

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, April 28, 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
Melissa Vasami, Town Clerk

Regular Town Commission

Tuesday, April 28, 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. Mental Health Awareness Month Proclamation

6. **PUBLIC COMMENTS**

7. **PUBLIC SAFETY DISCUSSION**

8. **TOWN MANAGER REPORT**

8.a. Town Manager Report

9. **TOWN ATTORNEY REPORT**

10. **APPROVAL OF MINUTES**

10.a. Approval of the Minutes from the February 10, 2026, and March 24, 2026, Regular Town Commission Meetings

11. **CONSENT AGENDA**

11.a. RESOLUTION 2026-13: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR THE TOWN'S FOURTH OF JULY FIREWORKS DISPLAY; FINDING THAT THE AGREEMENT IS IN THE BEST INTEREST OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.L OF THE TOWN'S PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

12. **OLD BUSINESS**

12.a. Final Discussion of Charter Review Board and Commission Recommendations for Charter Questions

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 2026-14: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH CLEARGOV, INC. FOR BUDGETING AND DIGITAL BUDGET BOOK SOFTWARE SERVICES IN AN AMOUNT NOT TO EXCEED \$129,751.76; WAIVING THE TOWN'S PURCHASING MANUAL FOR THE PURCHASE OF THE SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.
- 18.b.** RESOLUTION 2026-15: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ART SIGN COMPANY, INC. FOR THE DESIGN, FABRICATION, AND INSTALLATION OF DIRECTORY SIGNAGE AS PART OF THE WEST PLAZA REFURBISHMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$76,264.00; WAIVING THE TOWN'S PURCHASING MANUAL FOR THE PURCHASE OF THE SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND FOR AN EFFECTIVE DATE.
- 18.c.** RESOLUTION 2026-16: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF DECORATIVE BOLLARD AND LIGHT COLUMN FIXTURES FOR THE WEST PLAZA REFURBISHMENT PROJECT PURSUANT TO A PIGGYBACK AGREEMENT WITH KILOWATT ELECTRIC COMPANY IN AN AMOUNT NOT TO EXCEED \$220,238.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

19. QUASI JUDICIAL PUBLIC HEARINGS

- 19.a.** Pursuant to Chapter 30 "Unified Land Development Regulations," Section 30-128 "Administrative Adjustments," of the Town's Code of Ordinances (the "Town Code," the Applicant has requested an administrative adjustment from Section 30-313 (t)(2)(b)(1) "Permanent Generators" of the Town's Code, to permit the encroachment of a generator one (1) foot , four (4) and one-quarter (1/4) inches into the required 5-foot side setback for the property located at 228 Imperial Lane (the "Property").

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: April 28, 2026

Submitted By: Melissa Vasami, Town Clerk

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title: Mental Health Awareness Month Proclamation

Explanation: Mayor Malkoon will read a proclamation designating May 2026 as Mental Health Awareness Month.

Recommendation:

Exhibits:

1. Mental Health Awareness Month Proclamation

Proclamation

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

WHEREAS, NAMI Broward's Mission is to enhance awareness and provide programs in Broward County that support a world-class system for the treatment and recovery of individuals facing mental health challenges; and

WHEREAS, mental health conditions are treatable health concerns that are widespread and manageable; and

WHEREAS, comprehensive healthcare encompasses mental health care, which must be accessible to all individuals irrespective of race, gender, age, sexual orientation, socioeconomic status, values, and cultural beliefs; and

WHEREAS, the breadth of the mental health crisis affecting both children and adults is profound. One in five adults will encounter a mental health challenge in any given year. Prompt intervention leads to more favorable outcomes; and

WHEREAS, half of the children and adults living with mental health challenges never receive transformative treatment due to barriers to care and stigma; and

WHEREAS, individuals experiencing mental health challenges are capable of leading meaningful lives and contributing significantly to society. Communities aid those with mental health challenges by ensuring access to quality care and appropriate supports; and

WHEREAS, NAMI Broward County designates the month of May as Mental Health Awareness Month to promote mental health awareness, to inspire those living with mental health challenges to seek support, and to be uplifted by our message: "YOU ARE NOT ALONE"; and

NOW, THEREFORE, I, Edmund Malkoon, Mayor, on behalf of the Town Commission and residents of Lauderdale-By-The-Sea, hereby designate **May 2026** as

"Mental Health Awareness Month"

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



Edmund Malkoon, Mayor

Melissa Vasami, Town Clerk



Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: April 28, 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: Friedt Family Park Mural / Art in the Park

Thank you to everyone who joined us on April 15 for the ceremonial unveiling of the Friedt Family Park mural and Art in the Park celebration. We extend our sincere appreciation to artist Jay Ramirez for bringing this piece to life and enhancing our park for the entire community. If you haven't had a chance to visit yet, we invite you to stop by and experience this beautiful new addition firsthand.





Friedt Family Park Photo Shoot

Rep Services, Inc., the vendor responsible for the installation of the equipment in the recent Friedt Park renovation, will be conducting a photo shoot at the playground on Tuesday, May 12th, from 4:30 p.m. - 5:30 p.m. Rep Services, in conjunction with Landscape Structures, will be conducting the shoot with the intention of capturing both the playground and overall community space. Photos used from this project are being considered for national marketing use, including digital and print catalogs.

The Town will have signage at the park several days prior to communicate that while the park will be open publicly at this time, those present will be asked to complete a media release. Incentives will be provided to those who take part in the experience. Families will also be given access to the photos following the shoot.

We are looking for children ages 2–5, as well as children ages 5–12, to participate.

Please contact our Events + Marketing Manager, Katie Anderson, for more information.
Katie Anderson: katiea@lbts-fl.gov | 954.640.4209

July 4th Chairman

Each year, Staff requests a Commission member be nominated to serve as the July 4th Chairman. This individual serves as the liaison between the Commission and Town Staff throughout the planning of this significant celebration. We are now seeking nominations for the 2026 July 4th Chairman.

Starlink

The Town has procured a Starlink satellite communications unit to enhance emergency preparedness and operational resilience. This system provides reliable, high-speed internet connectivity independent of traditional infrastructure, ensuring continuity of communications during incidents that may disrupt local networks (e.g., hurricanes or other emergencies). The Starlink unit will support coordination among staff, first responders, and external agencies, strengthening the Town's ability to respond effectively and maintain critical services under adverse conditions.



Fort Lauderdale Water Meter Upgrades

New smart water meters are coming to customers in LBTS. These smart meters will be able to track your water usage in near real-time, helping you detect leaks early. Also, you will be able to set up personalized alerts for high water usage, which will give you the ability to better control consumption habits and provide more accurate readings overall. Installation of these new water meters will begin to occur in Town starting in mid-May.

NEW SMART WATER METERS ARE COMING SOON!

Water meter upgrades will begin in your neighborhood in the coming weeks.

The City of Fort Lauderdale is upgrading water meters citywide to new smart meters that improve accuracy, reliability, and service. These advanced meters provide near real-time data to help detect leaks faster and ensure better customer service.

What This Means for You:

- Faster leak detection
- More accurate billing
- Better customer service

The City provides more detailed updates on the dedicated Smart Water Meters project page. Scan the QR code or visit:
<https://bit.ly/smartmetersftl>



For more information, please contact the dedicated project line at (954) 745-0567, extension 308, or email SmartMetersFTL@brizaga.com.



Smart meters mean better service and a more sustainable future for Fort Lauderdale!

Upcoming Budget Workshops

- Wednesday, May 13th, at 5:00 pm
- Tuesday, June 9th at 5:30 pm (CIP)

Upcoming Meetings

- Planning and Zoning Board Meeting— Wednesday, May 6th at 6:00 pm
- Commission Meeting — Tuesday, May 12th at 6:30 pm

Recommendation: N/A

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: April 28, 2026

Submitted By: Melissa Vasami, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of the Minutes from the February 10, 2026, and March 24, 2026, Regular Town Commission Meetings

Explanation: Approval of the Minutes from the February 10, 2026, and March 24, 2026, Regular Town Commission Meetings

Recommendation: Accept/Approve

Exhibits:

1. Draft Minutes of the Town Commission Meeting – February 10, 2026
2. Draft Minutes of the Town Commission Meeting – March 24, 2026



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
Jarvis Hall
4505 N. Ocean Drive
Tuesday, February 10, 2026
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:59 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. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Colorectal Cancer Awareness Month Proclamation

Kasia Orzechowska, Ambassador/Advocate for Fight Colorectal Cancer, thanked the Mayor for his leadership and advocacy on behalf of this cause and encouraged all individuals to undergo screenings for early detection.

Mayor Malkoon read a Proclamation recognizing March 2026 as Colorectal Cancer Awareness Month in Lauderdale-By-The-Sea.

b. Datura and Hibiscus Portal Design Options

Alex Fenech of RVi Planning and Landscape Architecture (formerly known as Hitchcock Design Group) presented updates on design options for the Datura Avenue and Hibiscus Avenue beach portals. These updates represent the final conceptual design plans for the portals.

Updates for the Datura portal include:

- New hardscape, landscape, beach showers, seating areas, safety bollards, lighting, site furniture, bike racks, and art
- Maintaining existing infrastructure, including walls and utilities
- Paver designs similar to the El Prado Park project
- Redesigned shade structure
- Maintenance of existing palm trees

Updates for the Hibiscus portal include:

- New pavers, landscaping, site furniture
- Elevated seating options with beach views
- SCUBA racks
- Wave and column options
- Proposed mural
- Shade structure

Mr. Fenech recalled that funds for the study of the portal projects came to \$750,000, including \$50,000 in grant funds. Without a drainage overlay at the Datura portal, both projects are expected to remain at budget for their final design and construction phases. Both portals could be constructed at the same time to maintain efficiencies and continuity of materials.

Another option would be to postpone the design of the Hibiscus portal and include the drainage infrastructure for the Datura portal. The drainage improvements to mitigate stormwater backup are estimated at approximately \$225,000. He noted that this would result in some inefficiencies in consultant and design fees, as it would require proceeding with the Hibiscus portal at a later date.

Mr. Fenech requested Commission direction on whether to proceed with both portals, less the Datura infrastructure, or to focus solely on the Datura portal and drainage improvements, postponing work on the Hibiscus portal.

Commissioner Poulopoulos suggested consideration of a dedication or donation process for benches or other portal furniture, pointing out that if donors provide these items, the

Town could realize cost savings which could be used toward the Datura portal's drainage needs. Vice Mayor Strauss noted that this type of program has been successful in the Downtown area with the dedication of bricks.

Vice Mayor Strauss recommended postponing the portal projects until after the El Prado Park project has been completed. He also suggested inclusion of cycling facilities.

Commissioner Graziano also expressed concern with how to pay for the portal projects, asking if postponing them would affect the availability of grant funds. Town Manager Ken Rubach stated that a portion of the design process still needs to be completed in order to use all the remaining grant funds. He clarified that the Town may choose to finish the design of the projects using these grant dollars, but may decide not to proceed with subsequent phases. This would complete roughly 90% of the construction drawing process.

Mayor Malkoon requested more information on the drainage improvements proposed for the Datura portal. Town Manager Rubach explained that the existing infrastructure is a standard French drain; the improvements would run pipe along the length of the Datura parking area to provide more exfiltration and improve absorption. The proposed improvements would not fully alleviate parking lot flooding, but would improve existing conditions.

Town Manager Rubach reviewed the following options:

- Complete construction drawings at 90% and hold onto them for future use
- Proceed with permitting and choose one of the two portal options, Datura and drainage alone, or both Datura and Hibiscus without drainage

Town Manager Rubach estimated that while the Datura and drainage project would incur additional costs, stormwater funds are available for this purpose.

There was Commission consensus to complete the construction drawings to 90% and then retain them for future use.

Mr. Fenech concluded that his firm would need to revise its proposal in order to meet this updated scope. He estimated that the 90% design completion would be done within six weeks, adding that it would be possible to construct at least one of the portals in the current year if that is the Commission's desire.

Town Manager Rubach requested clarification of the Commissioners' preferred design options so drawings can proceed. There was consensus to proceed with Option #8.

c. LPR System Upgrade

Broward Sheriff's Office (BSO) Captain Christopher Sutter recalled that the Town's license plate reader (LPR) system was implemented by the Commission in 2012, using Florida Law Enforcement Trust Funds (LETFS) to purchase the initial camera system in 2014. The lifetime of the cameras was estimated at roughly five years. They have now been in use for 12 years.

BSO Lieutenant Christopher Palamara advised that there are several options available for upgrades, including improved technologies. They may integrate a limited number of new cameras into the system or proceed with wholesale replacement. Purchase, lease, and financing options are available. Costs would cover cameras and installation; most infrastructure is already in place.

Town Manager Rubach confirmed that the LPR system costs the Town \$12,500 per year. Lieutenant Palamara reviewed information on the infrastructure and camera systems in place, noting that the software system shares information with BSO's Real-Time Crime Center (RTCC). One provider, Flock, allows for the lease of their cameras at a cost of approximately \$3,000 per camera per year, which is inclusive of servicing costs. Extended data retention storage costs an additional \$300 per camera. Another provider, Vigilant, offers a five-year lease of a high-end camera with an annual fee and a financing option over five years.

Town Manager Rubach requested a recommendation from BSO Staff. Captain Palamara replied that of the systems offered by providers Flock and Vigilant, the RTCC indicated a slight preference to the Vigilant system.

Vice Mayor Strauss asked which of the camera systems is equipped with the best software. Lieutenant Palamara advised that both systems are searchable and provide cutting-edge technology. Captain Sutter emphasized that the technology has improved significantly since the initial purchase of the system.

Town Manager Rubach requested Commission consensus to work with BSO on this item, concluding that Staff will bring back a contract for the Commissioners' approval. The Commission provided unanimous consensus to proceed.

6. PUBLIC COMMENTS

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

7. PUBLIC SAFETY PRESENTATION

a. BSO January 2026 Public Safety Report

Captain Sutter stated that Sergeant Gregory Murphy is the Employee of the Month from January 2026. Sergeant Murphy coordinated the surveillance and apprehension of an individual, which led to the confiscation of drugs and a stolen vehicle.

Captain Sutter also recognized longtime Citizen Observer Patrol (COP) volunteer Jeffrey Cantor, who helped reunite a missing child with his family.

Special events in January 2026 included BSO's attendance at a meeting of the Terra Mar Homeowners Association, along with Commissioner Graziano and members of Town Staff, where they provided information about public safety. BSO also encouraged residents to attend the recent Senior Seminar on January 28, 2026, where information was shared about fraud, scams, and other concerns.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Rubach reported that the Town's audit process is ongoing and expected to be complete in late March. The report will go before the Town's Audit Committee for comments and review before the final draft is completed and sent to the Commission.

Town Manager Rubach continued that BSO Lieutenant Palamara is being transferred to BSO headquarters and will be missed in Lauderdale-By-The-Sea.

Fiscal year (FY) 2027 budget preparations are underway. Town Manager Rubach encouraged the Commissioners to submit any suggestions or comments related to budget items.

A new Town Clerk and new Public Works Director will join Town Staff in late March 2026.

The replacement of tiles in the Ocean Plaza will begin on February 17, 2026, and will take approximately two weeks.

The Chamber of Commerce has requested free parking between 5 p.m. and 10 p.m. on El Mar Drive north of Washingtonia Avenue for its annual fish fry event. The Chamber will provide an individual to monitor this parking. There was Commission consensus to provide the requested free parking.

Town Manager Rubach encouraged residents to install water-side address numbers on their homes, and to contact the Development Services Department with any related questions.

The next scheduled Commission meeting is Tuesday, February 24, 2026, at 6:30 p.m.

Mayor Malkoon addressed pedestrian safety on El Mar Drive. Town Manager Rubach recalled that the sidewalk was replaced on this roadway roughly two years ago and has begun to deteriorate in some places. While there has been discussion of closing a traffic lane and allowing pedestrians to walk in the street, he advised that there is significant liability related to pedestrian crossings where there are no crosswalks. Staff does not recommend closure of the lane for pedestrian use.

Mayor Malkoon suggested that Staff look into options such as partial closure of the traffic lane on a portion of El Mar Drive during limited daytime hours.

Mayor Malkoon recalled that there had been previous Commission discussion of bringing back a project already designed for this roadway. Town Manager Rubach noted that the greatest challenges in the area are the narrow roadway width and the presence of Florida Power and Light (FPL) poles. The earlier design to which the Mayor had referred included reducing vehicular traffic to one lane and widening the pedestrian path, along with other potential lighting, drainage, streetscape, and landscape improvements.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen advised that the Florida Legislature is in session in Tallahassee. Staff follows this legislative activity and flags certain items for notice or further discussion.

10. APPROVAL OF MINUTES

a. Approval of Minutes for Regular Town Commission Meeting held on January 13, 2026.

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. CIP Update

Town Manager Rubach recalled that earlier in tonight's meeting, the Commission had provided direction to proceed with the 90% completion of beach portal plans, which will be brought back to the Commission at a later date. The Town's final payment toward the second segment of beach renourishment has been made, and this project will come off the Town's books in FY 2027, providing a savings of \$116,000.

Preliminary design for the Bougainvilla Drive project is expected within the next two weeks. This item will come before the Commission later in the year once the new Public Works Director has reviewed the design and added any comments. The project will include significant drainage improvements.

Town Staff has met with the Florida Fish and Wildlife Conservation Commission (FWC) to review lighting concerns. Once the project's design process is complete, it will go out for bid and be brought to the Commission for consideration.

The Florida Department of Transportation (FDOT) has begun work on A1A after several weeks of delays. The Town will readjust the levels of its manholes once the roadway has been paved. FDOT's contractor will make these adjustments, which should help realize significant cost savings.

The initial five to six streets for neighborhood roadway paving have been identified for consideration. Additional funding is available in the Capital Improvement Program (CIP) in the current fiscal year. This project will be brought forward in the next few months.

Staff is looking at potential contractors for storm sewer lining. This project will line outfalls into the Intracoastal Waterway.

Staff is awaiting quotes for lighting and signage in relation to the West Plaza refurbishment. Once these are complete, they will be brought before the Commission for consideration.

Commissioner DeNapoli requested confirmation that all the CIP projects reported under this Item were included in the current budget. Town Manager Rubach confirmed this.

Commissioner DeNapoli also addressed the West Plaza refurbishment project, noting that there is a lack of uniformity among that area's lighting elements. Town Manager Rubach replied that the new lighting is expected to integrate more successfully with the existing poles. The light poles on Commercial Boulevard will not be replaced, as they would have to meet additional requirements associated with FDOT roadways. Bollard lighting will also be replaced.

Commissioner Graziano recommended additional safety measures on Town streets adjacent to Commercial Boulevard. He asked if bollards could be added at certain locations, particularly in an area where outside seating is provided. Another concern is the stoppage of ride-sharing vehicles in this area, which contributes to a backup of traffic. He proposed signage in this area, cautioning vehicles not to stop there.

Town Manager Rubach clarified that poles cannot be added in part of this area due to the proximity of storm sewer infrastructure; however, bollards could be placed in the pedestrian path farther north, although this would require a restaurant to remove some of its outdoor seating.

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner DeNapoli congratulated Lieutenant Palamara on his upcoming transfer. He emphasized the importance of the Town's LPR system, and noted that a ribbon-cutting ceremony is planned for Burger VibeZ on Wednesday, February 11, 2026. A similar ceremony was held for the Beach Buns Bakery in January.

Commissioner DeNapoli encouraged residents to attend the upcoming Party in the Park event planned for Thursday, February 19, 2026, from 5 p.m. to 6:30 p.m. at Friedt Family Park. The event is free of charge and will include family-friendly activities.

The Farmers Market continues every Sunday from 9 a.m. until 1 p.m. through May 2026.

Commissioner DeNapoli advised that the Commission is seeking to identify the best public safety service and value for Fire services, as discussed at the Commission workshop held immediately before tonight's Commission meeting. He recalled that at the workshop, he had referred to possible options for Fire Rescue services:

- Renegotiating with Pompano Beach Fire Rescue for possible service north of Commercial Boulevard, with another provider to cover the south
- Fort Lauderdale Fire Rescue or BSO providing service for either the entire Town or a portion of it
- Exploring a regional Coastal Fire District model with neighboring municipalities
- Reestablishing the Town's own Fire Department

Commissioner DeNapoli has requested the Town Manager evaluate all of these options for purposes of comparison.

Commissioner DeNapoli concluded by recognizing February 2026 as Black History Month and encouraging residents to support local businesses for Valentine's Day.

Commissioner Graziano reported that he recently met with FPL to discuss consideration of undergrounding utilities in the Town's vulnerable neighborhoods. FPL provided data on previous storm activity in these areas, as well as information on those areas in which a potentially large number of issues are projected in 2026. He identified the northern portion of the Town as the most vulnerable area.

FPL has indicated that there is a possibility of undergrounding utilities in that area in 2032 as part of its Storm Secure Underground Program (SSUP), which is funded by the state of Florida. Commissioner Graziano recalled that he had suggested this timeline be moved up to 2028. FPL plans to collect additional data and provide it to the Town. Their projected undergrounding date for the remainder of the Town is estimated at 2040.

Commissioner Graziano continued that he had participated in the ribbon-cutting ceremony for Beach Buns Bakery, and noted that residents seem to be pleased with the current Farmers Market layout in El Prado Park. He added that he is working to clarify the costs associated with lighting the Town's mural on Commercial Boulevard.

Commissioner Graziano advised that he hoped to see improved signage for the Town's pickleball and tennis courts, as concerns were raised at the January 27, 2026, meeting.

Vice Mayor Strauss suggested that the Town consider extending the hours of the Farmers Market to 2 p.m.

Mayor Malkoon recalled that the Town Attorney has reviewed several bills moving through the Florida Legislature which may impact Lauderdale-By-The-Sea. These include bills addressing the Live Local Act, accessory dwelling units (ADUs), local enforcement autonomy, transparency requirements, and potential revenue impacts. He emphasized the importance of early understanding of any legislative activity, including the potential need to put safeguards in place to better protect home rule while also demonstrating compliance with state law.

Mayor Malkoon continued that he recently participated in an interview with Invest Greater Fort Lauderdale to highlight Lauderdale-By-The-Sea from both residents' and businesses' perspectives. Another meeting is scheduled for this week, with the goal of promoting the Town and strengthening regional relationships.

Mayor Malkoon advised that he attended the recent Broward League of Cities Board of Directors meeting. He will also represent the Town when it is recognized as a 30-year Fair Share Milestone Municipality by the Area Agency on Aging.

The Mayor will also attend an upcoming regional municipal event hosted by Hallandale Beach Mayor Joy Cooper for visiting municipal leadership. Events of this nature strengthen relationships between cities and allow for the sharing of ideas and experiences.

Mayor Malkoon concluded that he anticipated several upcoming seasonal events, including Party in the Park and other pending activities.

16. ORDINANCES 1ST READING

None.

17. ORDINANCES 2ND 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 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 recalled that Ordinance 2026-03 was presented for first reading at a previous Commission meeting. Adoption of the Ordinance is required by Senate Bill (SB) 954. It ensures consistency with federal and state disability laws and creates an administrative review process for certified recovery residences. The Ordinance does not change any underlying zoning or land use regulations and does not modify height, density, setbacks, or permitted uses. It does not create any new public hearing requirements.

Changes were recommended to the language of the proposed Ordinance upon first reading. The Town Attorney reviewed these changes and recommended adoption of all but one. The Town also brought the Ordinance before the Planning and Zoning Board, which voted to recommend approval with the suggested changes.

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

18. RESOLUTIONS – PUBLIC COMMENTS

None.

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 8:35 p.m.

Mayor Edmund Malkoon

ATTEST:

Courtney Easley, Acting Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
Jarvis Hall
4505 N. Ocean Drive
Tuesday, March 24, 2026
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:30 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, 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, Town Planner Alex Battle, Assistant to the Town Manager Courtney Easley, and Town Clerk Melissa Vasami.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

All present observed a moment of silence.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

Vice Mayor Strauss requested that Item 11.c be pulled from the Consent Agenda for discussion and possible deferral.

Commissioner DeNapoli requested that Items 12.b and 12.c be discussed together, as they are related.

Commissioner Graziano requested that Items 11.a and 11.c be pulled from the Consent Agenda for discussion.

5. PRESENTATIONS

a. Vulnerability Assessment Presentation

Assistant to the Town Manager Courtney Easley recalled that in 2024, Lauderdale-By-The-Sea was awarded a \$200,000 grant through the Florida Department of Environmental Protection's (FDEP's) Resilient Florida Program, to be used toward

completion of a comprehensive vulnerability assessment for the Town. The Commission approved a continuing services contract and work authorization with engineering firm Baxter and Woodman to carry out this effort.

The resulting assessment includes an exposure and sensitivity analysis, which will identify areas of vulnerability in the Town and help guide future resilience planning and infrastructure investments. Use of FDEP grant funds will open additional opportunities for the Town to apply for future vulnerability- and infrastructure-related grants.

Alexis Shotton, representing engineering firm Baxter and Woodman, explained that the purpose of the study was to identify critical and important assets within the Town, review flood scenarios, and address mitigation strategies.

A sea level rise vulnerability assessment is administered by Florida's Office of Resilience and Coastal Protection to assess the impacts of sea level rise on all assets owned by municipalities. This helps municipalities prepare for and mitigate any future flooding impacts due to sea level rise. Requirements under Florida Statutes include data collection, including census data, assets, sea level rise/storm intensity projections, and hydrologic information. Flood analyses for 2050 and 2080 are examined, as are tailwater effects from storms.

The assessment also includes an exposure analysis of the depths of flooding at each of the Town's critical assets. The final requirement is public outreach, which is addressed through tonight's meeting.

Critical assets in multiple categories include:

- Transportation assets: the Commercial Boulevard Bridge, North and South Ocean Boulevard, Commercial Boulevard, and North Ocean Drive
- Wastewater infrastructure assets: gravity mains, manholes, force mains, system valves, and lift stations
- Stormwater infrastructure assets: drainage pipes, manholes, curb inlets, outfalls, and catch basins
- Water infrastructure assets: water mains, fire hydrants, and system valves
- Community and emergency assets: two Fire Stations, one local governmental facility (Town Hall), one law enforcement facility, and the community center
- Natural, cultural, and historic assets: parks and natural areas within the Town

The Town's sea level rise is already 6 in. above its level in the year 2000 and continues to increase throughout the projection periods of 2050 and 2080. Scenarios evaluated

included mean high tides, king tides, and a variety of storms, totaling 25 scenarios. Results are being compiled into a final report and use flood depth maps to measure predictions. The western portion of the Town is more significantly impacted within these scenarios than the eastern portion. Depth of flooding is estimated at each asset under each scenario.

Once the exposure analysis is complete, the next step is sensitivity analysis, which determines how sensitive each type of asset is to the amount of flooding. Ms. Shotton emphasized that water infrastructure is typically constructed to withstand some level of flooding. Governmental facilities are not significantly impacted by flooding under all scenarios.

While 2050 impacts are estimated to be minimal, they are expected to be more severe by 2080, particularly in the western portion of the Town. Mitigation efforts are recommended prior to 2050. Mitigation responsibility is shared between the Town, home- and business owners, and developers.

A Stormwater Master Plan was prepared for the Town in 2020 to outline specific projects and priority areas. Working with neighboring communities on projects that affect multiple municipalities is also recommended, as is continued monitoring of state and federal resiliency efforts. The vulnerability study positions the Town for grant assistance to be used toward stormwater projects to mitigate flooding.

Specific mitigation strategies found in the Stormwater Master Plan include:

- Pipe improvements
- Pump stations
- Exfiltration trenches
- In-line check valves
- Swale restoration
- Green infrastructure

All of these projects have been subject to the study's stormwater model and can reduce the impact of flooding in various areas within the Town. Green infrastructure in particular can be implemented by residents and developers as well as Town government.

Mayor Malkoon requested clarification of the top three projects identified and their estimated costs. Ms. Shotton referred to the Stormwater Master Plan, noting that one prioritized project is in the Terra Mar neighborhood. Town Manager Ken Rubach reviewed projects located on Codrington Drive and planned for Bougainvilla Drive and

Poinciana Street, including the upsizing of pipes. He emphasized the importance of continuing this work into the future.

6. PUBLIC COMMENTS

New Town Clerk Melissa Vasami introduced herself at this time.

At this time Mayor Malkoon opened public comment.

Marc Furth, resident, stated that Town residents are preparing a proposed Charter Amendment, and expressed displeasure that the Commission directed the Town Attorney to have no further contact with residents regarding this effort. He asserted that elected officials are not doing the right thing for Town residents.

Vincent Cordero, resident, expressed concern with honoring individuals who are still living.

Cristie Furth, resident, requested clarification that public comment does not have to address specific Agenda Items but can be given on any issues related to the Town. Town Attorney Susan Trevarthen advised that speakers may not address the same issue twice, but may provide general comments as well as commenting on a specific Item later on the Agenda.

Ms. Furth stated that referenda may be brought forward by citizens in response to actions they feel are threats to their quality of life, including the current concern that the Town's non-partisan status may be negatively affected by special interests. Ms. Furth hoped that the Commission and Town Attorney would be able to help place the proposed "No Politics in Paradise" referendum on the November 2026 ballot.

Kimberly Bertsch, resident, addressed a proposed Charter Amendment discussed at the previous two Commission meetings. She noted that the Town has spent \$11,729 on signage for an existing co-designation of Sea Grape Drive, and emphasized the importance of fiscal responsibility to the Town. She questioned the choice to spend taxpayer funds on additional legal review.

Ms. Bertsch also asked if previous citizen initiatives were subject to outside legal review, as well as whether such review prevented any controversy at those times.

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

There was Commission consensus to hear Item 19.a at this time.

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

19. QUASI JUDICIAL PUBLIC HEARINGS

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

- a. 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 six (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 Boulevard.**

Town Planner Alex Battle presented the Item, which requests conditional use relief from Code requirements for a new sign in the Mid-century Modern style. The proposed sign would exceed letter height and square footage, using 2 ft. 8 in. letters where only 6 in. letters are allowed by Code, as well as a total square footage of 34.98 ft. where only 2 sq. ft. are allowed.

A citizen participation meeting was held on February 5, 2026. Eight attendees were present in addition to the Applicant and Town Staff, and no objections to the sign were raised.

The Town’s consulting architect has reviewed the sign and determined that it meets the characteristics of the Mid-century Modern style. Town Planner Battle also showed a rendering of the sign and its proposed placement on the building. The sign will be lit internally and no adjacent properties would be adversely affected by the lighting. The

Applicant will be subject to lighting regulations as stated in Town Code. Staff recommends approval of the Application.

Melissa Weatherwax, representing Art Sign, stated that Staff has been very thorough in reviewing the proposed sign for approximately one year. They have discussed lighting and illumination requirements for the sign in light of proximity to sea turtle nests. The large size is proposed because the sign would be the only information posted on the building.

Commissioner Graziano asked if neighbors to the property expressed any objections to the sign. Town Planner Battle replied that no objections were raised at the citizen participation meeting or elsewhere. Notice was sent to properties within a 300 ft. radius of the subject property.

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

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

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Rubach welcomed new Town Clerk Melissa Vasami, noting her previous experience.

The annual Easter Egg Hunt is planned for Saturday, March 28, 2026, at Friedt Family Park north of the tennis courts. The event begins at 9:00 a.m. Children ages 5 and under may participate in the event at 9:30 a.m., followed by another hunt for children ages 6-11.

The final Friday Night Music event is scheduled for Friday, March 27, 2026, at 7:00 p.m. Downtown.

The Town has provided notice to the Florida Department of Transportation (FDOT) that the bridge will be locked in the Down position during the annual July 4 festival.

The final performance of *Sea Shorts* is scheduled for the upcoming weekend.

The Taste of the Beach event was a success. Town Manager Rubach recognized the owner and staff of Aruba Beach Café for their assistance.

Upcoming meetings include the following:

- Code Compliance Hearing: Thursday, March 26, 2026, at 5:00 p.m.
- Planning and Zoning Board: Wednesday, April 1, 2026, at 6:00 p.m.
- Town Commission: Tuesday, April 14, 2026, at 6:30 p.m.

Development Services Director Jhanelle Campbell advised that the Town has received a conditional use application for an existing business to rent both motorized and non-motorized watercraft from a tent on the beach. They do not plan to solicit business, but would remain at the tent, set up rentals, and review safety rules.

Because several sections of Town Code conflict with this request, Staff will need to evaluate and bring back a report for the Commission outlining those conflicts and requesting Commission direction regarding potential Code changes.

Commissioner DeNapoli requested clarification of where the tent would be located. Development Services Director Campbell replied that the request was not more specific than “on the beach.” The business is currently located on Commercial Boulevard and rents watercrafts from that location. The request includes scuba diving equipment as well as watercraft rentals.

Development Services Campbell further clarified that the Town Code regarding vendors and beach waterway regulations are in conflict with the request. Conditional use approval would also be required in order to rent the apparatus. More information on conflicts, as well as supplemental information on what is permitted in other municipalities, would be brought back to a subsequent meeting for comprehensive review.

Development Services Director Campbell confirmed that she would reach out to the business for more information on their proposed beach location.

Commissioner Graziano stated that he has also spoken to representatives of the business, and recalled that he had suggested they reach out to appropriate businesses on the beach to determine whether or not they can “piggyback” onto those other businesses’ locations. Development Services Director Campbell advised that the business previously brought forward a request to operate from the pier under a slightly different business model. The Town had not been able to approve that request.

Commissioner Graziano requested that staff determine what other avenues the business might have explored before making their request, including arrangements with other beach businesses.

Commissioner Pouloupoulos requested confirmation that the request is compliant with state laws. Development Services Director Campbell replied that this would be one of the conditions of approval of the request.

Town Attorney Trevarthen also recalled that this request was first made several years ago, at which time the Town had requested advice from FDEP, as the public beach appears to be owned and regulated by that entity. FDEP had indicated that local government was expected to administer these decisions.

Vice Mayor Strauss recalled that when the request was brought forward in the past, the Commission’s primary concern had been the staging of equipment on the beach, as they wished to prevent the appearance of clutter. He recommended that this be considered by the business if they choose to submit an application.

Commissioner DeNapoli requested clarification of how the business is currently operating. Development Services Director Campbell replied that transactions are limited to their physical address or outside of the Town. Commissioner DeNapoli shared the Vice Mayor’s concerns for clutter on the beach.

Commissioner Pouloupoulos stated that he was in favor of the request, citing the proximity of the Town’s reef as one way Lauderdale-By-The-Sea is set apart from other local municipalities with public beaches. He suggested consideration of providing for a limited number of licenses open to beach vendors.

Town Manager Rubach concluded that staff would provide the Commission with information and a list of options regarding the request.

b. January 2026 Finance Report

Finance Director Lucila Lang reminded the Commission that the proposed Fire Assessment rate must be approved by the first Commission meeting of July 2026. The final rate will be set at the first budget meeting in September.

Finance Director Lang also requested additional feedback on the budget process, recalling that in previous years, staff has scheduled workshops and special meetings with the Commission. The Commission chose not to schedule those additional meetings in 2025. She noted that the fiscal year (FY) 2026-2027 budget may require discussion of several issues, including significant expenses for the Town as well as possible bills at the state level which would impact the Town's revenues, and requested direction on this year's budget process.

Commissioner Pouloupoulos stated that he was in favor of workshops as a means to freely discuss budget issues and ideas before the full budget process begins. Commissioner Graziano agreed, noting that workshops also provide the public with an opportunity to provide guidance.

Town Manager Malkoon recalled that in the past, the Town has historically held two budget workshops: one focusing on the budget itself, and another specifically addressing the Capital Improvement Program (CIP). He requested direction on the number of workshops to be scheduled. Commissioner Pouloupoulos advised that he was in favor of two workshops broken down as described above.

It was determined that staff would bring prospective workshop dates back to the first meeting in April 2026.

9. TOWN ATTORNEY REPORT

Mayor Malkoon requested that the Town Attorney address some of the comments made during Public Comment.

Town Attorney Trevarthen explained that the Town Commission had provided direction regarding further interaction between Town Staff and the residents advancing a petition. This direction does not conflict with any language in the Town's Charter. She has provided a legal memorandum to the petitioners' group as well as to the Commission which notes that Article 4 procedures apply only to referenda and initiatives for Ordinances that would change Town Code. Previous responses to the Charter amendment process were guided by the requirements of Florida Statutes 166 and 101,

which address how a referendum question must be worded. The Town has no legal obligation to provide additional guidance.

Town Attorney Trevarthen continued that the petitioners are able to move forward with their own resources regarding the petition, including collection of signatures and approval by the Broward County Supervisor of Elections in time for the item to be placed on the ballot.

Commissioner Pouloupoulos advised that the Commission's direction to the Town Attorney allows the petitioners to secure their own counsel rather than using taxpayer money by seeking guidance from the Town Attorney.

Commissioner DeNapoli recalled that this issue had been discussed exhaustively at the March 10, 2026 Commission meeting, reiterating that the Town is not obligated to respond to petitioners or provide legal advice.

Town Attorney Trevarthen asked if the Commission wished to schedule an ethics training session in 2026, which traditionally has involved two hours' training in the spring and another two hours in the fall. There was Commission consensus to schedule dates for in-person training.

Town Attorney Trevarthen also reported that bills passed by the Florida Legislature are now being signed into law by the Governor, and she will update the Commission as this process moves forward.

10. APPROVAL OF MINUTES

None.

11. CONSENT AGENDA

Mayor Malkoon noted that Commissioner Graziano and Vice Mayor Strauss had requested that Consent Items 11.a and 11.c be pulled for discussion.

Commissioner DeNapoli made a motion, seconded by Vice Mayor Strauss, to approve Consent Item 11.b. Motion carried 5-0.

- a. RESOLUTION 2026-09: A RESOLUTION OF THE TOWN COMMISSION
OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,**

SUPPORTING ADVOCACY EFFORTS WITH FLORIDA POWER & LIGHT AND STATE OFFICIALS TO EXPEDITE CONSIDERATION OF LAUDERDALE-BY-THE-SEA FOR ELIGIBILITY AND PRIORITIZATION UNDER THE STORM SECURE UNDERGROUND PROGRAM (SSUP); PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner Graziano explained that since before his election to the Town Commission, he has recommended that the Town push for approval of underground utilities, particularly in its most vulnerable neighborhoods, which are eligible for funding from Florida Power and Light's (FPL's) Storm Secure Underground Program (SSUP). He advised that he has met multiple times with various stakeholders, including FPL officials, State Senator Jason Pizzo, and State Representative Chip LaMarca, and this effort is making progress.

Commissioner Graziano continued that the Bel Air and Terra Mar neighborhoods are not expected to be part of the SSUP until roughly 2032; he and representatives of those neighborhoods have requested reconsideration of this timeline, which uses projections rather than current data. They have asked that the date for inclusion in the program be re-established at 2028.

Commissioner Graziano emphasized the importance of the Town's support in requesting this shortened timeline, and recalled that when FPL addressed the full Commission, the Commission indicated their support for inclusion of vulnerable neighborhoods in the SSUP.

Commissioner Graziano expressed concern that the Resolution's language does not clearly indicate Commission support, suggesting that the Mayor wished to take over efforts involving FPL. Mayor Malkoon asserted that he is supportive of a Commissioner-led effort and did not propose taking advocacy away from any other Commissioner or community representative.

Commissioner Pouloupoulos made a motion, seconded by Commissioner DeNapoli, to approve Consent Item 11.a. Motion carried 4-1 (Commissioner Graziano dissenting).

- b. RESOLUTION 2026-10: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REQUESTING THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONDUCT A TRAFFIC SIGNAL WARRANT AND SAFETY STUDY AT THE INTERSECTION OF BEL AIR DRIVE AND SOUTH OCEAN BLVD.; PROVIDING FOR FINDINGS, SUPPORTING RATIONALE, AND AN EFFECTIVE DATE.**

- c. RESOLUTION 2026-11: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, REQUESTING THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) TO EVALUATE BOATING SAFETY CONDITIONS ALONG THE INTRACOASTAL WATERWAY WITHIN THE TOWN'S JURISDICTION; REQUESTING CONSIDERATION OF APPROPRIATE SAFETY MEASURES, INCLUDING SLOW-SPEED OR MINIMUM-WAKE ZONES; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

At this time Mayor Malkoon opened public comment.

William Harter, resident of Sea Ranch Lakes, advised that his home fronts onto the Intracoastal Waterway. He expressed great concern with speeding on this waterway, including boats moving at extremely high speeds, and pointed out that the Broward Sheriff's Office (BSO) Marine Unit provides little to no enforcement, nor does the City of Fort Lauderdale's Marine Unit or the Florida Fish and Wildlife Conservation Commission (FWC).

Mr. Harter strongly emphasized that conditions on the Intracoastal Waterway should be remedied, pointing out that seawalls along the waterway are being damaged from high wakes. He requested that the Town address illegal speeding the section of the waterway between Commercial Boulevard and Atlantic Boulevard in particular.

Mary Hayes, resident, advised that following renovations to Basin Drive, larger boats now access the waterway more often and often speed through the area, creating high wakes that can damage other watercraft as well as seawalls.

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

Mayor Malkoon reiterated the intent of Resolution 2026-11, which requests that FWC conduct a formal boating safety evaluation of the Intracoastal Waterway within and adjacent to the Town's jurisdiction.

Vice Mayor Strauss stated that while he did not object to an FWC study, he wished to remind residents that Lauderdale-By-The-Sea is both a beach community and a boating community. He recommended caution in what is being requested by the proposed study. He felt enforcement of the 25 mile per hour (MPH) speed limit is the key issue and should be improved.

Vice Mayor Strauss continued that during manatee season, the Intracoastal Waterway requires boats to travel at less than 25 MPH, which increases travel time on waterways. He concluded that there could be unforeseen consequences to the Resolution for boaters and marine businesses.

Mayor Malkoon recalled that the Commission has previously discussed excessive speed and wakes, with an emphasis on the excessive nature of these violations. Vice Mayor Strauss agreed these should be subject to enforcement.

Commissioner Graziano observed that boats using the Intracoastal Waterway to access marinas often reach excessive speeds, and noted that the Pompano Beach Marine Advisory Board includes marina representatives as well as law enforcement. He suggested that this group be contacted with regard to the proposed study.

Commissioner Pouloupoulos asked if approval of the Resolution would indicate to FWC that the Town wants slower speeds, or to conduct a study to examine speeds. Town Manager Rubach replied that BSO is currently gathering its own data and will request data from FWC and the City of Fort Lauderdale as well. FWC will consider the data and determine whether or not the area qualifies for a speed zone change.

Town Manager Rubach concluded that the Resolution could be read to indicate the Town is supportive of efforts to reduce speeds along sections of the waterway if the study suggests reductions are appropriate. Vice Mayor Strauss suggested that he would be willing to support the Resolution if its language is modified to show there is no automatic agreement with reduction of speed.

Vice Mayor Strauss asked what the Town would need to do to bring more enforcement to its waterways. BSO Captain Christopher Sutter advised that Pompano Beach pays for additional Deputies to patrol specific areas of its waterway.

Captain Sutter continued that FWC's process involves gathering five years' worth of data, including tickets, accidents, and information on boat involvement on specific portions of the Intracoastal Waterway. The subject area is patrolled by FWC, BSO, and Fort Lauderdale, which means data must be gathered from all three jurisdictions. He has begun the process of collecting data from BSO and will submit a Freedom of Information Act (FOIA) request for data from the other two agencies.

Vice Mayor Strauss asked if the Commission should wait until the data has been collected and review it before making any decisions on involving FWC. Captain Sutter replied that FWC will be responsible for the final decision; whether or not the Town wants the speed zone change may be taken into consideration.

Vice Mayor Strauss stated that he would like to know what it would cost the Town to hire a Deputy to focus specifically on Lauderdale-By-The-Sea's portion of the waterway before requesting a study that could affect boaters. He also wished to see additional data from FWC and Fort Lauderdale when it is available. Town Manager Rubach confirmed that when the Town begins contract renewal negotiations with BSO, they will request the estimated cost of an additional Deputy.

Vice Mayor Strauss asserted that he did not feel it was necessary to take this issue to FWC at this time.

Mayor Malkoon asked if the Commission would need to approve a Slow or No Wake zone if FWC determines it is warranted. Town Attorney Trevarthen replied that Section 3 of Resolution 2026-11 states that the Town requests FWC consider the appropriateness of implementing boating safety measures, which may include slow speed or minimum wake zones. This language could be modified if that is the Commission's wish.

Commissioner DeNapoli recalled that there was significant advocacy for speed reduction when the speed zone was changed in Fort Lauderdale. He suggested that the Resolution's language could be made more neutral before proceeding so it does not request any action other than a study.

Vice Mayor Strauss recommended that Town Staff review the BSO data gathered by Captain Sutter, but not submit it to FWC in the absence of a strong need.

Mayor Malkoon emphasized that speed zone change is only one aspect of the Resolution. He acknowledged concerns on both sides of the issue, adding that the Town would be unlikely to determine the need for a change if they review the data.

Town Attorney Trevarthen advised that if an Ordinance changing the speed zone were adopted, it must also be adopted at the state level before it takes effect.

The Commission agreed by consensus to see the data collected from BSO, Fort Lauderdale, and FWC when it is available. The information will include boating accidents as well as issuance of tickets. FWC will conduct additional research, including some on-site research, as well.

Town Manager Rubach concluded that the Town would seek an opinion from FWC regarding whether or not the data from the three agencies meets their threshold for a speed zone change. Staff will provide this informal opinion to the Commission. If the threshold is not met, there would be no need to discuss the matter further.

The Commission took a brief recess at this time.

12. OLD BUSINESS

a. Fire Rescue Services

Town Manager Rubach recalled that at the March 10, 2026, meeting, the Commission had discussed undertaking a study to consider the formation of a Fire Department within the Town, as presented under Item 18.a. The study will take approximately 14 weeks to prepare. He requested additional direction from the Commission regarding ongoing negotiations with two other potential partners, BSO and the City of Fort Lauderdale, for these services.

Mayor Malkoon expressed concern with the time frame for the proposed study, requesting additional feedback from the Commissioners on this issue.

Commissioner DeNapoli was in favor of continuing negotiations with both parties, but questioned whether or not the Town should spend roughly \$30,000 on the study when forming a separate Fire Department will most likely lead to higher costs.

Commissioner Pouloupoulos stated that he had previously suggested proceeding with the study because residents have expressed interest in the Town possibly re-starting its

own Fire Department, and a study would support whether or not this is a reasonable alternative. He was also in favor of continuing negotiations with BSO and Fort Lauderdale while the study is being prepared.

Vice Mayor Strauss observed that he was not in favor of the expense of a study that would almost certainly show it was not financially feasible for the Town to begin its own Fire Department.

Commissioner Pouloupoulos pointed out that in a previous year, the Commission had invested in a study to determine whether or not Town residents felt the Town should have lifeguards. He emphasized that the proposed study is a much larger issue, and many residents feel a separate Fire Department is a realistic option.

Vice Mayor Strauss stated that he was in favor of the study due to the reasons cited by Commissioner Pouloupoulos.

Mayor Malkoon concluded that the Town Manager was to continue negotiations with BSO and Fort Lauderdale, and the study would be discussed further under Item 18.a.

b. Charter Review Board Recommendations and Commission Discussion

c. Charter Review Additional Commission Discussion Items

It was noted that Items 12.b and 12.c would be discussed together.

At this time Mayor Malkoon opened public comment.

Kimberly Bertsch, resident, noted that one of the items to be discussed from the Town Charter was language in Section 3.3, which addresses eligibility requirements for candidates for office. She expressed disappointment that the Commission did not take up the Charter Review Board's suggestion to extend the residency requirement from six months to 12 months, and cautioned against allowing residents to run for office when they have only lived in the Town for a short time.

Ms. Bertsch added that she was not in favor of changes to the Mayor's term of office. She characterized shorter terms as a citizen's check on the government, as they hold elected officials accountable. She concluded that both the changes she had addressed would move the Town in the wrong direction.

Karen Sylvester, resident, addressed residential district boundaries in the Town's Charter, requesting that the Commission consider elimination of these boundaries as recommended by the Charter Review Board (CRB). She felt representation is less about geography and more about engagement, accessibility, and effectiveness.

Ms. Sylvester continued that she was concerned the current approach could permanently enshrine the district boundaries, although there is no data to show that they improve representation or outcomes. She felt the elimination of districts would allow voters to choose the strongest candidates available.

Cristie Furth, resident, addressed the CRB recommendation to increase the Mayor's term from two to four years, stating that this proposed change could favor incumbent candidates and ensure concentration of power within the Commission without providing any benefit to citizens. She emphasized that the current term lengths and term limits provide benefits to residents by holding elected officials accountable.

Ms. Furth continued that she opposed the proposed Town Charter modifications out of concern for the erosion of democracy through local capture, which refers to local officials' decision-making processes that are unduly influenced by special interests or specific groups which make changes to their own benefit.

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

Town Attorney Trevarthen briefly reviewed the decisions made by the Commission at the February 24, 2026, meeting regarding CRB proposals, which included:

- Rejection of the CRB recommendation to require one year's residency
- Discussion of two sections of the Charter which are in conflict regarding qualifications and elections
- Further discussion of whether to lengthen the processes by which the Town Clerk can respond to initiatives and referenda
- Further discussion of whether to allow mayors to serve two four-year terms
- Endorsement of changing the deadline for the Town's audit
- Endorsement of incorporating state election law
- Endorsement of changing notice requirements
- Endorsement of Charter "cleanup" items
- Rejection of the CRB's proposal to eliminate district boundaries, and retaining language to freeze these current boundaries

Town Attorney Trevarthen noted that Commissioner DeNapoli had brought forward additional items addressing prospective Charter changes, which would fall under Item 12.c.

Commissioner DeNapoli addressed public comment, recalling that the Mayor had pointed out a discrepancy in the candidates' qualifying period which needed to be corrected in the Charter. He pointed out that candidates for office must sign a document referenced in Section 6.4 of the Charter, which is the more controlling of the two Sections. This language requires residency for at least six months prior to the date of election.

Town Attorney Trevarthen requested clarification of the will of the Commission regarding whether the residency requirement should be measured from the date of election or from the date of qualifying, as both are currently included in the Charter. Commissioner DeNapoli advised that at the February 24 meeting, he had believed the Commission had agreed to clarify this requirement as measured from the date of election. If the requirement were measured from the date of qualifying, this would effectively result in an 11-month requirement. He reiterated that candidates for office are required to sign a document affirming residency six months before the date of election.

Commissioner Pouloupoulos recalled that the Commission had previously indicated they were not in favor of requiring 12 months' residency prior to standing for election and did not wish to exclude potential candidates for office. He stated that he was in favor of the qualifying date of six months prior to election.

Commissioner Graziano advised that he felt 12 months' residency was an appropriate time frame, which was consistent with the CRB's recommendations, and encouraged the other Commissioners to reconsider their stances on this issue in favor of a longer time frame.

Vice Mayor Strauss stated that he also agreed with the 12-month recommendation of the CRB, expressing concern that a new resident could run for office shortly after relocating. He felt it was important for candidates to understand the nuances of the Town.

Mayor Malkoon asked if there is data on other municipalities' requirements of this nature. Town Attorney Trevarthen recalled that a chart had been attached to this Item for the February 24 meeting which indicated the majority of local governments in

Broward County had a one-year residency requirement; however, many Broward communities required only six months' residency. She did not recall whether that information had addressed measuring the requirement from the date of election or the date of qualification.

Commissioner DeNapoli recalled that the backup material for the February 24 meeting had indicated Lauderdale-By-The-Sea would be Broward's only coastal community to require 12 months' residency, with the sole exception of Pompano Beach.

Commissioner DeNapoli also noted corrections within the Charter language related to the word "domicile," and recommended changing them to "resident" and "residence" respectively. He concluded that language in Section 3.3 would be changed to "six months preceding the date of election" in order to provide consistency.

Mayor Malkoon commented that he did not know why the CRB had recommended the change to a year's residency requirement, but noted that there have been no problems related to the current six months' residency requirement. He was in favor of making no change to this requirement.

Commissioner Poulopoulos emphasized that providing conformity of Charter language would not make any changes to existing policy.

Commissioner DeNapoli made a motion, seconded by Commissioner Poulopoulos, to conform the language of Sections 6.4 and 3.3 of the Charter to refer to six months' residency from the date of election. Motion carried 4-1 (Commissioner Graziano dissenting).

Commissioner DeNapoli provided the Commissioners with a handout addressing additional changes. He first addressed term limits, noting that the Town's current term lengths are two years for the Mayor and four years for Commissioners, limited to three terms (six years) for the Mayor and two terms (eight years) for Commissioners. An elected official may presently serve a total maximum of 14 years, with a required two-year break in service. It is not currently permitted for a Mayor who did not previously serve as a Commissioner to subsequently serve as a Commissioner.

Commissioner DeNapoli noted that the CRB's recommendation was to change the Mayor's term from two to four years beginning with the 2026 election, which would mean a Mayor running for reelection this year would not know prior to the election

whether they would serve a two- or four-year term, depending upon the passage of a Charter Amendment on referendum.

Commissioner DeNapoli also provided a handout which listed the CRB's proposal. Town Attorney Trevarthen clarified that the CRB's recommendation was for a Mayor to serve two four-year terms or three two-year terms.

Commissioner DeNapoli provided an additional handout with a chart showing potential terms that could be served by a Mayor with or without the proposed CRB changes, as well as showing options for implementing the change in 2026 or 2028. He distributed another handout showing his own initial recommendation from the February 24 meeting, which proposed changing the start date for four-year Mayoral terms, if approved, to 2028. A candidate elected as Mayor in 2026 would serve a two-year term, while a Mayor elected in 2028 would serve a four-year term.

Commissioner DeNapoli also suggested that the Town may wish to further amend Charter language for consistency with State Statutes, recommending clarification of Charter language to amend "no person may be a candidate" to "no person may appear on the ballot."

Commissioner DeNapoli noted that his proposed language would address the possibility of candidates who may attempt to "restart the clock" following resignation, deletes the required two-year service break, and allows a candidate to serve eight years as Mayor before serving as Commissioner.

Mayor Malkoon observed that while he did not wish to advocate for one option over another, he found it more sensible for a four-year Mayoral term to begin in 2028 rather than 2026, if approved on referendum.

Commissioner DeNapoli also pointed out that state requirements do not necessitate a break period, but provide that if an individual enters a break from service, they could be appointed in the event of a vacancy. He emphasized that his proposals were brought forward for purposes of discussion.

Vice Mayor Strauss commented that he was in favor of term limits, as well as of the two-year Mayoral term with a maximum of three terms/six years. He continued that two-year Mayoral terms have worked well for the Town and did not see a reason to change those terms.

Vice Mayor Strauss advised that he was in favor of amending the Charter so a Mayor who has served the maximum number of years in that position could subsequently serve as a Commissioner if they have not previously done so. He also addressed the maximum of 14 or 16 years of service, stating that he felt 14 years were “a reasonable amount.” He endorsed the requirement for a break in service as well.

Commissioner Pouloupoulos stated that he was also in favor of the two-year break in service, as well as the ability for a Mayor to subsequently serve as Commissioner. He noted that the Mayor does not have powers that the Commissioners do not, such as a veto or a weighted vote, and all five members of the Commission are essentially equal. For this reason, he felt the Mayor’s term should be four years, limited to two terms, and a maximum total of 16 years’ service.

Commissioner DeNapoli pointed out that an individual serving a required two-year break could not be appointed to office in the event of a vacancy. Commissioner Pouloupoulos suggested that a caveat could be added to the break requirement to address this possibility in the event of an emergency. Town Attorney Trevarthen confirmed that this caveat could be drafted separately.

Town Attorney Trevarthen clarified that the Mayor would be able to vote on issues relating to the Mayoral term, as there is no financial conflict of interest. The Mayor also has the option of choosing not to vote, although he is not prohibited from voting.

Commissioner Graziano stated that he had no issue with the required two-year break in service, nor with a Mayor “cycling down” to the office of Commissioner. He added that he was in favor of retaining the three two-year Mayoral terms currently reflected in the Charter, which would make the decision of whether new term lengths began in 2026 or 2028 irrelevant.

Commissioner DeNapoli stated that he was in favor of allowing Mayors to later serve as Commissioners, beginning four-year Mayoral terms in 2028 with a maximum of two terms, and term limits of 16 years. He concluded that as a majority of the Commission had indicated support for the two-year break, he would be in favor of a caveat to address emergency appointments to fill vacancies.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, for a four-year Mayoral terms with a maximum of two terms. Motion carried 3-2 (Vice Mayor Strauss and Commissioner Graziano dissenting).

Commissioner DeNapoli made a motion, seconded by Commissioner Poulopoulos, for the new four-year Mayoral term to begin in 2028. Motion carried 4-1 (Commissioner Graziano dissenting).

Town Attorney Trevarthen pointed out that the 14- or 16-year maximum is immaterial if there is a requirement for a two-year break in service, as the two are interrelated. Commissioner DeNapoli asked if this would be affected by the proposed caveat for appointment. Town Attorney Trevarthen advised that the caveat would operate as a separate rule.

Commissioner DeNapoli made a motion, seconded by Commissioner Poulopoulos, to retain the two-year break in service requirement, with a “carve-out” related to vacancy appointment. Motion carried 5-0.

Commissioner Poulopoulos made a motion, seconded by Commissioner DeNapoli, to allow cycling from the office of Mayor to that of Commissioner, which is currently prohibited without a break in service. Motion carried 5-0.

Commissioner DeNapoli concluded that he would revisit the language addressing the 14- or 16-year maximum years of service with the Town Attorney for greater clarity.

Commissioner DeNapoli asked if the Town Attorney could also bring back additional language regarding election date alignment. Town Attorney Trevarthen pointed out that while the existing language is sufficient, she would bring back this additional clarification if that was the Commission’s direction. She clarified that the subject language is found in Agenda Memo 12.b, Item 4.

Commissioner DeNapoli explained that his intent was to ensure that the eight-year maximum service length for the Mayor would not be affected by the change of the Commission’s election date from March to November in 2024.

Commissioner DeNapoli also addressed language related to changing the Mayor’s maximum service to two four-year terms beginning in 2028, recommending the addition of language indicating that any individual serving as Mayor immediately prior to November 2028 shall be deemed to have served one term, as he would have served two two-year terms for a total of four.

Commissioner DeNapoli made a motion to add the following language: “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 term under this Section.”

Town Attorney Trevarthen clarified that should the above **motion** pass, the language would be re-drafted and brought back before the Commission for first and second readings, providing additional time for review by the Commissioners.

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

Commissioner DeNapoli moved on to Sections 6.6 and 6.7 of the Charter, which address forfeitures of office. He proposed the addition of language to clarify when and how a Mayor or Commissioner may be removed from office. The recommended language would replace existing terms with objective criteria based on state law and court determination while retaining local safeguards, such as the existing requirement for a unanimous vote.

Commissioner DeNapoli continued that his proposed language would also require the Florida Commission on Ethics to find an elected official guilty of violation. It maintains references to felony convictions and failure to attend four consecutive regular meetings, and ties the language addressing “becomes incapable of performing the duties of the office for a period of more than three months” to a requirement of an opinion from a medical professional or a court order.

Commissioner DeNapoli also noted that an absence from a meeting currently requires unanimous approval of an excuse, and recommended making this requirement a majority rather than a unanimous vote. A unanimous vote would still be required in the event of a discretionary forfeiture. He concluded that the proposed language offers greater clarity than the current language, which he cautioned was vague and could be abused.

Vice Mayor Strauss advised that while the proposed language adds specific triggers for forfeiture, it would also take forfeiture out of the Town’s hands and place the decision in the hands of another party, such as a court, medical professional, or the Florida Department of Ethics. He cautioned against ceding control of this process to outside sources rather than allowing the Commission to make the decision themselves.

Mayor Malkoon commented that an accusation would have to come before the Commission before the proposed standards are triggered. Vice Mayor Strauss noted

that a Commission hearing would be required, but the Commission would not make the decision on what happens next.

Commissioner DeNapoli stated that the reference to physical or mental incapacity is only in one clause; other clauses already in the Charter would still apply. He characterized the proposed language as a way to ensure an accused individual receives due process, pointing out that the same language is used in other municipalities that have implemented additional safeguards.

Vice Mayor Strauss stated that he did not take issue with having a medical professional or court participate in the process as long as the final decision ultimately came back to the Commission. Commissioner DeNapoli stated that this decision would come back to the Commission, pointing out a reference to a unanimous vote. The only automatic removal would occur if the Florida Commission on Ethics acts to remove an elected official.

Town Attorney Trevarthen observed that the language also includes a reference to a court order "in all matters," which she cautioned could be read as referring back to a previous mention of a court order. Vice Mayor Strauss suggested that this could be clarified by amending the language to state that all matters would come back to the Commission for a final decision. Commissioner DeNapoli offered the alternative of removing the phrase "or a court order" from the "all matters" paragraph.

Commissioner Pouloupoulos stated that he supported this proposed change, agreeing that the existing language is vague and could allow opportunities for abuse. He also recommended removal of the reference to a court order from the "all matters" paragraph.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to include the proposed language with the deletion of the words "or a court order." Motion carried 5-0.

Commissioner DeNapoli also recommended changing language which states "no person may be a candidate" to "no person may appear on the ballot." Town Attorney Trevarthen advised that this could be clarified without an additional vote.

Town Attorney Trevarthen continued that one remaining item was a change allowing the Town Clerk additional time to complete work if a petition is brought forward under Article 4. She recalled that the Commission had previously requested that this be discussed

further. It was clarified that this time frame would be changed from 20 days to 30 days and from five days to 10 days.

Commissioner DeNapoli made a motion, seconded by Commissioner Graziano, to approve the proposed amendments to Article 4 extending the timeframes for the Town Clerk to complete work related to petitions. Motion carried 5-0.

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

18. RESOLUTIONS – PUBLIC COMMENTS

- c. RESOLUTION 2026-07: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH CIRCUIT TRANSIT INC. FOR THE PROVISION OF POINT TO POINT TRANSPORTATION SERVICES WITHIN THE TOWN, UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF POMPANO BEACH AGREEMENT AWARDED PURSUANT TO RFP 25-015; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Assistant to the Town Manager Easley explained that the Town's current contract with Circuit for microtransit services began in 2023 and expired at the end of February 2026. At the February 24, 2026, meeting, the Commission approved an extension of the contract so staff could negotiate new terms. The new agreement, if approved, is for a five-year term and allows for advertising on Circuit vehicles. The service rate will be changed from \$2 per ride to \$2 per rider. Both of these changes are intended to offset operational costs.

The Town will receive 50% of net advertising revenue, which, with other enhancements, is projected to generate approximately \$93,000 in annual savings. The Town is also projected to receive roughly \$172,000 in surtax funding to further offset the costs of the Circuit program.

Mayor Malkoon recalled that he and the Town Manager had met with representatives of Circuit prior to tonight's meeting. Jason Bagley, representing Circuit, replied that the data requested by the Mayor was forthcoming, adding that during the previous week Circuit had moved 2,874 individuals, which was a 12% increase over the same week in 2025. They saw 6.6 passengers per revenue hour, which is due in part to the high density and compact area of Town service.

Mr. Bagley continued that Circuit is meeting demand with three vehicles when demand indicates they could provide up to 12. He acknowledged that the 3 p.m. to 8 p.m. time frame is the busiest, and recalled there was discussion of flexibility to add more service hours to meet this demand. He felt this will be offset to some extent by the increased fares, and suggested the possible addition of another vehicle during the peak winter months.

Commissioner Graziano recalled that he had previously raised the issue of Circuit use by residents accessing local hospitals and requested an update on whether this service could be provided and at what price. Mr. Bagley replied that Circuit would be willing to partner with either Holy Cross or Imperial Point/Broward Health to discuss service to those facilities. Because there is a need for funding to provide this service, they are open to allowing the hospital or hospitals to brand a specific vehicle used to connect patients to the facilities.

Vice Mayor Strauss requested additional information regarding advertising, recalling that the Commission had previously discussed giving priority to advertisers based in Lauderdale-By-The-Sea and adding that there had also been agreement not to allow advertisements for alcohol, vaping products, or adult entertainment. Mr. Bagley confirmed that all advertising would be subject to the Town Manager's approval.

Commissioner DeNapoli made a motion to approve Resolution 2026-07.

Mayor Malkoon requested clarification of how projected revenues were estimated, and how the Town will be billed. Mr. Bagley replied that billing would be based on ridership, with discounts or credits provided for both advertising and fare revenue.

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

13. NEW BUSINESS

a. Broward League of Cities Board of Director Appointments

Town Manager Rubach explained that in accordance with the by-laws of the Broward League of Cities, municipalities must appoint a Director, Alternate, and Second Alternate to represent them at Board of Directors and general membership meetings. Representatives are responsible for attending meetings, reporting on Broward League of Cities matters, communicating actions and issues with their municipalities, and bringing forward issues of collective importance. The Alternate and Second Alternate are authorized to vote on the Town's behalf in the event of an absence by the Director and/or First Alternate.

The Commissioners determined the following appointments would be retained through the next year:

- Director: Mayor Malkoon
- Alternate: Commissioner DeNapoli
- Second Alternate: Vice Mayor Strauss

Commissioner DeNapoli made a motion, seconded by Vice Mayor Strauss, to reappoint the same slate. Motion carried 5-0.

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner Graziano recognized Commissioner DeNapoli's work on language proposed for the Town Charter, and requested that any future materials handed out to the Commissioners include backup information for greater clarity.

Commissioner Graziano continued that he appreciated the Mayor's interest in the campaign for undergrounding of utilities for the Town's vulnerable neighborhoods, and noted that several residents are also involved in this effort, as well as Florida Representative Chip LaMarca. He added that he would provide the Mayor with materials related to the campaign.

Commissioner Graziano added that with regard to speed zones on the Intracoastal Waterway, he had reached out to members of Pompano Beach's Marine Advisory Board, who include marine business owners as well as boaters. These members

indicated that they might be willing to consider abatement of vessel speed on weekends or late at night.

Commissioner Graziano continued that he is still working to raise funds for the lighting of the Town's mural on Commercial Boulevard. He also mentioned a news article which discussed the lien amnesty program offered by the City of Wilton Manors, which includes parameters for properties that are eligible for that program. He noted that Town Staff are taking a closer look at this program as well.

Commissioner DeNapoli advised that the handouts with additional information and explanation, which he had provided during the Charter discussion, were created earlier in the day, while the proposals themselves were submitted earlier. He reiterated that with respect to a prospective petition, the Town is not obligated to provide the petitioners with legal advice.

Commissioner DeNapoli continued that with regard to the potential cost of an additional legal opinion, this cost was offset by savings he had helped the Town to realize, including interest on cash reserves as well as the potential public-private partnership (P3) for a new public safety building. He concluded that the petitioners have not been prevented from any activities.

Commissioner DeNapoli also addressed concerns regarding the honoring of living individuals through co-designation, pointing out that this has been done in Lauderdale-By-The-Sea as well as throughout Broward County and the state of Florida. He cited Florida Statute 286.0114, which addresses public comments not related to Agenda Items, and suggested that the Town may wish to refer to this statute in its procedures.

Commissioner DeNapoli continued that because several vendors had dropped out of the recent Taste of the Beach event, the Town may want to reconsider relocating this event to the Downtown area in front of participating restaurants. This could alleviate the restaurants' need to bring in more staff for the event.

Commissioner Pouloupoulos wished all residents a happy Easter and Passover season, and confirmed that he would seek reelection later this year.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to extend the meeting until 11:15 p.m. Motion carried 5-0.

Mayor Malkoon stated that his intent was to support Commissioner Graziano's efforts with respect to undergrounding of utilities, and he had no plans to take over participation in those discussions. He emphasized that he had meant to help those ongoing efforts.

Mayor Malkoon thanked Events and Marketing Manager Katie Anderson and Town Staff for their work on Taste of the Beach, and wished all present happy upcoming holidays and related activities.

16. ORDINANCES 1ST READING

None.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

- a. **RESOLUTION 2026-05: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE AGREEMENT WITH MATRIX CG INC. D/B/A MATRIX CONSULTING GROUP, LTD. FOR PROFESSIONAL CONSULTING SERVICES TO CONDUCT A STUDY ON THE FORMATION OF A TOWN FIRE RESCUE AND EMERGENCY MEDICAL SERVICES DEPARTMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Town Manager Rubach advised that this is the fire services study discussed earlier in tonight's meeting, which will take 14 weeks to complete at a cost of \$30,000. He added that the Fire Assessment number that will be discussed at upcoming budget workshops will most likely be current numbers from the City of Fort Lauderdale, with consideration of numbers related to the P3, as placeholders, since no contract has been signed thus far.

The study will consider the costs associated with fire rescue staff, apparatus, and ancillary staff associated with the formation of a Town Fire Rescue Department. The fire department would be a unionized entity, with additional costs associated with pensions.

Commissioner Graziano requested clarification that while the study is underway, the Town would continue its negotiations with Fort Lauderdale and BSO for Fire Rescue services. Town Manager Rubach confirmed this, estimating that the study will be complete in July 2026. Recruiting, staffing, and training for any entity providing these services will take additional time once the Town has made a decision. It was estimated that the service provider could be operational by mid-2027.

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

b. RESOLUTION 2026-06: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AND APPROVING THE PROPOSED PAY PLAN AND PAY RANGES; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

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

Katie Bush of HR Compensation Consultants (via Zoom), who performed the pay plan study for the Town, recalled that the original pay plan for Lauderdale-By-The-Sea was developed in 2020 and previously updated in 2023. The goal is to ensure that the Town's compensation program is internally equitable and externally competitive as well as fiscally responsible.

The study reviewed documentation, analyzed jobs, conducted a salary survey, and modeled implementation costs, all of which ensure market accuracy and internal consistency. Ms. Bush briefly reviewed the methodology used for the study. The competitive market survey included several additional municipalities as well as a private sector data element.

New ranges show an approximately 10% average upward movement in wages. These ranges are current, although the new structure would not be implemented before October 2026. The plan also evaluates where each employee fits within the structure.

Ms. Bush stated that the updated pay plan would only impact eight employees whose pay currently falls below the minimum range, with an estimated impact of roughly \$29,000 or 1.1% of payroll. She suggested that adjustments be made in July 2026 to bring employees into line with the new ranges, with the ranges to be implemented in October 2026. Another suggestion was the creation of a merit budget pool of 5% to reward individual performances.

Mayor Malkoon asked if the pay plan addresses issues such as compression and retention. Ms. Bush replied that compression is addressed through the pay ranges, adding that the Town is managing pay compression over time, and no additional issues were identified.

Commissioner DeNapoli requested clarification of who would activate future staffing needs that are currently unfunded. Town Manager Rubach replied that this would be part of the budgeting process; Staff would make recommendations, which the Commission would approve or deny.

Commissioner DeNapoli asked why the Town does not have an automatic cost-of-living adjustment (COLA). Town Manager Rubach explained that the Town's COLA is based on the study. This year's COLA is recommended at 2.5% to 3%. The COLA is not automatically applied every year, as raises are typically based on merit alone. The COLA is applied in the years in which a study is done.

Commissioner DeNapoli also requested clarification of how merit increases are determined and how much has historically been given. Town Manager Rubach replied that this can be up to 5% based on individual evaluations by Department heads or direct supervisors, which are then reviewed by senior Staff.

Commissioner DeNapoli asked if all the positions listed are needed by a relatively small Town. Town Manager Rubach advised that as Staff is developed, the models of certain Departments will change, citing examples from the Public Works Department.

Commissioner Graziano requested clarification that the 10% movement mentioned early in the presentation referred to increases. Ms. Bush confirmed that this movement referred to changes in the labor market between 2023 and the present. Commissioner Graziano added that he would be supportive of implementing an annual COLA in order to ensure that staff is properly compensated.

Town Manager Rubach explained that the consultant's role is to adjust pay ranges according to cost-of-living changes; for example, a 2.5% increase in the cost of living would mean both the minimum and maximum of the pay range would increase by 2.5% as well. He emphasized the importance of this change for recruiting.

Ms. Bush advised that the study recommends a COLA of at least 2.5% for the coming year, or 3% if that is affordable. The minimum cost impact to the eight employees cited earlier is just under \$29,000. She recommended continuing use of the 5% merit pool, which is a best practice, as well as the 2.5% or 3% COLA, which would move employee pay into the correct ranges to prevent pay compression related to new hires.

Assistant to the Town Manager Easley further clarified that a 2.5% COLA would result in a \$14,902.97 increase, while 3% would result in a \$17,883.56. Both costs would apply from July 1 through September 30, 2026.

Commissioner DeNapoli made a motion, seconded by Commissioner Pouloupoulos, to extend the meeting until 11:20 p.m. Motion carried 5-0.

Commissioner Graziano asked if the proposed COLA would apply to the full Town Staff. Assistant to the Town Manager Easley confirmed this, noting that the amounts exclude the Commission's and the Town Manager's salaries. Commissioner Graziano reiterated his support for an annual COLA, also noting that he was not in favor of applying the increase to the final quarter of a budget year that has already been approved, but was in favor of awarding the COLA at the outset of the next fiscal year on October 1, 2026.

Town Manager Rubach added that the Town realized some significant cost savings in FY 2025-2026, as the positions of Town Manager and Town Clerk were vacant for several months. He anticipated that the Town would finish the year under budget in salaries.

Mayor Malkoon observed that the increase is not only needed as a COLA, but in order for the Town to remain competitive within the market. Commissioner Graziano pointed out that there are other options for increases as well, including merit-based increases and other means of rewarding employees.

Town Manager Rubach recommended a COLA of 2.5% as well as adoption of the proposed pay plan, effective July 1, 2026.

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

d. RESOLUTION 2026-08: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH THE SUPERVISOR OF ELECTIONS OF BROWARD COUNTY TO CONDUCT THE TOWN'S MUNICIPAL ELECTION ON NOVEMBER 3, 2026; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner DeNapoli asked why this Item was brought forward as a Resolution rather than as part of the Town Manager Report. Town Attorney Trevarthen advised that it is the Town's practice to adopt Resolutions which address agreements.

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

20. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 11:19 p.m.

Mayor Edmund Malkoon

ATTEST:

Melissa Vasami, Town Clerk

Date

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Malkoon Edmund Fred</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Town Commission</i>
MAILING ADDRESS <i>2093 Ocean Mist Dr. Broward</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY <i>Land-Bu-Te-Sea, FL 33062</i>	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED <i>3-24-26</i>	NAME OF POLITICAL SUBDIVISION: <i>Mayor</i>
	MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Edmund Malkoon, hereby disclose that on 03-24, 20 26

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☒ inured to the special gain or loss of Employment, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

4-20-26
Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



Agenda Item No: 11.a.

Town Commission Agenda Item Report

Meeting Date: April 28, 2026

Submitted By: Katie Anderson, Events & Marketing Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: CONSENT AGENDA

Subject Title: RESOLUTION 2026-13: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR THE TOWN'S FOURTH OF JULY FIREWORKS DISPLAY; FINDING THAT THE AGREEMENT IS IN THE BEST INTEREST OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.L OF THE TOWN'S PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

Explanation:

For more than a decade, Zambelli has served as the Town's contracted vendor for the annual July 4th fireworks display. During that time, they have consistently demonstrated reliability, professionalism, and a strong commitment to quality.

Zambelli Fireworks has submitted a proposal for a two-year term, securing the Town's 2026 and 2027 celebrations at a consistent rate of \$28,000 per event.

Recommendation: Staff recommends approval of the Zambelli Services Agreement.

Exhibits:

1. Resolution - 2026-13 Zambelli Agreement v1

RESOLUTION NO. 2026-13

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR THE TOWN'S FOURTH OF JULY FIREWORKS DISPLAY; FINDING THAT THE AGREEMENT IS IN THE BEST INTEREST OF THE TOWN AND EXEMPT FROM COMPETITIVE SOLICITATION PURSUANT TO SECTION IV.L OF THE TOWN'S PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, Zambelli Fireworks Manufacturing Co. (“Zambelli”) has been providing the Town of Lauderdale-By-The-Sea’s (“Town’s”) 4th of July fireworks display for over 10 years; and

WHEREAS, the Town wishes to enter into a new agreement with Zambelli for the Town’s fireworks displays for a two-year term, in an amount not to exceed \$28,000 annually, in substantially the form attached hereto as Exhibit “A” (the “Agreement”); and

WHEREAS, pursuant to Section IV.L of the Town's Purchasing Manual, the Town Commission may waive the Town's purchasing requirements when they find that an alternative purchasing method is in the best interest of the Town; and

WHEREAS, the Town Commission deems it in the best interest of the Town and its residents to approve the Agreement with Zambelli for fireworks display.

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

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

Section 2. Competitive Solicitation Exempt. The Town Commission finds the Agreement between the Town and Zambelli for the fireworks display is in the best interest of the Town and exempt from competitive solicitation, pursuant to IV.L of the Town Purchasing Manual.

Section 3. Approval. The Town Commission hereby approves the Agreement with Zambelli for fireworks displays, in substantially the form attached hereto as Exhibit “A.”

Section 4. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Agreement with Zambelli for fireworks display in an amount not to exceed \$28,000 annually, in substantially the form attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed 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 its passage.

PASSED AND ADOPTED this day of April, 2026.

Mayor Edmund Malkoon

Attest:

Melissa Vasami, Town Clerk
(CORPORATE SEAL)

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APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

Service Agreement

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

This Service Agreement is effective as of the last date of execution, between the **Town of Lauderdale-By-The-Sea**, a Florida municipal corporation (the "Town") and **Zambelli Fireworks Manufacturing Company**, (the "Contractor").

WHEREAS, the Town desires to contract with the Contractor for the provision of fireworks displays for the Town's events and the Contractor desires to contract with the Town to provide these services.

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

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

- 1.1 The Contractor shall meet the requirements and perform the services described herein and as described in the Proposal, attached hereto and incorporated herein as **Exhibit 1** (the "Services").

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

2. **Term.** This Agreement shall commence on the Effective Date and shall continue for a two-year term, unless terminated earlier as provided in Section 14 of this Agreement.

3. **Compensation.** Compensation hereunder shall be paid to Contractor as provided in Contractor's Proposal, attached hereto as **Exhibit 1**. Contractor shall invoice the Town once the services are rendered, including cleanup following the Event. The Town shall pay the Contractor within 45 days of receipt of an approved invoice.

4. **Indemnification.** Contractor shall indemnify, defend and hold harmless the Town, its officers, employees, sponsors and the Broward County Sheriff's Office ("Indemnified Parties") from and against any and all claims of liability, loss, damage, expenses, court costs and attorneys' fees in connection with, arising out of or directly or indirectly, related to (i) the use of Contractor's services; (ii) the acts or omissions of Contractor or its agents or employees, or (iii) Contractor's breach of this Agreement. Contractor's obligation to defend hereunder shall not extend to claims which have been determined by a court of competent jurisdiction by final and non-appealable judgment or written settlement between the parties, to have resulted from the sole negligence, willful misconduct, or violation of law of an Indemnified Party. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

5. **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 Contractor 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 Town Manager or designee.
 - d. Where the Contractor maintains insurance coverage with limits greater than those required herein, or carries additional lines of coverage applicable to the permitted activity (including, but not limited to, fireworks/explosives liability, transportation liability, or other specialized risks), such coverage shall be disclosed and evidenced on the Certificate of Insurance. Any such higher limits or additional coverage shall apply in addition to the minimum requirements set forth herein and shall be subject to review and acceptance by the Town.
6. *Independent Contractor.* Contractor and its employees, agents, or subcontractors shall be, and at all times are, acting and performing as independent contractors and not as employees of the Town. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the parties, nor to create an employer/employee and agency relationship between the parties. Neither party shall hold itself out a partner, joint investor or an agent of the other under this Agreement.
7. *Force Majeure.* Neither party shall be liable for any failure, inability, or delay to perform its obligations hereunder if such failure, inability or delay arises beyond control or without fault of the offending party (each such event, a "Force Majeure Event"). By way of example, and not limitation, such causes of a Force Majeure Event may include acts of war, riots, sabotage, explosion, fire, strike, hurricane, pandemic, accident, or casualty, rendering performance commercially impractical. In the event of such Force Majeure Event, the Town or Contractor, as the case may be, shall use its best efforts to cure such cause and to resume performance.
8. *Governing Law.* The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida, without giving effect to the principles of comity or conflicts of laws thereof.
9. *Scrutinized Companies List.* Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification: or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
10. *Public Records.* Contractor agrees to comply with Florida Statutes Chapter 119, to the extent applicable under the terms of this Agreement.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT townclerk@lauderdalebytheseafl.gov, OR BY MAIL: Town Clerk, Town of Lauderdale-By-The-Sea, 4501 Ocean Drive, Lauderdale-By-The Sea, Florida 33308.

11. Venue. The venue for any action in any way related to this Agreement or its enforcement shall be the state and federal courts in and for Broward County, Florida. All parties hereby knowingly and voluntarily waive any and all rights to a jury trial.

12. Reservation of Rights. The Town reserves all rights not expressly granted to Contractor in this Agreement.

13. Compliance with Laws, Rules, and Regulations. Licensee agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

14. Termination. This Agreement may be terminated by Town for convenience upon seven (7) Days' written notice to Contractor. In the event of emergency circumstances or in the event the Town finds that a threat to the public health or safety exists or Contractor violates the conditions of this Agreement, this Agreement may be terminated by the Town verbally, effective immediately, followed by prompt written confirmation.

15. Ethics.

- a. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
- b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
- c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
- d. Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any service that is unlawful or offensive.

16. E-Verify. Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

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

18. Entire Agreement. This Agreement contains the entire agreement between the parties relation to the subject matter herein. There are no promises, terms, conditions, rights or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties hereto. Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

19. Amendments. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

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

21. Prohibition on Contracting with Entities of Foreign Countries of Concern.

If this contract contemplates the Town giving access to an individual's personal identifying information, then the following applies:

1. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

Signatures on following page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Town of Lauderdale-By-The-Sea

Contractor

By: _____
Ken Rubach
Town Manager

By: _____
Tony Sawdey, Vice President, Sales
Zambelli Fireworks Manufacturing Co.

Attest: _____
Town Clerk

Approved as to form and
legal sufficiency for the use
and reliance of the Town of Lauderdale-By-The-
Sea only

By: _____
Town Attorney

Address for Notice:

Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308
(954) 640-4204
townmanager@lauderdalebythesea-fl.gov

Address for Notice:

Tony Sawdey
Zambelli Fireworks Mfg. Co.
1060 Holland Drive, Suite J
Boca Raton, FL 33487

Zambelli FIREWORKS

Fireworks Proposal Lauderdale by the Sea July 4, 2026



***Zambelli Fireworks
Boca Raton, Florida
Tony Sawdey- Project Manager
218-820-2372***



Scope of work

Display Overview:

1) Show Date: July 4, 2026

All inclusive Budget and Duration: \$28,000, 20 Minute Display with Big Finale

Location: From the Beach at: 4546 El Mar Drive

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyro-technicians will meet all of the requirements of the Workers Compensation Laws of Florida.

License & Permits: Zambelli Fireworks will obtain all required local, county and state fireworks permits and approvals.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyro-technicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 and 1126 code will be strictly enforced.



Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention..."The show has just begun!" The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night's air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **20 seconds.**

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. The design team hand picks every product used to ensure there are nearly no duplicates of tableaux throughout the program. The audience will enjoy a fully designed display.

.... **18 Minutes.**

...**the GRAND FINALE:** and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the biggest and best Finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired with multiple products and effects to cover every inch of sky... **60 seconds.**

Zambelli

FIREWORKS

July 4 Product Size and Quantities - \$25,000 (20 minutes)

Opening Barrage:

60 - three inch color display shells

10 - three inch titanium salutes

2- 2" Multi shot Finale Cakes totaling 72 shots

Total Shells/shots 142 shells in 20 seconds

Main Body:

250 - three inch color display shells

180 - three inch color display shells (flights of 3)

Total Shells/ Effects 430 shells in 18 minutes

Mid-Finale:

2- 3" 25 shot Finale Cakes

50 shots in 20 seconds

Grand Finale:

420 - three inch color finale shells

50 - three inch titanium salutes

Total Shells 470 shells in 60 seconds

Multi Shot Devices:

12 - Multi-shot Devices totaling 1556 Shots

TOTAL SHELLS/ EFFECTS 2648



Statement of Approach

Zambelli Fireworks believes in creating a simple, turnkey event for our clients. Our approach is to take on the front-end and day-of-event work to provide a great service with little to no hassle for our clients. Our knowledge of the display site and familiarity of the logistics makes us the best candidate for the job. Lastly, our dedication to the ultimate in customer service and creativity is key to the success of our company.

History:

Zambelli Fireworks traces its US pyrotechnics roots back to 1893 when Antonio Zambelli founded a fireworks manufacturing company in New Castle, PA. The company quickly grew and also became a display fireworks company.

In 1960 the company incorporated in the state of Pennsylvania and grew exponentially over the past 50 years. In 2025 Zambelli Fireworks displayed over 2,000 displays in 38 states and internationally. Company Chairman George Zambelli Jr. and President Michael Hartman have been actively growing the organization.

Zambelli Fireworks has opened six more regional offices for a total of twelve offices around the US. A new Director of Design/Choreography was recently hired to oversee new products, inventory, show design, and choreography. More project managers have also been hired to work closely with clients to make sure all details are attended to every display.

Today Zambelli Fireworks employs nearly 50 full-time employees and thousands of licensed pyro-technicians. Longevity in the fireworks industry doesn't make good shows. Talented individuals make good shows. Zambelli Fireworks is dedicated to having the best individuals in the industry on-board in order to create the best fireworks displays in the industry.

**Equipment:**

Zambelli Fireworks works year-around to ensure all equipment is both up to Federal Codes and safe to use. A huge part of our core company belief is safety for technicians and the area surrounding the display sites. The use of state-of-the-art electrical firing units provides peace of mind that the display will fire safely and accurately.

Training:

All technicians that work for Zambelli Fireworks must pass both a written and hand's on test. No lead technicians are ever assigned to a display unless they have significant pyrotechnics experience. All State License requirements are enforced.

Products (Fireworks):

Product Guarantees. In our experience some fireworks companies tend to "over-promise" in a proposal and then under-deliver on show day. We encourage all of our clients to understand exactly what they are promised and exactly what they receive on show day. We offer openly an audit of both quantity and quality of our products and equipment.

The quality of Zambelli Fireworks products are the key element of our success. Each type of pyrotechnics is test-fired for results, inspected for problems, federally approved and used exclusively.

Many companies in the fireworks industry buy cheap lines of pyrotechnics in order to put more quantity in a display. Although this might impress on paper, the real test is the actual display. Zambelli aggressively prices displays to put the maximum amount of quantity in a show but never to sacrifice the quality of a shell. All shells will be special effects that will have colored tails, multi-color changing effects, designs or patterns, or other special effects.

Zambelli

FIREWORKS

Zambelli Fireworks Team

Kacey Woods

Client Services Coordinator
(800) 860-0955 Ext. 1200
1060 Holland Drive Suite J,
Boca Raton, FL 33487
www.zambellifireworks.com

Tony Sawdey

Vice President of Sales
Cell: 218-820-2372
Office: 561-395-0955
tsawdey@zambellifireworks.com

Proposed Launch Site





Town Commission Agenda Item Report

Meeting Date: April 28, 2026

Submitted By: Susan Trevarthen, Town Attorney

Submitting Department: Legal

Item Type: Action Item

Agenda Section: OLD BUSINESS

Subject Title: Final Discussion of Charter Review Board and Commission Recommendations for Charter Questions

Explanation:

Background

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. As noted previously, the Commission’s direction to date has been tentative and designed to direct additional staff work for its further consideration. Each Commissioner will have the opportunity to vote whether to proceed with these changes when they consider an ordinance at first and second reading in May to transmit the questions to the Supervisor of Elections.

At the March 24 Commission meeting, the Commission continued its discussions and indicated additional areas of consensus. The ordinance for the Town Commission to authorize the placement of these changes on the November 2026 ballot must be adopted and transmitted to the Supervisor of Elections no later than June 8 at 5 pm, so it will be updated to incorporate the Commission’s discussions in March and this evening, and will be scheduled for first and second reading at the two May Commission meetings.

Current Town Commission Direction on Charter Amendments

A summary of the Town Commission’s consensus direction to date on the Charter Review Board’s proposed charter amendments is provided below. As confirmed, clarified or revised this evening, this summary will form the basis for the ordinance to be presented for first reading at the next meeting on May 12:

1. **Retain 6-Month Minimum Residency and Clarify Measurement from Date of Election:** The Town Commission consensus was to **not** propose that the voters extend the minimum residency of candidates for Mayor-Commissioner and Town Commissioner from 6 months to a year. There was a consensus that the voters be asked to resolve the inconsistencies between Sections 3.3 and

6.3(1)/6.4 regarding the residency qualification requirement so that the Charter will uniformly require residency of 6 months prior to the date of the election. The Commission also expressed a consensus that the Charter consistently refer to residence rather than domicile, as the current Charter uses both these terms interchangeably. (At the end of this memo is a discussion of how the Commission might resolve these overlapping conflicts by deleting a portion of Section 3.3, rather than revising it, and moving the remainder into Section 6.3 with the other qualifications language.)

2. Change Mayoral Term to Two Four-Year Terms as of 2028, and Adjust Term Limits and Related Provisions. 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 agreed in concept, and further expressed a consensus direction that the following related changes be proposed to the voters:

1. The four-year term will be implemented at the November 2028 election;
2. Service as Mayor-Commissioner immediately prior to 2028 will be treated as a single term for purposes of the two-term limit (as an example, if the mayor is reelected in 2026 and chooses to run again in 2028, he would have served two 2-year terms, and would be eligible for one 4-year term beginning in 2028);
3. The Charter's current two-year break in service, following the completion of consecutive term limits in the roles of Commissioner or Mayor-Commissioner, will be retained. (In other words, at the conclusion of 8 years as Commissioner, one will not be able to run for Commissioner, and at the conclusion of the 6 or 8 year term limit as Mayor-Commissioner, one will not be able to run for Mayor-Commissioner);
4. Persons who would otherwise be disqualified by the term limits and/or the 2-year break in service may be appointed to fill a vacancy in either Commissioner or Mayor-Commissioner offices;
5. A Mayor-Commissioner will be eligible to run for Commissioner directly following a mayoral term if the other aspects of the term limits are met (in other words, if one has not already served the maximum 8 years as Commissioner or 6 or 8 years as Mayor-Commissioner triggering the overall term limit, one could run for Commissioner without the two-year break in service);
6. Use terminology of "appear on the ballot" rather than "be a candidate;"
7. Add language to further address the impact on the calculation of term limits of the 2024 change from the March to November elections, so that the overall term limit of 14 or 16 years will not be an issue for the current Commission, the only ones affected by the change in the date of the election (See Exhibit "A"); and
8. Based on the lengthening of a Mayor-Commissioner's term of office from two to four years, the overall term limit of 14 years of uninterrupted service must be changed. The proposal was to extend it to 16 years, since a Mayor-Commissioner will now be eligible for 2 four-year terms (8 years total) instead of 3 two-year terms (6 years total). Without the overall term limit, persons could bounce back and forth between serving as Commissioner and serving as Mayor-Commissioner indefinitely as long as the voters kept reelecting them. The Commission should verify its intent on this point, which appeared to be to support the 16-year limit.

3. **Retain Districts and Current District Boundary:** 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 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.
4. **Lengthen Timeframes for Town Clerk to Certify Petitions under Article 4:** The Town Commission agreed with the Charter Review Board's proposed changes to Section 4.4. Specifically, the voters will be asked to expand the current 20-day period for the initial certification of initiative petitions to 30 calendar days, and the 5-day period for the certification of repeal or amendment petitions to 10 business days. Timeframes of 14 days or longer will be measured in calendar days, and timeframes of 13 or fewer days will be measured in business days.
5. **Extend 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.
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.

Proposed Additional Amendment to Article VI Regarding Forfeiture of Office

The Commission consensus was to pursue an additional Charter amendment, in response to a proposal from Commissioner DeNapoli at the March 24 meeting. Specifically, the voters will be asked to further revise provisions of the Charter related to the process and basis for removing a Commissioner or Commissioner-Mayor from office. A summary follows, and the exact wording of the proposal is included as Exhibit "B":

1. Revise criteria for removal by specifying which qualifications for office are relevant to the removal process: namely, those in Sections 6.3 and 6.4, which include bona fide residency for the required period of time, citizenship, and registered voter status;
2. Provide for a medical certification and related court order for removal on the basis of disability;
3. Only allow for removal on the basis of ethical requirements as may be determined by the Florida Commission on Ethics, thereby removing the Commission's ability to be the judge of such matters;
4. Require only a majority vote to excuse absences, rather than a unanimous vote of the other four members of the Commission;
5. Continue to require a unanimous vote of the other four members of the Commission for discretionary determinations that a member of the Commission has forfeited his or her office;

and

6. Dispense with the Commission vote on forfeiture if removal is mandated by a court or other entity with jurisdiction to mandate removal.

By specifying Sections 6.3-6.4 as the relevant qualifications in the above question for determining forfeiture, the Commission would also be specifying that the conflicting language in Article III is not determinative of qualification for purposes of forfeiture of office.

Resolving Conflicting Portions of Section 3.3 re Qualification by Deleting Them

As was discussed at the March meeting, the first two sentences of Section 3.3 (highlighted below in yellow) relate to Town residency and electoral district residency, and conflict with Article VI. There is also overlap between the age requirement in the first sentence and registered voter status in Article VI. After further analysis and consideration, it is clear that the Commission could resolve this conflict by removing the first and second sentence of Section 3.3, as explained below:

1. *Town Residency*: Section 3.3 provides that residency of the Mayor-Commissioner and the Commissioners is measured from the date of **qualification**:

Sec. 3.3. - Qualifications of members.

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

Each Commissioner and candidate for Commissioner shall be elected **from the election district in which he or she is domiciled for at least six (6) months immediately prior to qualifying** for such office by the greatest number of votes of all registered electors residing within the Town. Once elected, a Commissioner from an election district shall remain a domiciliary of the election district during his or her term of office. Any Commissioner who shall cease to possess the qualifications required herein shall forthwith forfeit his or her office, except a Commissioner holding office will not have his/her term cut short by the establishment of or subsequent change of district boundary lines.

In contrast, Article VI measures the six-month residency requirement from the date of **election**.

Sec. 6.3. Qualifications of members of Town Commission.

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

At the March 24 meeting, the Commission indicated a consensus for measuring residency from the date of election, noting that this is the measurement specifically recited in the form that all candidates sign.

2. *Electoral District Residency*: Section 3.3 also provides that the six-month residency must be in the electoral district in which the candidate seeks to run as a Commissioner. This overlaps with Sections 6.1(2)-(3), which also require residency in the electoral district for Commissioner candidates. (This electoral district qualification does not apply to the Mayor-Commissioner pursuant to Section 6.1(1), who may reside anywhere in the Town.)

3. *Minimum Age/Registered Voter Status*: Section 3.3 also sets a minimum age of 18 for candidates, which is differently worded from but consistent with the requirements of Article VI that the candidate be a registered voter. State law provides that one must be 18 to be eligible to vote.

Because Article VI is the Elections article, and Sections 6.3-6.4 are both titled as establishing qualifications for Commission members and candidates, it makes sense to let Article VI control. If the Commission removed the first two sentences of Section 3.3 and retained Sections 6.3-6.4, the impact would be a clarification rather than a change given that the Commission consensus already favors measuring residency from the date of election, namely:

1. *Town Residency*: Clearly provide that the six-month qualification is measured from the date of election, rather than from the date of qualification;
2. *Age*: Retain the 18-year-old age requirement via the existing language in Article VI requiring candidates to be registered voters; and
3. *District Residency*: Section 6.1(2)-(3) will continue to require that Commissioner candidates reside in the electoral district in which they are running.

The other qualification requirements of Article VI for Commission members and candidates would be unaffected by this change, including citizenship, term limit status, filing of required forms, compliance with state law, and payment of qualifying fee.

Retaining Nonconflicting Portions of Section 3.3, and Relocating Them to Section 6.3

The last two sentences of Section 3.3 are not replicated elsewhere in the Charter:

Once elected, a Commissioner from an election district shall remain a domiciliary of the election district during his or her term of office. Any Commissioner who shall cease to possess the qualifications required herein shall forthwith forfeit his or her office, except a Commissioner holding office will not have his/her term cut short by the establishment of or subsequent change of district boundary lines

Section 3.3 is the only place that the Charter specifically provides that a Commissioner must continue to reside in the district for which they are elected while they serve as Commissioner. While one might infer that this is the intent of the Charter from the requirement that candidates reside in an electoral district in order to be elected as that district's Commissioner, it would be advisable to avoid any ambiguity and retain the third sentence of Section 3.3. Similarly, the fourth and final sentence of Section 3.3 does not conflict with or repeat another provision of the Charter, and should be retained for as long as the electoral districts are retained.

These final two sentences could be relocated to Article VI so that all of the qualification requirements are in one article. They could be added to Section 6.3 as a new subsection (7), with the other qualification requirements.

The current charter is attached as Exhibit 1, for reference.

Recommendation: Finalize Commission consensus on ballot questions to amend charter, for Ordinance to be heard at first reading on May 12, 2026.

Exhibits:

1. PART_I__CHARTER LBTS
2. Exhibits A and B Charter memo 4.28.26

PART I CHARTER¹

ARTICLE I. TRANSITION FROM ABOLISHED TOWN

Sec. 1.1. Abolishing existing municipality.

That the existing municipal government of the Town of Lauderdale-By-The-Sea, in the County of Broward and State of Florida, be and the same is hereby abolished. All of the provisions of Chapter 14184, Laws of Florida of 1929, Chapter 24658, Laws of Florida of 1947, and all other laws pertaining to the creation of the Town of Lauderdale-By-The-Sea be and the same are hereby repealed.

Sec. 1.2. Title to property reserved.

That the title, rights and ownership of all property, both real and personal, uncollected taxes, dues, claims, judgments, decrees, chooses in action and all property and property rights held or owned by the municipalities named "Town of Lauderdale-By-The-Sea," abolished by this act, shall pass to and be vested in the municipal corporation organized under this Charter to succeed the municipality abolished.

Sec. 1.3. Obligations unimpaired.

That no obligations or contracts of the said municipality hereby abolished, including bonds heretofore issued or any proceeding heretofore begun for any improvement, or for borrowing of money, or issuing of bonds, shall be impaired or avoided by this Charter, but such debts, obligations, contracts and bonds shall pass to and be binding upon the new municipality hereby created and organized, and all such proceedings heretofore begun for the construction of any improvements or for the borrowing of money or issuing of bonds may be continued and completed and binding upon the said new municipality; and likewise all debts of and claims against the abolished municipality shall be valid against the new municipality created.

Sec. 1.4. Officers held over.

All officers and employees heretofore elected or appointed and holding office under the said municipality hereby abolished, shall continue to hold their respective offices and discharge the respective duties thereof under the new municipality hereby created until their successors are elected and qualified under the provisions of this Charter.

Sec. 1.5. Ordinances not impaired.

All existing ordinances and resolutions of said abolished municipality, including the printed Code of Ordinances of the Town of Lauderdale-By-The-Sea, as amended, not in conflict with the provisions of this Charter,

¹Editor's note(s)—The Charter for the Town set out herein was approved by the voters at the Nov. 7, 2006 biennial election. The former Town Charter derived from the Session Laws of 1951, Ch. 27675, as amended.

shall continue in effect unless repealed, amended, or modified by the municipality which is hereby organized or created.

Sec. 1.6. Establishment of new municipality; streets, highways, public grounds.

The inhabitants of the Town of Lauderdale-By-The-Sea, as its boundaries are hereinafter established and designated, or as may hereinafter be established and designated shall continue to be a body politic and corporate, to be known and designated as "Town of Lauderdale-By-The-Sea," and as such shall have a perpetual succession, may use a common seal, may contract and be contracted with, and may sue and be sued in all the courts of this state and in all matters whatsoever. That all lands heretofore dedicated for the use of the public for streets, highways, parks or public grounds, and all authorized changes or amendments thereto approved by the Board of County Commissioners of Broward County, Florida, whether by plat, act, or otherwise, are hereby vested in the Town of Lauderdale-By-The-Sea, and the control and jurisdiction thereof shall hereafter be vested in the Town Commission of the Town of Lauderdale-By-The-Sea.

Sec. 1.7. Plat approved.

The recorded plats of the subdivision of Lauderdale-By-The-Sea, as recorded in plat book 6, page 2, and the plat of Lauderdale Surf and Yacht Estates as recorded in plat book 22, page 46 of the public records of Broward County, Florida, are hereby approved.

ARTICLE II. CORPORATE POWERS

Sec. 2.1. Legal title.

This Charter is the Charter of the Town of Lauderdale-By-The-Sea, a municipal corporation of the State of Florida.

Sec. 2.2. Boundaries.

The following shall be the territory, the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipal corporation shall exercise its jurisdiction and powers, as may be amended from time to time in accordance with State law, to wit:

Beginning at the intersection of the south boundary line of Section 7, Township 49 South, Range 43 East with the centerline of the Intracoastal Waterway (Florida East Coast Canal), the Point of Beginning; thence in a northerly direction along the centerline of the Intracoastal Waterway to the intersection of said centerline with a line located twenty-five (25) feet south of and parallel to the north line of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along a line located twenty-five (25) feet south of and parallel to the north line of said Section 7 to the intersection of said line with the east right-of-way line of the Intracoastal Waterway; thence in a northerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of way line with the southwest corner of Lot 1, Block 16 of Terra Mar Island Estates, Second Addition, as recorded in Plat Book 31, Page 20 of the Public Records of Broward County, Florida; thence in an easterly direction along the south line of said Lot 1, Block 16 to the southeast corner of said Lot 1, Block 16; thence in a northerly direction along the east line of said Lot 1, Block 16 to the intersection of said east line with the westerly extension of the south line of Block 12 of said Terra Mar Island Estates, Second Addition; thence in an easterly direction along the westerly extension of the south line of said Block 12, along the south line of said Block 12 and along an easterly extension of said south line to the intersection of said extended line with the west line of Lot 1, Block 15 of said Terra Mar Island Estates, Second Addition; thence in a southerly direction along the west line of Lot 1, Block 15 and along the

west line of Lot 10, Block 11 of Terra Mar Island Estates, First Addition as recorded in Plat Book 31, Page 10 of the Public Records of Broward County, Florida to the southwest corner of said Lot 10, Block 11; thence in an easterly direction along the south line of said Lot 10, Block 11 and along an easterly extension of said south line to the intersection of said extended line with the centerline of Spanish River; thence in a southerly direction along the centerline of the Spanish River to a point thirteen hundred and fifty (1,350) feet south of the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of said Section 6, Township 49 South, Range 43 East; thence in a southerly direction for two hundred (200) feet to a point on a line located fifteen hundred and fifty (1,550) feet south of and parallel to the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of said Section 6, said point being eleven hundred, twenty-seven and forty-three-hundredths (1,127.43) feet east of the east right-of-way line of the Intracoastal Waterway; thence in an easterly direction along the line located fifteen hundred and fifty (1,550) feet south of and parallel to said north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of said Section 6 to the intersection of said line with the east right-of-way line of State Road A-1-A; thence in a northerly direction along the east right-of-way line of State Road A-1-A to the intersection of said east right-of-way line with a line located eight hundred and fifty (850) feet south of and parallel to the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of said Section 6; thence in an easterly direction along said parallel line and an easterly extension of said line, through Government Lot 2, Section 5, Township 49 South, Range 43 East to the intersection of said extended line with the Ordinary Low Watermark of the Atlantic Ocean; thence, continue in an easterly direction along said parallel line a distance of 3 miles (15,840 Ft) to the intersection of said extended line with the eastern boundary of the State of Florida; thence in an southerly direction along said eastern boundary of the State of Florida to the intersection with a line located three hundred and eighty (380) feet north of and parallel to the south line of the Northeast One-Quarter (NE $\frac{1}{4}$) of the Southeast One Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence in a westerly direction along said parallel line to the intersection of said line with the west right-of-way line of State Road A-1-A; thence in a northerly direction along the west right-of-way line of State Road A-1-A to the intersection of said west right-of-way line with the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence in a westerly direction along the north line of the Southeast One-Quarter (SE $\frac{1}{4}$) and the Southwest One-Quarter (SW $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East to the intersection of said north line with the east right-of-way line of the Intracoastal Waterway; thence in a southerly direction along the east right-of-way line of the Intracoastal Waterway to the intersection of said east right-of-way line with the south line of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along the south line of Section 7, Township 49 South, Range 43 East to the intersection of said south line with the west line of the right-of-way of State Road A-1-A; thence in a northerly direction along the west line of the right-of-way of SR A-1-A to the intersection of said west line with a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N $\frac{1}{2}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East; thence in an easterly direction along a line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N $\frac{1}{2}$) of the Southeast One-Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East to the intersection of said parallel line with the Ordinary Low Watermark of the Atlantic Ocean; thence continue in an easterly direction along said line located one hundred eighty (180) feet north of and parallel to the south line of the North One-Half (N $\frac{1}{2}$) of the Southeast One Quarter (SE $\frac{1}{4}$) of Section 7, Township 49 South, Range 43 East for a distance of 3 miles (15,840 ft) to the intersection of said parallel line with the eastern boundary of the State of Florida; thence in a southerly direction along the said eastern boundary of the State of Florida to the intersection with the extension of south boundary line of Section 18, Township 49 South, Range 43 East; thence in a westerly direction along the extension of the south boundary line of Section 18, Township 49 South, Range 43 East to the intersection of said south boundary line with the centerline of the right-of-way of the Intracoastal Waterway; thence in a northerly direction along the centerline of the right-of-way of the Intracoastal Waterway to the intersection of said centerline with the north boundary line of Section 18, Township 49 South, Range 43 East, the Point of Beginning.

Sec. 2.3. Definitions.

As used in this Charter, the following words shall have the following meanings:

- (1) The words "abolished municipality" shall mean the municipality formerly existing under the provisions of Chapter 14184, Laws of Florida of 1929, and Chapter 24658, Laws of Florida of 1947.
- (2) The words "new municipality" shall mean the municipality established and created by this act, as may be amended from time to time.
- (3) The masculine pronoun shall designate and include the feminine, and the neuter, where the meaning so permits.
- (4) The word "person" used herein in the masculine gender, shall mean a male or female person, or legal corporate entity.
- (5) The word "municipality" herein shall refer to the municipality of the Town of Lauderdale-By-The-Sea, unless otherwise indicated.
- (6) The words "Town Commission" shall refer to the Town Commission of the Town of Lauderdale-By-The-Sea, Florida.

Sec. 2.4. Seal.

The official seal of the Town of Lauderdale-By-The-Sea hereby established shall bear the legend "Town of Lauderdale-By-The-Sea, Broward County, Florida, Seal, 1947."

Sec. 2.5. Jurisdiction.

The jurisdiction and powers of the Town of Lauderdale-By-The-Sea shall extend over all streets, alleys, sewers, parks, and all lands within said area, whether platted or unplatted, and the air above same; and to and over all waters, waterways, streams, bays, bayous, submerged lands, water bottoms and wharves; and to and over all persons, firms, and corporations, property and property rights, occupations, businesses and professions whatsoever within said boundaries.

The title to and jurisdiction over all streets, thoroughfares, parks, alleys, public lots, sewers, within the Town, and all other property and municipal plants of the Town now owned, possessed or operated by it, and all property of every kind and character which the Town may hereafter acquire within or outside the Town, or which may vest in it, or be dedicated to it, for its use or for the public use, shall be vested in the Town of Lauderdale-By-The-Sea, as created under this Charter.

Sec. 2.6. General powers.

The Town of Lauderdale-By-The-Sea is hereby created, established and organized, and shall have full power and authority to exercise all of the powers of local self-government and to do whatever may be deemed necessary or proper for the safety, health, convenience or general welfare of the inhabitants of said Town; to exercise full police powers; to do and perform all acts and things permitted by the laws of the State of Florida, and comprehend as duties in the performance of anything recognized as a "municipal purpose," whether now existing and recognized, or hereafter recognized as a municipal purpose by statute law or court decision. The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated herein, implied thereby, or appropriate to the exercise thereof, the Town of Lauderdale-By-The-Sea shall have and may exercise all other powers under the Constitution and Laws of Florida.

In addition, the Town has the authority to codify its ordinances into a Code of Ordinances of the Town of Lauderdale-By-The-Sea, and by a single ordinance to adopt such "Code of Ordinances of the Town of Lauderdale-By-The-Sea" as a complete revision of all existing and applicable ordinances on the date of such adoption; to adopt a decimal system similar to that used in Florida Statutes of 1941, and to amend such Code, once adopted, by reference to any section or sections. The "Code of Ordinances of the Town of Lauderdale-By-The-Sea" of 1940, as amended from time to time, except as modified by this Charter, is declared to be the existing Codified Ordinances of the Town of Lauderdale-By-The-Sea; and such Code of Ordinances may be amended from time to time by reference to any section or sections, and as many sections as desired may be amended by one (1) ordinance. Such "Code of Ordinances of the Town of Lauderdale-By-The-Sea," as amended from time to time, may be revised and codified or recodified, and such revised Code may be adopted by a single ordinance, and upon such revision shall be in full force and effect. The Town Attorney of the Town of Lauderdale-By-The-Sea shall have power and authority to codify any duly adopted ordinance of the Town of Lauderdale-By-The-Sea and assign proper section numbers and headings to various parts of such ordinances, and thereafter such section shall be cited in referring to such ordinances.

Sec. 2.7. Review of charter provisions.

As often as the Town Commission may deem necessary, but in any event, not less frequently than every twelve (12) years, the terms and provisions of this Charter shall be reviewed.

ARTICLE III. ADMINISTRATION AND LEGISLATION

Sec. 3.1. Commission-manager form of government.

The form of government of the Town of Lauderdale-By-The-Sea, provided for under this Charter, shall be known as the "commission-manager" form of government.

Sec. 3.2. Creation of Town Commission.

There is hereby created a Town Commission consisting of five (5) Commissioners, each of whom shall be elected at-large in the manner provided in this Charter. The Mayor-Commissioner and each Town Commissioner shall take and hold office for the term(s) provided in this Town Charter.

Sec. 3.3. Qualifications of members.

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

Each Commissioner and candidate for Commissioner shall be elected from the election district in which he or she is domiciled for at least six (6) months immediately prior to qualifying for such office by the greatest number of votes of all registered electors residing within the Town. Once elected, a Commissioner from an election district shall remain a domiciliary of the election district during his or her term of office. Any Commissioner who shall cease to possess the qualifications required herein shall forthwith forfeit his or her office, except a Commissioner holding office will not have his/her term cut short by the establishment of or subsequent change of district boundary lines.

Sec. 3.4. Standards of conduct; code of ethics.

In addition to the ethical standards of conduct established by general law for elected officials, appointed officials, and employees, the Town Commission may, by ordinance, establish ethical conduct standards for elected officials, appointed officials, and employees of the Town.

Sec. 3.5. Legislative powers.

The legislative powers of the Town shall be vested in and exercised by the Town Commission, consistent with the provisions of the Constitution of the United States of America, the Constitution and statutes of the State of Florida, this Charter, and the laws and ordinances of the Town of Lauderdale-By-The-Sea. Except as otherwise provided in Article IV or elsewhere in this Charter, or by the Constitution or statutes of the State of Florida, the Town Commission may by ordinance or resolution prescribe the manner in which any powers of the said Town shall be exercised.

Sec. 3.6. Non-interference in Town Administration.

The Town Commission or its members shall not give orders to any Town officer or employees who are subject to the direction and supervision of the Town Manager, either publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the Town Commission from examining by question and personal observation all aspects of Town government operations so as to obtain independent information to assist the members in the formulation of policies to be considered by the Commission and assure the implementation of such policies as have been adopted. It is the express intent of this provision, however, that such inquiry shall not interfere directly with the regular municipal operations of the Town and that recommendations for change or improvements in Town government operations be made to and through the Town Manager.

ARTICLE IV. INITIATIVE AND REFERENDUM

Sec. 4.1. Power to initiate and reconsider ordinances.

- (1) *Initiated ordinances.* The registered voters of the Town shall have power to propose ordinances to the Commission and, if the Commission fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it by a referendum vote at a Town election.
- (2) *Repeal and amendment of adopted ordinances.* The registered voters of the Town shall have power to require reconsideration by the Commission of any adopted ordinance and, if the Commission fails to repeal or amend as proposed in the initiative petition an ordinance so reconsidered, to amend or repeal it by a referendum vote at a Town election.

Sec. 4.2. Commencement of initiative.

- (1) *Filing with Town Clerk.* A minimum of ten registered electors (voters) of the Town may commence initiative, repeal or amendment proceedings by filing with the Town Clerk an affidavit stating that they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses, specifying the address to which all notices to the petitioners' committee are to be sent, and setting out in full the proposed initiated ordinance or citing the ordinance sought to be reconsidered. Promptly after the affidavit of a petitioners' committee is filed, the Town Clerk may, at the committee's request and at their expense, issue the appropriate petition blanks to the petitioners' committee.

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- (2) *Review by the Town Attorney.* Prior to circulation, a petition and the proposed ordinance, if any, shall be reviewed as to legal form by the Town Attorney. The Town Attorney's review of a petition package shall not extend to review of the substance of a proposed ordinance, or an ordinance proposed for repeal or amendment, but shall be strictly limited to a review as to legal form. No later than fourteen (14) calendar days from filing date of a petition with the Town Clerk, the Town Attorney shall, by hand delivery or registered mail, inform the petitioners' committee and Town Clerk either that the petition and ordinance, if any, are in proper legal form or, if not, then specifically what measures are required to render them in proper form. Upon request by the petitioners' committee, the Town Attorney will assist the committee to render documents in proper legal form for consideration by the Town Commission, but will not offer legal counsel or opinions to the petitioners' committee or its representative. Failure by the Town Attorney to inform the petitioners' committee and Town Clerk of his or her determination as to form within fourteen (14) calendar days after the petitioner files a petition and proposed ordinance, or petition for reconsideration of an ordinance, with the Town Clerk shall be deemed a determination that the document(s) is/are in proper legal form.

Sec. 4.3. Execution of petitions; requirements.

- (1) *Number of signatures.* Initiative and referendum petitions must be signed by registered voters of the Town equal in number to at least ten (10) percent of the total number of those registered to vote in the Town at the last general municipal election.
- (2) *Form and content.* All papers of a petition shall be assembled as one instrument of filing. Each signature shall be executed in ink and shall be followed by the printed name and address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or required to be reconsidered.
- (3) *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit by the circulator thereof stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or required to be reconsidered.
- (4) *Filing deadline.* All initiative and referendum petitions must be filed with 60 days of the date on which proceedings with respect to such initiatives are commenced.

Sec. 4.4. Filing procedure.

- (1) *Certificate of Clerk; amendment.* Within 20 days after an initiative petition is filed or within five 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.

- (2) *Commission review as to sufficiency.* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two business days after receiving the copy of such Certificate, file a request that it be reviewed by the Commission. The Commission shall then review the Certificate at its next meeting following the filing of such request and approve or disapprove it, and the Commission's determination 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 accordance with the initiative petition within thirty (30) calendar days, it shall submit the proposed or referred ordinance to the registered voters of the Town by referendum vote at an election. The referendum vote by registered Town voters shall constitute an "additional requirement for the enactment of ordinances" as specified in paragraph (6) of Section 166.041 F.S., in lieu of and as a greater, increased requirement than the affirmative majority vote of the governing body referred to in paragraph (4) of Sec. 166.041 F. S. If the Commission fails to act on a proposed initiative ordinance or a referred ordinance within the time period specified in this paragraph, the Commission shall be deemed to have failed to adopt the proposed initiative ordinance or failed to repeal or amend the referred ordinance on the last day that the Commission was authorized to act on such matter. In that event, the Commission shall nevertheless comply with the public notice and public hearing requirements of Sec. 166.04 F.S. relative to the ordinance in question.
- (2) *Submission to voters.* The vote of the Town on a proposed referred ordinance shall be held not less than ninety (90) days nor more than one hundred twenty (120) days from the date of Commission acted or was deemed to have acted pursuant to paragraph (1) of this section. If no regular election is to be held within the period described in this paragraph, the Commission shall provide for a special election, except that the Commission may, in its discretion provide for a special election at an earlier date within the described period. Copies of the proposed or referred ordinance shall be made available at the polls.
- (3) *Withdrawal of petitions.* An initiative or referendum petition may be withdrawn at any time prior to the fifteenth (15th) day preceding the day scheduled for a vote of the Town by filing with the Town Clerk a request for withdrawal signed by at least eight-tenths of the members of the petitioners' committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

Sec. 4.6. Results of election.

- (1) *Initiative.* If a majority of the registered voters voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results. If conflicting ordinances are approved at the same election, the one receiving the greater or greatest number of affirmative votes shall prevail to the extent of such conflict.

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- (2) *Repeal and amendment of referred ordinances.* If a majority of the registered voters voting on a referred ordinance vote for repeal or for amendment, it shall be considered repealed or amended, as appropriate, upon certification of the election results.

Sec. 4.7. Ordinances affecting initiated ordinances; procedure for adoption.

An ordinance passed as a result of a vote of the registered voters of the Town, whether prior or subsequent to the effective date of this Article, may be repealed or amended only by a similar vote of the registered voters of the Town. The Town Commission may, by resolution, submit to the registered voters of the Town at any regular or special election for a referendum vote, a proposed ordinance to repeal or amend any such ordinance. Notice of the Town Commission's intention to submit such a proposed ordinance to the registered voters shall be published by the Town Commission no less than ninety (90) days nor more than one hundred twenty (120) days prior to such election, in the manner required for the publication of initiated ordinances. If an amendment is so proposed, such notice shall contain the proposed amendment in full. The Town Commission's submittal of such an ordinance shall be in the same manner, and the vote shall have the same effect as in cases of ordinances submitted to a vote of the registered voters of the Town by popular petition.

ARTICLE V. TOWN OFFICERS AND EMPLOYEES

Sec. 5.1. Vesting of administrative and executive powers.

The executive and administrative powers of the Town, not herein otherwise provided for, shall be vested in and exercised by the following officers:

- (1) Mayor-Commissioner;
- (2) Town Manager;
- (3) Town Attorney;

The Town Manager and Town Attorney shall be appointed by the Town Commission. The Town Commission may by ordinance create, change and abolish offices, department or agencies other than the offices, departments or agencies established by this Charter.

Sec. 5.2. Functions and duties of Mayor-Commissioner.

The Mayor-Commissioner or, in his/her absence or disqualification, the Vice Mayor or Mayor Pro Tem shall perform the following functions:

- (1) The Mayor-Commissioner shall preside at all meetings of the Town Commission and perform all duties consistent with his/her office, and shall have a voice and vote in the proceedings of the Town Commission, but no veto power. The Mayor-Commissioner shall vote last upon the roll call of Commissioners.
- (2) The Mayor-Commissioner shall use the title of Mayor in any case in which the execution of legal instruments, writings, or other papers so require; but this shall not be considered as conferring upon the Mayor-Commissioner any of the administrative or judicial functions of a Mayor under the general laws of the state, except as herein provided.
- (3) The Mayor-Commissioner shall be recognized as the official head of the Town by the courts for the purposes of serving civil processes; by the government in the exercise of military law; and by the public in general for all ceremonial purposes.

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- (4) The Mayor-Commissioner may govern the Town by proclamation, under the direction of the Town Commission, during times of grave public danger or emergency, and the Town Commission shall be judge of what constitutes such public danger or emergency.
 - (5) The Mayor-Commissioner shall exercise all the powers and duties of the Mayor-Commissioner as provided in the Charter, as well as all those powers and duties that may be conferred upon the Mayor-Commissioner by the Town Commission in pursuance of the provisions of this Charter.

Sec. 5.3. Town Manager—Appointment, qualifications and compensation.

The Town Commission shall appoint a Town Manager who shall be the administrative head of the municipal government under the direction and supervision of the Town Commission. The Town Manager shall hold office at the pleasure of the Town Commission. The Town Manager shall receive such compensation as determined by the Town Commission through the adoption of an appropriate resolution. The Town Manager shall be appointed by resolution approving an employment contract between the Town and the Town Manager. The Town Manager shall be appointed solely on the basis of education and experience in the accepted competencies and practices of local public management including, a graduate degree with a concentration in public administration, public affairs, public policy, or public finance and two (2) years' experience as an appointed city manager or county manager, or four (4) years' experience as an assistant or deputy city manager or assistant or deputy county manager. Alternatively, the Town Manager shall be appointed on the basis of education and experience in the accepted competencies and practices of local public management that is determined by the Town Commission to be commensurate to those listed in the prior sentence.

(Ord. No. 2013-13, § 2, 10-22-2013)

Sec. 5.4. Town Manager—Absence or disability; removal.

During the absence or disability of the Town Manager, the Town Commission may by resolution designate some properly qualified person to temporarily execute the functions of the Town Manager. The person thus designated shall have the same powers and duties as the Town Manager, and shall be known while so serving as "Acting Town Manager." The Town Manager or Acting Town Manager may be removed by the Town Commission at any time.

Sec. 5.5. Town Manager—Powers and duties.

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

- (1) To see that the laws and ordinances of the Town are enforced.
- (2) To appoint or remove all subordinate officers and employees.
- (3) To exercise, control and direct supervision over all departments and divisions of the municipal government under the classified service, except where otherwise provided.
- (4) To see that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the Town Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.
- (5) To attend all meetings of the Town Commission, with right to take part in the discussions, but without having a vote.

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- (6) To recommend to the Town Commission for adoption such measures as the Town Manager may deem necessary or expedient in the interest of the Town.
 - (7) To keep the Town Commission fully advised as to the financial conditions and needs of the Town and at the proper time to submit to the Town Commission for its consideration an annual budget.
 - (8) To advise and consult with all officers and official heads of the several departments of the Town relative to the affairs of such department, and to make recommendations to the Town Commission respecting such departments as the Town Manager may see fit.
 - (9) To perform such other duties as may be prescribed under this Charter, or may be required of the Town Manager by motion, direction, ordinance or resolution of the Town Commission.
 - (10) To prepare and submit to the Town Commission an annual financial audit of its accounts and records, completed no later than six (6) months after the end of its fiscal year by an independent certified public accountant retained by the Town Commission and paid from its public funds.
 - (11) To sign all checks, warrants, bonds and agreements issued by the Town of Lauderdale-By-The-Sea.
 - (12) To assist the Town Commission to develop long-term goals for the Town and strategies to implement these goals.
 - (13) To encourage and provide staff support for regional and intergovernmental cooperation.
 - (14) To promote partnerships among the Town Commission, staff, and citizens in developing public policy and building a sense of community.

ARTICLE VI. ELECTIONS

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

- (1) 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.
- (2) Commencing with the regular election of the Town held in March, 2006, and continuing 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.
- (4) All elections for the position of Town Commissioner or Mayor-Commissioner shall be held on the same date as the November election date of each even-numbered year, or as provided for by law. 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. The terms of office of the Seat 3 and Seat 4 Town Commissioners who were elected in the municipal general election of March 2024 shall expire when their successors are sworn in after the general election in November of 2028.

- (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 principal of nondiscrimination and one person/one vote shall be adhered to strictly.
- (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 adopt 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.

(Ord. No. 2024-05, § 2, 6-6-2024)

Sec. 6.2. Vice Mayor and acting Mayor Pro-Tem.

No later than the second regularly scheduled Town Commission meeting to occur following each regular election, one (1) member of the Town Commission may be designated, by resolution, as Vice Mayor to preside in the absence of the Mayor-Commissioner. In the event that the designated Mayor-Commissioner and the Vice Mayor are absent at any meeting of the Town Commission, any member of the Town Commission may be designated by the Town Commission to act as Mayor Pro-Tern for such meeting.

(Ord. No. 2013-13, § 2, 10-22-2013)

Sec. 6.3. Qualifications of members of Town Commission.

- (1) To be eligible to hold the office of Mayor-Commissioner or Commissioner of the Town of Lauderdale-By-The-Sea, or to qualify for candidacy for Mayor-Commissioner or Commissioner, the individual shall be a bona fide resident and citizen of the Town of Lauderdale-By-The-Sea, shall have resided in the said town for the six (6) months immediately preceding the date of election, shall be a registered voter pursuant to Florida law, and shall be otherwise qualified as provided for in the Charter.
- (2) No person may be a candidate for Commissioner, nor may be appointed to fill a vacancy as a Commissioner, if that person has served during both of the two preceding consecutive Commission terms for that seat as a Commissioner, or a Mayor-Commissioner or both, without a two year break in service.
- (3) No person may be a candidate for Mayor-Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner, if that person has served during each of the three preceding consecutive Mayor-Commissioner terms as a Mayor-Commissioner.
- (4) Service of one year or less of a term by a person who had not previously served as either a Commissioner or Mayor-Commissioner shall not be considered for purposes of term limits.

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(Supp. No. 50)

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- (5) Service for purposes of term limits shall be determined as of the time the person would take office.
- (6) No person may be a candidate for Mayor-Commissioner or Town Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner or Town Commissioner, if that person has consecutively served fourteen (14) years in any combination of offices without a two year break in service.

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

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

NOTICE OF CANDIDACY FOR
TOWN COMMISSIONER OR MAYOR-COMMISSIONER

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

(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.

Sec. 6.5. Vacancies.

The office of a Commissioner, or the office of the Mayor-Commissioner, shall become vacant upon the person's death, resignation, removal from office in any manner authorized by law, or forfeiture of the office, such forfeiture to be declared by the remaining members of the Town Commission.

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Sec. 6.6. Forfeiture of office.

A Commission member, or the Mayor-Commissioner, is subject to penalties including forfeiture of office if the person:

- (1) Lacks, at any time during a term of office, any qualification for the office prescribed by this Charter or general law;
- (2) Violates any standard of conduct or code of ethics established by law for public officials;
- (3) Is convicted of a felony while in office;
- (4) Fails to attend four (4) consecutive regular meetings of the Town Commission without being excused by the Town Commission by formal action entered upon the minutes; or
- (5) Becomes incapable of performing the duties of the office for a period of more than three (3) months.

In all circumstances arising under this section, the Town Commission shall be the judge of its own membership.

(Ord. No. 2013-13, § 2, 10-22-2013)

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

Sec. 6.8. Filling of vacancies.

A vacancy on the Town Commission, including the office of Mayor-Commissioner, shall be filled in the following manner:

- (1) If there are less than one hundred eighty (180) days remaining in the unexpired term, or if there are less than one hundred eighty (180) days before the next federal, state, county or Town election, the remaining Commissioners, including the Mayor-Commissioner, shall, by majority vote, appoint a successor within thirty (30) days of the occurrence of the vacancy from among all qualified applicants. The person or persons so appointed must possess all of the required qualifications to be a member of the Town Commission. The Commissioner or Mayor-Commissioner appointed by the Town Commission to fill the vacancy as specified herein shall serve only until the next federal, state, county, or Town election. Further, the Commissioner or Mayor-Commissioner elected at such election shall serve only the unexpired term of the Commissioner or Mayor-Commissioner whose position became vacant.

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- (2) If there are more than one hundred eighty (180) days remaining on an unexpired term, or if there are more than one hundred eighty (180) days before the next federal, state, county, or Town election, the Town Commission shall schedule a special election to be held no sooner than ninety (90) days nor more than one hundred twenty (120) days following the occurrence of the vacancy. The Commissioner or Mayor-Commissioner elected to fill the vacancy at any special election shall serve only the unexpired term of the Commissioner of Mayor-Commissioner whose position became vacant.
 - (3) In the event of the death, resignation, or removal of the Mayor-Commissioner, the Vice Mayor shall forthwith commence to serve as interim Mayor-Commissioner until the position of Mayor-Commissioner is filled by election or appointment. When the Vice Mayor becomes interim Mayor-Commissioner, the Town Commission, by majority vote shall appoint one of the remaining Commissioners to become interim Vice Mayor. The Commissioner serving as Mayor-Commissioner, or the Vice Mayor, shall serve as Commission-Mayor, or Vice Mayor, until the newly elected or appointed Commissioner-Mayor, or Vice Mayor, is sworn into office. The interim Mayor-Commissioner, and interim Vice Mayor shall then return to the positions of Vice Mayor and Commissioner which he/she previously held to serve the remainder of his or her unexpired term.
 - (4) In the event of the death, resignation, or removal of the Vice Mayor, the Town Commission shall, by majority vote, elect one of the Commissioners to serve as Vice Mayor.

Sec. 6.9. Extraordinary vacancies.

In the event that all members of the Town Commission are removed by death, disability, or forfeiture of office, the Governor of the State of Florida shall appoint an interim Town Commission that shall call a special election as provided above to fill the vacancies.

Sec. 6.10. Vacancy in candidacy for Mayor-Commissioner or Commissioner.

- (a) *Withdrawal.* A candidate for Mayor-Commissioner or Commissioner may withdraw at any time prior to the election by filing a sworn, executed statement of withdrawal with the Town Clerk.
- (b) *Effect of death, withdrawal or removal where candidate remains on the ballot.*
 - (1) *No supplemental qualifying period.* If the death, withdrawal or removal from the ballot of a qualified candidate or candidates for office following the end of the qualifying period leaves less than two candidates for that office, the remaining candidate shall be declared elected and no election shall be held for that office.
 - (2) *Changes in ballot.* The name of any qualified candidate who has withdrawn, died or been removed from the ballot shall not be printed on the ballot. If the ballot cannot be changed, any votes for that candidate shall be null and void.
- (c) *Effect of death, withdrawal or removal where no candidate remains on the ballot.* Should a vacancy in candidacy leave no candidate remaining for an office after the conclusion of the qualifying period, the resulting vacancy shall be handled as provided in Section 6.8 of the Charter.

(Ord. No. 2013-13, § 2, 10-22-2013)

ARTICLE VII. PLANNING AND ZONING

Sec. 7.1. Maximum height for buildings established; referendum vote required for increases in zoned residential-district height limits.

- (1) No building within the jurisdictional boundaries of the Town, as they existed on March 20, 2006, shall have more than four (4) stories above grade, and the maximum height of buildings within the Town that have four (4) stories above grade shall be forty-four (44) feet above grade, as defined in the Florida Building Code, or above a horizontal plane eighteen inches above the crown of the roadway at the highest point adjoining the property on which the building is located, whichever of those two levels is higher. The maximum height for all other buildings within the Town shall be thirty-three (33) feet
- (a) Above grade, as defined in the Florida Building Code, or
 - (b) Above a horizontal plane eighteen inches above the crown of the roadway at the highest point adjoining the property on which the building is located, or
 - (c) Above the minimum elevation for a habitable, finished floor permitted under applicable federal or Florida state regulations,

Whichever of those three levels is highest. Height shall be measured from the applicable base level specified above to the highest point on a flat roof, or to the median elevation between the peak of a sloped roof and the lowest edge of the sloped roof. In accordance with the Florida Building Code, bulkheads and penthouses used solely to enclose stairways, tanks, elevator machinery or shafts or ventilation or air conditioning apparatus shall not be included in determining building height; all other roofs structures, including parapet walls, shall not exceed four feet in height above the maximum allowed building height.

- (2) In any building within the Town that has more than three (3) stories above grade, the first story shall be at grade level and shall be used for parking, either with or without toll collection booths. The first story may also be used for storage, refuse, security, registration, maintenance, and/or access, either with or without a lobby, provided that at least one-half ($\frac{1}{2}$) of the square footage of the first story is used for parking. Only within districts of the Town zoned for business ("B") use, the first story of buildings having more than three (3) stories above grade may also be devoted to non-residential commercial uses, provided that dedicated parking required by Town ordinance or code for the proposed buildings is provided off-street at a location on or adjacent to the property on which the buildings are situate, and designed so as to enable the parked vehicles to egress the parking space without having to back out into traffic. In any building within the Town that has more than three (3) stories above grade, the first story shall be restricted to the above enumerated uses, and may be used for no other purpose whatsoever. For the purposes of this provision of the Charter, a story is at grade level if its floor is at or below grade and its ceiling is above grade; a story that is at grade level is also above grade. Nothing in this paragraph shall be construed so as to prohibit any building within the Town that has more than three (3) stories above grade from also having one (1) or more subterranean stories below grade, provided, however, that in any building within the Town that has more than three (3) stories above grade, all subterranean stories shall be subject to the same restrictions on use as are established in this paragraph for the first story.
- (3) Buildings which exceed thirty three (33) feet above grade, and which exceed thirty three (33) feet above the horizontal plane eighteen inches above the crown of the roadway at the highest point adjoining the property on which the building is located, but which are nevertheless allowed under subparagraph (1)(c) of this Section, and which do not include a non-habitable first floor with ample parking as required by Town ordinance or code, in accordance with the number and type of units in those buildings, must have dedicated off-street parking at a location on or adjacent to the property on which the buildings are situate. Parking for buildings in this category must be designed so as to enable the parked vehicles to egress the parking space without having to back out into traffic.

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- (4) All existing buildings within the Town that were legally in compliance with existing height and use restrictions on March 20, 2006, or were grandfathered on that date, but that either exceed the maximum building height limit established in paragraph (1), above, of this section of the Charter, or that fail to comply, where applicable, with the restrictions on use established in paragraph (2), above, of this section of the Charter, (hereinafter referred to as "Non-conforming Buildings") shall be considered legal, but non-conforming.
- (5) Notwithstanding the maximum building height limit established in paragraph (1), above, of this section of the Charter, an existing non-conforming building may be replaced by a new nonconforming building when, and only when:
- (a) The existing non-conforming building has:
 - (i) Been destroyed by fire, natural disaster, or other act of God; and
 - (ii) The property owner has submitted and received Town approval of a site plan depicting the replacement building; and
 - (iii) Construction of the replacement building is commenced within twelve (12) months of the date of destruction; or
 - (b) The existing non-conforming building is:
 - (i) Demolished as part of a Town approved redevelopment of the property; and
 - (ii) Prior to demolition, the property owner has submitted and received Town approval of a site plan depicting the replacement building; and
 - (iii) Construction of the replacement building is commenced within six (6) months of the date of site plan approval.
 - (c) The Town Commission may grant one (1) or more six (6) month extensions to the time periods for commencement of construction established in paragraphs (5)(a)(iii) and (5)(b)(iii), above, provided a written request for extension is filed with the Town Clerk prior to (in the case of a first request for extension) the expiration of the initial applicable time period for commencement of construction or prior to (in the case of a subsequent request for extension) the expiration of the most recent extension of the applicable time period for commencement of construction.
 - (d) All new non-conforming buildings constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall comply, where applicable, with the restrictions on use established in paragraph (2), above, and the provisions for parking availability established in paragraph (3), above, of this section of the Charter.
 - (e) The maximum allowable height of any new non-conforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original height of the non-conforming building which it replaces, plus any additional height which (because of the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the charter) may be necessary to obtain the same number of habitable stories as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new non-conforming building from being constructed to a lesser height or from containing fewer habitable stories than that of the original non-conforming building which it replaces. For the purposes of this provision of the Charter, the term "habitable story" means any story or part thereof that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.
 - (f) The maximum allowable square footage of any new nonconforming building constructed pursuant to the provisions of either paragraph (5)(a) or (5)(b), above, shall not exceed the original square footage of the non-conforming building which it replaces, plus any additional square footage which (because of

the requirements of state or federal law, or because of the restrictions on use established in paragraph (2), above, of this section of the Charter) may be necessary to obtain the same number of habitable square feet as was contained in the original non-conforming building. Nothing in this section of the Charter shall be construed to prevent a new nonconforming building from being constructed either with less total square footage or with less habitable square footage than that of the original non-conforming building which it replaces. For the purposes of this section of the Charter, the term "habitable square footage" means the square footage of that portion of a building that is used as a home or place of abode, either permanent or temporary, by one (1) or more persons.

- (6) The maximum building height limits, the restrictions on use and the maximum allowable square footage, and the provisions governing parking established in paragraphs (1), (2), (3) and (5), above, of this section of the Charter, shall be applicable to all real property located within the boundaries of the Town as the boundaries exist on March 20, 2006.
- (7) Every resident of the Town shall have the standing to enforce the maximum building height limits and the maximum allowable square footage established in paragraphs (1), (2) and (5), above, of this section of the Charter, by means of a suit in equity seeking either mandamus; prohibition; or any combination thereof, but nothing in this provision of the Charter shall be construed to either create a cause of action at law for money damages, or to authorize a court of equity to award money damages as an incident to equitable relief, or to authorize an award of attorney's fees to the prevailing party or to any other party.
- (8) The maximum building height limit established in paragraph (1), above, of this section of the Charter, supersedes any existing zoning ordinance or land development regulation to the extent that said zoning ordinance or land development regulation establishes anywhere within the Town a maximum building height limit greater than that established in paragraph (1), above, of this section of the Charter, but nothing in this section of the Charter shall be construed to supersede, modify or repeal any existing zoning ordinance or land development regulation that establishes anywhere within the Town a maximum building height limit lower than that established in paragraph (1), above, of this section of the Charter.
- (9) The Town Commission may not increase, by ordinance or by variance, the maximum building height limits established in paragraphs (1) and (5), above, of this section of the Charter, nor may the Town Commission modify, amend or repeal, by ordinance or by variance, the restrictions on use established in paragraph (2), above, or the provisions for parking availability established in paragraphs (2), (3) or (5), above, of this section of the Charter, nor may the Town Commission increase, by ordinance or by variance, the maximum allowable square footage established in paragraph (5), above, of this section of the Charter. The maximum height limits established for residential zoning districts including, but not limited to, R-5, RS-4, RS-5, RD-10, RM-15, RM-16, RM-25 and PUD in the Town's land development code as of March 20, 2006, may be increased, or such districts re-zoned for any other use whatsoever, only by a referendum vote of the registered voters of the Town in the manner established in Article IV, Section 4.7 [50] of this Charter for the repeal or amendment of initiated ordinances. The Town may not create new categories of zoning without approval of such categories by a similar referendum vote; and all provisions of such new categories of zoning must be submitted to the voters for approval.
- (10) The maximum building height limits established in paragraphs (1) and (5), above, of this section of the Charter, may be increased only by an amendment to or by repeal of this section of the Charter. The restrictions on use established in paragraph (2), above, and the provisions governing parking availability established in paragraphs (2), (3) and (5), above, of this section of the Charter, may be modified, amended or repealed only by an amendment to or by repeal of this section of the Charter. The maximum allowable square footage established in paragraph (5), above, of this provision of the Charter, may be increased only by an amendment to, or by repeal of this section of the Charter. Except as expressly provided below, this section of the Charter may be amended or repealed only by means of a majority vote of the registered voters of the Town at a referendum election held either on the same day as a regularly scheduled November general election or on the same day as a regularly scheduled municipal general election. The amendment or

repeal of this section of the Charter at a special election held on a day other than a regularly scheduled November general election or on a day other than a regularly scheduled municipal general election is expressly prohibited, except that a special election or special election by mail may be held to correct, to the minimum practicable extent, a provision adjudged by a court of competent jurisdiction to violate the State or Federal Constitution or any valid state or federal law, but only after such adjudication is affirmed on appeal. Amendments approved at a special election may include no elements not directly related to such court adjudication.

- (11) These provisions of the Charter shall be effective immediately upon adoption by a majority of the registered voters of the Town voting in a referendum to amend the Charter so as to include these provisions. Upon adoption, the maximum building height limits, the restrictions on use, the maximum allowable square footage and the provisions governing parking availability established in paragraphs (1), (2), (3) and (5), above, of this section of the Charter, shall immediately apply to all real property located within the boundaries of the entire Town. Upon adoption of these provisions, and pending amendment of any portion or portions of the Town's Code of Ordinances inconsistent with this section of the Charter, the more stringent provisions of this section shall apply.

(Ord. No. 2024-05, § 2, 6-6-2024)

Sec. 7.2. Restrictions on the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property.

- (1) As used in this section of the Charter, the term "the El Prado Property" shall refer to the following described real property situate, lying and being in the Town of Lauderdale-By-The-Sea, Florida:

The real property bounded on the west by the eastern boundary line of the Ocean Drive (also known as State Road A1A right-of-way, bounded on the east by the western boundary line of the El Mar Drive right-of-way, bounded on the north by the south boundary line of Lots 1, 2, 3, 4 and 5 of Block 11, and bounded on the south by the north boundary line of Lots 11, 12, 13, 14 and 15 of Block 12, all said Lots, Blocks and rights-of-way as set forth in the Plat of the Lauderdale-By-The-Sea Subdivision as recorded in Plat Book 6, at Page 2 of the Public Records of Broward County, Florida;

and

The real property bounded on the west by the eastern boundary line of the El Mar Drive right-of-way, bounded on the east by the western shore of the Atlantic Ocean, bounded on the north by the southern boundary line of Lot 1, Block 8, and bounded on the south by the north boundary line of Lot 13, Block 7, all said Lots, Blocks and rights-of-way as set forth in the Plat of the Lauderdale By-The-Sea Subdivision as recorded in Plat Book 6, at Page 2 of the Public Records of Broward County, Florida.

- (2) The Town may not vacate, abandon, lease, sell, transfer possession or transfer ownership of the El Prado Property without first obtaining a majority vote of the Town's electors at a referendum election held for the specific purpose of authorizing said vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property.
- (3) Any referendum election called for the purpose of authorizing the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property shall be held either on the same day as a regularly scheduled November general election or on the same day as a regularly scheduled municipal election. The holding of a referendum election called for the purpose of authorizing said vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property on a day other than a regularly scheduled November general election or on a day other than a regularly scheduled municipal election is expressly prohibited.

-
- (4) Every resident of the Town shall have standing to enforce the restrictions on the vacating, abandonment, lease, sale, transfer of possession or transfer of ownership of the El Prado Property established in paragraphs (2) and (3), above, of this provision of the Charter, by means of a suit in equity seeking either mandamus, prohibition, or injunction, or any combination thereof, but nothing in this provision of the Charter shall be construed to either create a cause of action at law for money damages, or to authorize a court of equity to award money damages as an incident to equitable relief, or to authorize an award of attorney's fees to the prevailing party or to any other party.

(Ord. No. 2024-05, § 2, 6-6-2024)

Sec. 7.3. Advisory boards; how constituted.

The Town Commission may at any time by resolution appoint advisory boards, composed of residents of the Town of Lauderdale-By-The-Sea, qualified to act in an advisory capacity to the Town Commission, the Town Manager, or to any department of the Town. The members of such boards shall serve without compensation at the pleasure of the Commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations which shall become part of the records of the Town.

Exhibit "A"

Exact language from Commissioner DeNapoli re calculation of term limits

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.

Exhibit “B”

Exact language from Commissioner DeNapoli re forfeiture

This Charter amendment clarifies when and how a Commission member or the Mayor-Commissioner can be removed from office by updating vague terms with clear, objective criteria tied to state law and court determinations, while preserving strong local safeguards like the existing unanimous vote requirement.

Ballot Question

Ballot Title (6 words):

“Clarifying Standards for Forfeiture of Office”

Ballot Summary (74 words):

Shall the Town Charter be amended to clarify the standards for forfeiture of office of Commission members by: tying qualifications to existing Charter provisions; requiring ethics violations resulting in removal to be determined by the Florida Commission on Ethics under state law; requiring incapacity to serve to be supported by medical certification and a court order; and maintaining the requirement that discretionary forfeiture decisions be approved by unanimous vote of the remaining Commissioner members?

Revisions to Charter Sections 6.6 and 6.7 Proposed by Ballot Question (New proposals are shown in bolded underline or ~~strike-through~~ font)

Section 6.6 – Forfeiture of Office

A Commission member, or the Mayor-Commissioner, is subject to penalties including forfeiture of office if ~~the person~~:

- (1) ~~Lacks, at any time during a term of office, any qualification for the office prescribed by _____ this _____ Charter _____ or _____ general _____ law;~~
The Commissioner or Mayor-Commissioner no longer meets any of the qualifications explicitly listed in Sections 6.3 and 6.4 of this Charter, including but not limited to: bona fide residency in the Town for the required period, status as a registered voter, and term limit restrictions;
- (2) ~~Violates any standard of conduct or code of ethics established by law for public officials;~~ **The Florida Commission on Ethics issues a final order, after exhaustion of all appeals, that the Commissioner or Mayor-Commissioner has violated the Florida**

Code of Ethics for Public Officers and Employees and imposes removal from office under applicable state law;

- (3) **The Commissioner or Mayor-Commissioner ~~Is~~** convicted of a felony while in office;
- (4) **The Commissioner or Mayor-Commissioner ~~F~~fails** to attend four (4) consecutive regular meetings of the Town Commission without being excused by the Town Commission by formal action entered upon the minutes; or
- (5) **~~Becomes incapable of performing the duties of the office for a period of more than three (3) months.~~ The Commissioner or Mayor-Commissioner becomes physically or mentally incapable of performing the essential duties of the office for a continuous period exceeding three (3) months, as certified by a licensed medical professional, and confirmed by a final order of a court of competent jurisdiction.**

~~In all circumstances arising under this section, the Town Commission shall be the judge of its own membership.~~

In all matters under this Section, except in granting excused absences or where removal is mandated by the Florida Commission on Ethics or a court order, the Town Commission shall act by unanimous vote of the remaining members. The Commissioner or Mayor-Commissioner subject to potential forfeiture shall not vote on any matter pertaining to their own removal.

Nothing in this section shall be construed to limit the authority of the Governor under the Florida Constitution to suspend or remove a municipal officer.

Section 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.~~

For matters not automatically imposed by state law or a court order, the Town Commission shall conduct the hearing and act as the adjudicating body. The Commissioner or Mayor-Commissioner in question shall have the burden of establishing good cause for absence; provided, however, that any Commissioner or Mayor-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 **or Mayor-Commissioner**, from any past, present, or future meeting(s), which motion, if carried, shall be conclusive. A Commissioner **or Mayor-Commissioner**~~whose qualifications are in question, or~~ who is ~~otherwise~~ subject to ~~a~~ forfeiture **hearing** ~~offor~~ his/her office, shall not vote on any such matters. Any ~~final determination~~ **discretionary forfeiture** 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 of the Commissioner **or Mayor-Commissioner** in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture. **For state or court-mandated removals, the Town Commission shall implement the removal without vote.**

* These unbolded changes are already proposed.



Town Commission Agenda Item Report

Meeting Date: April 28, 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 (I) (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)
(December 14, 2015 Hearing/4 pm)
(December 14, 2015 Hearing/4 pm)
(December 14, 2015 Hearing/4 pm)
(December 14, 2015 Hearing/4 pm)
(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















Town Commission Agenda Item Report

Meeting Date: April 28, 2026

Submitted By: Lucila Lang, Finance Director

Submitting Department: Finance

Item Type: Action Item

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2026-14: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH CLEARGOV, INC. FOR BUDGETING AND DIGITAL BUDGET BOOK SOFTWARE SERVICES IN AN AMOUNT NOT TO EXCEED \$129,751.76; WAIVING THE TOWN'S PURCHASING MANUAL FOR THE PURCHASE OF THE SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Explanation: BACKGROUND

The Town of Lauderdale-By-The-Sea currently prepares its annual budget using a combination of Microsoft Word and Excel documents. While this approach has historically met the requirements, recent legislative changes will significantly expand the requirements for municipal budget preparation, presentation, and public accessibility.

The Florida Legislature has adopted CS/CS/HB 1329, which becomes effective January 1, 2027. This legislation introduces new requirements related to budget transparency, public access, and digital reporting.

The implementation timeline associated with CS/CS/HB 1329 requires the Town to begin preparing for compliance during the upcoming FY27 budget cycle. The Town's current budget development and publication process relies heavily on manual data compilation, static documents, and limited public accessibility.

Transitioning to a digital budgeting platform at this time will:

- Allow sufficient time for implementation, staff training, and data migration prior to the FY27 budget adoption process.
- Ensure the Town can fully comply with new statutory requirements without operational disruption.
- Improve efficiency during a period when the Town is also managing increased budget complexity, capital planning, and rising service costs.
- Position the Town to provide a modern, transparent, and interactive budget experience to residents.

Delaying implementation may result in increased administrative burden, compressed timelines, and potential compliance challenges.

CURRENT PROCESS LIMITATIONS

The Town's current reliance on Microsoft Word and Excel presents several limitations in meeting the enhanced requirements of CS/CS/HB 1329.

Word and Excel are static tools and do not provide the level of interactivity, searchability, or dynamic data presentation required under the new legislation. Compliance would require significant manual effort to compile and present historical financial data, create comparative analyses, and format information in a manner that is accessible and user-friendly to the public.

Specifically:

- The Town would be required to manually compile and maintain multiple years of historical data across various funds, departments, and programs, increasing the risk of inconsistencies and errors.
- Producing searchable and downloadable financial data, including employee salary and travel information, cannot be efficiently achieved through static documents.
- The required 10% budget reduction exercise would involve extensive manual modeling and separate documentation.
- Updating and republishing budget information would require duplicative effort across multiple files and formats.

In addition, the Finance Department currently consists of 3 employees, one of whom is primarily dedicated to accounts payable and payroll functions. The remaining staff are responsible for budget development, financial reporting, audits, investments, procurement, and compliance activities.

Given these staffing constraints, continuing to rely on manual Word and Excel processes would create operational inefficiencies, increase workload demands, and elevate the risk of delays or non-compliance with statutory requirements.

LEGISLATIVE REQUIREMENTS

The new law requires municipalities to enhance how budget information is presented and made available to the public. Key provisions include:

- Requiring municipalities to perform and publish a budget reduction exercise identifying at least a 10% reduction scenario without impacting essential services.
- Posting the tentative budget, adopted tentative budget, and final budget to the city's website as a PDF or similar electronically accessible form. All posted budgets must include the proposed fiscal year, current fiscal year, and preceding 4 fiscal years with the following information
 - Budget overview and summary with narrative analysis that also utilizes graphical illustrations to highlight major points of emphasis and trends.
 - An overall municipal summary of revenue and expenditures.
 - A summary of revenue and expenditures by fund.
 - A summary of expenses by department and division.

- A summary of expenses by program or function.
 - A summary of expenses related to debt obligations.
 - A summary of expenses related to capital projects.
 - An organizational chart or staffing summary.
- A summary and analysis of municipal reserves and fund balances.

These requirements represent a significant shift toward interactive, digital, and highly transparent budget presentation formats that cannot be efficiently supported through static Word and Excel documents.

PROPOSED SOLUTION

Staff has evaluated ClearGov, a cloud-based budgeting and financial transparency platform designed specifically for local governments.

ClearGov provides an integrated solution that includes:

- Operational Budgeting Module – Streamlines budget development and departmental collaboration.
- Capital Improvement Planning (CIP) – Tracks and prioritizes capital projects.
- Personnel Budgeting – Models salary, benefits, and staffing impacts.
- Digital Budget Book – Publishes an interactive, web-based budget document accessible to the public. This document can also be downloaded as a “PDF”.

According to the proposal, ClearGov enables municipalities to produce interactive, searchable, and publicly accessible budget books, aligning directly with the new statutory requirements.

CLEARGOV CUSTOMER REFERENCES (FLORIDA)

ClearGov is currently utilized by several municipalities within South Florida and the surrounding region, including:

- City of Lighthouse Point, FL
- City of Coral Springs
- City of Dania Beach
- City of Wilton Manors
- City of Boca Raton
- City of Hallandale Beach
- City of Fort Lauderdale
- City of Delray Beach

These agencies are comparable in-service delivery and operational structure, demonstrating the platform’s applicability and effectiveness in similar municipal environments.

FINANCIAL IMPACT

Based on the vendor’s proposal:

- Initial Prorated Subscription and Implementation Cost: \$20,383.56
- Contract Term: A five (5) year subscription term for an annual subscription fee in the amount of \$20,000, subject to a 3% annual increase, for a total contract amount of \$129,751.76.

ClearGov pricing varies based on the size of the municipality and modules selected. The proposal is consistent with industry standards for a full budgeting and transparency platform.

The pricing is subscription based and it is tiered by budget size and functionality.

ClearGov software is best used for small to midsize municipalities (like LBTS). It is easy to implement, has a strong digital budget book and public transparency tools, and integrated modules (budgeting, CIP, personnel).

Other options that staff considered were for larger municipalities with more complex reporting needs and were higher in cost.

While the annual cost represents a new operational expense, the investment provides significant value to the Town by ensuring compliance with CS/CS/HB 1329 and reducing the administrative burden associated with manual budget documents across multiple platforms.

Implementation of ClearGov will streamline these processes, improve accuracy, and allow for real-time collaboration across departments. Additionally, the platform enhances transparency and public engagement by providing residents with an interactive and user-friendly view of the Town's finances.

Funding for this service will be incorporated into the Finance Department's operating budget.

BENEFITS TO THE TOWN

Implementation of ClearGov is expected to provide the following benefits:

- Ensures compliance with CS/CS/HB 1329.
- Enhances transparency and public engagement through interactive budget tools.
- Improves operational efficiency by reducing manual processes.
- Provides real-time data integration across departments.
- Strengthens financial reporting and decision-making capabilities.

Additionally, the platform will position the Town to meet current and future expectations for digital government services.

AGREEMENT WITH CLEARGOV

ClearGov provided a Service Order that incorporates its standard ClearGov BCM Service Agreement. To ensure consistency with the Town's requirements, the Town prepared an addendum that supersedes any conflicting vendor terms, and ClearGov has agreed to the Town's terms and conditions. The resulting Agreement is included as Exhibit "A," with Attachment 1 consisting of the ClearGov BCM Service Agreement and Attachment 2

consisting of the Service Order.

Recommendation: Staff recommends that the Commission approve an agreement with ClearGov for budgeting and digital budget book software.

Exhibits:

1. Resolution 2026-14 ClearGov Budgeting Software
2. Exhibit A-LBTS ClearGov Agreement with Attachments
3. CLEARGOV Proposal
4. CS_CS_HB1329

RESOLUTION NO. 2026-14

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN AGREEMENT WITH CLEARGOV, INC. FOR BUDGETING AND DIGITAL BUDGET BOOK SOFTWARE SERVICES IN AN AMOUNT NOT TO EXCEED \$129,751.76; WAIVING THE TOWN'S PURCHASING MANUAL FOR THE PURCHASE OF THE SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the "Town") desires to improve efficiency, accuracy, and transparency of its budgeting and financial planning processes by utilizing software solutions to support the Town's development and management of operating, personnel, and capital budgets in compliance with new state law requirements; and

WHEREAS, the Town has reviewed and evaluated the software solutions offered by ClearGov, Inc. ("ClearGov"), which owns and operates a cloud-based budgeting and financial transparency platform and related software services designed specifically for local governments (the "Services"); and

WHEREAS, ClearGov has submitted a proposal to provide the Services for a term commencing on May 1, 2026, and continuing through September 30, 2031, including an initial prorated subscription fee and one-time setup fee in the amount of \$20,383.56, and a five (5) year subscription term with an annual subscription fee in the amount of \$20,000, subject to a 3% annual increase, for a total contract amount of \$129,751.76, as further detailed in the Agreement attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, Section IV (L) “Waiver of Purchasing Procedures” of the Town’s Purchasing Manual provides that the Town Commission may waive Town purchasing requirements when they find that an alternative purchasing method is in the best interest of the Town; and

WHEREAS, Town Staff recommends that the Town Commission approve the Agreement with ClearGov for the Services; and

WHEREAS, in accordance with Section IV(L) of the Town’s Purchasing Manual, the Town Commission desires to approve the Agreement with ClearGov and authorize the Town Manager to execute the Agreement, in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and authorize the Agreement with ClearGov for the Services.

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

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

Section 2. Approval of Agreement. The Town Commission hereby approves the Agreement with ClearGov for the Services.

Section 3. Waiver of Purchasing Manual. The Town Commission hereby waives the purchasing manual for the Services.

Section 4. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Agreement with ClearGov for the Services, in substantially the form attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 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 its passage.

PASSED AND ADOPTED this _____ day of _____, 2026.

Mayor Edmund Malkoon

Attest:

Melissa Vasami, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

**ADDENDUM TO THE CLEARGOV BCM SERVICE AGREEMENT
BETWEEN
THE TOWN OF LAUDERDALE BY-THE-SEA
AND
CLEARGOV**

THIS ADDENDUM (“Addendum”) to the ClearGov BCM Service Agreement (the “Agreement”) is entered into by and between the TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA (“Customer” or “Town”), and CLEARGOV, INC., a Delaware corporation authorized to do business in Florida (“ClearGov”) (with each being referred to herein as a Party or collectively referred to as “Parties”), and is effective the date this Addendum is fully executed by the Parties (“Effective Date”).

WITNESSETH

WHEREAS, ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS, the Town wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public, as well as to leverage the functionality of such ClearGov App(s); and

WHEREAS, concurrently with this Addendum, the parties are entering into the Service Agreement attached hereto as Attachment 1, which sets forth the general terms and conditions governing the Town’s use of the ClearGov Service as specified in one or more applicable ClearGov Service Order(s); and

WHEREAS, the Town requires that certain terms be incorporated into, clarified, or supersede provisions of the Service Agreement to ensure compliance with Florida law and applicable Town ordinances, policies, and contracting requirements; and

WHEREAS, the parties intend that this Addendum shall control in the event of any conflict with the Service Agreement or any applicable ClearGov Service Order(s), as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and ClearGov hereby agree as follows:

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Defined Terms.**

(a) The term “Service Agreement” shall mean the ClearGov Service Agreement, attached hereto as Attachment 1.

- (b) The term “Service Order” shall mean the ClearGov Service Order attached hereto as Attachment 2.
 - (c) The term “Agreement” shall mean this Addendum, together with the Service Agreement, the Service Order, and all exhibits and attachments incorporated herein.
 - (d) All other capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings ascribed to such terms in the Service Agreement, except that for purposes of this Addendum, the term “Customer” shall mean the “Town.”
3. **Conflicts; Order of Priority.** This Addendum, without attachments and exhibits, is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Addendum, the Service Agreement, the Service Order, or any attachments, exhibits, or documents incorporated herein by reference, the conflict shall be resolved in the following order of priority:
- (a) First Priority: This Addendum (Base Agreement);
 - (b) Second Priority: Attachment 2 –Service Order;
 - (c) Third Priority: Attachment 1 –Service Agreement;
 - (d) Fourth Priority: Exhibits/Affidavits.
4. **Compensation.** In consideration of ClearGov’s provision of the ClearGov Service and any services set forth in the Service Agreement, the Town shall pay ClearGov in an amount not to exceed the fees set forth in the Service Order attached hereto as Attachment 2, in accordance with the terms of the Service Agreement, subject to the terms of this Addendum as follows:
- (a) The Town shall pay all proper invoices in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.
 - (b) To be payable, an invoice must comply with all applicable statutory requirements and the requirements of the Service Agreement.
 - (c) If an invoice does not meet such requirements, the Town shall reject the invoice in writing, specifying the deficiency and the action necessary to cure such deficiency.
 - (d) No payment shall be due until a proper invoice has been received and the Town verifies that the applicable ClearGov Service and/or services have been provided in accordance with the Service Agreement.
 - (e) Notwithstanding anything to the contrary, the Town’s obligation to pay is subject to lawful appropriation of funds.
5. **Termination.**

- (a) **Availability of Funds.** In the event funds for the Agreement are not made available or otherwise allocated by the Town Commission (“Commission”), the Town may terminate the contract upon thirty (30) days prior written notice to ClearGov without penalty or liability for such termination. The Commission shall be the final authority as to availability of funds and how such available funds are to be allotted and expended.
 - (b) **Nonperformance.** The Town may terminate the Agreement for cause if ClearGov is in in breach and does not correct the breach within ten (10) days after written notice from the Town identifying the breach.
 - (c)
- 6. **Limitation of Liability.** Any limitation of liability provision in the Service Agreement is hereby modified to provide that such limitation shall not apply to:
 - (a) ClearGov’s indemnification obligations;
 - (b) breaches of confidentiality;
 - (c) violations of law;
 - (d) any unauthorized access to or disclosure of Customer Data; or
 - (e) ClearGov’s gross negligence or willful misconduct.
- 7. **Customer Data.** Notwithstanding anything to the contrary in the Service Agreement, Customer Data shall be used by ClearGov solely for the purpose of providing the ClearGov Service to the Town and for no other purpose. ClearGov shall not sell, share, or otherwise use Customer Data for any secondary purpose. ClearGov shall implement reasonable administrative, technical, and physical safeguards to protect Customer Data and shall notify the Town of any unauthorized access to or disclosure of Customer Data within seventy-two (72) hours of discovery.
- 8. **Ethics.**
 - (a) ClearGov warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
 - (b) No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
 - (c) No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
 - (d) ClearGov covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be

performed hereunder and in effect at the time of performance. ClearGov covenants that it will conduct no activity or provide any service that is unlawful or offensive.

9. **Indemnification.** To the extent permitted by law, ClearGov agrees to indemnify, defend, and hold harmless Town and its directors, officers and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims arising out of or resulting from: (a) the negligent acts or omissions or willful misconduct of ClearGov; (b) any claim that the services or software provided hereunder infringe or misappropriate any intellectual property right; (c) any breach of ClearGov's obligations relating to confidentiality or data security; and (d) any personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of ClearGov, its respective officials, agents, employees or subcontractors in the ClearGov's performance of Services pursuant to this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.
10. **Insurance.** ClearGov shall maintain in full force and effect throughout the term of this Agreement the types and limitations of insurance coverage as indicated below and, where applicable, shall provide certificate(s) of insurance evidencing such coverage. If required, certificates shall state that coverage will not be canceled or materially altered without at least thirty (30) calendar days' prior written notice to the Town, and shall name the Town as an additional insured where specified. All required insurance policies shall be issued by companies authorized to do business in the State of Florida and have a Best's rating of B+ or better, unless otherwise approved by the Town. The Town reserves the right to request proof of any required insurance coverage at any time during the term of the Agreement.

☒ **Comprehensive General Liability Insurance** — \$1,000,000 per occurrence; \$2,000,000 aggregate. Must include coverage for property damage, personal injury, contractual liability, completed operations, products liability, and independent contractors.

☒ **Workers' Compensation Insurance** — Statutory coverage in accordance with Florida law.

☒ **Comprehensive Automobile Liability Insurance** — \$1,000,000 per occurrence; includes hired and non-owned vehicle liability.

☒ **Cyber liability Insurance** — \$2,000,000 per occurrence.

☒ **Professional Liability Insurance** — \$1,000,000 on a claims-made basis.

☐ **Insurance Coverage as Required by Law** — Consultant shall maintain only those insurance policies required by applicable law. No certificate of insurance required unless requested by the Town.

11. **Governing Law; Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Broward County, Florida. If either the Town or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.
12. **Waiver of Jury Trial.** The Town and Consultant **knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings** in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/ arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
13. **Compliance with Laws.** ClearGov agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.
14. **Public Records.** Notwithstanding anything else in this Agreement, any action taken by Town in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If ClearGov is acting on behalf of Town as stated in Section 119.0701, Florida Statutes, ClearGov shall:
 - (a) Keep and maintain public records required by Town to perform the Services;
 - (b) Upon request from Town, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Town; and
 - (d) Upon expiration of the Term or termination of this Agreement, transfer to Town, at no cost, all public records in possession of ClearGov or keep and maintain public records required by Town to perform the services. If ClearGov transfers the records to Town, ClearGov shall destroy any duplicate public records that are exempt or confidential and exempt. If ClearGov keeps and maintains the public records, ClearGov shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to Town upon request in a format that is compatible with the information technology systems of Town.

**IF CLEARGOV HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, VENDOR'S DUTY TO PROVIDE**

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: MELISSA VASAMI, TOWN CLERK
Mailing address: 4501 NORTH OCEAN BLVD
LAUDERDALE BY THE SEA, FL 33308
Telephone number: 954-640-4201
Email: TOWNCLERK@LBTS-FL.GOV

15. **State Required Affidavits and Certifications.** By entering into this Agreement, the ClearGov agrees to comply with the following state requirements:

- (a) **Affidavit attesting to noncoercive conduct for labor or services.** Pursuant to *Section 787.06, Florida Statutes*, a nongovernmental entity executing, renewing, or extending a contract with the Town is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in *Section 787.06(2)(a), Florida Statutes*.
- (b) **Affidavit regarding prohibition on contracting with entities of foreign countries of concern.** Pursuant to *Section 287.138, Florida Statutes*, the Town may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. An affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.
- (c) **Employment verification.** Pursuant to *Section 448.095, Florida Statutes*, the Town must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The Town or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (d) **Public Entity Crimes.** ClearGov represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. ClearGov further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether ClearGov has been placed on the convicted vendor list.

- (e) **Scrutinized Companies.** ClearGov certifies that it is not on the Scrutinized Companies or Other Entities that Boycott Israel List and is not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the ClearGov is found to have submitted a false certification or is placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel during the term of this Agreement. If this Agreement is for goods or services in an amount of one million dollars (\$1,000,000) or more, the ClearGov certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and that it does not engage in business operations in Cuba or Syria. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the ClearGov is found to have submitted a false certification or is placed on the Scrutinized Companies with Activities in Sudan List or is engaged in business operations in Cuba or Syria during the term of this Agreement.
- (f) **Discriminatory Company List.** Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or company under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, ClearGov represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.
16. **No Contingent Fees.** ClearGov warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ClearGov, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for ClearGov any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement
17. **Access to Records and Audit Clause.** ClearGov agrees to permit the Town to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the Town the right to audit any books, documents and papers of ClearGov that were generated during the course of the administration of this Agreement. ClearGov shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes.
18. **Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by Town nor shall anything included herein be construed as consent by Town to be sued by third parties in any matter arising out of this Agreement.
19. **Assignment.** Neither party may assign its rights or obligations under this Agreement without

the consent of the other. However, ClearGov may assign this Agreement without such consent to any subsidiary or parent company of ClearGov or to any successor by way of any merger, consolidation or other corporate reorganization of ClearGov or sale of all or substantially all of the assets of ClearGov or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of ClearGov under this Agreement.

20. **Counterparts.** This Addendum may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum on the dates set forth below their respective signatures.

TOWN:

CLEARGOV:

TOWN OF LAUDERDALE-BY-THE-SEA, a
Florida municipal corporation

CLEARGOV, INC, a Delaware corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPROVED AS TO LEGAL FORM AND
SUFFICIENCY:**

Susan L. Trevarthen, Town Attorney

This ClearGov BCM Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**"). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

- 1.1) "**Account**" means an access point for the ClearGov Service that requires registration by the Customer.
- 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
- 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
- 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
- 1.5) "**ClearGov Service**" means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
- 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
- 1.7) "**Customer PDF**" means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
- 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer, including Sensitive Data entered or provided by Customer.

Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.10) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Sensitive Data**:" means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) Service Usage & Licenses.

- 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.
- 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) Term and Termination.

- 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
 - a) Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice

thereof.

- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

3.3) **Obligations.** Upon expiration or termination of this Agreement:

- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
- b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
- c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

3.4) **Survival.** Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

- 4.1) **Fees.** Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) **Interest and Collections.** Customer will be charged \$50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.
- 4.3) **Taxes.** Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

- 5.1) **General.** Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 5.2) **Data Ownership and License.**
 - a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data

as contemplated by this Agreement.

- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

- 5.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

- 6.1) **By ClearGov.** ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv)

ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.

- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "**Claim**") arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.
- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.
- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS

ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.

- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party's prior written consent, except as required by law, including but not limited to open public record laws.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.
- 7.3) The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent

injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker's Compensation insurance as required by law.
- 8.6) No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- 8.7) Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by

arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

- 8.8) Modification. ClearGov shall have the right to modify this Agreement at any time by posting revised terms and conditions at the following URL: <http://www.ClearGov.com/terms-and-conditions>. Changes will be binding on the date they are posted. Continued use of the ClearGov Service will be considered acceptance by Customer of the then current Agreement.
- 8.9) Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 8.10) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.11) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

Created By	Tyler Yehl
Contact Phone	(727) 808 - 7315
Contact Email	tyehl@cleargov.com

Order Date	Apr 16, 2026
Order Valid If Signed By	Apr 30, 2026

Customer Information				
Customer	Town of Lauderdale by the Sea	Customer Annual Budgeted Expenditures - All Funds Total		\$30,000,000
Address	4501 North Ocean Drive	Contact	Ken Rubach	Billing Contact Lucila Lang
City, St, Zip	Lauderdale-by-the-Sea	Title	Town Manager	Title Finance Director
Phone	(954) 640-4233	Email	kenr@lauderdalebythesea-fl.gov	Email Lucila@lauderdalebythesea-fl.gov
PO (Y/N)				N

The Services you will receive and the Fees for those Services are:	
Setup Services	Service Fees
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions	\$ 42,037.50
ClearGov Setup: Bundle Discount - Discount for bundled solutions	\$ (30,037.50)
Total ClearGov Setup Service Fee - Billed ONE TIME	\$ 12,000.00
Subscription Services	Service Fees
ClearGov Platform	
ClearGov Operational Budgeting	
ClearGov Personnel Budgeting	
ClearGov Capital Budgeting	
ClearGov Digital Budget Book	
ClearGov Bundle Discount:	\$ (14,012.50)
Additional Discount	\$ (22,037.50)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE	\$ 20,000.00

ClearGov will provide your Services according to this schedule:			
Period	Start Date	End Date	Description
Setup	May 1, 2026	May 1, 2026	ClearGov Setup Services
Pro-Rata	May 1, 2026	Sep 30, 2026	ClearGov Subscription Services
Initial	Oct 1, 2026	Sep 30, 2031	ClearGov Subscription Services

To be clear, you will be billed as follows:		
Billing Date(s)	Amount(s)	Notes
May 1, 2026	\$20,383.56	One-time Setup & Prorata Subscription Fee
Oct 1, 2026	\$20,600.00	Annual Subscription Fee
Oct 1, 2027	\$21,218.00	Annual Subscription Fee
Oct 1, 2028	\$21,854.54	Annual Subscription Fee
Oct 1, 2029	\$22,510.18	Annual Subscription Fee
Oct 1, 2030	\$23,185.48	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms & Conditions		
Valid Until	Apr 30, 2026	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Rate Increase	3% per annum	The Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.

Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service (s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	Ken Rubach
Title	Town Manager

ClearGov, Inc.	
Signature	
Name	Michael Mattson
Title	Chief Revenue Officer

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)			
Select Order Type for this Service Order	NL	If XS: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities
- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts. - ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary. - ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed. - If Customer is subscribing to any products that require data onboarding: - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff. - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s). - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data. - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process. - ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference. - ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

(Pursuant to Section 787.06, Florida Statutes)

STATE OF Delaware
COUNTY OF New Castle

BEFORE ME, the undersigned authority, personally appeared Michael V. Mattson ("Affiant"), who, being duly sworn, deposes and states as follows:

1. **Affiant Information.** Affiant is an officer or authorized representative of ClearGov Inc., a Corporation (entity type) organized under the laws of the State/Commonwealth of Massachusetts, with a principal place of business at 2 Mill & Main, Suite 630; Maynrd, MA 01754 ("Company").
2. **Authority.** Affiant is authorized to execute this Affidavit on behalf of the Company.
3. **Purpose.** This Affidavit is made in connection with the execution, renewal, or extension of a contract between the Company and the Town of Lauderdale-By-The-Sea, Florida.
4. **Noncoercive Conduct Certification.** Pursuant to Section 787.06, Florida Statutes, Affiant hereby attests, under penalty of perjury, that the Company does **not** use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.
5. **Compliance.** The Company has implemented and maintains policies and practices intended to ensure compliance with all applicable laws relating to forced labor, human trafficking, and coercion for labor or services.
6. **Ongoing Obligation.** The Company agrees to notify the Town promptly if it becomes aware of any violation of Section 787.06, Florida Statutes, in connection with its operations.

FURTHER AFFIANT SAYETH NAUGHT.

Signature of Affiant



Printed Name of Affiant

Michael V. Mattson

Title

Chief Revenue Officer

Company Name ClearGov Inc.

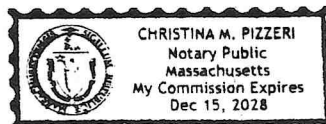
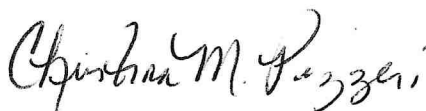
Date: April 20, 2026

SWORN TO AND SUBSCRIBED before me this 20th day of April, 26, by Michael V. Mattson, who is ☒ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Massachusetts

Print Name: Christina M. Pizzeri

My Commission Expires: December 15, 2028



AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

(Pursuant to Section 287.138, Florida Statutes)

STATE OF Delaware
COUNTY OF New Castle

BEFORE ME, the undersigned authority, personally appeared Michael V. Mattson ("Affiant"), who, being duly sworn, deposes and states as follows:

1. Affiant Information.

Affiant is an officer or authorized representative of ClearGov Inc., a Corporation (entity type) organized under the laws of the State/Commonwealth of Massachusetts, with a principal place of business at 2 Mill & Main, Suite 630; Maynard, MA 01754 ("Company").

2. Authority.

Affiant is authorized to execute this Affidavit on behalf of the Company.

3. Purpose.

This Affidavit is made in connection with the submission of a bid, proposal, or reply to, or the execution, renewal, or extension of a contract between the Company and the Town of Lauderdale-By-The-Sea, Florida (the "Town"), which may provide the Company with access to an individual's personal identifying information.

4. Statutory Certification (Section 287.138, Florida Statutes).

Pursuant to **Section 287.138, Florida Statutes**, the undersigned, on behalf of the Company, hereby certifies, represents, and attests under penalty of perjury that:

- a. The Company is **not owned by the government of a foreign country of concern**;
- b. The government of a foreign country of concern does **not have a controlling interest** in the Company; and
- c. The Company is **not organized under the laws of, and does not have its principal place of business in, a foreign country of concern**.

5. Definition Acknowledgment.

Affiant acknowledges that the term "foreign country of concern" has the meaning ascribed to it in Section 287.138, Florida Statutes, as may be amended from time to time.

6. Compliance.

The Company has exercised reasonable diligence to ensure compliance with Section 287.138, Florida Statutes, including reviewing its ownership, control structure, and principal place of business.

7. Continuing Obligation.

The Company agrees to promptly notify the Town in writing if any of the certifications made herein change or are no longer accurate during the term of any contract with the Town.

FURTHER AFFIANT SAYETH NAUGHT.

Signature of Affiant



Printed Name of Affiant

Michael V. Mattson

Title

Chief Revenue Officer

Company Name

ClearGov Inc.

Date: April 20, 2026

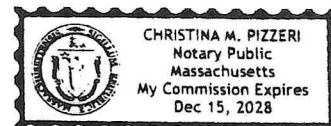
SWORN TO AND SUBSCRIBED before me this 20th day of April, 26, by Michael V. Mattson,
who is ☒ personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Massachusetts

Print Name: Christina M. Pizzeri

My Commission Expires: December 15, 2028

Christina M. Pizzeri





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 115 Federal St Boston MA 02210	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: Hartford Accident and Indemnity Company INSURER C: Greenwich Insurance Company INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 617-646-0400 NAIC # 29459 22357 22322
INSURED Clear Gov Inc 2 Mill & Main Place Suite 630 Maynard MA 01754	CLEARINC-12	

COVERAGES**CERTIFICATE NUMBER:** 1390199836**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	08SBAAA4458	1/1/2026	1/1/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	08SBAAA4458	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	08SBAAA4458	1/1/2026	1/1/2027	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	08WECAW0KLB	1/1/2026	1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Cyber/Tech E & O			MTP9049900 00	1/1/2026	1/1/2027	Aggregate Limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Lauderdale-By-The-Sea. FL is included as Additional Insured with respect to General Liability coverage as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**The Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea FL 33308

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LBTS Software Proposal

Prepared On

04/01/26

Prepared For

Ken Rubach
Town Manager
Town of Lauderdale by the Sea

Prepared By

Tyler Yehl
ClearGov, Inc.
Tyehl@cleargov.com
(727) 808-7315



04/02/2026

Ken Rubach
Town Manager
Town of Lauderdale by the Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Dear Ken,

On behalf of ClearGov, I am pleased to provide you and your team with this proposal for The Town of Lauderdale by the Sea..

Public sector finance is defined by a unique and demanding need for absolute fiscal precision paired with an ever-evolving standard for transparency and public accountability. Too often, however, finance teams are hindered by a fragmented financial cycle—where disconnected data and manual processes drain professional resources and leave vital institutional knowledge at risk.

ClearGov was built to bridge this gap with a unified Finance Cycle Management ecosystem that replaces disconnected systems with a modern, integrated platform. By connecting planning, budgeting, reporting, and public disclosures into a single environment, agencies can establish work with greater operational clarity, speed, and confidence.

We understand Lauderdale by the Sea's goal of **moving away from manual budget processes**, adopting a simple **source of financial truth, improving internal & citizen visibility and confidence**, and **supporting commission decision-making** with clear, easy-to understand financial data.

This proposal includes ClearGov's full budget suite inclusive of **capital, personnel, and operational budgeting** modules that flow into the **Digital Budget book**.

With a community of over 1,700 public agencies across North America, our extensive market footprint ensures our solutions are already vetted across diverse and demanding environments. Partnering with ClearGov enables your agency to move forward with a platform validated at scale, ensuring your financial infrastructure is backed by the most trusted name in the industry.

Thank you for the opportunity to demonstrate how ClearGov can help Lauderdale by the Sea unify its budget cycle. We look forward to the possibility of partnering with you.

Tyler Yehl
ClearGov, Inc.
Tyehl@cleargov.com
(727) 808-7315

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Executive Summary

Executive Summary

Behind every community striving to thrive lies an unseen struggle: dedicated finance professionals trapped in an antiquated, fragmented financial cycle. Lacking modern, integrated tools, these teams are forced to juggle massive spreadsheets and manually reconcile disconnected data late into the night.

Managing the finance cycle isn't just time-consuming; it's high stakes. A single error in a sea of spreadsheets doesn't just derail a project—it erodes public trust. This pressure is compounded by the constant demand for professional, compliant reporting and public transparency. Teams scramble to assemble data and content from disconnected sources, and this "manual hand-off" creates a high-risk environment where errors are difficult to trace and institutional knowledge is easily lost.

This proposal outlines a transition from these manual silos to a unified Financial Cycle Management ecosystem. ClearGov is designed to bridge the modernization gap by establishing a continuous data thread that connects your planning, budgeting, reporting, and more into a single, synchronized environment.

By partnering with ClearGov, you'll achieve:



Expanded Operational Capacity

Automating repetitive processes and streamlining workflows allows your team to shift from manual data maintenance to strategic financial leadership.



Absolute Data Integrity

By eliminating manual "hand-offs" between disconnected tools, you ensure that internal decisions and public-facing reports remain in perfect sync.



Enhanced Community Trust

Translating complex financial data into interactive, visual narratives builds deeper stakeholder understanding and gains support for strategic priorities.



Institutional Continuity

Moving to a modern, connected platform preserves your team's expertise so that workflows and financial logic remain intact through every staff transition.



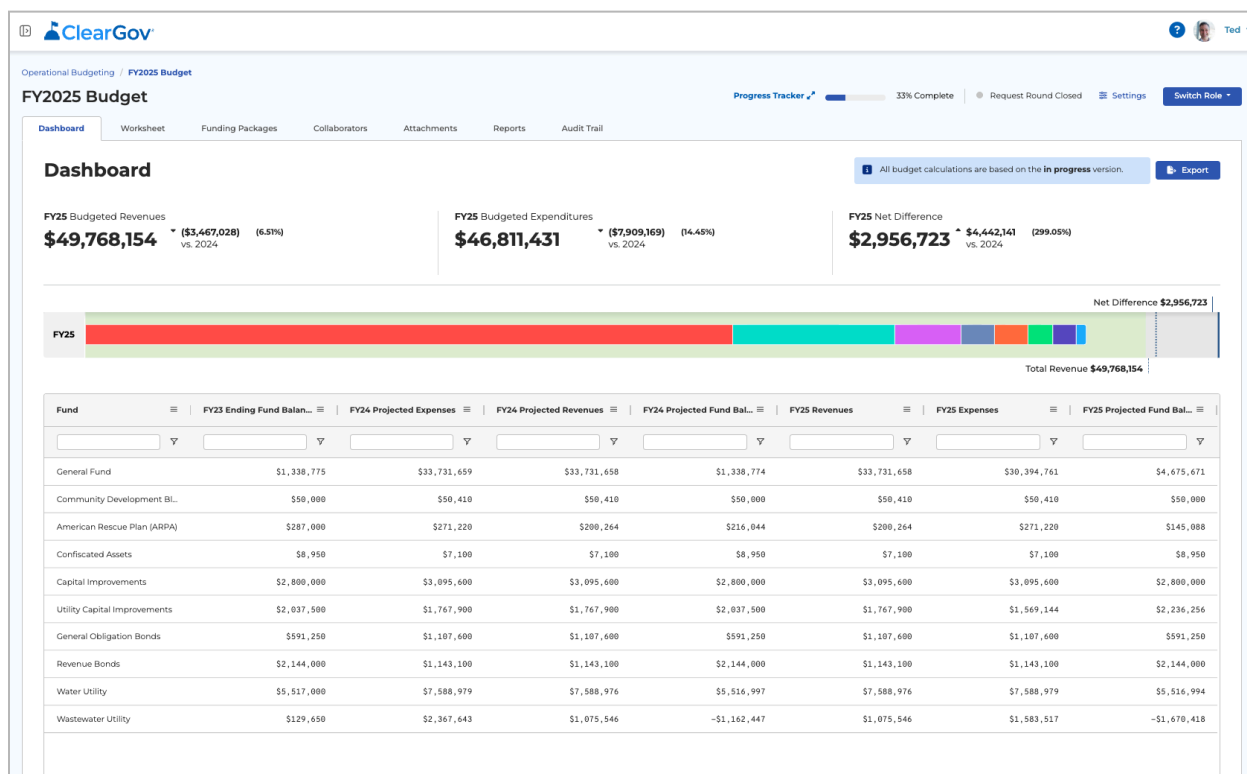
Solutions Overview

Budgeting & Planning Suite

Operational Budgeting

Forget wrangling spreadsheets and emails. Lead with confidence.

Streamline the budget process from baseline to adoption through amendments.



Visualize metrics in a powerful dashboard

Dive into your budget data with our interactive dashboard that updates in real-time to reflect edits to your budget as they're made.

Track budget versions with ease

Gain a complete view of all your funds, edit 1 item and sub-line item details, and save versions of your budget as it progresses.

Flexible options for multi-year budgeting

Plan for annual, biennial, or multi-year budget cycles with accurate end-of-year projections and efficient future forecasts.

Strengthen collaboration across teams

Invite team members to submit funding requests easily and centralize all justification notes, attachments, and more.

View changes in an audit trail

Know who changed what and when. Our audit trail captures all changes to create a comprehensive historical record.

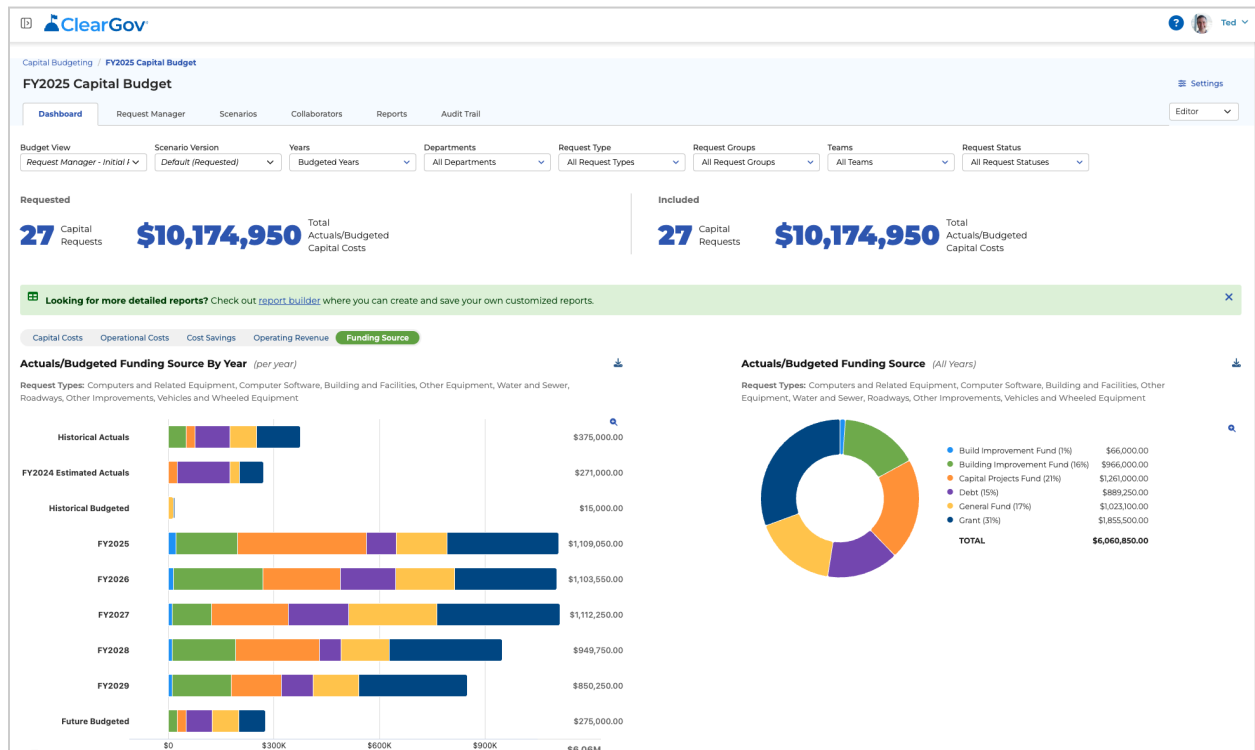
Create reports effortlessly

Easily create, customize, and export tailored reports for a comprehensive view of your budget.

Capital Budgeting

From ideas to ribbon cuttings, make every project count.

Take the guesswork out of capital budgeting with tools to get you effortlessly from request to approval.



Visualize metrics in a powerful dashboard

Our dashboard centralizes all your capital budgeting needs, creating in-depth insights into capital requests.

Streamline budget requests

Process capital requests from department heads efficiently with forms that automatically feed your dashboard.

Use scoring to prioritize requests

Let department heads score and rank requests based on any criteria you see fit – even align requests with your strategic plan.

Plan for every budget scenario

Build different scenarios and watch graphs adjust in real-time to determine the optimal combination of capital requests.

Create reports effortlessly

Use our preformatted reports or build custom reports to export data as a spreadsheet or PDF to share your budget.

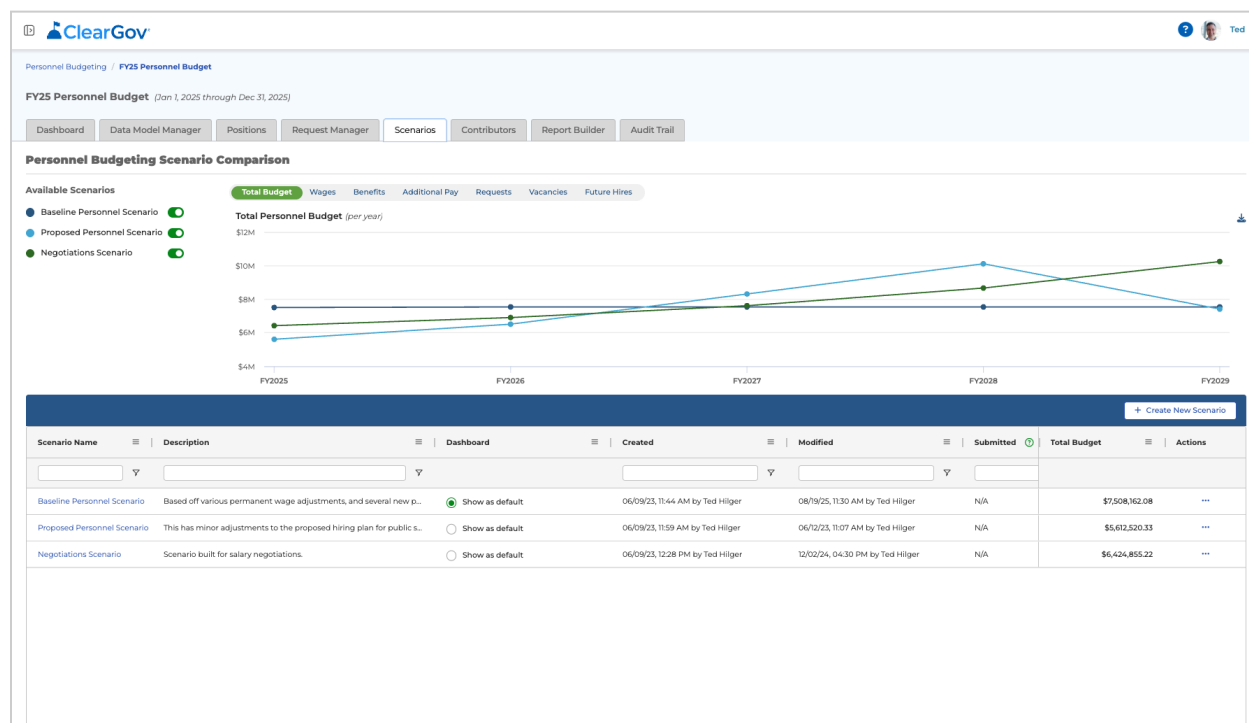
View changes in an audit trail

Know who changed what and when. Our audit trail captures all changes to create a comprehensive historical record.

Personnel Budgeting

No more headcount headaches. Budget with precision.

From salaries to benefits, plan for the true costs of every position with confidence and efficiency.



Visualize metrics in a powerful dashboard

Experience a holistic perspective of your staffing statistics and effortlessly compare salary and benefits budget scenarios.

Track filled and unfilled positions

View the total compensation for each filled and unfilled position, including wages, benefits, and additional pay.

Streamline position requests

Efficiently manage new position requests from departments and instantly see how each position affects the budget.

Plan for vacancies efficiently

Create and fill vacant positions on specified dates easily and include these in your various budget scenarios.

Demystify union negotiation planning

Set up units and create multi-year scenario plans to analyze the impact of salary and benefit adjustments.

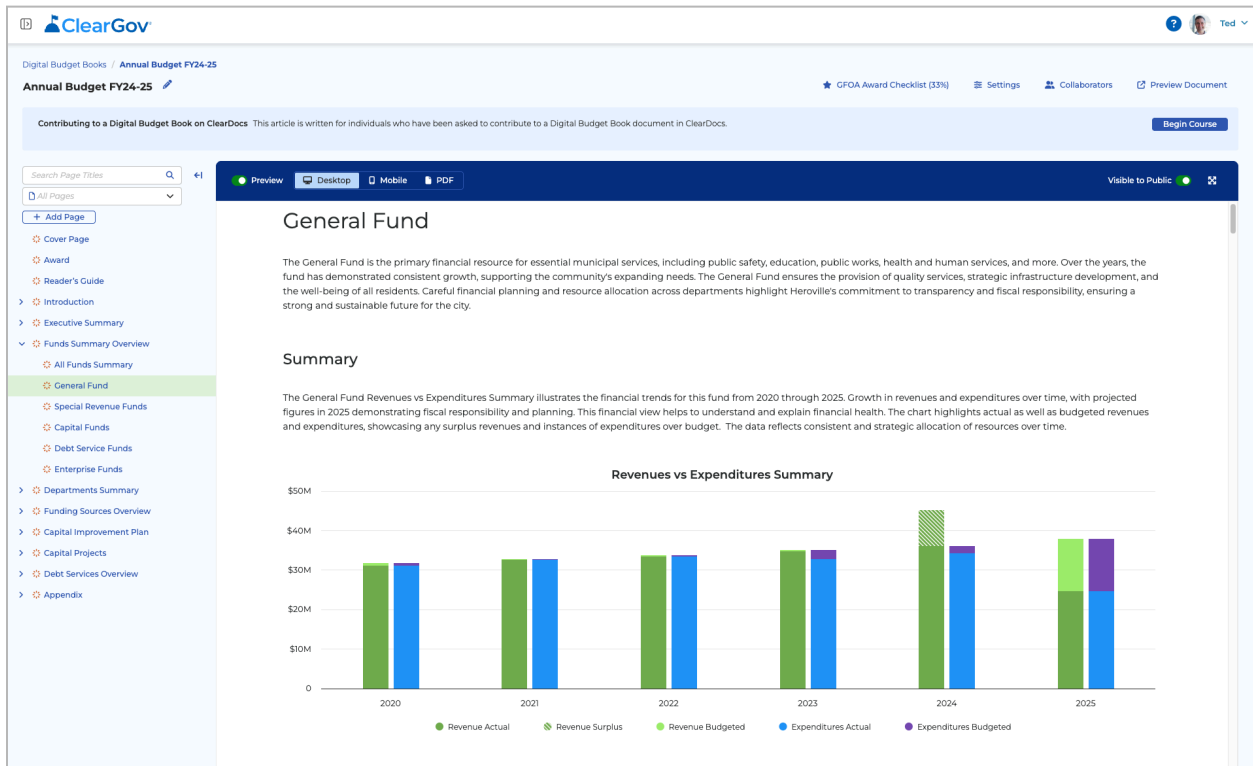
Create multi-year forecasts

Create scenarios forecasting into the future and manage your budget by dollar amount or percentage adjustments.

Digital Budget Book

Polished budget books without the publishing pain.

Easily create award-winning budget books that effectively tell your financial story.



Produce web, mobile, and PDF versions

Create a polished budget book that can be presented in multiple formats effortlessly to exceed public expectations for optimal viewing.

Customize content and pages

Build a beautiful book with flexible pages that are easy to use, ADA-compliant, and fully customizable — no designer needed.

Follow a GFOA Budget Award checklist

Meet and exceed the criteria for the GFOA Distinguished Budget Presentation Award with an interactive checklist to follow.

Save time with auto-generated content

Key content is generated automatically — creating a customizable framework that enhances data comprehension for users.

Strengthen departmental collaboration

Invite team members to easily add content to their assigned sections to streamline collaboration and improve efficiency.

Leverage automatic data updates

Revenue and expense data are updated automatically as your budget changes, so you don't have to manually.



Technical & Security Overview

Technical & Security Overview

ClearGov delivers a secure, reliable, and compliant platform built for the public sector. Our infrastructure, security controls, and compliance programs are designed to protect sensitive government data and meet the demands of modern public finance.

Cloud Hosting & Infrastructure

ClearGov runs primarily on Amazon Web Services (AWS), with select components in Microsoft Azure. This hybrid cloud footprint leverages enterprise-grade cloud capabilities to maintain consistent security controls and operational practices across environments. Our architecture is designed for redundancy and resilience, using geographically dispersed regions and multi-availability-zone patterns to support automatic failover, workload stability, and elastic scaling during peak demand.

Operating within isolated virtual network environments (AWS VPC and Azure virtual networking), ClearGov uses restricted routing, tightly controlled access paths, and continuous telemetry to support secure operations. Systems use standardized configuration and change-control practices to maintain consistent baselines and reduce drift over time.

Security Controls

- Encryption in transit and at rest (TLS 1.2+ and AES-256)
- Web application firewall (WAF) and DDoS mitigation
- Role-based access controls (RBAC) with least-privilege enforcement
- Single Sign-On (SSO) via SAML 2.0 / OpenID Connect (Microsoft Entra, Okta, OneLogin, & others)
- Multi-Factor Authentication (MFA) support
- Immutable audit trail with full change history and version rollback
- Continuous 24x7 monitoring and real-time anomaly alerting
- Annual independent penetration testing and vulnerability assessments

Compliance & Certifications

- SOC 2 Type 2 certified (Security, Confidentiality, Availability)
- AICPA Trust Services Criteria framework, aligned with ISO 27001
- AWS & Azure infrastructure is certified: SOC 2, ISO 27001, FedRAMP High, DoD IL5
- U.S. data residency compliance is maintained across all environments
- SOC 2 report available under NDA

Resilience & Availability

- Documented Business Resilience & Recovery Plan aligned with SOC 2 and ISO 27001 practices
- Multi-availability-zone architecture with redundancy and automated failover
- Continuous replication for critical services, plus daily encrypted database backups with regular restoration testing
- Maintenance is designed to avoid downtime where possible; any required planned outages are communicated in advance
- Target service uptime of 99.99%, measured over a defined period (excluding scheduled maintenance).

Investment Summary

Set-up Services (One-time Investment)		
Service	Description	Investment
ClearGov Setup Services	- Full activation and setup - Expert data onboarding - Personalized client training	\$12,000
Solutions (Recurring)		
Software	Description	Investment
Budgeting & Planning Suite	- Operational Budgeting - Personnel Budgeting - Capital Budgeting - Digital Budget Book	\$ 20,000

5 Year License Scheduling for Project			
Billing Date(s)	Subscription (Recurring)	Setup (One-time)	Total Investment
May 1, 2026	\$20,000	\$ 12,000	\$32,000
May 1, 2027	\$20,600		\$20,600
May 1, 2028	\$21,218.00		\$21,218.00
May 1, 2029	\$21,854.54		\$21,854.54
May 1, 2030	\$22,510.18		\$22,510.18

5 Year License Scheduling for Project - Pro Rated (10/1)			
Billing Date(s)	Subscription (Recurring)	Setup (One-time)	Total Investment
May 1, 2026	\$8,383.56	\$ 12,000	\$20,383.56
Oct 1, 2026	\$20,600.00		\$20,600.00
Oct 1, 2027	\$21,218.00		\$21,218.00
Oct 1, 2028	\$21,854.54		\$21,854.54
Oct 1, 2029	\$22,510.18		\$22,510.18
Oct 1, 2030	\$23,185.48		\$23,185.48

*Software licensing includes 3% annual increase

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2026 Legislature

1
2 An act relating to local government finances;
3 providing a short title; amending s. 129.03, F.S.;
4 revising the timeframe during which tentative budgets,
5 and the length of time for which final budgets, must
6 be posted on county websites; requiring the county to
7 hold a budget workshop for a specified purpose by a
8 certain date; requiring the county to post a certain
9 budget reduction exercise or link on its website;
10 requiring that tentative, adopted tentative, and final
11 budgets be posted on a county's website; specifying
12 requirements for such posted budgets; deleting
13 obsolete language; requiring counties to prepare
14 certain quarterly compensation summaries; requiring
15 that such summaries be posted on a county website in a
16 certain format; requiring counties to publish budget
17 development calendars; specifying requirements for
18 such calendars; providing that such publication may
19 not serve as a basis for certain actions; amending s.
20 129.06, F.S.; revising the length of time for which a
21 public hearing for an amendment to a county budget
22 must be advertised; requiring that proposed amendments
23 be posted on the county's website on a certain date;
24 revising the length of time for which adopted
25 amendments must remain on such website; amending s.

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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26 | 163.3164, F.S.; defining the terms "impact fee" and
27 | "plan-based methodology"; amending s. 163.3180, F.S.;
28 | authorizing a local government to adopt an alternative
29 | transportation system that is mobility-plan and fee-
30 | based or that is not mobility-plan and fee-based,
31 | including impact fees, under certain circumstances;
32 | providing construction; prohibiting certain interlocal
33 | agreements from extending beyond a specified date;
34 | deleting an exception to an applicability provision
35 | relating to concurrency; amending s. 163.31801, F.S.;
36 | defining the term "extraordinary circumstances";
37 | specifying requirements applicable to local
38 | governments and special districts for impact fees
39 | adopted or increased after a specified date; requiring
40 | that a demonstrated-need study use a plan-based
41 | methodology for a certain purpose; requiring that
42 | certain capacity standards be specified in a certain
43 | impact fee study; requiring that a demonstrated-need
44 | study be accompanied by a certain declaration;
45 | requiring local governments, school districts, and
46 | special districts to use localized data for a certain
47 | purpose; prohibiting local governments, school
48 | districts, and special districts from using certain
49 | data for a specified purpose; prohibiting local
50 | governments, school districts, and special districts

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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51 from including certain deductions in certain impact
52 fee increases and from increasing impact fee rates
53 beyond certain phase-in limitations by more than a
54 specified percentage within a certain timeframe;
55 providing procedures relating to impact fee payor
56 refunds and credits of impact fee overpayments;
57 providing legislative intent; prohibiting the use of
58 certain provisions as an admission against interest;
59 amending s. 166.241, F.S.; revising the timeframe
60 during which tentative budgets, and the length of time
61 for which final budgets, must be posted on municipal
62 or county websites, as applicable; requiring the
63 municipality to hold a budget workshop for a specified
64 purpose by a certain date; requiring the municipality
65 to post a certain budget reduction exercise or link on
66 its website or the county's website, as applicable;
67 requiring that tentative, adopted tentative, and final
68 budgets be posted on a municipality's website or the
69 county's website, as applicable; specifying
70 requirements for such posted budgets; deleting
71 obsolete language; requiring that proposed amendments
72 be posted on a certain website on a certain date;
73 revising the length of time for which adopted
74 amendments must remain on such website; requiring
75 municipalities to prepare certain quarterly

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CODING: Words ~~stricken~~ are deletions; words underlined are additions.

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76 compensation summaries; requiring that such summaries
77 be posted in a specified manner; requiring
78 municipalities to publish budget development calendars
79 in a specified manner; specifying requirements for
80 such calendars; providing that such publication may
81 not serve as a basis for certain actions; amending s.
82 212.055, F.S.; conforming a cross-reference; declaring
83 that the act fulfills an important state interest;
84 providing an effective date.

85
86 Be It Enacted by the Legislature of the State of Florida:

87
88 Section 1. This act may be cited as the "Local Government
89 Financial Transparency and Accountability Act."

90 Section 2. Present paragraph (d) of subsection (3) of
91 section 129.03, Florida Statutes, is redesignated as paragraph
92 (f) of that subsection, a new paragraph (d) and paragraphs (e),
93 (g), and (h) are added to subsection (3) of that section, and
94 paragraph (c) and present paragraph (d) of subsection (3) of
95 that section are amended, to read:

96 129.03 Preparation and adoption of budget.—

97 (3) The county budget officer, after tentatively
98 ascertaining the proposed fiscal policies of the board for the
99 next fiscal year, shall prepare and present to the board a
100 tentative budget for the next fiscal year for each of the funds

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provided in this chapter, including all estimated receipts, taxes to be levied, and balances expected to be brought forward and all estimated expenditures, reserves, and balances to be carried over at the end of the year.

(c) The board shall hold public hearings to adopt tentative and final budgets pursuant to s. 200.065. The hearings shall be primarily for the purpose of hearing requests and complaints from the public regarding the budgets and the proposed tax levies and for explaining the budget and any proposed or adopted amendments. The tentative budget must be posted on the county's official website at least 5 ~~2~~ days before the public hearing to consider such budget and must remain on the website for at least 45 days. The final budget must be posted on the website within 30 days after adoption and must remain on the website for at least 5 ~~2~~ years. The tentative budgets, adopted tentative budgets, and final budgets shall be filed in the office of the county auditor as a public record. Sufficient reference in words and figures to identify the particular transactions must be made in the minutes of the board to record its actions with reference to the budgets.

(d) The county shall hold a budget workshop at which the board shall perform a budget reduction exercise, identifying strategies to potentially reduce the ensuing fiscal year budget by 10 percent in comparison to the current year budget without compromising essential public services, such as law enforcement

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126 or fire services, or legal obligations. The county shall post
127 such exercise on the county's official website in a portable
128 document format or a similar electronically accessible form that
129 can be downloaded and is independent of the original software
130 and hardware used to create the document, or a link to a
131 recording of the budget workshop. The budget reduction exercise
132 must occur at least 14 days before final budget adoption.

133 (e) Each tentative budget, adopted tentative budget, and
134 final budget must be posted on the county's official website.
135 The budget must be posted in a portable document format or a
136 similar electronically accessible form that can be downloaded
137 and may be independent of the original software and hardware
138 used to create the document. At a minimum, the posted budgets
139 must include all of the following information for the proposed
140 fiscal year, the current fiscal year, and the preceding 4 fiscal
141 years:

142 1. Budget overview and summary, including a narrative
143 analysis that also utilizes graphical illustrations to highlight
144 major points of emphasis and trends.

145 2. An overall countywide summary of revenue and
146 expenditures.

147 3. A summary of revenue and expenditures by fund.

148 4. A summary of expenses by department and division.

149 5. A summary of expenses by program or function.

150 6. A summary of expenses related to debt obligations.

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151 7. A summary of expenses related to capital projects.

152 8. An organizational chart or staffing summary.

153 9. A summary and analysis of county reserves and fund
154 balances.

155 (f)~~(d)~~ By each October 15, the county budget officer shall
156 electronically submit the following information regarding the
157 final budget and the county's economic status to the Office of
158 Economic and Demographic Research in the format specified by the
159 office:

160 1. Government spending per resident, including, at a
161 minimum, the spending per resident for the previous 5 fiscal
162 years.

163 2. Government debt per resident, including, at a minimum,
164 the debt per resident for the previous 5 fiscal years.

165 3. Median income within the county.

166 4. The average county employee salary.

167 5. Percent of budget spent on salaries and benefits for
168 county employees.

169 6. Number of special taxing districts, wholly or
170 partially, within the county.

171 7. Annual county expenditures providing for the financing,
172 acquisition, construction, reconstruction, or rehabilitation of
173 housing that is affordable, as that term is defined in s.

174 420.0004. The reported expenditures must indicate the source of
175 such funds as "federal," "state," "local," or "other," as

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176 applicable. ~~The information required by this subparagraph must~~
177 ~~be included in the submission due by October 15, 2020, and each~~
178 ~~annual submission thereafter.~~

179 (g) Each county shall prepare a quarterly summary of
180 compensation for all employees funded with appropriations from
181 the county. The summary must include job titles, names, and
182 salaries for each employee. The summary must be posted on the
183 county's official website in a portable document format or a
184 similar electronically accessible form that can be downloaded
185 and may be independent of the original software and hardware
186 used to create the document.

187 (h)1. Each county shall publish a budget development
188 calendar for the ensuing fiscal year. The calendar must list, to
189 the extent practicable, all of the following budget-related
190 events:

191 a. The expected timeframe for county agencies to submit
192 their proposed budget requests, including the name of the county
193 agency or county budget officer to whom such requests must be
194 submitted.

195 b. The expected timeframe for constitutional county
196 officers listed in s. 1(d), Art. VIII of the State Constitution
197 to submit their tentative budgets to the board of county
198 commissioners under subsection (2).

199 c. The expected timeframe in which the county property
200 appraiser is expected to submit to the county budget officer his

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201 or her estimate of total valuations against which taxes may be
202 levied as described in subsection (1).

203 d. An expected timeframe for holding any budget workshops
204 at which the board of county commissioners may discuss the
205 ensuing county budget, county agency funding requests, or the
206 budgets of constitutional county officers.

207 e. The expected timeframe in which the budget public
208 hearings required under s. 200.065 may be held.

209 f. The expected timeframe by which the county will hold a
210 budget workshop at which the board of county commissioners will
211 perform the budget reduction exercise required by paragraph (d).

212 2. The budget development calendar must be published on
213 the county's website on or before January 30 of each calendar
214 year. However, the publication of the budget development
215 calendar may not serve as a basis for bringing any civil or
216 equitable action challenging the adoption of a county's
217 tentative or final budgets pursuant to s. 129.01 or s. 200.065.

218 Section 3. Paragraph (f) of subsection (2) of section
219 129.06, Florida Statutes, is amended to read:

220 129.06 Execution and amendment of budget.—

221 (2) The board at any time within a fiscal year may amend a
222 budget for that year, and may within the first 60 days of a
223 fiscal year amend the budget for the prior fiscal year, as
224 follows:

225 (f) Unless otherwise prohibited by law, if an amendment to

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226 a budget is required for a purpose not specifically authorized
227 in paragraphs (a)-(e), the amendment may be authorized by
228 resolution or ordinance of the board of county commissioners
229 adopted following a public hearing.

230 1. The public hearing must be advertised at least ~~2 days,~~
231 ~~but not more than~~ 5 days, before the date of the hearing. The
232 advertisement must appear in a newspaper of paid general
233 circulation and must identify the name of the taxing authority,
234 the date, place, and time of the hearing, and the purpose of the
235 hearing. The advertisement must also identify each budgetary
236 fund to be amended, the source of the funds, the use of the
237 funds, and the total amount of each fund's appropriations.

238 2. The proposed amendment must be posted on the county's
239 official website 5 days before the adoption of the amendment. If
240 the board amends the budget pursuant to this paragraph, the
241 adopted amendment ~~must be posted on the county's official~~
242 ~~website within 5 days after adoption and~~ must remain on the
243 website for at least 5 ~~2~~ years.

244 Section 4. Present subsections (22) through (38) and (39)
245 through (54) of section 163.3164, Florida Statutes, are
246 redesignated as subsections (23) through (39) and (41) through
247 (56), respectively, and new subsections (22) and (40) are added
248 to that section, to read:

249 163.3164 Community Planning Act; definitions.—As used in
250 this act:

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251 (22) "Impact fee" means a one-time charge imposed by a
252 local government on new development to fund the capital costs of
253 public infrastructure needed to serve that development.

254 (40) "Plan-based methodology" means a study methodology
255 that uses the most recent and localized data to project growth
256 within a jurisdiction over a 10-year period, anticipate capacity
257 impacts on relevant systems which will be created by the
258 projected growth, and establish a list of capital projects to be
259 constructed or purchased in a defined time period to mitigate
260 the anticipated capacity impacts as part of a new or updated
261 impact fee study. The capital projects identified in a county or
262 municipal impact fee study and any necessary interlocal
263 agreement must comport with the requirements of s.
264 163.3177(6)(h).

265 Section 5. Paragraphs (i) and (j) of subsection (5) of
266 section 163.3180, Florida Statutes, are amended to read:

267 163.3180 Concurrency.—

268 (5)

269 (i) If a local government elects to repeal transportation
270 concurrency, the local government may adopt an alternative
271 transportation system that is mobility-plan and fee-based or an
272 alternative transportation system that is not mobility-plan and
273 fee-based, including impact fees. The local government may not
274 use an alternative transportation system to deny, time, or phase
275 an application for site plan approval, plat approval, final

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subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. An alternative transportation system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h). This section does not require a local government to adopt a mobility fee in lieu of an impact fee for transportation.

(j)1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

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c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub-subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of

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October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement are ~~shall be~~ subject to the requirements of this paragraph. An interlocal agreement entered into before October 1, 2024, may not extend beyond October 1, 2031 unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement.

Section 6. Present paragraphs (a) and (b) of subsection (3) of section 163.31801, Florida Statutes, are redesignated as paragraphs (b) and (c), respectively, a new paragraph (a) is added to that subsection, subsection (15) is added to that section, and subsection (4) and paragraph (g) of subsection (6) of that section are amended, to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(3) For purposes of this section, the term:

(a) "Extraordinary circumstances" means measurable effects of development which will require mitigation by the affected local government, school district, or special district and which exceed the total of the current adopted impact fee amount and any increase as provided in paragraphs (6)(c), (d), and (e) in less than 4 years.

(4) For impact fees adopted or increased after July 1,

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351 2026, at a minimum, each local government that adopts and
352 collects an impact fee by ordinance and each special district
353 that adopts, collects, and administers an impact fee by
354 resolution must:

355 (a) Ensure that the calculation of the impact fee is based
356 on a demonstrated-need study that is plan-based and uses ~~using~~
357 the most recent and localized data available within 4 years of
358 the current impact fee update. The new study must be adopted by
359 the local government within 12 months of the initiation of the
360 new impact fee study if the local government increases the
361 impact fee.

362 (b) Provide for accounting and reporting of impact fee
363 collections and expenditures and account for the revenues and
364 expenditures of such impact fee in a separate accounting fund.

365 (c) Limit administrative charges for the collection of
366 impact fees to actual costs.

367 (d) Provide notice at least 90 days before the effective
368 date of an ordinance or resolution imposing a new or increased
369 impact fee. A local government is not required to wait 90 days
370 to decrease, suspend, or eliminate an impact fee. Unless the
371 result is to reduce the total mitigation costs or impact fees
372 imposed on an applicant, new or increased impact fees may not
373 apply to current or pending permit applications submitted before
374 the effective date of a new or increased impact fee.

375 (e) Ensure that collection of the impact fee may not be

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required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(g)1. A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c),

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401 paragraph (d), or paragraph (e) by establishing the need for
402 such increase in full compliance with the requirements of
403 subsection (4), provided the following criteria are met:

404 a. A demonstrated-need study using a plan-based
405 methodology which justifies ~~justifying~~ any increase in excess of
406 those authorized in paragraph (b), paragraph (c), paragraph (d),
407 or paragraph (e) has been completed within the 12 months before
408 the adoption of the impact fee increase and expressly
409 demonstrates the extraordinary circumstances necessitating the
410 need to exceed the phase-in limitations. The capacity standards
411 used to support the existence of such extraordinary
412 circumstances must be specified in the impact fee study adopted
413 under paragraph (4) (a). The demonstrated-need study must be
414 accompanied by a declaration stating how and the timeframe
415 during which the proposed impact fee increase will be used to
416 construct or purchase the improvements necessary to increase
417 capacity. The local government, school district, or special
418 district must use localized data reflecting differences in costs
419 and modality of projects between urban, emerging urban, and
420 rural areas, as applicable within the study area, to project the
421 anticipated growth or capacity impacts that underlie the
422 extraordinary circumstances necessitating the impact fee
423 increase.

424 b. The local government jurisdiction has held at least two
425 publicly noticed workshops dedicated to the extraordinary

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circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

c. The impact fee increase ordinance is approved by a unanimous vote of the governing body.

2. An impact fee increase approved under this paragraph must be implemented in at least two but not more than four equal annual increments beginning with the date on which the impact fee increase ordinance is adopted.

3. A local government, school district, or special district may not:

a. Increase an impact fee rate beyond the phase-in limitations under this paragraph if the local government, school district, or special district has not increased the impact fee within the past 5 years. Any year in which the local government, school district, or special district is prohibited from increasing an impact fee because the jurisdiction is in a hurricane disaster area is not included in the 5-year period.

b. Use data that is more than 4 years old to demonstrate extraordinary circumstances.

c. Include in the impact fee increase any deduction authorized by a previous or existing impact fee.

d. Increase an impact fee rate beyond the phase-in limitations under this paragraph by more than 100 percent divided equally over a 4-year period.

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451 (15) When an impact fee payor submits a written request to
452 the chief administrative officer of a local government, school
453 district, or special district for a refund or credit from
454 alleged overpayment of an impact fee, the local government,
455 school district, or special district that levied the impact fee
456 shall provide a written approval or denial to the payor within
457 30 days after receiving the written request. If the local
458 government, school district, or special district approves the
459 payor's request, the impact fee payor may, at the payor's
460 discretion, elect to receive either a refund or a credit. The
461 impact fee payor has 30 days after receipt of the written
462 response from the local government, school district, or special
463 district to provide written notice to the chief administrator of
464 the local government, school district, or special district of
465 the payor's election. It is the intent of the Legislature that
466 the impact fee payor elect a credit if the payor has the
467 reasonable opportunity to use the credit, in accordance with
468 law. A full refund or credit of the impact fee must be provided
469 to the payor within 30 days after the chief administrator
470 receives the payor's written election. A request or response
471 provided in accordance with this subsection may not be used as
472 an admission against interest of either party in any subsequent
473 action challenging the impact fee.

474 Section 7. Present subsections (4) through (9) of section
475 166.241, Florida Statutes, are redesignated as subsections (5)

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476 through (10), respectively, a new subsection (4) and subsections
477 (11) and (12) are added to that section, and subsection (3) and
478 present subsection (7), paragraph (c) of present subsection (8),
479 and present subsection (9) of that section are amended, to read:

480 166.241 Fiscal years, budgets, appeal of municipal law
481 enforcement agency budget, and budget amendments.—

482 (3)(a) The tentative budget must be posted on the
483 municipality's official website at least 5 ~~2~~ days before the
484 budget hearing, held pursuant to s. 200.065 or other law, to
485 consider such budget and must remain on the website for at least
486 45 days. The final adopted budget must be posted on the
487 municipality's official website within 30 days after adoption
488 and must remain on the website for at least 5 ~~2~~ years. If the
489 municipality does not operate an official website, the
490 municipality must, within a reasonable period of time as
491 established by the county or counties in which the municipality
492 is located, transmit the tentative budget and final budget to
493 the manager or administrator of such county or counties who
494 shall post the budgets on the county's website.

495 (b) The municipality shall hold a budget workshop at which
496 the governing body of the municipality shall perform a budget
497 reduction exercise, identifying strategies to potentially reduce
498 the ensuing fiscal year budget by 10 percent in comparison to
499 the current year budget without compromising essential public
500 services, such as law enforcement or fire services, or legal

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obligations. The municipality shall post such exercise on the municipality's official website or the county's official website, as applicable, in a portable document format or a similar electronically accessible form that can be downloaded and is independent of the original software and hardware used to create the document, or a link to a recording of the budget workshop. The budget reduction exercise must occur at least 14 days before final budget adoption.

(4) Each tentative budget, adopted tentative budget, or final budget must be posted on the municipality's official website or the county's official website, as applicable. The budget must be posted in a portable document format or a similar electronically accessible form that can be downloaded and may be independent of the original software and hardware used to create the document. At a minimum, the posted budgets must include all of the following information for the proposed fiscal year, the current fiscal year, and the preceding 4 fiscal years:

(a) Budget overview and summary, including a narrative analysis that also utilizes graphical illustrations to highlight major points of emphasis and trends.

(b) An overall municipal summary of revenue and expenditures.

(c) A summary of revenue and expenditures by fund.

(d) A summary of expenses by department and division.

(e) A summary of expenses by program or function.

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526 (f) A summary of expenses related to debt obligations.

527 (g) A summary of expenses related to capital projects.

528 (h) An organizational chart or staffing summary.

529 (i) A summary and analysis of municipal reserves and fund
530 balances.

531 (8)~~(7)~~ By each October 15, the municipal budget officer
532 shall electronically submit the following information regarding
533 the final budget and the municipality's economic status to the
534 Office of Economic and Demographic Research in the format
535 specified by the office:

536 (a) Government spending per resident, including, at a
537 minimum, the spending per resident for the previous 5 fiscal
538 years.

539 (b) Government debt per resident, including, at a minimum,
540 the debt per resident for the previous 5 fiscal years.

541 (c) Average municipal employee salary.

542 (d) Median income within the municipality.

543 (e) Number of special taxing districts wholly or partially
544 within the municipality.

545 (f) Percent of budget spent on salaries and benefits for
546 municipal employees.

547 (g) Annual municipal expenditures providing for the
548 financing, acquisition, construction, reconstruction, or
549 rehabilitation of housing that is affordable, as that term is
550 defined in s. 420.0004. The reported expenditures must indicate

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the source of such funds as "federal," "state," "local," or "other," as applicable. ~~This information must be included in the submission due by October 15, 2020, and each annual submission thereafter.~~

(9)~~(8)~~ The governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year as follows:

(c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter. The proposed amendment must be posted on the municipality's official website 5 days before the adoption of the amendment. If the municipality does not operate an official website, the municipality must, within a reasonable period of time as established by the county or counties in which the municipality is located, transmit the proposed amendment to the manager or administrator of such county or counties who shall post the proposed amendment on the county's website 5 days before the adoption of the amendment.

(10)~~(9)~~ If the governing body of a municipality amends the budget pursuant to paragraph (9) (c) ~~(8) (e)~~, the adopted amendment must ~~be posted on the official website of the municipality within 5 days after adoption and must remain on the municipality's website~~ or the county's website, as applicable,

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576 for at least 5 2 years. ~~If the municipality does not operate an~~
577 ~~official website, the municipality must, within a reasonable~~
578 ~~period of time as established by the county or counties in which~~
579 ~~the municipality is located, transmit the adopted amendment to~~
580 ~~the manager or administrator of such county or counties who~~
581 ~~shall post the adopted amendment on the county's website.~~

582 (11) Each municipality shall prepare a quarterly summary
583 of compensation for all employees funded with appropriations
584 from the municipality. The summary must include job titles,
585 names, and salaries for each employee. The summary must be
586 posted on the municipality's official website or the county's
587 official website, as applicable, in a portable document format
588 or a similar electronically accessible form that can be
589 downloaded and may be independent of the original software and
590 hardware used to create the document. If the municipality does
591 not operate an official website, the municipality must, within a
592 reasonable period of time as established by the county or
593 counties in which the municipality is located, transmit the
594 summary to the manager or administrator of such county or
595 counties who shall post the summary on the county's website.

596 (12) (a) Each municipality shall publish a budget
597 development calendar for the ensuing fiscal year. The calendar
598 must list, to the extent practicable, all of the following
599 budget related events:

600 1. The expected timeframe for municipal agencies to submit

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601 their proposed budget requests, including the name of the
602 municipal agency or budget officer to whom such requests must be
603 submitted.

604 2. The expected timeframe by which the county property
605 appraiser is expected to submit to the municipality the taxable
606 value within the jurisdiction of the municipality under s.
607 200.065.

608 3. An expected timeframe for holding any budget workshops
609 at which the municipality's governing body may discuss the
610 ensuing fiscal year budget or the funding requests of the
611 municipality's agencies or governmental units.

612 4. The expected timeframe in which the budget public
613 hearings required under s. 200.065 may be held.

614 5. The expected timeframe by which the municipality will
615 hold a budget workshop at which the council or commission will
616 perform the budget reduction exercise required by paragraph
617 (3) (b) .

618 (b) The budget development calendar must be published on
619 the municipality's official website or the county's official
620 website, as applicable, on or before January 30 of each calendar
621 year. If the municipality does not operate an official website,
622 the municipality must, within a reasonable period of time as
623 established by the county or counties in which the municipality
624 is located, transmit the budget development calendar to the
625 manager or administrator of such county or counties who shall

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626 post the municipality's budget development calendar on the
627 county's website. However, the publication of the budget
628 development calendar may not serve as a basis for bringing any
629 civil or equitable action challenging the adoption of the
630 municipality's tentative or final budget pursuant to this
631 section or s. 200.065.

632 Section 8. Paragraph (d) of subsection (2) of section
633 212.055, Florida Statutes, is amended to read:

634 212.055 Discretionary sales surtaxes; legislative intent;
635 authorization and use of proceeds.—It is the legislative intent
636 that any authorization for imposition of a discretionary sales
637 surtax shall be published in the Florida Statutes as a
638 subsection of this section, irrespective of the duration of the
639 levy. Each enactment shall specify the types of counties
640 authorized to levy; the rate or rates which may be imposed; the
641 maximum length of time the surtax may be imposed, if any; the
642 procedure which must be followed to secure voter approval, if
643 required; the purpose for which the proceeds may be expended;
644 and such other requirements as the Legislature may provide.
645 Taxable transactions and administrative procedures shall be as
646 provided in s. 212.054.

647 (2) LOCAL GOVERNMENT INFRASTRUCTURE SURTAX.—

648 (d) The proceeds of the surtax authorized by this
649 subsection and any accrued interest shall be expended by the
650 school district, within the county and municipalities within the

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651 county, or, in the case of a negotiated joint county agreement,
652 within another county, to finance, plan, and construct
653 infrastructure; to acquire any interest in land for public
654 recreation, conservation, or protection of natural resources or
655 to prevent or satisfy private property rights claims resulting
656 from limitations imposed by the designation of an area of
657 critical state concern; to provide loans, grants, or rebates to
658 residential or commercial property owners who make energy
659 efficiency improvements to their residential or commercial
660 property, if a local government ordinance authorizing such use
661 is approved by referendum; or to finance the closure of county-
662 owned or municipally owned solid waste landfills that have been
663 closed or are required to be closed by order of the Department
664 of Environmental Protection. Any use of the proceeds or interest
665 for purposes of landfill closure before July 1, 1993, is
666 ratified. The proceeds and any interest may not be used for the
667 operational expenses of infrastructure, except that a county
668 that has a population of fewer than 75,000 and that is required
669 to close a landfill may use the proceeds or interest for long-
670 term maintenance costs associated with landfill closure.
671 Counties, as defined in s. 125.011, and charter counties may, in
672 addition, use the proceeds or interest to retire or service
673 indebtedness incurred for bonds issued before July 1, 1987, for
674 infrastructure purposes, and for bonds subsequently issued to
675 refund such bonds. Any use of the proceeds or interest for

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676 purposes of retiring or servicing indebtedness incurred for
677 refunding bonds before July 1, 1999, is ratified.

678 1. For the purposes of this paragraph, the term
679 "infrastructure" means:

680 a. Any fixed capital expenditure or fixed capital outlay
681 associated with the construction, reconstruction, or improvement
682 of public facilities that have a life expectancy of 5 or more
683 years, any related land acquisition, land improvement, design,
684 and engineering costs, and all other professional and related
685 costs required to bring the public facilities into service. For
686 purposes of this sub-subparagraph, the term "public facilities"
687 means facilities as defined in s. 163.3164(43) ~~s. 163.3164(41)~~,
688 s. 163.3221(13), or s. 189.012(5), and includes facilities that
689 are necessary to carry out governmental purposes, including, but
690 not limited to, fire stations, general governmental office
691 buildings, and animal shelters, regardless of whether the
692 facilities are owned by the local taxing authority or another
693 governmental entity.

694 b. A fire department vehicle, an emergency medical service
695 vehicle, a sheriff's office vehicle, a police department
696 vehicle, or any other vehicle, and the equipment necessary to
697 outfit the vehicle for its official use or equipment that has a
698 life expectancy of at least 5 years.

699 c. Any expenditure for the construction, lease, or
700 maintenance of, or provision of utilities or security for,

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701 facilities, as defined in s. 29.008.

702 d. Any fixed capital expenditure or fixed capital outlay
703 associated with the improvement of private facilities that have
704 a life expectancy of 5 or more years and that the owner agrees
705 to make available for use on a temporary basis as needed by a
706 local government as a public emergency shelter or a staging area
707 for emergency response equipment during an emergency officially
708 declared by the state or by the local government under s.

709 252.38. Such improvements are limited to those necessary to
710 comply with current standards for public emergency evacuation
711 shelters. The owner must enter into a written contract with the
712 local government providing the improvement funding to make the
713 private facility available to the public for purposes of
714 emergency shelter at no cost to the local government for a
715 minimum of 10 years after completion of the improvement, with
716 the provision that the obligation will transfer to any
717 subsequent owner until the end of the minimum period.

718 e. Any land acquisition expenditure for a residential
719 housing project in which at least 30 percent of the units are
720 affordable to individuals or families whose total annual
721 household income does not exceed 120 percent of the area median
722 income adjusted for household size, if the land is owned by a
723 local government or by a special district that enters into a
724 written agreement with the local government to provide such
725 housing. The local government or special district may enter into

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a ground lease with a public or private person or entity for nominal or other consideration for the construction of the residential housing project on land acquired pursuant to this sub-subparagraph.

f. Instructional technology used solely in a school district's classrooms. As used in this sub-subparagraph, the term "instructional technology" means an interactive device that assists a teacher in instructing a class or a group of students and includes the necessary hardware and software to operate the interactive device. The term also includes support systems in which an interactive device may mount and is not required to be affixed to the facilities.

2. For the purposes of this paragraph, the term "energy efficiency improvement" means any energy conservation and efficiency improvement that reduces consumption through conservation or a more efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; installation of solar panels; building modifications to increase the use of daylight or shade; replacement of windows; installation of energy controls or energy recovery systems; installation of electric vehicle charging equipment; installation of systems for natural gas fuel as defined in s. 206.9951; and installation of efficient

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751 | lighting equipment.

752 | 3. Notwithstanding any other provision of this subsection,
753 | a local government infrastructure surtax imposed or extended
754 | after July 1, 1998, may allocate up to 15 percent of the surtax
755 | proceeds for deposit into a trust fund within the county's
756 | accounts created for the purpose of funding economic development
757 | projects having a general public purpose of improving local
758 | economies, including the funding of operational costs and
759 | incentives related to economic development. The ballot statement
760 | must indicate the intention to make an allocation under the
761 | authority of this subparagraph.

762 | 4. Surtax revenues that are shared with eligible charter
763 | schools pursuant to paragraph (c) shall be allocated among such
764 | schools based on each school's proportionate share of total
765 | school district capital outlay full-time equivalent enrollment
766 | as adopted by the education estimating conference established in
767 | s. 216.136. Surtax revenues must be expended by the charter
768 | school in a manner consistent with the allowable uses provided
769 | in s. 1013.62(4). All revenues and expenditures shall be
770 | accounted for in a charter school's monthly or quarterly
771 | financial statement pursuant to s. 1002.33(9). If a school's
772 | charter is not renewed or is terminated and the school is
773 | dissolved under the provisions of law under which the school was
774 | organized, any unencumbered funds received under this paragraph
775 | shall revert to the sponsor.

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776 Section 9. The Legislature finds and declares that this
777 act fulfills an important state interest.
778 Section 10. This act shall take effect January 1, 2027.



Agenda Item No: 18.b.

Town Commission Agenda Item Report

Meeting Date: April 28, 2026

Submitted By: Ken Rubach, Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

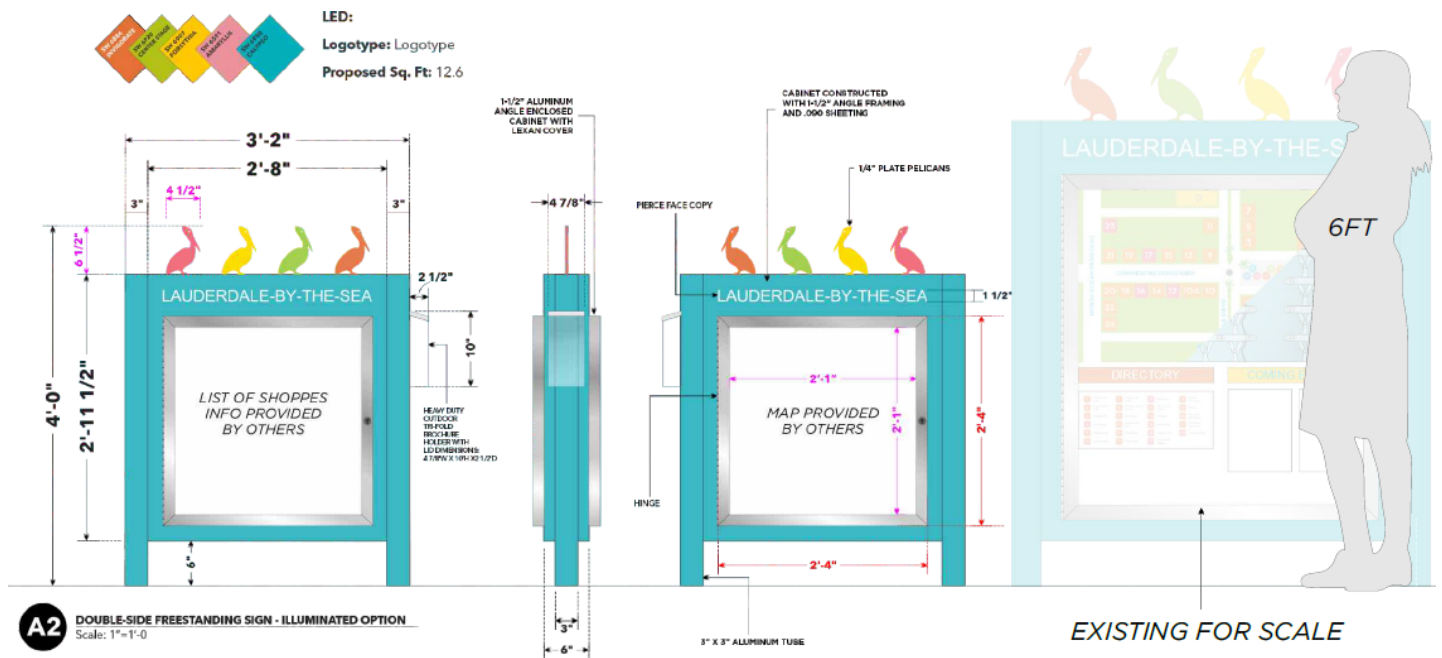
Subject Title: RESOLUTION 2026-15: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ART SIGN COMPANY, INC. FOR THE DESIGN, FABRICATION, AND INSTALLATION OF DIRECTORY SIGNAGE AS PART OF THE WEST PLAZA REFURBISHMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$76,264.00; WAIVING THE TOWN'S PURCHASING MANUAL FOR THE PURCHASE OF THE SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND FOR AN EFFECTIVE DATE.

Explanation:

As part of the Town's West Plaza Refurbishment Project, business owners within the four plazas have requested the installation of an informational directory sign, similar in design and function to the signage implemented during the Downtown Revitalization Project. These directory signs provide clear and accessible listings of businesses located within each plaza, enhancing wayfinding and overall visitor experience.

The original downtown signage was designed and constructed by Art Sign Company, Inc., based in Fort Lauderdale, Florida. To maintain consistency in design, materials, and overall aesthetic across Town facilities, staff recommends utilizing the same vendor for the West Plaza signage.

Accordingly, staff recommends that the Town Commission waive standard procurement procedures pursuant to Section IV.L – "Exceptions to General Purchasing Policies: Waiver of Purchasing Procedures" of the Town's Purchasing Manual. This provision allows the Town Commission to waive purchasing requirements upon determining that an alternative procurement method is in the best interest of the Town. In this case, continued use of the original vendor will ensure uniformity, reduce design redundancy, and promote efficiency in project delivery.



The total cost for the signage is \$76,264.00, excluding electrical work, which is included under the separate scope of services for Kilowatt Electric Company. Funding for this project has been appropriated within the Town's Capital Improvement Program under the West Plaza Refurbishment Project (Account No. 300-572202-500630).

Recommendation: Approve Resolution 2026-15 Authorizing the Town Manager to negotiate and execute an agreement with Art Sign Company, Inc. for the West Plaza Signage Project.

Exhibits:

1. Resolution 2026-15 Art Sign West Plazas
2. Exhibit A-Art Sign Quote West Plaza Signs
3. Exhibit B-Agreement for Public Works Project

RESOLUTION NO. 2026-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ART SIGN COMPANY, INC. FOR THE DESIGN, FABRICATION, AND INSTALLATION OF DIRECTORY SIGNAGE AS PART OF THE WEST PLAZA REFURBISHMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$76,264.00; WAIVING THE TOWN'S PURCHASING MANUAL FOR THE PURCHASE OF THE SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the "Town") is undertaking improvements as part of the West Plaza Furnishment Project, including the installation of directory signage to provide clear and accessible listings of businesses located within each plaza; and

WHEREAS, the Town's original downtown signage was designed and constructed by Art Sign Company, Inc. (the "Vendor"); and

WHEREAS, in order to maintain consistency and uniformity across its public spaces, the Town request a quote from the Vendor for the design, fabrication, and installation of directory signage (the "Services"); and

WHEREAS, the Vendor has provided a quote to provide the Services in the amount of \$76,264.00, attached hereto as Exhibit "A" (the "Quote"); and

WHEREAS, Town staff has determined that utilizing the same vendor for the West Plaza directory signage will reduce design redundancy, promote efficiency in project delivery, and ensure compatibility with existing signage, and therefore recommends waiving the Town's purchasing procedures; and

WHEREAS, Section IV (L) “Waiver of Purchasing Procedures” of the Town’s Purchasing Manual provides that the Town Commission may waive Town purchasing requirements when they find that an alternative purchasing method is in the best interest of the Town; and

WHEREAS, in accordance with Section IV(L) of the Town’s Purchasing Manual, the Town Commission desires to authorize the Town Manager to negotiate and execute an agreement with the Vendor, in substantially the form attached hereto as Exhibit “B” (the “Agreement”), consistent with the Quote attached hereto as Exhibit “A”; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to waive the Town’s purchasing procedures and approve and authorize the Agreement with the Vendor for the Services.

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

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

Section 2. Authorization to Negotiate and Execute Agreement. The Town Manager is hereby authorized to negotiate and execute an agreement with the Vendor, in substantially the form attached hereto as Exhibit “B” (the “Agreement”) in an amount not to exceed \$76,264.00, consistent with the Quote attached hereto as Exhibit “A”, together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 3. Waiver of Purchasing Manual. The Town Commission hereby waives the purchasing manual for the Services.

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

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

PASSED AND ADOPTED this _____ day of _____, 2026.

Mayor Edmund Malkoon

Attest:

Melissa Vasami, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

NATIONAL • REGIONAL • INTERNATIONAL SIGN PROGRAMS



SIGN
COMPANY, INC



State Certified
#ES-12000565

BUSINESS IDENTIFICATION SYSTEMS SINCE 1947

DATE 4/17/2026

835 N.W. 6th Ave., Ft. Lauderdale, FL 33311 • Phone (954)7634410 • Fax (954) 763-2736

BILL TO:		JOB LOCATION:
		Lauderdale by the Sea
		1 Commercial Blvd
954-275-0908		Lauderdale by the Sea, Fl. 33301
Ken Rubach	LBTS Town Manager	
kenr@lauderdalebythesea-fl.gov		Tina Mastandrea

Fabricate and install per direct bury-4 double faced internally illuminated cabinet sign. w/pierced copy. ¼" aluminum plate for Pelicans. Pelicans are 6 ½"h		
Cabinet: 48"h x 38"w	\$17,246.00 each-QTY-4	\$68,984.00
Brochure holders. (water resistant)	\$1,040.00 each-QTY-4	\$2,080.00
Engineering (typically required for permit)	\$650.00 each QTY-4	\$2,600.00
Staff Time (to obtain permits, inspections, etc.)	\$650.00 each QTY-4	\$2,600.00

Permit (cost is determined by local municipality and will be billed additional on final invoice.)

Pavers will be pulled up by Art Sign and replaced by others after installation of the signs.

PERMIT - cost is determined by local municipality and will be billed additional on final invoice.
TIME CLOCK - Final inspections require an astronomical time clock be in place. If not existing at time of inspection, Art Sign Co. will install one at an additional cost of \$675.00 to the client in order to close out permits.
ELECTRIC SERVICE - The client is responsible to furnish dedicated electrical service to within 5 feet from the sign location. If not in place at the time of inspection, additional fees may apply to extend the permit for re-inspections.
OFF HOURS LABOR - If for any reason, the property owner or the city requires installations to occur after normal business hours or during a weekend, additional costs will be added to the final invoice.
ROAD CLOSURE - or any required special logics, such as hiring traffic control officers or barricade erection will be an additional cost invoiced to the client.
MUNICIPAL FEES AND MEETINGS - Any meetings or city requirements other than normal permitting will be invoiced as additional. Any additional costs such as parking or street permits, and staff time to obtain such will be invoiced as additional to the contract price.
INSPECTIONS - If after the initial visit for final inspection by Art Sign Company to the installation location the inspection is denied, for reasons that are not the direct responsibility of Art Sign Company, the client will be responsible for all fees incurred in relation to ameliorating the problem.

Subject to warranty and conditions on back side of this agreement. A deposit of 50% required on all jobs. Deposits are not refundable. Balance due upon completion of job. Permits, engineering, staff time, and clock (if required) will be billed on final invoice. This prices are valid for 30 days; prices are subject to change after 30 days. ACCEPTANCE OF THE ABOVE CONTRACT The above contract, schedule and terms are satisfactory, and hereby accepted and agreed upon. Art Sign Co. shall retain title until paid in full. In exchange for the extension of credit the undersigned agrees to the terms & conditions outlined here in. The undersigned personally guarantees payment in full of this vcontract and any additional fees as listed above. <table><tr><td>CUSTOMER SIGNATURE</td><td>DATE</td></tr><tr><td>SALES MANAGER SIGNATURE Tina Mastandrea</td><td>DATE 4/17/2026</td></tr></table> Subject to warranty and conditions on page two of this agreement		CUSTOMER SIGNATURE	DATE	SALES MANAGER SIGNATURE Tina Mastandrea	DATE 4/17/2026	<table><tr><td>SUB-TOTAL</td><td>\$76,264.00</td></tr><tr><td>PERMIT</td><td>TBD</td></tr><tr><td>TOTAL</td><td></td></tr><tr><td>DEPOSIT</td><td>\$38,132.00</td></tr><tr><td>BALANCE</td><td>Upon completion</td></tr></table>	SUB-TOTAL	\$76,264.00	PERMIT	TBD	TOTAL		DEPOSIT	\$38,132.00	BALANCE	Upon completion
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SUB-TOTAL	\$76,264.00															
PERMIT	TBD															
TOTAL																
DEPOSIT	\$38,132.00															
BALANCE	Upon completion															

WARRANTY: The Seller warrants the Purchaser that all materials and equipment incorporated into the project will be free from defect in material and workmanship under normal use. Its obligation under this contract being limited to making good at the factory any parts or workmanship for a period of 12 months from the date of installation. This warranty does not apply to materials and equipment, or any part thereof, if altered, modified, repaired or serviced in any way whatsoever by anyone other than the Seller.

The Seller agrees to affect the installation at its own expense. The purchaser shall provide a dedicated electrical circuit to the sign at his / her / its own expense.

Seller assumes no liability and specifically disclaims any responsibility for radio or television interference allegedly being caused by electrical sign or hardware associated with such device.

WARRANTY FOR NEW LED SIGNS AND RETROFITS:
The Seller warrants the Purchaser that all materials and equipment incorporated into the project will be free from defect in material and workmanship under normal use. It's obligation under this contract limited to making good on LED, LED power supplies and wiring, any part or workmanship for a period of 48 months from the date of installation. This warranty doesn't apply to materials and equipment or any part thereof, if altered, modified, repaired, or serviced in any way whatsoever by anyone other than the seller. Seller to mobilize to survey issue(s) within a reasonable period of time.

ACCEPTANCE: The installation shall be deemed approved in all respects and satisfactory to purchaser, unless within (5) days after erection, Purchaser notifies Seller, in writing, with specific references to any variance from this agreement, including but not limited to any deviation from the plans, specifications and conditions contained herein.

PERMITS: The Purchaser and / or Seller shall obtain the necessary permission from the owner of the premises and public authorities; whose permission is a requisite for the installation and maintenance of the installation. The revocation of such permission or failure of the Purchaser to obtain the necessary permission, or any change in the existing laws and / or regulations shall not excuse the Purchaser from any obligations of this contract.

Failure to obtain permission of public authorities shall excuse Seller from all liability.

The seller shall not be responsible for any undertaking given verbally or otherwise which is not specified in this contract, and no warranties, express or implied, represented, promised or statements have been made by Seller unless endorsed hereon in writing.
It is further understood and agreed that this contract is not subject to countermand and cancels all previous understandings either written or verbal and does not become binding upon Seller until approved by and executive officer of the Seller. This agreement is undertaken by the Seller subject to delay by strikes, breakage, or other unforeseen commercial delays. It is expressly understood that the title to the merchandise or equipment covered by this contract shall not pass to the promissory note, trade acceptances or other instruments evidencing any part of the purchase price has been paid in full.

INSTALLATION DATE: Dates of installation are estimated only and are subject to change due to permitting delays, material shortages and extreme weather conditions.

PURCHASER'S RESPONSIBILITY: The Purchaser shall be responsible for ensuring that the pole location within his / her property lines and clear of setbacks. The Purchaser will provide access to sign location for power excavating equipment and trucks. Purchaser is responsible for cost of equipment, such as a scissor lift or stage, is needed to effectuate the installation. It is assumed that ground to be excavated is free from obstructions. Purchaser is responsible for additional cost for removal of obstructions underground, removal of irrigation and landscaping, waterlines, etc., or if subnormal soil is encountered other than average medium sand (such as muck requiring piling), the extra cost will be paid by the Purchaser. The cost of removing underground obstructions such as pipelines or masonry, removing, refilling and compacting of filled ground, diversion or sealing off water seepage and the cost of such changes or additions to the pole structure or other installations necessitated by such conditions shall be paid by the Purchaser.

MATERIAL PRICE INCREASE: When the price for any item of materials to be used on the Project increases five percent (5%) or more between Contract signing and material purchase, Customer shall pay Contractor, on request, all sums by which the cost to the Contractor for any material item that has increased beyond (5%), as demonstrated by Contractor. This includes but is not limited to price increases in lumber, plywood, steel, sheet metal, roofing materials, fuel, manufactured products, and equipment.

Unless otherwise stated herein, site preparation, including removal or protection of trees or other vegetation, removal of pipelines or other improvements affected by this construction shall be provided for by Purchaser.

The Seller shall not be responsible for cost of moving electrical power lines. The above contract price does not include roof or building reinforcement made necessary as a result of roof structure, sign or marquee installation or the removal of metal awnings in the event they interfere with the erection of the installation.

The Purchaser agrees not to move, sell, attempt to sell, lease, mortgage, or otherwise dispose of the signage during the life of this contract. The Purchaser further agrees not to assign this contract or any of his rights hereunder, by the Purchaser, or by execution or other legal process or otherwise, or the transfer by process of law or otherwise shall, at the option of the seller, terminate all rights hereunder to purchase said property. The Seller reserves the right, in its sole discretion, sell or assign this contract after installation is completed.

BREACH OF CONTRACT: Time is expressly made the essence of this contract, but the acceptance by the Seller of any payments past due, or any part thereof, shall not be considered a waiver of this clause as to past due unpaid installments or as to any future installments to become due hereunder. If Purchaser defaults in complying with the terms hereof, then the entire unpaid balance of the purchase price shall immediately become due and payable at the option of the Seller, and the Seller shall have the right to either:

- 1) to take immediate possession of the said sign or signs and equipment without demand, and for this purpose Seller may enter upon the premises where said property may be and remove same, and to retain all sums therefore paid by the buyer as liquidated damages for use, wear, tear, and depreciation of the items hereby sold under this contract.
- 2) to take immediate possession of said sign or signs and equipment without demand, and for purpose seller may enter upon the premises where said property may be and remove same; Seller may resell said property, so retaken, at public or private sale, without demand for performance, with or without notice to purchaser (if given, notice by mail to address below being sufficient) with or without having such manner as seller may determine; from the proceeds of such sale, Seller shall deduct all expenses for retaking, repairing and selling such property, including a reasonable attorney's fee; the balance there shall interest upon demand.
- 3) to bring suit, without retaking said merchandise or equipment, for the balance due under this contract.

In the event the Seller elects to declare all amounts due and payable hereunder it is expressly agreed that no title to said merchandise or equipment shall pass to Purchaser until all such payments have been fully made. It is further agreed in the event Seller recovers judgment in suit against Purchaser that does not title to said merchandise or equipment shall pass to Purchaser until said judgment shall have been made in full.

Seller's right to pursue and of the remedies herein provided shall never interfere with or abridge seller's right (which is hereby given) at any and all times to repossess said personal property and hold the same while Purchaser is in default under any other terms or provisions hereof. Said remedies for Seller herein provided are hereby expressly deemed by the parties hereto be cumulative and concurrent, and not alternative, and Seller's exercise of either of said remedies shall not preclude or prevent his / her subsequent exercise of any of the others.

In the event of any default by the Purchaser on his / her part to be performed, he agrees to pay interest at the rate of 18 percent of the annum in any amounts due and owing after default, and in the event that suit is instituted to enforce any of the provisions of this contract, the Purchaser shall pay attorney's fee and all court costs incurred.

Agreement For Construction/Installation of Public Works Project:

ART SIGNS WEST PLAZAS

This Agreement (“Agreement”) made and entered into this _____ day of _____, 2026 by and between THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA (the “Town”) and ART SIGN COMPANY, INC., A Florida corporation (the “Contractor”).

WITNESSETH:

The Contractor, in consideration of the sum to be paid to him by the Town, and other good and valuable consideration, hereby agrees with the Town as follows:

1. Scope of Work. Contractor shall perform the work as described on Exhibit “A” attached hereto and incorporated herein, including all materials, tools, competent labor, appliances, machinery and appurtenances necessary to perform the required services (“the Work”).
2. Payment. Town shall pay Contractor the sum of \$76,264.00 as compensation for the Work. Upon completion of the Work, Contractor shall submit a written itemized statement identifying the Work order number, the nature of the Work performed, units provided and/or hours performed, as applicable. The Town shall make payment to Contractor within thirty (30) days from the date of receipt of a correct and approved invoice for payment and approval of the Work.
3. Warranty. Contractor agrees to remedy all defects appearing in the Work or developing in the materials furnished and the workmanship performed under this Agreement for the period of one year after acceptance of the Work by Town.
4. Indemnity. The Contractor shall indemnify, defend and hold harmless the Town, its officers, and employees from liabilities, damages, losses, and costs, including, but not limited to, attorney’s fees at any level, to the extent caused by or arising from the Contractor’s acts or failures to act under this Agreement or by persons employed or utilized by Contractor in the performance of this Agreement or in any way arising directly or indirectly from this Agreement. This indemnification shall obligate Contractor to defend at its own expense to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at the Town’s option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the Town, whether performed by Contractor, or persons employed or utilized by Contractor. The covenants and representations herein relating to this indemnification shall continue after termination of this Agreement and continue in full force and effect as to the Contractor’s responsibility to indemnify.
5. Agreement and Performance Time. The Work shall be substantially performed on or before _____ and fully performed on or before _____. The term of this Agreement

is for the greater of: _____ days, or until completion of the Work and approval by Town, unless terminated earlier in accordance with the terms hereof. Town and Contractor recognize that time is of the essence in this Agreement and that the Town will suffer financial loss if the Work is not completed within the performance time specified herein. The Contractor also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town _____ (\$____) dollars for each calendar day that expires after the time specified for substantial completion of the Work. After substantial completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified for final completion, Contractor shall pay the Town _____ (\$____) dollars for each calendar day that expires until Town acceptance of the Work. For these purposes "substantial completion" means a level of completion indicating substantial compliance with the Agreement Documents such that the Town can have beneficial use or occupancy of the Work in all respects for its intended purpose.

6. Default/Termination.

A. Termination for Default. This Agreement may be terminated by Town upon five (5) calendar days' written notice to the Contractor for breach of any material term or condition of this Agreement, for failure to perform the Work in a diligent, efficient, workmanlike, skillful, careful manner and in accordance with the provisions hereof, in the event the Contractor is adjudged bankrupt or has made an assignment for the benefit of creditors, has become insolvent, or for failure to make payments to laborers, subcontractors or materialmen. In such event, Town shall provide a description of the nature of the default in a written notice and if Contractor has not fully cured such default within the aforesaid five (5) day period, the Town shall have the right to terminate the Agreement. In the event that Contractor abandons this Agreement or causes it to be terminated by the Town, the Contractor shall and hereby does indemnify, defend and hold harmless the Town against any loss pertaining to this termination. In the event of such termination, if the Contractor has neglected to perform Work properly or abandons the Work or the Work is incomplete, without prejudice to any other remedy available to Town, the Town may make good all Work, may use all equipment left remaining at no cost to Town, and may take such action as may be necessary in the circumstances to resolve any public safety or welfare issues with no liability or consequences therefore. If after such termination it is determined that the Contractor was not in default or sufficient cause for termination did not exist, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Town as described herein below.

B. Termination for Convenience. This Agreement may be terminated by the Town for convenience upon five (5) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Agreement or Work and shall, to the extent possible, terminate any outstanding

obligations relating thereto. The Contractor shall be compensated for all Work performed to the satisfaction of the Town

7. Assignment. Contractor may not assign this Agreement without the written approval by Town, which may be withheld in Town's sole discretion.
8. Changes to Agreement. Any changes to the terms of this Agreement must be contained in a written amendment, executed by the parties hereto.
9. Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Contractor is an independent contractor under this Agreement and not the Town's employee for any or all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. No Contractor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of mayor or commissioner of Town.
10. Insurance. Contractor shall maintain insurance coverage as indicated below and, where applicable, shall provide certificate(s) of insurance evidencing such coverage. If required, certificates shall state that coverage will not be canceled or materially altered without at least thirty (30) calendar days' prior written notice to the Town, and shall name the Town as an additional insured where applicable. All required insurance policies shall be issued by companies authorized to do business in the State of Florida and have a Best's rating of B+ or better, unless otherwise approved by the Town. The Town reserves the right to request proof of any required insurance coverage at any time during the term of the Agreement.

X Comprehensive General Liability Insurance — \$1,000,000 per occurrence; \$2,000,000 aggregate. Must include coverage for property damage, personal injury, contractual liability, completed operations, products liability, and independent contractors.

X Workers' Compensation Insurance — Statutory coverage in accordance with Florida law.

X Comprehensive Automobile Liability Insurance — \$1,000,000 per occurrence; includes hired and non-owned vehicle liability.

☐ Professional Liability Insurance — \$1,000,000 on a claims-made basis.

☐ Insurance Coverage as Required by Law — Contractor shall maintain only those insurance policies required by applicable law. No certificate of insurance required unless requested by the Town.

11. Agreement Documents. All Work shall be performed in a professional manner and form as required by all applicable Federal, State, and local rules, regulations, laws, codes, and ordinances, including without limitation Fla. St. Ch. 119 (Public Records), and in accordance with the Agreement documents (the “Agreement Documents”) which are fully incorporated herein and made a part of this Agreement for all purposes and are as follows:

This Agreement, including exhibits and amendments;
Work Orders;
Notice to Proceed;
Contractor’s Proposal or Bid.

In the event of any conflict between the individual Agreement Documents, they shall govern in the order listed above.

The Agreement Documents as described herein, together with any exhibits, constitute the final and entire agreement between the Contractor and Town and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding this Agreement shall be deemed to exist or to bind either party, unless same be in writing, dated subsequent to the date hereto, and duly executed by the party to be charged.

12. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.
13. Waiver of Jury Trial. Town and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement and/or arising out of, under, or in connection with the Work performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.
14. Prevailing Party. If either the Town or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

15. Notice. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

FOR TOWN:

Town of Lauderdale-By-The-Sea

4501 Ocean Drive

Lauderdale-By-The-Sea, Florida 33308

ATTN: Town Manager

WITH COPY TO:

Town of Lauderdale-By-The-Sea

4501 Ocean Drive

Lauderdale-By-The-Sea, Florida 33308

ATTN: Town Attorney

16. Ethics.
- a. Contractor warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.
 - b. No officer or employee of the Town, during his or her term of employment or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. Any subcontractors hired by the firm must also adhere to this policy and it must be included in their contracts as well.
 - c. No vendor shall give, solicit for, deliver or provide a campaign contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the offices of Mayor or Commissioner.
 - d. Contractor covenants to promptly comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. Contractor covenants that it will conduct no activity or provide any service that is unlawful or offensive.
17. Public Records. Notwithstanding anything else in this Agreement, any action taken by Town in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of Town as stated in Section 119.0701, Florida Statutes, Contractor shall:
- a. Keep and maintain public records required by Town to perform the Services;
 - b. Upon request from Town, provide Town with a copy of the requested records or

allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Town; and

d. Upon expiration of the Term or termination of this Agreement, transfer to Town, at no cost, all public records in possession of Contractor or keep and maintain public records required by Town to perform the services. If Contractor transfers the records to Town, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to Town upon request in a format that is compatible with the information technology systems of Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: MELISSA VASAMI, TOWN CLERK

**Mailing address: 4501 NORTH OCEAN BLVD
LAUDERDALE BY THE SEA, FL
33308**

Telephone number: 954-640-4201

Email: TOWNCLERK@LBTS-FL.GOV

18. State Required Affidavits and Certifications. By entering into this Agreement, the Contractor agrees to comply with the following state requirements:

a. Affidavit attesting to noncoercive conduct for labor or services. Pursuant to *Section 787.06, Florida Statutes*, a nongovernmental entity executing, renewing, or extending a contract with the Town is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in *Section 787.06(2)(a), Florida Statutes*.

b. Affidavit regarding prohibition on contracting with entities of foreign countries of concern. Pursuant to *Section 287.138, Florida Statutes*, the Town may not knowingly

enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. An affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Town which would grant the entity access to an individual's personal identifying information.

c. Employment verification. Pursuant to *Section 448.095, Florida Statutes*, the Town must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The Town or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

d. Public Entity Crimes. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

e. Scrutinized Companies. Contractor certifies that it is not on the Scrutinized Companies or Other Entities that Boycott Israel List and is not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification or is placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel during the term of this Agreement. If this Agreement is for goods or services in an amount of one million dollars (\$1,000,000) or more, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and that it does not engage in business operations in Cuba or Syria. Pursuant to Section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification or is placed on the Scrutinized Companies with Activities in Sudan List or is engaged in business operations in Cuba or Syria during the term of this Agreement.

f. Discriminatory Company List. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or company under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

19. No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement
20. Access to Records and Audit Clause. Contractor agrees to permit the Town to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the Town the right to audit any books, documents and papers of Contractor that were generated during the course of the administration of this Agreement. Contractor shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes.
21. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by Town nor shall anything included herein be construed as consent by Town to be sued by third parties in any matter arising out of this Agreement.
22. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.
23. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

LAUDERDALE-BY-THE-SEA, FLORIDA

Melissa Vasami, Town Clerk

By: _____
Ken Rubach, Town Manager
_____, 2026

APPROVED AS TO FORM AND SUFFICIENCY:

By: _____
Susan L. Trevarthen, TOWN ATTORNEY

CONTRACTOR

By _____

(Type Name/Title signed above)

_____ day of _____, 2026.



Town Commission Agenda Item Report

Meeting Date: April 28, 2026

Submitted By: Ken Rubach, Town Manager

Submitting Department: Administration

Item Type: Resolution

Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: RESOLUTION 2026-16: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF DECORATIVE BOLLARD AND LIGHT COLUMN FIXTURES FOR THE WEST PLAZA REFURBISHMENT PROJECT PURSUANT TO A PIGGYBACK AGREEMENT WITH KILOWATT ELECTRIC COMPANY IN AN AMOUNT NOT TO EXCEED \$220,238.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Explanation:

As part of the Town's West Plaza Refurbishment Project, business owners within the four plazas have expressed a strong interest in enhancing the existing lighting infrastructure. Specifically, they have requested the replacement of the current bollard fixtures, which were installed more than a decade ago and no longer provide adequate illumination.

The proposed improvements include the installation of new, architecturally cohesive bollards and complementary light columns designed to enhance both functionality and aesthetics. These fixtures have been carefully selected to align with the area's mid-century modern character, while maintaining consistency with the established color palette and existing street lighting.

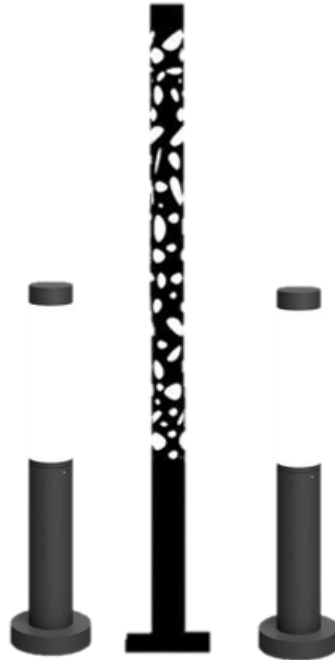
At present, the existing bollard lighting offers minimal illumination to storefronts, limiting visibility and diminishing the overall pedestrian experience during evening hours. The introduction of upgraded bollards, in combination with strategically placed light columns, will significantly improve lighting levels, enhance safety, and create a more inviting and visually engaging environment.

Additionally, the proposed lighting system incorporates energy-efficient LED technology with programmable color-changing capabilities. This feature will allow the Town to adjust lighting colors during holidays and special events, providing an opportunity to further activate the plazas and attract visitors.

The overall lighting plan includes the installation of 47 illuminated bollards and 21 light columns, representing a comprehensive approach to modernizing and revitalizing the plazas' lighting

infrastructure.

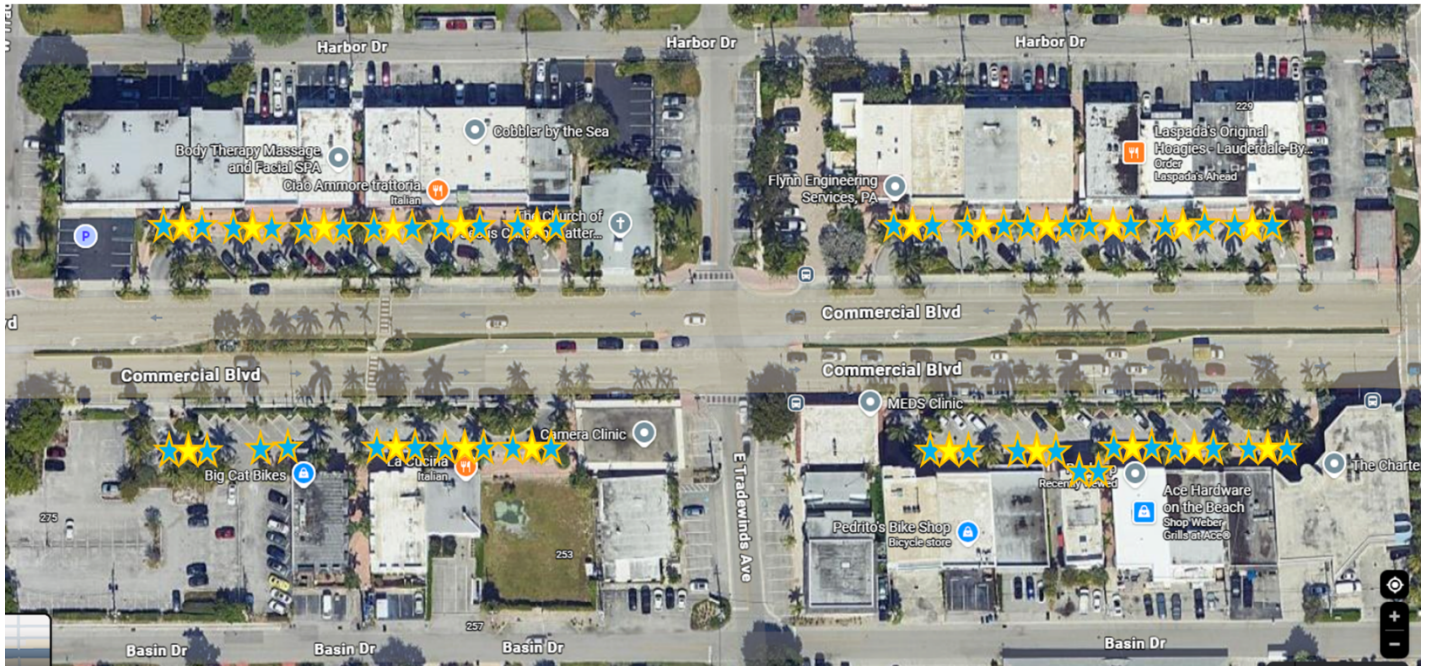
Sample Light Column & Bollards Lighting Configuration



Light Column and Bollard Location Map

SEA FAN PLAZA
12 small, 6 tall

GREEN TURTLE PLAZA
12 small, 6 tall



EAGLE RAY PLAZA
11 small, 4 tall

PARROT FISH PLAZA
12 small, 5 tall

Kilowatt serves as the Town's primary electrical maintenance and installation provider via utilization of a piggyback agreement through the City of Coral Springs (23-B-013F). They have served in this role for the Town for approximately six years, demonstrating familiarity with the Town's infrastructure, standards, and operational expectations.

The total cost for the proposed lighting upgrades is \$220,230.00. Funding for this project has been appropriated within the Town's Capital Improvement Program under the West Plaza Refurbishment Project (Account No. 300-572202-500630), and sufficient funds are available to support the completion of this work.

Recommendation: Approve Resolution 2026-16

Exhibits:

1. 2026-16 Resolution - Approving The Purchase Of the Equipment With Kilowatt Electric Company (Piggyback)
2. estimate_44418

RESOLUTION NO. 2026-16

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF DECORATIVE BOLLARD AND LIGHT COLUMN FIXTURES FOR THE WEST PLAZA REFURBISHMENT PROJECT PURSUANT TO A PIGGYBACK AGREEMENT WITH KILOWATT ELECTRIC COMPANY IN AN AMOUNT NOT TO EXCEED \$220,238.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

WHEREAS, on October 22, 2024, the Town of Lauderdale-By-The-Sea (the “Town”) approved into a piggyback agreement with Kilowatt Electric Company (the “Contractor”) for licensed electrical contractor services, incorporating the terms and conditions of a City of Coral Springs Invitation to Bid No. 23-B-013F (the “Piggyback Agreement”); and

WHEREAS, as part of the Town’s West Plaza Refurbishment Project, the Town has identified the need to enhance existing lighting infrastructure within the four plaza areas to improve visibility, safety, and the overall pedestrian experience; and

WHEREAS, the proposed improvements consist of approximately forty-seven (47) illuminated bollards and twenty-one (21) light columns featuring energy-efficient LED technology with programmable color-changing capabilities (the “Equipment”); and

WHEREAS, the Contractor has provided a quote, attached hereto as Exhibit “A” (the “Quote”) for the Equipment and installation services; and

WHEREAS, pursuant to the Piggyback Agreement, the Town desires to approve the purchase of the Equipment and installation services consistent with the Quote attached hereto as Exhibit “A”; and

WHEREAS, the Town Commission deems it to be in the best interests of the Town to

approve the purchase pursuant to the Piggyback Agreement.

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

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

Section 2. Approval of the Purchase. The Town Commission hereby approves the purchase of the Equipment and installation services with the contractor.

Section 3. Authorization. The Town Manager is hereby authorized to purchase the Equipment and installation services consistent with the Quote attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

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

PASSED AND ADOPTED this _____ day of _____, 2026.

Mayor Edmund Malkoon

Attest:

Melissa Vasami, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Pompano Address:
1700 NW 22nd Ave
Pompano Beach, FL 33069

PSL Address:
1971 SW Biltmore ST
Port St Lucie, FL 34984

Contact Information:
Pompano Ph: 954-975-8200
PSL Ph: 772-214-1070
E: kec@kilowatt-electric.com

Website:
www.kilowatt-electric.com

License Number:
EC-13001961
EC-13012601

CUSTOMER	SERVICE LOCATION	ESTIMATE #	44418
TOWN OF LAUDERDALE BY THE SEA 4501 N. OCEAN DRIVE LAUDERDALE BY THE SEA, FL, 33308	West Plazas 232 Commercial Blvd Lauderdale-by-the-Sea, Florida, 33308-4438	DATE	04/20/2026
		PO #	
		EXPIRATION	05/31/2026

DESCRIPTION

RE: Green Turtle Plaza, Sea Fan Plaza, Eagle Ray Plaza, Parrot Fish Plaza

Provide all labor, materials, equipment, and supervision necessary to remove existing plaza lighting fixtures and furnish and install new decorative lighting fixtures throughout the four West Plaza areas.

Work includes the supply and installation of Solera Corporation decorative lighting fixtures including SRB6F-SS series plaza fixtures and Yumi architectural light columns in custom color finish. Fixtures will be installed at existing lighting locations and connected to existing electrical circuits where applicable.

Installation includes removal of existing fixtures, installation of new fixtures, mounting hardware, wiring connections, testing, and commissioning for proper operation.

All work shall be performed in accordance with applicable NEC requirements, local codes, and manufacturer installation specifications.

Design # 2 incorporates additional Yumi architectural lighting columns to provide increased fixture height and enhanced plaza illumination.

47 Small Decorative Fixtures

21 Tall Architectural Light Columns

EXCLUSIONS

Unless specifically noted otherwise, the following items are excluded from this proposal:

- Paver removal, cutting, replacement, and restoration by others
- Trenching or underground conduit installation beyond tying into existing infrastructure
- Irrigation relocation or repair
- Landscaping removal or restoration
- Permit fees or engineering services
- Repair of deteriorated existing electrical infrastructure if discovered

GENERAL CONDITIONS

Existing electrical infrastructure is assumed to be in serviceable condition. Any repairs required to existing wiring, conduits, or junction boxes will be addressed under a separate proposal.

Contractor assumes existing underground conduits serving lighting locations remain intact and usable. Any required underground conduit replacement will be addressed under a separate proposal.

Contractor shall coordinate work to minimize disruption to pedestrian traffic and plaza operations.

Pricing is valid for 30 days and subject to material availability.

Coordination with the Town's paver contractor will be required for removal and restoration of plaza pavers surrounding each lighting base.

Estimate

Description	Qty	Rate	Tax	Total
Design #2				\$220,238.00
Fixtures	1.00	\$98,038.00	\$0.00	\$98,038.00

Fixtures				
Custom Color Adder	1.00	\$3,500.00	\$0.00	\$3,500.00
Precast Concrete Bases / Anchors Concrete Bases / Anchors	68.00	\$500.00	\$0.00	\$34,000.00
Electrical Materials Electrical Materials	1.00	\$8,900.00	\$0.00	\$8,900.00
Labor Labor	1.00	\$71,000.00	\$0.00	\$71,000.00
Equipment / Demo / Disposal Equipment / Demo / Disposal	1.00	\$4,800.00	\$0.00	\$4,800.00

Estimate Total:

\$220,238.00

CUSTOMER MESSAGE

Proposal Terms and Conditions

This proposal reflects material pricing valid through the “Proposal Valid Thru” date. Due to ongoing fluctuations in the commodity market, pricing is subject to change after that date. Upon acceptance of the contract, final pricing will be confirmed based on current market conditions. Kilowatt Electric Company shall not be held liable for delays or inability to perform work due to circumstances beyond our control, including but not limited to supply chain disruptions, labor shortages, extreme weather events, or public health emergencies.

Statement on Tariffs

Kilowatt Electric Company (Kilowatt) shall use commercially reasonable efforts to minimize the impact of any newly imposed tariffs, duties, taxes, or similar levies on prices quoted and agreed upon herein. In the event of such new impositions after contract execution, Kilowatt may pass through verifiable incremental costs attributable to the tariffs by providing the following documentation, which shall be deemed sufficient unless the Customer provides written objection within ten (10) business days of receipt specifying deficiencies:(a) Official government or Customs documentation evidencing the tariff and applicable rate;(b) Evidence that the affected goods were procured after the tariff's implementation date (e.g., dated purchase orders or supplier invoices showing country of origin); and(c) A certification that Kilowatt has made good-faith efforts to mitigate costs, such as exploring alternative sourcing where reasonably practicable under the circumstances.The Customer agrees to negotiate in good faith any disputed passthrough requests.

Exclusions

Unless specifically included in writing, the following items are **not** included in this proposal:
Permits, photometric studies, engineering, directional boring, layout design, asphalt/concrete/drywall repair, painting, utility stake-out, land surveys, bonds, MOT (maintenance of traffic), erosion control, sod or landscaping removal/restoration, pavers, fencing, irrigation, fire alarm systems, audio wiring, lightning protection, or any irrigation repairs.

General Conditions

- All stake-outs are to be performed by others. Kilowatt Electric assumes no liability for damage to unmarked underground utilities.
- A rapid trenching technique will be used; only rough backfill is included. Landscape restoration is not provided.
- Proposal does **not** include pickup of any FP&L materials.
- Site must be within 2 inches of finished grade or vertical grade stakes must be provided.
- Permit fees are **not** included unless explicitly stated.

Payment Terms

By signing this proposal, the customer agrees to the scope, pricing, and conditions herein. Payment terms will follow the agreement set forth in the final contract. All legal fees incurred for collection efforts will be the responsibility of the customer.

We accept Visa, MasterCard, American Express, checks, and ACH transfers. A processing fee of up to 3% applies to all credit card payments.

Approval Signature: _____

Print Name: _____

Date: _____



Town Commission Agenda Item Report

Meeting Date: April 28, 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: Pursuant to Chapter 30 “Unified Land Development Regulations,” Section 30-128 “Administrative Adjustments,” of the Town’s Code of Ordinances (the “Town Code,” the Applicant has requested an administrative adjustment from Section 30-313 (t)(2)(b)(1) “Permanent Generators” of the Town’s Code, to permit the encroachment of a generator one (1) foot , four (4) and one-quarter (1/4) inches into the required 5-foot side setback for the property located at 228 Imperial Lane (the “Property”).

Explanation:

SUBJECT

The Applicant (**Exhibit 1**) has submitted a request for approval of a Level 2 Administrative Adjustment to allow a generator to encroach approximately 1 foot, 4¼ inches into the required 5-foot side setback for a new single-family residential property located at 228 Imperial Lane.

BACKGROUND

The subject property is a 9,473-square-foot parcel located within the RS-5 zoning district with a recently constructed single-family home. During the 2024 building permit review process, the proposed generator location was initially denied due to noncompliance with required setback standards; however, a subsequent review resulted in conditional approval, with the understanding that compliance would be verified during inspection. A later field inspection revealed that the generator had been installed within the required side setback, and a final survey confirmed the encroachment, necessitating approval of an Administrative Adjustment prior to issuance of a Certificate of Occupancy. The request was previously presented to the Planning and Zoning Board on July 10, 2025 (**Exhibit 2**), at which time the Board recommended denial. Following that action, the applicant paused the process to evaluate alternative compliance options and has since resubmitted the request with additional mitigation measures. At the direction of the Planning and Zoning Board, the Town Commission subsequently considered a potential amendment in December 2025 to prohibit generator placement within side setbacks for new single-family and duplex construction; however, the Commission declined to move forward with the proposed amendment, and no changes were made to the existing generator regulations.

REQUEST

The applicant has revised their application and is now requesting approval of a Level 2 Administrative Adjustment to allow a generator to encroach approximately 1 foot, 4¼ inches into the required 5-foot side setback along the western property line.

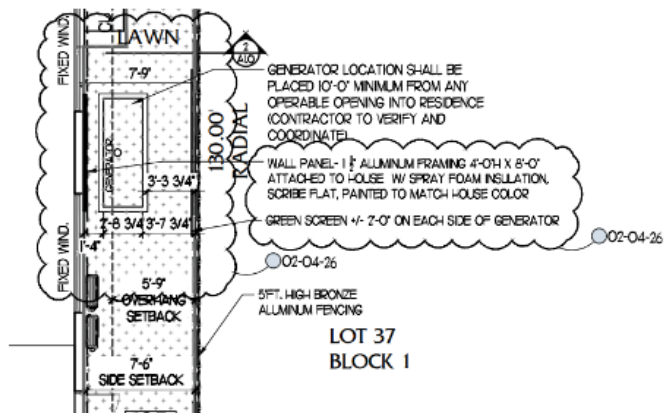


Diagram 1

ANALYSIS

Pursuant to Section 30-128 of the Town Code, a Level 2 Administrative Adjustment may allow up to 30% encroachment into a required setback. The requested encroachment of approximately 1' 4¼" falls within this allowable threshold.

Staff has reviewed the application and finds that it meets the required criteria, including:

- No increase in allowable density or building height
- No encroachment into easements or public rights-of-way
- Compatibility with the surrounding residential character
- No substantial interference with adjacent properties
- No adverse impact to public health or safety
- Consistency with the Town's Comprehensive Plan

To address prior concerns, the applicant has incorporated mitigation measures, including:

- A sound-attenuated generator enclosure (Kohler Model 48 RCLC)
- Installation of a spray foam-insulated wall panel, finished to match the residence
- A green screen along the adjacent fence for visual and sound buffering
- Orientation of exhaust away from adjacent properties

Additionally, the adjacent property owner who previously objected has submitted a letter of support for the revised proposal (**Exhibit 3**).

PUBLIC NOTICE

All required public notice procedures have been satisfied in accordance with Section 30-139 of the Town Code. The property was posted, surrounding property owners within a 300-foot radius were notified, and the public hearing was duly advertised.

The revised request was presented to the Planning and Zoning Board at its April 1 meeting (**Exhibit 4**), at which time the Board recommended approval of the request, as reflected in the attached Board minutes (**Exhibit 5**).

Recommendation:

Staff recommends **approval** of the Level 2 Administrative Adjustment (**Exhibit 6**), subject to the following conditions:

1. The approval shall run concurrently with the associated building permit.
2. The generator shall be fully screened from public view and adjacent properties.

3. The generator shall comply with noise standards not exceeding 70 decibels at 25 feet.
4. The generator exhaust shall be directed upward and away from adjacent properties, where feasible.

Exhibits:

1. Exhibit 1 - Revised Application
2. Exhibit 2 - 7.10.25 P&Z Agenda Packet
3. Exhibit 3 - Letter of Support Stuart Dodd
4. Exhibit 4 - 4.1.26 P&Z Report and Exhibits
5. Exhibit 5 - 4.1.26 P&Z Board meeting minutes
6. Exhibit 6 - Administrative Adjustment Development Order

REVISED APPLICATION

FEB 23 '26 16:20

LAUDERDALE BY THE SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2



Exhibit 6

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

(954)-640-4210

ZONING@LBTS-FL.GOV

M-F 8:30-4:30 PM

For Administrative Purpose OnlyApplication Number: 2025-WL2-PP-03

BTR #: _____

Date Application Submitted: 05/27/2025

Date Application Found Complete: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: \$400.00

Cost Recovery Fee: _____

LAUDERDALE BY THE SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2

In accordance with Town Code Section 30-128, a Level 2 Administrative Adjustment may be requested for:

- Setback adjustments up to 30% or 5 feet, whichever is less
- Overhangs, roof cornices and eaves and exterior balconies and all other requests up to five (5) feet, whichever is less
- More than three (3) parking spaces or more than 10% of the minimum parking requirement (for residential zoning districts only)

SECTION A: PROJECT DETAILS

Project Name: Phillips Residence

Code Section from which Administrative Adjustment is sought: D # i, ii

SECTION B: ITEMS FOR SUBMITTAL

Note: Please submit digital copies with the hard copy application via email or thumb drive

- The Fee for Administrative Adjustment Level 2 + Deposit (See Fee Schedule) \$400 ATTACHED.
- A description of the request GENERATOR REQUEST APPROVAL ENCROACHING
- Two (2) current surveys, signed and sealed. APPROX. 1'-0" INTO SETBACK.
- Two (2) hard copies of a sketch that identifies the following:
 - All improvements and structures on the subject parcel
 - Proposed improvements which necessitates the adjustment
 - Distance of improvement from property line
 - Overhang distance from the building
- For parking reductions, submit a parking report that identifies the following:
 - Available parking within distance to the subject property
 - Pedestrian public route(s) from public parking to subject parking
- For building adjustments, explain how the administrative adjustment request meets the criteria as established in Town Code Section 30-128 (see Section C)

SECTION C: CRITERIA FOR APPROVAL

Section 30-128 of the Code of Ordinances states an Administrative Adjustment to Building Standards shall be approved only if all of the following standards are met:

- a) The Administrative Adjustment does not result in an increase in allowable density.
- b) The Administrative Adjustment does not provide for building height that exceeds the zoning code standards.
- c) In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way.
- d) The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves, or exterior balconies; or
 - viii. Required for an expansion, addition, or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
- e) The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands and will not pose a danger to the public health or safety.
- f) The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.
- g) Any adverse impacts, including but not limited to reductions in view corridors, resulting from the administrative Adjustment will be mitigated to the maximum extent practicable.
- h) The Administrative Adjustment is consistent with the comprehensive plan.
- i) An administrative adjustment to parking standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.

If a resubmittal is requested, please submit the amended documents, the previous comments received from the Town, and the applicant's response to those comments.

Need assistance or clarification?
Please contact us at (954)-640-4210 or email Zoning@lbts-fl.gov



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: _____

BTR #: _____

Date Application Submitted: _____

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

Cost Recovery Fee: _____

5/28/2020
Universal Application

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 _____ | ☐ Right-of-Way Vacation |
| ☐ Conditional Use Modification _____ | ☐ Comprehensive Plan Amendment |
| ☒ Administrative Adjustment <u>LEVEL 2</u> | ☐ Payment in Lieu of Parking |
| ☐ Variance _____ | ☐ Parking Reduction _____ |
| ☐ Plat _____ | ☐ Other: _____ |
| ☐ Architectural Review _____ | |

Project Name: Phillips Residence

Folio Numbers: 4943 18 04 0390

Street Address: 228 Imperial Lane

Legal Description: LAUDERDALE SURF & YACHT ESTATES 22-46 B LOT 37 BLK 1

Name of Property Owner: Scott and Rosa Phillips Property Owner's Phone #: 412-680-1394

Address of Property Owner: 228 Imperial Lane, Lauderdale by the Sea, FL 33308

Property Owner's Email Address: scott@phillips.bz

Name of Applicant: Scott Phillips Applicant's Phone #: 412-680-1394

Applicant's Address: 228 Imperial Lane, Lauderdale by the Sea, FL 33308

Applicant Email Address: scott@phillips.bz

Name of Agent (e.g. Contractor Representing the Project): James M. Barron

Agent's Email Address: jim@barrondevelopment.com Agent's Phone #: 954-249-4250

Agent's Address: 2890 Marina Mile Blvd Ste 115, Ft Lauderdale, FL 33312

Land Use Plan Designation: _____ Zoning District: _____

Existing Use of the Subject Property: Single family residence

Proposed Use of the Subject Property: Single family residence

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

I, _____ (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: SCOTT PHILLIPS Date: 5/23/25

Signature of Property Owner: Scott Phillips

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: Scott Phillips Date: 5/23/25

Signature of Property Owner: Scott Phillips

State of Florida:

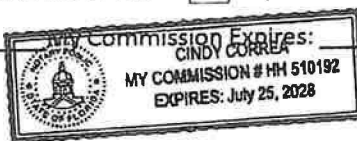
County:

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

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

Print Notary Name: CINDY CORREA

Notary Signature: Cindy Correa



Applicant

Print Name of Property Owner: Scott Phillips Date: 5/23/25

Signature of Property Owner: Scott Phillips

State of Florida:

County:

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

23 of MAY, 20 25.

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

Print Notary Name: CINDY CORREA My Commission Expires: _____

Notary Signature: Cindy Correa



5/28/2020
Universal Application





PINNELL SURVEY, INC.

5300 W. HILLSBORO BLVD., SUITE 215-A COCONUT CREEK, FLORIDA 33073
PHONE(954)418-4940 FAX(954)418-4941 EMAIL: order@sfland.net
CERTIFICATE NO.: LB6857

SURVEY ADDRESS:

228 IMPERIAL LANE
LAUDERDALE BY THE SEA, FLORIDA 33308

CERTIFY TO:

1. ROSA AND SCOTT PHILLIPS

FLOOD ZONE & ELEVATIONS:

FLOOD ZONE: X / X(0.2%) / AE
BASE FLOOD ELEVATION: 6' / 7'
CONTROL PANEL NO.: 125123-0386-J
DATE OF FIRM INDEX: 07/31/24

REFERENCE BENCHMARK: CITY OF FORT
LAUDERDALE B.M. @ DUPONT BOULEVARD
AND ALLEY S. OF COMMERCIAL BOULEVARD
ELEVATION = 5.598' (NGVD 1929)
ELEVATION = 4.013' (NAVD 1988)

POTENTIAL ENCROACHMENTS:

1. RETAINING WALL CROSSES OVER THE EASTERLY PROPERTY LINE.

LEGAL DESCRIPTION:

LOT 37, BLOCK 1, OF "LAUDERDALE SURF & YACHT ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, AT PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGEND & ABBREVIATIONS:

A	= ARC	D.E.	= DRAINAGE EASEMENT	P.C.	= POINT OF CURVATURE
A/C	= AIR CONDITIONER	ELEV.	= ELEVATION	P.E.	= POOL EQUIPMENT
A.E.	= ANCHOR EASEMENT	E.S.	= ELECTRIC SERVICE	P.I.	= POINT OF INTERSECTION
B.M.	= BENCHMARK	F.P. & L.	= FLORIDA POWER & LIGHT	P.R.C.	= POINT OF REVERSE CURVE
B.C.R.	= BROWARD COUNTY RECORDS	L.B.	= LICENSED BUSINESS	P.O.B.	= POINT OF BEGINNING
C.B.S.	= CONCRETE BLOCK STRUCTURE	L.P.	= LIGHT POLE	P.O.C.	= POINT OF COMMENCEMENT
CHATT.	= CHATTAHOOCHEE	M.H.	= MANHOLE	P.P.	= POWER POLE
C.O.	= CLEANOUT	(M)	= MEASURED	R	= RADIUS
CONC.	= CONCRETE	NAVD	= NORTH AMERICAN VERTICAL DATUM	R/W	= RIGHT-OF-WAY
C.L.F.	= CHAIN LINK FENCE	NGVD	= NATIONAL GEODETIC VERTICAL DATUM	T	= TANGENT
C.L.P.	= CONCRETE LIGHT POLE	NO.	= NUMBER	(TYP.)	= TYPICAL
(C)	= CALCULATED	O.H.	= OVERHANG	U.E.	= UTILITY EASEMENT
C.B.	= CHORD BEARING	O.R.B.	= OFFICIAL RECORDS BOOK	W.F.	= WOOD FENCE
C.R.	= CABLE RISER	O/S	= OFFSET	W.M.	= WATER METER
(D)	= DEED	(P)	= PLAT	Δ	= DELTA OR CENTRAL ANGLE
D.B.	= DEED BOOK	P.B.C.R.	= PALM BEACH COUNTY RECORDS	$\square$	= CENTERLINE
M-D.C.R.	= MIAMI-DADE COUNTY RECORDS	P.B.	= PLAT BOOK	∇	= ELEVATION

GENERAL NOTES:

1. TYPE OF SURVEY: BOUNDARY
2. IF THIS SURVEY HAS BEEN REVISED AS INDICATED IN THE REVISION BOX SHOWN HEREON, THEN ANY AND ALL PREVIOUS VERSIONS OF THIS SURVEY PREPARED BY PINNELL SURVEY, INC. ARE NULL & VOID.
3. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD BY PINNELL SURVEY, INC. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY, FOR WHICH THE SUBJECT PROPERTY IS LOCATED IN.
4. UNLESS OTHERWISE NOTED, FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS.
5. ELEVATIONS SHOWN HEREON (IF ANY) ARE RELATIVE TO NAVD 1988, UNLESS OTHERWISE NOTED.
6. UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED.
7. FENCE AND WALL OWNERSHIP IS NOT DETERMINED.
8. THIS DRAWING IS THE PROPERTY OF PINNELL SURVEY, INC. AND SHALL NOT BE USED OR REPRODUCED, WHOLE OR IN PART WITHOUT WRITTEN PERMISSION & AUTHORIZATION FROM PINNELL SURVEY, INC.
9. ALL EASEMENTS SHOWN ON THE ATTACHED DRAWING ARE PER THE RECORD PLAT (UNLESS OTHERWISE NOTED).
10. REFERENCE BENCHMARK ELEVATION DATUM WAS CONVERTED FROM NGVD 1929 TO NAVD 1988 USING CORPSCON 6.0.1.

CERTIFICATION:

THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE SET OR FOUND MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE UNDER RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, UNLESS IT IS ELECTRONICALLY SIGNED AND SEALED.


10/14/25
JASON H. PINNELL
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5734, STATE OF FLORIDA

REVISIONS	DATE	CHK'D BY
REVISED GENERATOR PAD/ EQUIPMENT	10/14/25	K.M.
FINAL SURVEY (25-0710)	04/22/25	K.M.
UPDATE SURVEY & ELEVATIONS (25-0295)	02/18/25	K.M.
POOL SPOT SURVEY (23-1358)	08/18/23	S.A.
SPOT SURVEY (22-2245)	11/09/22	S.A.
FORM BOARD SURVEY (22-2179)	10/29/22	J.P.
UPDATE SURVEY & ADD SITE ELEVATIONS (21-1050)	05/18/21	K.M.

SKETCH NO.: 07-2807

DATE OF SURVEY: 11/16/07

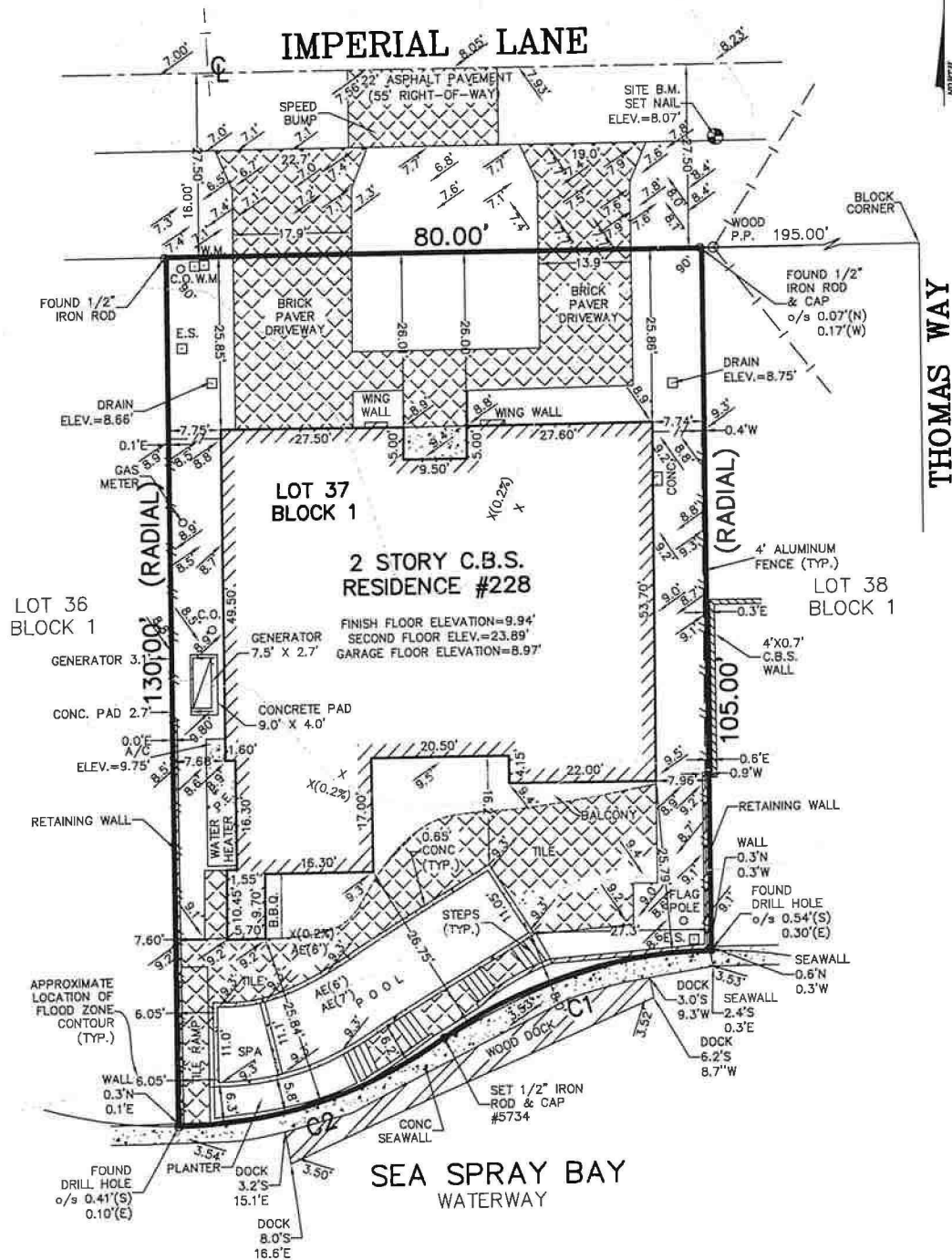
CHECKED BY: S.A.

FIELD BOOK/PAGE: 289/74, FILE

SIDE 1 OF 2

C1: R=80.00'(P) 70.25'(C)
 $\Delta=34^{\circ}42'29''$ (C)
 A=48.46'(P) 42.56'(C)

C2: R=80.00'(P) 70.25'(C)
 $\Delta=34^{\circ}42'29''$ (C)
 A=48.46'(P) 42.56'(C)



SCALE: 1" = 20'	SKETCH NO.: 07-2807
DRAWN BY: K.W.	SIDE 2 OF 2

Town of Lauderdale-By-The-Sea
Regular Planning and Zoning Board

Agenda

Thursday, July 10, 2025

6:00 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Regular Planning and Zoning Board

Thursday, July 10, 2025, 6:00 PM
Jarvis Hall 4505 N. Ocean Drive, 33308

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. APPROVAL OF MINUTES

3.a. October 2, 2024 Minutes

4. PUBLIC COMMENTS

5. NEW BUSINESS

5.a. 2025-LVL2-AA-03: Pursuant to Chapter 30 "Unified Land Development Regulations," Section 30-128 "Administrative adjustments of the Town's Code of Ordinances, the Applicant has requested an administrative adjustment from Section 30-313 (t)(2) "Permanent Generators" of the Town's Code of Ordinances, to permit the encroachment of a generator one (1) foot into the required 5-foot side setback for the property located at 228 Imperial Lane.

5.b. **Application Number:**2024-CU-01-Pursuant to Chapter 30 "Unified Land Development Regulations," Article IV "Development Permits – Applications, Requirements And Review Procedures," Division 3 "Conditional Use Procedures And Requirements" of the Town Code of Ordinances ("Town Code"), the Applicant has requested Conditional Use Approval (2023-CU-01) to construct a residential duplex within the RM-25 zoning district at the property located at 4628 Bougainville Drive.

5.c. **Application Number** 2025-L2-AA-02- Pursuant to Chapter 30 "Unified Land Development Regulations," Section 30-128 "Administrative adjustments of the Town's Code of Ordinances, the Applicant has requested an administrative adjustment from Section 30-241 (h) (6) (b) "Side Setbacks" of the Town's Code of Ordinances, to permit an encroachment of (2) feet into the required 12-foot side setback for the property located at 4628 Bougainville Drive.

6. OLD BUSINESS

7. UPDATES/BOARD MEMBER COMMENTS

8. 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: 3.a.

Planning and Zoning Board Agenda Item Report

Meeting Date: July 10, 2025

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Presentation

Agenda Section: APPROVAL OF MINUTES

Subject Title: October 2, 2024 Minutes

Explanation:

Recommendation:

Exhibits:

1. October 2 2024 Minutes

NON APPROVED
TOWN OF LAUDERDALE-BY-THE SEA
PLANNING AND ZONING BOARD MEETING MINUTES
JARVIS HALL, 4505 N OCEAN DRIVE, 33308
Wednesday, October 2, 2024

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

ROLL CALL & WELCOME

Board Clerk Megan Small called the roll and present in-person were Chair Karen Sylvester, Vice Chair Karen Blake, Board Members Ron Piersante and Leslie Richardson, and 1st Alternate William (Bill) Ferrante. Those not present were Board Member Jeff Goldman and 2nd Alternate Patrick Ucci. Present in person were Town Attorney James White, Development Services Director (DSD) Jhanelle Campbell, Assistant Development Services Director (ADSD) Muriel Ramirez and Board Clerk Megan Small.

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

3. APPROVAL OF MINUTES

a. Planning & Zoning (P&Z) Meeting Minutes – September 4, 2024

Vice Chair Karen Blake asked for one correction to be made to the September 4, 2024 minutes and then the corrected September 4, 2024 minutes were to be presented again on the next P&Z agenda for approval with the one correction. Vice Chair Blake requested that the standard be added to the end of the first line in the motion – by adding the following words: because the appellant did not show that Staff's interpretation of the phrase was clearly erroneous. The Vice Chair said those words were the standard that this was hooked on. She further requested that Staff, in future reports, puts the reasoning in so that the Town Commission knew why. The motion would now read:

Vice Chair Blake made a motion to deny by upholding Staff's decision that the proposed business use was not to be classified as a drug store/pharmacy because the appellant did not show that Staff's interpretation of the phrase was clearly erroneous. The motion was seconded by Board Member Ferrante. The motion to deny carried 5-0.

4. PUBLIC COMMENTS

Chair Sylvester opened the meeting to the public for any comments but if a member of the public wished to speak on a specific agenda item, that person could choose to wait until public comments opened on that item.

Marc Pearson, resident, explained that he told DSD Campbell that he agreed with the Board's decision for denial at their last P&Z Meeting regarding CBD. They supported Staff's recommendation to deny. At the last Commission Meeting, he agreed with the Commission's authorization to allow the store for CBD stuff. It all made sense. He believed that the actual

words of the Town's Ordinances support everything he says. He spoke about one of his neighbors who had a rooftop recreation area (activity area) removed by the Town years ago. Then next door to him, a young couple with two children bought the house and rebuilt it. They only built one floor and wanted to put an activity area on top. They complained to him that the Town would not allow that.

In mid-July, Mr. Pearson spoke to the Town about a house behind a house in front of him, over a canal and over a street about ½ mile from him. He informed as to what he thought they were doing. He turned in an appeal. He was informed by the Town that he did not do reasonable diligence and they explained about his timing with the appeal. He asked how was he, who was not involved with the permitting process, supposed to bring to the Town's attention what was going on ½ mile away from his home. He explained everything he went through in order to turn in the appeal that was denied by the Town for an activity area, third floor, etc. regarding this house. Then he turned in an appeal on the reasonable diligence decision to deny by the Town. He recommended to the P&Z Board, to advise the Town Commission to tell the Town to give him the reasonable diligence appeal. Chair Sylvester informed that she knew that Staff was working with Mr. Pearson and were reviewing his Appeal. If it was appropriate, it would come in front of the Board.

5. NEW BUSINESS

5.a. ORDINANCE 2024-09 - An Ordinance Of The Town Of Lauderdale-By-The-Sea, Florida, Amending Chapter 30, "Unified Land Development Regulations," Of The Town's Code Of Ordinances By Repealing Article XI "Seagrape Drive Sidewalk Plan," From The Town's Code Of Ordinances; Providing For Codification, Severability, Conflicts, And For An Effective Date.

Development Services Director Campbell presented this item stating the ordinance before them was a repeal of the "Seagrape Drive Sidewalk Plan" which was adopted in 2005. The plan required property owners redeveloping on Seagrape Drive to comply with the sidewalk plan design. Since 2005, there was only one property that had to comply with the code provision. This was the only property that paid into the fund. It did not seem appropriate to the Town Commission to continue to have these regulations on the books. The Town was recommending to appeal them (via Ordinance 2024-09). The DSD called for board questions.

Board Member Piersante questioned that Line 16 depicted the date January 11, 2025 and it should have been January 11, 2005 (regarding Ordinance 2005-02). DSD Campbell said that was a typo that would be fixed. Vice Chair Blake wanted to know that once this was repealed, would there be any other standards that apply in case there was construction or rebuilding or something. DSD Campbell answered that would depend on the project. It would be on a project-by-project basis. She further said that there were engineering standards for sidewalks that were reviewed by our Town engineer. Board Member Piersante said it made sense to him to take this out. He felt that the sidewalk on the west side was really good.

For the record, the Chair said there was no one present for Public Comment. There were no other board questions.

Board Member Richardson made a motion to approve ORDINANCE 2024-09 as presented by Staff with the correction of the typo to reflect 2005. The motion was seconded by Board Member Piersante. The motion to approve ORDINANCE 2024-09 as presented by Staff with the typo correction for 2005 carried 5-0.

6. OLD BUSINESS

None.

7. UPDATES/BOARD MEMBER COMMENTS

None.

8. ADJOURNMENT

Board Member Richardson made a motion to adjourn at approximately 6:13PM. The motion was seconded by Vice Chair Blake. The motion to adjourn carried 5-0.

Chair Karen Sylvester

ATTEST:

Date Accepted: _____



Agenda Item No: 5.a.

Planning and Zoning Board Agenda Item Report

Meeting Date: July 10, 2025

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Action Item

Agenda Section: NEW BUSINESS

Subject Title: 2025-LVL2-AA-03: Pursuant to Chapter 30 "Unified Land Development Regulations," Section 30-128 "Administrative adjustments of the Town's Code of Ordinances, the Applicant has requested an administrative adjustment from Section 30-313 (t)(2) "Permanent Generators" of the Town's Code of Ordinances, to permit the encroachment of a generator one (1) foot into the required 5-foot side setback for the property located at 228 Imperial Lane.

Explanation: The purpose of this memorandum is to provide findings and recommendations regarding the Level 2 Administrative Adjustment application (**Exhibit 1**) submitted to the Town of Lauderdale-By-The-Sea (the "Town") by Scott Phillips (the "Applicant") to allow a 1-foot encroachment into the 5-foot required side setback for a generator for property located at 228 Imperial Lane (the "Property") (**Diagram 1**). The Applicant is requesting an Administrative Adjustment to allow an encroachment into the side setback.



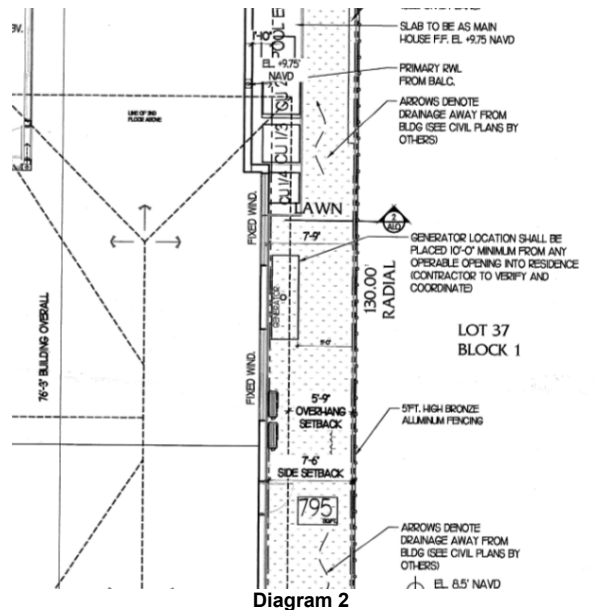
Diagram 1

The Applicant has paid the appropriate fee and submitted the required documents. Notice has been given to all property owners located within a three hundred (300) foot radius of the Property. The Property has been posted and the public hearing concerning the Administrative Adjustment has been advertised, pursuant to Section 30-139 of the Town Code of Ordinances (the "Town Code") (**Exhibit 2**). Staff has not received comments from the public regarding this request.

Background and Request

The Property is a parcel of land under construction, located within the RS-5 zoning district (**Exhibit 3**). The property is 9,473 SF (.22 acres) in size. The proposal is to allow a 1-foot encroachment into the 5-foot required side setback for a temporary generator (**Diagram 2** shows the location of the generator). The generator has already been installed on the western property

boundary of the Property and has been reviewed for compliance with building safety standards, functional maintenance accessibility and impact on adjacent properties. The initial plan review of the generator took place on February 2, 2024, which was denied for failure to meet side yard setback requirements (**Exhibit 4**). A second review on April 18, 2024, maintained the denial for the same reason. On June 21, 2024 (**Exhibit 4**), the third review approved the plan with notes indicating that setback, height, and screening compliance would be verified during zoning inspection (**Exhibit 4**). In October 2024, during an inspection for an unrelated issue, Town staff observed the generator slab placed too close to the west property line, triggering compliance concerns. This led to a formal notification to Barron Development on October 29, 2024, requesting revised plans, which were not received until May 9, 2025 (**Exhibit 5**). Upon review of the final survey, staff confirmed the generator still encroached approximately one foot into the required five-foot side setback. A zoning email dated May 28, 2025 (**Exhibit 6**), reiterated that the current generator location did not comply with Town Code and would require an administrative adjustment application, including review by both the Planning & Zoning Board and Town Commission, prior to issuance of a final Certificate of Occupancy.



Administrative Adjustment

Town Code Provision

Section 30-128 of the Town Code (**Exhibit 7**) establishes Level 1 and Level 2 Administrative Adjustment standards that allow the Town Manager and Town Commission, respectively, to approve a reduction in parking standards and/or setback requirements. A Level 2 Administrative Adjustment is permitted for setback encroachments of up to thirty percent (30%) or five (5) feet of the required setback, whichever is less (**Table 1**). The Town Code requires review by the Town Staff, Planning & Zoning Board, and Town Commission.

Table 1

Administrative Adjustment Thresholds			
Building Standards that May be Adjusted	<u>Maximum Level 1 Adjustment</u>	<u>Maximum Level 2 Adjustment</u>	<u>228 Imperial Lane</u>
Setbacks	n/a	30% or 5 feet, whichever is less	1- foot encroachment request where 30% of the 5 foot required setback is 1.5'

Criteria and Analysis

Section 30-128 of the Town Code states that an encroachment into the required setbacks shall be approved if the requested relief is within the limits specified in the Administrative Adjustments Thresholds Table and the decision maker finds that there is competent substantial evidence in the record that all the following standards are met:

1. The Administrative Adjustment does not result in an increase in allowable density;

Applicant response: The administrative adjustment is to encroach 1-foot into the required 5 foot side setback for generators. This has no impact on density.

Staff response: The criterion has been met.

2. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;

Applicant response: The Administrative Adjustment is to encroach 1-foot into the required 5-foot side setback for generators. The generator has been placed on the ground and as such does not impact the height of the building.

Staff response: The criterion has been met.

3. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;

Applicant response: There is no recorded or platted easement, or a Town right-of-way, at the side of the property where the generator is located.

Staff response: The criterion has been met.

- d. The Administrative Adjustment furthers a minimum of one of the following conditions:

- i. Required to compensate for some unusual aspect of the development site or the proposed development; or

Applicant Response: The adjustment is required to accommodate manufacturer-specified spacing necessary for safe operation and servicing in case of emergency, and to comply with the Town's fire safety requirements for clearance from the home.

- ii. Supports an objective from the purpose statements of the zoning district where located; or

Applicant Response: The adjustment supports the zoning district's purpose by enabling the installation of equipment that provides backup power to the residence during emergencies

- iii. Proposed to protect sensitive natural resources or save healthy existing trees; or

- iv. Supports Mid-Century Modern Architecture; or

- v. Utilized to create a view corridor or other benefit to the Community; or

- vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or

- vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or

- viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.

Applicant response: The adjustment is requested pursuant to conditions (vi) and (viii), as it pertains to the placement of a detached structure necessary to meet both legal fire safety requirements and manufacturer-specified spacing.

Staff response: The criterion has been met.

5. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,

Applicant response: Correct – the proposed adjustment does not pose any danger to public health or safety and does not affect any adjacent lands.

Staff response: This criterion is not fully met. While the generator serves a functional purpose, its proposed location near the side property line may result in noise impacts that could affect the convenience and enjoyment of adjacent properties. Further evaluation or mitigation measures may be necessary to address potential concerns.

6. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.

Applicant response: I believe this would be a yes answer – does not compromise or make the home incompatible or out of character with this adjustment.

Staff response: The criterion has been met.

7. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.

Applicant response: There are no adverse impacts at all with this adjustment.

Staff response: The criterion has not been met. Placing the generator close to the neighboring residence may result in adverse impacts, including increased noise levels which could negatively affect the comfort and enjoyment of the adjacent property.

8. The Administrative Adjustment is consistent with the comprehensive plan.

Applicant response: This administrative adjustment is consistent with the approved generator installation plan and manufacturer specifications and life safety operational requirements.

Staff Response: The criterion has been met.

Recommendation: Summary Findings and Recommendations

The proposed plans and narrative submitted by the Applicant has not met the criteria within the Land Development Code and Staff does not recommend approval of the Level 2 Administrative Adjustment. However, if approved, staff recommends approval of the Level 2 Administrative Adjustment with the following conditions (**Exhibit 8- Development Order**):

1. If approved, the Level 2 Administrative Adjustment expires concurrently with the building permit approved for the Property.
2. The generator must be fully screened from public view and neighboring properties with either: A solid opaque fence or wall, or Landscaping material planted at a minimum of 18 inches and maintained to the height of the generator or four feet, whichever is greater.
3. The generator must comply with the noise level requirement of less than or equal to 70 decibels at 25 feet from the generator in any direction.
4. The generator's exhaust must be directed upward and away from adjacent properties where practically feasible.

Exhibits:

1. Exhibit 1 - Lvl 2 Admin Adjustment Submittal Application
2. Exhibit 2 - Sec. 30-139. Notice of Public Hearings
3. Exhibit 3 - Subdivision D. RS-5 District Regulations
4. Exhibit 4 - Plan Review Comments and Approval Notes
5. Exhibit 5 - Barron Development Original Notification
6. Exhibit 5 - Final Survey Route Review
7. Exhibit 6 - Final Survey Zoning Review Comments
8. Exhibit 6 - Zoning notification of non-compliance associated with TCO issuance
9. Exhibit 7 - Sec. 30-128. Administrative Adjustments

LAUDERDALE BY THE SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2



4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

For Administrative Purpose Only

Application Number: _____ 2025-WL2-PA-03

BTR #: _____

Date Application Submitted: _____ 05/27/2025

Date Application Found Complete: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____ \$400.00

Cost Recovery Fee: _____

LAUDERDALE • BY • THE • SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2

In accordance with Town Code Section 30-128, a Level 2 Administrative Adjustment may be requested for:

- Setback adjustments up to 30% or 5 feet, whichever is less
- Overhangs, roof cornices and eaves and exterior balconies and all other requests up to five (5) feet, whichever is less
- More than three (3) parking spaces or more than 10% of the minimum parking requirement (for residential zoning districts only)

SECTION A: PROJECT DETAILS

Project Name: Phillips Residence

Code Section from which Administrative Adjustment is sought: D # i, ii

SECTION B: ITEMS FOR SUBMITTAL

Note: Please submit digital copies with the hard copy application via email or thumb drive

- The Fee for Administrative Adjustment Level 2 + Deposit (See Fee Schedule) \$400 ATTACHED.
- A description of the request GENERATOR REQUEST APPROVAL ENCREACHING
- Two (2) current surveys, signed and sealed. APPROX. 1'-0" INTO SETBACK.
- Two (2) hard copies of a sketch that identifies the following:
 - All improvements and structures on the subject parcel
 - Proposed improvements which necessitates the adjustment
 - Distance of improvement from property line
 - Overhang distance from the building
- For parking reductions, submit a parking report that identifies the following:
 - Available parking within distance to the subject property
 - Pedestrian public route(s) from public parking to subject parking
- For building adjustments, explain how the administrative adjustment request meets the criteria as established in Town Code Section 30-128 (see Section C)

SECTION C: CRITERIA FOR APPROVAL

Section 30-128 of the Code of Ordinances states an Administrative Adjustment to Building Standards shall be approved only if all of the following standards are met:

- a) The Administrative Adjustment does not result in an increase in allowable density.
- b) The Administrative Adjustment does not provide for building height that exceeds the zoning code standards.
- c) In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way.
- d) The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves, or exterior balconies; or
 - viii. Required for an expansion, addition, or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
- e) The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands and will not pose a danger to the public health or safety.
- f) The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.
- g) Any adverse impacts, including but not limited to reductions in view corridors, resulting from the administrative Adjustment will be mitigated to the maximum extent practicable.
- h) The Administrative Adjustment is consistent with the comprehensive plan.
- i) An administrative adjustment to parking standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.

If a resubmittal is requested, please submit the amended documents, the previous comments received from the Town, and the applicant's response to those comments.

Need assistance or clarification?
Please contact us at (954)-640-4210 or email Zoning@lbts-fl.gov



LAUDERDALE • BY • THE • SEA

Universal Development Application

MAY 27 25 15:43



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: _____

BTR #: _____

Date Application Submitted: _____

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

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 _____ | ☐ Right-of-Way Vacation |
| ☐ Conditional Use Modification _____ | ☐ Comprehensive Plan Amendment |
| ☒ Administrative Adjustment <u>LEVEL 2</u> | ☐ Payment in Lieu of Parking |
| ☐ Variance _____ | ☐ Parking Reduction _____ |
| ☐ Plat _____ | ☐ Other: _____ |
| ☐ Architectural Review _____ | |

Project Name: Phillips Residence

Folio Numbers: 4943 18 04 0390

Street Address: 228 Imperial Lane

Legal Description: LAUDERDALE SURF & YACHT ESTATES 22-46 B LOT 37 BLK 1

Name of Property Owner: Scott and Rosa Phillips Property Owner's Phone #: 412-680-1394

Address of Property Owner: 228 Imperial Lane, Lauderdale by the Sea, FL 33308

Property Owner's Email Address: scott@phillips.bz

Name of Applicant: Scott Phillips Applicant's Phone #: 412-680-1394

Applicant's Address: 228 Imperial Lane, Lauderdale by the Sea, FL 33308

Applicant Email Address: scott@phillips.bz

Name of Agent (e.g. Contractor Representing the Project): James M. Barron

Agent's Email Address: jim@barrondevelopment.com Agent's Phone #: 954-249-4250

Agent's Address: 2890 Marina Mile Blvd Ste 115, Ft Lauderdale, FL 33312

Land Use Plan Designation: _____ Zoning District: _____

Existing Use of the Subject Property: Single family residence

Proposed Use of the Subject Property: Single family residence

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

I _____ (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: SCOTT PHILLIPS Date: 5/23/25

Signature of Property Owner: Scott Phillips

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: Scott Phillips Date: 5/23/25

Signature of Property Owner: Scott Phillips

State of Florida:

County:

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this day 23 of MAY, 20 25.

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

Print Notary Name: CINDY CORREA

Notary Signature: Cindy Correa



Applicant

Print Name of Property Owner: Scott Phillips Date: 5/23/25

Signature of Property Owner: Scott Phillips

State of Florida:

County:



5/28/2020

Universal Application

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

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

Print Notary Name: CINDY CORREA My Commission Expires: _____

Notary Signature: Cindy Correa





PINNELL SURVEY, INC.

5300 W. HILLSBORO BLVD., SUITE 215-A COCONUT CREEK, FLORIDA 33073
PHONE(954)418-4940 FAX(954)418-4941 EMAIL: order@sfland.net
CERTIFICATE NO.: LB6857

EXHIBIT 1

SURVEY ADDRESS:

228 IMPERIAL LANE
LAUDERDALE BY THE SEA, FLORIDA 33308

CERTIFY TO:

1. ROSA AND SCOTT PHILLIPS

FLOOD ZONE & ELEVATIONS:

FLOOD ZONE: X / X(0.2%) / AB
BASE FLOOD ELEVATION: 6' / 7'
CONTROL PANEL NO.: 125123-0386-J
DATE OF FIRM INDEX: 07/31/24

REFERENCE BENCHMARK: CITY OF FORT
LAUDERDALE B.M. @ DUPONT BOULEVARD
AND ALLEY S. OF COMMERCIAL BOULEVARD
ELEVATION = 5.598' (NGVD 1929)
ELEVATION = 4.013' (NAVD 1988)

POTENTIAL ENCROACHMENTS:

1. RETAINING WALL CROSSES OVER THE EASTERLY PROPERTY LINE.

LEGAL DESCRIPTION:

LOT 37, BLOCK 1, OF "LAUDERDALE SURF & YACHT ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, AT PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGEND & ABBREVIATIONS:

A	= ARC	D.E.	= DRAINAGE EASEMENT	P.C.	= POINT OF CURVATURE
A/C	= AIR CONDITIONER	ELEV.	= ELEVATION	P.E.	= POOL EQUIPMENT
A.E.	= ANCHOR EASEMENT	E.S.	= ELECTRIC SERVICE	P.I.	= POINT OF INTERSECTION
B.M.	= BENCHMARK	F.P. & L.	= FLORIDA POWER & LIGHT	P.R.C.	= POINT OF REVERSE CURVE
B.C.R.	= BROWARD COUNTY RECORDS	L.B.	= LICENSED BUSINESS	P.O.B.	= POINT OF BEGINNING
C.B.S.	= CONCRETE BLOCK STRUCTURE	L.P.	= LIGHT POLE	P.O.C.	= POINT OF COMMENCEMENT
CHATT.	= CHATTAHOOCHEE	M.H.	= MANHOLE	P.P.	= POWER POLE
C.O.	= CLEANOUT	(M)	= MEASURED	R	= RADIUS
CONC.	= CONCRETE	NAVD	= NORTH AMERICAN VERTICAL DATUM	R/W	= RIGHT-OF-WAY
C.L.F.	= CHAIN LINK FENCE	NGVD	= NATIONAL GEODETIC VERTICAL DATUM	T	= TANGENT
C.L.P.	= CONCRETE LIGHT POLE	NO.	= NUMBER	(TYP.)	= TYPICAL
(C)	= CALCULATED	O.H.	= OVERHANG	U.E.	= UTILITY EASEMENT
C.B.	= CHORD BEARING	O.R.B.	= OFFICIAL RECORDS BOOK	W.F.	= WOOD FENCE
C.R.	= CABLE RISER	O/S	= OFFSET	W.M.	= WATER METER
(D)	= DEED	(P)	= PLAT	Δ	= DELTA OR CENTRAL ANGLE
D.B.	= DEED BOOK	P.B.C.R.	= PALM BEACH COUNTY RECORDS	$\frac{C}{2}$	= CENTERLINE
M-D.C.R.	= MIAMI-DADE COUNTY RECORDS	P.B.	= PLAT BOOK	$\frac{E}{2}$	= ELEVATION

GENERAL NOTES:

1. TYPE OF SURVEY: BOUNDARY
2. IF THIS SURVEY HAS BEEN REVISED AS INDICATED IN THE REVISION BOX SHOWN HEREON, THEN ANY AND ALL PREVIOUS VERSIONS OF THIS SURVEY PREPARED BY PINNELL SURVEY, INC. ARE NULL & VOID.
3. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD BY PINNELL SURVEY, INC. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY, FOR WHICH THE SUBJECT PROPERTY IS LOCATED IN.
4. UNLESS OTHERWISE NOTED, FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS.
5. ELEVATIONS SHOWN HEREON (IF ANY) ARE RELATIVE TO NAVD 1988, UNLESS OTHERWISE NOTED.
6. UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED.
7. FENCE AND WALL OWNERSHIP IS NOT DETERMINED.
8. THIS DRAWING IS THE PROPERTY OF PINNELL SURVEY, INC. AND SHALL NOT BE USED OR REPRODUCED, WHOLE OR IN PART WITHOUT WRITTEN PERMISSION & AUTHORIZATION FROM PINNELL SURVEY, INC.
9. ALL EASEMENTS SHOWN ON THE ATTACHED DRAWING ARE PER THE RECORD PLAT (UNLESS OTHERWISE NOTED).
10. REFERENCE BENCHMARK ELEVATION DATUM WAS CONVERTED FROM NGVD 1929 TO NAVD 1988 USING CORPSCON 6.0.1.

CERTIFICATION:

THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE SET OR FOUND MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE UNDER RULE 53-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, UNLESS IT IS ELECTRONICALLY SIGNED AND SEALED.


5/1/25

JASON H. PINNELL
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5734, STATE OF FLORIDA

FINAL SURVEY (25-0710)	04/22/25	K.M.
UPDATE SURVEY & ELEVATIONS (25-0295)	02/18/25	K.M.
POOL SPOT SURVEY (23-1358)	08/18/23	S.A.
SPOT SURVEY (22-2245)	11/09/22	S.A.
FORM BOARD SURVEY (22-2179)	10/29/22	J.P.
UPDATE SURVEY & ADD SITE ELEVATIONS (21-1050)	05/18/21	K.M.
REVISIONS	DATE	CHK'D BY

SKETCH NO.: 07-2807

DATE OF SURVEY: 11/16/07

CHECKED BY: S.A.

FIELD BOOK/PAGE: 289/74, FILE

SIDE 1 OF 2

C2: R=80.00'(P) 70.25'(C)
 $\Delta=34^{\circ}42'29''$ (C)
 A=48.46'(P) 42.56'(C)



SCALE: 1" = 20'	SKETCH NO.: 07-2807
DRAWN BY: K.W.	SIDE 2 OF 2

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

EXHIBIT 1

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION	FOR INSURANCE COMPANY USE
A1. Building Owner's Name: <u>ROSA AND SCOTT PHILLIPS</u>	Policy Number: _____
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: <u>228 IMPERIAL LANE</u>	Company NAIC Number: _____
City: <u>LAUDERDALE BY THE SEA</u> State: <u>FL</u> ZIP Code: <u>33308</u>	
A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: <u>LOT 37, BLOCK 1, PLAT BOOK 22, PAGE 46, B.C.R. (ID# 4943 18 04 0390)</u>	
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): <u>RESIDENTIAL</u>	
A5. Latitude/Longitude: Lat. <u>26.183821°</u> Long. <u>-80.098823°</u> Horiz. Datum: ☐ NAD 1927 ☐ NAD 1983 ☒ WGS 84	
A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).	
A7. Building Diagram Number: <u>1A</u>	
A8. For a building with a crawlspace or enclosure(s): a) Square footage of crawlspace or enclosure(s): <u>N/A</u> sq. ft. b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ☒ N/A c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>N/A</u> Engineered flood openings: <u>N/A</u> d) Total net open area of non-engineered flood openings in A8.c: <u>N/A</u> sq. in. e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): <u>N/A</u> sq. ft. f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): <u>N/A</u> sq. ft.	
A9. For a building with an attached garage: a) Square footage of attached garage: <u>590</u> sq. ft. b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☒ No ☐ N/A c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>0</u> Engineered flood openings: <u>2</u> d) Total net open area of non-engineered flood openings in A9.c: <u>0</u> sq. in. e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): <u>400</u> sq. ft. f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): <u>0</u> sq. ft.	
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION	
B1.a. NFIP Community Name: <u>LAUDERDALE BY THE SEA</u>	B1.b. NFIP Community Identification Number: <u>125123</u>
B2. County Name: <u>BROWARD</u>	B3. State: <u>FL</u> B4. Map/Panel No.: <u>12011C0386</u> B5. Suffix: <u>J</u>
B6. FIRM Index Date: <u>07/31/2024</u>	B7. FIRM Panel Effective/Revised Date: <u>07/31/2024</u>
B8. Flood Zone(s): <u>X / X(0.2%)</u>	B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): <u>N/A</u>
B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9: ☐ FIS ☒ FIRM ☐ Community Determined ☐ Other: _____	
B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____	
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No Designation Date: <u>N/A</u> ☐ CBRS ☐ OPA	
B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☐ Yes ☒ No	

ELEVATION CERTIFICATE**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 228 IMPERIAL LANE	FOR INSURANCE COMPANY USE
City: LAUDERDALE BY THE SEA State: FL ZIP Code: 33308	Policy Number: _____
	Company NAIC Number: _____

**SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED)
FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)**

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 228 IMPERIAL LANE City: LAUDERDALE BY THE SEA State: FL ZIP Code: 33308	FOR INSURANCE COMPANY USE Policy Number: _____ Company NAIC Number: _____
SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)	
The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). <i>Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.</i> H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG): a) For Building Diagrams 1A, 1B, 3, and 5–8. Top of bottom _____ ☐ feet ☐ meters ☐ above the LAG floor (include above-grade floors only for buildings with crawlspaces or enclosure floors) is: b) For Building Diagrams 2A, 2B, 4, and 6–9. Top of next _____ ☐ feet ☐ meters ☐ above the LAG higher floor (i.e., the floor above basement, crawlspace, or enclosure floor) is: H2. Is all Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram? ☐ Yes ☐ No	
SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION	
The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. <i>The statements in Sections A, B, and H are correct to the best of my knowledge. Note: If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.</i> ☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area. Property Owner or Owner's Authorized Representative Name: _____ Address: _____ City: _____ State: _____ ZIP Code: _____ Telephone: _____ Ext.: _____ Email: _____ Signature: _____ Date: _____ Comments:	

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11
BUILDING PHOTOGRAPHS

EXHIBIT 1

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
228 IMPERIAL LANE

City: LAUDERDALE BY THE SEA State: FL ZIP Code: 33308

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo One

Photo One Caption: FRONT VIEW

04/22/25

Clear Photo One



Photo Two

Photo Two Caption: RIGHT SIDE VIEW

04/22/25

Clear Photo Two

ELEVATION CERTIFICATE**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11****BUILDING PHOTOGRAPHS**

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
228 IMPERIAL LANECity: LAUDERDALE BY THE SEA State: FL ZIP Code: 33308**FOR INSURANCE COMPANY USE**

Policy Number: _____

Company NAIC Number: _____

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo Three

Photo Three Caption: LEFT SIDE VIEW

04/22/25

Clear Photo Three



Photo Four

Photo Four Caption: REAR VIEW

04/22/25

Clear Photo Four

MAY 1ST, 2025

Pinnell Survey, Inc.
5300 W. Hillsboro Blvd., Suite 215-A
Coconut Creek, FL 33073
Ph: 954-418-4940
order@sfland.net

Property Address: 228 IMPERIAL LANE LAUDERDALE BY THE SEA, FLORIDA 33308
RE: Extra Photos for Elevation Certificate



2 SMART VENTS MODEL 1540-510 =

200 SQ. FT. OF COVERAGE PER VENT
TOTAL NET AREA = **400 SQ. FT. OF
COVERAGE**



Most Widely Accepted and Trusted

ICC-ES Evaluation Report

ESR-2074

ICC-ES | (800) 423-6587 | (562) 699-0543 | www.icc-es.org

Reissued 02/2025

This report is subject to renewal 02/2027.

DIVISION: 08 00 00—OPENINGS

SECTION: 08 95 43—VENTS/FOUNDATION FLOOD VENTS

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

**SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520;
#1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526**



*"2014 Recipient of Prestigious Western States Seismic Policy Council
(WSSPC) Award in Excellence"*



ICC-ES Evaluation Reports are not to be construed as representing aesthetics or any other attributes not specifically addressed, nor are they to be construed as an endorsement of the subject of the report or a recommendation for its use. There is no warranty by ICC Evaluation Service, LLC, express or implied, as to any finding or other matter in this report, or as to any product covered by the report.



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ICC-ES Evaluation Report

ESR-2074

Reissued February 2025

This report also contains:

- CA Supplement

Subject to renewal February 2027

- FL Supplement

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DIVISION: 08 00 00— OPENINGS Section: 08 95 43— Vents/Foundation Flood Vents	REPORT HOLDER: SMART VENT PRODUCTS, INC.	EVALUATION SUBJECT: SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540- 520; #1540-521; #1540- 510; #1540-511; #1540- 570; #1540-574; #1540- 524; #1540-514 FLOOD VENT SEALING KIT #1540-526	
--	--	--	---

1.0 EVALUATION SCOPE

Compliance with the following codes:

- 2024, 2021, 2018, 2015, 2012, 2009 and 2006 International Building Code® (IBC)
- 2024, 2021, 2018, 2015, 2012, 2009 and 2006 International Residential Code® (IRC)
- 2024, 2021 and 2018 International Energy Conservation Code® (IECC)
- 2013 Abu Dhabi International Building Code (ADIBC)[†]

[†]The ADIBC is based on the 2009 IBC. 2009 IBC code sections referenced in this report are the same sections in the ADIBC.

Properties evaluated:

- Physical operation
- Water flow

2.0 USES

The Smart Vent® units are engineered mechanically operated flood vents (FVs) employed to equalize hydrostatic pressure on walls of enclosures subject to rising or falling flood waters. Certain models also allow natural ventilation.

3.0 DESCRIPTION

3.1 General:

When subjected to rising water, the Smart Vent® FVs internal floats are activated, then pivot open to allow flow in either direction to equalize water level and hydrostatic pressure from one side of the foundation to the other. The FV pivoting door is normally held in the closed position by a buoyant release device. When subjected to rising water, the buoyant release device causes the unit to unlatch, allowing the door to rotate out of the way and allow flow. The water level stabilizes, equalizing the lateral forces. Each unit is fabricated from stainless steel. Smart Vent® Automatic Foundation Flood Vents are available in various models and sizes as described in **Table 1**. The SmartVENT® Stacking Model #1540-511 and FloodVENT® Stacking Model #1540-521 units each contain two vertically arranged openings per unit.

3.2 Engineered Opening:

The FVs comply with the design principle noted in Section 2.7.2.2 and Section 2.7.3 of ASCE/SEI 24-14 [Section 2.6.2.2 of ASCE/SEI 24-05 (2012, 2009, 2006 IBC and IRC)] for a maximum rate of rise and fall of 5.0 feet per hour (0.423 mm/s). In order to comply with the engineered opening requirement of ASCE/SEI 24, Smart Vent FVs must be installed in accordance with Section 4.0.

3.3 Ventilation:

The SmartVENT® Model #1540-510 and SmartVENT® Overhead Door Model #1540-514 both have screen covers with 1/4-inch-by-1/4-inch (6.35 by 6.35 mm) openings, yielding 51 square inches (32 903 mm²) of net free area to supply natural ventilation. The SmartVENT® Stacking Model #1540-511 consists of two Model #1540-510 units in one assembly, and provides 102 square inches (65 806 mm²) of net free area to supply natural ventilation. Other FVs described in this report do not offer natural ventilation.

3.4 Flood Vent Sealing Kit:

The Flood Vent Sealing Kit Model #1540-526 is used with SmartVENT® Model #1540-520. It is a Homasote 440 Sound Barrier® (ESR-1374) insert with 21 – 2-inch-by-2-inch (51 mm x 51 mm) squares cut in it. See Figure 4.

4.0 DESIGN AND INSTALLATION**4.1 SmartVENT® and FloodVENT®:**

SmartVENT® and FloodVENT® are designed to be installed into walls or overhead doors of existing or new construction from the exterior side. Installation of the vents must be in accordance with the manufacturer's instructions, the applicable code, and this report. Installation clips allow mounting in masonry and concrete walls of any thickness. In order to comply with the engineered opening design principle noted in Section 2.7.2.2 and 2.7.3 of ASCE/SEI 24-14 [Section 2.6.2.2 of ASCE/SEI 24-05 (2012, 2009, 2006 IBC and IRC)], the Smart Vent® FVs must be installed as follows:

- With a minimum of two openings on different sides of each enclosed area.
- With a minimum of one FV for every 200 square feet (18.6 m²) of enclosed area, except that the SmartVENT® Stacking Model #1540-511 and FloodVENT® Stacking Model #1540-521 must be installed with a minimum of one FV for every 400 square feet (37.2 m²) of enclosed area.
- Below the base flood elevation.
- With the bottom of the FV located a maximum of 12 inches (305.4 mm) above the higher of the final grade or floor and finished exterior grade immediately under each opening.

4.2 Flood Vent Sealing Kit

The Flood Vent Sealing Kit Model 1540-526 is used in conjunction with FloodVENT® Model #1540-520. When installed and tested in accordance with ASTM E283, the FV and Flood Vent Sealing Kit assembly have an air leakage rate of less than 0.2 cubic feet per minute per lineal foot (18.56 l/min per lineal meter) at a pressure differential of 1 pound per square foot (50 Pa) based on 12.58 lineal feet (3.8 lineal meters) contained by the Flood Vent Sealing Kit.

5.0 CONDITIONS OF USE:

The Smart Vent® FVs described in this report comply with, or are suitable alternatives to what is specified in, those codes listed in Section 1.0 of this report, subject to the following conditions:

- 5.1 The Smart Vent® FVs must be installed in accordance with this report, the applicable code and the manufacturer's installation instructions. In the event of a conflict, the instructions in this report govern.
- 5.2 The Smart Vent® FVs must not be used in the place of "breakaway walls" in coastal high hazard areas, but are permitted for use in conjunction with breakaway walls in other areas.

6.0 EVIDENCE SUBMITTED

- 6.1 Data in accordance with the ICC-ES Acceptance Criteria for Mechanically Operated Flood Vents (AC364), dated August 2015 (editorially revised February 2024).
- 6.2 Test report on air infiltration in accordance with ASTM E283.

7.0 IDENTIFICATION

- 7.1 The ICC-ES mark of conformity, electronic labeling, or the evaluation report number (ICC-ES ESR-2074) along with the name, registered trademark, or registered logo of the report holder must be included in the product label.
- 7.2 The Smart VENT® models and the Flood Vent Sealing Kit described in this report must be identified by a label bearing the manufacturer's name (Smartvent Products, Inc.), the model number, and the evaluation report number (ESR-2074).
- 7.3 The report holder's contact information is the following:

SMART VENT PRODUCTS, INC.
19 MANTUA ROAD
MOUNT ROYAL, NEW JERSEY 08061
(877) 441-8368
www.smartvent.com
info@smartvent.com

TABLE 1—MODEL SIZES

MODEL NAME	MODEL NUMBER	MODEL SIZE (in.)	COVERAGE ¹ (ft ²)
FloodVENT®	1540-520	15 ³ / ₄ " X 7 ³ / ₄ "	200
SmartVENT®	1540-510	15 ³ / ₄ " X 7 ³ / ₄ "	200
FloodVENT® Overhead Door	1540-524	15 ³ / ₄ " X 7 ³ / ₄ "	200
SmartVENT® Overhead Door	1540-514	15 ³ / ₄ " X 7 ³ / ₄ "	200
Wood Wall FloodVENT®	1540-570	14" X 8 ³ / ₄ "	200
Wood Wall FloodVENT® Overhead Door	1540-574	14" X 8 ³ / ₄ "	200
SmartVENT® Stacker	1540-511	16" X 16"	400
FloodVent® Stacker	1540-521	16" X 16"	400

For SI: 1 inch = 25.4 mm; 1 square foot = m²

¹The coverage area in square feet for each model is equivalent to the performance of the same number of square inches of non-engineered openings.

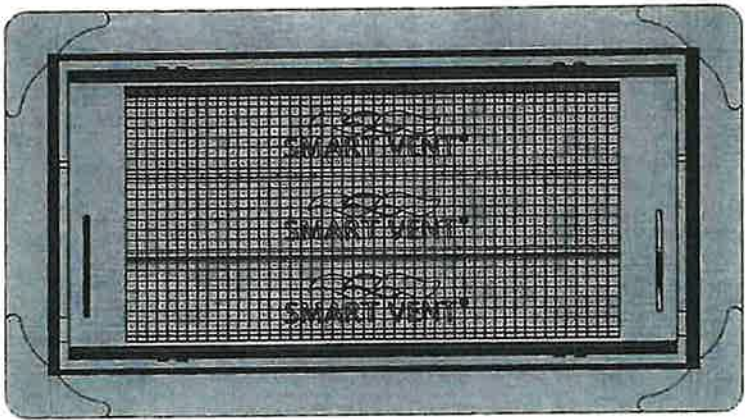


FIGURE 1—SMART VENT: MODEL 1540-510

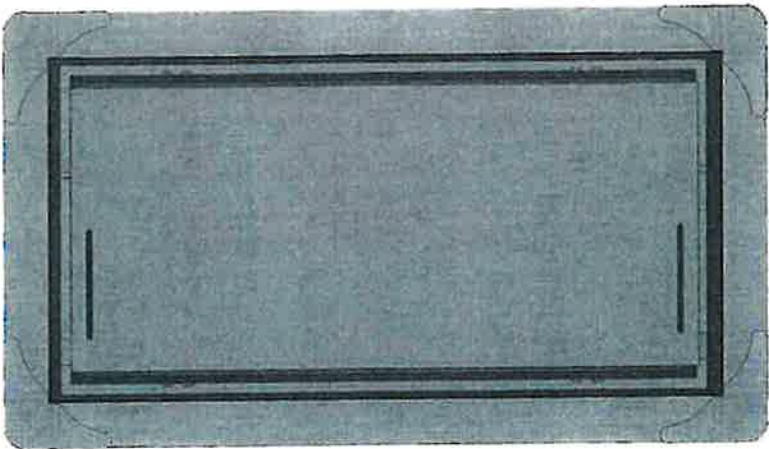


FIGURE 2—SMART VENT MODEL 1540-520

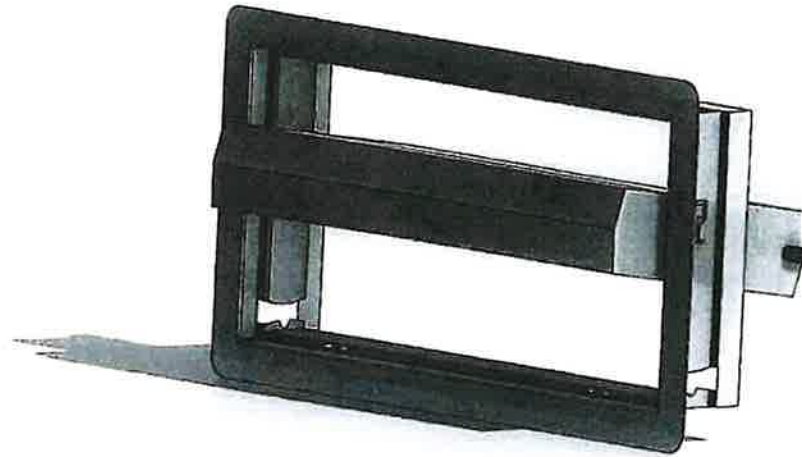


FIGURE 3—SMART VENT: SHOWN WITH FLOOD DOOR PIVOTED OPEN

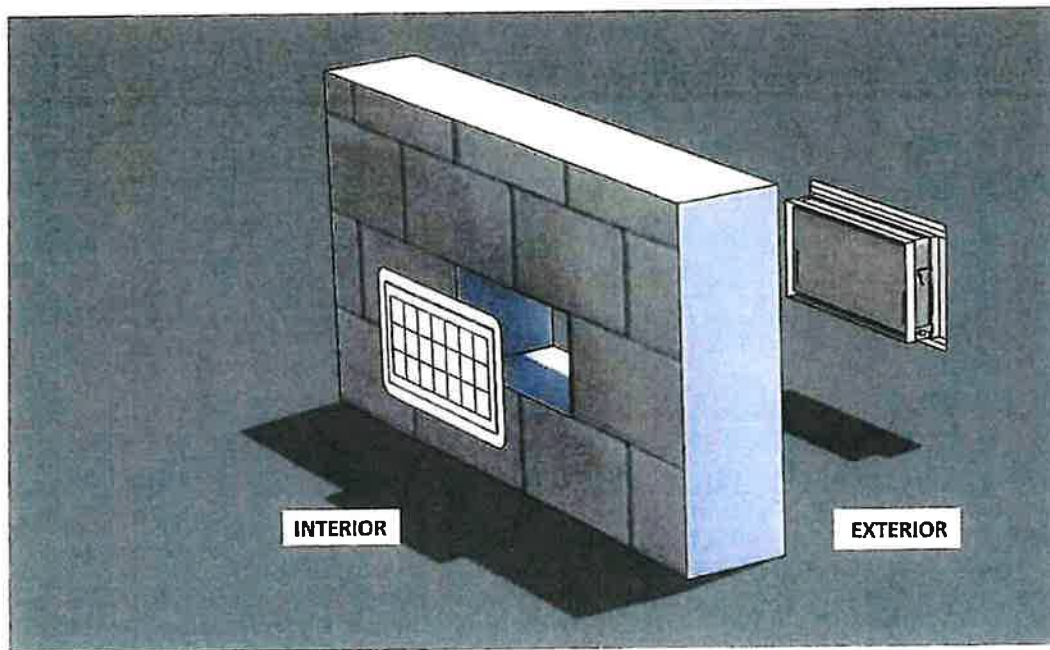


FIGURE 4—FLOOD VENT SEALING KIT



ICC-ES Evaluation Report

ESR-2074 CA Supplement

Reissued February 2025

This report is subject to renewal February 2027.

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A Subsidiary of the International Code Council®

DIVISION: 08 00 00—OPENINGS

Section: 08 95 43—Vents/Foundation Flood Vents

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that Smart Vent® Automatic Foundation Flood Vents, described in ICC-ES evaluation report ESR-2074, have also been evaluated for compliance with codes noted below.

Applicable code editions:

- 2022 California Building Code (CBC)

For evaluation of applicable chapters adopted by the California Office of Statewide Health Planning and Development (OSHPD) AKA: California Department of Health Care Access and Information (HCAI) and the Division of State Architect (DSA), see Sections 2.1.1 and 2.1.2 below.

- 2022 California Residential Code (CRC)

2.0 CONCLUSIONS

2.1 CBC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with CBC Chapter 12, provided the design and installation are in accordance with the 2021 *International Building Code*® (IBC) provisions noted in the evaluation report and the additional requirements of CBC Chapters 12 and 16, as applicable.

2.1.1 OSHPD:

The applicable OSHPD Sections and Chapters of the CBC are beyond the scope of this supplement.

2.1.2 DSA:

The applicable DSA Sections and Chapters of the CBC are beyond the scope of this supplement.

2.2 CRC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with the CRC, provided the design and installation are in accordance with the 2021 *International Residential Code*® (IRC) provisions noted in the evaluation report.

This supplement expires concurrently with the evaluation report, reissued February 2025.

ICC-ES Evaluation Reports are not to be construed as representing aesthetics or any other attributes not specifically addressed, nor are they to be construed as an endorsement of the subject of the report or a recommendation for its use. There is no warranty by ICC Evaluation Service, LLC, express or implied, as to any finding or other matter in this report, or as to any product covered by the report.

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ICC-ES Evaluation Report

ESR-2074 FL Supplement

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A Subsidiary of the International Code Council®

DIVISION: 08 00 00—OPENINGS

Section: 08 95 43—Vents/Foundation Flood Vents

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that Smart Vent® Automatic Foundation Flood Vents, described in ICC-ES evaluation report ESR-2074, have also been evaluated for compliance with the codes noted below.

Applicable code editions:

- 2023 Florida Building Code—Building
- 2023 Florida Building Code—Residential

2.0 CONCLUSIONS

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with the *Florida Building Code—Building* and the *Florida Building Code—Residential*, provided the design requirements must be determined in accordance with the *Florida Building Code—Building* or the *Florida Building Code—Residential*, as applicable. The installation requirements noted in ICC-ES evaluation report ESR-2074 for 2021 *International Building Code*® meet the requirements of the *Florida Building Code—Building* or the *Florida Building Code—Residential*, as applicable.

Use of the Smart Vent® Automatic Foundation Flood Vents has also been found to be in compliance with the High-Velocity Hurricane Zone provisions of the *Florida Building Code—Building* and the *Florida Building Code—Residential*.

For products falling under Florida Rule 61G20-3, verification that the report holder's quality assurance program is audited by a quality assurance entity approved by the Florida Building Commission for the type of inspections being conducted is the responsibility of an approved validation entity (or the code official when the report holder does not possess an approval by the Commission).

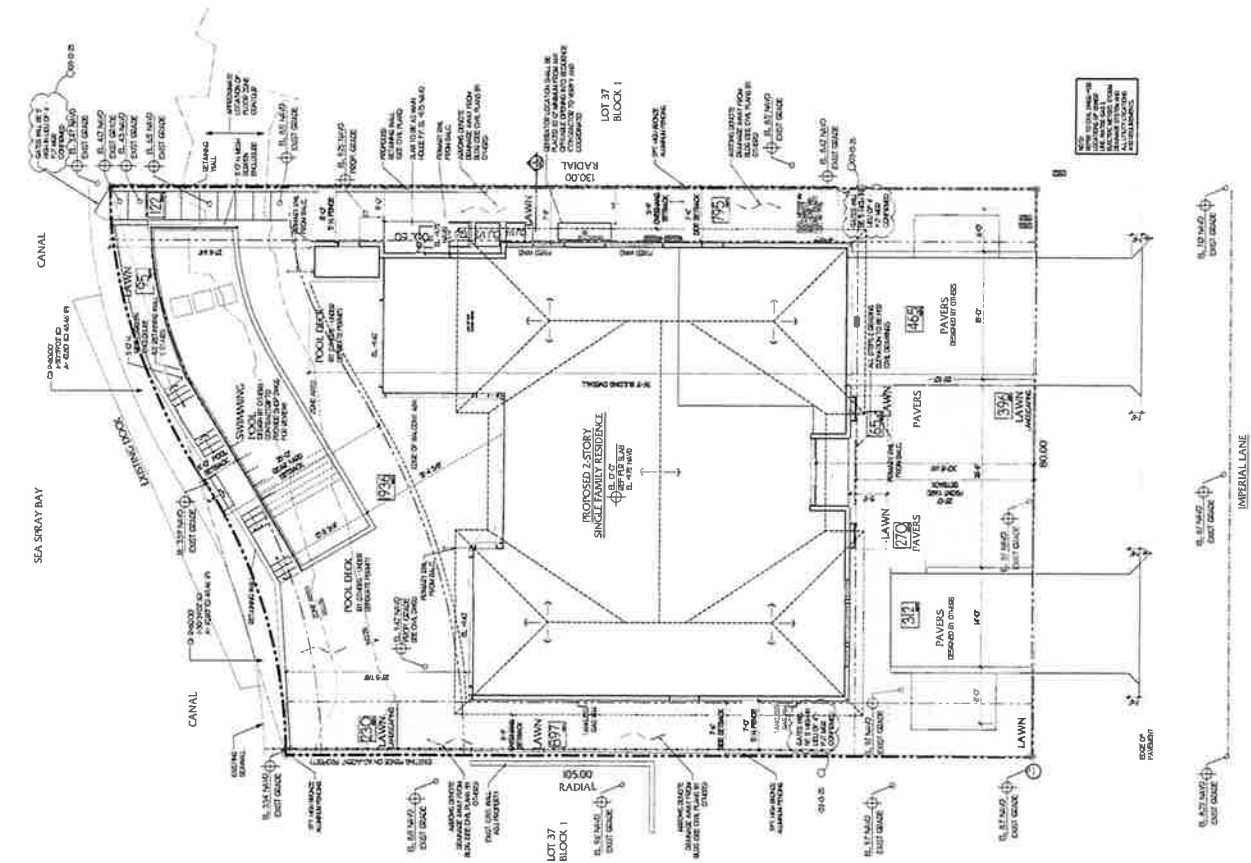
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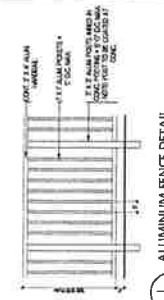
VICINITY MAP



ALUMINUM GATE DETAIL



ALUMINUM FENCE DETAIL



GRADE DETERMINATION

GRADE - 0.75' NAVD
BASED ON SECTION 2.1 (B) - CITY ADOPTED GRADE AS BEING
MEASURED EIGHTEEN INCHES ABOVE THE CROWN OF ROAD.

LOT AREA CALCULATION

LOT	AREA	PERCENT
LOT 37	1,000.00 SQ. FT.	100.00%
LOT 38	1,000.00 SQ. FT.	100.00%
LOT 39	1,000.00 SQ. FT.	100.00%
LOT 40	1,000.00 SQ. FT.	100.00%

SITE NOTES

- SEE ATTACHED SURVEY FOR LEGAL DESCRIPTION
- VERIFY PROPERTY LINE DIMENSIONS WITH SURVEY
- VERIFY ALL DIMENSIONS AND PLANS FOR ANY ADDITIONAL INFORMATION REGARDING PROPOSED CONSTRUCTION
- VERIFY ALL DIMENSIONS AND PLANS FOR ANY OTHER SITE DESIGN AND ANY OTHER SITE DAMAGE BY CIVIL ENGINEER

SITE PLAN

1/8" = 1'-0"

Project Number:
21011

Phillips Residence
228 Imperial Lane,
Lauderdale by the Sea, FL 33308

AFFINITY
ARCHITECTS
561750.0445 AFFINITYARCHITECTS.COM
6100 Broken Sound Pkwy, NW - Suite B - Boca Raton FL - 33487

Revisions
Rev. Comments - 03/17/22
Rev. Comments - 04/26/22
Rev. Comments - 06/11/23
Rev. Comments - 08/11/23
Rev. Comments - 11/02/23
Rev. Comments - 04/19/24
Client Request - 11/15/24
Rev. Comments - 03/19/25

Date: 02/12/2025
Drawn: C3 PM JC
Check: C3 PM JC
Scale: 1/8" = 1'-0"

Digitally signed by Affinity Architects
The cross check mark, or Affinity
mark, indicates that the document has been
checked and is valid.
C3 PM JC
1/8" = 1'-0"

A1

APPLICATION NUMBER:**APPLICANT NARRATIVE****ADDRESS: 228 Imperial Lane, Lauderdale by the Sea****REQUEST: Administrative Variance for Generator encroaching 12" into side yard****EXPLANATION: Due to generator size and manufacturer specifications and fire safety code the generator encroaches 12" into the side yard when complying with these specifications.****Criteria and Analysis**

Section 30-128 of the Town Code states that an encroachment into the required setbacks shall be approved if the requested relief is within the limits specified in the Administrative Adjustments Thresholds Table and the decision maker finds that there is competent substantial evidence in the record that all of the following standards are met:

- a. The Administrative Adjustment does not result in an increase in allowable density;

Applicant response: no it does not

- b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;

Applicant response: no it does not

- c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;

Applicant response: no it does not

- d. The Administrative Adjustment furthers a minimum of one of the following conditions:

- i. Required to compensate for some unusual aspect of the development site or the proposed development; or

Applicant Response: manufacturer requirements for spacing for safe operation and servicing in case of emergency and complying with the towns fire safety requirements on spacing next to the home.

APPLICATION NUMBER:

- ii. Supports an objective from the purpose statements of the zoning district where located; or

Applicant Response: **Provides backup power services to residence in case of emergency**

- iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
- iv. Supports Mid-Century Modern Architecture; or
- v. Utilized to create a view corridor or other benefit to the Community; or
- vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
- vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or
- viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.

Applicant response: **VI and VIII – this is my understanding but not 100% clear as we have a detached item required to meet the legal fire safety requirements and manufacturer requirements**

- e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,

Applicant response: **correct – poses no danger to the public and does not affect any adjacent lands – none of the above**

- f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.

Applicant response: **I believe this would be a yes answer – does not compromise or make the home incompatible or out of character with this adjustment.**

APPLICATION NUMBER:

- g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.

Applicant response: **there are no adverse impacts at all with this adjustment**

- h. The Administrative Adjustment is consistent with the comprehensive plan.

Applicant response: **This administrative adjustment is consistent with the approved generator installation plan and manufacturer specifications and life safety operational requirements.**

Sec. 30-139. Notice of Public Hearings.

- (a) *Generally.* When an application for development approval is subject to a public hearing, the DSD shall ensure that the necessary public hearing is scheduled for the decision-making body reviewing the application and that proper notice of the public hearing is provided, as set forth herein. All notices for public hearings shall include the following information:
- (1) Applicant's name;
 - (2) The date, time, and place of the public hearing;
 - (3) A description of the property involved by street address or by legal description, and area of the subject property. A map may be substituted for the legal description or as required by State law;
 - (4) The nature, scope and purpose of the proposal being noticed;
 - (5) The Town departments where the public may inspect the application, staff report and related materials during normal business hours;
 - (6) A statement that affected parties may appear at the public hearing, be heard and submit evidence with respect to the application; and
 - (7) Other information as may be required by law.
- (b) *Mailed notice.*
- (1) Where mailed notice is required, pursuant to Table XXX, it shall be provided to all property owners within a 300 foot radius of the subject property, and shall include the subject property owner(s) and Town Development Services Department.
 - (2) Distances for purposes of mailed notice requirements shall be measured from the perimeter of the property subject to development approval, except that where the owner of the subject property owns contiguous property, the distance shall be measured from the perimeter of the boundary of the contiguous property.
 - (3) Property owners shall be determined by the ad valorem tax records of Broward County.
 - (4) The DSD shall prepare the written notice and provide said notice to the Town Clerk who shall be responsible for mailing the notices, with the exception of public participation meetings which shall be the responsibility of the applicant as set forth in section 30-114 of this Code.
 - (5) Mailed notice shall be deemed given when a notice has been properly addressed, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service.
 - (6) Notice by mailing is a courtesy only and no action taken by the Town shall be voided by the failure of any individual property owner to receive such notice.
- (c) *Published notice.* When the provisions of this chapter require published notice, the DSD shall provide that the notice be:
- (1) Published in the non-legal section of the local newspaper of general circulation that has been selected by the Town and in accordance with applicable Florida Statutes.
 - (2) Follow the timelines and ad type established in Table XXX in this article.
 - (3) For the purposes of this section and Table XXX:
 - a. "Display ad" shall be no less than two columns wide by ten inches long and the headline of the required notice shall be in a type no smaller than 18 point font size. If the ad is for a zoning map amendment, it shall also include a map pursuant to Florida Statutes 166.041(3)(c)2.

- b. "Standard ad" shall be in the legal ad section of the classified ads of the newspaper and shall be in a type no smaller than 5 point font size.
- (d) *Posted notice.* When the provisions of this chapter require that notice be posted on the property subject to the application, the DSD shall provide the required sign to the applicant who will be responsible for posting the property, as set forth below:
 - (1) Signs shall be placed on the property that is the subject of the application in accordance with timelines prescribed in Table XXX in this article prior to a required or requested hearing.
 - (2) If the subject property fronts on more than one right-of-way, then a sign shall be posted facing each right-of-way.
 - (3) Signs shall be placed no more than five feet from the street or if there is a sidewalk, no more than two feet beyond the property side edge of the sidewalk, so that the lettering is visible from the street.
 - (4) If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign from the Town and posting the new sign on the property.
 - (5) The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, or requirement for review or hearing by another body. The sign information shall be updated to include any additional public hearings or public hearing deferrals consistent with Table XXX.
 - (6) No less than five days prior to the public hearing, the applicant shall execute and submit to the Department an affidavit of proof of the posting of the public notice sign in accordance with the provisions of this section. Updates as provided in (5) above shall also require such affidavit. If the applicant fails to submit the required affidavit, the DSD may postpone the application until the next public hearing after the affidavit has been supplied.
- (e) *Town Website Posting.* Notice of all development applications shall be provided on the Town's Website no later than ten days prior to any public hearing related to the application. Website Notice is a courtesy only and no action taken by the Town shall be voided by the failure of such notice to be posted.
- (f) *Re-noticing.* All costs of re-noticing the public hearing shall be borne by the party failing to comply with the applicable notice requirements, requesting the deferral or continuance, or whose actions are responsible for the deferral or continuance which may require re-noticing of the hearing. Continuances to a date certain, announced at the originally noticed meeting, shall not require re-notice of the new public hearing date. Continuances to unspecified dates, substantive changes to an application request during the period an application has been continued, or more than two continuances on the application, shall require re-noticing for the new public hearing date.
- (g) *Development applications requiring public hearing.* Public hearings on applications for development permit approvals other than rezoning, including, but not limited to administrative adjustments, appeals from administrative decisions, conditional uses, plats, site plans, vacations and variances shall be noticed as follows in accordance with Table XXX.
- (h) *Applicant bears burden of costs.* When the provisions of this chapter require that notice be provided, the costs of Town staff preparing the content of the notice and providing such notice shall be billed through cost recovery.
- (i) *Provisions of Florida Statutes to prevail.* Where provisions of the Florida Statutes conflict with provisions of this chapter, the Florida Statutes shall prevail except where this chapter contains supplementary requirements not in conflicting with the Florida Statutes.

Table XXX. Notice Requirements

Application type	Florida Statute reference	Public participation meeting	Board notice date (as applicable)	Commission notice date	Type of notice			
					Website	Posted	Mailed 300'	Published (ad type)
Administrative adjustments, appeals from administrative decisions, plats		n/a	10 days	10 days	X	X	X	n/a
Conditional uses for signs		10 days	n/a	10 days	X	X	X	n/a
A variance for a single family home		n/a	10 days	10 days	X	X	X	n/a
Conditional uses, site plans, Level 2 site plan modifications, variances		10 days	10 days	10 days	X	X	X	n/a
Right-of-way vacations		10 days	10 days	10 days	X			X (standard)
Architectural review, conditional use level 1 modification,		n/a			n/a	n/a	n/a	n/a

Created: 2025-05-08 10:44:48 [EST]

site plan level 1 modification								
Comprehensive plan—Text	163.3184	10 days	10 days	7 days— 1st public hrg and 5 days— 2nd public hrg	X			X (display)
Comprehensive plan—Map	163.3184	10 days	10 days	7 days— 1st public hrg and 5 days— 2nd public hrg	X	X	X	X (display)
Land Development Code—Text amendments changes to actual list of permitted, conditional, or prohibited uses within a zoning category	166.041(3)(c) 2	n/a	10 days	7 days— 1st public hrg and 5 days— 2nd public hrg	X			X (display)
Land Development	166.041	n/a	10 days	10 days	X			X (standard)

Code—All other text amendments								
Zoning map change (chapter 30)—Town (less than 10 contiguous acres)	166.041(3)(c) 1	10 days	10 days	30 days	X		X	X (standard)
Zoning map change (chapter 30)—Town (10 or more contiguous acres)	166.041(3)(c)2	10 days	10 days	7 days— 1st public hrg 5 days— 2nd public hrg	X	X	X*	X* (display, with map)
Zoning map change (chapter 30)—Owner	166.041(3)(a)	10 days	10 days	10 days	X	X	X	X (standard)

(Ord. No. 2014-08, § 3, 7-7-2014; Ord. No. 2022-05, § 3, 8-24-2022)

Subdivision D. RS-5 District Regulations

Sec. 30-212. RS-5 district—South residential single-family dwellings.

- (a) *Permitted uses.* No building or premises shall be used, and no building with its usual accessories shall be erected or altered other than a building or premises used exclusively for a single-family dwelling.
 - (1) Construction on lots of 80 feet or less in width shall be limited to one building to a lot.
 - (2) Vacation rental is a permitted accessory use if a vacation rental certificate is first obtained pursuant to section 30-327.
- (b) *Height.* No building shall be erected or altered exceeding two stories, which shall not be higher than 33 feet above normal grade level. As provided in section 7.1(1) of the Charter, in accordance with the Florida Building Code, bulkheads and penthouses used solely to enclose stairways, tanks, elevator machinery or shafts or ventilation or air conditioning apparatus shall not be included in determining building height. All other roof structures, including parapet walls, shall not exceed four feet in height above the maximum allowed building height.
- (c) *Residence setbacks.*
 - (1) *Front setback.* No residence shall have a front setback of less than 25 feet or more than 35 feet from the front lot line.
 - (2) *Side setback.* Except as provided in subsection (c)(4) below, no residence or any part thereof shall be erected on any lot closer than seven and one-half feet to either side lot line.
 - (3) *Rear setback.* Except as provided in subsection (c)(4) below, no residence or any part thereof shall have a rear setback of less than ten feet for a single story and less than 12 feet for two stories.
 - (4) *Waterfront setback.*
 - a. No residence or any part thereof shall have a rear or side setback, abutting the Intracoastal or an inland waterway, of less than 25 feet from the lot line.
 - b. Any structure legally constructed between September 26, 2007, and October 13, 2015, shall be allowed to continue as a legal nonconformity subject to the nonconforming provisions of this Code.
 - (5) *Roof overhangs.* Front and rear roof overhangs, cornices, or eaves, may project or extend no more than 36 inches into a required setback except side roof overhangs may only extend within five feet from the property line.
 - (6) *Corner lot side setbacks.* Corner lot side setbacks abutting a street shall be 15 feet excepting all that area on the east side of West Tradewinds Avenue between South Tradewinds and North Tradewinds where the west exposure setback shall be 20 feet.
 - (7) *Roof construction.* Gravel roof construction shall be prohibited.
- (d) *Density.* Dwelling units constructed shall not exceed a net density of five dwelling units per acre.
- (e) *Minimum building size.* No building shall be erected on any lot, not a waterfront lot, which does not comprise at least 1,200 ground floor square feet of floor space, exclusive of utility rooms, porches, garages and/or carports; and no building shall be erected on any waterfront lot, the main structure of which does not comprise at least 1,300 ground floor square feet of floor space, exclusive of utility rooms, porches, garages, and/or carports.

(Ord. No. 316, § 1, 1-9-90; Ord. No. 357, § 1, 11-8-94; Ord. No. 2004-05, § 2, 5-11-04; Ord. No. 2005-16, § 2, 1-10-06; Ord. No. 2007-14, § 2(Exh. A), 9-25-07; Ord. No. 2009-10, § 4, 7-28-09; Ord. No. 2009-19, § 5, 5-26-09; Ord. No. 2009-30, § 4, 12-1-09; Ord. No. 2012-15, § 3, 10-9-2012; Ord. No. 2014-13, § 2, 10-28-2014; Ord. No. 2015-12, § 2, 10-13-2015; Ord. No. 2017-05, § 3, 4-25-2017; Ord. No. 2017-12, § 2(Exh. A), 11-14-2017; Ord. No. 2018-23, § 2, 6-12-2018)

Secs. 30-213—30-220. Reserved.

LAUDERDALE BY THE SEA

Plan Review Hold Sheet



Plan Reviewer: Susan Leven *SML*
 Date: February 2, 2024
 Plan Type: Revision (Generator)
 Property Address: 228 Imperial Lane
 Case #: 22-12317



Comments:

Em

1. Please show how the generator as proposed meets the highlighted requirements of Town Code section 30-313 (t)(2):

(2) *Permanent generators.*

a. *Permit required.* The property owner shall obtain a building permit from the Town for the installation of a permanent generator unit. The Town shall review all such permit applications to minimize the visual and acoustical impact on adjacent and neighboring properties.

b. *Permanent generators not exceeding 60 KW output.* One permanent generator with an output of not more than 60 KW shall be allowed in a required side or rear yard setback provided said generator meets the following conditions:

1. The generator is set back a minimum of five feet from the side or rear property line.
2. Prior to the final inspection of the permit, the Town shall test the generator under load to ensure it does not exceed 70 decibels as measured 25 feet in any direction from the generator.
3. The generator shall not, at any time or for any purpose, exceed 70 decibels when measured 25 feet in any direction from the generator.
4. The highest point on the generator shall not exceed a maximum of five feet above grade.
5. Screening.
 - (i) The generator shall be completely screened from the public right-of-way and adjacent properties.
 - (ii) Properties with solid opaque landscaping or a solid opaque fence or wall enclosure that acts to completely screen the generator consistent with the requirements of subsection 5.(i) above, will be considered sufficient to meet the screening requirement. Removal of the landscaping, fence or wall will require screening as required in subsection (iii) below.
 - (iii) Properties without solid opaque landscaping or a solid opaque fence or wall enclosure shall screen the generator from the public right-of-way and adjacent properties with landscape material, subject to approval by the Town, that:
 - i. Surrounds the generator on three sides;
 - ii. Is offset no greater than one foot from the permanent generator pad; and
 - iii. Stands a minimum of 18 inches at time of planting, installed with irrigation and shall be maintained at a height of at least four feet or the height of the generator itself, whichever is greater.
6. The permanent generator's exhaust shall be, as much as practically feasible, vented upwards and directed away from neighboring properties.
7. The permanent generator shall be utilized only during periods of power outages, periods of power reductions resulting from the exercise of utility load control programs or for periodic testing

and necessary maintenance operation and shall not be used to return power back to a power company.

8. The permanent generator may be operated for routine testing and maintenance purposes not more than one time in any seven-day period and no test shall exceed 30 minutes or occur before 8:00 a.m. or after 5:30 p.m. There shall be no testing on legal holidays or Sundays.

9. Generators are not permitted on the roof of a building in single-family and duplex zoning districts. In all other zoning districts, generators may be located on the roof if screened from the right-of-way, set back at least five feet from any roof edge that faces a private property line shared with a detached building and approved as a site plan amendment.

2. Will an underground storage tank be part of the generator installation?

LAUDERDALE • BY • THE • SEA

Plan Review Hold Sheet



Plan Reviewer: Susan Leven *SML*
 Date: April 18, 2024
 Plan Type: Revision (Generator)
 Property Address: 228 Imperial Lane
 Case #: 22-12317



Comments:

PLEASE NOTE: These are the same comments that were provided in February. None of these comments have been addressed. If you wish to discuss these comments, you can reach me at susanl@lbts-fl.gov, or 954-640-6221.

1. Please show how the generator as proposed meets the highlighted requirements of Town Code section 30-313 (t)(2):

(2) *Permanent generators.*

a. *Permit required.* The property owner shall obtain a building permit from the Town for the installation of a permanent generator unit. The Town shall review all such permit applications to minimize the visual and acoustical impact on adjacent and neighboring properties.

b. *Permanent generators not exceeding 60 KW output.* One permanent generator with an output of not more than 60 KW shall be allowed in a required side or rear yard setback provided said generator meets the following conditions:

1. The generator is set back a minimum of five feet from the side or rear property line.
2. Prior to the final inspection of the permit, the Town shall test the generator under load to ensure it does not exceed 70 decibels as measured 25 feet in any direction from the generator.
3. The generator shall not, at any time or for any purpose, exceed 70 decibels when measured 25 feet in any direction from the generator.

4. The highest point on the generator shall not exceed a maximum of five feet above grade.

5. Screening.

(i) The generator shall be completely screened from the public right-of-way and adjacent properties.

(ii) Properties with solid opaque landscaping or a solid opaque fence or wall enclosure that acts to completely screen the generator consistent with the requirements of subsection 5.(i) above, will be considered sufficient to meet the screening requirement. Removal of the landscaping, fence or wall will require screening as required in subsection (iii) below.

(iii) Properties without solid opaque landscaping or a solid opaque fence or wall enclosure shall screen the generator from the public right-of-way and adjacent properties with landscape material, subject to approval by the Town, that:

- i. Surrounds the generator on three sides;
- ii. Is offset no greater than one foot from the permanent generator pad; and

iii. Stands a minimum of 18 inches at time of planting, installed with irrigation and shall be maintained at a height of at least four feet or the height of the generator itself, whichever is greater.

6. The permanent generator's exhaust shall be, as much as practically feasible, vented upwards and directed away from neighboring properties.

7. The permanent generator shall be utilized only during periods of power outages, periods of power reductions resulting from the exercise of utility load control programs or for periodic testing and necessary maintenance operation and shall not be used to return power back to a power company.

8. The permanent generator may be operated for routine testing and maintenance purposes not more than one time in any seven-day period and no test shall exceed 30 minutes or occur before 8:00 a.m. or after 5:30 p.m. There shall be no testing on legal holidays or Sundays.

9. Generators are not permitted on the roof of a building in single-family and duplex zoning districts. In all other zoning districts, generators may be located on the roof if screened from the right-of-way, set back at least five feet from any roof edge that faces a private property line shared with a detached building and approved as a site plan amendment.

2. Will an underground storage tank be part of the generator installation?

Approved

EXHIBIT 4

RECEIVED

APR 05 2024

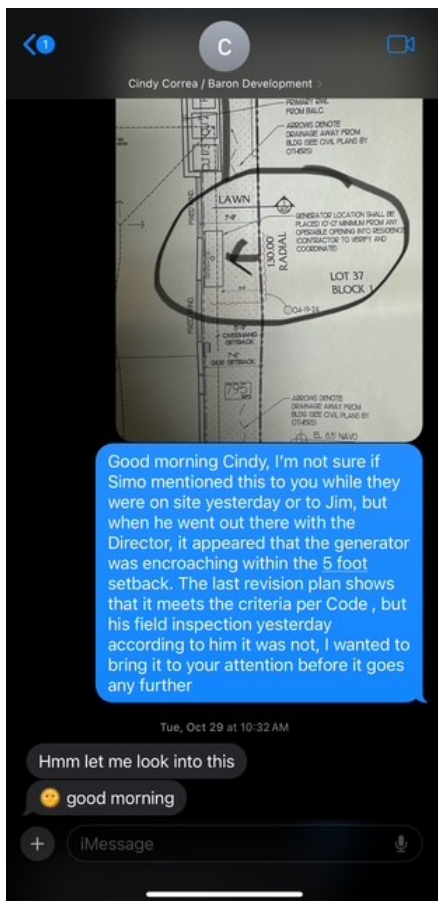
CORRECTION - FILE COPY
BUILDING DEPARTMENT

Generator (2nd Review)

	DATE	APPROVED
PLANNING		
ENGINEERING		
STRUCTURAL	4-11-24	G
ELECTRICAL	4-10-24	ESD
MECHANICAL		
PLUMBING	6/25/24	[Signature]
FIRE		
ZONING	6/21/24	(PL)
LOT		
BLOCK		
ADDRESS		
PERMIT No.	22-012317	

SETBACK, HEIGHT & SCREENING -
WILL BE VERIFIED
UPON ZONING
ROUGH INSPECTION

(PL)



**PERMIT PROJECT**

FILE #: 19-000523

228 IMPERIAL LANE LAUDERDALE BY THE SEA FL 33308

LAUDERDALE SURF & YACHT ESTATES 22-46 B LOT 37 BLK 1

No image found for
this file, click here to
upload an image.

**Parcel Alerts:**

LBS22-012317 -- RE-INSPECTION FEE
STRUCTURAL 6.11.25

Permit Alerts:

LBS22-012317 - RE-INSPECTION FEE
11.26.24

RE-INSPECTION FEE (FAILED, NO
ACCESS) 4.22.25

RE-INSPECTION FEE PLUMBING
4/23/25

FINAL SURVEY & ELEV CERTIFICATE		PERMIT #		STATUS			
FINAL SURVEY & ELEV CERTIFICATE		LBS22-012317		RESUBMITTAL REQUIRED			
ACTIVITY TYPE	DEPARTMENT	ASSIGNED TO	STATUS	DUE	COMPLETED		
Structure Review	Lauderdale-By-The-Sea	Town of LBTS 1	Approved	05/15/2025	05/13/2025		
Zoning Review	Lauderdale-By-The-Sea	Town of LBTS 1	Resubmittal Required	05/15/2025	05/12/2025		
Engineering Review	Lauderdale-By-The-Sea	Town of LBTS 1	Approved	05/15/2025	05/08/2025		

LAUDERDALE•BY•THE•SEA

Plan Reviewer: David Lee
Date: June 17, 2025
Administrative Adjustment Summary Report
Property Address: 228 Imperial Lane
Bldg. Permit number: LBS22-012317
#2025-L2-AA-03

Property Address: 228 Imperial Lane, Lauderdale-By-The-Sea Fl, 33308

Subject: Permanent Generator Location – Administrative Adjustment Application #2025-L2-AA-03

Overview

The administrative adjustment application pertains to the non-compliant location of a permanent standby generator installed along the west property boundary at 228 Imperial Lane. The generator's location was reviewed for compliance with building code safety standards, functional maintenance accessibility, and impact on adjacent properties.

Key Dates & Events

- Initial Plan Review Date: 2/2/2024 (denied for setback compliance)
- 2nd Review Date: 4/18/2024 (denied for setback compliance)
- 3rd Review Date: 6/21/2024 (approved w/notes – setback, height and screening will be verified upon zoning inspection)
 - Generator slab was installed by contractor; placed near the west property line, triggering compliance concerns in October 2024.
 - Town staff noted generator slab's proximity to the adjacent western property line at the October 2024 inspection for another non-compliant matter (A/C location); advised that documentation be submitted for formal review due to its deviation from the required side setback distance of 5 feet per code.
- October 28, 2024 – First Notification to Barron Development
 - Subsequently after the initial site visit, multiple notifications were sent, and several conversations took place with Barron Development regarding generator's non-conforming placement in the required setback area.
 - Staff requested submission of a revised site plan showing relocation. The Town did not receive until the final survey was submitted on

LAUDERDALE • BY • THE • SEA



4501 N. Ocean Boulevard
Lauderdale-By-The-Sea
Florida 33308
Tel: 954 640-4200



CERTIFICATE OF TEMPORARY OCCUPANCY

This Certificate has been issued in accordance with the 2020 7th Edition of the Florida Building Code with Broward County Amendments section 106.1.

Permit No: LBS22-012317

Property Owner: PHILLIPS, ROSA & PHILLIPS, SCOTT

Contractor: BARRON DEVELOPMENT CORPORATION

Building Address: 228 IMPERIAL Lane

Legal Description: LAUDERDALE SURF & YACHT ESTATES 22-46 B LOT 37 BLK 1

Square Footage: 9397 sqf

Total Under Air: 6070 sqf

Folio: 4943 18 04 0390

Type of Construction: V

Group: R

Scope of Work: SFR NEW CONSTRUCTION

Describe all outstanding conditions: Generator location needs to be resolved with Zoning

Expected date of completion: **This TCO is valid till: 07/28/2025**

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

FBC 2020 489.103

DISCLOSURE STATEMENT

I understand that I may build or improve a one-family or two-family residence or a farm outbuilding. I may also build or improve a commercial building if the costs do not exceed \$75,000. The building or residence must be for my own use or occupancy. It may not be built or substantially improved for sale or lease, unless I am completing the requirements of a building permit where the contractor listed on the permit substantially completed the project. If a building or residence that I have built or substantially improved myself is sold or leased within 1 year after the construction is complete, the law will presume that I built or substantially improved it for sale or lease, which violates the exemption.

Building Official: 

Building Official: Simo Mansor

Date: May 28, 2025



228 IMPERIAL LANE / TCO CONDITIONS

From David Lee <davidl@lauderdalebythesea-fl.gov>

Date Wed 5/28/2025 11:51 AM

To David Lee <davidl@lauderdalebythesea-fl.gov>

Zoning Notice / Condition – Generator location

The current placement of the generator does not conform with the applicable LBTS zoning requirements outlined in the Code section 30-313 (T). In order for the generator to remain in its existing location, an Administrative Adjustment application and requirements must be submitted and approved by the Town. This process requires review by the LBTS P&Z Board and Town Commission approval.

Approval of this Certificate of Temporary Occupancy does not imply or constitute zoning approval for the generator's location. It is the responsibility of the property owner to initiate and complete the administrative adjustment process. An official Certificate of Occupancy will not be issued until the Administrative Adjustment has been approved. The Building Official will determine if additional time may be granted for the TCO based on the when the Administrative Adjustment process may be completed.

David Lee

Asst Director of Development Services-Building, Planning, Zoning



**LAUDERDALE
BY·THE·SEA**

Town Hall: (954) 640-4200

Office: (954) 640-4213

Cell: (954) 395-4603

davidl@lbts-fl.gov

4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308

www.lbts-fl.gov • www.discoverlbts.com



@lbtsgov



discoverlbts



nextdoor.com

Please Note: Florida has a very broad public records law. Written communications to the Town, including emails, are Public Record available to the public upon request. Your email communication is therefore subject to public disclosure.

Sec. 30-128. Administrative adjustments.

- (a) *Purpose.* The purpose of this section is to establish standards for review of applications for Administrative Adjustments. As defined in the Administrative Adjustment Thresholds Table below, Level 1 Administrative Adjustments may be approved by the Town Manager, and Level 2 Administrative Adjustments require Town Commission approval.

Administrative Adjustments are available for certain limited variations or adjustments to building or parking standards of the Code based on specific criteria, where the application of the standard creates practical difficulties in allowing development or redevelopment that otherwise advances the purposes served by the standards of this Code and the comprehensive plan, and is compatible with surrounding development.

Administrative Adjustments can also support flexibility in development and redevelopment efforts encouraging design and compatibility equal to or better than that resulting from the strict application of the Code, in furtherance of the Architectural Design Standards of the Town and the desired Mid-century Modern architectural style.

- (b) *Eligibility.* Developments located within any zoning district are eligible to apply for an Administrative Adjustment except that adjustments to the parking standards are not permitted in the B-1 or B-1-A zoning districts. The thresholds applicable to Level 1 and Level 2 Administrative Adjustments are shown in the following table, Administrative Adjustment Thresholds.

Administrative Adjustment Thresholds		
Building Standards that May be Adjusted	Maximum Level 1 Adjustment	Maximum Level 2 Adjustment
Setbacks	n/a	30% or 5 feet, whichever is less
Overhangs, roof cornices and eaves and exterior balconies	n/a	All other requests up to 5 feet, whichever is less
Parking standards (only permitted in residential zoning districts, see section 30-321 for relief in the B1/B1-A zoning districts)	Up to 3 spaces or 10% of the minimum parking requirement, whichever is greater	All other

- (c) *Level 1 Administrative Adjustments.*

- (1) *Review.* A Level 1 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Planning and Zoning Board.

- (d) *Level 2 Administrative Adjustments.*

- (1) *Review of adjustment of parking.* An application for a Level 2 Administrative Adjustment for parking shall be accompanied by a parking report, prepared by the Town, analyzing existing and future parking demands, the availability of underutilized public parking spaces, and traffic circulation.
- (2) *Review of adjustment of building standards.* A Level 2 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Planning and Zoning Board.

- (e) *Criteria for approval.*

- (1) *Building standards.* An Administrative Adjustment to building standards shall be approved only if the requested relief is within the limits specified in Administrative Adjustments Thresholds Table, and if the

decision maker finds that there is competent substantial evidence in the record that all of the following standards are met:

- a. The Administrative Adjustment does not result in an increase in allowable density;
 - b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;
 - c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;
 - d. The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-century Modern architecture; or
 - v. Utilized to create a view corridor or other benefit to the community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or
 - viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
 - e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,
 - f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area, and will not result in incompatible uses.
 - g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.
 - h. The Administrative Adjustment is consistent with the comprehensive plan.
- (2) *Parking standards.* An Administrative Adjustment to parking standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.
- (f) *Reporting.* The Town Manager shall file a quarterly report on Administrative Adjustments with the Town Commission.
- (Ord. No. 2014-08, § 3, 7-7-2014; Ord. No. 2017-01, § 2, 1-16-2017; Ord. No. 2017-04, § 2, 4-25-2017; Ord. No. 2020-08, § 4, 10-13-2020)

232 Imperial Lane,
Lauderdale by the Sea
FL 33308.

Mobile 954 612 1600 :
E-Mail : Stu4boats@bellsouth.net

P & Z Committee members
Town Commission
Code department
Nectaria Chakas

29th Jan 2026

Genest at 228 Imperial Lane

Dear All,

While the genset at the above address has been installed in contravention of the town's code and in the interests of resolving this issue I am withdrawing my objection to the installation. To help mitigate any disruption to his neighbor the homeowner has agreed to apply sound insulation to the wall of the house, move the genset closer to the wall on the existing plinth leaving 16 inches between the wall and the genset and also install sound insulation on the boundary fence.

Can I ask the P & Z to consider the existing code as it is physically impossible to install a genset in the side setback while maintaining the required air gap on the house and setback from the property boundary.

For new construction there needs to be an alcove in the outside wall of the house in order to accommodate a two foot required air gap between generator and the house, a generator 2 feet wide and a 5 foot setback from the property boundary all within 7 feet 6 inches required by the code.

Can I ask that staff who approve new construction plans not to pass site plans with – “plinth for future generator” or similar wording or that the builder is informed that under our current code a minimum of 5 feet must exist between the generator and the boundary line.

Many thanks

A handwritten signature in black ink, appearing to read "Stuart Deed". The signature is fluid and cursive, with the first name "Stuart" written in a larger, more prominent script than the last name "Deed".



Agenda Item No: 5.a.

Planning and Zoning Board Agenda Item Report

Meeting Date: April 1, 2026

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Pursuant to Chapter 30 “Unified Land Development Regulations,” Section 30-128 “Administrative Adjustments,” of the Town’s Code of Ordinances (the “Town Code,” the Applicant has requested an administrative adjustment from Section 30-313 (t)(2)(b)(1) “Permanent Generators” of the Town’s Code, to permit the encroachment of a generator one (1) foot , four (4) and one-quarter (1/4) inches into the required 5-foot side setback for the property located at 228 Imperial Lane (the “Property”)

Explanation: The purpose of this memorandum is to provide findings and recommendations regarding the Level 2 Administrative Adjustment application (**Exhibit 1**) submitted to the Town of Lauderdale-By-The-Sea (the “Town”) by Scott Phillips (the “Applicant”) to allow a one (1) foot, four (4) and one-quarter (1/4) inches encroachment into the 5-foot required side setback for a generator for property located at 228 Imperial Lane (the “Property”) (**Diagram 1**). The application was previously presented to the Planning and Zoning Board at its July 10, 2025 meeting (**Exhibit 2- Original Application**), where the Board recommended denial of the request (**Exhibit 3- Minutes**).

Following denial of the original application, the Planning & Zoning Board directed staff to seek Town Commission input on a potential code amendment to prohibit generator placement within required side setbacks for new single-family and duplex construction. Subsequently, staff presented this request to the Town Commission at its December 2025 meeting (**Exhibit 4- Minutes**); however, after consideration, the Commission declined to move forward with the proposed amendment, and no changes to the generator regulations (Sec. 30-313(t)) were pursued.

Following the Planning and Zoning Board’s recommendation, the Applicant elected to pause the process and evaluate alternative options before proceeding to the Town Commission. The Applicant is now requesting an Administrative Adjustment of (1) foot, four (4) and one-quarter (1/4) inches into the required five foot side setback (**Exhibit 5- Revised Application**).



Diagram 1

The Applicant has paid the appropriate fee and submitted the required documents. Notice has been given to all property owners located within a three hundred (300) foot radius of the Property. The Property has been posted and the public hearing concerning the Administrative Adjustment has been advertised, pursuant to Section 30-139 of the Town Code of Ordinances (the "Town Code") (**Exhibit 6**). Staff received one public comment regarding this request. The adjacent property owner, Stuart Dodd, previously objected to the proposed generator location at the July 2025 Planning and Zoning Board meeting; however, he has since withdrawn his objection and submitted a letter expressing support for the proposed location (**Exhibit 7**).

Background and Request

The subject property is a 9,473-square-foot parcel currently under construction within the RS-5 zoning district. The Applicant requests approval of an Administrative Adjustment to allow a (1) foot, four (4) and one-quarter (1/4) inches encroachment into the required 5-foot side setback for a generator installed along the western property line.

The generator was subject to multiple plan reviews in 2024 and was initially denied due to noncompliance with the required side setback. Subsequent review resulted in conditional approval (**Exhibit 8**), with the understanding that compliance would be verified during inspection. However, a later field inspection revealed that the generator installation did not meet the required setback. Staff subsequently requested revised plans, and a final survey confirmed the continued encroachment. As a result, staff advised that an Administrative Adjustment, subject to review by the Planning and Zoning Board and approval by the Town Commission, is required prior to issuance of a Certificate of Occupancy.

The application was previously presented to the Planning and Zoning Board at its July 10, 2025 meeting (**Exhibit 2 – Original Application**), at which time the Board recommended denial (**Exhibit 3 – Minutes**). Following this action, the Applicant suspended the application to evaluate alternative compliance options. The Applicant has now resubmitted the request with additional mitigation measures intended to address prior concerns. The current application seeks approval of the Administrative Adjustment to permit the limited encroachment into the required side setback.

The generator is equipped with a manufacturer-installed sound-attenuating enclosure (Kohler Model 48 RCLC). In addition, following consultation with the adjacent property owner, the Applicant has incorporated supplemental noise mitigation measures, including the installation of a spray foam-insulated wall panel along the residence, finished to match the primary structure, and a green screen affixed to the adjacent aluminum fence. These measures are intended to minimize potential noise impacts and enhance compatibility with the surrounding residential context.

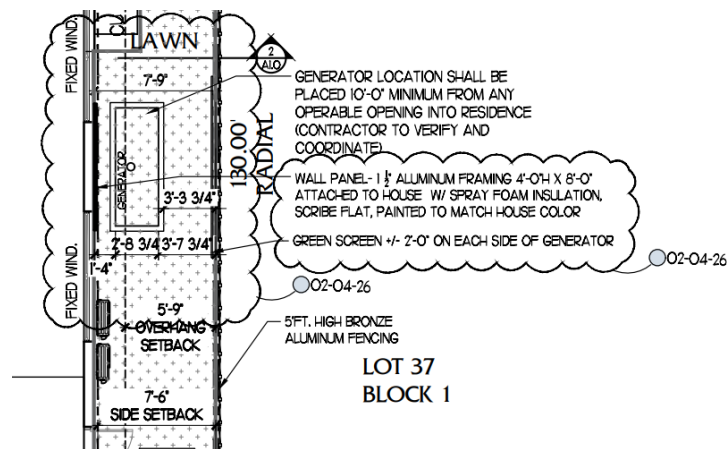


Diagram 2

Administrative Adjustment

Town Code Provision

Section 30-128 of the Town Code (**Exhibit 9**) establishes Level 1 and Level 2 Administrative Adjustment standards that allow the Town Manager and Town Commission, respectively, to approve a reduction in parking standards and/or setback requirements. A Level 2 Administrative Adjustment is permitted for setback encroachments of up to thirty percent (30%) or five (5) feet of the required setback, whichever is less (**Table 1**). The Town Code requires review by the Town Staff, Planning & Zoning Board, and Town Commission.

Table 1

Building Standards that May be Adjusted	Administrative Adjustment Thresholds		
	Maximum Level 1 Adjustment	Maximum Level 2 Adjustment	228 Imperial Lane
Setbacks	n/a	30% or 5 feet, whichever is less	1- foot 4 1/4 inch encroachment request where 30% of the 5 foot required setback is 1'-6"

Criteria and Analysis

Section 30-128 of the Town Code states that an encroachment into the required setbacks shall be approved if the requested relief is within the limits specified in the Administrative Adjustments Thresholds Table and the decision maker finds that there is competent substantial evidence in the record that all the following standards are met:

1. The Administrative Adjustment does not result in an increase in allowable density;

Applicant response: The Administrative Adjustment does not result in an increase in allowable density. It is limited to an adjustment of setback standards related to the generator.

Staff response: The criterion has been met.

2. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;

Applicant response: The Administrative Adjustment does not result in an increase in building height. It is limited to an adjustment of setback requirements related to the generator.

Staff response: The criterion has been met.

3. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;

Applicant response: The Administrative Adjustment does not allow any portion of the generator or its pad to encroach upon a recorded easement or the Town's right-of-way. The installation is entirely within the Property's boundaries.

Staff response: The criterion has been met.

- d. The Administrative Adjustment furthers a minimum of one of the following conditions:

- i. Required to compensate for some unusual aspect of the development site or the proposed development; or
Applicant Response: The adjustment is needed to compensate for the requirements to provide clearance from the building to the generator per consultation with the generator manufacturer and the City's Building Official.
Staff response: The criterion has been met.
- ii. Supports an objective from the purpose statements of the zoning district where located; or
Applicant Response: The Administrative Adjustment supports the purpose of the RS-5 zoning district by enabling the installation of equipment that provides emergency backup power to a single-family residence. The request does not alter the residential character or intensity of the Property.
Staff response: The criterion has been met.
- iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
APPLICANT'S RESPONSE: N/A
- iv. Supports Mid-Century Modern Architecture; or
APPLICANT'S RESPONSE: N/A
- v. Utilized to create a view corridor or other benefit to the Community; or
APPLICANT'S RESPONSE: N/A
- vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
APPLICANT'S RESPONSE: N/A
- vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or
APPLICANT'S RESPONSE: N/A
- viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
APPLICANT'S RESPONSE: N/A

- 5. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,

Applicant response: Since the previous submittal, mitigation measures have been incorporated to ensure the generator will not substantially interfere with the convenient and enjoyable use of adjacent lands. The selected generator model includes a factory installed sound-attenuating enclosure designed to maintain compliance with the Town's maximum noise level of 70 decibels measured at 25 feet from the generator, in accordance with Section 30-313(t)(2)(b)(3). In addition, supplemental soundproofing insulation will be installed along the residence wall and on the adjacent fence to further reduce potential noise impacts. A 1-1/2" thick aluminum frame measuring 4' x 8' will be attached to the wall of the residence and will include spray foam insulation painted to match the color of the residence. Additionally, a green screen will be installed on the fence adjacent to the generator for further sound and visual mitigation. The applicant has also met with the neighboring homeowner and obtained a letter of support from the homeowner, which is included in this application submittal. The generator will comply with all applicable fire and safety code requirements and will only operate during power outages or brief maintenance testing as permitted by Section 30-313(t)(2)(b)(8). Exhaust will also be directed away and upwards from the adjacent property. These measures ensure the generator will not pose a danger to public health or safety.

Staff response: This criterion has been met.

- 6. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.

Applicant response: The requested adjustment is not incompatible with the character of development in the surrounding area. The Property and adjacent parcels are developed with single-family residences within an RS-5 zoning district where standby generators would be a common accessory use. The generator location is fully screened from view by a five (5) foot fence that encloses the side yard from street view and a five (5) foot fence along the west property line.

Staff response: The criterion has been met.

- 7. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.

Applicant response: To mitigate additional noise impacts of a generator being placed closer to the property line, the Applicant has agreed to install supplemental soundproofing along the residence wall and the adjacent fence, ensuring that any noise is mitigated to the maximum extent possible. The generator will only be run, if necessary, during power outages or for routine maintenance testing at a maximum once per week for 30 minutes between the hours of 8 a.m. and 5:30 p.m. A letter of support from the neighboring homeowner is included in this amended application submittal.

Staff response: The criterion has been met.

8. The Administrative Adjustment is consistent with the comprehensive plan.

Applicant response: The requested adjustment is consistent with the intent and objectives of the comprehensive plan by supporting residential development. The adjustment maintains the low-density residential character of the RS-5 zoning district and enhances the Property's resilience by allowing for the safe installation of emergency power equipment without altering its land use, density, or intensity.

Staff Response: The criterion has been met.

Recommendation: Summary Findings and Recommendations

The proposed plans and narrative submitted by the Applicant meet the criteria within the Land Development Code and Staff recommends approval of the Level 2 Administrative Adjustment with the following conditions (**Exhibit 10 - Development Order**):

1. If approved, the Level 2 Administrative Adjustment expires concurrently with the building permit approved for the Property.
2. The generator must be fully screened from public view and neighboring properties with either: A solid opaque fence or wall, or Landscaping material planted at a minimum of 18 inches and maintained to the height of the generator or four feet, whichever is greater.
3. The generator must comply with the noise level requirement of less than or equal to 70 decibels at 25 feet from the generator in any direction.
4. The generator's exhaust must be directed upward and away from adjacent properties where practically feasible.

Exhibits:

1. Exhibit 1 - Level II Administrative Adjustment Application - 228 Imperial Lane
2. Exhibit 2 - Original Lvl 2 Admin Adjustment Submittal
3. Exhibit 3- July 10th Planning and Zoning Board Meeting mins
4. Exhibit 4 - 12.9.2025 Town Commission Minutes
5. Exhibit 5 - Revised Application
6. Exhibit 6 - Sec. 30-139. - Notice of Public Hearings
7. Exhibit 7 - Letter of Support Stuart Dodd
8. Exhibit 8 - Denied Reviews and Conditional Approval - 228 Imperial Lane
9. Exhibit 9 - Sec. 30-128. Administrative Adjustments
10. Exhibit 10 - 2025-LVL2-AA-03-228 Imperial Lane (Development Order)

LAUDERDALE•BY•THE•SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2



4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

For Administrative Purpose Only

Application Number: _____ 2025-WL2-PA-03

BTR #: _____

Date Application Submitted: _____ 05/27/2025

Date Application Found Complete: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____ \$400.00

Cost Recovery Fee: _____

LAUDERDALE • BY • THE • SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2

In accordance with Town Code Section 30-128, a Level 2 Administrative Adjustment may be requested for:

- Setback adjustments up to 30% or 5 feet, whichever is less
- Overhangs, roof cornices and eaves and exterior balconies and all other requests up to five (5) feet, whichever is less
- More than three (3) parking spaces or more than 10% of the minimum parking requirement (for residential zoning districts only)

SECTION A: PROJECT DETAILS

Project Name: Phillips Residence

Code Section from which Administrative Adjustment is sought: D # i, ii

SECTION B: ITEMS FOR SUBMITTAL

Note: Please submit digital copies with the hard copy application via email or thumb drive

- The Fee for Administrative Adjustment Level 2 + Deposit (See Fee Schedule) \$400 ATTACHED.
- A description of the request GENERATOR REQUEST APPROVAL ENCR OACHING
- Two (2) current surveys, signed and sealed. APPROX. 1'-0" INTO SETBACK.
- Two (2) hard copies of a sketch that identifies the following:
 - All improvements and structures on the subject parcel
 - Proposed improvements which necessitates the adjustment
 - Distance of improvement from property line
 - Overhang distance from the building
- For parking reductions, submit a parking report that identifies the following:
 - Available parking within distance to the subject property
 - Pedestrian public route(s) from public parking to subject parking
- For building adjustments, explain how the administrative adjustment request meets the criteria as established in Town Code Section 30-128 (see Section C)

SECTION C: CRITERIA FOR APPROVAL

Section 30-128 of the Code of Ordinances states an Administrative Adjustment to Building Standards shall be approved only if all of the following standards are met:

- a) The Administrative Adjustment does not result in an increase in allowable density.
- b) The Administrative Adjustment does not provide for building height that exceeds the zoning code standards.
- c) In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way.
- d) The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves, or exterior balconies; or
 - viii. Required for an expansion, addition, or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
- e) The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands and will not pose a danger to the public health or safety.
- f) The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.
- g) Any adverse impacts, including but not limited to reductions in view corridors, resulting from the administrative Adjustment will be mitigated to the maximum extent practicable.
- h) The Administrative Adjustment is consistent with the comprehensive plan.
- i) An administrative adjustment to parking standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.

If a resubmittal is requested, please submit the amended documents, the previous comments received from the Town, and the applicant's response to those comments.

Need assistance or clarification?
Please contact us at (954)-640-4210 or email Zoning@lbts-fl.gov



LAUDERDALE • BY • THE • SEA

Universal Development Application

MAY 27 25 15:43



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: _____

BTR #: _____

Date Application Submitted: _____

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

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 _____ | ☐ Right-of-Way Vacation |
| ☐ Conditional Use Modification _____ | ☐ Comprehensive Plan Amendment |
| ☒ Administrative Adjustment <u>LEVEL 2</u> | ☐ Payment in Lieu of Parking |
| ☐ Variance _____ | ☐ Parking Reduction _____ |
| ☐ Plat _____ | ☐ Other: _____ |
| ☐ Architectural Review _____ | |

Project Name: Phillips Residence

Folio Numbers: 4943 18 04 0390

Street Address: 228 Imperial Lane

Legal Description: LAUDERDALE SURF & YACHT ESTATES 22-46 B LOT 37 BLK 1

Name of Property Owner: Scott and Rosa Phillips Property Owner's Phone #: 412-680-1394

Address of Property Owner: 228 Imperial Lane, Lauderdale by the Sea, FL 33308

Property Owner's Email Address: scott@phillips.bz

Name of Applicant: Scott Phillips Applicant's Phone #: 412-680-1394

Applicant's Address: 228 Imperial Lane, Lauderdale by the Sea, FL 33308

Applicant Email Address: scott@phillips.bz

Name of Agent (e.g. Contractor Representing the Project): James M. Barron

5/28/2020

Universal Application

Agent's Email Address: jim@barrondevelopment.com Agent's Phone #: 954-249-4250

Agent's Address: 2890 Marina Mile Blvd Ste 115, Ft Lauderdale, FL 33312

Land Use Plan Designation: _____ Zoning District: _____

Existing Use of the Subject Property: Single family residence

Proposed Use of the Subject Property: Single family residence

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

I _____ (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: SCOTT PHILLIPS Date: 5/23/25

Signature of Property Owner: Scott Phillips

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: Scott Phillips Date: 5/23/25

Signature of Property Owner: Scott Phillips

State of Florida:

County:

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this day 23 of MAY, 20 25.

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

Print Notary Name: CINDY CORREA

Notary Signature: Cindy Correa



Applicant

Print Name of Property Owner: Scott Phillips Date: 5/23/25

Signature of Property Owner: Scott Phillips

State of Florida:

County:



5/28/2020

Universal Application

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

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

Print Notary Name: CINDY CORREA My Commission Expires: _____

Notary Signature: Cindy Correa





PINNELL SURVEY, INC.

5300 W. HILLSBORO BLVD., SUITE 215-A COCONUT CREEK, FLORIDA 33073
PHONE(954)418-4940 FAX(954)418-4941 EMAIL: order@sfland.net
CERTIFICATE NO.: LB6857

EXHIBIT 1

SURVEY ADDRESS:

228 IMPERIAL LANE
LAUDERDALE BY THE SEA, FLORIDA 33308

CERTIFY TO:

1. ROSA AND SCOTT PHILLIPS

FLOOD ZONE & ELEVATIONS:

FLOOD ZONE: X / X(0.2%) / AB
BASE FLOOD ELEVATION: 6' / 7'
CONTROL PANEL NO.: 125123-0386-J
DATE OF FIRM INDEX: 07/31/24

REFERENCE BENCHMARK: CITY OF FORT
LAUDERDALE B.M. @ DUPONT BOULEVARD
AND ALLEY S. OF COMMERCIAL BOULEVARD
ELEVATION = 5.598' (NGVD 1929)
ELEVATION = 4.013' (NAVD 1988)

POTENTIAL ENCROACHMENTS:

1. RETAINING WALL CROSSES OVER THE EASTERLY PROPERTY LINE.

LEGAL DESCRIPTION:

LOT 37, BLOCK 1, OF "LAUDERDALE SURF & YACHT ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, AT PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGEND & ABBREVIATIONS:

A	= ARC	D.E.	= DRAINAGE EASEMENT	P.C.	= POINT OF CURVATURE
A/C	= AIR CONDITIONER	ELEV.	= ELEVATION	P.E.	= POOL EQUIPMENT
A.E.	= ANCHOR EASEMENT	E.S.	= ELECTRIC SERVICE	P.I.	= POINT OF INTERSECTION
B.M.	= BENCHMARK	F.P. & L.	= FLORIDA POWER & LIGHT	P.R.C.	= POINT OF REVERSE CURVE
B.C.R.	= BROWARD COUNTY RECORDS	L.B.	= LICENSED BUSINESS	P.O.B.	= POINT OF BEGINNING
C.B.S.	= CONCRETE BLOCK STRUCTURE	L.P.	= LIGHT POLE	P.O.C.	= POINT OF COMMENCEMENT
CHATT.	= CHATTAHOOCHEE	M.H.	= MANHOLE	P.P.	= POWER POLE
C.O.	= CLEANOUT	(M)	= MEASURED	R	= RADIUS
CONC.	= CONCRETE	NAVD	= NORTH AMERICAN VERTICAL DATUM	R/W	= RIGHT-OF-WAY
C.L.F.	= CHAIN LINK FENCE	NGVD	= NATIONAL GEODETIC VERTICAL DATUM	T	= TANGENT
C.L.P.	= CONCRETE LIGHT POLE	NO.	= NUMBER	(TYP.)	= TYPICAL
(C)	= CALCULATED	O.H.	= OVERHANG	U.E.	= UTILITY EASEMENT
C.B.	= CHORD BEARING	O.R.B.	= OFFICIAL RECORDS BOOK	W.F.	= WOOD FENCE
C.R.	= CABLE RISER	O/S	= OFFSET	W.M.	= WATER METER
(D)	= DEED	(P)	= PLAT	Δ	= DELTA OR CENTRAL ANGLE
D.B.	= DEED BOOK	P.B.C.R.	= PALM BEACH COUNTY RECORDS	$\frac{C}{2}$	= CENTERLINE
M-D.C.R.	= MIAMI-DADE COUNTY RECORDS	P.B.	= PLAT BOOK	$\frac{E}{2}$	= ELEVATION

GENERAL NOTES:

1. TYPE OF SURVEY: BOUNDARY
2. IF THIS SURVEY HAS BEEN REVISED AS INDICATED IN THE REVISION BOX SHOWN HEREON, THEN ANY AND ALL PREVIOUS VERSIONS OF THIS SURVEY PREPARED BY PINNELL SURVEY, INC. ARE NULL & VOID.
3. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD BY PINNELL SURVEY, INC. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY, FOR WHICH THE SUBJECT PROPERTY IS LOCATED IN.
4. UNLESS OTHERWISE NOTED, FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS.
5. ELEVATIONS SHOWN HEREON (IF ANY) ARE RELATIVE TO NAVD 1988, UNLESS OTHERWISE NOTED.
6. UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED.
7. FENCE AND WALL OWNERSHIP IS NOT DETERMINED.
8. THIS DRAWING IS THE PROPERTY OF PINNELL SURVEY, INC. AND SHALL NOT BE USED OR REPRODUCED, WHOLE OR IN PART WITHOUT WRITTEN PERMISSION & AUTHORIZATION FROM PINNELL SURVEY, INC.
9. ALL EASEMENTS SHOWN ON THE ATTACHED DRAWING ARE PER THE RECORD PLAT (UNLESS OTHERWISE NOTED).
10. REFERENCE BENCHMARK ELEVATION DATUM WAS CONVERTED FROM NGVD 1929 TO NAVD 1988 USING CORPSCON 6.0.1.

CERTIFICATION:

THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FORGOING TITLE CAPTION AND HAVE SET OR FOUND MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE UNDER RULE 53-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, UNLESS IT IS ELECTRONICALLY SIGNED AND SEALED.


5/1/25

JASON H. PINNELL
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5734, STATE OF FLORIDA

FINAL SURVEY (25-0710)	04/22/25	K.M.
UPDATE SURVEY & ELEVATIONS (25-0295)	02/18/25	K.M.
POOL SPOT SURVEY (23-1358)	08/18/23	S.A.
SPOT SURVEY (22-2245)	11/09/22	S.A.
FORM BOARD SURVEY (22-2179)	10/29/22	J.P.
UPDATE SURVEY & ADD SITE ELEVATIONS (21-1050)	05/18/21	K.M.
REVISIONS	DATE	CHK'D BY

SKETCH NO.: 07-2807

DATE OF SURVEY: 11/16/07

CHECKED BY: S.A.

FIELD BOOK/PAGE: 289/74, FILE

SIDE 1 OF 2

C2: R=80.00'(P) 70.25'(C)
 $\Delta=34^{\circ}42'29''$ (C)
 A=48.46'(P) 42.56'(C)



SCALE: 1" = 20'	SKETCH NO.: 07-2807
DRAWN BY: K.W.	SIDE 2 OF 2

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

EXHIBIT 1

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION	FOR INSURANCE COMPANY USE
A1. Building Owner's Name: <u>ROSA AND SCOTT PHILLIPS</u>	Policy Number: _____
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: <u>228 IMPERIAL LANE</u>	Company NAIC Number: _____
City: <u>LAUDERDALE BY THE SEA</u> State: <u>FL</u> ZIP Code: <u>33308</u>	
A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: <u>LOT 37, BLOCK 1, PLAT BOOK 22, PAGE 46, B.C.R. (ID# 4943 18 04 0390)</u>	
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): <u>RESIDENTIAL</u>	
A5. Latitude/Longitude: Lat. <u>26.183821°</u> Long. <u>-80.098823°</u> Horiz. Datum: ☐ NAD 1927 ☐ NAD 1983 ☒ WGS 84	
A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).	
A7. Building Diagram Number: <u>1A</u>	
A8. For a building with a crawlspace or enclosure(s): a) Square footage of crawlspace or enclosure(s): <u>N/A</u> sq. ft. b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ☒ N/A c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>N/A</u> Engineered flood openings: <u>N/A</u> d) Total net open area of non-engineered flood openings in A8.c: <u>N/A</u> sq. in. e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): <u>N/A</u> sq. ft. f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): <u>N/A</u> sq. ft.	
A9. For a building with an attached garage: a) Square footage of attached garage: <u>590</u> sq. ft. b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☒ No ☐ N/A c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>0</u> Engineered flood openings: <u>2</u> d) Total net open area of non-engineered flood openings in A9.c: <u>0</u> sq. in. e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): <u>400</u> sq. ft. f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): <u>0</u> sq. ft.	
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION	
B1.a. NFIP Community Name: <u>LAUDERDALE BY THE SEA</u>	B1.b. NFIP Community Identification Number: <u>125123</u>
B2. County Name: <u>BROWARD</u>	B3. State: <u>FL</u> B4. Map/Panel No.: <u>12011C0386</u> B5. Suffix: <u>J</u>
B6. FIRM Index Date: <u>07/31/2024</u>	B7. FIRM Panel Effective/Revised Date: <u>07/31/2024</u>
B8. Flood Zone(s): <u>X / X(0.2%)</u>	B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): <u>N/A</u>
B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9: ☐ FIS ☒ FIRM ☐ Community Determined ☐ Other: _____	
B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____	
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No Designation Date: <u>N/A</u> ☐ CBRS ☐ OPA	
B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☐ Yes ☒ No	

ELEVATION CERTIFICATE**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11**

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 228 IMPERIAL LANE	FOR INSURANCE COMPANY USE
City: LAUDERDALE BY THE SEA State: FL ZIP Code: 33308	Policy Number: _____ Company NAIC Number: _____

**SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED)
FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)**

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: 228 IMPERIAL LANE	FOR INSURANCE COMPANY USE
City: LAUDERDALE BY THE SEA State: FL ZIP Code: 33308	Policy Number: _____ Company NAIC Number: _____

**SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES
(SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)**

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). *Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.*

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) **For Building Diagrams 1A, 1B, 3, and 5–8.** Top of bottom _____ ☐ feet ☐ meters ☐ above the LAG
 floor (include above-grade floors only for buildings with
 crawlspaces or enclosure floors) is:

b) **For Building Diagrams 2A, 2B, 4, and 6–9.** Top of next _____ ☐ feet ☐ meters ☐ above the LAG
 higher floor (i.e., the floor above basement, crawlspace, or
 enclosure floor) is:

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?
☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge. Note:* If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11
BUILDING PHOTOGRAPHS

EXHIBIT 1

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
228 IMPERIAL LANE

City: LAUDERDALE BY THE SEA State: FL ZIP Code: 33308

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo One

Photo One Caption: FRONT VIEW

04/22/25

Clear Photo One



Photo Two

Photo Two Caption: RIGHT SIDE VIEW

04/22/25

Clear Photo Two

ELEVATION CERTIFICATE**IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11****BUILDING PHOTOGRAPHS**

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
228 IMPERIAL LANECity: LAUDERDALE BY THE SEA State: FL ZIP Code: 33308**FOR INSURANCE COMPANY USE**

Policy Number: _____

Company NAIC Number: _____

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo Three

Photo Three Caption: LEFT SIDE VIEW

04/22/25

Clear Photo Three



Photo Four

Photo Four Caption: REAR VIEW

04/22/25

Clear Photo Four

MAY 1ST, 2025

Pinnell Survey, Inc.
5300 W. Hillsboro Blvd., Suite 215-A
Coconut Creek, FL 33073
Ph: 954-418-4940
order@sfland.net

Property Address: 228 IMPERIAL LANE LAUDERDALE BY THE SEA, FLORIDA 33308
RE: Extra Photos for Elevation Certificate



2 SMART VENTS MODEL 1540-510 =

200 SQ. FT. OF COVERAGE PER VENT
TOTAL NET AREA = **400 SQ. FT. OF
COVERAGE**



Most Widely Accepted and Trusted

ICC-ES Evaluation Report

ESR-2074

ICC-ES | (800) 423-6587 | (562) 699-0543 | www.icc-es.org

Reissued 02/2025

This report is subject to renewal 02/2027.

DIVISION: 08 00 00—OPENINGS

SECTION: 08 95 43—VENTS/FOUNDATION FLOOD VENTS

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

**SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520;
#1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526**



*"2014 Recipient of Prestigious Western States Seismic Policy Council
(WSSPC) Award in Excellence"*



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ICC-ES Evaluation Report

ESR-2074

Reissued February 2025

This report also contains:

- CA Supplement

- FL Supplement

Subject to renewal February 2027

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DIVISION: 08 00 00— OPENINGS Section: 08 95 43— Vents/Foundation Flood Vents	REPORT HOLDER: SMART VENT PRODUCTS, INC.	EVALUATION SUBJECT: SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540- 520; #1540-521; #1540- 510; #1540-511; #1540- 570; #1540-574; #1540- 524; #1540-514 FLOOD VENT SEALING KIT #1540-526	
--	--	--	---

1.0 EVALUATION SCOPE

Compliance with the following codes:

- 2024, 2021, 2018, 2015, 2012, 2009 and 2006 International Building Code® (IBC)
- 2024, 2021, 2018, 2015, 2012, 2009 and 2006 International Residential Code® (IRC)
- 2024, 2021 and 2018 International Energy Conservation Code® (IECC)
- 2013 Abu Dhabi International Building Code (ADIBC)[†]

[†]The ADIBC is based on the 2009 IBC. 2009 IBC code sections referenced in this report are the same sections in the ADIBC.

Properties evaluated:

- Physical operation
- Water flow

2.0 USES

The Smart Vent® units are engineered mechanically operated flood vents (FVs) employed to equalize hydrostatic pressure on walls of enclosures subject to rising or falling flood waters. Certain models also allow natural ventilation.

3.0 DESCRIPTION

3.1 General:

When subjected to rising water, the Smart Vent® FVs internal floats are activated, then pivot open to allow flow in either direction to equalize water level and hydrostatic pressure from one side of the foundation to the other. The FV pivoting door is normally held in the closed position by a buoyant release device. When subjected to rising water, the buoyant release device causes the unit to unlatch, allowing the door to rotate out of the way and allow flow. The water level stabilizes, equalizing the lateral forces. Each unit is fabricated from stainless steel. Smart Vent® Automatic Foundation Flood Vents are available in various models and sizes as described in Table 1. The SmartVENT® Stacking Model #1540-511 and FloodVENT® Stacking Model #1540-521 units each contain two vertically arranged openings per unit.



3.2 Engineered Opening:

The FVs comply with the design principle noted in Section 2.7.2.2 and Section 2.7.3 of ASCE/SEI 24-14 [Section 2.6.2.2 of ASCE/SEI 24-05 (2012, 2009, 2006 IBC and IRC)] for a maximum rate of rise and fall of 5.0 feet per hour (0.423 mm/s). In order to comply with the engineered opening requirement of ASCE/SEI 24, Smart Vent FVs must be installed in accordance with Section 4.0.

3.3 Ventilation:

The SmartVENT® Model #1540-510 and SmartVENT® Overhead Door Model #1540-514 both have screen covers with 1/4-inch-by-1/4-inch (6.35 by 6.35 mm) openings, yielding 51 square inches (32 903 mm²) of net free area to supply natural ventilation. The SmartVENT® Stacking Model #1540-511 consists of two Model #1540-510 units in one assembly, and provides 102 square inches (65 806 mm²) of net free area to supply natural ventilation. Other FVs described in this report do not offer natural ventilation.

3.4 Flood Vent Sealing Kit:

The Flood Vent Sealing Kit Model #1540-526 is used with SmartVENT® Model #1540-520. It is a Homasote 440 Sound Barrier® (ESR-1374) insert with 21 – 2-inch-by-2-inch (51 mm x 51 mm) squares cut in it. See Figure 4.

4.0 DESIGN AND INSTALLATION

4.1 SmartVENT® and FloodVENT®:

SmartVENT® and FloodVENT® are designed to be installed into walls or overhead doors of existing or new construction from the exterior side. Installation of the vents must be in accordance with the manufacturer's instructions, the applicable code, and this report. Installation clips allow mounting in masonry and concrete walls of any thickness. In order to comply with the engineered opening design principle noted in Section 2.7.2.2 and 2.7.3 of ASCE/SEI 24-14 [Section 2.6.2.2 of ASCE/SEI 24-05 (2012, 2009, 2006 IBC and IRC)], the Smart Vent® FVs must be installed as follows:

- With a minimum of two openings on different sides of each enclosed area.
- With a minimum of one FV for every 200 square feet (18.6 m²) of enclosed area, except that the SmartVENT® Stacking Model #1540-511 and FloodVENT® Stacking Model #1540-521 must be installed with a minimum of one FV for every 400 square feet (37.2 m²) of enclosed area.
- Below the base flood elevation.
- With the bottom of the FV located a maximum of 12 inches (305.4 mm) above the higher of the final grade or floor and finished exterior grade immediately under each opening.

4.2 Flood Vent Sealing Kit

The Flood Vent Sealing Kit Model 1540-526 is used in conjunction with FloodVENT® Model #1540-520. When installed and tested in accordance with ASTM E283, the FV and Flood Vent Sealing Kit assembly have an air leakage rate of less than 0.2 cubic feet per minute per lineal foot (18.56 l/min per lineal meter) at a pressure differential of 1 pound per square foot (50 Pa) based on 12.58 lineal feet (3.8 lineal meters) contained by the Flood Vent Sealing Kit.

5.0 CONDITIONS OF USE:

The Smart Vent® FVs described in this report comply with, or are suitable alternatives to what is specified in, those codes listed in Section 1.0 of this report, subject to the following conditions:

- 5.1 The Smart Vent® FVs must be installed in accordance with this report, the applicable code and the manufacturer's installation instructions. In the event of a conflict, the instructions in this report govern.
- 5.2 The Smart Vent® FVs must not be used in the place of "breakaway walls" in coastal high hazard areas, but are permitted for use in conjunction with breakaway walls in other areas.

6.0 EVIDENCE SUBMITTED

- 6.1 Data in accordance with the ICC-ES Acceptance Criteria for Mechanically Operated Flood Vents (AC364), dated August 2015 (editorially revised February 2024).
- 6.2 Test report on air infiltration in accordance with ASTM E283.

7.0 IDENTIFICATION

- 7.1 The ICC-ES mark of conformity, electronic labeling, or the evaluation report number (ICC-ES ESR-2074) along with the name, registered trademark, or registered logo of the report holder must be included in the product label.
- 7.2 The Smart VENT® models and the Flood Vent Sealing Kit described in this report must be identified by a label bearing the manufacturer's name (Smartvent Products, Inc.), the model number, and the evaluation report number (ESR-2074).
- 7.3 The report holder's contact information is the following:

SMART VENT PRODUCTS, INC.
19 MANTUA ROAD
MOUNT ROYAL, NEW JERSEY 08061
(877) 441-8368
www.smartvent.com
info@smartvent.com

TABLE 1—MODEL SIZES

MODEL NAME	MODEL NUMBER	MODEL SIZE (in.)	COVERAGE ¹ (ft ²)
FloodVENT®	1540-520	15 ³ / ₄ " X 7 ³ / ₄ "	200
SmartVENT®	1540-510	15 ³ / ₄ " X 7 ³ / ₄ "	200
FloodVENT® Overhead Door	1540-524	15 ³ / ₄ " X 7 ³ / ₄ "	200
SmartVENT® Overhead Door	1540-514	15 ³ / ₄ " X 7 ³ / ₄ "	200
Wood Wall FloodVENT®	1540-570	14" X 8 ³ / ₄ "	200
Wood Wall FloodVENT® Overhead Door	1540-574	14" X 8 ³ / ₄ "	200
SmartVENT® Stacker	1540-511	16" X 16"	400
FloodVent® Stacker	1540-521	16" X 16"	400

For SI: 1 inch = 25.4 mm; 1 square foot = m²

¹The coverage area in square feet for each model is equivalent to the performance of the same number of square inches of non-engineered openings.

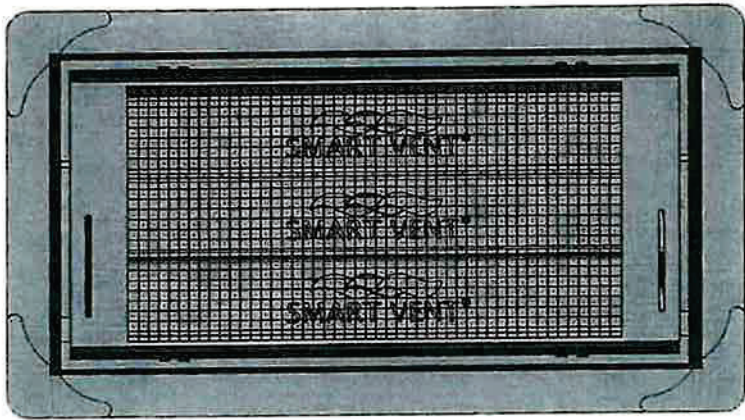


FIGURE 1—SMART VENT: MODEL 1540-510

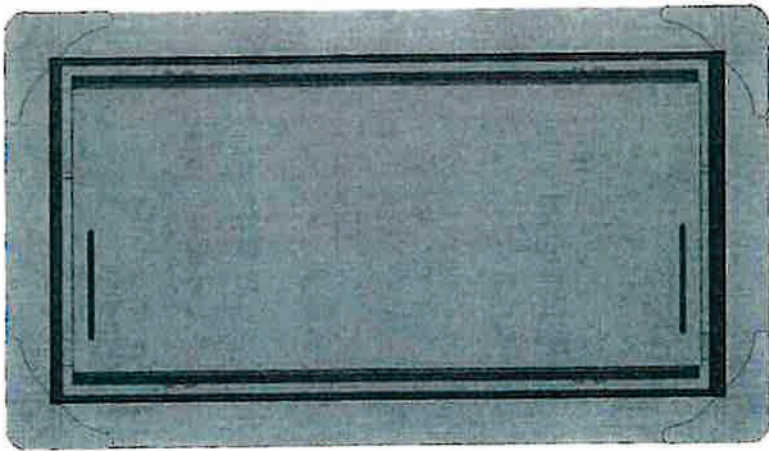


FIGURE 2—SMART VENT MODEL 1540-520

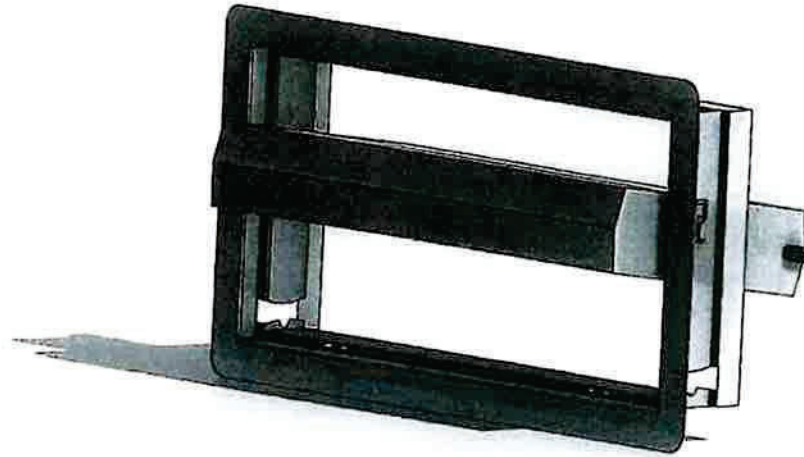


FIGURE 3—SMART VENT: SHOWN WITH FLOOD DOOR PIVOTED OPEN

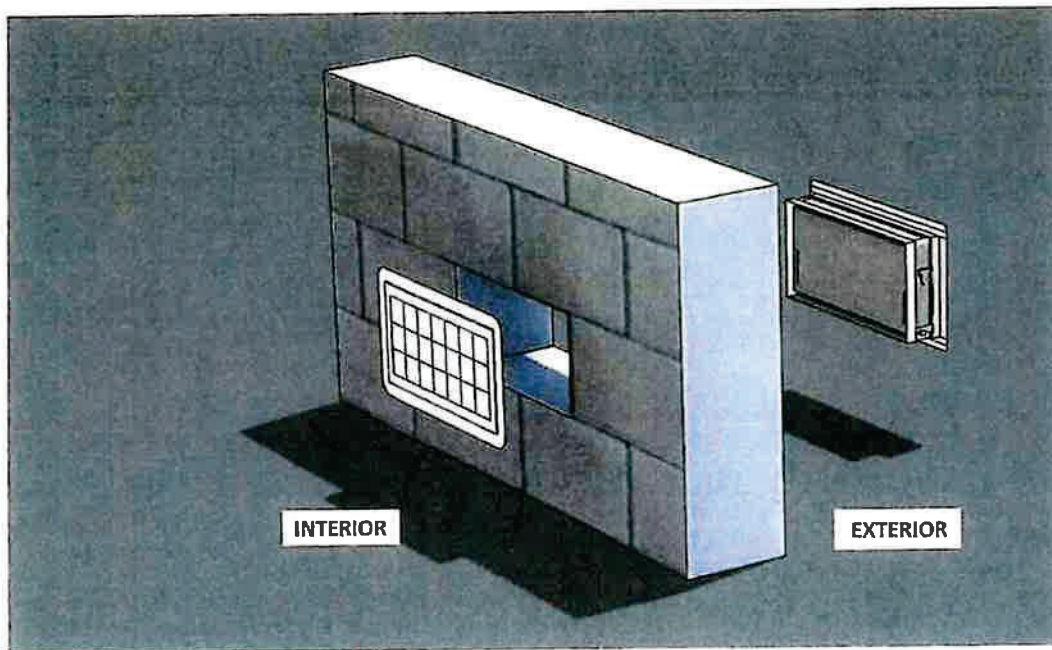


FIGURE 4—FLOOD VENT SEALING KIT



ICC-ES Evaluation Report

ESR-2074 CA Supplement

Reissued February 2025

This report is subject to renewal February 2027.

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A Subsidiary of the International Code Council®

DIVISION: 08 00 00—OPENINGS

Section: 08 95 43—Vents/Foundation Flood Vents

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that Smart Vent® Automatic Foundation Flood Vents, described in ICC-ES evaluation report ESR-2074, have also been evaluated for compliance with codes noted below.

Applicable code editions:

- 2022 California Building Code (CBC)

For evaluation of applicable chapters adopted by the California Office of Statewide Health Planning and Development (OSHPD) AKA: California Department of Health Care Access and Information (HCAI) and the Division of State Architect (DSA), see Sections 2.1.1 and 2.1.2 below.

- 2022 California Residential Code (CRC)

2.0 CONCLUSIONS

2.1 CBC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with CBC Chapter 12, provided the design and installation are in accordance with the 2021 *International Building Code*® (IBC) provisions noted in the evaluation report and the additional requirements of CBC Chapters 12 and 16, as applicable.

2.1.1 OSHPD:

The applicable OSHPD Sections and Chapters of the CBC are beyond the scope of this supplement.

2.1.2 DSA:

The applicable DSA Sections and Chapters of the CBC are beyond the scope of this supplement.

2.2 CRC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with the CRC, provided the design and installation are in accordance with the 2021 *International Residential Code*® (IRC) provisions noted in the evaluation report.

This supplement expires concurrently with the evaluation report, reissued February 2025.

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Page 6 of 7



ICC-ES Evaluation Report

ESR-2074 FL Supplement

Reissued February 2025

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A Subsidiary of the International Code Council®

DIVISION: 08 00 00—OPENINGS

Section: 08 95 43—Vents/Foundation Flood Vents

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that Smart Vent® Automatic Foundation Flood Vents, described in ICC-ES evaluation report ESR-2074, have also been evaluated for compliance with the codes noted below.

Applicable code editions:

- 2023 Florida Building Code—Building
- 2023 Florida Building Code—Residential

2.0 CONCLUSIONS

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with the *Florida Building Code—Building* and the *Florida Building Code—Residential*, provided the design requirements must be determined in accordance with the *Florida Building Code—Building* or the *Florida Building Code—Residential*, as applicable. The installation requirements noted in ICC-ES evaluation report ESR-2074 for 2021 *International Building Code*® meet the requirements of the *Florida Building Code—Building* or the *Florida Building Code—Residential*, as applicable.

Use of the Smart Vent® Automatic Foundation Flood Vents has also been found to be in compliance with the High-Velocity Hurricane Zone provisions of the *Florida Building Code—Building* and the *Florida Building Code—Residential*.

For products falling under Florida Rule 61G20-3, verification that the report holder's quality assurance program is audited by a quality assurance entity approved by the Florida Building Commission for the type of inspections being conducted is the responsibility of an approved validation entity (or the code official when the report holder does not possess an approval by the Commission).

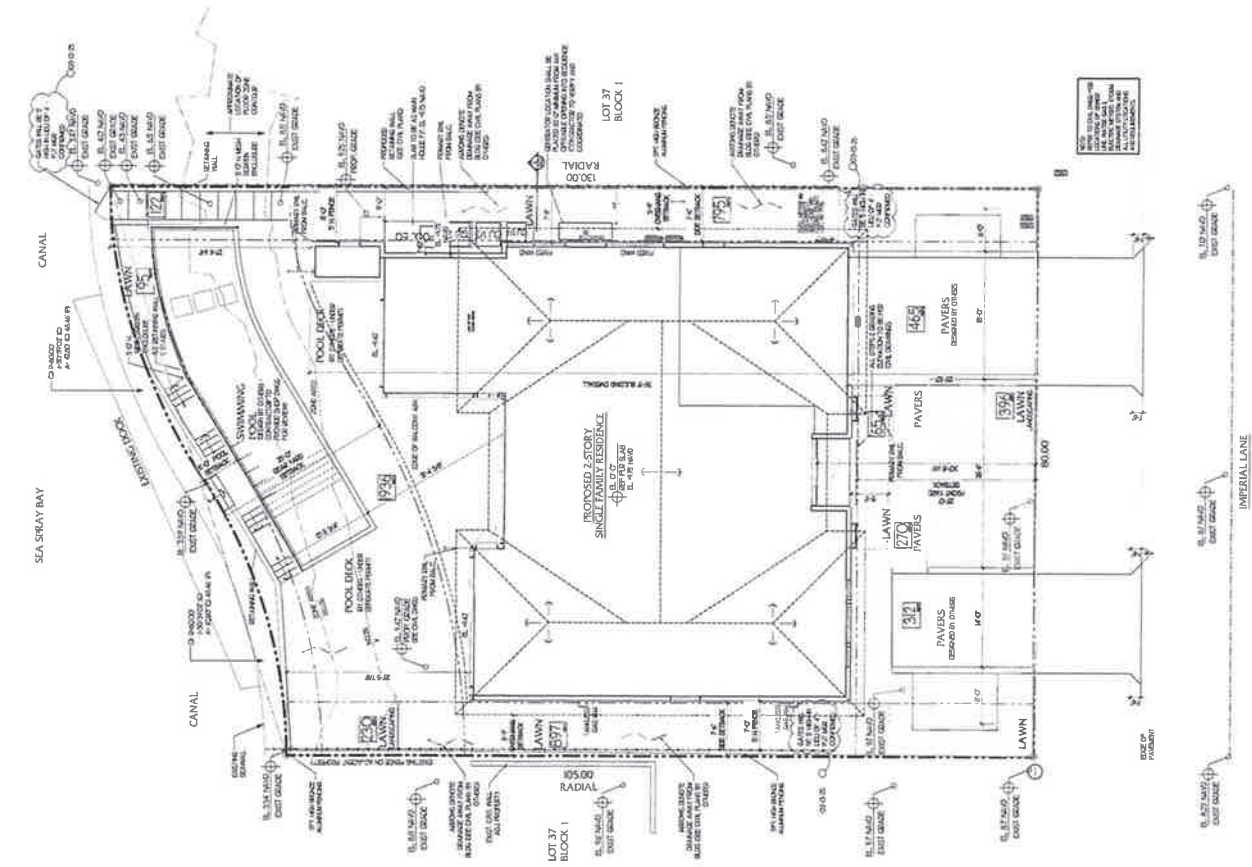
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Page 7 of 7

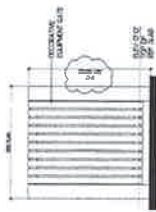


9/19/2024

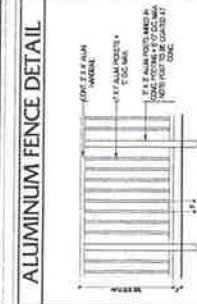
VICINITY MAP



ALUMINUM GATE DETAIL



ALUMINUM FENCE DETAIL



GRADE DETERMINATION

GRADE - 0.75 NAD
BASED ON SECTION 2.1 (B) - CITY ADOPTED GRADE AS BEING
MEASURED EIGHTEEN INCHES ABOVE THE CROWN OF ROAD.

LOT AREA CALCULATION

LOT	AREA	PERCENT
LOT 37	1,000.00 SQ. FT.	100.00%
LOT 38	1,000.00 SQ. FT.	100.00%
LOT 39	1,000.00 SQ. FT.	100.00%
LOT 40	1,000.00 SQ. FT.	100.00%

SITE NOTES

- SEE ATTACHED SHEET FOR LEGAL DESCRIPTION
- VERIFY PROPERTY LINE DIMENSIONS WITH SURVEY
- VERIFY ALL UTILITIES AND PLANS FOR ANY ADDITIONAL INFORMATION REGARDING PROPOSED DEVELOPMENT
- VERIFY ALL UTILITIES AND DESIGN AND ANY OTHER SITE SPECIFIC INFORMATION
- VERIFY ALL UTILITIES AND DESIGN AND ANY OTHER SITE SPECIFIC INFORMATION

SITE PLAN

Project Number: 21011
Phillips Residence
228 Imperial Lane,
Lauderdale by the Sea, FL 33308

AFINITY
6100 Broken Sound Pkwy, NW - Suite B - Boca Raton FL - 33487
561.750.0445 AFINITYARCHITECTS.COM

Revisions

Rev	Comments	Date
01	Comments - 03.07.22	03.07.22
02	Comments - 04.26.22	04.26.22
03	Comments - 06.08.22	06.08.22
04	Comments - 08.12.22	08.12.22
05	Comments - 10.02.22	10.02.22
06	Comments - 04.09.24	04.09.24
07	Comments - 11.02.24	11.02.24
08	Comments - 03.05.25	03.05.25

Date: 02/12/2025
Drawn: [Name]
Date: [Date]
Scale: [Scale]

A1

APPLICATION NUMBER:**APPLICANT NARRATIVE****ADDRESS: 228 Imperial Lane, Lauderdale by the Sea****REQUEST: Administrative Variance for Generator encroaching 12" into side yard****EXPLANATION: Due to generator size and manufacturer specifications and fire safety code the generator encroaches 12" into the side yard when complying with these specifications.****Criteria and Analysis**

Section 30-128 of the Town Code states that an encroachment into the required setbacks shall be approved if the requested relief is within the limits specified in the Administrative Adjustments Thresholds Table and the decision maker finds that there is competent substantial evidence in the record that all of the following standards are met:

- a. The Administrative Adjustment does not result in an increase in allowable density;

Applicant response: no it does not

- b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;

Applicant response: no it does not

- c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;

Applicant response: no it does not

- d. The Administrative Adjustment furthers a minimum of one of the following conditions:

- i. Required to compensate for some unusual aspect of the development site or the proposed development; or

Applicant Response: manufacturer requirements for spacing for safe operation and servicing in case of emergency and complying with the towns fire safety requirements on spacing next to the home.

APPLICATION NUMBER:

- ii. Supports an objective from the purpose statements of the zoning district where located; or

Applicant Response: Provides backup power services to residence in case of emergency

- iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
- iv. Supports Mid-Century Modern Architecture; or
- v. Utilized to create a view corridor or other benefit to the Community; or
- vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
- vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or
- viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.

Applicant response: VI and VIII – this is my understanding but not 100% clear as we have a detached item required to meet the legal fire safety requirements and manufacturer requirements

- e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,

Applicant response: correct – poses no danger to the public and does not affect any adjacent lands – none of the above

- f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.

Applicant response: I believe this would be a yes answer – does not compromise or make the home incompatible or out of character with this adjustment.

LAUDERDALE • BY • THE • SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2



4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

For Administrative Purpose Only

Application Number: _____ 2025-WL2-PA-03

BTR #: _____

Date Application Submitted: _____ 05/27/2025

Date Application Found Complete: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____ \$400.00

Cost Recovery Fee: _____

LAUDERDALE • BY • THE • SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2

In accordance with Town Code Section 30-128, a Level 2 Administrative Adjustment may be requested for:

- Setback adjustments up to 30% or 5 feet, whichever is less
- Overhangs, roof cornices and eaves and exterior balconies and all other requests up to five (5) feet, whichever is less
- More than three (3) parking spaces or more than 10% of the minimum parking requirement (for residential zoning districts only)

SECTION A: PROJECT DETAILS

Project Name: Phillips Residence

Code Section from which Administrative Adjustment is sought: D # i, ii

SECTION B: ITEMS FOR SUBMITTAL

Note: Please submit digital copies with the hard copy application via email or thumb drive

- The Fee for Administrative Adjustment Level 2 + Deposit (See Fee Schedule) \$400 ATTACHED.
- A description of the request GENERATOR REQUEST APPROVAL ENCRACHING
- Two (2) current surveys, signed and sealed. APPROX. 1'-0" INTO SETBACK.
- Two (2) hard copies of a sketch that identifies the following:
 - All improvements and structures on the subject parcel
 - Proposed improvements which necessitates the adjustment
 - Distance of improvement from property line
 - Overhang distance from the building
- For parking reductions, submit a parking report that identifies the following:
 - Available parking within distance to the subject property
 - Pedestrian public route(s) from public parking to subject parking
- For building adjustments, explain how the administrative adjustment request meets the criteria as established in Town Code Section 30-128 (see Section C)

SECTION C: CRITERIA FOR APPROVAL

Section 30-128 of the Code of Ordinances states an Administrative Adjustment to Building Standards shall be approved only if all of the following standards are met:

- a) The Administrative Adjustment does not result in an increase in allowable density.
- b) The Administrative Adjustment does not provide for building height that exceeds the zoning code standards.
- c) In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way.
- d) The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves, or exterior balconies; or
 - viii. Required for an expansion, addition, or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
- e) The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands and will not pose a danger to the public health or safety.
- f) The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.
- g) Any adverse impacts, including but not limited to reductions in view corridors, resulting from the administrative Adjustment will be mitigated to the maximum extent practicable.
- h) The Administrative Adjustment is consistent with the comprehensive plan.
- i) An administrative adjustment to parking standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.

If a resubmittal is requested, please submit the amended documents, the previous comments received from the Town, and the applicant's response to those comments.

Need assistance or clarification?
Please contact us at (954)-640-4210 or email Zoning@lbts-fl.gov



LAUDERDALE•BY•THE•SEA

Universal Development Application

MAY 27 '25 15:43



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: _____

BTR #: _____

Date Application Submitted: _____

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

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 _____ | ☐ Right-of-Way Vacation |
| ☐ Conditional Use Modification _____ | ☐ Comprehensive Plan Amendment |
| ☒ Administrative Adjustment <u>LEVEL 2</u> | ☐ Payment in Lieu of Parking |
| ☐ Variance _____ | ☐ Parking Reduction _____ |
| ☐ Plat _____ | ☐ Other: _____ |
| ☐ Architectural Review _____ | |

Project Name: Phillips Residence

Folio Numbers: 4943 18 04 0390

Street Address: 228 Imperial Lane

Legal Description: LAUDERDALE SURF & YACHT ESTATES 22-46 B LOT 37 BLK 1

Name of Property Owner: Scott and Rosa Phillips Property Owner's Phone #: 412-680-1394

Address of Property Owner: 228 Imperial Lane, Lauderdale by the Sea, FL 33308

Property Owner's Email Address: scott@phillips.bz

Name of Applicant: Scott Phillips Applicant's Phone #: 412-680-1394

Applicant's Address: 228 Imperial Lane, Lauderdale by the Sea, FL 33308

Applicant Email Address: scott@phillips.bz

Name of Agent (e.g. Contractor Representing the Project): James M. Barron

Agent's Email Address: jim@barrondevelopment.com Agent's Phone #: 954-249-4250

Agent's Address: 2890 Marina Mile Blvd Ste 115, Ft Lauderdale, FL 33312

Land Use Plan Designation: _____ Zoning District: _____

Existing Use of the Subject Property: Single family residence

Proposed Use of the Subject Property: Single family residence

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

I _____ (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: SCOTT PHILLIPS Date: 5/23/25

Signature of Property Owner: Scott Phillips

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: Scott Phillips Date: 5/23/25

Signature of Property Owner: Scott Phillips

State of Florida:

County:

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this day 23 of MAY, 20 25

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

Print Notary Name: CINDY CORREA

Notary Signature: Cindy Correa



Applicant

Print Name of Property Owner: Scott Phillips Date: 5/23/25

Signature of Property Owner: Scott Phillips

State of Florida:

County:



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

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

Print Notary Name: CINDY CORREA My Commission Expires: _____

Notary Signature: Cindy Correa





PINNELL SURVEY, INC.

5300 W. HILLSBORO BLVD., SUITE 215-A COCONUT CREEK, FLORIDA 33073
PHONE(954)418-4940 FAX(954)418-4941 EMAIL: order@sfland.net
CERTIFICATE NO.: LB6857

SURVEY ADDRESS:

228 IMPERIAL LANE
LAUDERDALE BY THE SEA, FLORIDA 33308

CERTIFY TO:

1. ROSA AND SCOTT PHILLIPS

FLOOD ZONE & ELEVATIONS:

FLOOD ZONE: X / X(0.2%) / AE
BASE FLOOD ELEVATION: 6' / 7'
CONTROL PANEL NO.: 125123-0386-J
DATE OF FIRM INDEX: 07/31/24

REFERENCE BENCHMARK: CITY OF FORT
LAUDERDALE B.M. @ DUPONT BOULEVARD
AND ALLEY S. OF COMMERCIAL BOULEVARD
ELEVATION = 5.598' (NGVD 1929)
ELEVATION = 4.013' (NAVD 1988)

POTENTIAL ENCROACHMENTS:

1. RETAINING WALL CROSSES OVER THE EASTERLY PROPERTY LINE.

LEGAL DESCRIPTION:

LOT 37, BLOCK 1, OF "LAUDERDALE SURF & YACHT ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22,
AT PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGEND & ABBREVIATIONS:

A	= ARC	D.E.	= DRAINAGE EASEMENT	P.C.	= POINT OF CURVATURE
A/C	= AIR CONDITIONER	ELEV.	= ELEVATION	P.E.	= POOL EQUIPMENT
A.E.	= ANCHOR EASEMENT	E.S.	= ELECTRIC SERVICE	P.I.	= POINT OF INTERSECTION
B.M.	= BENCHMARK	F.P. & L.	= FLORIDA POWER & LIGHT	P.R.C.	= POINT OF REVERSE CURVE
B.C.R.	= BROWARD COUNTY RECORDS	L.B.	= LICENSED BUSINESS	P.O.B.	= POINT OF BEGINNING
C.B.S.	= CONCRETE BLOCK STRUCTURE	L.P.	= LIGHT POLE	P.O.C.	= POINT OF COMMENCEMENT
CHATT.	= CHATTAHOOCHEE	M.H.	= MANHOLE	P.P.	= POWER POLE
C.O.	= CLEANOUT	(M)	= MEASURED	R	= RADIUS
CONC.	= CONCRETE	NAVD	= NORTH AMERICAN VERTICAL DATUM	R/W	= RIGHT-OF-WAY
C.L.F.	= CHAIN LINK FENCE	NGVD	= NATIONAL GEODETIC VERTICAL DATUM	T	= TANGENT
C.L.P.	= CONCRETE LIGHT POLE	NO.	= NUMBER	(TYP.)	= TYPICAL
(C)	= CALCULATED	O.H.	= OVERHANG	U.E.	= UTILITY EASEMENT
C.B.	= CHORD BEARING	O.R.B.	= OFFICIAL RECORDS BOOK	W.F.	= WOOD FENCE
C.R.	= CABLE RISER	O/S	= OFFSET	W.M.	= WATER METER
(D)	= DEED	(P)	= PLAT	Δ	= DELTA OR CENTRAL ANGLE
D.B.	= DEED BOOK	P.B.C.R.	= PALM BEACH COUNTY RECORDS	$\oplus$	= CENTERLINE
M-D.C.R.	= MIAMI-DADE COUNTY RECORDS	P.B.	= PLAT BOOK	∇	= ELEVATION

GENERAL NOTES:

1. TYPE OF SURVEY: BOUNDARY
2. IF THIS SURVEY HAS BEEN REVISED AS INDICATED IN THE REVISION BOX SHOWN HEREON, THEN ANY AND ALL PREVIOUS VERSIONS OF THIS SURVEY PREPARED BY PINNELL SURVEY, INC. ARE NULL & VOID.
3. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD BY PINNELL SURVEY, INC. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY, FOR WHICH THE SUBJECT PROPERTY IS LOCATED IN.
4. UNLESS OTHERWISE NOTED, FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS.
5. ELEVATIONS SHOWN HEREON (IF ANY) ARE RELATIVE TO NAVD 1988, UNLESS OTHERWISE NOTED.
6. UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED.
7. FENCE AND WALL OWNERSHIP IS NOT DETERMINED.
8. THIS DRAWING IS THE PROPERTY OF PINNELL SURVEY, INC. AND SHALL NOT BE USED OR REPRODUCED, WHOLE OR IN PART WITHOUT WRITTEN PERMISSION & AUTHORIZATION FROM PINNELL SURVEY, INC.
9. ALL EASEMENTS SHOWN ON THE ATTACHED DRAWING ARE PER THE RECORD PLAT (UNLESS OTHERWISE NOTED).
10. REFERENCE BENCHMARK ELEVATION DATUM WAS CONVERTED FROM NGVD 1929 TO NAVD 1988 USING CORPSCON 6.0.1.

CERTIFICATION:

THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE SET OR FOUND MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE UNDER RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, UNLESS IT IS ELECTRONICALLY SIGNED AND SEALED.

5/1/25

JASON H. PINNELL
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5734, STATE OF FLORIDA

FINAL SURVEY (25-0710)	04/22/25	K.M.
UPDATE SURVEY & ELEVATIONS (25-0295)	02/18/25	K.M.
POOL SPOT SURVEY (23-1358)	08/18/23	S.A.
SPOT SURVEY (22-2245)	11/09/22	S.A.
FORM BOARD SURVEY (22-2179)	10/29/22	J.P.
UPDATE SURVEY & ADD SITE ELEVATIONS (21-1050)	05/18/21	K.M.
REVISIONS	DATE	CHK'D BY

SKETCH NO.: 07-2807

DATE OF SURVEY: 11/16/07

CHECKED BY: S.A.

FIELD BOOK/PAGE: 289/74, FILE

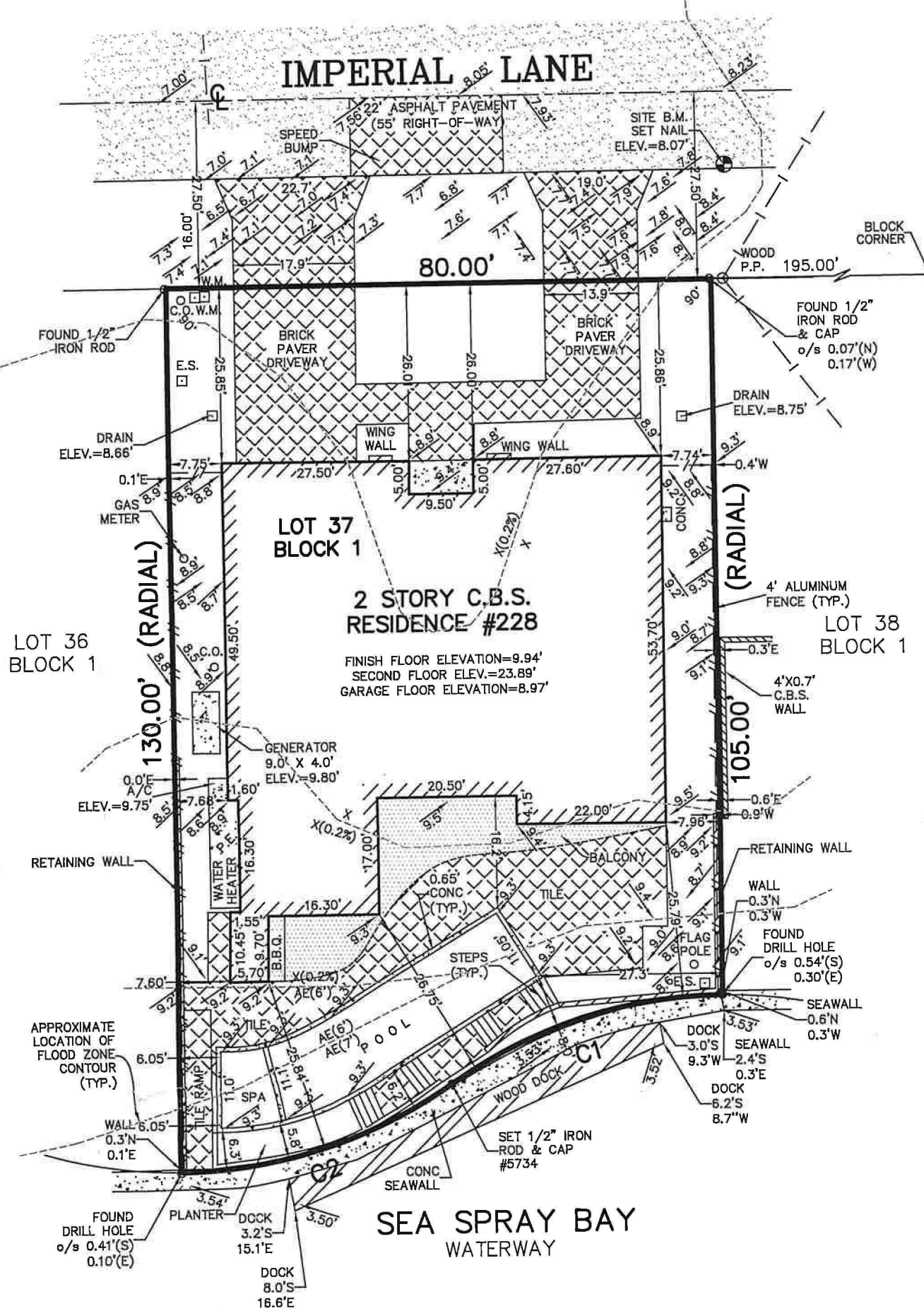
SIDE 1 OF 2

C1: R=80.00'(P) 70.25'(C)
Δ=34°42'29"(C)
A=48.46'(P) 42.56'(C)

C2: R=80.00'(P) 70.25'(C)
Δ=34°42'29"(C)
A=48.46'(P) 42.56'(C)



THOMAS WAY



SCALE: 1" = 20'	SKETCH NO.: 07-2807
DRAWN BY: K.W.	SIDE 2 OF 2

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB Control No. 1660-0008
Expiration Date: 06/30/2026

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION	FOR INSURANCE COMPANY USE
A1. Building Owner's Name: <u>ROSA AND SCOTT PHILLIPS</u>	Policy Number: _____
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: <u>228 IMPERIAL LANE</u>	Company NAIC Number: _____
City: <u>LAUDERDALE BY THE SEA</u> State: <u>FL</u> ZIP Code: <u>33308</u>	
A3. Property Description (e.g., Lot and Block Numbers or Legal Description) and/or Tax Parcel Number: <u>LOT 37, BLOCK 1, PLAT BOOK 22, PAGE 46, B.C.R. (ID# 4943 18 04 0390)</u>	
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): <u>RESIDENTIAL</u>	
A5. Latitude/Longitude: Lat. <u>26.183821°</u> Long. <u>-80.098823°</u> Horiz. Datum: ☐ NAD 1927 ☐ NAD 1983 ☒ WGS 84	
A6. Attach at least two and when possible four clear color photographs (one for each side) of the building (see Form pages 7 and 8).	
A7. Building Diagram Number: <u>1A</u>	
A8. For a building with a crawlspace or enclosure(s): a) Square footage of crawlspace or enclosure(s): <u>N/A</u> sq. ft. b) Is there at least one permanent flood opening on two different sides of each enclosed area? ☐ Yes ☐ No ☒ N/A c) Enter number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>N/A</u> Engineered flood openings: <u>N/A</u> d) Total net open area of non-engineered flood openings in A8.c: <u>N/A</u> sq. in. e) Total rated area of engineered flood openings in A8.c (attach documentation – see Instructions): <u>N/A</u> sq. ft. f) Sum of A8.d and A8.e rated area (if applicable – see Instructions): <u>N/A</u> sq. ft.	
A9. For a building with an attached garage: a) Square footage of attached garage: <u>590</u> sq. ft. b) Is there at least one permanent flood opening on two different sides of the attached garage? ☐ Yes ☒ No ☐ N/A c) Enter number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade: Non-engineered flood openings: <u>0</u> Engineered flood openings: <u>2</u> d) Total net open area of non-engineered flood openings in A9.c: <u>0</u> sq. in. e) Total rated area of engineered flood openings in A9.c (attach documentation – see Instructions): <u>400</u> sq. ft. f) Sum of A9.d and A9.e rated area (if applicable – see Instructions): <u>0</u> sq. ft.	
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION	
B1.a. NFIP Community Name: <u>LAUDERDALE BY THE SEA</u>	B1.b. NFIP Community Identification Number: <u>125123</u>
B2. County Name: <u>BROWARD</u>	B3. State: <u>FL</u> B4. Map/Panel No.: <u>12011C0386</u> B5. Suffix: <u>J</u>
B6. FIRM Index Date: <u>07/31/2024</u>	B7. FIRM Panel Effective/Revised Date: <u>07/31/2024</u>
B8. Flood Zone(s): <u>X / X(0.2%)</u>	B9. Base Flood Elevation(s) (BFE) (Zone AO, use Base Flood Depth): <u>N/A</u>
B10. Indicate the source of the BFE data or Base Flood Depth entered in Item B9: ☐ FIS ☒ FIRM ☐ Community Determined ☐ Other: _____	
B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____	
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No Designation Date: <u>N/A</u> ☐ CBRS ☐ OPA	
B13. Is the building located seaward of the Limit of Moderate Wave Action (LiMWA)? ☐ Yes ☒ No	

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
228 IMPERIAL LANE

City: LAUDERDALE BY THE SEA State: FL ZIP Code: 33308

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION E – BUILDING MEASUREMENT INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO, ZONE AR/AO, AND ZONE A (WITHOUT BFE)

For Zones AO, AR/AO, and A (without BFE), complete Items E1–E5. For Items E1–E4, use natural grade, if available. If the Certificate is intended to support a Letter of Map Change request, complete Sections A, B, and C. Check the measurement used. In Puerto Rico only, enter meters.

Building measurements are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

E1. Provide measurements (C.2.a in applicable Building Diagram) for the following and check the appropriate boxes to show whether the measurement is above or below the natural HAG and the LAG.

a) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (C2.b in applicable Building Diagram) of the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is: _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without BFE) or Zone AO must sign here. *The statements in Sections A, B, and E are correct to the best of my knowledge*

☐ Check here if attachments and describe in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:

228 IMPERIAL LANE

City: LAUDERDALE BY THE SEA State: FL ZIP Code: 33308

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

SECTION H – BUILDING'S FIRST FLOOR HEIGHT INFORMATION FOR ALL ZONES (SURVEY NOT REQUIRED) (FOR INSURANCE PURPOSES ONLY)

The property owner, owner's authorized representative, or local floodplain management official may complete Section H for all flood zones to determine the building's first floor height for insurance purposes. Sections A, B, and I must also be completed. Enter heights to the nearest tenth of a foot (nearest tenth of a meter in Puerto Rico). **Reference the Foundation Type Diagrams (at the end of Section H Instructions) and the appropriate Building Diagrams (at the end of Section I Instructions) to complete this section.**

H1. Provide the height of the top of the floor (as indicated in Foundation Type Diagrams) above the Lowest Adjacent Grade (LAG):

a) For Building Diagrams 1A, 1B, 3, and 5–8. Top of bottom _____ ☐ feet ☐ meters ☐ above the LAG
floor (include above-grade floors only for buildings with
crawlspaces or enclosure floors) is:

b) For Building Diagrams 2A, 2B, 4, and 6–9. Top of next _____ ☐ feet ☐ meters ☐ above the LAG
higher floor (i.e., the floor above basement, crawlspace, or
enclosure floor) is:

H2. Is **all** Machinery and Equipment servicing the building (as listed in Item H2 instructions) elevated to or above the floor indicated by the H2 arrow (shown in the Foundation Type Diagrams at end of Section H instructions) for the appropriate Building Diagram?

☐ Yes ☐ No

SECTION I – PROPERTY OWNER (OR OWNER'S AUTHORIZED REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and H must sign here. *The statements in Sections A, B, and H are correct to the best of my knowledge.* **Note:** If the local floodplain management official completed Section H, they should indicate in Item G2.b and sign Section G.

☐ Check here if attachments are provided (including required photos) and describe each attachment in the Comments area.

Property Owner or Owner's Authorized Representative Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Ext.: _____ Email: _____

Signature: _____ Date: _____

Comments:

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11
BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
228 IMPERIAL LANE

City: LAUDERDALE BY THE SEA State: FL ZIP Code: 33308

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo One

Photo One Caption: FRONT VIEW

04/22/25

Clear Photo One



Photo Two

Photo Two Caption: RIGHT SIDE VIEW

04/22/25

Clear Photo Two

ELEVATION CERTIFICATE
IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON INSTRUCTION PAGES 1-11
BUILDING PHOTOGRAPHS

Continuation Page

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
228 IMPERIAL LANE

City: LAUDERDALE BY THE SEA State: FL ZIP Code: 33308

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Insert the third and fourth photographs below. Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.



Photo Three

Photo Three Caption: **LEFT SIDE VIEW**

04/22/25

Clear Photo Three



Photo Four

Photo Four Caption: **REAR VIEW**

04/22/25

Clear Photo Four

MAY 1ST, 2025



PINNELL
SURVEY, INC.

Pinnell Survey, Inc.
5300 W. Hillsboro Blvd., Suite 215-A
Coconut Creek, FL 33073
Ph: 954-418-4940
order@sfland.net

Property Address: 228 IMPERIAL LANE LAUDERDALE BY THE SEA, FLORIDA 33308
RE: Extra Photos for Elevation Certificate



2 SMART VENTS MODEL 1540-510 =

200 SQ. FT. OF COVERAGE PER VENT
TOTAL NET AREA = **400 SQ. FT. OF
COVERAGE**



Most Widely Accepted and Trusted

ICC-ES Evaluation Report

ESR-2074

Reissued 02/2025

ICC-ES | (800) 423-6587 | (562) 699-0543 | www.icc-es.org

This report is subject to renewal 02/2027.

DIVISION: 08 00 00—OPENINGS

SECTION: 08 95 43—VENTS/FOUNDATION FLOOD VENTS

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

**SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520;
#1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526**



*"2014 Recipient of Prestigious Western States Seismic Policy Council
(WSSPC) Award in Excellence"*



ICC-ES Evaluation Reports are not to be construed as representing aesthetics or any other attributes not specifically addressed, nor are they to be construed as an endorsement of the subject of the report or a recommendation for its use. There is no warranty by ICC Evaluation Service, LLC, express or implied, as to any finding or other matter in this report, or as to any product covered by the report.



ICC-ES Evaluation Report

ESR-2074

Reissued February 2025

This report also contains:

- CA Supplement

Subject to renewal February 2027

- FL Supplement

ICC-ES Evaluation Reports are not to be construed as representing aesthetics or any other attributes not specifically addressed, nor are they to be construed as an endorsement of the subject of the report or a recommendation for its use. There is no warranty by ICC Evaluation Service, LLC, express or implied, as to any finding or other matter in this report, or as to any product covered by the report.

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DIVISION: 08 00 00— OPENINGS Section: 08 95 43— Vents/Foundation Flood Vents	REPORT HOLDER: SMART VENT PRODUCTS, INC.	EVALUATION SUBJECT: SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540- 520; #1540-521; #1540- 510; #1540-511; #1540- 570; #1540-574; #1540- 524; #1540-514 FLOOD VENT SEALING KIT #1540-526	
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1.0 EVALUATION SCOPE

Compliance with the following codes:

- 2024, 2021, 2018, 2015, 2012, 2009 and 2006 [International Building Code® \(IBC\)](#)
- 2024, 2021, 2018, 2015, 2012, 2009 and 2006 [International Residential Code® \(IRC\)](#)
- 2024, 2021 and 2018 [International Energy Conservation Code® \(IECC\)](#)
- 2013 Abu Dhabi International Building Code (ADIBC)[†]

[†]The ADIBC is based on the 2009 IBC. 2009 IBC code sections referenced in this report are the same sections in the ADIBC.

Properties evaluated:

- Physical operation
- Water flow

2.0 USES

The Smart Vent® units are engineered mechanically operated flood vents (FVs) employed to equalize hydrostatic pressure on walls of enclosures subject to rising or falling flood waters. Certain models also allow natural ventilation.

3.0 DESCRIPTION

3.1 General:

When subjected to rising water, the Smart Vent® FVs internal floats are activated, then pivot open to allow flow in either direction to equalize water level and hydrostatic pressure from one side of the foundation to the other. The FV pivoting door is normally held in the closed position by a buoyant release device. When subjected to rising water, the buoyant release device causes the unit to unlatch, allowing the door to rotate out of the way and allow flow. The water level stabilizes, equalizing the lateral forces. Each unit is fabricated from stainless steel. Smart Vent® Automatic Foundation Flood Vents are available in various models and sizes as described in [Table 1](#). The SmartVENT® Stacking Model #1540-511 and FloodVENT® Stacking Model #1540-521 units each contain two vertically arranged openings per unit.

3.2 Engineered Opening:

The FVs comply with the design principle noted in Section 2.7.2.2 and Section 2.7.3 of ASCE/SEI 24-14 [Section 2.6.2.2 of ASCE/SEI 24-05 (2012, 2009, 2006 IBC and IRC)] for a maximum rate of rise and fall of 5.0 feet per hour (0.423 mm/s). In order to comply with the engineered opening requirement of ASCE/SEI 24, Smart Vent FVs must be installed in accordance with Section 4.0.

3.3 Ventilation:

The SmartVENT® Model #1540-510 and SmartVENT® Overhead Door Model #1540-514 both have screen covers with 1/4-inch-by-1/4-inch (6.35 by 6.35 mm) openings, yielding 51 square inches (32 903 mm²) of net free area to supply natural ventilation. The SmartVENT® Stacking Model #1540-511 consists of two Model #1540-510 units in one assembly, and provides 102 square inches (65 806 mm²) of net free area to supply natural ventilation. Other FVs described in this report do not offer natural ventilation.

3.4 Flood Vent Sealing Kit:

The Flood Vent Sealing Kit Model #1540-526 is used with SmartVENT® Model #1540-520. It is a Homasote 440 Sound Barrier® (ESR-1374) insert with 21 – 2-inch-by-2-inch (51 mm x 51 mm) squares cut in it. See Figure 4.

4.0 DESIGN AND INSTALLATION

4.1 SmartVENT® and FloodVENT®:

SmartVENT® and FloodVENT® are designed to be installed into walls or overhead doors of existing or new construction from the exterior side. Installation of the vents must be in accordance with the manufacturer's instructions, the applicable code, and this report. Installation clips allow mounting in masonry and concrete walls of any thickness. In order to comply with the engineered opening design principle noted in Section 2.7.2.2 and 2.7.3 of ASCE/SEI 24-14 [Section 2.6.2.2 of ASCE/SEI 24-05 (2012, 2009, 2006 IBC and IRC)], the Smart Vent® FVs must be installed as follows:

- With a minimum of two openings on different sides of each enclosed area.
- With a minimum of one FV for every 200 square feet (18.6 m²) of enclosed area, except that the SmartVENT® Stacking Model #1540-511 and FloodVENT® Stacking Model #1540-521 must be installed with a minimum of one FV for every 400 square feet (37.2 m²) of enclosed area.
- Below the base flood elevation.
- With the bottom of the FV located a maximum of 12 inches (305.4 mm) above the higher of the final grade or floor and finished exterior grade immediately under each opening.

4.2 Flood Vent Sealing Kit

The Flood Vent Sealing Kit Model 1540-526 is used in conjunction with FloodVENT® Model #1540-520. When installed and tested in accordance with ASTM E283, the FV and Flood Vent Sealing Kit assembly have an air leakage rate of less than 0.2 cubic feet per minute per lineal foot (18.56 l/min per lineal meter) at a pressure differential of 1 pound per square foot (50 Pa) based on 12.58 lineal feet (3.8 lineal meters) contained by the Flood Vent Sealing Kit.

5.0 CONDITIONS OF USE:

The Smart Vent® FVs described in this report comply with, or are suitable alternatives to what is specified in, those codes listed in Section 1.0 of this report, subject to the following conditions:

- 5.1 The Smart Vent® FVs must be installed in accordance with this report, the applicable code and the manufacturer's installation instructions. In the event of a conflict, the instructions in this report govern.
- 5.2 The Smart Vent® FVs must not be used in the place of "breakaway walls" in coastal high hazard areas, but are permitted for use in conjunction with breakaway walls in other areas.

6.0 EVIDENCE SUBMITTED

- 6.1 Data in accordance with the ICC-ES Acceptance Criteria for Mechanically Operated Flood Vents (AC364), dated August 2015 (editorially revised February 2024).
- 6.2 Test report on air infiltration in accordance with ASTM E283.

7.0 IDENTIFICATION

- 7.1 The ICC-ES mark of conformity, electronic labeling, or the evaluation report number (ICC-ES ESR-2074) along with the name, registered trademark, or registered logo of the report holder must be included in the product label.
- 7.2 The Smart VENT® models and the Flood Vent Sealing Kit described in this report must be identified by a label bearing the manufacturer's name (Smartvent Products, Inc.), the model number, and the evaluation report number (ESR-2074).
- 7.3 The report holder's contact information is the following:

SMART VENT PRODUCTS, INC.
19 MANTUA ROAD
MOUNT ROYAL, NEW JERSEY 08061
(877) 441-8368
www.smartvent.com
info@smartvent.com

TABLE 1—MODEL SIZES

MODEL NAME	MODEL NUMBER	MODEL SIZE (in.)	COVERAGE ¹ (ft ²)
FloodVENT®	1540-520	15 ³ / ₄ " X 7 ³ / ₄ "	200
SmartVENT®	1540-510	15 ³ / ₄ " X 7 ³ / ₄ "	200
FloodVENT® Overhead Door	1540-524	15 ³ / ₄ " X 7 ³ / ₄ "	200
SmartVENT® Overhead Door	1540-514	15 ³ / ₄ " X 7 ³ / ₄ "	200
Wood Wall FloodVENT®	1540-570	14" X 8 ³ / ₄ "	200
Wood Wall FloodVENT® Overhead Door	1540-574	14" X 8 ³ / ₄ "	200
SmartVENT® Stacker	1540-511	16" X 16"	400
FloodVent® Stacker	1540-521	16" X 16"	400

For SI: 1 inch = 25.4 mm; 1 square foot = m²

¹The coverage area in square feet for each model is equivalent to the performance of the same number of square inches of non-engineered openings.

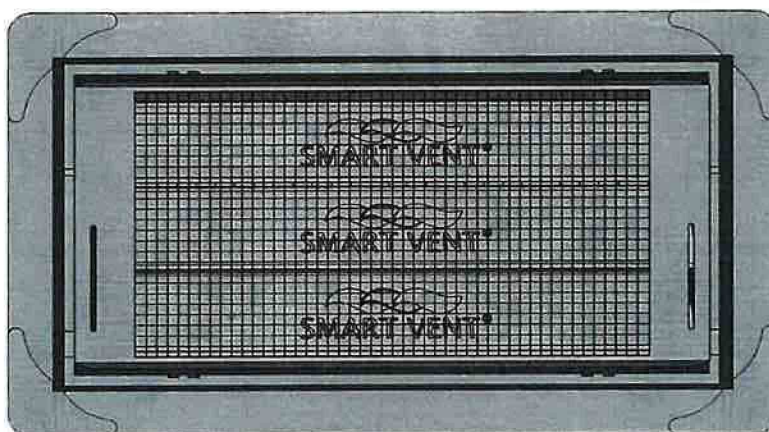


FIGURE 1—SMART VENT: MODEL 1540-510

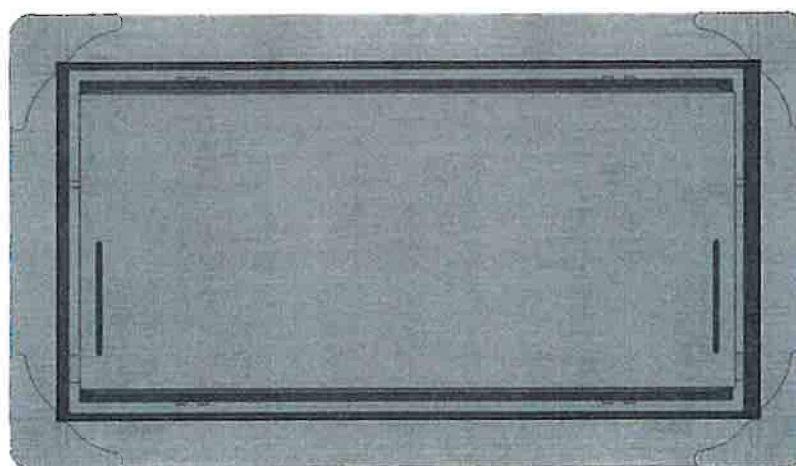


FIGURE 2—SMART VENT MODEL 1540-520

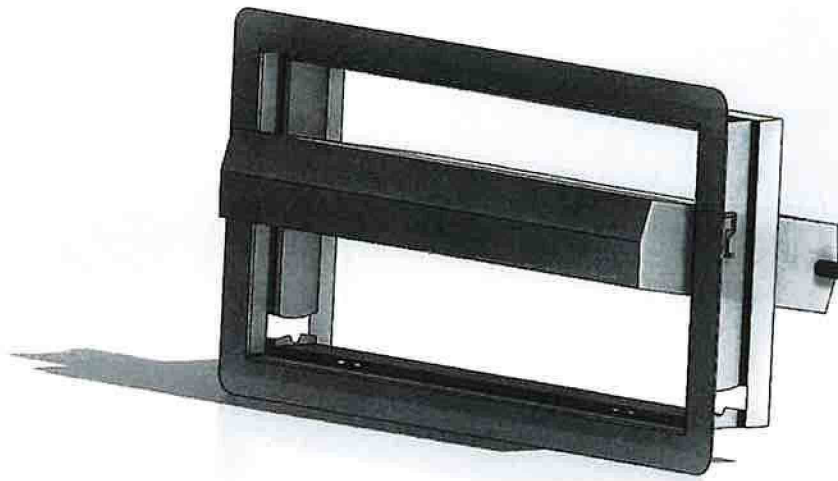


FIGURE 3—SMART VENT: SHOWN WITH FLOOD DOOR PIVOTED OPEN

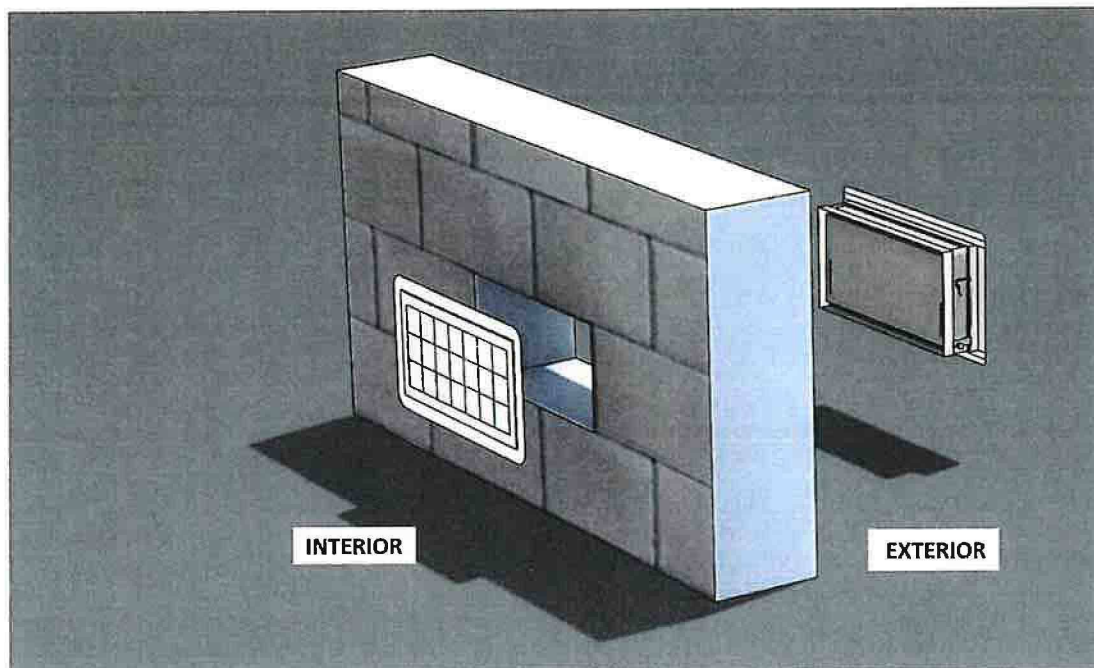


FIGURE 4—FLOOD VENT SEALING KIT

ICC-ES Evaluation Report

ESR-2074 CA Supplement

Reissued February 2025

This report is subject to renewal February 2027.

www.icc-es.org | (800) 423-6587 | (562) 699-0543

A Subsidiary of the International Code Council®

DIVISION: 08 00 00—OPENINGS

Section: 08 95 43—Vents/Foundation Flood Vents

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511;
#1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that Smart Vent® Automatic Foundation Flood Vents, described in ICC-ES evaluation report ESR-2074, have also been evaluated for compliance with codes noted below.

Applicable code editions:

■ 2022 California Building Code (CBC)

For evaluation of applicable chapters adopted by the California Office of Statewide Health Planning and Development (OSHPD) AKA: California Department of Health Care Access and Information (HCAI) and the Division of State Architect (DSA), see Sections 2.1.1 and 2.1.2 below.

■ 2022 California Residential Code (CRC)

2.0 CONCLUSIONS

2.1 CBC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with CBC Chapter 12, provided the design and installation are in accordance with the 2021 *International Building Code*® (IBC) provisions noted in the evaluation report and the additional requirements of CBC Chapters 12 and 16, as applicable.

2.1.1 OSHPD:

The applicable OSHPD Sections and Chapters of the CBC are beyond the scope of this supplement.

2.1.2 DSA:

The applicable DSA Sections and Chapters of the CBC are beyond the scope of this supplement.

2.2 CRC:

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with the CRC, provided the design and installation are in accordance with the 2021 *International Residential Code*® (IRC) provisions noted in the evaluation report.

This supplement expires concurrently with the evaluation report, reissued February 2025.

ICC-ES Evaluation Report

ESR-2074 FL Supplement

Reissued February 2025

This report is subject to renewal February 2027.

www.icc-es.org | (800) 423-6587 | (562) 699-0543

A Subsidiary of the International Code Council®

DIVISION: 08 00 00—OPENINGS

Section: 08 95 43—Vents/Foundation Flood Vents

REPORT HOLDER:

SMART VENT PRODUCTS, INC.

EVALUATION SUBJECT:

SMART VENT® AUTOMATIC FOUNDATION FLOOD VENTS: MODELS #1540-520; #1540-521; #1540-510; #1540-511; #1540-570; #1540-574; #1540-524; #1540-514
FLOOD VENT SEALING KIT #1540-526

1.0 REPORT PURPOSE AND SCOPE

Purpose:

The purpose of this evaluation report supplement is to indicate that Smart Vent® Automatic Foundation Flood Vents, described in ICC-ES evaluation report ESR-2074, have also been evaluated for compliance with the codes noted below.

Applicable code editions:

- 2023 Florida Building Code—Building
- 2023 Florida Building Code—Residential

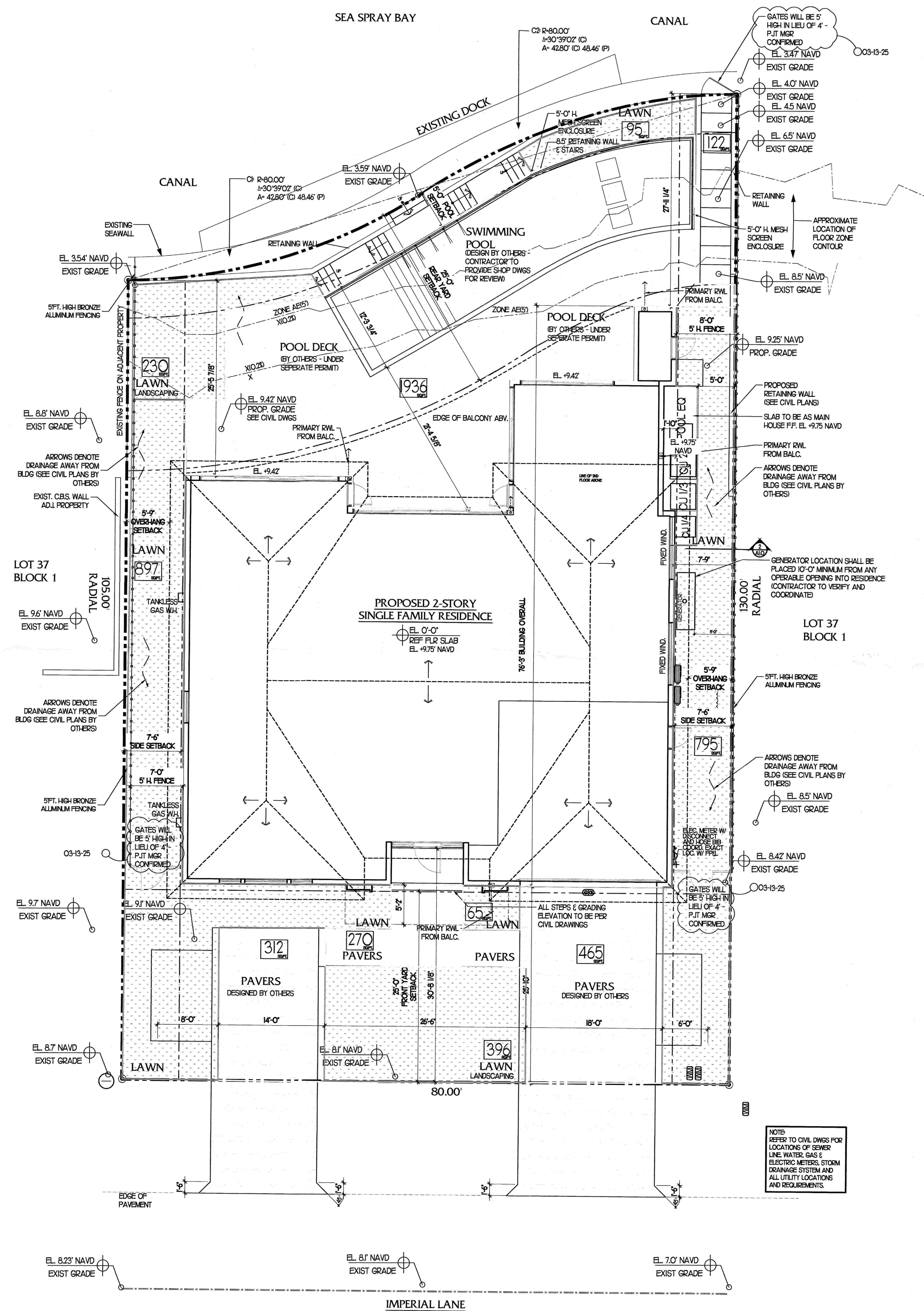
2.0 CONCLUSIONS

The Smart Vent® Automatic Foundation Flood Vents, described in Sections 2.0 through 7.0 of the evaluation report ESR-2074, comply with the *Florida Building Code—Building* and the *Florida Building Code—Residential*, provided the design requirements must be determined in accordance with the *Florida Building Code—Building* or the *Florida Building Code—Residential*, as applicable. The installation requirements noted in ICC-ES evaluation report ESR-2074 for 2021 *International Building Code*® meet the requirements of the *Florida Building Code—Building* or the *Florida Building Code—Residential*, as applicable.

Use of the Smart Vent® Automatic Foundation Flood Vents has also been found to be in compliance with the High-Velocity Hurricane Zone provisions of the *Florida Building Code—Building* and the *Florida Building Code—Residential*.

For products falling under Florida Rule 61G20-3, verification that the report holder's quality assurance program is audited by a quality assurance entity approved by the Florida Building Commission for the type of inspections being conducted is the responsibility of an approved validation entity (or the code official when the report holder does not possess an approval by the Commission).

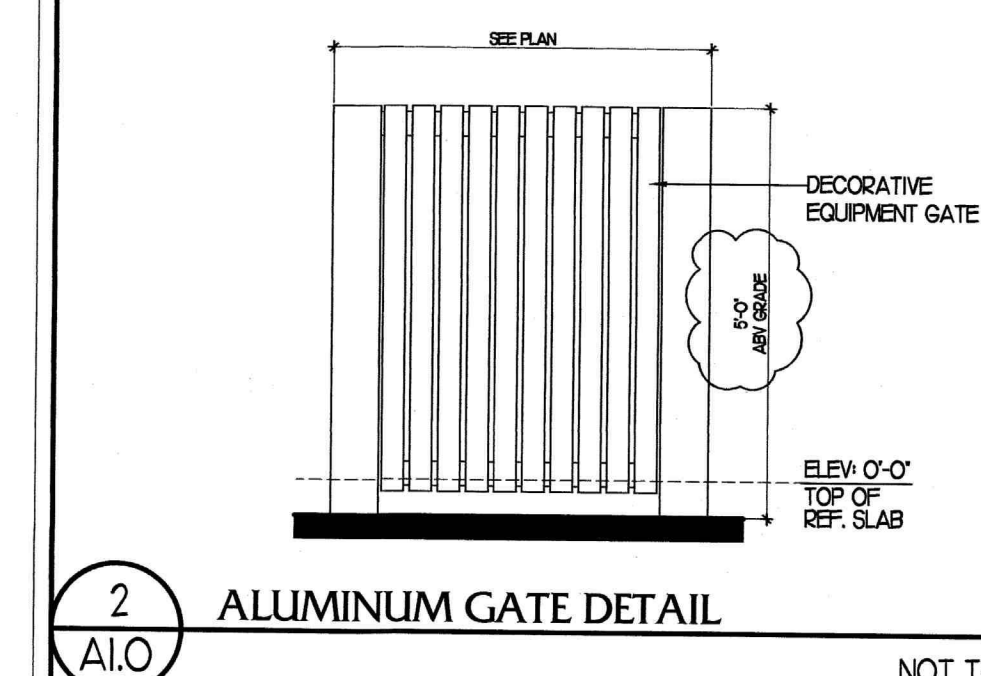
This supplement expires concurrently with the evaluation report, reissued February 2025.



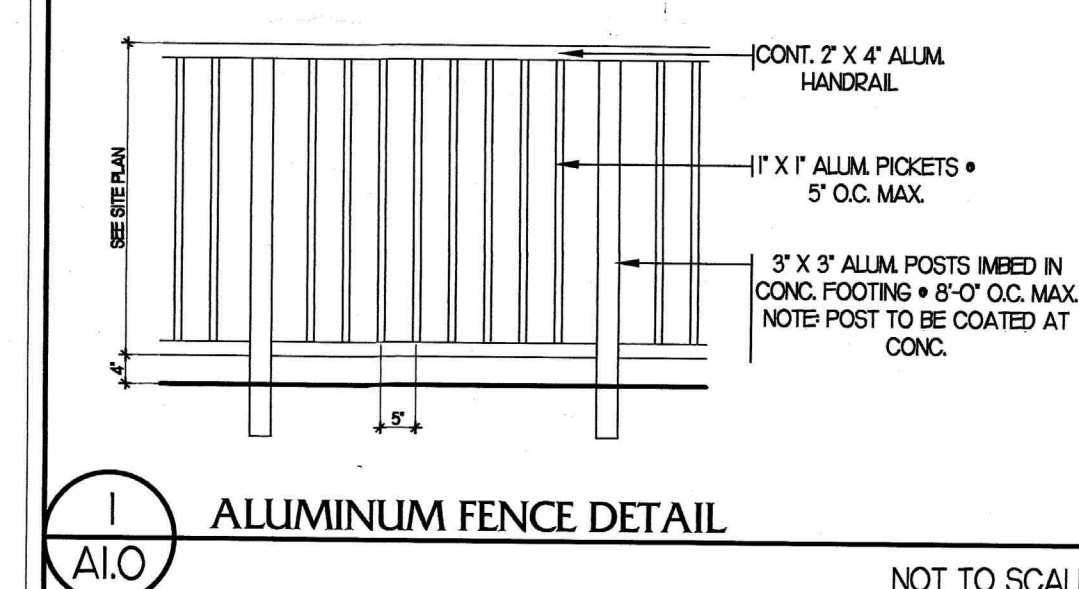
VICINITY MAP



ALUMINUM GATE DETAIL



ALUMINUM FENCE DETAIL



GRADE DETERMINATION

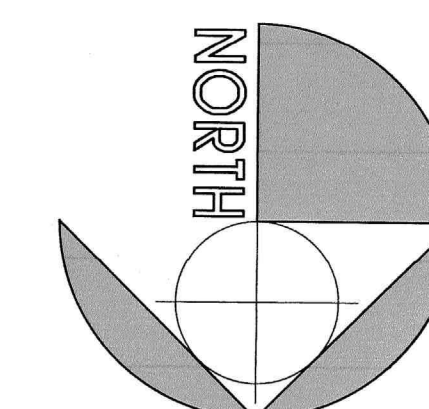
GRADE = +9.75' NAVD
BASED ON SECTION 7.1 (b) - CITY ADOPTED GRADE AS BEING
MEASURED EIGHTEEN INCHES ABOVE THE CROWN OF ROAD.

LOT AREA CALCULATION

	REQUIRED	PROPOSED
LOT SIZE		9,397 SQ. FT.
BUILDING SITE	1,300 SQ. FT.	3,052 SQ. FT.
GARAGE		546 SQ. FT.
PERVIOUS AREA	25%	2373 SQ. FT. (25.24%)
IMPERVIOUS AREA		2901 SQ. FT. (30.87%)
DATE 08/2/2023		

SITE NOTES

- SEE ATTACHED SURVEY FOR LEGAL DESCRIPTION
- VERIFY PROPERTY LINE DIMENSIONS WITH SURVEY
- SEE CIVIL AND LANDSCAPE PLANS FOR ANY ADDITIONAL INFORMATION REGARDING HARDSCAPE, DRAINAGE, POOL CONSTRUCTION AND DESIGN AND ANY OTHER SITE SPECIFIC INFORMATION.
- SITE DRAINAGE BY CIVIL ENGINEER



SITE PLAN

APPROVED
TOWN OF LAUDERDALE-BY-THE SEA
PLANNING AND ZONING BOARD MEETING MINUTES
JARVIS HALL, 4505 N OCEAN DRIVE, 33308
Thursday, July 10, 2025

1. CALL TO ORDER

Chair Karen Sylvester called the in-person Planning and Zoning (P&Z) Board meeting for the Town of Lauderdale-By-The-Sea (L-B-T-S) to order at approximately 6:01PM.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

ROLL CALL & WELCOME

Board Clerk Megan Small called the roll and present in-person were Chair Karen Sylvester, Board Members Ron Piersante, Leslie Richardson, Jeff Goldman, William (Bill) Ferrante and 1st Alternate MaShawn Simpson. No member was absent. Present in person were Town Attorney Susan Trevarthen, Development Services Director Jhanelle Campbell, Assistant Development Services Director – Building, Planning Zoning David Lee, Planner Alex Battle, and Board Clerk Megan Small.

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

3. APPROVAL OF MINUTES

a. Planning & Zoning (P&Z) Meeting Minutes – October 2, 2024

Board Member Piersante made a motion to approve the P&Z Minutes of October 2, 2024 as written. The motion was seconded by Board Member Ferrante. The motion to approve carried 5-0.

4. PUBLIC COMMENTS

Chair Sylvester opened the meeting to the public for any comments but if a member of the public wished to speak on a specific agenda item, that person could choose to wait until public comments opened on that item.

Tracy Gabriel, resident, explained that she would be speaking on one of the agenda items but wanted to take a moment now to thank the P&Z Board for all their help with the parade. She then spoke about having goals she wanted to achieve while living her dream in L-B-T-S. Chair Sylvester clarified that staff, not the P&Z Board, should be thanked for the parade and she agreed with Ms. Gabriel that the parade was a great event.

5. NEW BUSINESS

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

Development Services Director (DSD) Jhanelle Campbell presented this item by reminding what an Administrative Adjustment was. She explained where this was written in the Town’s Code of Ordinances and that these administrative adjustment rules allowed for limited and controlled deviations from building and parking standards. Level 1 adjustments may be approved by the Town Manager for minor parking

adjustments in residential zoning districts only. Level 2 adjustments required Town Commission approval and that was why this application was passing through this Board tonight. This applied to building setbacks, roofs, cornices and things of this nature. All applications were reviewed by the Development Services Department and any relevant staff and department. The P&Z Board would evaluate the request and make recommendation(s) to the Town Commission. An Administrative Adjustment must stay within the allowed limits, not increase density or building height and not encroach on easements or right-of-way. The DSD explained that it must improve certain conditions which she read into the record.

DSD Campbell then spoke about the application before them which was a request for the encroachment of a permanent generator installed one foot into the required five foot side setback. She spoke about the size of the property and its zoning district. The property was under construction and did not have its permanent CO, only a temporary one due to this issue. The generator was already installed on the western side of the property. In February and April 2024, initial site plan reviews denied this installation due to setback violation. Upon the third review, the zoning plan reviewer at that time had a conversation with the applicant, and approved the installation with a note on the approval in the file. This was included in the Board's packet. In October 2024, DSD Campbell saw the generator on the slab and thought it looked a little too close. She had David Lee, who was now the Assistant Director of Development Services, reach out to the applicant for evidence that it met the requirements of code as she felt the slab and the generator were too close to the side property.

DSD Campbell read into the record the criteria that met the code (e.g., no increase in allowable density and no increase in building height, etc.). She said that the applicant explained in his paperwork that the location was required due to manufacturer's spacing and fire code requirements, etc. She spoke about the partially met requirement and potential noise to neighboring property due to the generator's closeness. The DSD explained conditions for approval like screening, exhaust direction, etc., if the Board recommended approval of this item. She informed that staff was not recommending approval. However, if the Board did recommend approval, she read into the record staff's recommended conditions. She then called for Board questions.

Board Member (BM) Richardson asked if the applicant was required to demonstrate hardship for this application and the DSD answered that it was not required for this type of application but for variances that answer would be yes. BM Richardson then asked if that was the only generator they could have put on the property. Barron Development was in attendance and would be able to answer.

BM Goldman asked about the generator meeting the requirement for noise level and DSD Campbell explained. 1st Alternate Simpson asked about fencing on that side around the generator and the DSD answered that fencing was allowed at the property line so a barrier would not be a problem. Board Member Ferrante said that when generators kick on, they were very noisy. This generator would be between two buildings and would be very noisy with echoes bouncing off the buildings. If this should get reviewed, he would suggest to set the self-testing for some time in the afternoon in order not to interfere with people sleeping at night. He felt that a generator between two buildings would exceed the Town's noise level. 1st Alternate Simpson asked what would happen when the generator needed fixing/maintenance? DSD Campbell explained. Chair Sylvester said she drove by the property and saw the generator, then space (about 1.5 feet) and then bushes, and then the neighbor's property began. She felt a repair person could get in there. BM Piersante wanted to know what the one foot encroachment was doing for the homeowner and the DSD explained. As there were no further board questions/comments, the Chair opened the floor for public comments.

Jim Barron, contractor, explained about all the site plans that were drawn up. The last site plan depicted where the generator was now four feet from the property line and not the required five feet. If they got a foot closer, they would not meet the fire safety code which required twenty inches. There was now four

feet to the property line and seven and one-half feet to the neighbor's house which was a solid wall on that side. This allowed for service and the exhaust system was pointed toward the back of the house to help prevent noise between the houses. This was the smallest generator. The other side of the house had the same setback and the front yard would probably "not fly". Chair Sylvester asked about installation in the back of the house but Mr. Barron said it was on an angle and was all pool. BM Richardson said that they knew they were installing the generator one foot into the setback and wanted to know if there was nothing smaller. He explained why that was not possible and that load calculations were presented to L-B-T-S.

David Lee, Assistant Director Development Services, said he performed zoning inspections for the Town under his previous assignment. The plan went through review multiple times and was denied multiple times. They did not receive any other revisions, modifications, or relocation plans to review until they received the final survey where the generator was installed in the same location. Chair Sylvester asked what it meant from the note that requirements were being reviewed in the field and David Lee explained. The contractor commented that he did not know that his permit was voided and the Chair felt he could address that outside of this meeting.

Stuart Dodd, resident, lived next door and was not here to object. He spoke about the code being addressed as it was physically impossible to install a generator in the side setback without being too close to the property line. He explained the concession that allowed previously installed generators to be in the side setback was not intended to be allowed for new construction. He did not know who measured but he believed the encroachment should read 2 feet 2 inches into the required five foot setback. He felt that this was new construction with ample room to construct a generator room which was properly ventilated on the side of the property. He asked for the board to consider his request to address the code so no one else would have to put up with a generator this close to the boundary. This generator would be installed right outside his main bedroom window. He thanked the board for their consideration. DSD Campbell said for clarification that the one foot measurement was from the final survey they received. As there were no other public comments, the Chair closed public comments. Chair Sylvester thought that the neighbor had a wonderful suggestion for clarification in the code for new construction. DSD Campbell said that the Board tonight was making a recommendation to the Town Commission and the suggestion for clarification in the code for new construction could be part of the recommendation. 1st Alternate Simpson asked how could the encroachment amount be off by 100% as one said it was one foot and the other said it was off by two feet. DSD Campbell explained that the Town utilized the survey and Mr. Dodd went out and measured. Mr. Dodd agreed that he measured and the gap is two feet two inches and the slab is much further out in order to provide for the airgap and width of the generator.

Chair Sylvester did not think this should be approved going forward due to the possible encroachment and that the generator was installed without the request for review again with the knowledge of going against what would have been typically approved.

Board Member Goldman made a motion to recommend to the Town Commission to accept staff's suggestion not to approve this request. The motion was seconded by Board Member Ferrante. Motion carried 5-0 to recommend denial to the Town Commission (1st Alternate Simpson was able to participate in discussion but was not able to vote on this item).

Chair Sylvester asked if anyone would object to the suggestion of updating the code for new construction and no one had an objection. DSD Campbell then explained the next step after tonight's recommendation for denial would be the presentation of this item to the Town Commission on July 22nd at their 6:30 Meeting.

5.b. Application Number:2024-CU-01-Pursuant to Chapter 30 "Unified Land Development Regulations," Article IV "Development Permits – Applications, Requirements And Review Procedures," Division 3 "Conditional Use Procedures And Requirements" of the Town Code of Ordinances ("Town Code"), the Applicant has requested Conditional Use Approval (2023-CU-01) to construct a residential duplex within the RM-25 zoning district at the property located at 4628 Bougainvilla Drive.

Development Services Director (DSD) Campbell presented this item by reminding what a Conditional Use was. She explained that it was a use not appropriate without restrictions throughout a district but which may be allowed with controls on number, area, location and impact. The purpose was to protect public health, safety, welfare and neighborhood character. The intent, purpose and effect were to ensure conditional uses would only be allowed on certain sites where they could be accommodated without adverse impact. These uses were quasi-judicial and subject to specific criteria and potential additional review requirements. There were several application requirements listed in the code that were at the discretion of the DSD. She went over the specific criteria for approving a conditional use and mentioned that the Town Commission could revoke a conditional use if approval conditions were violated and she gave four examples. For this agenda item, the applicant requested a conditional use to construct a two-story residential duplex replacing a one-story single family home. In this zoning district, RM-25, conditional uses could be used for duplexes. They received this request from SAAD Remodeling Custom Homes. All documentation was done, application fees paid and a Citizens Participation Meeting was held on June 19th. Architectural Review was also required and the Town Architect at the time approved the design contingent on the approval of a companion application, which would come before the Board next. It was an Administrative Adjustment for side setbacks. Notice was provided to property owners within 300 feet, property posted and public hearing advertised. The applicant's responses to this Conditional Use request were in the Staff Report. She showed slides of the different types of buildings in the area and said that this property would not add extra density to the area. Staff recommended approval of the application. The DSD called for questions.

Board Member (BM) Goldman asked if the Board did not approve one application, then the next one would not get approved. The DSD explained that this application approved the conditional use and the following (next application) would determine if the setback encroachment would be allowed. There were no other board questions/comments.

John Coleman read a petition of concern regarding this property signed by people who were full-time residents on Bougainvilla Drive or in close proximity to this property. They expressed their strong opposition to this application to redevelop this property requiring demolition of the one-story single-family home and construction of a two-story duplex requiring a two-foot encroachment into the mandated twelve-foot side setback. They believe this would negatively affect the quality of their lives in the neighborhood. The addition of a second floor would affect the privacy of adjacent residents to the north, south, and across the street. They cited environmental and infrastructure concerns. There was the potential of short-term rental / Airbnb and problems caused by transient guests. This was a family-oriented, peaceful environment that the residents strive to maintain. The petitioners requested that L-B-T-S and its Commissioners deny the request of the demolition, variance, and construction approval for this property. They requested that their concerns be given full and fair consideration. He spoke about the concerns specifically for those residing on the south side of the property. He said that the balconies on the side of the property at second floor level would impede their tranquility and privacy as he spoke about situations with past Airbnb renters. He further showed pictures of how the tall palm trees were currently maintained on the property and spoke about those concerns and for concerns for the maintenance of future palm trees. The Chair thanked the speaker and said there was not much the Board could do about Airbnb's.

DSD Campbell wanted to clarify that the request was for an Administrative Adjustment and not a Variance. This was a different set of criteria. The Town Architect recommended approval of the architectural design based on the Administrative Adjustment less than 50% of the building would be encroaching into the side setback, which would be spoken about in the next application. Now it was just conditional use for this particular application.

Tracy Gabriel was a full-time resident living north of this property. She understood that Conditional Use was the first hurdle but they kind of go together with Administrative Adjustments. Her question at the Community Meeting was, "What were the alternatives to be built on this property instead of a two-story duplex?" She wanted to know why it could not be a one-story home or a multi-unit? Her concern was adding a duplex of that size and square footage was not consistent with any portion of Bougainvilla. DSD Campbell explained that replacing a duplex with a single-family home would also require a conditional use in RM-25. She answered the Chair that replacing a single-family home with a single-family home would also require a conditional use in the RM-25 zoning district. Chair Sylvester said she drove to the property which was a single-family home with multi-family houses all around it. Board Member Ferrante did not see a problem and discussion ensued about parking spaces. Ms. Gabriel agreed with him regarding parking but her position was that it did not have to be an eight-unit building constructed on that spot. She was not talking density just of people but of the density of the building itself.

George, the architect/designer, said that he was working for months with staff. The building was just a two-story house. The owner wanted to use density to have a more residential approach to the property. They were trying to make it better for the community because of this development. Board Member Ferrante asked the total square footage of living area and George answered. There were no other public comments so it was closed and the Chair called for a motion.

Board Member Richardson made a motion to recommend to the Town Commission to approve this conditional use application. The motion was seconded by BM Ferrante. Motion carried 5-0 (1st Alternate Simpson was able to participate in discussion but was not able to vote on this item).

5.c. Application Number 2025-L2-AA-02- Pursuant to Chapter 30 "Unified Land Development Regulations," Section 30-128 "Administrative adjustments of the Town's Code of Ordinances, the Applicant has requested an administrative adjustment from Section 30-241 (h) (6) (b) "Side Setbacks" of the Town's Code of Ordinances, to permit an encroachment of (2) feet into the required 12-foot side setback for the property located at 4628 Bougainvilla Drive.

Development Services Director (DSD) Campbell presented this requested Administrative Adjustment to permit an encroachment of two feet into the required twelve-foot side setback. She informed that this request was for both sides of the property. She clarified for Chair Sylvester that it was a two-foot encroachment request for each of the two sides of the property. Because the median height of the duplex would be twenty-five feet 5½ inches, the required setback was twelve feet. She reminded that the Town Code allowed for requests for deviations for setbacks through the Administrative Adjustment process with criteria that had to be met. Staff reviewed the application and felt the criteria was met and it was consistent with the Comprehensive Plan, therefore, met the requirements for a recommendation of approval for this request with the standard requirement that the Administrative Adjustment expired with the expiration of the building permit. The Chair called for questions.

1st Alternate Simpson was answered that if the building was not over twenty-two feet, it would only need a ten-foot setback. The taller the building is, the bigger the setback. They were proposing a building higher than twenty-two feet, resulting in the ten foot setback becoming twelve feet. The DSD answered BM Piersante that only the back portion of the building would encroach because the building had a slanted roof. Where the slanted roof was 22 feet and shorter, the setback remained ten feet so only a portion building

would encroach. The average height of the duplex was twenty-five feet 5½ inches. The DSD displayed what she was explaining by showing the diagram of the building. She also pulled up a picture of the building with its pitched roof that was architectural in nature. Board Member Richardson commented that if the roof was not as inflated as it is, this request would not be necessary. She felt that people should design to the building code and not ask for exceptions. If there was a hardship, then the person should seek remedy for the hardship. Chair Sylvester felt that BM Richardson brought up a good point. She felt they should listen to public comment and then the board should discuss.

Tracy Gabriel, resident, had questions/concerns. She wanted to know with the pitch in the roof, where did the rain and debris go as it was two feet closer to the two properties on either side. She did not see a drainage plan. This would create less of an airflow for her unit and the other units whose front doors were in line with the two feet of encroachment. She also noticed during the generator presentation that two a/c units would encroach as well. So there would also be noise besides encroachment. She was not opposed to a duplex. She was opposed to a two-story duplex. DSD Campbell clarified that building plans would be reviewed to ensure it met the Town Code. Ms. Gabriel spoke about her concern about the amount of landscape being planted on the property. She wanted to know if it would be kept up.

George, the architect/designer, explained that they thought the Code ambiguous and explained why they were asking for an adjustment. The Chair asked him if the roof could be lowered so there would not be an adjustment issue. He answered they could lower the slope so the encroachment would be a little less and used the same diagram to help with his explanation. BM Richardson spoke about using a different kind of roof that did not encroach. The Chair suggested that the walls could have been moved in. BM Richardson felt that new construction could have been built exactly to code. It was bothersome to her that this could be a precedent setting issue. BM Goldman said that what they were asking for was in the Town Code. BM Richardson questioned at what point do you enforce the code, if you allow exceptions. This was answered by DSD Campbell. George said that the encroachment was in just a portion of the side of the building and not the whole side. DSD Campbell explained that applications were sent to all disciplines in the Town and in answer to drainage, engineering did review the application. Town Attorney Susan Trevarthen read from the Code the answer to BM Richardson's question about the purpose of the Administrative Adjustment. 1st Alternate Simpson asked why if a building was taller, the setback size changed and the Town Attorney spoke about that pointing out that today's Administrative Adjustment was not for the building itself but for the two foot overhang. BM Richardson asked the architect what was under the roof and George answered that it was attic space. In the Chair's opinion, there seemed to be very little impact considering the bulk was in the center and discussion ensued. When there were no further questions/comments, a motion was made.

Board Member Ferrante made a motion to recommend approval to the Town Commission of this administrative adjustment application in accordance with staff's recommendation to approve. The motion was seconded by Board Member Goldman. Motion carried 4-1 (Board Member Richardson voted against and 1st Alternate Simpson was able to participate in discussion but was not able to vote on this item).

The next step, per DSD Campbell, was for this item to go before the Town Commission for final approval or denial on July 22, 2025.

DSD Campbell asked the Clerk to clarify by restating what the Board would like Staff to recommend to the Town Commission about an ordinance change for generators regarding new construction – *the request to address the code*. Town Attorney Trevarthen clarified that they just wanted to understand what the Board preferred about generators for new construction. BM Goldman wanted to check with other cities to see what they do. The Board was unanimous in their decision to have Staff present to them what other neighboring cities allowed and the Board could make their recommendation to the Town Commission after Staff's presentation.

Town Attorney Trevarthen said that Karen Blake, the Board's vice chair, moved and that was why she was not here tonight. The Town was very appreciative of her contribution. As there was now a vacancy, DSD Campbell would pursue a new nominee to be the 2nd Alternate following 1st Alternate MaShawn Simpson. The floor was opened for nominations for Vice Chair. Chair Sylvester nominated BM Leslie Richardson for Vice Chair. BM Leslie Richardson accepted the nomination. Board Member Goldman seconded the nomination. The motion carried 5-0 (1st Alternate Simpson could not vote this evening). Leslie Richardson declared Vice Chair by acclamation.

6. OLD BUSINESS

None.

7. UPDATES/BOARD MEMBER COMMENTS

None.

8. ADJOURNMENT

Vice Chair Richardson made a motion to adjourn at approximately 7:30PM. The motion was seconded by Board Member Piersante. The motion to adjourn carried 5-0 (1st Alternate Simpson could not vote this evening).


Chair Karen Sylvester

ATTEST:

Date Accepted: 9/3/25



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

1. CALL TO ORDER, MAYOR EDMUND MALKOON

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

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

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

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

5. PRESENTATIONS

a. Proclamation for "Tiana Ganswith Day"

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

b. Datura and Hibiscus Portal Design Presentation

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

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

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

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

The proposed conceptual designs for the Datura portal include:

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

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

Proposed designs for the Hibiscus portal include:

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

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

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

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

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

The Commissioners agreed by consensus to proceed with Option 2.

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

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

18. RESOLUTIONS – PUBLIC COMMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Taft proposes a three-step evaluation process:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commissioner Poulopoulos made a motion to move forward with PFM.

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

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

6. PUBLIC COMMENTS

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

7. PUBLIC SAFETY DISCUSSION

a. BSO November 2025 Public Safety Report

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

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

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

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

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

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

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

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

8. TOWN MANAGER REPORT

a. Town Manager Report

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

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

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

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

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

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

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

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

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

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

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

b. September 2025 Finance Report

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

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

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

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

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

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

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

c. Development Services Report

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

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

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

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

9. TOWN ATTORNEY REPORT

None.

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10. APPROVAL OF MINUTES

a. Approval of Minutes for Regular Town Commission Meetings held on September 10, 2025; September 2024, 2025; and November 10, 2025.

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

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

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

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

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

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

11. CONSENT AGENDA

None.

12. OLD BUSINESS

a. Wild Berry Santa Paws Special Event

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

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

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

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

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

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

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

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

Motion carried 4-0.

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

b. Special Event Application: 2026 A1A Marathon

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

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

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

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

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

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

c. Charter Review Board Final Report

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

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

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

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

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

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

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

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

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

13. NEW BUSINESS

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

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

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

Staff requests Commission direction on the following:

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

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

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

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

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

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

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

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

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

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

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

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

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

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

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

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

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

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

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

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

16. ORDINANCES 1ST READING

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

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

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

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

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

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

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

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

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

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

The Item died for lack of motion.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

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

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

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

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

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

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

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

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Regular Town Commission Meeting
December 9, 2025

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

Mayor Edmund Malkoon

Mayor Edmund Malkoon

ATTEST:

Courtney Easley

Courtney Easley, Acting Town Clerk

1/28/2026 | 4:54 PM EST

Date

REVISED APPLICATION

FEB 23 '26 16:20

LAUDERDALE BY THE SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2



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

(954)-640-4210

ZONING@LBTS-FL.GOV

M-F 8:30-4:30 PM

For Administrative Purpose OnlyApplication Number: 2025-WL2-PP-03

BTR #: _____

Date Application Submitted: 05/27/2025

Date Application Found Complete: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: \$400.00

Cost Recovery Fee: _____

LAUDERDALE BY THE SEA

ADMINISTRATIVE ADJUSTMENT LEVEL 2

In accordance with Town Code Section 30-128, a Level 2 Administrative Adjustment may be requested for:

- Setback adjustments up to 30% or 5 feet, whichever is less
- Overhangs, roof cornices and eaves and exterior balconies and all other requests up to five (5) feet, whichever is less
- More than three (3) parking spaces or more than 10% of the minimum parking requirement (for residential zoning districts only)

SECTION A: PROJECT DETAILS

Project Name: Phillips Residence

Code Section from which Administrative Adjustment is sought: D # i, ii

SECTION B: ITEMS FOR SUBMITTAL

Note: Please submit digital copies with the hard copy application via email or thumb drive

- The Fee for Administrative Adjustment Level 2 + Deposit (See Fee Schedule) \$400 ATTACHED.
- A description of the request GENERATOR REQUEST APPROVAL ENCROACHING
- Two (2) current surveys, signed and sealed. APPROX. 1'-0" INTO SETBACK.
- Two (2) hard copies of a sketch that identifies the following:
 - All improvements and structures on the subject parcel
 - Proposed improvements which necessitates the adjustment
 - Distance of improvement from property line
 - Overhang distance from the building
- For parking reductions, submit a parking report that identifies the following:
 - Available parking within distance to the subject property
 - Pedestrian public route(s) from public parking to subject parking
- For building adjustments, explain how the administrative adjustment request meets the criteria as established in Town Code Section 30-128 (see Section C)

SECTION C: CRITERIA FOR APPROVAL

Section 30-128 of the Code of Ordinances states an Administrative Adjustment to Building Standards shall be approved only if all of the following standards are met:

- a) The Administrative Adjustment does not result in an increase in allowable density.
- b) The Administrative Adjustment does not provide for building height that exceeds the zoning code standards.
- c) In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way.
- d) The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-Century Modern Architecture; or
 - v. Utilized to create a view corridor or other benefit to the Community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves, or exterior balconies; or
 - viii. Required for an expansion, addition, or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
- e) The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands and will not pose a danger to the public health or safety.
- f) The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area and will not result in incompatible uses.
- g) Any adverse impacts, including but not limited to reductions in view corridors, resulting from the administrative Adjustment will be mitigated to the maximum extent practicable.
- h) The Administrative Adjustment is consistent with the comprehensive plan.
- i) An administrative adjustment to parking standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.

If a resubmittal is requested, please submit the amended documents, the previous comments received from the Town, and the applicant's response to those comments.

Need assistance or clarification?
Please contact us at (954)-640-4210 or email Zoning@lbts-fl.gov



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: _____

BTR #: _____

Date Application Submitted: _____

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

Cost Recovery Fee: _____

5/28/2020
Universal Application

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 _____ | ☐ Right-of-Way Vacation |
| ☐ Conditional Use Modification _____ | ☐ Comprehensive Plan Amendment |
| ☒ Administrative Adjustment <u>LEVEL 2</u> | ☐ Payment in Lieu of Parking |
| ☐ Variance _____ | ☐ Parking Reduction _____ |
| ☐ Plat _____ | ☐ Other: _____ |
| ☐ Architectural Review _____ | |

Project Name: Phillips Residence

Folio Numbers: 4943 18 04 0390

Street Address: 228 Imperial Lane

Legal Description: LAUDERDALE SURF & YACHT ESTATES 22-46 B LOT 37 BLK 1

Name of Property Owner: Scott and Rosa Phillips Property Owner's Phone #: 412-680-1394

Address of Property Owner: 228 Imperial Lane, Lauderdale by the Sea, FL 33308

Property Owner's Email Address: scott@phillips.bz

Name of Applicant: Scott Phillips Applicant's Phone #: 412-680-1394

Applicant's Address: 228 Imperial Lane, Lauderdale by the Sea, FL 33308

Applicant Email Address: scott@phillips.bz

Name of Agent (e.g. Contractor Representing the Project): James M. Barron

Agent's Email Address: jim@barrondevelopment.com Agent's Phone #: 954-249-4250

Agent's Address: 2890 Marina Mile Blvd Ste 115, Ft Lauderdale, FL 33312

Land Use Plan Designation: _____ Zoning District: _____

Existing Use of the Subject Property: Single family residence

Proposed Use of the Subject Property: Single family residence

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

I, _____ (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: SCOTT PHILLIPS Date: 5/23/25

Signature of Property Owner: Scott Phillips

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: Scott Phillips Date: 5/23/25

Signature of Property Owner: Scott Phillips

State of Florida:

County:

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

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

Print Notary Name: CINDY CORREA

Notary Signature: Cindy Correa



Applicant

Print Name of Property Owner: Scott Phillips Date: 5/23/25

Signature of Property Owner: Scott Phillips

State of Florida:

County:

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

23 of MAY, 20 25.

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

Print Notary Name: CINDY CORREA My Commission Expires: _____

Notary Signature: Cindy Correa





PINNELL SURVEY, INC.

5300 W. HILLSBORO BLVD., SUITE 215-A COCONUT CREEK, FLORIDA 33073
PHONE(954)418-4940 FAX(954)418-4941 EMAIL: order@sfland.net
CERTIFICATE NO.: LB6857

SURVEY ADDRESS:

228 IMPERIAL LANE
LAUDERDALE BY THE SEA, FLORIDA 33308

CERTIFY TO:

1. ROSA AND SCOTT PHILLIPS

FLOOD ZONE & ELEVATIONS:

FLOOD ZONE: X / X(0.2%) / AE
BASE FLOOD ELEVATION: 6' / 7'
CONTROL PANEL NO.: 125123-0386-J
DATE OF FIRM INDEX: 07/31/24

REFERENCE BENCHMARK: CITY OF FORT
LAUDERDALE B.M. @ DUPONT BOULEVARD
AND ALLEY S. OF COMMERCIAL BOULEVARD
ELEVATION = 5.598' (NGVD 1929)
ELEVATION = 4.013' (NAVD 1988)

POTENTIAL ENCROACHMENTS:

1. RETAINING WALL CROSSES OVER THE EASTERLY PROPERTY LINE.

LEGAL DESCRIPTION:

LOT 37, BLOCK 1, OF "LAUDERDALE SURF & YACHT ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, AT PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGEND & ABBREVIATIONS:

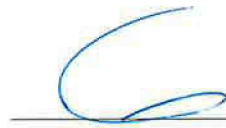
A	= ARC	D.E.	= DRAINAGE EASEMENT	P.C.	= POINT OF CURVATURE
A/C	= AIR CONDITIONER	ELEV.	= ELEVATION	P.E.	= POOL EQUIPMENT
A.E.	= ANCHOR EASEMENT	E.S.	= ELECTRIC SERVICE	P.I.	= POINT OF INTERSECTION
B.M.	= BENCHMARK	F.P. & L.	= FLORIDA POWER & LIGHT	P.R.C.	= POINT OF REVERSE CURVE
B.C.R.	= BROWARD COUNTY RECORDS	L.B.	= LICENSED BUSINESS	P.O.B.	= POINT OF BEGINNING
C.B.S.	= CONCRETE BLOCK STRUCTURE	L.P.	= LIGHT POLE	P.O.C.	= POINT OF COMMENCEMENT
CHATT.	= CHATTAHOOCHEE	M.H.	= MANHOLE	P.P.	= POWER POLE
C.O.	= CLEANOUT	(M)	= MEASURED	R	= RADIUS
CONC.	= CONCRETE	NAVD	= NORTH AMERICAN VERTICAL DATUM	R/W	= RIGHT-OF-WAY
C.L.F.	= CHAIN LINK FENCE	NGVD	= NATIONAL GEODETIC VERTICAL DATUM	T	= TANGENT
C.L.P.	= CONCRETE LIGHT POLE	NO.	= NUMBER	(TYP.)	= TYPICAL
(C)	= CALCULATED	O.H.	= OVERHANG	U.E.	= UTILITY EASEMENT
C.B.	= CHORD BEARING	O.R.B.	= OFFICIAL RECORDS BOOK	W.F.	= WOOD FENCE
C.R.	= CABLE RISER	O/S	= OFFSET	W.M.	= WATER METER
(D)	= DEED	(P)	= PLAT	Δ	= DELTA OR CENTRAL ANGLE
D.B.	= DEED BOOK	P.B.C.R.	= PALM BEACH COUNTY RECORDS	$\square$	= CENTERLINE
M-D.C.R.	= MIAMI-DADE COUNTY RECORDS	P.B.	= PLAT BOOK	∇	= ELEVATION

GENERAL NOTES:

1. TYPE OF SURVEY: BOUNDARY
2. IF THIS SURVEY HAS BEEN REVISED AS INDICATED IN THE REVISION BOX SHOWN HEREON, THEN ANY AND ALL PREVIOUS VERSIONS OF THIS SURVEY PREPARED BY PINNELL SURVEY, INC. ARE NULL & VOID.
3. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD BY PINNELL SURVEY, INC. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY, FOR WHICH THE SUBJECT PROPERTY IS LOCATED IN.
4. UNLESS OTHERWISE NOTED, FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS.
5. ELEVATIONS SHOWN HEREON (IF ANY) ARE RELATIVE TO NAVD 1988, UNLESS OTHERWISE NOTED.
6. UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED.
7. FENCE AND WALL OWNERSHIP IS NOT DETERMINED.
8. THIS DRAWING IS THE PROPERTY OF PINNELL SURVEY, INC. AND SHALL NOT BE USED OR REPRODUCED, WHOLE OR IN PART WITHOUT WRITTEN PERMISSION & AUTHORIZATION FROM PINNELL SURVEY, INC.
9. ALL EASEMENTS SHOWN ON THE ATTACHED DRAWING ARE PER THE RECORD PLAT (UNLESS OTHERWISE NOTED).
10. REFERENCE BENCHMARK ELEVATION DATUM WAS CONVERTED FROM NGVD 1929 TO NAVD 1988 USING CORPSCON 6.0.1.

CERTIFICATION:

THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE SET OR FOUND MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE UNDER RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, UNLESS IT IS ELECTRONICALLY SIGNED AND SEALED.


10/14/25
JASON H. PINNELL
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5734, STATE OF FLORIDA

REVISIONS	DATE	CHK'D BY
REVISED GENERATOR PAD/ EQUIPMENT	10/14/25	K.M.
FINAL SURVEY (25-0710)	04/22/25	K.M.
UPDATE SURVEY & ELEVATIONS (25-0295)	02/18/25	K.M.
POOL SPOT SURVEY (23-1358)	08/18/23	S.A.
SPOT SURVEY (22-2245)	11/09/22	S.A.
FORM BOARD SURVEY (22-2179)	10/29/22	J.P.
UPDATE SURVEY & ADD SITE ELEVATIONS (21-1050)	05/18/21	K.M.

SKETCH NO.: 07-2807

DATE OF SURVEY: 11/16/07

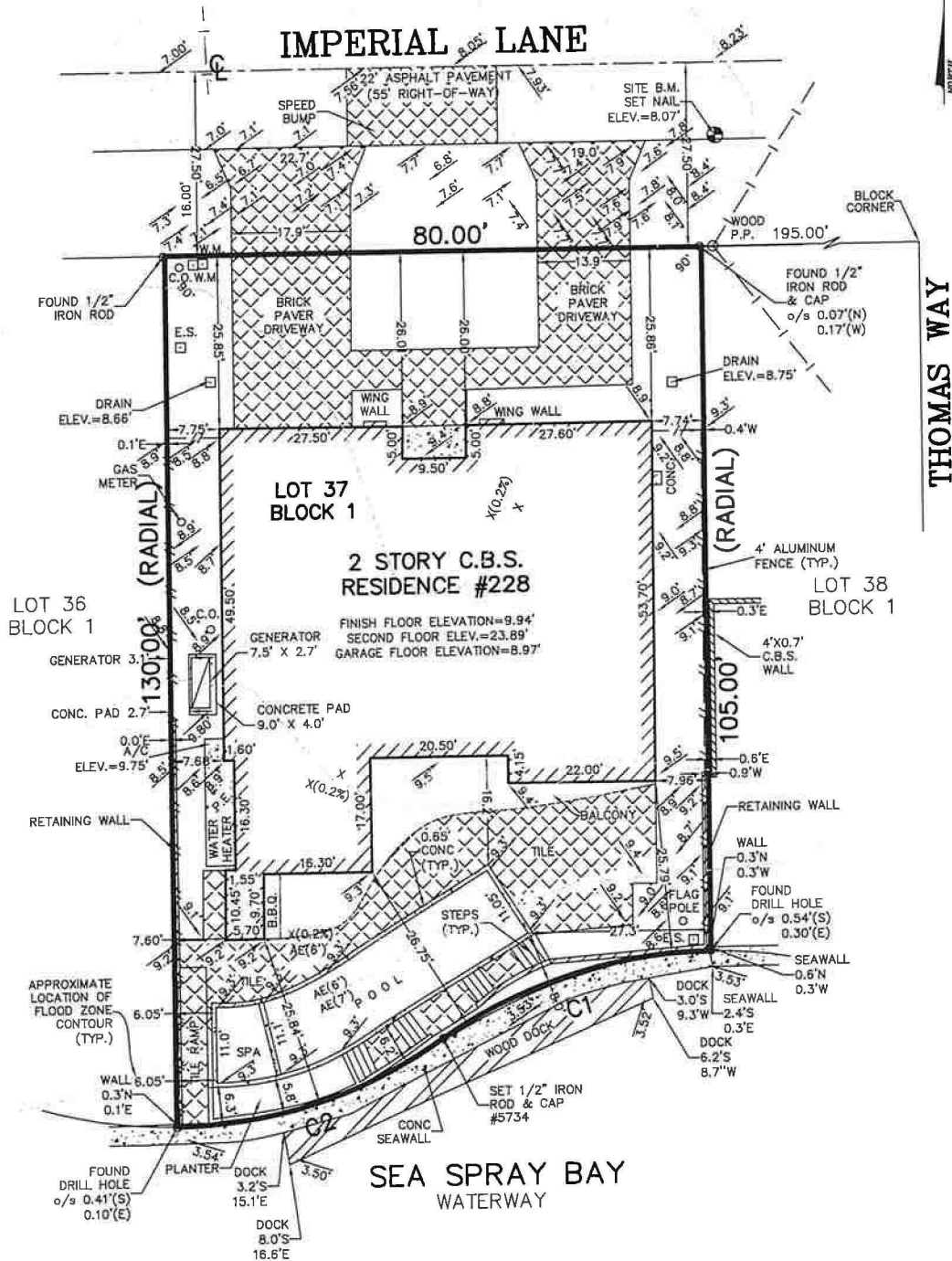
CHECKED BY: S.A.

FIELD BOOK/PAGE: 289/74, FILE

SIDE 1 OF 2

C1: R=80.00'(P) 70.25'(C)
 $\Delta=34^{\circ}42'29''$ (C)
 A=48.46'(P) 42.56'(C)

C2: R=80.00'(P) 70.25'(C)
 $\Delta=34^{\circ}42'29''$ (C)
 A=48.46'(P) 42.56'(C)



SCALE: 1" = 20'	SKETCH NO.: 07-2807
DRAWN BY: K.W.	SIDE 2 OF 2

Sec. 30-139. - Notice of Public Hearings.

(a) *Generally.* When an application for development approval is subject to a public hearing, the DSD shall ensure that the necessary public hearing is scheduled for the decision-making body reviewing the application and that proper notice of the public hearing is provided, as set forth herein. All notices for public hearings shall include the following information:

- (1) Applicant's name;
- (2) The date, time, and place of the public hearing;
- (3) A description of the property involved by street address or by legal description, and area of the subject property. A map may be substituted for the legal description or as required by State law;
- (4) The nature, scope and purpose of the proposal being noticed;
- (5) The Town departments where the public may inspect the application, staff report and related materials during normal business hours;
- (6) A statement that affected parties may appear at the public hearing, be heard and submit evidence with respect to the application; and
- (7) Other information as may be required by law.

(b) *Mailed notice.*

- (1) Where mailed notice is required, pursuant to Table XXX, it shall be provided to all property owners within a 300 foot radius of the subject property, and shall include the subject property owner(s) and Town Development Services Department.
- (2) Distances for purposes of mailed notice requirements shall be measured from the perimeter of the property subject to development approval, except that where the owner of the subject property owns contiguous property the distance shall be measured from the perimeter of the boundary of the contiguous property.
- (3) Property owners shall be determined by the ad valorem tax records of Broward County.
- (4) The DSD shall prepare the written notice and provide said notice to the Town Clerk who shall be responsible for mailing the notices, with the exception of public participation meetings which shall be the responsibility of the applicant as set forth in section 30-114 of this Code.
- (5) Mailed notice shall be deemed given when a notice has been properly addressed, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service.
- (6) Notice by mailing is a courtesy only and no action taken by the Town shall be voided by the failure of any individual property owner to receive such notice.

(c) *Published notice.* When the provisions of this chapter require published notice, the DSD shall provide that the notice be:

- (1) Published in the non-legal section of the local newspaper of general circulation that has been selected by the Town and in accordance with applicable Florida Statutes.
- (2) Follow the timelines and ad type established in Table XXX in this article.
- (3) For the purposes of this section and Table XXX:
 - a. "Display ad" shall be no less than two columns wide by ten inches long and the headline of the required notice shall be in a type no smaller than 18 point font size. If the ad is for a zoning map amendment, it shall also include a map pursuant to Florida Statutes 166.041(3)(c)2.
 - b.

"Standard ad" shall be in the legal ad section of the classified ads of the newspaper and shall be in a type no smaller than 5 point font size.

- (d) *Posted notice.* When the provisions of this chapter require that notice be posted on the property subject to the application, the DSD shall provide the required sign to the applicant who will be responsible for posting the property, as set forth below:
 - (1) Signs shall be placed on the property that is the subject of the application in accordance with timelines prescribed in Table XXX in this article prior to a required or requested hearing.
 - (2) If the subject property fronts on more than one right-of-way, then a sign shall be posted facing each right-of-way.
 - (3) Signs shall be placed no more than five feet from the street or if there is a sidewalk, no more than two feet beyond the property side edge of the sidewalk, so that the lettering is visible from the street.
 - (4) If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign from the Town and posting the new sign on the property.
 - (5) The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, or requirement for review or hearing by another body. The sign information shall be updated to include any additional public hearings or public hearing deferrals consistent with Table XXX.
 - (6) No less than five days prior to the public hearing, the applicant shall execute and submit to the Department an affidavit of proof of the posting of the public notice sign in accordance with the provisions of this section. Updates as provided in (5) above shall also require such affidavit. If the applicant fails to submit the required affidavit, the DSD may postpone the application until the next public hearing after the affidavit has been supplied.
- (e) *Town Website Posting.* Notice of all development applications shall be provided on the Town's Website no later than ten days prior to any public hearing related to the application. Website Notice is a courtesy only and no action taken by the Town shall be voided by the failure of such notice to be posted.
- (f) *Re-noticing.* All costs of re-noticing the public hearing shall be borne by the party failing to comply with the applicable notice requirements, requesting the deferral or continuance, or whose actions are responsible for the deferral or continuance which may require re-noticing of the hearing. Continuances to a date certain, announced at the original noticed meeting, shall not require re-notice of the new public hearing date. Continuances to unspecified dates, substantive changes to an application request during the period an application has been continued, or more than two continuances on the application, shall require re-noticing for the new public hearing date.
- (g) *Development applications requiring public hearing.* Public hearings on applications for development permit approvals other than rezoning, including, but not limited to administrative adjustments, appeals from administrative decisions, conditional uses, plats, site plans, vacations and variances shall be noticed as follows in accordance with Table XXX.
- (h) *Applicant bears burden of costs.* When the provisions of this chapter require that notice be provided, the costs of Town staff preparing the content of the notice and providing such notice shall be billed through cost recovery.
- (i) *Provisions of Florida Statutes to prevail.* Where provisions of the Florida Statutes conflict with provisions of this chapter, the Florida Statutes shall prevail except where this chapter contains supplementary requirements not in conflict with the Florida Statutes.

Table XXX. Notice Requirements

Application type	Florida Statute reference	Public participation meeting	Board notice date (as applicable)	Commission notice date	Type of notice			
					Website	Posted	Mailed 300'	Published (ad type)
Administrative adjustments, appeals from administrative decisions, plats		n/a	10 days	10 days	X	X	X	n/a
Conditional uses for signs		10 days	n/a	10 days	X	X	X	n/a
A variance for a single family home		n/a	10 days	10 days	X	X	X	n/a
Conditional uses, site plans, Level 2 site plan modifications, variances		10 days	10 days	10 days	X	X	X	n/a
Right-of-way vacations		10 days	10 days	10 days	X			X (standard)
Architectural review, conditional use level 1 modification, site plan level 1 modification		n/a			n/a	n/a	n/a	n/a

Comprehensive plan—Text	163.3184	10 days	10 days	7 days— 1st public hrg and 5 days— 2nd public hrg	X			X (display)
Comprehensive plan—Map	163.3184	10 days	10 days	7 days— 1st public hrg and 5 days— 2nd public hrg	X	X	X	X (display)
Land Development Code—Text amendments changes to actual list of permitted, conditional, or prohibited uses within a zoning category	166.041(3) (c) 2	n/a	10 days	7 days— 1st public hrg and 5 days— 2nd public hrg	X			X (display)
Land Development Code—All other text amendments	166.041	n/a	10 days	10 days	X			X (standard)

Zoning map change (<u>chapter 30</u>)— Town (less than 10 contiguous acres)	166.041(3) (c) 1	10 days	10 days	30 days	X		X	X (standard)
Zoning map change (<u>chapter 30</u>)— Town (10 or more contiguous acres)	166.041(3) (c)2	10 days	10 days	7 days— 1st public hrg 5 days— 2nd public hrg	X	X	X *	X * (display, with map)
Zoning map change (<u>chapter 30</u>)— Owner	166.041(3) (a)	10 days	10 days	10 days	X	X	X	X (standard)

(Ord. No. 2014-08, § 3, 7-7-2014; Ord. No. 2022-05, § 3, 8-24-2022)

232 Imperial Lane,
Lauderdale by the Sea
FL 33308.

EXHIBIT 7

Mobile 954 612 1600 :
E-Mail : Stu4boats@bellsouth.net

P & Z Committee members
Town Commission
Code department
Nectaria Chakas

29th Jan 2026

Genest at 228 Imperial Lane

Dear All,

While the genset at the above address has been installed in contravention of the town's code and in the interests of resolving this issue I am withdrawing my objection to the installation. To help mitigate any disruption to his neighbor the homeowner has agreed to apply sound insulation to the wall of the house, move the genset closer to the wall on the existing plinth leaving 16 inches between the wall and the genset and also install sound insulation on the boundary fence.

Can I ask the P & Z to consider the existing code as it is physically impossible to install a genset in the side setback while maintaining the required air gap on the house and setback from the property boundary.

For new construction there needs to be an alcove in the outside wall of the house in order to accommodate a two foot required air gap between generator and the house, a generator 2 feet wide and a 5 foot setback from the property boundary all within 7 feet 6 inches required by the code.

Can I ask that staff who approve new construction plans not to pass site plans with – “plinth for future generator” or similar wording or that the builder is informed that under our current code a minimum of 5 feet must exist between the generator and the boundary line.

Many thanks

A handwritten signature in dark ink, appearing to read "Stuart Deed". The signature is fluid and cursive, with the first name "Stuart" written in a larger, more prominent script than the last name "Deed".

LAUDERDALE • BY • THE • SEA

Plan Review Hold Sheet



Plan Reviewer: Susan Leven *SML*
 Date: February 2, 2024
 Plan Type: Revision (Generator)
 Property Address: 228 Imperial Lane
 Case #: 22-12317



Comments:

Em

1. Please show how the generator as proposed meets the highlighted requirements of Town Code section 30-313 (t)(2):

(2) *Permanent generators.*

a. *Permit required.* The property owner shall obtain a building permit from the Town for the installation of a permanent generator unit. The Town shall review all such permit applications to minimize the visual and acoustical impact on adjacent and neighboring properties.

b. *Permanent generators not exceeding 60 KW output.* One permanent generator with an output of not more than 60 KW shall be allowed in a required side or rear yard setback provided said generator meets the following conditions:

1. The generator is set back a minimum of five feet from the side or rear property line.
2. Prior to the final inspection of the permit, the Town shall test the generator under load to ensure it does not exceed 70 decibels as measured 25 feet in any direction from the generator.
3. The generator shall not, at any time or for any purpose, exceed 70 decibels when measured 25 feet in any direction from the generator.
4. The highest point on the generator shall not exceed a maximum of five feet above grade.
5. Screening.
 - (i) The generator shall be completely screened from the public right-of-way and adjacent properties.
 - (ii) Properties with solid opaque landscaping or a solid opaque fence or wall enclosure that acts to completely screen the generator consistent with the requirements of subsection 5.(i) above, will be considered sufficient to meet the screening requirement. Removal of the landscaping, fence or wall will require screening as required in subsection (iii) below.
 - (iii) Properties without solid opaque landscaping or a solid opaque fence or wall enclosure shall screen the generator from the public right-of-way and adjacent properties with landscape material, subject to approval by the Town, that:
 - i. Surrounds the generator on three sides;
 - ii. Is offset no greater than one foot from the permanent generator pad; and
 - iii. Stands a minimum of 18 inches at time of planting, installed with irrigation and shall be maintained at a height of at least four feet or the height of the generator itself, whichever is greater.
6. The permanent generator's exhaust shall be, as much as practically feasible, vented upwards and directed away from neighboring properties.
7. The permanent generator shall be utilized only during periods of power outages, periods of power reductions resulting from the exercise of utility load control programs or for periodic testing

and necessary maintenance operation and shall not be used to return power back to a power company.

8. The permanent generator may be operated for routine testing and maintenance purposes not more than one time in any seven-day period and no test shall exceed 30 minutes or occur before 8:00 a.m. or after 5:30 p.m. There shall be no testing on legal holidays or Sundays.

9. Generators are not permitted on the roof of a building in single-family and duplex zoning districts. In all other zoning districts, generators may be located on the roof if screened from the right-of-way, set back at least five feet from any roof edge that faces a private property line shared with a detached building and approved as a site plan amendment.

2. Will an underground storage tank be part of the generator installation?

LAUDERDALE • BY • THE • SEA

Plan Review Hold Sheet

Plan Reviewer: Susan Leven *SM*
 Date: April 18, 2024
 Plan Type: Revision (Generator)
 Property Address: 228 Imperial Lane
 Case #: 22-12317

Comments:

PLEASE NOTE: These are the same comments that were provided in February. None of these comments have been addressed. If you wish to discuss these comments, you can reach me at susanl@lbts-fl.gov, or 954-640-6221.

1. Please show how the generator as proposed meets the highlighted requirements of Town Code section 30-313 (t)(2):

(2) *Permanent generators.*

a. *Permit required.* The property owner shall obtain a building permit from the Town for the installation of a permanent generator unit. The Town shall review all such permit applications to minimize the visual and acoustical impact on adjacent and neighboring properties.

b. *Permanent generators not exceeding 60 KW output.* One permanent generator with an output of not more than 60 KW shall be allowed in a required side or rear yard setback provided said generator meets the following conditions:

1. The generator is set back a minimum of five feet from the side or rear property line.
2. Prior to the final inspection of the permit, the Town shall test the generator under load to ensure it does not exceed 70 decibels as measured 25 feet in any direction from the generator.
3. The generator shall not, at any time or for any purpose, exceed 70 decibels when measured 25 feet in any direction from the generator.
4. The highest point on the generator shall not exceed a maximum of five feet above grade.
5. Screening.
 - (i) The generator shall be completely screened from the public right-of-way and adjacent properties.
 - (ii) Properties with solid opaque landscaping or a solid opaque fence or wall enclosure that acts to completely screen the generator consistent with the requirements of subsection 5.(i) above, will be considered sufficient to meet the screening requirement. Removal of the landscaping, fence or wall will require screening as required in subsection (iii) below.
 - (iii) Properties without solid opaque landscaping or a solid opaque fence or wall enclosure shall screen the generator from the public right-of-way and adjacent properties with landscape material, subject to approval by the Town, that:
 - i. Surrounds the generator on three sides;
 - ii. Is offset no greater than one foot from the permanent generator pad; and

iii. Stands a minimum of 18 inches at time of planting, installed with irrigation and shall be maintained at a height of at least four feet or the height of the generator itself, whichever is greater.

6. The permanent generator's exhaust shall be, as much as practically feasible, vented upwards and directed away from neighboring properties.

7. The permanent generator shall be utilized only during periods of power outages, periods of power reductions resulting from the exercise of utility load control programs or for periodic testing and necessary maintenance operation and shall not be used to return power back to a power company.

8. The permanent generator may be operated for routine testing and maintenance purposes not more than one time in any seven-day period and no test shall exceed 30 minutes or occur before 8:00 a.m. or after 5:30 p.m. There shall be no testing on legal holidays or Sundays.

9. Generators are not permitted on the roof of a building in single-family and duplex zoning districts. In all other zoning districts, generators may be located on the roof if screened from the right-of-way, set back at least five feet from any roof edge that faces a private property line shared with a detached building and approved as a site plan amendment.

2. Will an underground storage tank be part of the generator installation?

Approved

EXHIBIT 7

RECEIVED

APR 05 2024

CORRECTION - FILE COPY
BUILDING DEPARTMENT

Generator (2nd Review)

	DATE	APPROVED
PLANNING		
ENGINEERING		
STRUCTURAL	4-11-24	G
ELECTRICAL	4-10-24	80
MECHANICAL		
PLUMBING	6/25/24	[Signature]
FIRE		
ZONING	6/21/24	(PL)
LOT		
BLOCK		
ADDRESS		
PERMIT No.	22-012317	

SETBACK, HEIGHT, & SCREENING -
WILL BE VERIFIED
UPON ZONING
ROUGH INSPECTION

(PL)

Sec. 30-128. Administrative adjustments.

- (a) *Purpose.* The purpose of this section is to establish standards for review of applications for Administrative Adjustments. As defined in the Administrative Adjustment Thresholds Table below, Level 1 Administrative Adjustments may be approved by the Town Manager, and Level 2 Administrative Adjustments require Town Commission approval.

Administrative Adjustments are available for certain limited variations or adjustments to building or parking standards of the Code based on specific criteria, where the application of the standard creates practical difficulties in allowing development or redevelopment that otherwise advances the purposes served by the standards of this Code and the comprehensive plan, and is compatible with surrounding development.

Administrative Adjustments can also support flexibility in development and redevelopment efforts encouraging design and compatibility equal to or better than that resulting from the strict application of the Code, in furtherance of the Architectural Design Standards of the Town and the desired Mid-century Modern architectural style.

- (b) *Eligibility.* Developments located within any zoning district are eligible to apply for an Administrative Adjustment except that adjustments to the parking standards are not permitted in the B-1 or B-1-A zoning districts. The thresholds applicable to Level 1 and Level 2 Administrative Adjustments are shown in the following table, Administrative Adjustment Thresholds.

Administrative Adjustment Thresholds		
Building Standards that May be Adjusted	Maximum Level 1 Adjustment	Maximum Level 2 Adjustment
Setbacks	n/a	30% or 5 feet, whichever is less
Overhangs, roof cornices and eaves and exterior balconies	n/a	All other requests up to 5 feet, whichever is less
Parking standards (only permitted in residential zoning districts, see section 30-321 for relief in the B1/B1-A zoning districts)	Up to 3 spaces or 10% of the minimum parking requirement, whichever is greater	All other

- (c) *Level 1 Administrative Adjustments.*

- (1) *Review.* A Level 1 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Planning and Zoning Board.

- (d) *Level 2 Administrative Adjustments.*

- (1) *Review of adjustment of parking.* An application for a Level 2 Administrative Adjustment for parking shall be accompanied by a parking report, prepared by the Town, analyzing existing and future parking demands, the availability of underutilized public parking spaces, and traffic circulation.
- (2) *Review of adjustment of building standards.* A Level 2 Administrative Adjustment application shall be reviewed and evaluated by the DSD, any other Town departments or staff the DSD determines are applicable, and the Planning and Zoning Board.

- (e) *Criteria for approval.*

- (1) *Building standards.* An Administrative Adjustment to building standards shall be approved only if the requested relief is within the limits specified in Administrative Adjustments Thresholds Table, and if the

decision maker finds that there is competent substantial evidence in the record that all of the following standards are met:

- a. The Administrative Adjustment does not result in an increase in allowable density;
 - b. The Administrative Adjustment does not provide for building height that exceeds the zoning code standards;
 - c. In no way does the Administrative Adjustment allow a structure's footprint to encroach upon an established recorded or platted easement and/or the Town's right-of-way;
 - d. The Administrative Adjustment furthers a minimum of one of the following conditions:
 - i. Required to compensate for some unusual aspect of the development site or the proposed development; or
 - ii. Supports an objective from the purpose statements of the zoning district where located; or
 - iii. Proposed to protect sensitive natural resources or save healthy existing trees; or
 - iv. Supports Mid-century Modern architecture; or
 - v. Utilized to create a view corridor or other benefit to the community; or
 - vi. Required to legalize the existing nonconforming footprint, overhangs, roof cornices, eaves or exterior balconies; or
 - vii. Required to allow a setback which matches the existing building's current side or rear setback, overhangs, roof cornices, eaves or exterior balconies; or
 - viii. Required for an expansion, addition or modification to an existing structure where that expansion, addition, or modification will not increase the footprint of the existing structure.
 - e. The Administrative Adjustment will not substantially interfere with the convenient and enjoyable use of adjacent lands, and will not pose a danger to the public health or safety,
 - f. The requested Administrative Adjustment is not incompatible with the character of development in the surrounding area, and will not result in incompatible uses.
 - g. Any adverse impacts, including but not limited to reductions in view corridors, resulting from the Administrative Adjustment will be mitigated to the maximum extent practicable.
 - h. The Administrative Adjustment is consistent with the comprehensive plan.
- (2) *Parking standards.* An Administrative Adjustment to parking standards may be approved, in whole or in part, upon a finding that there is sufficient available parking that is open to the public and is judged adequate to accommodate the parking reduction request within a reasonable walking distance of the subject property along a practical and usable pedestrian route.
- (f) *Reporting.* The Town Manager shall file a quarterly report on Administrative Adjustments with the Town Commission.

(Ord. No. 2014-08, § 3, 7-7-2014; Ord. No. 2017-01, § 2, 1-16-2017; Ord. No. 2017-04, § 2, 4-25-2017; Ord. No. 2020-08, § 4, 10-13-2020)



**ADMINISTRATIVE ADJUSTMENT DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2025-LVL2-AA-03**

PROJECT NAME: 228 Imperial Lane

ADDRESS OF PROPERTY: 228 Imperial Lane

FOLIO #: 494318040390

PROPERTY OWNER: Scott Phillips and Rosa Phillips

APPLICANT: Scott Phillips

APPLICANT ADDRESS: 228 Imperial Lane, Lauderdale-By-The-Sea, FL 33308

REQUEST: Pursuant to Chapter 30 “Unified Land Development Regulations,” Section 30-128 “Administrative Adjustments,” of the Town’s Code of Ordinances (the “Town Code,” the Applicant has requested an administrative adjustment from Section 30-313 (t)(2)(b)(1) “Permanent Generators” of the Town’s Code, to permit the encroachment of a generator one (1) foot , four (4) and one-quarter (1/4) inches into the required 5-foot side setback for the property located at 228 Imperial Lane (the “Property”).

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN OF LAUDERDALE-BY-THE-SEA, Florida, on April 28, 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 the TOWN Planning and Zoning Board and TOWN 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 site plan is hereby approved as shown on the plans submitted by Scott Phillips, 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. If approved, the Level 2 Administrative Adjustment expires concurrently with the building permit approved for the Property.
2. The generator must be fully screened from public view and neighboring properties with either: A solid opaque fence or wall, or landscaping material planted at a minimum of 18 inches and maintained to the height of the generator or four feet, whichever is greater.
3. The generator must comply with the noise level requirement of less than or equal to 70 decibels at 25 feet from the generator in any direction.
4. The generator's exhaust must be directed upward and away from adjacent properties where practically feasible.

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 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this ____ day of April, 2026

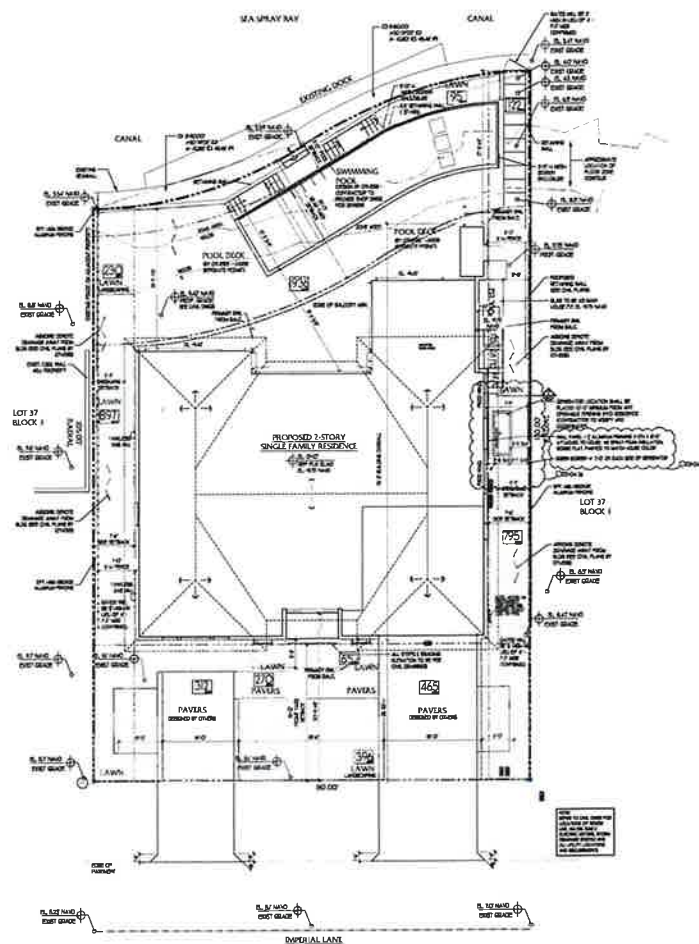
MAYOR EDMUND MALKOON

ATTEST:

Town Clerk

Approved as to form:

Susan L. Trevarthen, Town Attorney





PINNELL SURVEY, INC.

5300 W. HILLSBORO BLVD., SUITE 215-A COCONUT CREEK, FLORIDA 33073
PHONE(954)418-4940 FAX(954)418-4941 EMAIL: order@sfland.net
CERTIFICATE NO.: LB6857

SURVEY ADDRESS:

228 IMPERIAL LANE
LAUDERDALE BY THE SEA, FLORIDA 33308

CERTIFY TO:

I. ROSA AND SCOTT PHILLIPS

FLOOD ZONE & ELEVATIONS:

FLOOD ZONE: X / X(0.2%) / AE
BASE FLOOD ELEVATION: 6' / 7'
CONTROL PANEL NO.: 125123-0386-J
DATE OF FIRM INDEX: 07/31/24

REFERENCE BENCHMARK: CITY OF FORT
LAUDERDALE B.M. @ DUPONT BOULEVARD
AND ALLEY S. OF COMMERCIAL BOULEVARD
ELEVATION = 5.598' (NGVD 1929)
ELEVATION = 4.013' (NAVD 1988)

POTENTIAL ENCROACHMENTS:

1. RETAINING WALL CROSSES OVER THE EASTERLY PROPERTY LINE.

LEGAL DESCRIPTION:

LOT 37, BLOCK 1, OF "LAUDERDALE SURF & YACHT ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, AT PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGEND & ABBREVIATIONS:

A	= ARC	D.E.	= DRAINAGE EASEMENT	P.C.	= POINT OF CURVATURE
A/C	= AIR CONDITIONER	ELEV.	= ELEVATION	P.E.	= POOL EQUIPMENT
A.E.	= ANCHOR EASEMENT	E.S.	= ELECTRIC SERVICE	P.I.	= POINT OF INTERSECTION
B.M.	= BENCHMARK	F.P. & L.	= FLORIDA POWER & LIGHT	P.R.C.	= POINT OF REVERSE CURVE
B.C.R.	= BROWARD COUNTY RECORDS	L.B.	= LICENSED BUSINESS	P.O.B.	= POINT OF BEGINNING
C.B.S.	= CONCRETE BLOCK STRUCTURE	L.P.	= LIGHT POLE	P.O.C.	= POINT OF COMMENCEMENT
CHATT.	= CHATTAHOOCHEE	M.H.	= MANHOLE	P.P.	= POWER POLE
C.O.	= CLEANOUT	(M)	= MEASURED	R	= RADIUS
CONC.	= CONCRETE	NAVD	= NORTH AMERICAN VERTICAL DATUM	R/W	= RIGHT-OF-WAY
C.L.F.	= CHAIN LINK FENCE	NGVD	= NATIONAL GEODETIC VERTICAL DATUM	T	= TANGENT
C.L.P.	= CONCRETE LIGHT POLE	NO.	= NUMBER	(TYP.)	= TYPICAL
(C)	= CALCULATED	O.H.	= OVERHANG	U.E.	= UTILITY EASEMENT
C.B.	= CHORD BEARING	O.R.B.	= OFFICIAL RECORDS BOOK	W.F.	= WOOD FENCE
C.R.	= CABLE RISER	O/S	= OFFSET	W.M.	= WATER METER
(D)	= DEED	(P)	= PLAT	Δ	= DELTA OR CENTRAL ANGLE
D.B.	= DEED BOOK	P.B.C.R.	= PALM BEACH COUNTY RECORDS	ϵ	= CENTERLINE
M-D.C.R.	= MIAMI-DADE COUNTY RECORDS	P.B.	= PLAT BOOK	ϵ	= ELEVATION

GENERAL NOTES:

1. TYPE OF SURVEY: BOUNDARY
2. IF THIS SURVEY HAS BEEN REVISED AS INDICATED IN THE REVISION BOX SHOWN HEREON, THEN ANY AND ALL PREVIOUS VERSIONS OF THIS SURVEY PREPARED BY PINNELL SURVEY, INC. ARE NULL & VOID.
3. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD BY PINNELL SURVEY, INC. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY, FOR WHICH THE SUBJECT PROPERTY IS LOCATED IN.
4. UNLESS OTHERWISE NOTED, FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS.
5. ELEVATIONS SHOWN HEREON (IF ANY) ARE RELATIVE TO NAVD 1988, UNLESS OTHERWISE NOTED.
6. UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED.
7. FENCE AND WALL OWNERSHIP IS NOT DETERMINED.
8. THIS DRAWING IS THE PROPERTY OF PINNELL SURVEY, INC. AND SHALL NOT BE USED OR REPRODUCED, WHOLE OR IN PART WITHOUT WRITTEN PERMISSION & AUTHORIZATION FROM PINNELL SURVEY, INC.
9. ALL EASEMENTS SHOWN ON THE ATTACHED DRAWING ARE PER THE RECORD PLAT (UNLESS OTHERWISE NOTED).
10. REFERENCE BENCHMARK ELEVATION DATUM WAS CONVERTED FROM NGVD 1929 TO NAVD 1988 USING CORPSCON 6.0.1.

CERTIFICATION:

THIS IS TO CERTIFY THAT I HAVE RECENTLY SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND HAVE SET OR FOUND MONUMENTS AS INDICATED ON THIS SKETCH AND THAT SAID ABOVE GROUND SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE UNDER RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, UNLESS IT IS ELECTRONICALLY SIGNED AND SEALED.


10/14/25
JASON H. PINNELL
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 5734, STATE OF FLORIDA

REVISIONS	DATE	CHK'D BY
REVISED GENERATOR PAD/ EQUIPMENT	10/14/25	K.M.
FINAL SURVEY (25-0710)	04/22/25	K.M.
UPDATE SURVEY & ELEVATIONS (25-0295)	02/18/25	K.M.
POOL SPOT SURVEY (23-1358)	08/18/23	S.A.
SPOT SURVEY (22-2245)	11/09/22	S.A.
FORM BOARD SURVEY (22-2179)	10/29/22	J.P.
UPDATE SURVEY & ADD SITE ELEVATIONS (21-1050)	05/18/21	K.M.

SKETCH NO.: 07-2807

DATE OF SURVEY: 11/16/07

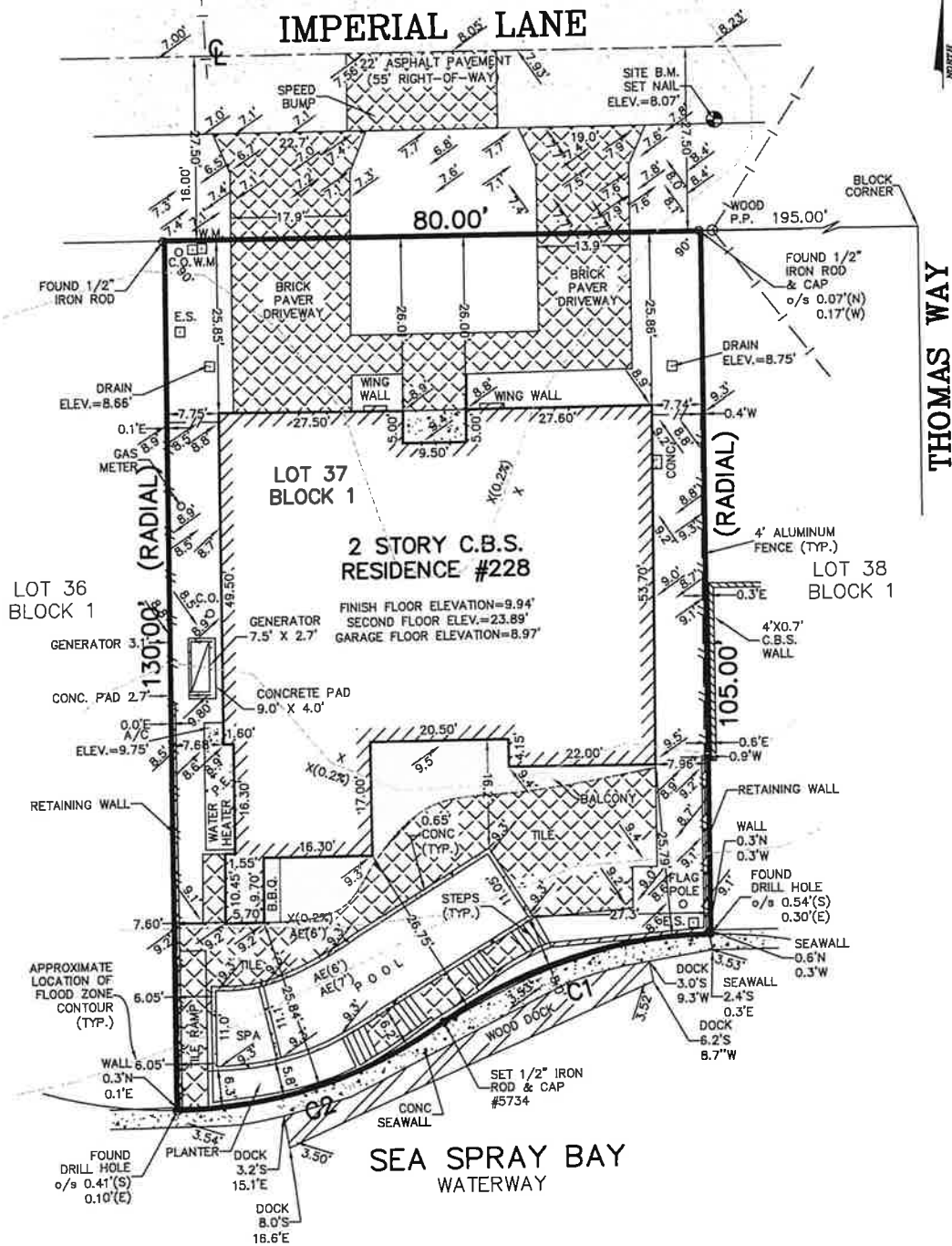
CHECKED BY: S.A.

FIELD BOOK/PAGE: 289/74, FILE

SIDE 1 OF 2

C1: R=80.00'(P) 70.25'(C)
 $\Delta=34^{\circ}42'29''$ (C)
 A=48.46'(P) 42.56'(C)

C2: R=80.00'(P) 70.25'(C)
 $\Delta=34^{\circ}42'29''$ (C)
 A=48.46'(P) 42.56'(C)



SCALE: 1" = 20'	SKETCH NO.: 07-2807
DRAWN BY: K.W.	SIDE 2 OF 2

NON APPROVED

**TOWN OF LAUDERDALE-BY-THE SEA
PLANNING AND ZONING BOARD MEETING MINUTES
JARVIS HALL, 4505 N OCEAN DRIVE, 33308
Wednesday, April 1, 2026**

1. CALL TO ORDER

Chair Karen Sylvester called the in-person Planning and Zoning (P&Z) Board meeting for the Town of Lauderdale-By-The-Sea (L-B-T-S) to order at approximately 6:03PM.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

ROLL CALL & WELCOME

Board Clerk Megan Small called the roll and present in-person were Chair Karen Sylvester, Vice Chair Leslie Richardson, Board Member Ron Piersante, Board Member Jeff Goldman, Board Member MaShawn Simpson and 1st Alternate Gregory Maloney. Present in person were Town Attorney Judelande Jeune, Development Services Director (DSD) Jhanelle Campbell, Assistant Development Services Director David Lee, Planner Alex Battle, and Board Clerk Megan Small.

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

3. APPROVAL OF MINUTESa. Planning & Zoning (P&Z) Meeting Minutes – February 4, 2026

Board Member Piersante made a motion to approve the P&Z Minutes of February 4, 2026 as written and was seconded by Vice Chair Richardson. The motion to approve carried unanimously.

4. PUBLIC COMMENTS

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

5. NEW BUSINESS5.A.

Pursuant to Chapter 30 “Unified Land Development Regulations,” Section 30-128 “Administrative Adjustments,” of the Town’s Code of Ordinances (the “Town Code,” the Applicant has requested an administrative adjustment from Section 30-313 (t)(2)(b)(1) “Permanent Generators” of the Town’s Code, to permit the encroachment of a generator one (1) foot , four (4) and one-quarter (1/4) inches into the required 5-foot side setback for the property located at 228 Imperial Lane (the “Property”)

Development Services Director (DSD) Campbell explained that this agenda item was previously before this board and was denied. Since this time, the applicant has re-worked and brought it back tonight in a form that could be deemed acceptable. She gave background on the already installed generator on the west property line that was denied in 2024. It was later conditionally approved pending inspection verification and an administration adjustment was required prior to the Certificate of Occupancy (CO). This item was brought before this board last July and it was denied. Staff explored changes to the Code which was brought to and denied by the Town Commission. The applicant paused the application and was returning tonight with a revised proposal. The encroachment was still for 1 foot 4¼ inches but included additional mitigation measures now for sound deafening. She reminded that the neighbor to the west was in opposition then but was no longer in opposition due to the additional measures proposed. The application now met the Level 2 Administrative Adjustment Threshold with the 1 foot 4¼ inches. Staff recommended that the board

recommend approval of this item to the Town Commission with the additional measures outlined plus the standard development order requirements. The DSD answered Board Member Simpson that all the conditions outlined, like the sound deafening measures, would have to stay and be part of the development order. Board Member Simpson then asked about what would happen when the generator needed replacement and the DSD explained that the approval would remain in place if the generator would be replaced in the same location and same encroachment. Board Member Piersante said he read the letter from the neighbor, Stuart Dodd. Board Member Piersante had no problem with this application now as the generator would not be running everyday but rather when there was a power outage. He recommended approval. The DSD said that the applicant's attorney was present to answer any questions. As there were no further board questions/comments, the Chair opened the floor to public comments. There were no public requests to speak.

Board Member Piersante made a motion to make a recommendation to the Town Commission to approve this agenda item as presented with the sound deafening measures plus the standard development order requirements and was seconded by 1st Alternate Maloney. The motion to recommend approval to the Town Commission carried 6-0.

7. UPDATES/BOARD MEMBER COMMENTS

None.

Development Services Director Campbell acknowledged the FAU students who were in attendance today due to a class requirement. She further informed that today was the last day for Megan Small and everyone wished Megan good luck with her future endeavors.

8. ADJOURNMENT

Vice Chair Richardson made a motion to adjourn at approximately 6:12PM and the motion was seconded by Board Member Piersante. The motion to adjourn carried unanimously.

Chair Karen Sylvester

ATTEST:

Date Accepted: _____



**ADMINISTRATIVE ADJUSTMENT DEVELOPMENT ORDER
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
Development Order 2025-LVL2-AA-03**

PROJECT NAME: 228 Imperial Lane

ADDRESS OF PROPERTY: 228 Imperial Lane

FOLIO #: 494318040390

PROPERTY OWNER: Scott Phillips and Rosa Phillips

APPLICANT: Scott Phillips

APPLICANT ADDRESS: 228 Imperial Lane, Lauderdale-By-The-Sea, FL 33308

REQUEST: Pursuant to Chapter 30 “Unified Land Development Regulations,” Section 30-128 “Administrative Adjustments,” of the Town’s Code of Ordinances (the “Town Code,” the Applicant has requested an administrative adjustment from Section 30-313 (t)(2)(b)(1) “Permanent Generators” of the Town’s Code, to permit the encroachment of a generator one (1) foot , four (4) and one-quarter (1/4) inches into the required 5-foot side setback for the property located at 228 Imperial Lane (the “Property”).

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN OF LAUDERDALE-BY-THE-SEA, Florida, on April 28, 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 the TOWN Planning and Zoning Board and TOWN 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 site plan is hereby approved as shown on the plans submitted by Scott Phillips, 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. If approved, the Level 2 Administrative Adjustment expires concurrently with the building permit approved for the Property.
2. The generator must be fully screened from public view and neighboring properties with either: A solid opaque fence or wall, or landscaping material planted at a minimum of 18 inches and maintained to the height of the generator or four feet, whichever is greater.
3. The generator must comply with the noise level requirement of less than or equal to 70 decibels at 25 feet from the generator in any direction.
4. The generator's exhaust must be directed upward and away from adjacent properties where practically feasible.

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 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this ____ day of April, 2026

MAYOR EDMUND MALKOON

ATTEST:

Town Clerk

Approved as to form:

Susan L. Trevarthen, Town Attorney