in silver. The address numerals will be installed on the east elevation and will have Amber LED illumination to comply with turtle regulations.

No other existing signs are on building.

As per code section 6-5. (c) Lighting fixtures or features shall not generate excessive light levels, cause glare, or direct light beyond the facade of the highlighted feature onto neighboring properties, streets, beaches, or the night sky. To meet requirements, we are using Amber LED which are turtle compliant with 66.2 m/mod lumens and a color temp of 2700 K.

Sincerely

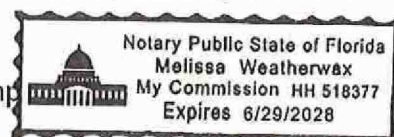


Shari Dillard, Vice President, Qualifier

Signed this 2 day of Feb 2026 by Shari Dillard who is personally known to me.

Signed  Date 2/2/26 Notary Stamp

Notary Public Melissa Weatherwax



PERMITTING

Contact: 954.763.4410 ext. 103

Email: melissa@artsignfl.com & denisewilliams123@att.net

ART SIGN CO

artsignfl.com | 954.763.4410 | 835 NW 6th Ave, Fort Lauderdale, FL 33311

PROJECT SUMMARY

REQUEST: Pursuant to Chapter 30, "Unified Land Development Regulations," Section 30-510(b) (2), "New Mid-Century Modern Style Signs" of the Town's Code of Ordinances ("Town Code"), the Applicant has requested a Conditional Use.

Permit (2025-CUS-01) to allow a new Mid-Century Modern style address sign in the RM-25 Zoning District for the property located at 1541 S Ocean Blvd.

Gardens By-The-Sea is applying for approval of a Conditional Use Sign for illuminated address numbers for the property located at 1541 S Ocean Blvd, Lauderdale-By-The-Sea, FL 33308. The applicant seeks approval of a Conditional use sign for a waiver of the requirements of the Town's zoning regulations for replacement signage for the building's address identification numbers.

Current sign regulations under section 30-502(d)(4)(a &b) restrict name and address signs to 6 inches tall where we are proposing 2'8" & shall not exceed 2 square feet in sign area where we are proposing 39.48 sqft. The address numbers comply with code by using Mid-Century font and amber LED illumination for consideration of turtle regulations.

The request requires a Conditional Use Sign Application to permit the proposed redevelopment under the applicable zoning and land development standards.

CITIZEN PARTICIPATION MEETING SUMMARY

Pursuant to Town Ordinance 2021-11, which amended Chapter 30 "Unified Land Development Regulations," Article V "Zoning," to create Section 30-114, "Citizen Participation Required," the applicant is required to conduct a minimum of one public meeting with residents, property owners, and interested parties that may be affected by the proposed application. This meeting was held

The meeting was held Feb 5, 2026 and 11 people attended. All concerns were addressed at this time.

Marrice King, Lisa ad John Mackintosh, Bruce Buys, Pierre Lecare, Martin Weinstein, Susan Doukas, Lola Peck, Donna Blair and representing Art Sign Company, Melissa Weatherwax all in attendance.

PERMITTING

Contact: 954.763.4410 ext. 103

Email: melissa@artsignfl.com & denisewilliams123@att.net



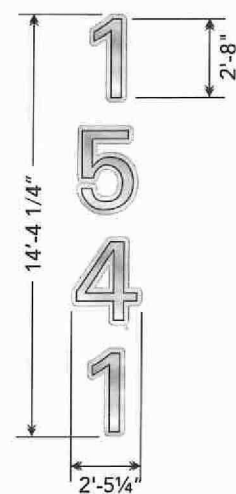
TOWN OF LAUDERDALE-BY-THE-SEA
CITIZEN PARTICIPATION MEETING

ATTENDEE SIGN-IN SHEET

Meeting Date: February 5, 2025 Meeting Location: Jarvis Hall
Application: 2025-CUS-01

Name/Title (please print)	Case #	Case Address	Phone Number
Marrice Y King		1541 S. Ocean Blvd 403.	786-566-3067
Lesia Mackintosh		1541 S Ocean Blvd 412	508-560-8266
Brian Buys		1541 S. Ocean Blvd. 210	303-408-9557
John Mackintosh		1541 S. Ocean Blvd 412	508-560-8176
PIERRE LEGARE		1541 S OCEAN BLVD 404	412-433-5904
Martin Weinstein		1541 S Ocean Blvd office	786 954 785 4592
SUZAN DOUKAS		1541 S OCEAN BLVD 315	416-617-6902
Lola Peck		1541 S. Ocean Blvd #410	957-920-5429
Melissa Weatherly	2025-CUS-01	1541 S Ocean Blvd	954-856-8682
Donna Blair		1541 S. Ocean Blvd	847 830 3948

Internally-illuminated reverse channel numerals
with cloud background panels



Height of sign from grade to top
of sign is 34'-10"

Scale: 3/16" = 1'-0"



Silver

Letter color: Silver
Back panels: Silver
LEDs: Amber 66.2 Lumens, 2700K
Letter depth: 3", Stand-offs: 2", Total: 5"
Letter Style: Universe
Proposed Sq. ft: 34.98



EAST ELEVATION NTS

ART
SIGN CO INC

835 NW 6TH AVE.
FT. LAUDERDALE, FL 33311
954.763.4410 | artsignfl.com

CLIENT: Gardens By The Sea
FILE: Gardens By The Sea - address number V9
ADDRESS: 1541 S. Ocean Blvd., Lauderdale By The Sea, FL

REVISION V4:	02/24/2025	new monument design and font change for wall signs
REVISION V5:	02/28/2025	font change
REVISION V6:	03/03/2025	font change
REVISION V7:	05/20/2025	correct square footage
REVISION V8:	08/11/2025	add dimensions
REVISION V9:	01/15/2026	change letter style

CLIENT APPROVAL:
DATE: 01/15/2026 **SALES REP:** Lou **ARTIST:** Carlos/ Steph

1

Colors shown on drawing are for presentation purposes. All colors must be confirmed initiated by project manager before painting. Any party accepting this document does so in confidence and agrees that it should not be duplicated, in whole or in part, nor disclose to others without the written consent of Art Sign Company, Inc.
Reference copy list for copy/graphic specific to each sign location. Contractor shall verify all conditions on site and notify any variation from what is shown on the drawings before proceeding with fabrication.

WOW Series

Channel Letter Solutions

Specifications

Viewing Angle	140° Optics
Input Voltage	12VDC
Watts	0.72w/mod(1.44w/ft) ,0.5w/mod(1.0w/ft) Red
Modules/Foot	2Mods/ft. fully stretched
Model	G2G WOW
Protection Grade	IP67
Packaging	60pcs/chain, 60pcs/bag 10bags/outer carton
Warranty	7 Year (Product) / 5 Year (Labor)
Operating Temp.	-40°~ +60 °C / -40° ~ +140 °F
Storage Temp.	-40°~ -70 °C / -40° ~ +158 °F
Cascade	30 mods single-ended power feed 60 mods double-ended power feed

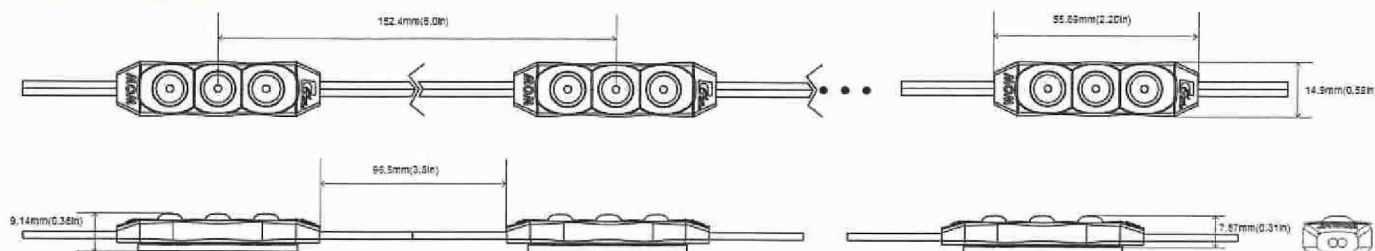
Options

Model	Color Temp	Lumens
WOW 7500K	7500K	70lm/mod (140lm/ft.)
WOW 6300K	6300K	68.3lm/mod (136.6lm/ft.)
WOW 4200K	4200K	67.7lm/mod (135.4lm/ft.)
WOW 2700K	2700K	66.8lm/mod (133.6lm/ft.)
WOW Red	RED	23.9lm/mod (47.8lm/ft.)
WOW Blue	BLUE	11.3lm/mod (22.6lm/ft.)
WOW Green	GREEN	66.5lm/mod (133lm/ft.)
WOW Orange	ORANGE	11.86lm/mod (23.72lm/ft.)
WOW (Amber) Yellow	AMBER YELLOW	66.2lm/mod (132.4lm/ft.)

Additional color temps available upon special order (MOQs Apply)

Amber has 66.2 m/mod lumens, color temp 2700K

Drawings



Benefits

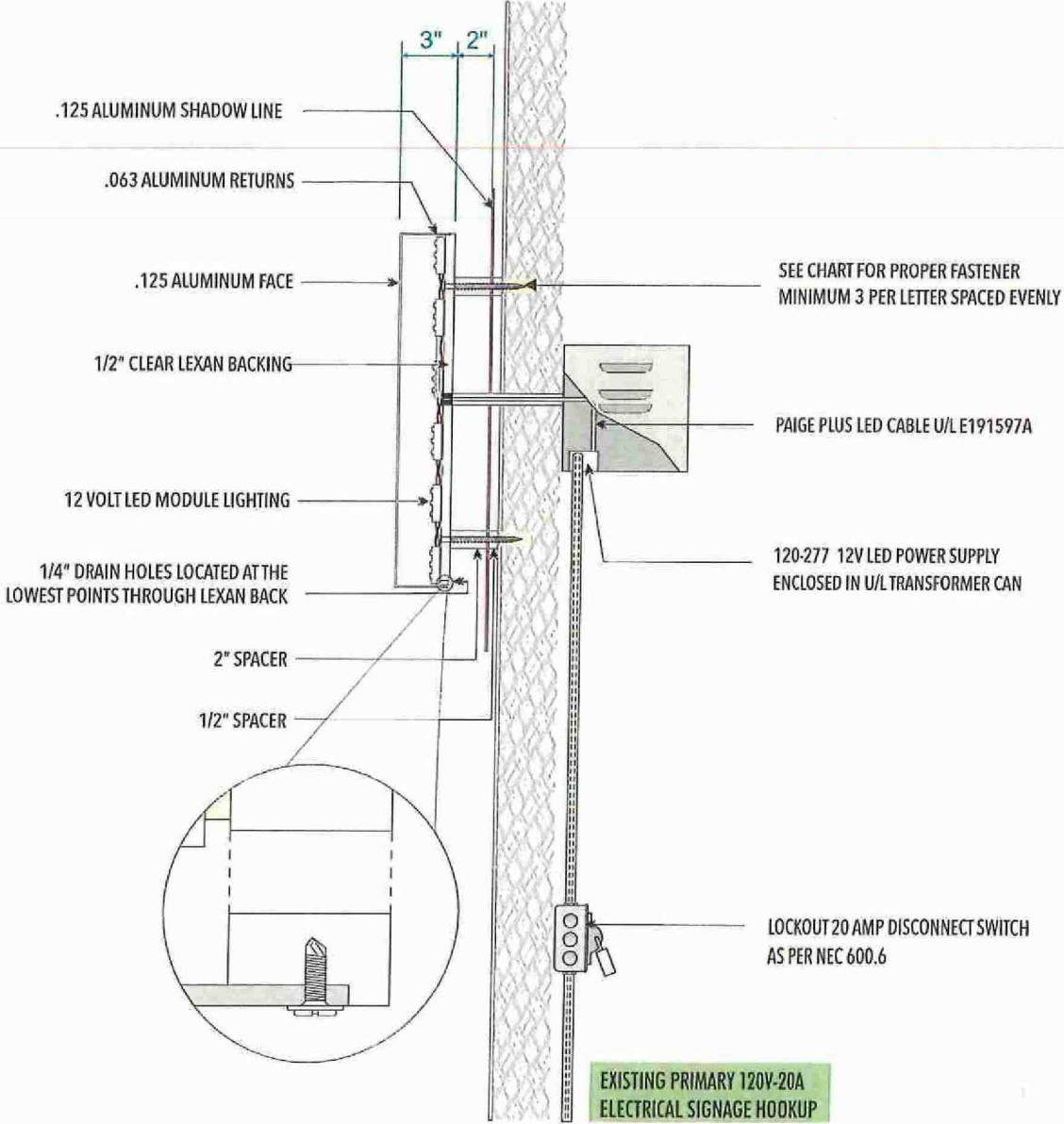
- Designed for Small to large Channel letters.
- UV and IR Protected
- L80 rating of 50,000 hours
- 3M double face tape and mechanical mounting options.

Modules Population Guide

Channel Letter Depth (in)	Multiple Rows (rows spacing)	Clearance	Mods per Ft
3"	5"	3"	2
4"	5"	4"	2
5"	6"	4"	2
6"	7"	5"	2

REVERSE LIT CHANNEL LETTERS WITH SHADOW PANEL

Designed Per FBC 8th Edition 2023 Sect 1620 and Appendix H, ACI 318-14, ASCE 7-22, AISC 360-10, ADMI-1, NDS-15, Steel Coatings per FBC 2203.2/2222.6, Aluminum Coatings per ADM1-15(1a), all exposed fasteners to be stainless steel, All aluminum to be 6063-T6, Welding per AWS with E70xx electrodes for steel and 4043 filler alloy for Aluminum. V(ult)=170 mph, Exposure D, Risk Category II, Design Pressure = +/- 51 psf



This document has been electronically signed and sealed by John H. Omslaer, P.E. on date noted using a SHA-1 authentication code. Printed copies are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies per Rule 62-30.060, F.A.C. Dynamic Engineering Solutions, Inc. 1950 NE 6th Street, #10075 Pompano Beach, FL 33061 John H. Omslaer, PE #52733, CA#26829

copies of this document are not considered signed and sealed and the signature must be verified on any electronic pages.

ELECTRICAL SPECIFICATIONS:
All electrical components are UL Listed.
Signage grounding and bonding as per NEC 250.
Primary wiring #12 THHN as per NEC 600.
Minimum 20 Amp. disconnect switch per NEC 600.6
Minimum 1/2" conduit, Astronomical Time Clock per FEC.



QTY	SOURCE	SIZE	AMPS	TOTAL
2	LED	12V	1.2	2.4

CIRCUITS REQUIREMENTS
OF CIRCUITS REQUIRE 1 TOTAL AMPS 2.4
OF 20 AMP DISCONNECT SWITCHES 1
BREAKER # 2 PANEL B

CALCULATION: Minimum Number of Fasteners Evenly Spaced Over Each Letter (Fasteners = Wind Force on Whole Sign Area / Fastener Allowable Tension)				
Fastener	Wall Structure	Pull	Fastener Installation	
3 3/16" Toggle Bolt	Dry Wall	245	Toggle Bolt, Power spring-wing, in dry wall	
3 3/16" Toggle Bolt	CMU or Densglas	53	Toggle Bolt, power springs-wing, in CMU, OSB, or 5/8" Dense Glass.	
3 3/16" Tapcon	Stucco Plywood	100	3/16" Tapcon thru 1/2" OSB or plywood sheathing	
3 3/16" Tapcon	Concrete	171	3/16" Tapcons, min 1.5" embedment, protect from moisture.	
3 3/16" Tapcon	CMU	43	3/16" Tapcon, min 1.25" embedment, protect from moisture.	
3 #10 Tek Screw	20ga CFS Frame	83	#10 Self-drilling screws 3 thread thru 20ga steel frame.	
3 #10 Wood Screw	5/8" Sheathing	77	#10 Wood screw or SMS into 5/8" osb or plywood sheathing.	
3 Pin Stud Thru	Structural Wall	100	3/16" Pin-stud, nut, and washer thru structural wall or 2x4 blocking	
3 Pin Stud Glued	Self Wall Mat	25	3/16" Pin-stud glued in self wall mat, liquid Nails LN-999 or equal	
3 Scribe Anchor #18 x 1"	Dry Wall	38	Scribe-in anchor to drywall	

IMPORTANT - Adhesives are strong but none have code approval for structural applications. Sign installer must test glued stud connection strength. For 3/16" stud pull 50 lb per stud; for 3/8" stud pull 100 lb per stud. Use tripod, game scale, and hooks.

Broward & North Wall Sign
1. Design, fabrication and construction to the following codes and specifications:
A. The Florida Building Code (2023) 8th edition
B. American Welding Society AWS D1.1-04 & D1.2
C. Specifications for aluminum structures by the Aluminum Association (Current Edition)
2. Structural requirements:
A. All bolted connections shall be made with ASTM A307 bolt or equal
B. All anchors bolts shall be ASTM A307 or equal (flat washers at nut)
C. All welds shall be made with E70XX electrodes or equal
D. The electrical installation shall be in compliance with the National Electric Code (NEC 2020) grounding and bonding as per NEC 250 600.7
E. N.E.H.Z., section 1620 F.B.C., ASCE 7-22 170 MPH, exposure D, Category 2, Chapter 16

ART
SIGN CO INC

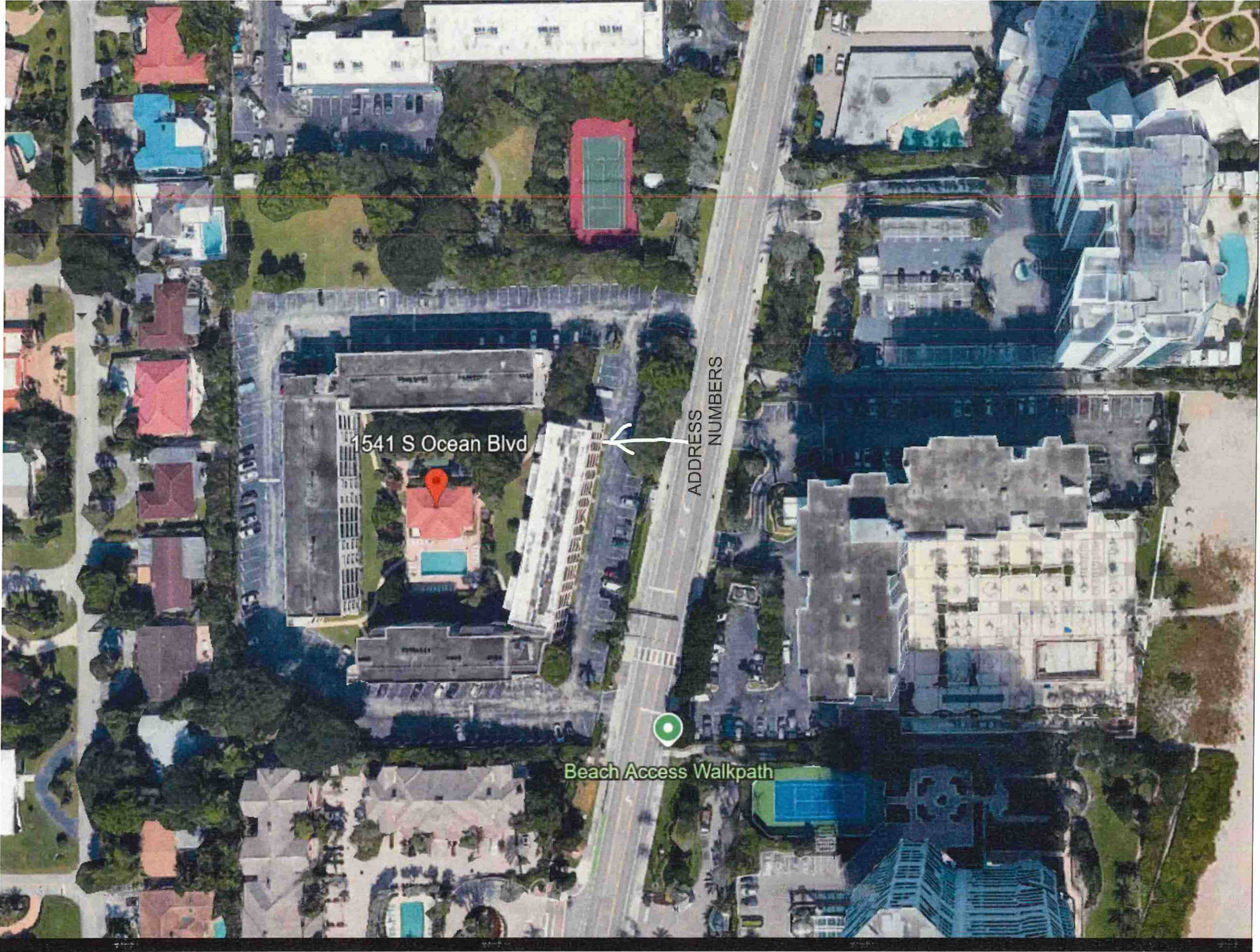
835 NW 6TH AVE
FT. LAUDERDALE, FL 33311
954.763.4410 | artsignco.com

CLIENT: Gardens By The Sea
FILE: Gardens By The Sea - STRUCTURAL
ADDRESS: 1541 S. Ocean Blvd., Lauderdale By The Sea, FL

REVISION V2: 02/12/2025 | increase spacing on address number and add the word SOUTH
REVISION V3: 02/20/2025 | new monument design
REVISION V4: 02/24/2025 | new monument design and font change for wall signs
REVISION V5: 02/28/2025 | font change
REVISION V6: 03/03/2025 | font change
REVISION V7: 05/20/2025 | correct square footage

CLIENT APPROVAL:
DATE: 05/20/2025 SALES REP: Lou ARTIST: Carlos/ Steph

Colors shown on drawing are for presentation purposes. All colors must be confirmed initialed by project manager before painting. Any party accepting this document does so in confidence and agrees that it should not be duplicated, in whole or in part, nor disclose to others without the written consent of Art Sign Company, Inc. Reference copy list for copy/graphic specific to each sign location. Contractor shall verify all conditions on site and notify any variation from what is shown on the drawings before proceeding with fabrication.





Sec. 30-502. - Exempt signs.

Exempt from permitting. The Town has a compelling interest in allowing the following signs in order to comply with State and local laws and to promote public safety on Town property and/or in the street right-of-way. Any sign which does not meet the criteria of this section and is not specifically permitted elsewhere in this article is prohibited. All signs exempt from permitting pursuant to this section may be erected and displayed, provided:

- (a) They are not placed or constructed so as to create a hazard of any kind;
- (b) The sign structure meets all other applicable land-use and building-safety codes, regulations and permit requirements; and
- (c) The signs are kept at all times in good repair, freshly painted, and in a neat and clean condition.
- (d) The following signs may be installed without a sign permit, provided they meet the requirements listed below and are otherwise in conformance with this article.
 - (1) Customary tags and labels not exceeding 15 square inches in size on merchandise in display windows;
 - (2) Decals, limited to eight per business, not to exceed eight square inches each. Decals shall count toward the 25 percent window coverage maximum;
 - (3) *Flags:*
 - a. On residential property up to a cumulative maximum of 40 square feet; and
 - b. Up to four flags on non-residential property, up to a cumulative maximum not to exceed one square foot of flag per linear foot of the front lot line.
 - (4) *Name and address signs:*
 - a. Letters or numerals shall be no more than six inches in height;
 - b. Each name and address sign shall not to exceed two square feet in sign area;
 - c. Every building shall display an address sign that is clearly visible from the street;
 - d. Buildings that have rear door access to an alley or parking lot shall also display an address sign that is clearly visible from the alley or parking lot; and
 - e. See additional regulations per zoning district, as provided in section 30-508, "Sign regulations by zoning district."
 - (5) *Noncommercial signs:*
 - a. Not to exceed a cumulative total area of:
 - 1. Four square feet per residential property; and
 - 2. Sixteen square feet per non-residential property or business establishment; and
 - b. Additional temporary noncommercial signage shall be allowed for the 90 days prior to and seven calendar days following any Federal, State of Florida, Broward County, or Town election, not to exceed:
 - 1. Three square feet per sign, but not to exceed a cumulative total of 12 additional square feet per frontage (street or waterway) in residential districts;
 - 2. Twelve square feet per sign, but not to exceed a cumulative total of 21 square feet per frontage (street or waterway) in commercial zoning districts.
 - 3. All noncommercial signage permitted by this subsection above shall count as one temporary sign.
 - (6) Each non-residential use is permitted one sign on a door, column, wall, interior side of a window, or podium, not to exceed three square feet. Any window sign under this section shall count toward the 25 percent window coverage maximum.

(7) Warning or danger signs, no larger than four square feet in size, up to a cumulative maximum of 16 square feet per property;

(8) *Real estate sign:*

- a. Real estate signs located in residential zoning districts shall be no larger than three square feet;
- b. Real estate signs located in commercial zoning districts shall be no larger than 12 square feet.
- c. When mounted upon the ground, with a frame or holder and post, the height of the frame or holder and post shall not exceed 48 inches in height;
- d. Properties shall be limited to one real estate sign per street frontage and waterway and all legal temporary real estate signs on a single property shall count as one temporary sign;
- e. One additional real estate sign only when the premises are available for inspection by the prospective buyer or tenant. Said additional attached sign shall not be larger than eight inches in width nor 24 inches in length and may only be posted on private property with the permission of the property owner;
- f. Real estate signs shall be removed within seven days of the property closing or the listing contract expiring.

(9) Sandwich signs;

(10) Lettering or numbering applied to parking space wheel stops.

(Ord. No. 2012-04, § 2, 3-27-2012; Ord. No. 2013-07, § 2, 8-20-2013; Ord. No. 2014-10, § 2, 10-28-2014; Ord. No. 2015-21, § 2, 12-8-2015; Ord. No. 2020-04, § 2, 4-14-2020)

ARTHUR J. MARCUS ARCHITECT P.A.

1800 NORTH ANDREWS AVENUE #7F * FORT LAUDERDALE, FLORIDA 33311 * t:305-467-6141

email: arthur.marcus444@att.net * web: www.arthurmarcus.com

AA #26000962

January 23, 2026

Jhanelle Campbell, Development Services Director
 Town of Lauderdale-by-the-Sea (LBTS)
 4501 North Ocean Drive
 Lauderdale-by-the-Sea, FL 33308

Re: 1541 North Ocean Drive / LBTS
 ARCHITECTURAL REVIEW #2

The Applicant is proposing to obtain a Conditional Use permit for a proposed way-finding sign for a high-rise multi-unit residential building. All previous questions have been resolved and this conditional use permit should be approved.

Section 30-508

This building is located in Zoning District R-25

1. (a)(1) *Each multi-family use: may display no more than two Building Identification Signs with a combined total sign area of not more than 32 square feet, per street frontage:*

Town Comment: The application states that only one sign is to be installed on the building facade.

2. (b)(4)(a)(1) *Each building may display no more than one sign per building per street frontage, with a sign height no greater than 35 feet.*

Town Comment: The proposed mounting height of the "1541" sign is stated to be 34'-10".

3. (b)(4)(a)(b) *The total sign area of all signs attached to the wall, canopy and/or awnings of a building face shall not exceed 15 percent of the area of the building façade.*

Town Comments: The The proposed sign does not exceed 15 percent of the area of the building facade.

4. Section 30-510 (b)(2)
New Mid-century Modern style signs need comply with the Mid-century Modern architectural style as addressed in section 30-51, architectural review standards, of this Code and the Town's Architectural Design Guidelines.

Town Comment: The proposed "1541" signage meets the noted Mid Century Modern standards.

6. #e-6 *Provide intensity of illumination. The intensity of illumination shall be limited to a maximum of 250 foot lamberts or 50 foot-candles within non-residential districts.*

Town Comment: Applicant noted that the sign will be illuminated using amber LED for turtle compliance. The amber LEDs have 66.2 lumens/2700K7.

7. Provide location of related sign illumination equipment.

Town Comment: The sign illumination equipment will be concealed from view. The disconnect with lockout and transformer to be located behind the wall.

8. Provide electrical permit number. See applications attached.

Town Comment: Applicant noted that electrician will be connecting to primary electric. The applicant's electrician will be submitting to run primary electric to the site as soon as the permit is approved.

Per the LBTS Architectural Review Standards and new *Mid-Century-Modern style signs*: An application may be filed for a conditional use permit or as part of a site plan application for a new *Mid-Century-Modern style permanent on-premise sign*, for a *Mid-Century-Modern style building*, that does not meet the requirements of this article.

All signs proposed on the building shall be consistent in style. As part of a conditional use or site plan review, the Town Commission may waive any of the requirements of these sign regulations upon a finding that the proposed sign complies with the Mid-Century-Modern architectural style as addressed in section 30-51, Architectural Review Standards of their Code and the Town's Architectural Design Guidelines.

Sec. 30-509 (d) *No right to appeal. Except when Commission approval is required pursuant to the Code, the decision of the Development Services Department for the issuance or denial of a sign permit shall be final. There shall be no right of appeal to the Town Planning and Zoning Board or Town Commission of a finding of the Development Services Department. The appellant may seek relief in the Circuit Court for Broward County, or as otherwise provided by law.*

Yours truly,

A handwritten signature in blue ink, appearing to read "Arthur J. Marcus", with a stylized, flowing script.

Arthur J. Marcus

Arthur J. Marcus Architect P.A.



**1541 S OCEAN BOULEVARD
CONDITIONAL USE SIGN DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA (“LBTS”)
(Development Order 2025-CUS-01)**

PROJECT NAME: 1541 S. Ocean Boulevard / Wall Sign - Conditional Use Sign

ADDRESS OF PROPERTY: 1541 S. Ocean Boulevard (the “Property”)

FOLIO #: 4943 0700 0063 (common area)

PROPERTY OWNER: Gardens By The Sea Condominium Association Inc.

APPLICANT: Art Sign Company Inc.

APPLICANT ADDRESS: 835 NW 6 Ave, Fort Lauderdale FL, 33311

REQUEST: Pursuant to Chapter 30, “Unified Land Development Regulations,” Article VIII, “Sign Regulations,” Section 30-502(d)(4), “Exempt Signs,” of the Town’s Code of Ordinances (“Town Code”), the Applicant has requested a Conditional Use Permit (2025-CUS-01) to allow installation of a new Mid-Century Modern style sign including address numbers measuring two (2) feet, eight (8) inches in height where the code provides for a (6) inch maximum letter height , and a sign totaling 34.98 square feet in sign area, where the code does not allow for address signs to exceed two (2) square feet in sign area in the RM-25 Zoning District for the property located at 1541 S. Ocean Blvd.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on March 10, 2026 following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of administrative staff, finds that the application, as

conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 of the Town Code.

SECTION 2. APPROVAL. The request to approve a Conditional Use Permit for a Mid-Century Modern style wall sign is hereby approved as shown on the plans submitted on July 10, 2025, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. The total approved sign letter size shall not exceed 2'8" inches in height and 34.98 square feet in sign area.
2. This conditional use sign waiver permit is specific to this sign and any other signage for this building shall comply with the Sign Regulations at the time of the application.
3. The sign shall meet all requirements of the Florida Building Code; a building permit shall be obtained no later than September 10, 2026.
4. The Sign shall be in the form, size, and font as provided in the sign drawing attached as **Exhibit A** to the Development Order. The sign shall be in accordance with the submitted plans for the hearing incorporated into this document as **Exhibit A**, except as modifications may be required by the approved Conditional Use and any changes required as part of the building permit and/or architectural review process.
5. The approved plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
6. All applicable state and federal permits shall be obtained before commencement of construction.
7. Prior to issuance of a building permit, the Town Clerk shall certify that there are no outstanding fines, moneys, fees, taxes, or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-123(d) and of the Town Code, the Applicant may appeal this decision to the Town Commission, pursuant to the procedures set forth in Section 30-531 of the Town Code.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Town Manager.

APPROVED this ____ day of March 10, 2026

Mayor Edmund Malkoon

ATTEST:

Courtney Easley, Acting Town Clerk

Approved as to form:

Susan L. Trevarthen, Town Attorney