

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, May 12, 2026

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

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

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

Regular Town Commission

Tuesday, May 12, 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 by Rabbi Bentzion Singer**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. National Safe Boating Week Proclamation
 - 5.b. National Police Week and National Peace Officers Memorial Day Proclamation
 - 5.c. National Public Works Week Proclamation
 - 5.d. Smart Water Meters Presentation
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
 - 7.a. BSO April 2026 Public Safety Report
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes of the April 14, 2026, Regular Town Commission Meeting
11. **CONSENT AGENDA**
 - 11.a. Special Event Application: International Coastal Cleanup September 2026
 - 11.b. RESOLUTION 2026-17: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND OTHER BROWARD MUNICIPALITIES FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT
12. **OLD BUSINESS**
13. **NEW BUSINESS**
14. **COMMISSIONER PRESENTATIONS**

15. COMMISSIONER COMMENTS

16. ORDINANCES 1st Reading

- 16.a.** ORDINANCE NO. 2026-04: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE TOWN CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, CONCERNING AMENDMENTS TO CHANGE THE TOWN'S CHARTER TO EXTEND AND CLARIFY CHARTER TIMEFRAMES FOR CERTIFICATION OF CITIZEN PETITIONS RELATED TO ORDINANCES, ESTABLISH TWO FOUR-YEAR MAYOR-COMMISSIONER TERMS, ALLOW MAYOR-COMMISSIONER TO RUN FOR COMMISSIONER AT THE CONCLUSION OF THEIR SERVICE AS MAYOR-COMMISSIONER, ALLOW APPOINTMENTS FOR COMMISSION VACANCIES WITHOUT A TWO-YEAR BREAK IN SERVICE, ESTABLISH CURRENT COMMISSION DISTRICT BOUNDARIES, REVISE AND CLARIFY STANDARDS FOR FORFEITURE OF OFFICES OF COMMISSIONER AND MAYOR-COMMISSIONER, INCORPORATE STATE LAW GOVERNING ELECTIONS, PUBLIC NOTICES, AND AUDITS, AND CORRECT ERRORS, RESOLVE INCONSISTENCIES, AND UPDATE PROVISIONS TO CLEAN UP CHARTER LANGUAGE; CALLING A SPECIAL ELECTION ON THE PROPOSED CHARTER AMENDMENTS TO BE HELD ON TUESDAY, THE 3RD DAY OF NOVEMBER 2026, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING FOR VOTING AT THE POLLS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR INCLUSION IN THE CHARTER, SEVERABILITY AND FOR AN EFFECTIVE DATE.

17. ORDINANCES 2nd Reading

18. RESOLUTIONS – PUBLIC COMMENTS

19. QUASI JUDICIAL PUBLIC HEARINGS

20. ADJOURNMENT

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

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

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

PROCEDURES FOR PUBLIC COMMENTS:

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

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

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

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

INVOCATION:

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



Agenda Item No: 5.a.

Town Commission Agenda Item Report

Meeting Date: May 12, 2026

Submitted By: Melissa Vasami, Town Clerk

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: National Safe Boating Week Proclamation

Explanation: Mayor Malkoon will read a proclamation designating May 16–22, 2026, as National Safe Boating Week.

Recommendation:

Exhibits:

1. National Safe Boating Week Proclamation

Proclamation

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

Whereas, For over 100 million Americans, boating continues to be a popular recreational activity, and

Whereas, from coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing, and

Whereas, during National Safe Boating Week, the U.S. Coast Guard, and the National Safe Boating Council, along with federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly, and

Whereas, safe boating begins with preparation, and

Whereas, the Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 75 percent of boating fatalities, and

Whereas, through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season, and

Whereas, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year, and

Whereas, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

Whereas, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

Whereas, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

Therefore, I, Mayor Edmund Malkoon, on behalf of the Town Commission, do hereby support the goals of the Safe Boating Campaign and proclaim *May 16-22, 2026* as

"National Safe Boating Week"

and the start of the year-round effort to promote safe boating. I urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.



*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: 5.b.

Town Commission Agenda Item Report

Meeting Date: May 12, 2026

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

Submitting Department: Public Safety

Item Type: Presentation

Agenda Section: PRESENTATIONS

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

Explanation: In 1962, President Kennedy and Congress designated May 15th each year as "National Peace Officers Memorial Day" and the calendar week in which May 15th falls in, as "National Police Week", which is May 10th - 16th, 2026. This proclamation recognizes and commemorates the dedication of police officers to preserve the rights of citizens and keep them and their communities safe.

Recommendation:

Exhibits:

1. Proclamation National Police Week

Proclamation

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

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

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

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

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

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

NOW, THEREFORE, I, Edmund Malkoon, Mayor of the Town of Lauderdale-By-The-Sea, Florida, call upon all citizens of the Town of Lauderdale-By-The-Sea and upon all patriotic, civil and educational organizations to observe the week of **May 10th-16th, 2026** as

"NATIONAL POLICE WEEK"

with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon Town citizens to observe **May 15, 2026** as

"NATIONAL PEACE OFFICERS MEMORIAL DAY"

to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

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



Edmund Malkoon, Mayor

Melissa Vasami, Town Clerk



Agenda Item No: 5.c.

Town Commission Agenda Item Report

Meeting Date: May 12, 2026

Submitted By: Chris Lips, Public Works Director

Submitting Department: Public Works

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: National Public Works Week Proclamation

Explanation: Mayor Malkoon will read a proclamation designating May 17-23, 2026 as National Public Works Week.

Recommendation:

Exhibits:

1. Proclamation National Public Works Week

Proclamation

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

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

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

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

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

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, I, Edmund Malkoon, Mayor, on behalf of the Town Commission and residents of Lauderdale-By-The-Sea, hereby designate **May 17-23, 2026** as

"National Public Works Week"

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

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



Edmund Malkoon, Mayor

Melissa Vasami, Town Clerk



Agenda Item No: 5.d.

Town Commission Agenda Item Report

Meeting Date: May 12, 2026

Submitted By: Melissa Vasami, Town Clerk

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Smart Water Meters Presentation

Explanation: Ingrid Kindbom, Program Manager with the Utility Services Department for the City of Fort Lauderdale, and Sheryl Dickey, President & CEO of Dickey Consulting Services, will provide a presentation on the smart water meters being installed for customers in Lauderdale-by-the-Sea.

Recommendation:

Exhibits:

1. Smart Water Meter Program Lauderdale by the Sea May 12, 2026



CITY OF
FORT LAUDERDALE

LAUDERDALE BY·THE·SEA

SMART WATER METER PROGRAM

Agenda

- Why Smart Water Meters Matter
- What AMI Is and How It Works
- Program Scope and Delivery Approach
- Program Status & Early Learnings
- What Residents Can Expect



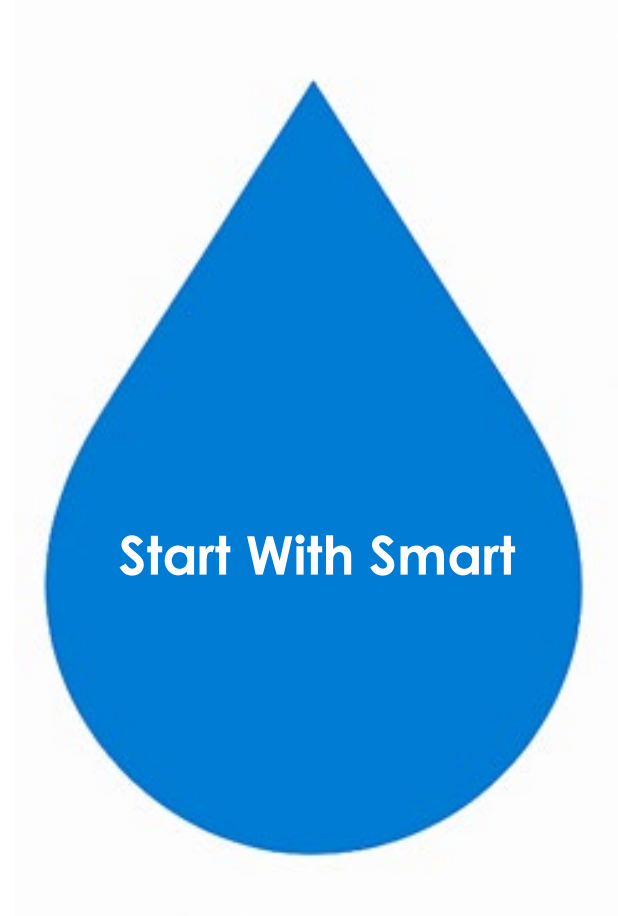
Why Smart Water Meters Matter

For Residents

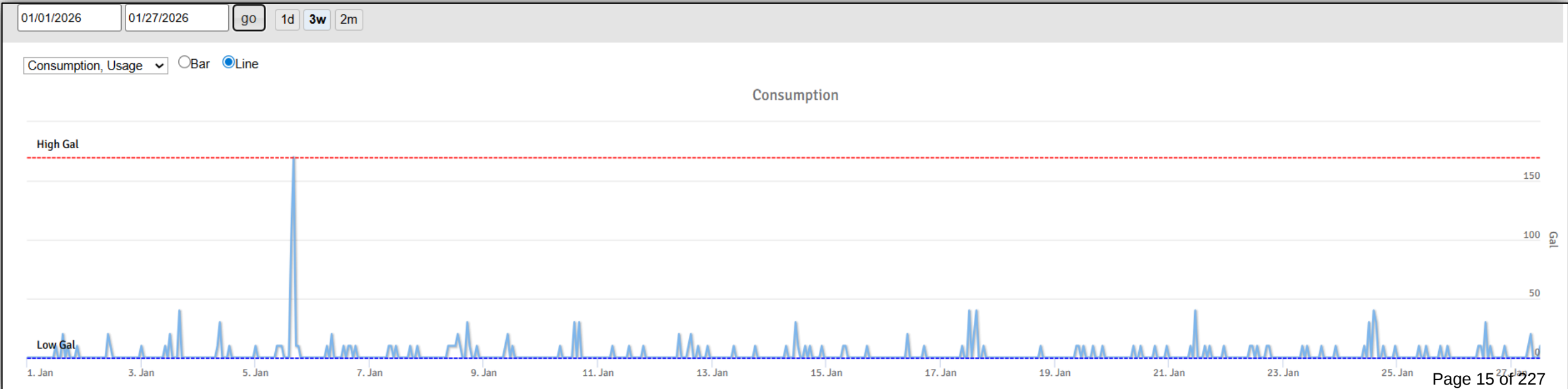
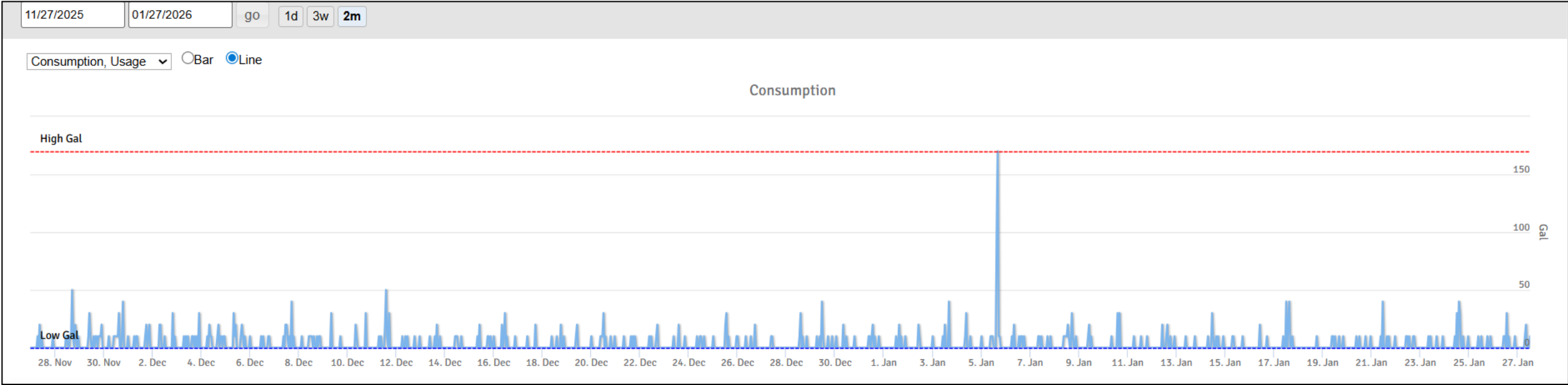
- Near real time water-use visibility
- Leak detection and early alerts
- Accurate and transparent billing
- Better understanding of consumption patterns

For the Service Provider

- Reduced manual meter reading
- Remote service connect/disconnect
- Improved water management and efficiency

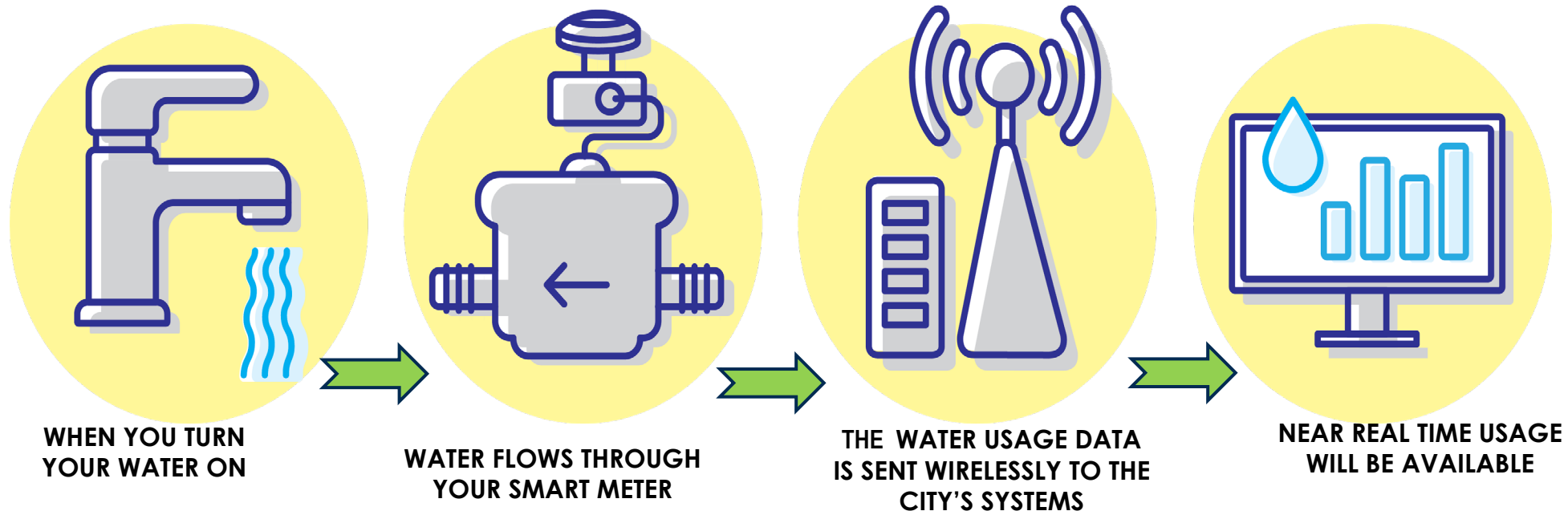


What Smart Water Meters Make Visible



What AMI Is and How It Works

Advanced Metering Infrastructure (AMI) uses smart water meters—advanced devices that measure water consumption and communicate usage data through a battery-powered radio-frequency (RF) transmitter to securely transmit usage data to City systems.



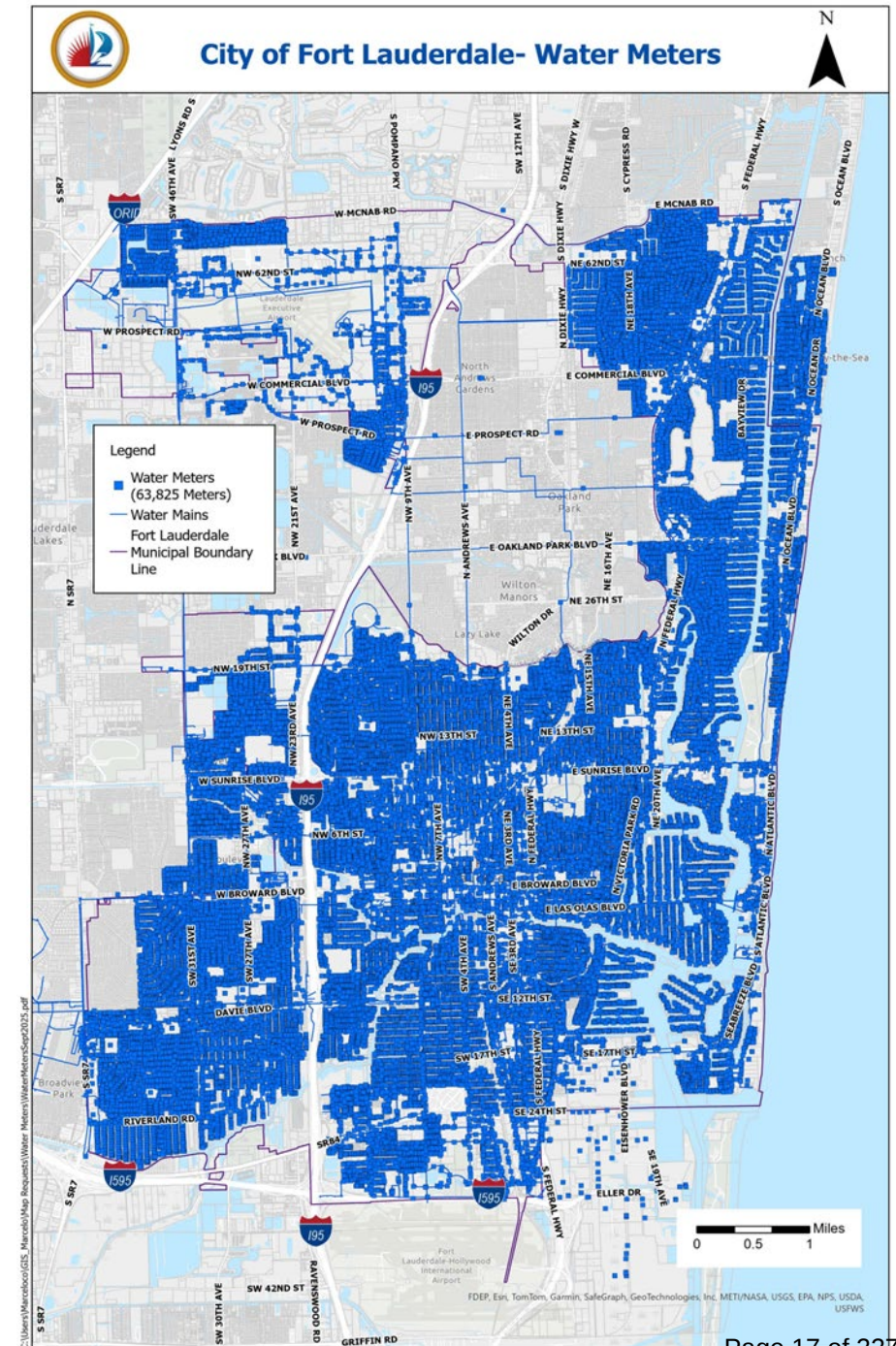
Program Scope

Phase I: Delivery and Installation

- Replace approximately 65,000 existing water meters (like-for-like)
- Install and commission the AMI network and confirm standards compliance

Phase II: Operation & Maintenance

- Core & Main will operate and maintain the AMI system for 15 years
- Provide 24/7 monitoring, maintenance, system updates, and performance optimization



Field Observations

Field conditions encountered in an existing distribution system



Bees



Roots



Roots

Field Observations, continued



Obstruction



Obstruction



Concrete



Program Status & Deployment Update

The program has transitioned from planning to full execution

- AMI deployment launched December 2025
- Installations started slowly with 5-15 installations per day
- Installation pace ramped up in March 2026 to approximately 200 installs per day, four days per week
- Increase to 400 meters per day in May/June, four days per week
- Expected completion of all installations in mid to late 2027
- 6,900 meters installed as of May 4, 2026

Lauderdale-By-The-Sea

Installation Start: May 7, 2026

Number of water meters to be replaced: ~ 1,600 Meters

Expected duration: One (1) month

What Residents Can Expect

Before installation

Pre-installation notification postcard
Community outreach and information

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!

During installation

Short, minimally disruptive visit (like-for-like meter exchange)



After installation



New Smart Water Meter

Before and After



AMI Water Meter Installation



STAY CONNECTED

There are several ways to get program updates and answers to any questions about the Smart Water Meter program!

Visit SpotlightFTL.COM



Follow the City of Fort Lauderdale on social media:

FTLcity.info/connect



Call us on the Smart Water Meter Hotline:

954-745-0567, Extension 308

Send us an Email:

SmartMetersFTL@brizaga.com

THANK YOU!



Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: May 12, 2026

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

Submitting Department: Public Safety

Item Type: Public Safety Discussion

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO April 2026 Public Safety Report

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

Recommendation:

Exhibits:

1. 4. TM Report-April 2026



Sheriff Gregory Tony, Ph.D.

Date: May 5, 2026

To: Ken Rubach
Town Manager

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

Subject: BSO Public Safety Report- April 2026

PERSONNEL CHANGES:

None

EMPLOYEE OF THE MONTH: Detective Ben Koos

On April 10, 2026, during the early morning hours, two unidentified suspects used a gray dually truck to pull behind a victim's pickup truck and unlawfully enter the vehicle. The suspects stole several valuable items, including a firearm, before fleeing the scene. The burglary was reported later that morning, and initial investigative efforts by BSO District 13 Bravo team members, along with available license plate reader data, did not immediately produce viable leads. However, surveillance footage from the Town of Lauderdale-By-The-Sea captured images of the suspect vehicle and individuals involved, providing the first significant investigative direction.

Detective Benya Koos was assigned to the case and promptly initiated a detailed follow-up investigation. Using a combination of investigative tools and his extensive law enforcement experience, he identified the suspect vehicle and developed a lead on the primary suspect. A countywide BOLO was issued, and Koos further determined that the suspect had an extensive criminal history and was semi-transient, frequently operating in the Dania Beach area. This information was quickly shared with partner agencies to assist in locating the suspect.

On April 16, 2026, coordinated efforts led to a traffic stop by BSO Dania Beach units, where the suspect was found riding in a stolen vehicle displaying a counterfeit temporary tag. Detective Koos conducted a post-arrest interview, during which the suspect made multiple admissions regarding the burglary. Several stolen items belonging to the victim were also recovered. The suspect was subsequently charged and remains in custody. Detective Koos' investigative work and coordination with neighboring units directly resulted in the identification, apprehension, and successful prosecution of the suspect.

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

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery, or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home, or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out of town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed about the importance of shredding documents, being aware of suspicious individuals, protecting passwords, and exercising caution when revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant enables additional maritime patrols throughout the Town's waterways and adjacent ocean areas.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate between assisting with administrative duties and patrolling local neighborhoods as an extra pair of eyes and ears, supplementing deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with the State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This patrol mode allows deputies to interact one-on-one with our residents and visitors. Deputies conducted 0 hours of bike patrol.

- **All-Terrain Vehicle Patrol:** The ATVs / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol plays a crucial role in marine fisheries regulation, enforcement, and protection. Deputies used the ATV / Polaris for 193 miles and 29 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or who are otherwise experiencing mental health crises or are homeless and in need of services. Four (4) individuals were experiencing a mental health crisis. They were transported to Imperial Point Hospital. Five (5) individuals experiencing homelessness were contacted during this period, with all refusing services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool for Public Safety. ***See Notable Incidents/Arrests below.***
- **e-Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues, and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office website @ www.sheriff.org.
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This enables the district to notify residents about any traffic issues and other significant public safety concerns affecting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Sutter to provide information to the public via social media. Follow us @BSOLBTS.

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

On April 11, 2026, the BSO Lauderdale-by-the-Sea District hosted its annual **Operation Medicine Cabinet / Shred-A-Thon** at Assumption Church. The event saw strong community participation, resulting in the collection and secure destruction of 17,700 pounds of paper documents. In addition, residents turned in 6.6 pounds of controlled substances and 64.8 pounds of non-controlled medications for safe disposal. As an incentive for participation, 72 Publix gift cards were distributed to attendees.

On April 12, 2026, Captain Sutter, Lieutenant Hopkins, and CSA Anderson attended the weekly **Lauderdale-by-the-Sea Farmer's Market**. During the event, BSO personnel staffed a district tent and conducted a fundraising effort supporting the **Special Olympics Law Enforcement Torch Run** by selling commemorative t-shirts. The initiative was well-received by the community and generated a total of \$754 in donations.

On April 15, 2026, Captain Sutter, Lieutenant Hopkins, and CSA Anderson also attended the **Art in the Park event at Friedt Park**. The newly painted mural on the park restroom facility was officially unveiled during the gathering. BSO maintained a visible community presence through a district tent, where deputies distributed agency giveaways and engaged with attendees throughout the event.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2604-000068 (Deputy Roach)

DATE/TIME: 4/2/26 @ 0126 hours

LOCATION: 4343 N Ocean Drive (Marathon Gas Station)

VICTIM: B/M (3/19/1979)

INCIDENT: **Theft**

SUMMARY: Deputy Roach contacted the caller by phone regarding his lost wallet. The victim had lost his black Versace wallet at the Marathon gas station sometime around midnight on the above date. The victim was currently at the 7-11 located at 3800 Andrews Avenue because an unknown person was attempting to use his Chime card at pump 3. The stolen wallet contained a Chime Card, a Cash App card, a Social Security Card, and a birth certificate.

CASE: 13-2604-000080 (Deputy Klier)

DATE/TIME: 04/02/2026 @ 0544 Hours

LOCATION: 4618 Sea Grape Drive

VICTIM: W/M (11/12/1986)

INCIDENT: **Burglary Conveyance (No Loss Reported)**

SUMMARY: On April 2, 2026, at approximately 5:45 AM, Lauderdale-By-The-Sea D13 Deputies were dispatched to a 20-minute delayed burglary conveyance. Upon arrival, responding Deputies were advised by the witness that she had observed two males entering the victim's vehicles. According to the reporting person, the unknown males then fled southbound on Sea Grape Drive. She called 911 shortly after to report the delayed burglary, after first notifying the victim. There was nothing taken from the victim's vehicles, and no injuries were reported. The victim was asleep at the time of the incident. The vehicles were left **unlocked** overnight. The vehicle's interior was processed for DNA.

CASE: 13-2604-000084 (Deputy Klier)

DATE/TIME: 04/02/2026 @ 0843 Hours

LOCATION: 4607 W Trade Winds Ave

VICTIM: W/F (12/18/1970)

INCIDENT: **Burglary Conveyance (No Loss Reported)**

SUMMARY: On April 2, 2026, at approximately 8:42 AM, Lauderdale-By-The-Sea D13 Deputies were dispatched to a delayed burglary conveyance. Upon arrival, the responding Deputies were advised by the victim that her vehicle had been unlawfully entered; however, there was no loss or damage. There was no known suspect at the time of the initial report. There was nothing taken from the victim's vehicles, and no injuries were reported. The victim was asleep at the time of the incident. The vehicle was left **unlocked** overnight. The vehicle's interior was processed for DNA.

CASE: 13-2604-000134 (Deputy Figueroa)
DATE/TIME: 4/3/26 @ 0201 hours
LOCATION: 4601 El Mar Dr, Room #27 (Coral Key Inn Hotel)
VICTIM 1: W/F (10/4/1965)
VICTIM 2: W/F (3/12/1999)
WITNESS 1: Miranda Rose Cairns (W/F 5/6/02)
WITNESS 2: Randy Jack Cairns (W/M 2/2/66)
INCIDENT: **Battery (Misdemeanor filing instructions)**
SUMMARY: Deputies responded to a disturbance call at 4601 El Mar Dr, Room 27. Investigation revealed that Victim 1 and Randy Cairns are married and are staying at this location. Randy invited his two adult daughters, Victim 2 and Miranda Cairns, to visit at this location. Victim 1 is not their mother. A verbal argument ensued between Victim 1 and Victim 2. The verbal argument escalated, and Victim 1 and Victim 2 made accusations of grabbing and pushing each other while inside the room. Due to the conflicting statements and the high level of intoxication of both parties, it was not possible to determine who was the primary aggressor. No injuries or marks were noticed at the scene. Victim 1 and Victim 2 both expressed the desire to press charges against each other. They do not meet the statutory definition of "family or household member," since they have never resided together. Misdemeanor case filing instructions were provided to both parties.

CASE: 13-2604-000143 (Deputy Swadkins)
DATE/TIME: 04/03/2026 @ 0606 Hours
LOCATION: 238 Hibiscus Ave, Condo 126
SUSPECT: Unknown Male
VICTIM: Patricia Dupuis, White female, DOB: 09/15/1946
INCIDENT: **Burglary Residence (Delayed)**
SUMMARY: On April 3, 2026, around 6:06 AM, Lauderdale-By-The-Sea Deputies responded to a burglary report. The victim said an unknown masked man entered her **unlocked** home and took her wallet while she was outside smoking. The suspect returned the wallet when she came back inside. There were no injuries or losses reported. Her husband was sleeping at home at the time. The wallet was in her purse, which was hanging on the back of the front door; the suspect took it from inside the purse while inside the house. The suspect, described as wearing a mask, was confronted by the victim after she returned. He handed her the wallet, claimed he was an Amazon delivery driver, and then left in an unknown direction. Deputies processed the scene and canvassed the area for additional crimes, witnesses, and video footage.

CASE: 13-2604-000147 (Deputy Swadkins)
DATE/TIME: 04/03/2026 @ 0835 Hours
LOCATION: 220 Hibiscus Ave
VICTIM 1: W/M (05/12/1946)
VICTIM 2: W/M (10/16/1945)
INCIDENT: **Burglary Conveyance**
SUMMARY: On April 3, 2026, at approximately 8:35 AM, Lauderdale-By-The-Sea Deputies responded to a report of a delayed burglary conveyance where multiple conveyance burglaries were discovered. An unknown suspect took \$22.00-24.00 in coins from the interior of one vehicle and a handicap placard from another vehicle. A review of LBTS CCTV revealed that an unknown male suspect, dressed in a black hoodie, shorts, black shoes, and a mask (the same description as provided in BSO 13-2604-000143), illegally entered the **unlocked** vehicles. The time on the LBTS CCTV was approximately 0540 hours at the time of the incident. Bravo Deputies responded, processed the scene, conducted an area canvass for other crimes, and attempted to locate witnesses and video. A report was written and BWC was in use.

CASE: 13-2604-000534 (Deputy Bickel)

DATE/TIME: 04/10/2026 @ 1136 hours

LOCATION: 5450 N Ocean Boulevard

SUSPECT: Unknown

VICTIM: W/F (04/27/1952)

INCIDENT: **Fraud (Delayed)**

SUMMARY: On April 10, 2026, at approximately 11:36 AM, Lauderdale-By-The-Sea Deputy Bickel took a delayed report of a fraud from the victim. She reported that an unknown female responded to her residence and collected her Chase debit cards from her on April 9, 2026. The female suspect represented herself as a Chase employee. On April 10, 2026, the victim consulted with Chase Bank and was advised that the bank was investigating fraudulent activity on her account. The bank was also reinstating fraudulent charges of more than \$16,000.00. The victim responded to the D13 Office and requested a report.

CASE: 13-2604-000543 (Deputy Swadkins / Detective Koos)

DATE/TIME: 04/10/2026 @ 1732 hours

LOCATION: 4050 N Ocean Boulevard

VICTIM 1: W/M (10/11/1954)

SUSPECT 1: **Francisco Liscano W/M (02/26/1991)**

SUSPECT 2: **Johnson Samson B/M (01/17/1993)**

INCIDENT: **Burglary Conveyance (Arrest)**

SUMMARY: On April 10, 2026, at approximately 5:32 PM, deputies assigned to the Lauderdale-By-The-Sea district responded to a delayed report of a vehicle burglary. Review of surveillance footage revealed that at approximately 0303 hours, a Chevrolet truck approached the victim's vehicle, at which time two unidentified subjects exited and removed several bags and the vehicle's engine battery. The victim reported the theft of miscellaneous tools, a cellular phone, and a firearm.

UPDATE: Through investigative efforts, Detective Koos utilized the **town's surveillance camera system** to identify the suspect vehicle. On April 16, 2026, members of the Broward Sheriff's Office Dania Beach Crime Suppression Team (CST) located the vehicle and conducted a felony traffic stop. The vehicle was confirmed to be stolen, with altered VIN plates in an apparent attempt to conceal its identity. Both occupants were detained and interviewed. The driver, Johnson Sampson, was charged with Grand Theft Auto and Misuse of a Temporary Tag. The passenger, Francisco Liscano, confessed to the burglary and theft of items from the victim's vehicle. Liscano was subsequently charged with Grand Theft Auto, Burglary of a Conveyance, Grand Theft, Possession of Counterfeit License Plates, Possession of a Firearm by a Convicted Felon, and two counts of Violation of Probation. During an inventory of the stolen vehicle, Detective Koos recovered multiple items belonging to the victim. Both subjects were transported to the Broward County Main Jail without incident. The investigation is ongoing for a possible third suspect.

CASE: 13-2604-000570 (Deputy Figueroa)

DATE/TIME: 4/11/2026 @ 0138 hours

LOCATION: 4660 El Mar Drive

ARRESTEE: Manuel Medina, H/M 10/02/1985

VICTIM: W/M (10/11/1960)

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

SUMMARY: The victim and the defendant have been in a domestic relationship for four years and reside together in Minnesota. They are visiting Florida and staying at the Plunge Resort in LBTs. They were involved in a physical altercation in their room during which the defendant struck the victim in the face with his hands. The defendant left the scene prior to the deputies' arrival but

later returned and was taken into custody. The defendant complained of a seizure earlier in the night and was medically cleared at Holy Cross Hospital before being TOT the Main Jail.

CASE: 13-2604-000587 (Deputy Swadkins)

DATE/TIME: 4/11/26 @ 0907hrs

LOCATION: 3900 North Ocean Drive (Fountainhead Condo)

Victim: W/M (7/8/1964)

INCIDENT: **Theft (Bicycle)**

SUMMARY: Victim advised his **unlocked** bicycle was stolen between 4/4/26 and 4/8/26 from the northeast corner of the parking garage. Security was unable to retrieve surveillance footage at the time. The approximate value of a bicycle is \$200.

CASE: 13-2604-000702 (Deputy Barnett)

DATE/TIME: 04/13/2026 @ 1948 hrs.

LOCATION: 4438 Bougainville Drive

VICTIM: W/F (05/12/53)

ARRESTEE: Suzanne Vignola W/F 01/07/95

INCIDENT: **Domestic Battery 65> Older (Arrest)**

SUMMARY: The victim stated that Suzanne (daughter) started a verbal argument with her about maintenance workers of the building taking a door jam from the condo. The victim stated that Suzanne then became violent, striking her on her arms and body with closed fists. The victim stated Suzanne finally head-butted her, causing a large red mark and a small cut on the right side of her forehead. The victim stated they had recently come down from their other home in New York, where they also reside as a family unit. The victim expressed her desire to prosecute. Suzanne was taken into custody and charged accordingly.

CASE: 13-2604-000715 (Dep Pitulan)

DATE/TIME: 04/14/2026 @ 0146 hrs.

LOCATION: 4137 Bougainville Drive

ARRESTEE: Arturo Acosta W/M 08/21/65

INCIDENT: **Disorderly Intoxication (Arrest)**

SUMMARY: Deputies responded in reference to loud music calls and the subject knocking on doors, disturbing other residents at the above-listed residence. Contact was made with the property manager, who stated she was the daughter of Arturo (arrestee), and that persons who were renting (Airbnb) were calling in disturbance reports and complaining. Arturo stated that he did not care about the other people's complaints and that they could leave because he is the owner of the building. While deputies were on scene, Arturo continued yelling at deputies and causing a disturbance. Deputies tried to advise Arturo to return to his apartment and go to bed, but he refused. Arturo had slurred speech and smelled heavily of alcoholic beverages. Deputies were on the public sidewalk outside of the residence when Arturo approached deputies again, yelling and causing further disturbance. Arturo was then taken into custody and charged accordingly. After being taken into custody, Arturo continued to be uncooperative and continually screamed.

CASE: 13-2604-000718 (Dep Seedig)
DATE/TIME: 04/14/2026 @ 0227 hours
LOCATION: 4229 N Ocean Drive
VICTIM: W/M (01/13/1979)
ARRESTEE: Stephanie Bartasis W/F (06/23/1983)
INCIDENT: **Domestic Battery (Arrest)**
SUMMARY: Deputies responded to a report that the victim had called, stating his fiancée had started a verbal argument with him and had thrown a phone at him, striking him in the face. Contact was made with both parties at the above-listed residence. The victim allowed Deputy Seedig to listen to several recorded statements where Stephanie was yelling at him and calling him several names. The victim did have a small laceration on his right lower lip from where he stated he was struck by the cell phone. Stephanie stated the incident was just verbal and stated the cell phone she threw just hit the victim in the leg. Stephanie appeared to be heavily intoxicated and smelled of alcoholic beverages. Stephanie was taken into custody and charged accordingly. After being taken into custody, Stephanie became very uncooperative and continually screamed.

CASE: 13-2604-000765 (Dep Seedig)
DATE/TIME: 04/15/2026 @ 0046 hours (**Follow-Up Investigation**)
LOCATION: 4563 N Ocean Dr
VICTIM: State of Florida
SUSPECT: Detrice Williams, BM DOB: 04-30-1973
INCIDENT: **Career Offender - Failure to change address**
SUMMARY: Deputy Seedig located the Career Offender, Detrice Williams, who was in BSO Custody at the main jail for Burglary Warrants & VOP. Deputy Seedig's criminal investigation revealed that this offender had absconded without updating his Florida DL address within the proper time frame, and as a result, he was additionally charged with a felony for violating Florida Statutes. Case information will be forwarded to ASA for felony review.

CASE: 13-2604-000811 (Dep Figueroa)
DATE/TIME: 04/15/2026 @ 2329 hours
LOCATION: 226 Allenwood Drive
VICTIM: State of Florida
ARRESTEE: Erica Dykes B/F (02/28/2026)
INCIDENT: **Burglary Conveyance / Attempted Grand Theft Auto (Arrest)**
SUMMARY: Deputies responded to a suspicious person call. The caller advised that a B/F with a red shirt and dark pants approached him at his residence, asking for a ride to Miami, Pembroke Pines, and then to CVS. Caller advised that the B/F suspect was now walking around, knocking on several residents' doors. Deputies attempted to locate the suspect upon arrival with no success after an exhaustive canvass of the surrounding area. Upon leaving the area, Deputy Figueroa decided to check one more abandoned residence. Deputy Figueroa parked his BSO-marked unit in front of the residence and started walking into the driveway, approaching the residence when he heard his marked unit's door slam shut. He immediately turned back toward his vehicle and observed the suspect in the driver's seat, with the door closed. Deputy Figueroa heard the engine accelerate as the suspect pushed the vehicle's gas pedal. Deputy Figueroa immediately ran back to his vehicle, opening the driver's door to observe the suspect pulling on the gear shifter, attempting to put the vehicle in drive to leave the scene. A backup deputy arrived on the scene, and the suspect was removed from the vehicle and taken into custody without further incident. The suspect was interviewed by Detective Sheffield at the Lauderdale-By-The-Sea District Office. Post-Miranda, the suspect confessed to the incident and was charged with Burglary Conveyance and Grand Theft Auto.

CASE: 13-2604-000849 (Deputy Figueroa)
DATE/TIME: 4/16/2026 @ 1921 hours
LOCATION: 106 Commercial Blvd (Vinnie's by the Sea restaurant)
SUSPECT: Henry Fiorillo, W/M (10/27/1954)
VICTIM: W/M (2/5/1960)
INCIDENT: **Battery on Person 65 or older (Arrest)**
SUMMARY: A verbal dispute broke out between the victim and Henry Fiorillo when the victim approached Fiorillo while he was eating at Vinnie's Restaurant. They exchanged words, which escalated into a physical fight. Fiorillo struck the victim in the face with a spinning back elbow. He then fled on foot but was later caught and arrested for Battery on a person over 65 years old.

CASE: 13-2604-000897 (Deputy Cathcart)
DATE/TIME: 4/17/2026 @ 2243 hours
LOCATION: 14 Commercial Blvd (Pier 14)
VICTIM 1: B/M (4/25/1980)
VICTIM 2: W/M (2/15/1990)
VICTIM 3: B/F (9/14/1984)
INCIDENT: **Battery**
SUMMARY: Deputies responded to a fight call at Pier 14. Investigation revealed that Victim 1 and Victim 2, who are strangers to each other, were initially partying and interacting friendly inside of Pier 14. Suddenly, they started fighting with each other, and when Victim 1's girlfriend, Victim 3, got in between them to make them stop, she was pushed by Victim 2. Both parties claimed that the other started the fight. None of them wanted to pursue charges. All parties left without further incident. Report completed.

CASE: 13-2604-001248 (Deputy Ramcharan)
DATE/TIME: 04/24/2026 @ 1638 hours
LOCATION: 4653 N Ocean Drive
SUSPECT: Daniel Lee W/M (07/16/1968)
VICTIM 1: W/M (06/29/1972)
INCIDENT: **Battery - Misdemeanor Waiver Signed**
SUMMARY: On April 24, 2026, at approximately 4:38 PM, Lauderdale-By-The-Sea Deputies responded to a report of a domestic violence incident at the listed address. Upon arrival, the victim and the suspect, Daniel Lee, were both contacted. It was determined they are unrelated in any way and are merely staying in the same room as they are in recovery for addiction/rehabilitation. The victim reported that his roommate, Lee, was arguing about something that had happened earlier that day. Lee pushed his fist into the victim's face, not a punch; however, it was in anger. The victim graduated from his program today and is leaving the State of Florida tomorrow for Michigan. The victim did not want to prosecute and signed a BSO Waiver or Prosecution. The facility staff moved the two people into separate rooms so they would have no contact. Both parties agreed to this as an acceptable solution. The victim suffered no injury and refused any medical treatment on scene.

CASE: 13-2604-001274 (Deputy Boyian)
DATE/TIME: 4/25/2026 @ 0228 hours
LOCATION: 4013 N Ocean Drive
ARESTEE: Job Fields (W/M 3/3/1992)
INCIDENT: **DUI (Arrest)**
SUMMARY: The vehicle was observed and paced at excess speed on N. Ocean Dr. Upon being stopped, the driver showed signs of impairment. The DUI Task Force responded and conducted field sobriety tests. The driver was subsequently taken into custody and charged with: Driving Under The Influence, Unlawful Speed, Expired Tag over 6 months (2nd Off.), Expired DL, and Fail to Change Address on DL. The driver was transported to BAT for further testing and TOT Main Jail.

CASE: 13-2604-001279 (Deputy Figueroa)
DATE/TIME: 4/25/2026 @ 0539 hours
LOCATION: 4605 N Ocean Drive, #1
VICTIM: W/F (06/14/1994)
OFFENDER: Felix Fernandez W/M (04/22/1995)
INCIDENT: **Battery - Domestic Violence (Arrest)**
SUMMARY: Deputies were advised by the victim that she was battered by the suspect, Felix Fernandez, with whom she is in a domestic relationship. An investigation was conducted, and Fernandez was arrested for Domestic Violence Battery. He was transported to the BSO Main Jail by Bravo Shift Deputies.

CASE: 13-2604-001382 (Deputy Ogando)
DATE/TIME: 4/26/2026 @ 2044 hours
LOCATION: 4552 Bougainvillea Drive, #26
VICTIM: W/F (02/23/1969)
OFFENDER: Paul Bishop W/M (11/18/1969)
INCIDENT: **Battery - Domestic Violence (Arrest)**
SUMMARY: Deputies were advised by the victim that she was battered by the suspect/offender, Paul B Bishop, who threw body lotion and mouthwash (Listerine) on the victim's body and face, causing redness and irritation. The subjects have a domestic relationship. An investigation was conducted, and Bishop was arrested for Domestic Battery. He was transported to the BSO Main Jail for booking.

CASE: 13-2604-001586 (Deputy Boyian)
DATE/TIME: 4/30/2026 @ 2119 hours
LOCATION: 1 Commercial Blvd
ARESTEE: James Leary W/W (07/21/1974)
VICTIM: W/M (10/03/1969)
INCIDENT: **Battery (Arrest)**
SUMMARY: The victim was a patron at Aruba's restaurant and was seated at the bar with a friend. The victim stated that the arrestee apparently became angry that the victim took his seat at the bar. A verbal argument ensued, followed by a physical altercation during which the defendant struck the victim about the head with a closed fist several times. The victim suffered lacerations, redness, and swelling in and around his left ear. Several independent witnesses stated that the defendant was the primary aggressor and struck the victim first. Defendant was medically cleared at Broward General Hospital and transferred to the Main Jail.

MONTHLY ARREST LOGS:

Misd/Fel	Charge	Street	Case
Fel	Burglary	4050 N Ocean Dr	13-2604-000543
Misd	Domestic Battery	4660 El Mar Drive	13-2604-000570
Fel	Domestic Battery 65yoa or older	4438 Bougainvilla Dr	13-2604-000702
Misd	Disorderly Intoxication	4137 Bougainvilla Dr	13-2604-000715
Misd	Domestic Battery	4229 N Ocean Dr	13-2604-000718
Fel	Career Offender - Fail to Change	4563 N Ocean Dr	13-2604-000765
Fel	Burglary/Auto Theft	226 Allenwood Dr	13-2604-000811
Fel	Battery - 65yoa or Older	106 Commercial Blvd	13-2604-000849
Misd	DUI	4013 N Ocean Dr	13-2604-001274
Misd	Domestic Battery	4300 Sea Grape Drive	13-2604-001279
Misd	Domestic Battery	4552 Bougainvilla Dr	13-2604-001382
Misd	Battery	1 Commercial Blvd	11-2604-001586

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2025 YTD	2026 YTD
AUTO THEFT	1	0	8	1
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	5	0	4	5
BURGLARY-RESIDENCE	1	0	3	2
BURGLARY-STRUCTURE	0	0	1	0
FORCIBLE SEX	0	0	1	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	1	0
HOMICIDE	0	0	0	0
ROBBERY	0	0	2	0
THEFT-GRAND	0	1	7	3
THEFT-PETIT	2	2	12	8
TOTALS	9	3	39	19

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	21
COP Hours Worked - Month	123
COP Patrol Miles - Month	617
COP Hours Worked - YTD	502
COP Patrol Miles - YTD	2321

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	9

COP Beach Patrol Hours – Month	12
COP Beach Patrol Hours - YTD	90.75

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

	Month	2026 YTD
Reserve Deputy - Days Worked	3	13
Reserve Deputy - Hours Worked	18	95.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The April 2026 Monthly Staffing and Statistical Report is attached.



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

April 30, 2026

CURRENT STAFFING ALLOCATIONS

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

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
			TOTAL	0



Lauderdale by the Sea

Monthly Activity

April 2026

Reports/Calls	
Miscellaneous Service	
Event Reports	53
Accidents	14
Calls for Service	1,592

Traffic	
Types of Citation	
Non-Moving / Moving Citation	33
Warnings	86
Parking	0
DUI	1
Total Citations	120

Arrests	
Type of Arrest	
Felony	6
Misdemeanor	6
Warrant (Felony)	0
Warrant (Misd.)	0
DUI (Misdemeanor)	0
DUI (Felony)	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	0
Total Arrests	12

Time Worked	
Hours Worked	
Bike Patrol	1
Court Overtime	9
Training Hours	156
Detached	0
Other Overtime	67.75
Days Worked	30

General	
FI	8
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative
ATV/UTV: 193 Miles / 29 Hours
Reserve Deputies worked 3 shifts (18 hrs)



Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: May 12, 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: Code Workshop

As mentioned previously, Staff has been working on preparing items to discuss with the Town Commission regarding Code. Staff is now prepared to move forward with scheduling this workshop and has suggested holding it prior to the Commission Meeting on Tuesday, May 26th at 5:00pm. We are seeking consensus on this date or a proposed alternative date that is suitable to the Commission.

Coffee with a Cop

Come join our dedicated BSO team for coffee and doughnuts on Friday, May 22nd, from 9-11am at the Pavilion! This is your chance to interact with our dedicated law enforcement professionals and the opportunity to ask any questions you may have. We look forward to seeing you there!

BROWARD SHERIFF'S OFFICE

Coffee with a Cop

Join us to meet your local first responders and learn more about BSO!

DATE: May 22, 2026

TIME: 9a-11a

LOCATION: Beach Pavilion
0 Commercial Blvd
Lauderdale By the Sea

For additional information, please contact:
Lt. Toni Hopkins at toni_hopkins@sheriff.org

Sheriff Gregory Tony, Ph.D.
sheriff.org

#BrowardBSO #SHERIFFSOCIETY

This is a public event. Photos may be taken and used publicly for illustration, advertising, and web or social media content.

Dive into Summer

With May officially in full swing, we are excited to host everyone for the Town's annual Dive into Summer celebration. This year Dive is expanding into a two-day event, taking place Friday, May 29th, from 5:00p.m.-9:00p.m. and Saturday, May 30th, from 5:00p.m.- 10:00p.m. Friday evening will include bands in El Prado Park with bar service provided by Scuba4Good, while Saturday is enhanced with an artisan vendor village, comprised of local, community-based merchants, as well as a dining village. We welcome the opportunity for and encourage Town businesses to set up in either area! Please contact our Events Manager, Katie Anderson (954-640-4209), for more information.

New this year, we're introducing the Lauderdale-By-The-Sea Dive Log! From Friday, May 15, through Saturday, May 30, participants can explore as many participating businesses as possible while enjoying special offers and incentives along the way. Dive Logs will be available at Town Hall (4501 N Ocean Drive) and at participating locations.

This program is designed to help residents discover new local favorites while also taking advantage of exclusive deals at the places they already love. The more stops you make, the more punches you earn—and the better your prize! Completed Dive Logs can be redeemed at the Scuba4Good tent during the Dive into Summer event.

LAUDERDALE BY•THE•SEA



DIVE•INTO SUMMER

Farmer's Market

The 2025–2026 Farmers Market season has come to a close and what a fantastic season it was. We welcomed new vendors, introduced additional entertainment, and, of course, enjoyed all of our favorite returning staples. For more than a decade, the Farmers Market has continued to grow and evolve, serving as a cornerstone of community engagement. We look forward to welcoming everyone back later this year for another great season.



IPW Conference/Town Concert

Greater Fort Lauderdale is gearing up to welcome 4,500+ attendees to the IPW Conference, hosted by Visit Lauderdale at the Broward Convention Center. Conference attendees — comprised of travel buyers, suppliers, travel agents, writers, and more — will take over South Florida for an anticipated two weeks, including time before and after the conference. To provide attendees with an especially warm welcome, you will begin to see welcome signage from bridge to beach later in the month, welcoming everyone into Town.

Visit Lauderdale built out a "Show Your Badge" program in which attendees receive an incentive or treat for visiting a participating establishment and showing their lanyard. We are thrilled that so many of our Town partners have registered to be a part of the initiative. Staff has built out a toolkit for those businesses who have signed up that includes window clings to display in storefront windows, social media inspiration, and promotion at the Town's exhibit space.

On Wednesday, May 20th — a free night during the Conference itinerary — the Town will be hosting one of our community's favorite street parties. Private Stock will take the stage at 7pm with the stage set at Commercial + A1A. We are inviting attendees of the conference to come and experience our special beachside town, as well as our residents and neighbors who always join us for a good time.



Upcoming Budget Workshops

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

Upcoming Meetings

- Commission Meeting — Tuesday, May 26th at 6:30 pm

Recommendation:

Exhibits: None



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: May 12, 2026

Submitted By: Melissa Vasami, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes of the April 14, 2026, Regular Town Commission Meeting

Explanation: Approval of Minutes of the April 14, 2026, Regular Town Commission Meeting

Recommendation: Accept/Approve

Exhibits:

1. Draft Minutes of the Town Commission Meeting – April 14, 2026



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
Jarvis Hall
4505 N. Ocean Drive
Tuesday, April 14, 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 (by phone until 8:03 p.m.), Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Ken Rubach, Town Attorney Susan Trevarthen, Public Works Director Chris Lips, Assistant Finance Director Edner Saint-Jean, Development Services Director Jhanelle Campbell, Assistant to the Town Manager Courtney Easley, Events and Marketing Manager Katie Anderson, 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

Commissioner DeNapoli requested that Item 10.a, Approval of Minutes, and Item 12.a, Pier Update, be heard near the beginning of tonight's Agenda, as he may be unavailable for the later part of the meeting and wished to speak on both Items.

The following Items were taken out of order on the Agenda.

10. APPROVAL OF MINUTES

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

Commissioner DeNapoli requested that the minutes of the above meetings be adjusted in accordance with his written comments, which he had provided to the Town Manager and which were distributed to the Commissioners by Staff at this time. They included the following changes to the March 10, 2026, minutes:

- P.3, paragraph 1, changes to be made for consistency with Commissioner DeNapoli's prepared comments on the Item; paragraph 6 on the same page, revise "27" to "all but six"
- P.4: changes to be made for consistency with Commissioner DeNapoli's prepared comments on the Item
- P.18: changes to be made for consistency with Commissioner DeNapoli's prepared comments on the Item

Motion made by Commissioner DeNapoli, seconded by Commissioner Pouloupoulos, to approve as amended. Motion carried 4-1 (Commissioner Graziano dissenting).

6. PUBLIC COMMENTS

At this time, Mayor Malkoon opened public comment.

Marc Pearson, resident, thanked the Commission for their work on behalf of the Town.

Cristie Furth, resident, expressed concerns with transparency and Staff guidance regarding the co-designation of roadways. She pointed out that a May 13, 2025, Agenda Item Staff Report outlined the Town's lack of a formal street-naming policy and proposed guidance that could assist the Commission in making an informed decision. The naming of a Town property or facility also requires a supermajority vote for approval, as established in the Resolution 2023-59.

Ms. Furth concluded that both Resolutions addressing co-designation were brought forward without following Staff recommendations, establishing a formal street-naming policy, or engaging with affected residents and businesses. She concluded that disregarding Staff guidance on sensitive issues can erode public trust.

Ms. Furth provided a draft Agenda Item Report dated May 13, 2025, to the Town Clerk for inclusion in the public record.

Ann Marchetti, resident and President of the Lauderdale-By-The-Sea Garden Club, addressed the Arbor Day Proclamation on tonight's Agenda. She emphasized the collaborative relationship between the Garden Club and Town Staff, thanking the Public Works Department in particular for their ongoing support. Arbor Day will be celebrated on Friday, April 24, 2026, at 10:00 a.m. in Friedt Family Park by planting a tree in memory of Assistant to the Public Works Director Tiana Ganswith.

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

12. OLD BUSINESS

a. Pier Update

Development Services Director Jhanelle Campbell reported that Fisherman's Pier remains under enforcement from Code Compliance due to a lack of maintenance since its damage by Hurricane Irma in 2017. This case has been ongoing since 2018, and the property has remained out of compliance for approximately 1,600 days. Outstanding fines to date are roughly \$373,500 and continue to accrue at a rate of \$200/day. Additional storm damage in 2022 rendered the Pier unsafe and nonfunctioning, resulting in closure of the nearby bait shop. The project now involves full replacement of the Pier.

The most recent submission by its owner was made at a February 2026 Code Compliance hearing, at which the Town was informed that the project has entered the design & coordination phase, which is required before the permitting process may advance.

At the February hearing, the Special Magistrate requested that the Pier come before her for an update at the May 28, 2026, hearing. The fines accrued thus far have not been recorded as a lien on the property in order to provide Town Staff with continuing oversight and to allow information to be shared with the public. The Special Magistrate may, however, choose to certify the fines as a lien upon compliance. Redevelopment continues to progress incrementally. Staff will continue to provide the Commission with periodic updates.

At this time, Mayor Malkoon opened public comment on the Item.

Bill Ciani, resident, stated that since the Pier has been out of commission, it has been responsible for a loss of tourism, which has negatively affected businesses in the area. He suggested that a new pier be built outward from the Town Square and concluded that a pier under the control of the Town may be able to receive donations from private entities.

Howard Goldberg, resident and Chair of the Chamber of Commerce, pointed out that the Town has lost 13 businesses over the last year and revenues are down. He has met with the Pier's owner and with some individual Town Commissioners, to present a plan

to raise funds for the Pier. He concluded that with the assistance of the property owner, the Chamber of Commerce, and Town residents, the Pier can be restored.

Annie Berry, resident, also noted that the Chamber presented a plan to the Pier's owner which would assist in gathering funds to rebuild the Pier. One aspect of the proposal was a "buy a plank" program. In light of business closures, however, she has reevaluated that plan and requested that the updated plan be placed on the next Town Commission Agenda for presentation and discussion.

Spiro Marchelos, resident and owner of the Pier, stated that the structure was first damaged in 2018, and there have been multiple issues which delayed the repair process since that time. He recommended allowing the fines to continue to accrue, noting that they will be addressed "when the time comes." He concluded that he was interested in the buy-a-plank program mentioned earlier if the use of that revenue were further clarified.

With no other individuals wishing to speak on the Item, Mayor Malkoon closed public comment.

Mayor Malkoon observed that he appreciated the community's desire to see the Pier restored but pointed out that the Pier is private property. He noted that surveys of the site have been taken and a report is expected in 90 days. He concluded that private properties should not come before the Commission and the Town.

Town Manager Ken Rubach advised that Town Staff is working on a mitigation plan for the Pier, which will be brought forward at a future Commission workshop.

Commissioner Graziano emphasized the importance of the Pier to the Town, and recalled that he had met with Chamber of Commerce leadership and the Pier's owner to hear the Chamber's proposal, all of whom had indicated willingness to explore possible cooperation going forward. He noted that he did not speak on behalf of the Town at that meeting.

Commissioner DeNapoli briefly addressed the comments provided during Public Comment, describing them as inaccurate and inappropriate. With respect to the Pier, he shared the Mayor's view that this private property should not continue to come before the Commission, but also advised that he would like to see the structure repaired.

Commissioner DeNapoli continued that he had looked into similar situations with other privately owned piers in the state of Florida, and cited those examples, which had resulted in the demolition of one structure, the loss of another due to a storm, and the restoration of another through a public-private partnership. He concluded that the process should be given the appropriate time, and a creative approach may be sought to address the issue.

Commissioner Pouloupoulos commented that he did not believe most residents fully understood the complexity of the repair process, which involves multiple levels of approval from the Town to the state of Florida. He felt the owner's company should continue to handle the process for that private property.

Vice Mayor Strauss observed that a time may come in the future at which the Pier must either be repaired or removed and pointed out that updates on this Item are important for this reason, suggesting that these be provided quarterly going forward so the Commission can discuss next steps if no progress is made. He agreed that the Town was not in a financial position to become involved outside the ongoing Special Magistrate process.

Vice Mayor Strauss concluded that he would like more information on the proposed buy-a-plank program in the future, as he did not have any previous knowledge of that suggestion.

Mayor Malkoon noted that the Town's website maintains a page that posts information on the Pier, and updates will continue to be posted there. Development Services Director Campbell advised that she posts information following the Special Magistrate meetings at which the Pier is discussed.

Commissioner Graziano requested that a workshop be scheduled for the Commission to discuss Code Compliance fines. He recommended clarifying the Town's policy on these fines in a way that would make it clearer what Code violations mean.

5. PRESENTATIONS

a. Ericks Consultants Inc. Legislative Session Overview

Candice Ericks, representing Ericks Consultants, provided an overview from the most recent Florida legislative session, noting that 199 policy bills have passed. The session ended on March 13, 2026; however, both chambers of government elected to finish

policy only on that date while keeping the budget conversation alive. Lawmakers may return to Tallahassee to further discuss specific issues in April or May. Ms. Ericks noted that the two chambers are not yet aligned on budget negotiations, which means those discussions are not expected to continue in April. A budget must be established by July 1, 2026.

Lauren Jackson, also representing Ericks Consultants, further clarified that the legislature does not have a property tax plan at present, but options include a potential additional exemption of \$50,000 to \$100,000. The full elimination of non-school homestead property taxes passed by the House of Representatives is not a likely choice. She recommended that the safest choice is to prepare for substantial changes to tax policy.

Ms. Jackson reviewed the following bills passed by the Florida Legislature:

- Sovereign immunity cap increases to \$350,000 and \$500,000; the Governor has not yet indicated whether or not he will sign this bill
- Local government spending bill, which revises the time frames for posting budget amendments and proposed budgets and requires a minimum 10% reduction exercise of the Town's tentative budget at least 14 days prior to adoption, excluding public safety expenditures, which may not be reduced
- An additional bill addressing diversity, equity, and inclusion (DEI) activities, which would allow local elected officials to be removed from office if they are found to be supportive of those activities; residents may bring private causes of action against municipalities that promote or support DEI
- Live Local Act 4.0, which expanded the existing Live Local Act to apply to properties owned by municipalities, counties, school boards, and some houses of worship; this bill did not include language addressing accessory dwelling units or vacation rental properties; a vacation rental preemption bill is expected to come back in 2027
- Building permits and inspections bill, which provides for a uniform commercial permit application and includes language limiting certain inspection fees and exempting some work below a certain cost threshold from requiring a permit
- Private school facilities language attached to Senate Bill (SB) 182, which would allow private schools with 150 or fewer students to locate in any commercial or mixed-use existing building without additional requirements from local governments aside from vehicular and pedestrian safety
- Utilities bill addressing municipalities that provide utility services for customers outside their boundaries; this would require annual meetings to be held within the subject jurisdiction

- Transportation bill including language addressing communication services in the right-of-way
- Micromobility safety bill, which establishes a task force for recommendations on micromobility devices and places limitations on the operation of e-bikes
- Property insurance bill, which would move more policies from Citizens Insurance and modify eligibility for Citizens policy owners

The following bills did not pass:

- SB 840: would have fixed an existing glitch in SB 180 to address geographical limitations on the actions that can be taken after a hurricane; this may or may not be addressed during the special session
- Additional bills related to private property, including ADUs, parking for home-based businesses, and more; this bill is expected to come back in 2027
- Starter Homes Act bill, which would have prevented land use regulations from applying to residential lots in the absence of a compelling government interest; this bill is also expected to return in 2027

Ms. Ericks also recognized Florida Representative Chip LaMarca for his support of a water project for the Town. She concluded that the team will keep the Town updated on the Legislature's upcoming budget negotiations during the special session. Mayor Malkoon requested the provision of email addresses for members of the appropriate House Committee so the Commissioners may reach out to them and show support for the funding request.

Vice Mayor Strauss requested more information about the possibility of Florida Power and Light (FPL) rate increases throughout the state of Florida. Ms. Ericks clarified that this bill did not pass.

Mayor Malkoon briefly noted House Bill (HB) 1103, which would make it easier for local governments to work with the Florida Fish and Wildlife Commission (FWC) on issues related to boating safety. He also emphasized the Town's ongoing commitment to public safety, responsible budgeting, protecting the character of the community, and ensuring infrastructure capacity, compatibility, and resilience.

Commissioner Graziano requested additional information on sovereign immunity. Town Attorney Trevarthen explained that if a personal injury occurs which is associated with a local government and the individual wishes to sue that government for damages, sovereign immunity places an upper limit on that government's liability. If the claimant

wishes to pursue more than this amount, they may reach out to the Florida Legislature to request passage of a claims bill to authorize payment of the excess amount.

Town Attorney Trevarthen noted once more that a bill intended to fix issues within SB 180 had failed, and the Town lacks the authority to make any changes that would be considered “more restrictive or burdensome” with respect to the development of property. She also reviewed how the updated Live Local Act may affect houses of worship, noting that local governments have also lost the ability to control these properties if they meet certain criteria.

Town Attorney Trevarthen continued that the Starter Homes Bill would mean all single-family neighborhoods could now have up to four units per parcel, emphasizing again that the Town would have no authority to control this change.

b. Arbor Day Proclamation

Mayor Malkoon read a Proclamation recognizing Friday, April 24, 2026, as Arbor Day in Lauderdale-By-The-Sea, adding that a tree planting will take place at 10:00 a.m. in Friedt Family Park on that day.

7. PUBLIC SAFETY DISCUSSION

a. BSO March 2026 Public Safety Report

Broward Sheriff’s Office (BSO) Captain Christopher Sutter recognized Deputies Robert Barnett and Alan Pitulan, who were named Employees of the Month for March 2026 in recognition of their actions in apprehending an impaired driver.

Captain Sutter continued that BSO attended the March 15, 2026, Farmers Market and has been raising money for the Special Olympics Law Enforcement Torch Run. He encouraged residents to attend this upcoming event, which will take place on A1A.

A Shred-a-Thon was held on April 11, 2026, and shredded 17,700 pounds’ worth of documents, as well as destroying 713 pounds of medication.

Spring break ended with no major incidents.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Rubach again invited residents to attend the upcoming Arbor Day event scheduled for Friday, April 24, 2026, in conjunction with the Lauderdale-By-The-Sea Garden Club at Friedt Family Park.

The Town's Easter Egg Hunt was a success. Town Manager Rubach recognized BSO and Citizen Observer Patrol (COP) personnel for their assistance with this event.

The Art in the Park event has been scheduled for 5 p.m. to 6:30 p.m. on Wednesday, April 15, 2026, to unveil the Town's new mural. Family-friendly activities will be available, and artist Jonathan Ramirez, who created the mural, will be present.

The Lauderdale-By-The-Sea Walking Tour is now live on the Town's website and is also available as an audio tour.

Town Manager Rubach introduced new Public Works Director Chris Lips, who comes to the Town from the City of Oakland Park.

Town Manager Rubach requested Commission direction regarding proposed budget workshop dates. It was determined that the first workshop will be scheduled on Wednesday, May 13, 2026, at 5:00 p.m., with a second meeting to focus on the Capital Improvement Program (CIP) scheduled for Tuesday, June 9, 2026, at 5:30 p.m.

9. TOWN ATTORNEY REPORT

Town Attorney Trevarthen briefly addressed Public Comment regarding the co-designation of roadways. She explained that while the Town had a naming policy, this does not apply to street names, but to the names of other types of facilities within the Town. This meant the vote on the co-designation did not require a supermajority for approval.

Town Attorney Trevarthen continued that she would work with her firm to establish dates for the Commissioners' annual required ethics training.

13. CONSENT AGENDA

None.

13. NEW BUSINESS

a. Special Event Application: Wellness By The Sea 05.07.26

Events and Marketing Manager Katie Anderson stated that resident Paz Saunders has submitted a special event application to host a nurses' edition of Wellness By The Sea. The event will be scheduled for Thursday, May 7, 2026, in El Prado Park and is inspired by Nurses' Week, which runs from May 6-12, 2026.

While the event targets the nursing demographic, it is open to all and offered at no charge. It will take place in El Prado Park and will include massage therapy as well as yoga and similar exercises. It will begin at 7 a.m. and will conclude at 11 a.m., with cleanup to end by 12:00 noon when the Park will reopen to the public.

The event space will be designated by yard signs and a 10x10 canopy. Water, t-shirts, and yoga mats will be available for purchase. The Applicant has paid the late fee for their Application. Staff recommends approval of the event.

Mayor Malkoon asked if private or for-profit business events have been previously allowed by the Town. Events and Marketing Manager Anderson confirmed this.

Commissioner Pouloupoulos made a motion, seconded by Commissioner Graziano, to approve. Motion passed 3-1 (Mayor Malkoon dissenting; Commissioner DeNapoli was not present for the vote).

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner Graziano advised that the Town's Audit Committee recently met and fulfilled the Town's legal obligation for audit review. Auditors Grau & Associates are putting the audit together, and it is expected by the end of May.

Commissioner Graziano continued that he has communicated with FPL regarding the data promised to the Town regarding the undergrounding of utilities. This will be followed by further discussion of including the Town's vulnerable neighborhoods in FPL's Storm Secure Underground Program (SSUP).

The mural lighting project may be more expensive than originally anticipated, and Commissioner Graziano indicated that he is considering alternate plans to finance the lighting.

Commissioner Graziano continued that he had participated in a legislative information program and workshop related to Code Compliance and has requested that the Town Manager invite the Commission to participate in a workshop on this topic as well.

Commissioner Graziano further clarified that he had voted earlier against approving the Town Commission meeting minutes of February 24 and March 10, 2026, with the clarifications provided by Commissioner DeNapoli because he did not feel it was appropriate for Commissioners to be given printed documents during a meeting and asked to review them at that time instead of in advance of the meeting. He emphasized that this was unrelated to the merits of Commissioner DeNapoli's changes.

Vice Mayor Strauss advised that as of April 12, 2026, the depths of the Hillsboro Inlet channel have been reduced to approximately 2.7 ft. during low tide. He recommended extreme caution, as significant shoaling is a threat, breaking seas have been reported, and sand has accumulated in the inlet.

Vice Mayor Strauss continued that he recently attended the Farmers Market and recalled that residents have suggested this regular event be extended.

Mayor Malkoon stated that the 2025 State of the Town is now available on the Town's website. He added that he has worked closely with microtransit provider Circuit to improve the efficiency and reliability of the Town's service and will meet with the Town Manager as well as representatives of Nova Southeastern University to discuss how to better protect and monitor the Town's reefs.

Mayor Malkoon continued that he was recently approached by a local business owner regarding safety concerns and plans to coordinate with Staff to ensure the issue is addressed promptly and appropriately while continuing to advance improvements to neighborhood lighting.

Mayor Malkoon advised that he spoke at the recent Easter Sunday sunrise service as well as the recent Easter Egg Hunt, and will speak with residents on Thursday, April 16, 2026, at Sea Ranch Condominiums. He reminded all present of the upcoming unveiling

of the Town's mural and the Garden Club's community Arbor Day tree planting and orchid walk on April 24.

The Mayor concluded that he plans to advance a number of items that will come before the Commission soon, as well as early planning for the Fourth of July events, including branding related to the upcoming 250th year celebration of America. He remains focused on serving Town residents and planning for the future.

16. ORDINANCES 1ST READING

None.

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

- a. **Resolution 2026-12: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH JANICE M. RILEY, INC., D/B/A THE PAVING LADY, FOR PAVEMENT RESURFACING AND DRAINAGE REPLACEMENT SERVICES, UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF HOLLYWOOD CONTRACT AWARDED PURSUANT TO INVITATION TO BID NO. IFB-116-23-OT; 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.

Public Works Director Chris Lips advised that the fiscal year (FY) 2026 CIP includes the resurfacing of a number of Town streets, which include

- Cypress Creek Drive
- Fiesta Way
- Bel Air Drive from A1A west to the gate
- Windward Drive
- Water's Edge

- East Tradewinds Avenue south of Commercial Boulevard
- West Tradewinds Avenue south of Commercial Boulevard
- South Tradewinds Avenue
- Basin Drive between East and West Tradewinds Avenue
- Datura Avenue from A1A to El Mar Drive
- Palm Avenue

Pipe repairs and pavement restoration are scheduled on traffic isles at the corner of Bel Air Avenue.

Public Works Director Lips continued that the Town has previously worked with The Paving Lady and will use a “piggyback” agreement on a contract from the City of Hollywood for \$363,680. The Town has budgeted \$400,000 for paving. The remaining \$36,000 may be used for patching throughout the Town.

Mayor Malkoon asked if there are existing standards for the raising of roadways to address drainage or other infrastructure concerns. Town Manager Rubach explained that the paving project will maintain the current pavement profile.

Commissioner Pouloupoulos made a motion, seconded by Commissioner Graziano, to approve. Motion carried 4-0. (Commissioner DeNapoli was not present for the vote).

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 8:30 p.m.

Mayor Edmund Malkoon

Lauderdale-By-The-Sea
Regular Town Commission Meeting
April 14, 2026

ATTEST:

Melissa Vasami, Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: May 12, 2026

Submitted By: Katie Anderson, Events & Marketing Manager

Submitting Department: Administration

Item Type: Action Item

Agenda Section: CONSENT AGENDA

Subject Title: Special Event Application: International Coastal Cleanup September 2026

Explanation: Mark Hartman with Broward County (the "Applicant") has submitted a Special Event Application (**Exhibit 1**) for the County's 41st annual International Coastal Cleanup event (the "Event"). Broward County has hosted this event with the Town for over 15 years now.

This year's event is scheduled to take place on Saturday, September 19, 2026.

International Coastal Cleanup Saturday, September 19, 2026	
Setup Begins	8:00 AM
Event Start	9:00 AM
Event Ends	12:00 PM
Cleanup Concludes	1:00 PM

The International Coastal Cleanup starts in El Prado Park and

continues onto the beach once the event commences. One banner, provided by the Applicant, designates the park as the event site and is on display during the hours of the event. Approximately 60 volunteers are anticipated to participate.

In keeping with previous years, the Applicant is requesting free parking for participants in the El Prado parking lot, as well as the parking lot in front of Town Hall. Historically, the Town has provided the Applicant with parking permits for the cleanup. This year, the Applicant is requesting fifty (50) parking permits.

The Town also coordinates the pickup and return of buckets and picks to be used during the

cleanup. Exact number to be determined as the event draws closer.

As this is a volunteer event presented by the County, there is no special event fee.

Recommendation: Staff recommends:

1. Approval of the Special Event Application for the 2026 International Coastal Cleanup with the conditions outlined in the event permit (**Exhibit 2**).
2. Provision of 50 parking permits for the Applicant to provide to event attendees.

Exhibits:

1. LBTS Special Event Application Intl Coastal Cleanup 2026
2. LBTS Permit_IntlCoastalCleanup_09.19.26



SPECIAL EVENT APPLICATION

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

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

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

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

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

An application is considered complete when:

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

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

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

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

We look forward to assisting you!

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



SPECIAL EVENT APPLICATION

EVENT DETAILS

Name of Event: International Coastal Cleanup

New Event: _____ Returning Event: X

Day(s) + Date(s) of Event: Saturday, September 19, 2026 and September 18, 2027

Proposed Location of Event: El Prado Park

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

Participants: 2 Spectators: 0 Volunteers: 60

ACTIVITY	DAY	TIME
Start of Setup:	September 19, 2026	8:00 am
Start Time of Event:	September 19, 2026	9:00 am
EVENT	September 19, 2026	9:00 am - Noon
End Time of Event:	September 19, 2026	Noon
Cleanup Completed By:	September 19, 2026	1:00 pm

HOST OR SPONSORING ORGANIZATION

Name: Broward County

Address: 115 S. Andrews Ave., Fort Lauderdale, FL 33301

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

PERSON SUBMITTING APPLICATION ("Responsible Party")

Name: Mark Hartman

Address: 115 S. Andrews Ave., Room 329H, Fort Lauderdale, FL 33301

Phone: 954-519-1296 Email: MHartman@Broward.org

ON-SITE EVENT REPRESENTATIVE

Same as above

Name: Stefanie Chicko

Address: 115 S. Andrews Ave., Room 329H, Fort Lauderdale, FL 33301

Phone: (954) 519-1465 **Email:** SChicko@Broward.org

REQUEST FOR TOWN INVOLVEMENT

Are you requesting Town be involved with this event in any way? ☒ YES ☐ NO

If yes, please describe: In past years, the City has provided buckets for volunteers to use
to collect trash and (50) free parking passes to volunteers.

SOUND SYSTEMS

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

Do you plan to use amplified sound?

No Proposed amplified sound / speaker system

No ☐ Proposed live music

No Planned recorded music

No Do you require electrical connections for any of the above?

If yes, which? _____

TENTS, CANOPIES, STAGES, BLEACHERS

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

A canopy is a tent without sides.

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

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

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

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

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

Tents: 0

Canopies: 0

Stages: 0

Bleachers: 0

Size & Load Max: _____

UTILITIES

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

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

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

_____ YES X NO

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

No Electrical Power: _____

No Water: _____

No Gas, Propane, BBQ Grills, Generators: _____

No Fuel Storage: _____

SIGNAGE

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

Are you requesting permission to erect signage for this event?

X YES NO

If yes, please describe: One approximate 3'x8' banner saying
"COASTAL CLEANUP" to be hung up during the event.

RESTROOMS

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

Number of additional Town restrooms being provided: 0

(Please include on site plan)

TRAFFIC CONTROL / STREET CLOSURES

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

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

 YES X NO

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

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

X YES NO

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

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

Requesting free parking for participants in the lots along El Prado Ave, South El Prado Ave,
and in front of Town Hall. Volunteers would be provided parking passes only for the duration of the event.

VEHICLES

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

☐ YES ☒ NO

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

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

OFF DUTY POLICE / CODE COMPLIANCE OFFICERS

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

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

☐ YES ☒ NO

Do you anticipate needing code compliance officers for your event?

☐ YES ☒ NO

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

Please note beverage stations on site map.

☐ YES ☒ NO

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

☐ YES ☒ NO

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

FEES

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

_____ YES X NO

If yes, please describe: _____

CONCESSIONS

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

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

_____ YES _____ NO

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

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

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

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

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

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

SALE OF MERCHANDISE

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

_____ YES X NO

If yes, please describe: _____

ANIMALS

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

Are animals included in your event? ☐ YES ☒ NO

If yes, please describe: _____

FIREWORKS

Fireworks require a separate approval process and application.

Are you requesting approval to discharge fireworks at the event?

_____ YES ☒ NO

RIDES

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

Are rides included in your event? ☐ YES ☒ NO

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

If yes, please describe: _____

VENDORS

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

FIRE WATCH / EMS ONSITE

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

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

Initial: MH

NO BALLOONS RELEASED

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

I agree no balloons will be released.

Initial: MH

INSURANCE

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

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

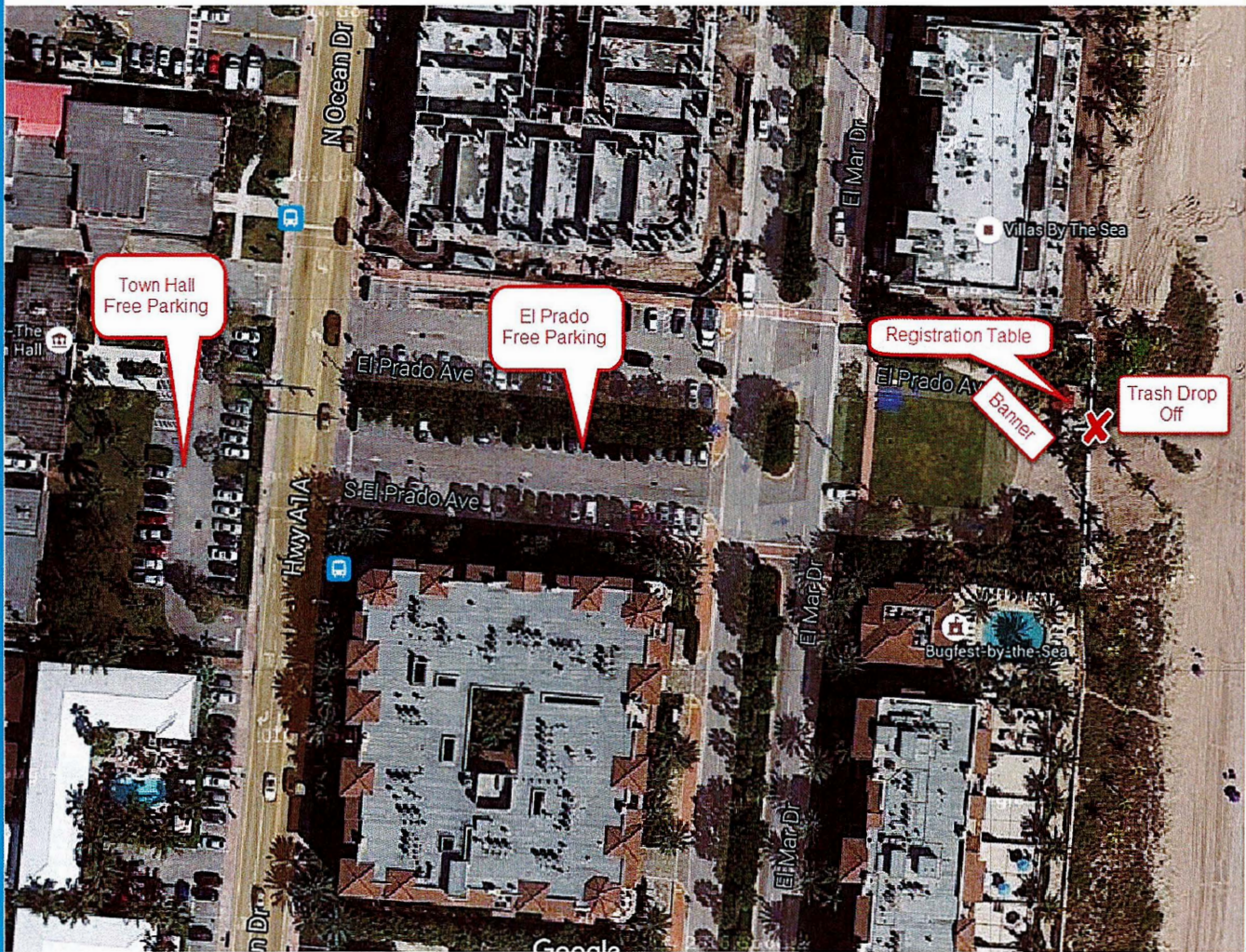
Certificate of Liability Insurance naming the Town as additional insured is required from all Event businesses, promoters, and other related event planners.

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

Broward County / Broward County Board of County Commissioners (Board) is a self-insured political subdivision of the State of Florida. Please see the Certification of Self-Insurance at the end of this application.

DETAILED SITE PLAN

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



PERMISSION OF THE PROPERTY OWNER

Applicant's and Property Owners Certification

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

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

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

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

APPLICANT'S CERTIFICATION

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

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

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



Applicant's Signature

4/24/2026

Date

Mark Hartman

Applicant's Printed Name

954-519-1296

Telephone



Finance and Administrative Services Department

RISK MANAGEMENT DIVISION

115 S Andrews Avenue, Room 210 • Fort Lauderdale, Florida 33301 • 954-357-7200 • FAX 954-357-7180

October 9, 2025

RE: Certification of Self-Insurance
January 1, 2026 – December 31, 2026

To Whom it May Concern:

Broward County / Broward County Board of County Commissioners (Board) is a self-insured political subdivision of the State of Florida.

The liability program, in effect since May 10, 1977, operates in accordance with Florida Statutes, §768.28, and provides statutory limits on a basis for liability without waiver of Sovereign Immunity. This is a fully funded self-insured and self-administered program.

The Workers Compensation program operates in compliance with and under the auspices of Florida Statute, Title 31 Labor / Chapter 440 Workers' Compensation. This is a fully funded self-insured and self-administered program, and the Board has elected to purchase excess of loss coverage.

Kind Regards,

Christopher Clouse

Digitally signed by Christopher

Clouse

Date: 2025.10.09 15:22:33 -04'00'

Christopher Clouse, CPCU, ARM, AAI
Assistant Director, Acting
Broward County Risk Management Division

Broward County Board of County Commissioners

Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine
Broward.org



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

PERMIT HOLDER INFORMATION

NAME / ORGANIZATION:	Broward County	REPRESENTATIVE:	Mark Hartman
STREET ADDRESS:	115 S Andrews Ave Room 329H	CITY, STATE, ZIP:	Fort Lauderdale, FL 33301
PHONE NUMBER (S):	(954) 519-1296	EMAIL:	mhartman@broward.org

DATE AND LOCATION OF EVENT

TYPE OF EVENT:	Beach Cleanup	DATE(S) OF EVENT:	Saturday, September 19, 2026
HOUR(S) OF EVENT:	8:00 a.m. – 1:00 p.m.	ADDRESS / LOCATION OF EVENT:	El Prado Park [4500 El Mar Drive, LBTS, FL 33308]

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

Beach cleanup starting at El Prado Park. Approximately 60 participants are expected.

SATURDAY, SEPTEMBER 19, 2026	
Start of Setup:	8:00 AM
Start Time of Event:	9:00 AM
End Time of Event:	12:00 PM
Cleanup Completed By:	1:00 PM

SPECIAL CONDITIONS

The EVENT was approved by Town Commission on May 12, 2026 with the following conditions:

1. As this is a volunteer event presented by the County, there is no special event fee.
2. Marine Turtle Protection: If any of the activities take place on the beach sand, the Event organizers shall ensure a minimum buffer of 10 feet is kept clear around any marked sea turtle nests, or any areas that appear to be a new nest. All proposed event activities will stay clear of all active nests. No activities adjacent to a nest that might directly or indirectly disturb the area within the staked circle. No holes are to be dug in the sand west of the high tide line.
3. Road Closures, Lane Closures, and Parking Spaces:
 - a. Town will provide fifty (50) parking passes to the Permit Holder to be given to attendees for the hours of the event (8:00a.m. to 1:00 p.m.).
4. Setup:
 - a. Tables, chairs, stage, equipment, etc. shall not interfere with pedestrian walkways, ingress or egress.



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

- b. Sidewalks next to the Event site and within the Event shall remain open and clear for pedestrian traffic.
 - c. The Event shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered to not pose a hazard to the public or event staff.
 - d. Town shall coordinate the pickup and delivery of buckets and picks to be used during the Event. Exact number to be coordinated with the Permit Holder.
5. Broward Sherriff Office (BSO):
 - a. BSO shall specify the number of detail officers needed for traffic and crowd control. The Permit Holder shall contract with BSO directly for the necessary BSO personnel within ten (10) days of receiving event approval.
 - b. BSO shall approve the Event's traffic plan, if one is required.
6. Signage
 - a. One banner will be displayed by the Permit Holder in the event location during the hours of the event (8:00a.m. – 1:00p.m.).
7. The Event and its approved sound systems will be operated so as not to violate the Town's code, including section 13-6, Noise Limitation.
8. A clean up deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event. Clean up fee starting at \$150 will be charged if the area is not cleaned to the Town's standards by 9:00 a.m. the day of the Event.
9. Final Site Plan must be presented to Town Staff for approval at least 48 hours in advance of the Event. The Permit Holder shall arrange for an inspection of the event site to occur two hours before the start of the event. This inspection shall include Town's Event Manager or designee, and the Event's dedicated on-site representative for the purpose of ensuring the event is organized in a safe manner.
10. The cost of any inspections or work required by Town Staff after normal working hours will be billed to the Event and must be paid within two weeks of invoice date.
11. 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



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

prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the EVENT will be held responsible for providing the Town notice of any change in insurance coverage. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement will be issued as part of any required policies. Failure to comply with these requirements will justify a denial, suspension or revocation of the requested approval by the Interim Town Manager or designee.

12. In the event that control of any applicable event or activity, by contract or other arrangement, becomes the responsibility of a party other than the Event (the "Subcontractor"), the Subcontractor shall be required to meet the insurance and indemnification requirements of set forth in the Permit and this Approval, under which the EVENT is applying, as if they were the Event and will be held responsible for compliance with the Town Code as if the Subcontractor for the Event.
13. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for the Event shall expire unless the Town Manager finds there are extenuating circumstances that the Event sponsors have cured or can immediately cure without compromising the health, welfare and safety of the citizens of the Town of Lauderdale-By-The-Sea and those attending the Event, without increasing the administration costs of the Town.
14. The Event shall owe no monies to the Town at the time of the event or have any code citations or violations. There shall be no code violations or monies due such as fines, fees, taxes or other charges, permits or licenses outstanding or owed to the Town by the current or past property owners or operators of the Event unless all monies due are paid, permits/paperwork received, and code issues resolved 14 days prior to the Event.
15. The Town Manager may suspend permission for this event or require changes in the site plan due to conflicting activities, failure of the Event to comply with the terms and conditions of the Town's event permit, for health or safety issues, or for the best interests of the Town.
16. The Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special events if deemed necessary by the Town or upon the EVENT proposing a valid reason.
17. Permission for the Event may be suspended or modified by the Commission, Town Manager, or designated Staff.
18. The Town Manager or onsite Town representative may terminate the Event or Event's participation due to the Event not complying with the terms and conditions of the Town's event permit, for health or other safety reasons.
19. If any Condition is not met by the EVENT, the Town may charge a \$500 fee for each



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

occurrence of a violation of these Conditions.

DOCUMENTS AND PERMITS REQUIRED

All necessary documents submitted.

SIGNATURES REQUIRED

PERMIT HOLDER: I agree to comply with all conditions of this permit	
SIGNATURE OF PERMIT HOLDER:	DATE:
 MARK HARTMAN PRINTED NAME	

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

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



Agenda Item No: 11.b.

Town Commission Agenda Item Report

Meeting Date: May 12, 2026

Submitted By: Chris Lips, Public Works Director

Submitting Department: Public Works

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject Title: RESOLUTION 2026-17: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND OTHER BROWARD MUNICIPALITIES FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

Explanation:

The Town of Lauderdale-by-the-Sea is required to comply with federal stormwater monitoring and reporting regulations under the Municipal Separate Storm Sewer System (MS4) Permit Program. Broward County serves as the lead permittee through an Interlocal Agreement (ILA) with the Town and other participating municipalities.

Pursuant to the Water Quality Act of 1987, the United States Environmental Protection Agency (USEPA) mandates compliance with the National Pollutant Discharge Elimination System (NPDES) MS4 Permit Program. The ILA allows Broward County and participating municipalities to share the costs and responsibilities associated with compliance and authorizes the County to perform specific technical activities required by the permit.

The Town previously entered into multiple interlocal agreements with Broward County dating back to the late 1990s, all of which have since expired. The current agreement, executed on November 7, 2017, followed the issuance of NPDES MS4 Permit No. FLS000016-004 by the Florida Department of Environmental Protection (FDEP) for the fourth five-year permit cycle and will remain in effect until a new permit is issued.

The Town seeks to continue utilizing Broward County's services to coordinate co-permittees and to manage and perform the technical tasks necessary for MS4 permit compliance. The respective responsibilities of the Town and Broward County are outlined in Exhibit A, and the annual cost allocation for participating entities is detailed in Exhibit B of the ILA.

The Town's cost for the first reporting cycle is \$2,486, due by November 30, 2026, with annual

increases of 2.5% through 2030.

Recommendation:

Approve Resolution 2026-17 authorizing the appropriate Town officials to execute an Interlocal Agreement (ILA) with Broward County for participation in the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Program, in accordance with the terms and conditions of the agreement with Broward County and the twenty-six (26) participating municipalities.

Exhibits:

1. Resolution 2026-17 - Approving an Interlocal Agreement with Broward County and other Broward Municipalities for NPDES MS4 Permit
2. FINAL NPDES ILA - 4-30-2026

RESOLUTION NO. 2026-17

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE EXECUTION OF THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF LAUDERDALE-BY-THE-SEA AND OTHER BROWARD COUNTY MUNICIPALITIES FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

WHEREAS, the United States Environmental Protection Agency (the “USEPA”), by way of the Water Quality Act of 1987, 33 U.S.C. 1251, and 40 CFR 122.42(c), requires Broward County (the “County”) and the Town of Lauderdale-By-The-Sea (the “Town”) to comply with the applicable conditions of the National Pollutant Discharge Elimination System (“NPDES”) Municipal Separate Storm Sewer System (“MS4”) Permit Program; and

WHEREAS, the USEPA has recommended the County act as "lead permittee" and the Town act as a "co-permittee;" and

WHEREAS, the State of Florida, pursuant to Section 403.0885, F.S., as amended, is empowered to establish a state NPDES program in accordance with Section 402 of the Clean Water Act, as amended; and

WHEREAS, the USEPA delegated the NPDES permitting program to Florida Department of Environmental Protection (“FDEP”), and FDEP has adopted Rule 62-624, Florida Administrative Code (“F.A.C.”), Municipal Separate Storm Sewer Systems, to administer the NPDES MS4 permitting program; and

WHEREAS, the County, by and through its Public Works and Environmental Services Department (“PWESD”), has the legal authority and ability to coordinate and conduct specific technical activities required by the NPDES MS4 Permit; and

WHEREAS, the County, by and through its PWESD, has the legal authority to plan, design, construct, operate, and maintain County-owned drainage facilities and/or drainage facilities located within the unincorporated area of Broward County, as required of NPDES MS4 permittees; and

WHEREAS, Town Commission adopted Resolution No. 2017-22, approving an Interlocal Agreement (“Current Agreement”), which will terminate upon FDEP’s issuance of the next iteration of the five-year permit; and

WHEREAS, the Town remains a party to the Current Agreement dated November 7, 2017, which will remain in effect until a new permit is issued.

WHEREAS, the Town is desirous of procuring the services of the County, pursuant to the NPDES MS4 regulations, to manage and/or perform certain technical tasks necessary to determine compliance with the applicable portions of the NPDES MS4 Permit; and

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969," and other Florida law; and

WHEREAS, the Town Commission finds it in the best interest of the Town to participate in the Interlocal Agreement between Broward County, the Town, and other municipalities For Sharing Resource Burdens Of The System-Wide NPDES MS4 Permit And Authorizing Broward County To Conduct Technical Activities Required By The MPDES MS4 Permit (the “ILA”) .

WHEREAS, the Town Commission deems it to be in the best interests of the Town to approve and execute the ILA.

**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 ILA. The Town Commission hereby approves of its participation in the ILA, in substantially the form attached as Exhibit “A,” together with such non-substantial changes as may be acceptable to the Town Manager and approved as to form and sufficiency by the Town Attorney.

Section 3. Authorization. The Town Manager is hereby authorized to execute the ILA, in substantially the form attached as Exhibit “A,” together with such non-substantial changes as may be acceptable to the Town Manager and approved as to form and 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

Prepared by:

Jennifer D. Brown, Sr. Ass't County Attorney
115 S. Andrews Ave, Room 423
Ft. Lauderdale, FL 33301

**Return original or certified
recorded document to:**

Yvel Rocher, P.E.
Public Works and Environmental Services
Department, Environmental Permitting Div.
1 North University Drive, Mailbox 201
Plantation, FL 33324-2038

**INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF
COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH,
HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL,
LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK,
PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH,
SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS
FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND
AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE
NPDES MS4 PERMIT**

This is an Agreement ("Agreement"), made and entered into by and among Broward County, a political subdivision of the State of Florida ("County"), and the municipalities of Coconut Creek, Cooper City, Coral Springs, Dania Beach, Davie, Deerfield Beach, Hallandale Beach, Lauderdale-By-The-Sea, Lauderdale Lakes, Lauderdale Hill, Lighthouse Point, Margate, Miramar, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Southwest Ranches, Sunrise, Tamarac, Weston, West Park, and Wilton Manors, municipal corporations existing under the laws of the State of Florida ("Municipalities"), (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969," and other Florida law.

B. The United States Environmental Protection Agency (EPA), under the Federal Water Pollution Control Act ("Clean Water Act") and related regulations, requires the Parties to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Program.

C. The EPA recommended that the County act as “lead permittee” and the Municipalities act as “co-permittees.”

D. The State of Florida, pursuant to Section 403.0885, Florida Statutes, is empowered to establish a state NPDES program in accordance with Section 402 of the Clean Water Act.

E. The EPA delegated the NPDES permitting program to the Florida Department of Environmental Protection (FDEP). FDEP implements the program through the rules adopted in Chapter 62-624, Florida Administrative Code (F.A.C.).

F. The County, through its Public Works and Environmental Services Department (PWESD), coordinates and conducts specific technical activities required by the NPDES MS4 Permits.

G. The County, through its PWESD, plans, designs, constructs, operates, and maintains County-owned drainage facilities and drainage facilities located within the unincorporated area of Broward County, as required of NPDES MS4 permittees.

H. The Parties executed previous Interlocal Agreements on December 3, 1996, October 20, 1998, June 29, 2004, and May 7, 2013, all of which expired, to carry out tasks required by the NPDES MS4 Permit.

I. The Parties executed an Interlocal Agreement on November 7, 2017 (“Current Agreement”), after FDEP issued NPDES MS4 Permit Number FLS000016-004 for the fourth five-year period. The Current Agreement will terminate upon FDEP’s issuance of the next iteration of the NPDES MS4 Permit.

J. The Municipalities wish to continue the County’s services of coordinating the co-permittees, pursuant to the NPDES MS4 regulations, and managing and performing technical tasks necessary to comply with the NPDES MS4 Permit.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Agreement Administrator.** The Director of the Environmental Permitting Division.
- 1.2 **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.3 **County Administrator.** The administrative head of County appointed by the Board.
- 1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.

1.5 **Services.** All work required by Parties under this Agreement, including without limitation all payments, deliverables, consulting, training, project management, or other services specified in Article 3 and Exhibit A.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Parties' Records Custodians

ARTICLE 3. SCOPE OF SERVICES

The Parties shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by the Parties impractical, illogical, or unconscionable. The Parties shall meet or exceed all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in performing the Services. The Parties will amend the Scope of Services, if needed, to comply with the NPDES MS4 Permit conditions imposed upon permit renewal.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall begin on the date it is recorded pursuant to Section 11.25 ("Effective Date") and shall continue in force and effect for five (5) years, unless terminated earlier by any Party's written notice of termination provided pursuant to Article 9 ("Term").

4.2 **Funding.** The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 9.

ARTICLE 5. COMPENSATION

Each Municipality will pay County in accordance with the schedule in Exhibit B. Payments shall be due on November 30, 2026, or the Effective Date of this Agreement, whichever is later, and on or before each November 30 thereafter during the duration of this Agreement. All payments shall be made to County at the address designated for Notices under Section 11.8. If Exhibit A must be modified to incorporate changes to the NPDES MS4 Permit conditions imposed upon

permit renewal, the Parties shall modify Exhibit B as needed to account for the change in cost to perform the Services.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. The Parties represent and warrant that execution of this Agreement is within their respective legal powers, and each individual executing this Agreement on behalf of each Party is duly authorized by all necessary and appropriate action to do so and does so with full legal authority.

6.2. Truth-In-Negotiation Representation. County's compensation under this Agreement is based upon the Municipalities' representations to County, and County certifies that the information supplied, including without limitation those made by County during the negotiation of this Agreement, are accurate, complete, and current as of the date Municipalities execute this Agreement.

6.3. Public Entity Crime Act. The Parties represent that each is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represent that its entry into this Agreement will not violate that statute. Each Party 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 it has been placed on the convicted vendor list.

6.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. County represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as an entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. County represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with Municipalities on any of the grounds stated in Section 287.135, Florida Statutes. County represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.5. Warranty of Performance. County represents and warrants that it possesses the knowledge, skill, and experience required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. County represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.6. Prohibited Telecommunications. County represents and certifies that it does not use, and throughout the Term will not provide or use, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

ARTICLE 7. GOVERNMENTAL POWERS, FUNCTIONS, AND DUTIES NOT TRANSFERRED

The Parties acknowledge and agree that this Agreement does not effectuate the transfer of any municipal or County powers or functions. Each Party retains sole and ultimate responsibility for compliance within its respective jurisdiction with the NPDES MS4 Permit and all applicable laws and regulations. Notwithstanding any provision herein, all governmental powers, functions, and duties vested in the Municipalities pursuant to Florida law, or any applicable law, ordinance, or municipal charter provision, remain with the Municipalities, except to the extent that certain services are expressly performed by the County under this Agreement as an independent contractor. The performance of such services by the County shall not be construed as a delegation or transfer of authority.

ARTICLE 8. INSURANCE

The Parties are entities subject to Section 768.28, Florida Statutes, and, upon request, will provide the requesting Party with written verification of liability protection in accordance with state law.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If either Party erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by a Party with at least thirty (30) days' advance written notice to the other Parties. The Parties acknowledge having received good, valuable, and sufficient consideration for the right to terminate this Agreement for convenience including in the form of the obligation to provide advance written notice of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, County shall be paid for any Services properly performed through the termination date specified in the written notice

of termination.

9.3. No Cross-Termination. The termination of this Agreement by any one (1) Municipality shall apply solely to that terminating Municipality and shall not operate to terminate, alter, or impair the rights or obligations of the remaining Municipalities. This Agreement shall remain in full force and effect among all nonterminating Parties, and each such Party shall continue to be bound by, and entitled to enforce, the terms of this Agreement as if no termination had occurred. Any rights, remedies, or obligations accruing prior to the effective date of termination shall survive with respect to the terminating Party to the extent expressly provided herein.

9.4. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.5. In addition to any termination rights stated in this Agreement, the Parties shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by a Party due to another Parties’ failure to comply with any term(s) of this Agreement.

ARTICLE 10. EEO COMPLIANCE

No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

ARTICLE 11. MISCELLANEOUS

11.1. Agreement Administrator Authority. The Agreement Administrator is authorized to coordinate and communicate with Municipalities to manage and supervise the performance of this Agreement. Agreement Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Agreement Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created or provided in connection with performing Services, whether finished or unfinished (“Documents and Work”), are the joint property of the Parties, and if a copyright is claimed, County grants Municipalities a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. If the Agreement is terminated, any reports, photographs, surveys, and other data and

documents prepared by County, whether finished or unfinished, shall be the joint property of County and the Municipalities.

11.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County 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. To the extent County is acting on behalf of the Parties as stated in Section 119.0701, Florida Statutes, County shall:

11.3.1. Keep and maintain public records required were the Municipalities performing the services under this Agreement;

11.3.2 Upon request from any Municipality, provide that Municipality 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 law;

11.3.3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to the Municipalities; and

11.3.4. Upon completion of the Agreement, maintain at County, at no cost to the Municipalities, all public records in possession of County upon termination of this Agreement or keep and maintain public records required were the Municipalities performing the service. If County transfers the records to the Municipalities, County shall destroy any duplicate public records that are exempt or confidential and exempt. If the County keeps and maintains public records upon completion of the Agreement, County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Municipalities upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement may be made directly to any Party, who will be responsible for responding to any such public records requests. The Parties will provide any requested records to each other to enable timely responses to public records requests.

IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PARTY'S PUBLIC RECORDS CUSTODIAN IDENTIFIED IN EXHIBIT C.

11.4. Independent Contractor. County is an independent contractor of Municipalities, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither County nor its agents shall act as officers, employees, or agents of Municipalities. County shall not have the right to bind Municipalities to any obligation not expressly undertaken by Municipalities under this

Agreement.

11.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.6. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent by any Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

11.7. Third-Party Beneficiaries. No Party intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any of them based upon this Agreement.

11.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

IF TO COUNTY:

Public Works and Environmental Services Department
Director, Environmental Permitting Division
1 North University Drive, Mailbox 201
Plantation, Florida 33324-2038

IF TO MUNICIPALITIES:

Mayor, City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
JWasserman@coconutcreek.gov

Mayor, City of Cooper City
9090 Southwest 50 Place
Cooper City, Florida 33328
JCurran@CooperCity.gov

Mayor, City of Coral Springs
City Hall, 9500 W Sample Road
Coral Springs, Florida 33065
sbrook@coralsprings.gov

Mayor, Town of Davie
8800 Southwest 36th Street, Bldg. C
Davie, Florida 33328
judy_paul@davie-fl.gov

Mayor, City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009
jcooper@hallandalebeachfl.gov

Mayor, City of Lauderdale Lakes
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319
veronicap@lauderdalelakes.org

Mayor, City of Lighthouse Point
2200 Northeast 38th Street
Lighthouse Point, Florida 33064
kvanbuskirk@lighthousepoint.com

Mayor, City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
wmessam@miramarfl.gov

Mayor, City of Oakland Park
1100 Park Lane East
Oakland Park, Florida 33334
stevena@oaklandparkfl.gov

Mayor, Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023
gjacobs@tppfl.gov

Mayor, City of Plantation
400 Northwest 73rd Avenue
Plantation, Florida 33317
nsortal@plantation.org

Mayor, City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
jdavis@daniabeachfl.gov

Mayor, City of Deerfield Beach
150 Northeast 2nd Avenue
Deerfield Beach, Florida 33441
tdrosky@deerfieldbeachfl.gov

Mayor, Town of Lauderdale-by-the Sea
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Edmundm@lauderdalebythesea-fl.gov

Mayor, City of Lauderhill
5581 West Oakland Park Blvd
Lauderhill, Florida 33313
dgrant@lauderhill-fl.gov

Mayor, City of Margate
5790 Margate Boulevard
Margate, Florida 33063
aarserio@margatefl.com

Mayor, City of North Lauderdale
701 Southwest 71st Avenue
North Lauderdale, Florida 33068
sborgelin@nlauderdale.org

Mayor, City of Parkland
6600 University Drive
Parkland, Florida 33067
rwalker@cityofparkland.org

Mayor, City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
ACastillo@ppines.com

Mayor, City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Rex.hardin@copbfl.com

Mayor, Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
sbreitkreuz@southwesteranches.org

Mayor, City of Tamarac
7525 Northwest 88 Avenue
Tamarac, Florida 33321
Michelle.Gomez@tamarac.gov

Mayor, City of West Park
1965 South State Road 7
West Park, Florida 33023
Fbrunson@cityofwestpark.org

Mayor, City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
mryan@sunrisefl.gov

Mayor, City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326
mbrown@westonfl.org

Mayor, City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305
snewton@wiltonmanors.com

11.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by any Party without the prior written consent of the Parties. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

11.10. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, the Parties are strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of the Parties. The Parties must ensure that any use of generative artificial intelligence tools does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. The Parties must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.12. Compliance with Laws. The Parties must comply with all applicable law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all

deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by applicable law.

11.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to applicable law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.14 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against any Party.

11.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

11.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties. The County Administrator is authorized to amend Exhibits A and B to comply with the NPDES MS4 Permit conditions imposed by FDEP during the issuance of the MS4 Permit.

11.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.20. Payable Interest.

11.20.1. Payment of Interest. Unless prohibited by applicable law, the Parties shall not be liable for interest to each other for any reason, whether as prejudgment interest or for any other purpose, and the Parties waive, reject, disclaim, and surrender any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by the Parties under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.22. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one (1) and the same agreement.

11.23. Use of Parties' Name or Logo. The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the applicable Party.

11.24. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of County, County hereby attests under penalty of perjury that County does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of County declares that they have read the foregoing statement and that the facts stated in it are true.

11.25. Recording. This Agreement shall be recorded in accordance with Section 163.01, Florida Statutes.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2026; and Municipalities, signing by and through their officials as reflected below, duly authorized to execute the same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Jennifer D. Brown (Date)
Senior Assistant County Attorney

By _____
Maite Azcoitia (Date)
Deputy County Attorney

JDB/gmb
NPDES MS4 5th Issuance ILA
02/25/26
#[Imanage file #]

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF COCONUT CREEK

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF COOPER CITY

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF CORAL SPRINGS

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF DANIA BEACH

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

TOWN OF DAVIE

ATTEST:

By: _____
TOWN MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF DEERFIELD BEACH

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF HALLANDALE BEACH

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

TOWN OF LAUDERDALE-BY-THE-SEA

ATTEST:

By: _____
TOWN MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF LAUDERDALE LAKES

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF LAUDERHILL

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF LIGHTHOUSE POINT

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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City Attorney

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CITY OF MARGATE

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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City Attorney

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CITY OF MIRAMAR

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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City Attorney

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CITY OF NORTH LAUDERDALE

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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City Attorney

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CITY OF OAKLAND PARK

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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City Attorney

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CITY OF PARKLAND

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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TOWN OF PEMBROKE PARK

ATTEST:

By: _____
TOWN MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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Town Attorney

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CITY OF PEMBROKE PINES

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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CITY OF PLANTATION

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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CITY OF POMPANO BEACH

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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CITY OF SUNRISE

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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TOWN OF SOUTHWEST RANCHES

ATTEST:

By: _____
TOWN MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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Town Attorney

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CITY OF TAMARAC

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

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CITY OF WESTON

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

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CITY OF WEST PARK

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

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CITY OF WILTON MANORS

ATTEST:

By: _____
CITY MAYOR

CITY CLERK

Print Name

_____ day of _____, 20____

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City Attorney

EXHIBIT A SCOPE OF SERVICES

The Permittees consist of the Broward County ("County"), by and through its Public Works and Environmental Services Department ("PWESD") and local governments within Broward County ("Municipalities"). The Permittees are responsible for completing the activities under Parts III, V, and VIII of the NPDES MS4 permit. County will perform specific technical activities under Parts III and V of the NPDES MS4 Permit on behalf of the Permittees.

The tables below identify interlocal responsibilities and reporting requirements for activities under Parts III, V, and VIII of the NPDES MS4 Permit.

PART III. SCHEDULES FOR IMPLEMENTATION AND COMPLIANCE

A. Implementation of Stormwater Management Programs.

STORMWATER MANAGEMENT PROGRAM: <i>1. Structural Controls and Stormwater Collection Systems Operation.</i>			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Maintain an up-to-date inventory of the structural controls and roadway stormwater collection structures operated by the Permittee, including, as applicable, all of the types of control structures listed in Table II.A.1.a of the Permit.	County & Municipalities	Report the current known inventory in each Annual Report.
	Provide an inventory of all known major outfalls covered by the Permit and a map depicting the location of the major outfalls (hard copy or electronic).	County & Municipalities	Provide the outfall inventory and map with the Year 1 Annual Report.

STORMWATER MANAGEMENT PROGRAM: 1. Structural Controls and Stormwater Collection Systems Operation.			
PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a structural control inspection and maintenance program to conduct inspections and maintenance of the structural controls and roadway stormwater collection systems operated by the permittee in accordance with Table II.A.1.a of the Permit to reduce pollutants, including floatables, in discharges from the MS4. The written Standard Operating Procedure (SOP) shall be reviewed annually. Maintain an internal record keeping system to schedule and document inspections and maintenance activities conducted on the structural controls and roadway stormwater collection structures operated by the Permittee. Retain copies of the contractual agreement that specifies the schedule and frequency of the inspection and maintenance activities to be conducted.	County & Municipalities	Report the number of inspection and maintenance activities conducted for each applicable type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained in each Annual Report. If the minimum inspection frequencies set forth in Table II.A.1.a were not met, provide as an attachment an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: <i>2. Areas of New Development and Significant Redevelopment.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Continue to adhere to the policies of the Permittee's current Comprehensive Plan (or similar document) and the requirements of local codes and regulations, as well as development review and permitting procedures, that incorporate stormwater quality considerations into land-use planning and development activities to reduce pollutants in stormwater discharges from areas of new development and significant redevelopment, and guide new development away from environmentally sensitive areas. The comprehensive planning process shall limit the increases in the discharge of pollutants in stormwater as a result of new development, and shall reduce the discharge of pollutants in stormwater from redeveloped areas, consistent with the requirements set forth in the ERP rules of the SFWMD. Maintain documentation of the new development and significant redevelopment project review activity.	Municipalities for their codes and County for Ch.27 and Vol.4 in area of ERP delegation	Report the number of significant development projects, including new and redevelopment projects reviewed and approved by the Permittee for post-development stormwater considerations in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: <i>2. Areas of New Development and Significant Redevelopment.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Conduct an inter-departmental review of the Permittee's current local codes and land development regulations to identify potential changes to existing codes and regulations that will further reduce the stormwater impacts of new development and areas of significant redevelopment. In particular, focus on changes to the code that will promote low impact design, also termed green infrastructure: reductions in impervious surfaces, the use of swales or other retention BMPs, the incorporation of low impact development principles, reduction in flow and volume of stormwater, increase in natural hydrology, and adherence to the principles of the Florida Yards and Neighborhoods program in new landscaping. Develop a summary report of the review activity that includes the following information: all applicable local code and regulation citations reviewed (both current and draft); a description of the current and proposed techniques aimed at reducing the stormwater impacts of new development and areas of significant redevelopment that are included within the applicable codes and regulations; a description of innovative stormwater planning techniques, including those described above, recommended for possible future incorporation into the codes and regulations (beyond what may be currently in draft); and, a plan for implementing changes to codes and regulations. Develop a follow-up report that summarizes plan implementation to change the local codes and regulations and promote reducing stormwater impacts from new development and areas of significant redevelopment.	Municipalities for their codes and County for Ch. 27 and Vol. 4 in area of ERP delegation	Provide in the Year 2 Annual Report the summary report of the review activity. Provide in the Year 4 Annual Report the follow-up report on plan implementation.

STORMWATER MANAGEMENT PROGRAM:			
3. Roadways.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a litter control program for public streets, roads, and highways, including rights-of-way operated by the Permittee; and procedures to properly dispose of collected material. Implement the program on a monthly, or on an as needed, basis. The written SOP shall be reviewed annually. Maintain documentation of the litter control program activities.	County & Municipalities	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected in each Annual Report.
ALL	In addition to the litter collection program, consider promoting and coordinating an "Adopt-A-Road" (or similar) program where volunteers collect litter along roadways within the Permittee's jurisdictional area. This activity may be accomplished through cooperative efforts with other Permittees, public agencies, or private entities. Maintain documentation of the Adopt-A-Road (or similar program) activities.	County & Municipalities	If an Adopt-A-Road or similar program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 3. Roadways.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a street sweeping program for highways and streets, including rights-of-way, with curbs and gutters operated by the permittee. The SOP shall include the criteria for determining which roadways will be swept and the frequency of sweeping, proper disposal of collected material, and the method for quantifying and tracking the amount of material removed by the street sweepers. The written SOP shall be reviewed annually. The Permittees shall use the results of the Florida Stormwater Association MS4 Project to calculate the total nitrogen (TN) and total phosphorus (TP) load reductions. This report and the associated spreadsheet to calculate the nutrient loadings are available online at: http://www.dep.state.fl.us/water/stormwater/npdes/MS4_1.htm. A Permittee may use results from a similar study if it is approved by the FDEP. Maintain documentation of the street sweeping program activities.	County & Municipalities	Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the estimated pounds of TN and TP that were removed by the collection of sweepings, in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 3. Roadways.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a roadway maintenance program to reduce the pollutants in stormwater runoff from areas associated with road repair and maintenance, and from permittee-owned or operated equipment yards and maintenance shops that support road maintenance activities. The pollution prevention practices during road repair shall include limiting the amount of soil disturbance to the immediate area under repair and using appropriate stormwater, erosion, and sedimentation control BMPs from the <i>Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual</i> (FDEP, most current version) and from the <i>State of Florida Erosion and Sediment Control Design and Review Manual</i>, (Prepared for FDOT & FDEP; by the State Erosion and Sediment Control Task Force, 2013) until disturbed areas are stabilized. The Permittee shall identify the equipment yards and maintenance shops that support road maintenance activities and determine the necessary control measures and procedures to be employed at each facility through annual site inspections. The written SOP shall be reviewed annually. Maintain documentation of the inspections that demonstrate the stormwater concerns reviewed and the appropriate control measures and procedures implemented or needing to be implemented.	County & Municipalities	Report the number of applicable facilities and the number of inspections conducted for each facility in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 4. Flood Control Projects.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Stormwater treatment shall be provided for all flood management projects undertaken by the permittee as required by the ERP rules of the SFWMD. Continue to maintain a list of stormwater capital improvement projects proposed by the Stormwater Management Master Plan or Basin Master Planning studies (or a similar document). Include in the project list any retrofits of existing structural flood control devices to provide additional pollutant removal from stormwater. Existing structural flood control devices shall be evaluated to determine if retrofitting the device to provide additional pollutant removal from stormwater is needed or feasible. A "stormwater retrofit project" is primarily to provide stormwater treatment for areas currently without treatment or requiring additional stormwater treatment.	County & Municipalities	Report the total number of flood control projects that were constructed by the Permittee during the reporting period and the number of those projects that did not include stormwater treatment in each Annual Report. The Permittee shall provide a list of the projects where stormwater treatment was not included with an explanation for each of why it was not. Report on any stormwater retrofit planning activities and the associated implementation of retrofitting projects to reduce stormwater pollutant loads from existing drainage systems.

STORMWATER MANAGEMENT PROGRAM:			
5. <i>Municipal Waste Treatment, Storage, or Disposal Facilities Not Covered by an NPDES Stormwater Permit.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a Municipal Waste Treatment, Storage, or Disposal (TSD) facility program for inspections and implementation of measures to control discharges from the following facilities that are not otherwise covered by an NPDES stormwater permit: • Operating municipal landfills; • Municipal waste transfer stations; • Municipal waste fleet maintenance facilities; and • Other municipal waste treatment, waste storage, and waste disposal facilities. The Permittee shall identify the applicable facilities and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. Site specific monitoring may be required as detailed in Part III.A.8.b. The written SOP shall be reviewed annually. Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed, and the appropriate pollution control measures and procedures implemented or needing to be implemented.	PWESD for County facilities Municipalities for their own facilities	Report the number of applicable facilities and the number of inspections conducted for each facility in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Continue to require proper certification and licensing by the Florida Department of Agriculture and Consumer Services (FDACS) for all applicators contracted to apply pesticides or herbicides (commercial applicator) on Permittee-owned property, as well as any Permittee personnel (public applicator) employed in the application of these products. Maintain a list of the public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed.	County & Municipalities	Report the number of public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed in each Annual Report.
ALL	All Permittee personnel applying fertilizer shall be trained through the Green Industry BMP Program. A Permittee who contracts the application of fertilizer shall use only commercial applicators of fertilizer who have obtained a limited certification for urban landscape commercial fertilizer application under Section 482.1562, F.S. Maintain a list of the Permittee personnel who have been trained through the Green Industry BMP Program and the contracted commercial applicators of fertilizer who are FDACS certified/licensed.	County & Municipalities	Report the number of Permittee personnel who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS licensed in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Pursuant to Section 403.9337, F.S., all local governments are encouraged to adopt a Florida-Friendly Landscaping Ordinance similar to the one set forth in the <i>Florida-Friendly Guidance Models for Ordinances, Covenants and Restrictions</i>. This model ordinance incorporates Florida-Friendly landscaping and irrigation design requirements, Florida-Friendly fertilizer requirements, and training and certification requirements. If the broader Florida-Friendly Landscaping ordinance described above is not adopted, then all local governments within the watershed of a nutrient-impaired water body shall adopt the Department's <i>Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes</i> pursuant to Section 403.9337, F.S., or an ordinance that includes all of the elements set forth in the Model Ordinance. The requirements in this section apply to impaired waterbodies established as of the effective date of this permit. The ordinance shall be adopted within 24 months of the date of permit issuance.	County & Municipalities	Provide a copy of the adopted ordinance with the Year 2 Annual Report.
ALL	Implement a public education and outreach program to encourage citizens to reduce their use of pesticides, herbicides, and fertilizers. The program shall include the distribution of public education materials describing the need to minimize the application of fertilizers, pesticides and herbicides, and promote actions such as incorporating Florida-Friendly landscaping concepts into new landscaping projects.	County	

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	The written SOP for implementation of the program shall include the following and be reviewed annually: • The goals and objectives; • The topics to be addressed; • A description of the target audience(s); • A description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/ materials were chosen; • The methods for distribution; • The annual schedule for the activities/ distribution; • The method for documenting the outreach activities; • Identification of the staff / department(s) / entities responsible for performing the outreach activities; and • A description of the resources allocated to implement the program. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the Permit. Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable).	(continued)	Report on the public education and outreach activities that are performed or sponsored by the Permittee within the Permittee's jurisdiction to encourage citizens to reduce their use of pesticides, herbicides and fertilizers, including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable) in each Annual Report .

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	Compliance with this element may be achieved through participating in the Florida Yards and Neighborhoods (FYN) program administered by the UF/IFAS County Extension.	(continued)	
ALL	Implement a pesticide, herbicide and fertilizer application program to minimize the use of pesticides, herbicides, and fertilizers on public property and to properly apply, store, and mix these products. The written SOP for the program shall be reviewed annually and include items such as: • Incorporating Florida-Friendly landscaping and fertilization on all landscape projects; • Maintaining an inventory of pesticides, herbicides, and fertilizers; • Properly storing products; • Eliminating spraying programs with minimal effectiveness; • Using non-toxic pesticides where practical; • Timing applications for maximum effectiveness by considering growth cycles; and • Using efficient chemical management practices such as drift-retardants and applying during appropriate weather conditions.	County & Municipalities	As Needed

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	If the Permittee operates one or more golf courses, the courses shall be operated in a manner that is consistent with the <i>Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses</i> manual (Florida DEP, 2007, or most current version). Maintain documentation of the procedures.	(continued)	

STORMWATER MANAGEMENT PROGRAM:			
7. a.) <i>Illicit Discharges and Improper Disposal - Inspections, Ordinances, and Enforcement Measures.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Where applicable, strengthen the legal authority to conduct inspections, conduct monitoring, control illicit discharges, illicit connections, illegal dumping and spills into the MS4 and to require compliance with conditions in ordinances, permits, contracts, and orders. This includes the legal authority to take legal action to eliminate illicit discharges or connections. Continue, as necessary, an assessment of the non-stormwater discharges listed under Part II.A.7.a of the Permit, as well as any other non-stormwater discharges, which will be allowed to be discharged to the MS4.	County & Municipalities	Report amendments, as needed, in the Year 4 Annual Report.

STORMWATER MANAGEMENT PROGRAM: 7. b.) <i>Illicit Discharges and Improper Disposal - Dry Weather Field Screening.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	***RESERVED*** Florida's hydrologic and water table conditions make dry weather field screening impossible in many areas. Instead, FDEP concluded that more environmental benefits can be achieved through the implementation of a proactive illicit discharge detection program, which is set forth in the remaining sections of Part III.A.7 of the Permit.	N/A	As Needed

STORMWATER MANAGEMENT PROGRAM: 7. c.) <i>Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a proactive inspection program to inspect the MS4 and identify and eliminate sources of illicit discharges, illicit connections, illegal dumping, or other sources of non-stormwater to the MS4 (excluding those non-stormwater discharges listed in Part II.7.a). The written SOP for the program shall include the following and be reviewed annually: • A list of priority areas/facilities; • An annual schedule for inspections; • Procedures for conducting MS4/facility inspections; • Procedures for confirming whether a facility has coverage under FDEP's NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity (MSGP, Rule 62-621.300(5), F.A.C.), and notifying FDEP's NPDES Stormwater Program if the permittee suspects the facility does not have coverage, if applicable); • Procedures for tracing the source of an illicit discharge/connection; • Procedures for eliminating the discharge/connection; • Procedures for documenting inspections and enforcement activities (including use of a standard form/report with the date and findings of inspection, type of illicit discharge found, type of enforcement taken, date of verification of elimination, and non-permitted MSGP facility referrals); • Procedures for enforcement actions or referrals to the appropriate jurisdictional authority (e.g. applicable MS4 operator, FDEP, DOH or SFWMD); • Identification of the staff/department(s)/entities responsible for performing inspections and enforcement activities; and	County	Report on the proactive inspection program, including the number of inspections conducted, the number of illicit activities found, and the number and type of enforcement actions taken or the number of referrals completed in each Annual Report.

	• A description of the resources allocated to implement the plan.		
STORMWATER MANAGEMENT PROGRAM: 7. c.) Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	Priority areas shall include the following as applicable to the Permittee's jurisdiction: • Watersheds with bacteria TMDLs; • Areas with older infrastructure; • Industrial, commercial, or mixed use areas; • Facilities inspected in conjunction with other programs (e.g., industrial pretreatment inspections, health inspections, fire inspections, etc.); • Areas with a history of past illicit discharge and/or illegal dumping; • Areas with on-site sewage disposal systems; and • Areas upstream of sensitive or impaired water bodies. The plan must include annual inspections in each Permittee's jurisdiction.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. c.) <i>Illicit Discharges and Improper Disposal- Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a reactive investigation program to conduct reactive investigations to identify and eliminate the source(s) of illicit discharges, illicit connections or illegal dumping to the MS4 based on reports received from permittee personnel, contractors, citizens, or other entities regarding suspected illicit activity. Based upon the reports received, investigate the suspected illicit activity. Through additional sampling or investigation and systematically tracing the source upstream from the point of initial detection, identify the source of the problem. If an illicit discharge or connection is found, the Permittee shall take appropriate action(s) under its illicit discharge program (ordinance or other regulatory mechanism), including enforcement actions where necessary, to correct or eliminate the discharge or connection. If the Permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify FDEP's NPDES Stormwater Program and provide the name and address of the facility. The written SOP shall be reviewed annually.	PWESD	Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken in each Annual Report.

STORMWATER MANAGEMENT PROGRAM:			
7. c.) <i>Illicit Discharges and Improper Disposal</i> □ <i>Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	Maintain documentation (standard form/report) of the reactive investigations performed, including the date of the initial complaint or observation (from Permittee personnel, contractors, citizens, or other entities), source and type of illicit discharge, date of the investigation, findings of the investigation, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. c.) <i>Illicit Discharges and Improper Disposal -Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a training program for the training of all appropriate Permittee personnel and contractors employed by or under contract with the Permittee (including field crews, fleet maintenance staff, and inspectors) to identify and report conditions in the stormwater system that may indicate the presence of illicit discharges/connections/dumping to the MS4. Instruct personnel and appropriate contractors to be alert for illicit connections and suspicious flows during routine maintenance activities (particularly in areas with high risk facilities). The training shall include an overview of the NPDES stormwater permitting requirements under FDEP's MSGP, and the types of facilities covered. The written SOP for the program shall be reviewed annually and include the following: • A description of the topics; • A description of the personnel and contractors targeted; • The methods and materials to be used; • Identification of staff/department(s)/entities to perform training; • The method for documenting (in-house and outside) training activities; and • The annual training schedule for new and current personnel.	PWESD to provide training based on the staff sent by County & Municipalities	Report the type of training activities, and the number of permittee personnel and contractors trained in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 7. c.) <i>Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the Permit. Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. d.) <i>Illicit Discharges and Improper Disposal - Spill Prevention and Response.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a spill prevention/spill response program with procedures to prevent, contain, and respond to spills that discharge into the MS4. Ensure that spills, regardless of whether they are hazardous, are properly addressed. The written SOP shall be reviewed annually identify the applicable staff/ entities to be notified of spills, control measures and procedures to minimize or prevent spills, and the method for documenting program activities. Maintain documentation of the spill prevention and response activities.	County & Municipalities	Report on the spill prevention and response activities, including the number of spills responded to in each Annual Report.
ALL	Implement a training program for the training of all appropriate Permittee personnel and contractors employed by or under contract with the permittee (including field crews, firefighters, fleet maintenance staff and inspectors) on proper spill prevention, containment, and response techniques and procedures. The training shall include how to prevent a spill, recognize and quickly assess the nature of a spill, contain a spill, and promptly report hazardous material and chemical spills to the appropriate authority.	PWESD to provide training based on the staff sent by County & Municipalities	Report the type of training activities, and the number of Permittee personnel and contractors trained in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 7. d.) <i>Illicit Discharges and Improper Disposal - Spill Prevention and Response.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	The written SOP for the program shall include the following and be reviewed annually: • A description of the topics; • A description of the personnel and contractors targeted; • The methods and materials to be used; • Identification of the staff / department(s) / outside entities who will perform the training; • The method for documenting (in-house and outside) training activities; and • The annual schedule of training for new and current personnel. A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the Permit. Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. e.) <i>Illicit Discharges and Improper Disposal - Public Reporting.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a public education and outreach program to promote, publicize, and facilitate public reporting of the presence of illicit discharges and improper disposal into the MS4. The Permittee shall maintain and publicize a phone line for public reporting of suspected illicit discharges and improper disposal. The Permittee shall also disseminate information on the problems associated with illicit discharges, illicit connections and improper disposal, how to identify them, and how to report incidents discovered. The written SOP for the program shall include the following and be reviewed annually: • The goals and objectives; • The topics to be addressed; • A description of the target audience(s); • A description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • The methods for distribution; • The annual schedule for the activities/distribution; • The method for documenting activities; • Identification of the staff / department(s) / entities responsible for performing the outreach activities; and • A description of the resources allocated to implement the program.	PWESD	Report on the public education and outreach activities that are performed or sponsored by the Permittee within the Permittee's jurisdiction to encourage the public reporting of suspected illicit discharges and improper disposal of materials, including the type and number of activities conducted, the type and number of materials distributed, and the number of website visits (if applicable) in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 7. e.) <i>Illicit Discharges and Improper Disposal - Public Reporting.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the Permit. Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, and the number of website visits (if applicable).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. f.) <i>Illicit Discharges and Improper Disposal- Oils, Toxics, and Household Hazardous Waste Control.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a public education and outreach program to encourage the proper use and disposal of used motor vehicle fluids, leftover hazardous household waste (HHW), and lead acid batteries. Routinely inform the public of the locations of collection facilities, a description of the types of materials accepted and the hours of operation. The program may include an activity such as the stenciling/marketing of municipally-owned storm sewer inlets, and providing information through the Internet, utility bill inserts, brochures, flyers, PSAs, presentations, etc. The written SOP for the program shall also include the following and be reviewed annually: • The goals and objectives; • The topics to be addressed; • A description of the target audience(s); • A description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • The methods for distribution; • The annual schedule for the activities/ distribution; • The method for documenting the activities; • Identification of the staff/department(s)/entities responsible for performing the outreach activities; and • A description of the resources allocated to implement the program.	County & Municipalities	Report on the public education and outreach activities that are performed or sponsored by the Permittee within the Permittee's jurisdiction to encourage the proper use and disposal of oils, toxics, and household hazardous waste, including the type and number of activities conducted, the type and number of materials distributed, the amount of waste collected/recycled/properly disposed, and the number of website visits (if applicable) in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 7. f.) <i>Illicit Discharges and Improper Disposal</i> ☐ <i>Oils, Toxics, and Household Hazardous Waste Control.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the Permit. Maintain documentation of the type and number of public education and outreach activities conducted, type and number of materials distributed, amount of waste collected/recycled/properly disposed, and number of website visits (if applicable).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. g.) <i>Illicit Discharges and Improper Disposal - Limitation of Sanitary Sewer Seepage.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a wastewater contamination program to reduce or eliminate sanitary wastewater contamination into the MS4, including discharges to the MS4 from sanitary sewer overflows (SSOs) and from inflow/infiltration from collection/transmission systems and/or septic tank systems. Example activities to reduce sanitary wastewater contamination include: repair/lining of sanitary sewer; septic systems removed emergency generator added. The Permittee should contact the appropriate authorities for accurate reporting information, such as the sanitary sewer system operator who is responsible for investigating and eliminating SSOs and the local health department who is responsible for permitting/overseeing septic tank systems. Advise the appropriate utility owner of a possible violation if constituents common to wastewater contamination are discovered in the Permittee's MS4. The written SOP shall be reviewed annually. Maintain documentation of the SSOs and inflow/infiltration incidents addressed.	County & Municipalities	Report on the type and number of activities undertaken to reduce or eliminate SSOs and inflow/infiltration, the number of SSOs or inflow/infiltration incidents found and the number resolved, and the name of the owner of the sanitary sewer system within the permittee's jurisdiction in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 8. a.) <i>Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Maintain an up-to-date inventory of all existing high-risk facilities discharging into the Permittee's MS4. The inventory shall identify the facility outfall to the MS4, the MS4 outfall and receiving surface water body. For the purposes of the Permit, high risk facilities include: • Operating municipal landfills; • Hazardous waste treatment, storage, disposal and recovery facilities; • Facilities that are subject to EPCRA Title III, Section 313 (Toxics Release Inventory (TRI) maintained by the U.S. EPA); and • Any other industrial or commercial discharge that the permittee determines is contributing a substantial pollutant loading to the Permittee's MS4. This may include facilities identified through the proactive inspection program as per Part III.A.7.c of the Permit, or an MSGP as the Permittee deems necessary.	PWESD	Report on the high risk facilities inventory, including the type and total number of high risk facilities and the number of newly added facilities each year in each Annual Report.
ALL	Implement a high-risk facility program for conducting inspections of high-risk facilities to determine compliance with all appropriate aspects of the stormwater program (e.g., no illicit discharges/connections/dumping, compliance with local stormwater regulation requirements, and confirm coverage under FDEP's MSGP, if applicable).	PWESD	(see next page)

STORMWATER MANAGEMENT PROGRAM: 8. a.) <i>Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	The written SOP for the program shall include the following and be reviewed annually: • Procedures for prioritizing the inventoried facilities for inspection; • An inspection schedule (that includes inspecting each facility at least once during the permit cycle); • Procedures for conducting the site inspections (including confirming whether a facility has coverage under the MSGP, if applicable); • Procedures for addressing illicit discharges to the MS4; • Procedures for documenting the inspections and any enforcement activities (including use of a standard form/report); • Identification of the staff/department(s)/outside entities responsible for performing the inspections and the enforcement activities; • A schedule for training inspectors as per Part III.A.7.c of the Permit; and • A description of the resources allocated to implement the plan.	(continued)	Report on the high-risk facilities inspection program, including the number of inspections conducted, and the number and type of enforcement actions taken, in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 8. a.) <i>Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	If the inspection identifies conditions or activities that are in violation of local codes and ordinances, the Permittee shall implement the necessary enforcement to prevent the discharge of pollutants to the MS4. If the Permittee determines or suspects that an industrial facility does not have coverage as required under FDEP's MSGP, it shall notify FDEP's NPDES Stormwater Program and provide the name and address of the facility. Maintain documentation of the high-risk inspections performed, including the date of the inspection, findings of the inspection, type of illicit discharge(s) found, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM:			
8. b.) <i>Industrial and High Risk Runoff - Monitoring for High Risk Industries.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Sampling of the discharge to the stormwater system may be required on an as-needed basis if inspections of high-risk facilities disclose suspected illicit discharges to the MS4. New high-risk industrial facilities as defined in 40 C.F.R. 122.26(d)(2)(iv)(C) must be evaluated to determine if the new discharge is contributing a substantial pollutant load to the MS4. The evaluation may include site-specific sampling. Maintain documentation of the sampling activities.	PWESD	Report the number of high-risk facilities sampled in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 9. a.) <i>Construction Site Runoff - Site Planning and Non-Structural & Structural Best Management Practices.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a pre-construction site plan review program. The written SOP for the program shall include the following and be reviewed annually: • Implement the local codes or land development regulations that require the use and maintenance of appropriate structural and non-structural erosion, sedimentation and waste controls during construction to reduce the discharge of pollutants to the MS4. Consider innovative structural and non-structural BMPs and new technologies as they evolve for use on Permittee projects. • Notify permit applicants of the need to obtain all required stormwater permits including but not limited to, the ERP from the SFWMD or FDEP Southeast District Office, and the FDEP's <i>NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities</i> (CGP; Rule 62-621.300(4), F.A.C.), as applicable. • Confirm that ERP and CGP coverage was obtained, as applicable, prior to commencement of any land grading, excavation, or clearing (local approvals are not contingent upon obtaining these permits). Maintain documentation of the pre-construction site plan review activity, including notification and confirmation of ERP and CGP coverage.	Municipalities for local ordinances. County for County regulations	Report the number of Permittee and private pre-construction site plans reviewed and approved for stormwater erosion, sedimentation and waste controls, the number of permit applicants notified of ERP and CGP, and confirmations of coverage in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 9. b.) <i>Construction Site Runoff - Inspection and Enforcement.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a construction site inspection program for stormwater, erosion and sedimentation inspections of construction sites discharging stormwater to the MS4. The plan shall apply to both Permittee-operated and privately-operated construction projects discharging into the Permittee's MS4, unless the Permittee does not have the ability to obtain the legal authority to inspect privately-operated sites. For FDOT District Four & Florida's Turnpike Enterprise, privately-operated sites are those sites within FDOT's right-of-way that were issued a Drainage Connection Permit (DCP); construction inspections are outfall inspections. The written SOP for the program shall include the following and be reviewed annually: • Prioritization and frequency schedule for construction site inspections. The schedule must identify the priorities for selecting sites to be inspected and the site inspection frequencies deemed by the Permittee to be appropriate to provide protection from pollutant discharges to the MS4 and surface waters to the MEP.	County for unincorporated areas. Municipalities in their jurisdiction	Report on the inspection program for privately-operated and Permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken, in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 9. b.) <i>Construction Site Runoff - Inspection and Enforcement.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	- Inspections shall occur at multiple phases of construction, at all phases determined as necessary and appropriate. At a minimum, inspections shall occur at least once prior to land disturbance to ensure that BMPs have been properly installed, at least once during active construction, and at the conclusion of active construction, unless otherwise justified by the Permittee within the written SOP and approved by FDEP. - The priority order and inspection frequencies shall be based on the following criteria: - Construction site size. Larger sites (as determined by the Permittee) shall be inspected more frequently. - Water body status. Sites that discharge to impaired waters or sensitive waters shall be inspected more frequently. - Significance of adverse water quality impacts. Sites that have been determined by the Permittee to be a significant threat to water quality shall be inspected more frequently. An evaluation of the site's threat to water quality shall include consideration of factors such as the site's proximity to receiving waters and adjacent wetlands, its slopes, its soil characteristics, its need to be dewatered, history of non-compliance by site operators, and public complaints. This evaluation shall be performed during the pre-construction site plan review as per Part III.A.9.a of the Permit. - Seasonality and rainfall. Sites with construction occurring during the wet season or sites where rains greater than one inch occur shall be inspected more frequently. - Historical inspection considerations. The Permittee may use knowledge gained from past implementation of the construction site inspection program to further establish priorities and inspection frequencies.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 9. b.) <i>Construction Site Runoff - Inspection and Enforcement.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	6. Other criteria as determined by the Permittee. • The procedures for conducting site inspections (including a construction site inspection checklist), including appropriate stormwater management and water quality inspection items; and confirmation of ERP and CGP coverage. • Procedures for tracking inspections (including use of a summary log) to demonstrate the history of the activities for each site for each reporting year and to verify that the sites are inspected at no less than the minimum frequency as described in the Permittee's SOP. - o Site name and location, - o Site operator, - o Date of inspection, - o Name of inspector, - o Summary of the inspection findings, and - o Any enforcement actions or referrals.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 9. b.) <i>Construction Site Runoff- Inspection and Enforcement.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	Procedures for enforcement (e.g., Stop Work Orders, Notices of Violation, citations, fines) used to ensure compliance with the Permittee's regulatory requirements for construction sites. This shall include procedures to assure that corrective actions are taken where approved erosion and sedimentation control BMPs and permit conditions are not being met; the method used for tracking the date and type of all follow-up enforcement actions taken based on inspection findings; and procedures for referrals to the appropriate jurisdictional authorities (e.g. applicable MS4 operator, FDEP, or SFWMD).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 9. c.) <i>Construction Site Runoff - Site Operator Training.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Implement a training program for stormwater training/outreach for permittee personnel (and contractors employed by or under contract with the Permittee) involved in the site plan review, site operation or inspection of construction site stormwater management, erosion, and sedimentation controls. All Permittee inspectors and site operators (and contractors employed by or under contract with the Permittee) of construction sites shall be certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training program, or an equivalent program approved by FDEP. The written SOP shall include the following and be reviewed annually: • A description of the topics; • A description of the personnel and contractors targeted; • The methods and materials to be used; • Identification of the staff / department(s) / entities to perform the training; • Method for documenting (in-house and outside) training activities; and • Annual schedule of training for new and current personnel.	PWESD to provide training based on the staff sent by County & Municipalities	Report the type of training activities, the number of inspectors, site plan reviewers and site operators trained, and the number of private construction site operators trained by the permittee in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 9. c.) <i>Construction Site Runoff - Site Operator Training.</i>			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
(continued)	A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the Permit. Maintain documentation of the training activities, including the date, type, topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

PART V. MONITORING REQUIREMENTS

A. Annual Loadings and Event Mean Concentrations.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Each Permittee shall provide estimates of the average annual pollutant loading for the constituents listed in Table V.A.1 for each "major outfall" or "major watershed" within their MS4. The average annual pollutant loading for each major outfall or major watershed shall be estimated using local event mean concentration (EMCs) derived from storm event monitoring or the State's EMCs listed in FDEP's <i>NPDES Phase I MS4 Permitting Resource Manual</i> (most current version), and shall take into consideration land uses within the drainage areas associated with the outfall or watershed.	PWESD will calculate loading based on the outfall data provided by Municipalities & County	Report Annually
	Each Permittee shall provide a table of average annual pollutant loadings and EMCs. Each Permittee shall compare the current cycle's average annual pollutant loadings with those from the	PWESD will calculate loading based on the outfall	Year 3 Annual Report

ALL	previous cycle's Year 3 ANNUAL REPORT. In addition, each Permittee shall specify the source of the data used (local storm event monitoring or state EMCs) and methods or models used for the calculations. The model or method must normalize the average annual pollutant loading estimates to reflect variations in annual rainfall. Based on this comparison of average annual pollutant loadings, the Permittees shall indicate whether pollutant loadings are increasing or decreasing for each major outfall or major watershed. Submit average annual pollutant loading information with the Year 3 Annual Report.	data provided by Municipalities & County	
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A. Annual Loadings and Event Mean Concentrations.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	If the total annual pollutant loadings for each parameter in Table V.A.1 have not decreased since the issuance of the previous MS4 permit, each Permittee shall re-evaluate its SWMP and identify and submit revisions to its SWMP, as appropriate, to reduce pollutant loadings, especially to impaired waters, in the Year 4 Annual Report.	County & Municipalities	Year 4 Annual Report

B. Assessment Program.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	<i>Assessment Program Objective:</i> The purpose of the assessment program is to provide information for the Permittee to determine the overall effectiveness of the SWMP in reducing stormwater pollutant loadings from the MS4. The following elements shall be used to develop the assessment program: a. A water quality monitoring plan intended to identify local sources where urban stormwater is adversely affecting surface water resources. b. Pollutant loadings. c. A description of how the data from a. and/or b. above will be used to: (1) evaluate trends in pollutant loadings from the MS4 and in water quality; and (2) identify portions of the MS4 which can be targeted for loading reduction /corrective action with additional pollutant reduction measures. Each Permittee, or Permittees operating under a collaborative assessment program, shall develop and submit an assessment program to FDEP for review and approval within 12 months of permit issuance. Prior to FDEP approval, the Permittee shall continue to implement their previously approved monitoring program. The program shall specify which Permittees are collaborating on which elements in 1.a. through c. above. The monitoring plan shall be prepared in accordance with FDEP's <i>Guidance for Preparing Stormwater Monitoring Plans as Required for Phase I Municipal Separate Storm Sewer System (MS4) Permits</i> (most current version).	County & Municipalities on basis of the monitoring data and loading calculation provided by PWESD	Submit an assessment program to the Department for review and approval within 12 months of permit issuance. Each Annual Report shall include the following: Status of water quality monitoring plan implementation. Status may include sampling frequency changes, monitoring location changes, or sampling waiver conditions. Brief discussion of the assessment program results to date which includes a summary of the water quality monitoring data and/or stormwater pollutant loading changes from the reporting year. An analysis of the data discussing changes in water quality and/or stormwater pollutant loading from previous reporting years. NOTE: Analysis must be specific to each Permittee's SWMP.

PART VIII. STORMWATER DISCHARGE COMPLIANCE AND WATER QUALITY STANDARDS

B. Requirement for Total Maximum Daily Load (TMDL)

2. For water bodies with a TMDL and without a BMAP.			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
All discharges to receiving waters with TMDLs and associated allocations	Each Permittee shall develop a list of TMDL water bodies into which its MS4 discharges. If the Permittee discharges into only one TMDL water body, the Permittee shall prioritize that water body. If the Permittee discharges into more than one TMDL water body, each Permittee shall develop a list of factors to rank these water bodies. Each Permittee shall prioritize the water body(ies) that will be addressed within the permit cycle and include a schedule for completing the remaining tasks set forth in Parts VIII.B.2.b through VIII.B.3.a for the prioritized water body(ies) within the current permit cycle. Each Permittee shall prepare a final report that includes the list of ranked water bodies that the MS4 discharges into and factors used, the prioritized TMDL water body(ies), and the associated schedule for completing the remaining tasks for those TMDL water body(ies) that will be addressed within the current permit cycle.	County & Municipalities	The plan shall be submitted to FDEP within six months of the effective date of the Permit.

3. Discharging into Waters with a Bacteria TMDL that does not have a BMAP			
PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
All discharges to receiving waters with Bacteria TMDLs	If the Permittee has prioritized a bacteria TMDL in Part VIII.B.2.a, the Permittee shall develop a Bacterial Pollution Control Plan (BPCP) to identify the sources and activities to reduce bacteria loadings from the MS4 to the Maximum Extent Practicable (MEP).	County & Municipalities	Submit the Bacteria Pollution Control Plan with the Year 3 Annual Report.
	Each Annual Report shall include a table summarizing the status of the TMDL process. The Annual Report also shall include a summary of the estimated load reductions that have occurred for the pollutant(s) of concern being discharged from the MS4 to the TMDL water body during the reporting period and cumulatively since the date the Supplemental SWMP was implemented.		Annually

Exhibit B
Payment Amount and Due Date for Each Party by Period

Municipality	2020 Population	Period				
		Oct 1, 2026 - Sept 30, 2027 (12 months) ¹	Oct 1, 2027 - Sept 30, 2028 (12 months) ²	Oct 1, 2028 - Sept 30, 2029 (12 months) ²	Oct 1, 2029 - Sept 30, 2030 (12 months) ²	Oct 1, 2030 - Sept 30, 2031 (12 months) ²
		Payment Due by:				
		Nov 30, 2026	Nov 30, 2027	Nov 30, 2028	Nov 30, 2029	Nov 30, 2030
Coconut Creek	57,833	\$16,531	\$16,944	\$17,367	\$17,802	\$18,247
Cooper City	34,401	\$10,157	\$10,411	\$10,671	\$10,938	\$11,212
Coral Springs	134,394	\$37,355	\$38,289	\$39,246	\$40,227	\$41,233
Dania Beach	31,723	\$9,429	\$9,664	\$9,906	\$10,154	\$10,407
Davie	105,691	\$29,548	\$30,287	\$31,044	\$31,820	\$32,615
Deerfield Beach	86,859	\$24,426	\$25,036	\$25,662	\$26,304	\$26,961
Hallandale Beach	41,217	\$12,011	\$12,311	\$12,619	\$12,935	\$13,258
Lauderdale-by-the-Sea	6,198	\$2,486	\$2,548	\$2,612	\$2,677	\$2,744
Lauderdale Lakes	35,954	\$10,579	\$10,844	\$11,115	\$11,393	\$11,678
Lauderhill	74,482	\$21,059	\$21,586	\$22,125	\$22,678	\$23,245
Lighthouse Point	10,486	\$3,652	\$3,743	\$3,837	\$3,933	\$4,031
Margate	58,712	\$16,770	\$17,189	\$17,619	\$18,059	\$18,511
Miramar	134,721	\$37,444	\$38,380	\$39,340	\$40,323	\$41,331
North Lauderdale	44,794	\$12,984	\$13,309	\$13,641	\$13,982	\$14,332
Oakland Park	44,229	\$12,830	\$13,151	\$13,480	\$13,817	\$14,162
Parkland	34,670	\$10,230	\$10,486	\$10,748	\$11,017	\$11,292
Pembroke Park	6,260	\$2,503	\$2,565	\$2,629	\$2,695	\$2,763
Pembroke Pines	171,178	\$47,360	\$48,544	\$49,758	\$51,002	\$52,277
Plantation	91,750	\$25,756	\$26,400	\$27,060	\$27,736	\$28,430
Pompano Beach	112,046	\$31,277	\$32,058	\$32,860	\$33,681	\$34,523
Southwest Ranches	7,607	\$2,869	\$2,941	\$3,014	\$3,090	\$3,167
Sunrise	97,335	\$27,275	\$27,957	\$28,656	\$29,372	\$30,107
Tamarac	71,897	\$20,356	\$20,865	\$21,387	\$21,921	\$22,469
Weston	68,107	\$19,325	\$19,808	\$20,303	\$20,811	\$21,331
West Park	15,130	\$4,915	\$5,038	\$5,164	\$5,293	\$5,426
Wilton Manors	11,426	\$3,908	\$4,006	\$4,106	\$4,208	\$4,314
County	15,462	\$5,006	\$5,131	\$5,259	\$5,391	\$5,525
Total	1,604,562	\$458,041	\$469,491	\$481,228	\$493,259	\$505,591

1. Oct 1, 2026 – Sept 30, 2027, cost is based on a fee of \$800 per municipality plus \$0.272 per capita, based on 2020 Census.
2. Oct 1, 2027 – Sept 30, 2028, cost, and cost each year thereafter, is based on a 2.5% increase from the previous year.

Exhibit C
Parties' Public Records Custodians

FOR COUNTY:

Public Works and Environmental Services Department
Yvel Rocher, P.E., MSCV, Environmental Program Manager
1 N University Drive, Mailbox 201
Plantation, Florida 33324-2038
yrocher@broward.org
954-519-1234

FOR MUNICIPALITIES:

City of Coconut Creek
Joseph Kavanagh, City Clerk
4800 West Copans Road
Coconut Creek, Florida 33063
jkavanagh@coconutcreek.net
954-973-6774

City of Coral Springs
Georgia Elliot, City Clerk
9500 W Sample Road
Coral Springs, Florida 33065
gelliott@coralsprings.gov
954-344-1074

Town of Davie
Evelyn Roig, Town Clerk
8800 Southwest 36th Street, Bldg. C
Davie, Florida 33328
eroig@davie-fl.gov
954-797-1000

City of Hallandale Beach
Jenorgen Guillen, City Clerk
400 South Federal Highway
Hallandale Beach, Florida 33009
JGuillen@hallandalebeachfl.gov
954-457-1469

City of Lauderdale Lakes
Pavetri Benasrie-Watson, Deputy City Clerk
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319
pavitrib@lauderdalelakes.org
954-535-2708

City of Cooper City
Stanley Jacques
11791 Southwest 49 Street
Cooper City, Florida 33330
SJacques@coopercity.gov
954-434-5519, Ext. 109

City of Dania Beach
Elora Riera, MMC, City Clerk
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
eriera@daniabeachfl.gov
954-924-6800, Ext. 3623

City of Deerfield Beach
Heather Montemayor, CMC, City Clerk
150 Northeast 2nd Avenue
Deerfield Beach, Florida 33441
HMontemayor@deerfieldbeachfl.gov
954-250-4151

Town of Lauderdale-by-the Sea
Melissa Vasami, Town Clerk
4501 North Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Townclerk@lbts-fl.gov
954-640-4201

City of Lauderhill
Andrea Anderson, MMC, City Clerk
5581 West Oakland Park Boulevard
Lauderhill, Florida 33313
aanderson@lauderhill-fl.gov
954-730-3010

City of Lighthouse Point
Nicole Davisson, City Clerk
2200 Northeast 38th Street
Lighthouse Point, Florida 33064
Ndavisson@lighthousepoint.com
954-784-3431

City of Miramar
Denise A. Gibbs, City Clerk
2300 Civic Center Place
Miramar, Florida 33025
dagibbs@miramarfl.gov
954-602-3014

City of Oakland Park
Renee Shrout, City Clerk, CMC
1100 Park Lane East
Oakland Park, Florida 33334
renees@oaklandparkfl.gov
954-630-4298

Town of Pembroke Park
Cynthia Garcia-Lima, CMC, JM, Town Clerk
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023
townclerk@tppfl.gov
954-966-4600, Ext. 235

City of Plantation
April L. Beggerow, MPA, MMC, City Clerk
400 Northwest 73rd Avenue
Plantation, Florida 33317
ABeggerow@plantation.org
954-797-2719

Town of Southwest Ranches
Debra M. Ruesga, CMC, Town Clerk
13400 Griffin Road
Southwest Ranches, Florida 33330
druesga@southwestranches.org
954-434-0008

City of Margate
Jennifer M. Johnson, City Clerk
5790 Margate Boulevard
Margate, Florida 33063
recordsmanagement@margatefl.com
954-935-5327

City of North Lauderdale
Susan Slattery, City Clerk
701 Southwest 71st Avenue
North Lauderdale, Florida 33068
sslattery@nlauderdale.org
954-597-4705

City of Parkland
Alyson Morales, MMC, City Clerk
6600 University Drive
Parkland, Florida 33067
Amorales@cityofparkland.org
954-757-4132

City of Pembroke Pines
Gabriel Fernandez, City Clerk
601 City Center Way
Pembroke Pines, Florida 33025
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954-450-1040

City of Pompano Beach
Kervin Alfred, City Clerk
100 West Atlantic Boulevard, 2nd Floor
Pompano Beach, Florida 33060
kervin.alfred@copbfl.com
954-786-4611

City of Sunrise
Felicia M. Bravo, City Clerk
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
CityClerk@sunrisefl.gov
954-746-3333

City of Tamarac
Kimberly Dillon, City Clerk
7525 Northwest 88th Avenue, Room 101
Tamarac, Florida 33321
Kimberly.Dillon@tamarac.gov
954-597-3505

City of West Park
Olalekan Akinduro, Interim City Clerk
1965 South State Road 7
West Park, Florida 33023
OAkinduro@cityofwestpark.org
954-989-2688, Ext. 220

City of Weston
Patricia A. Bates, MMC, City Clerk
17200 Royal Palm Boulevard
Weston, Florida 33326
PBates@westonfl.org
954-385-2000

City of Wilton Manors
Elizabeth Beckford, MMC, City Clerk
2020 Wilton Drive
Wilton Manors, Florida 33305
ebeckford@wiltonmanors.com
954-390-2123



Agenda Item No: 16.a.

Town Commission Agenda Item Report

Meeting Date: May 12, 2026

Submitted By: Susan Trevarthen, Town Attorney

Submitting Department: Legal

Item Type: Ordinance

Agenda Section: ORDINANCES 1st Reading

Subject Title: ORDINANCE NO. 2026-04: AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE TOWN CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, CONCERNING AMENDMENTS TO CHANGE THE TOWN'S CHARTER TO EXTEND AND CLARIFY CHARTER TIMEFRAMES FOR CERTIFICATION OF CITIZEN PETITIONS RELATED TO ORDINANCES, ESTABLISH TWO FOUR-YEAR MAYOR-COMMISSIONER TERMS, ALLOW MAYOR-COMMISSIONER TO RUN FOR COMMISSIONER AT THE CONCLUSION OF THEIR SERVICE AS MAYOR-COMMISSIONER, ALLOW APPOINTMENTS FOR COMMISSION VACANCIES WITHOUT A TWO-YEAR BREAK IN SERVICE, ESTABLISH CURRENT COMMISSION DISTRICT BOUNDARIES, REVISE AND CLARIFY STANDARDS FOR FORFEITURE OF OFFICES OF COMMISSIONER AND MAYOR-COMMISSIONER, INCORPORATE STATE LAW GOVERNING ELECTIONS, PUBLIC NOTICES, AND AUDITS, AND CORRECT ERRORS, RESOLVE INCONSISTENCIES, AND UPDATE PROVISIONS TO CLEAN UP CHARTER LANGUAGE; CALLING A SPECIAL ELECTION ON THE PROPOSED CHARTER AMENDMENTS TO BE HELD ON TUESDAY, THE 3RD DAY OF NOVEMBER 2026, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING FOR VOTING AT THE POLLS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR INCLUSION IN THE CHARTER, SEVERABILITY AND FOR AN EFFECTIVE DATE.

Explanation:

The Report of the 2025 Town of Lauderdale-By-The-Sea Charter Review Board (the "Board"), was submitted pursuant to Resolution No. 2024-17, and discussed at the February 24, March 24, and April 28 Commission meetings. The agenda packets for those Commission meetings contain the complete record of the Charter Review Board process, and the documents related to the Commission's consideration of the Charter amendments to date.

Following deliberation, the Commission voted to move forward with certain amendments recommended by the Board, reconsidered other amendments, and proposed additional Charter amendments. This Ordinance proposes that the Town Commission authorize the

placement of these Charter amendments on the November 2026 ballot. In order to make that election date, the Ordinance must be adopted and transmitted to the Supervisor of Elections no later than June 8 at 5 pm. If adopted on first reading, the Ordinance will be scheduled for second reading at the May 26 Commission meeting.

As outlined in the attached powerpoint, the amendments in the Ordinance propose to change the Charter in the following manner:

- extend and clarify Charter timeframes for certification of citizen petitions related to ordinances,
- establish two four-year Mayor-Commissioner terms, including adjusting the maximum term limit from 14 to 16 years to accommodate the longer maximum mayoral term, and revising related provisions to implement this change in November 2028,
- allow Mayor-Commissioner to run for Commissioner at the conclusion of his/her service as Mayor-Commissioner (if allowed by the maximum term limits),
- allow appointments for Commission vacancies without a two-year break in service,
- establish the only Commission district boundaries the Town has ever had as the boundaries in the Charter, in lieu of the current standards and processes for periodically revising them,
- revise and clarify standards for forfeiture of offices of Commissioner and Mayor-Commissioner, including tying qualifications to existing Charter provisions, requiring ethics-based removal to be determined under state law by the Florida Commission on Ethics, requiring incapacity determinations to be supported by medical certification or court order, allowing absences to be excused by majority vote, and excusing the Commission from voting on removals already mandated by other governmental authorities,
- incorporate state law governing elections, public notices, and audits, and
- correct errors, resolve inconsistencies, and update provisions to clean up Charter language, including resolving the conflicts of the current Charter language on residence/domicile and measurement of residency from time of election/time of qualifying.

Recommendation: Consider approval of the Ordinance on first reading and, if approved, schedule second reading for the May 26 Commission meeting.

Exhibits:

1. charter_presentation 5.12.26
2. Ordinance - Amending Town Charter (2026) First Reading 5.7.26
3. PART_I___CHARTER LBTS

First Reading of Ordinance to Amend Town Charter

Town of Lauderdale-By-The-Sea
5.12.26

Process and Timeline

- Charter Review Board submitted report (2025)
- Town Commission discussions:
 - February 24, 2026
 - March 24, 2026
 - April 28, 2026
- Ordinance must be adopted by June 8, 2026 for placement on November 3, 2026 ballot

Issues

- Residency Requirement for Mayor and Commission
- Mayoral Term Changes and Term Limit Clarifications
- Commission Districts
- Petition Review Timeframes
- Audit Deadline
- State Election Law and Notice Updates
- Charter Cleanup
- Revise Commission Forfeiture Process

Residency Requirement

- Retain 6-month residency requirement
- Clarify measurement – Charter has two versions
 - from date of election (November)
 - from date of qualifying (June)
- Commission consensus: use date of election
- Standardize terminology: 'residence' vs 'domicile'
 - Commission consensus: 'residence'

Mayoral Term Changes

- Change from three 2-year terms to two 4-year terms starting in 2028
 - Any service immediately prior to 2028 counts as one term
 - Increase overall term limit from 14 to 16 years since mayor can serve 8 years rather than 6 years

Term Limit Clarifications

- Allows appointment to fill vacancies, despite having reached term limits without a two-year break in service
- Mayor may run for Commissioner if limits allow
- Use 'appear on the ballot' terminology rather than 'be a candidate'
- Additional language to address impact of transition from March to November elections on current Commission and overall term limit

Commission Districts

- Retain northern and southern Commission districts, and related district residency requirements
- Define current boundary in Charter, and remove process for revision

Petition Certification Timeframes

- Extend deadlines for Clerk's review
 - initial certification: 20 → 30 days
 - secondary certification: 5 → 10 days
- Use calendar days for 14+ days and business days for shorter periods

Additional Changes

- Audit deadline
 - Extend audit deadline from 6 months to 9 months to align with state law requirements
- Incorporate state election law into Charter
- Allow online notice consistent with current practice
- Charter cleanup
 - Correct statutory references, fix scrivener's errors, address technical inconsistencies

Section 3.3 Conflicts

- Conflicts were discussed at March and April meetings
 - Conflicts with Article VI on residency timing
 - Section 3.3: Prior to qualifying
 - Sections 6.3-6.4: Prior to date of election
 - Overlaps with district residency provisions (Sections 6.1(2)-(3))
 - Overlaps with age/registered voter requirements (Section 6.3)
- Impact of proposed changes clarifies, without changing Charter requirements

Proposed Resolution of Conflicts

- Delete first 2 sentences of Section 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.~~

- Retain Article VI controlling qualifications
 - Reside 6 months prior to date of election, registered voter, Commissioner to reside in their district from Section 3.3
 - Also citizenship, term limit status, filing of required forms, compliance with state law, and payment of qualifying fee

Retained Provisions from Section 3.3

- Final two sentences are not duplicative and should be retained, but relocated to Section 6.3, and refined to match other changes
 - Commissioner must continue to live in district
 - Loss of district residency results in forfeiture
 - Redistricting does not shorten term

Once elected, a Commissioner from an election district shall remain a ~~domiciliary~~ resident of the election district during his or her term of office. Any Commissioner who shall cease to possess the qualifications ~~required herein~~ for district residency 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.

Forfeiture of Office

- Limit required qualifications to Sections 6.3–6.4
- Add medical certification or court order for disability removal
- Require ethics issues to be determined by Florida Commission on Ethics, rather than Town Commission
- Majority (3) vote to excuse absences
- Unanimous (4) vote for discretionary forfeiture
- No Commission vote if removal mandated by court or other mandate

Recommendation

- Consider approval of ordinance on first reading
- Second reading of ordinance will be May 26, 2026
- Transmit ballot questions to Broward Supervisor of Elections by June 8, 2026

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF PROPOSED AMENDMENTS TO THE TOWN CHARTER, PURSUANT TO SECTION 166.031, FLORIDA STATUTES, CONCERNING AMENDMENTS TO CHANGE THE TOWN'S CHARTER TO EXTEND AND CLARIFY CHARTER TIMEFRAMES FOR CERTIFICATION OF CITIZEN PETITIONS RELATED TO ORDINANCES, ESTABLISH TWO FOUR-YEAR MAYOR-COMMISSIONER TERMS, ALLOW MAYOR-COMMISSIONER TO RUN FOR COMMISSIONER AT THE CONCLUSION OF THEIR SERVICE AS MAYOR-COMMISSIONER, ALLOW APPOINTMENTS FOR COMMISSION VACANCIES WITHOUT A TWO-YEAR BREAK IN SERVICE, ESTABLISH CURRENT COMMISSION DISTRICT BOUNDARIES, REVISE AND CLARIFY STANDARDS FOR FORFEITURE OF OFFICES OF COMMISSIONER AND MAYOR-COMMISSIONER, INCORPORATE STATE LAW GOVERNING ELECTIONS, PUBLIC NOTICES, AND AUDITS, AND CORRECT ERRORS, RESOLVE INCONSISTENCIES, AND UPDATE PROVISIONS TO CLEAN UP CHARTER LANGUAGE; CALLING A SPECIAL ELECTION ON THE PROPOSED CHARTER AMENDMENTS TO BE HELD ON TUESDAY, THE 3RD DAY OF NOVEMBER 2026, IN CONJUNCTION WITH THE GENERAL ELECTION BEING HELD ON SAID DATE; PROVIDING FOR VOTING AT THE POLLS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR INCLUSION IN THE CHARTER, SEVERABILITY AND FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea (the “Town”) adopted Resolution No. 2024-17 establishing the 2025 Town of Lauderdale-By-The-Sea Charter Review Board (the “Board”) for the purpose of reviewing the Town Charter and determining

whether revisions should be recommended to the Town Commission for submission to the electors;
and

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

WHEREAS, at meetings in December 2025, and February through April 2026, the Town Commission evaluated the Board’s recommendations, and developed additional amendments for consideration by the Town electors; and

WHEREAS, pursuant to Section 166.031, Florida Statutes, the Town Commission of the Town has determined to submit to the electors of the Town for approval or rejection the amendments to the Town Charter (the “Charter Amendments”) that are set forth herein to change the Town Charter to:

- extend and clarify Charter timeframes for certification of citizen petitions related to ordinances,
- establish two four-year Mayor-Commissioner terms,
- allow Mayor-Commissioner to run for Commissioner at the conclusion of their service as Mayor-Commissioner,
- allow appointments for Commission vacancies without a two-year break in service,
- establish current Commission district boundaries,
- revise and clarify standards for forfeiture of offices of Commissioner and Mayor-Commissioner,
- incorporate state law governing elections, public notices, and audits, and

- correct errors, resolve inconsistencies, and update provisions to clean up Charter language.

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

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

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

* * *

ARTICLE III. ADMINISTRATION AND LEGISLATION

* * *

Sec. 3.3. Qualifications of members~~Reserved.~~

~~Only qualified electors who have resided in the Town of Lauderdale By The Sea for at least six (6) months immediately prior to qualifying preceding the date of election 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 has resided for at least six (6) months immediately prior to qualifying preceding the date of election 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.~~

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

* * *

ARTICLE IV. INITIATIVE AND REFERENDUM

* * *

Sec. 4.4. Filing procedure.

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

* * *

Sec. 4.5. Action on petitions.

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

* * *

ARTICLE V. TOWN OFFICERS AND EMPLOYEES

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:

* * *

- (10) To prepare and submit to the Town Commission an annual financial audit of its accounts and records, completed no later than ~~six (6)~~ nine (9) 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.

* * *

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. Beginning with the regular election to be held in November 2028, and in every regular election thereafter, a Mayor-Commissioner shall be elected for a term of four (4) years and shall serve until a successor is elected and qualifies. For the purpose of calculating eligibility under this section, any person who has served as Mayor-Commissioner immediately prior to November 2028 shall be deemed to have served one term under this section.
- (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. 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: (i) be considered a separate term, (ii) be deemed to constitute the commencement of a new term, (iii) be counted for purposes of calculating term limits, or (iv) require or trigger a special election. Service during such alignment period shall be treated as part of the originally elected term.

- ~~(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.~~

- (65)** 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.

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

* * *

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 appear on a ballot 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 appear on a ballot for Mayor-Commissioner, nor may be appointed to fill a vacancy as the Mayor-Commissioner, if that person has served during each of the threetwo preceding consecutive Mayor-Commissioner terms as a Mayor-Commissioner, without a two year break in service.

* * *

(6) No person may be a candidate appear on a ballot 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) sixteen (16) years in any combination of offices without a two year break in service.

(7) Once elected, a Commissioner from an election district shall remain a resident of the election district during his or her term of office. Any Commissioner who shall cease to possess the qualifications for district residency 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. 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. All general laws of the state relating to municipal elections, as
amended from time to time, are adopted and shall govern elections for the Town.

Sec. 6.6. - 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;~~

(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~~ails 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, or 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, 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.~~

Sec. 6.7. Forfeiture hearing and process.

A member of the Town Commission charged with conduct constituting grounds for forfeiture of ~~his~~ office shall be entitled to a public hearing on demand, and notice of such hearing shall be published ~~in one or more newspapers of general circulation in the Town~~ at least thirty days before the scheduled hearing ~~in accordance with F.S. ch. 50, or any other method of publication expressly authorized by Florida law and consistent with the Town Charter, or any other applicable authority.~~ The Town Commission shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a Commissioner's or Mayor-Commissioner's office, including whether or not good cause for absence has been, or may be, established. ~~For forfeiture not automatically imposed by state law or a final court order by a court of competent jurisdiction, 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 for of 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 removals mandated by a governmental authority other than the Town, the Town Commission shall implement the removal without vote.

* * *

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

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

EXTEND AND CLARIFY CHARTER TIMEFRAMES FOR
CERTIFICATION OF CITIZEN PETITIONS RELATED TO
ORDINANCES

The Town Charter establishes short timeframes for certifying citizen-initiated petitions for the repeal or amendment of ordinances. The proposed amendment would extend certification deadlines and clarify whether time periods are measured in calendar days or business days.

Shall the Town Charter be amended to extend petition certification deadlines and clarify time calculations?

YES []

NO []

ESTABLISH TWO FOUR-YEAR MAYOR-COMMISSIONER
TERMS

The Town Charter establishes three two-year terms for the Mayor-Commissioner. This amendment aligns the Mayor-Commissioner and Commissioner term limits by changing the term length to four years and the number of terms to two terms, revising the maximum term limit accordingly, and clarifies application to the Mayor-Commissioner term ending in November 2028.

Shall the Town Charter be amended to change the Mayor-Commissioner's term to a maximum of two four-year terms, effective November 2028?

YES []

NO []

ALLOW MAYOR-COMMISSIONER TO RUN FOR COMMISSIONER AT THE CONCLUSION OF THEIR SERVICE AS MAYOR-COMMISSIONER

The Town Charter allows Commissioners to run for Mayor-Commissioner at the conclusion of their term, but the Mayor-Commissioner is not similarly allowed to run for Commissioner at the conclusion of his or her term.

Shall the Town Charter be amended to allow a person who has served as Mayor-Commissioner to run for and serve as a Commissioner at the conclusion of their service as Mayor-Commissioner, if permissible under the maximum term limits?

YES []

NO []

ALLOW APPOINTMENTS FOR COMMISSION VACANCIES WITHOUT A TWO-YEAR BREAK IN SERVICE

Shall the Town Charter be amended to clarify that the Town Commission may appoint a qualified person to fill a vacancy in the office of Mayor-Commissioner or Commissioner, even if that person would otherwise be required by the Town Charter take a two-year break in service, potentially increasing the number of persons available for appointment?

YES []

NO []

ESTABLISH CURRENT COMMISSION DISTRICT
BOUNDARIES

The Town has used the same northern and southern Commission district boundaries since 2004. Shall the Town Charter be amended to establish the current district boundaries in the Town Charter, including the existing boundary at the portion of the Village of Sea Ranch Lakes bordering the Atlantic Ocean to preserve the current district boundaries?

YES []

NO []

REVISE AND CLARIFY STANDARDS FOR FORFEITURE OF
OFFICES OF COMMISSIONER AND MAYOR-
COMMISSIONER

Shall the Town Charter be amended to clarify standards for forfeiture of office of Commission members by tying qualifications to existing Charter provisions, requiring ethics-based removal to be determined under state law by the Florida Commission on Ethics, requiring incapacity determinations to be supported by medical certification or court order, allowing absences to be excused by majority vote, and excusing the Commission from voting on removals already mandated by other governmental authorities?

YES []

NO []

INCORPORATE STATE LAW GOVERNING ELECTIONS,
PUBLIC NOTICES, AND AUDITS

The proposed amendment would promote consistency with state law by providing that all general laws of the State of Florida governing

municipal elections apply to the Town, aligning the deadline for the Town's annual financial audit with the deadline in state law, and allowing legal notices to be published on publicly accessible websites as provided in state law.

Shall the Town Charter incorporate Florida laws governing municipal elections, public notices, and audits?

YES []

NO []

**CORRECT ERRORS, RESOLVE INCONSISTENCIES, AND
UPDATE PROVISIONS TO CLEAN UP CHARTER
LANGUAGE**

The proposed amendment would revise the Town Charter to correct errors, improve clarity, resolve inconsistencies in terminology and in timelines, and update references to reflect current Florida law.

Shall the Town Charter be amended to correct errors, resolve inconsistencies, and update provisions to reflect current law?

YES []

NO []

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

7 P.M. on the date of the election, and early and absentee balloting shall also be permitted as provided in conjunction with the general election. Polling places shall be those polling places provided for the general election for the electors of the Town, pursuant to applicable laws. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote. The Town Clerk is authorized to obtain any necessary election administration services from the Broward County Supervisor of Elections. The County registration books shall remain open at the Office of the Broward County Supervisor of Elections office until October, 2026, as provided by

law, at which date the registration books shall close in accordance with the provisions of the general election laws. The Town Clerk and the Broward County Supervisor of Elections are hereby each authorized to take all appropriate action necessary to carry into effect and accomplish the electoral provisions of this Ordinance. This Charter Amendment election shall be canvassed by the County Canvassing Board unless otherwise provided by law.

Section 6. Notice of Special Election. Notice of said special election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Town, or publication on the county's website as provided in Section 50.0311, the municipality's website, or the supervisor's website, at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, September 27, 2026), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, October 11, 2026), and shall be in substantially the following form:

"NOTICE OF SPECIAL ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT, PURSUANT TO ORDINANCE NO. 2026-04 ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA (THE "TOWN"), A SPECIAL ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN, IN CONJUNCTION WITH THE GENERAL ELECTION, ON TUESDAY, THE 3RD DAY OF NOVEMBER 2026, BETWEEN THE HOURS OF 7 A.M. AND 7 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSALS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN:

EXTEND AND CLARIFY CHARTER TIMEFRAMES FOR CERTIFICATION OF CITIZEN PETITIONS RELATED TO ORDINANCES

The Town Charter establishes short timeframes for certifying citizen-initiated petitions for the repeal or amendment of ordinances.

The proposed amendment would extend certification deadlines and clarify whether time periods are measured in calendar days or business days.

Shall the Town Charter be amended to extend petition certification deadlines and clarify time calculations?

YES []

NO []

ESTABLISH TWO FOUR-YEAR MAYOR-COMMISSIONER TERMS

The Town Charter establishes three two-year terms for the Mayor-Commissioner. This amendment aligns the Mayor-Commissioner and Commissioner term limits by changing the term length to four years and the number of terms to two terms, revising the maximum term limit accordingly, and clarifies application to the Mayor-Commissioner term ending in November 2028.

Shall the Town Charter be amended to change the Mayor-Commissioner's term to a maximum of two four-year terms, effective November 2028?

YES []

NO []

ALLOW MAYOR-COMMISSIONER TO RUN FOR COMMISSIONER AT THE CONCLUSION OF THEIR SERVICE AS MAYOR-COMMISSIONER

The Town Charter allows Commissioners to run for Mayor-Commissioner at the conclusion of their term, but the Mayor-Commissioner is not similarly allowed to run for Commissioner at the conclusion of his or her term.

Shall the Town Charter be amended to allow a person who has served as Mayor-Commissioner to run for and serve as a Commissioner at the conclusion of their service as Mayor-Commissioner, if permissible under the maximum term limits?

YES []

NO []

ALLOW APPOINTMENTS FOR COMMISSION VACANCIES
WITHOUT A TWO-YEAR BREAK IN SERVICE

Shall the Town Charter be amended to clarify that the Town Commission may appoint a qualified person to fill a vacancy in the office of Mayor-Commissioner or Commissioner, even if that person would otherwise be required by the Town Charter take a two-year break in service, potentially increasing the number of persons available for appointment?

YES []

NO []

ESTABLISH CURRENT COMMISSION DISTRICT
BOUNDARIES

The Town has used the same northern and southern Commission district boundaries since 2004. Shall the Town Charter be amended to establish the current district boundaries in the Town Charter, including the existing boundary at the portion of the Village of Sea Ranch Lakes bordering the Atlantic Ocean to preserve the current district boundaries?

YES []

NO []

REVISE AND CLARIFY STANDARDS FOR FORFEITURE OF
OFFICES OF COMMISSIONER AND MAYOR-
COMMISSIONER

Shall the Town Charter be amended to clarify standards for forfeiture of office of Commission members by tying qualifications to existing Charter provisions, requiring ethics-based removal to be determined under state law by the Florida Commission on Ethics,

603 requiring incapacity determinations to be supported by medical
604 certification or court order, allowing absences to be excused by
605 majority vote, and excusing the Commission from voting on
606 removals already mandated by other governmental authorities?

607
608 YES []

609
610 NO []

611
612
613 INCORPORATE STATE LAW GOVERNING ELECTIONS,
614 PUBLIC NOTICES, AND AUDITS

615
616 The proposed amendment would promote consistency with state law
617 by providing that all general laws of the State of Florida governing
618 municipal elections apply to the Town, aligning the deadline for the
619 Town's annual financial audit with the deadline in state law, and
620 allowing legal notices to be published on publicly accessible
621 websites as provided in state law.

622
623 Shall the Town Charter incorporate Florida laws governing
624 municipal elections, public notices, and audits?

625
626 YES []

627
628 NO []

629
630
631 CORRECT ERRORS, RESOLVE INCONSISTENCIES, AND
632 UPDATE PROVISIONS TO CLEAN UP CHARTER
633 LANGUAGE

634
635 The proposed amendment would revise the Town Charter to correct
636 errors, improve clarity, resolve inconsistencies in terminology and
637 in timelines, and update references to reflect current Florida law.

638
639 Shall the Town Charter be amended to correct errors, resolve
640 inconsistencies, and update provisions to reflect current law?

641
642 YES []

643
644 NO []

646 **Polling place information, the enabling Ordinance including the full text of the**
647 **proposed Town Charter Amendments and the ballot questions, are available**
648 **at the office of the Town Clerk, located at 4501 Ocean Drive, Lauderdale-By-**
649 **The-Sea, Florida 33308.**

652 **Town Clerk**

653
654
655 **Section 7. Copies.** Copies of this Ordinance proposing the Charter Amendments are on
656 file at the offices of the Town Clerk located at 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida
657 33308, and are available for public inspection during regular business hours.

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

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

670 **Section 10. Severability.** The provisions of this Ordinance are declared to be severable
671 and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be
672 invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

PASSED AND ADOPTED on First Reading this _____ day of May, 2026.

PASSED AND FINALLY ADOPTED on Second Reading this _____ day of May, 2026.

MAYOR EDMUND MALKOON

	First Reading	Second Reading
Mayor Malkoon	_____	_____
Vice-Mayor Strauss	_____	_____
Commissioner Graziano	_____	_____
Commissioner DeNapoli	_____	_____
Commissioner Pouloupoulos	_____	_____

ATTEST:

Melissa Vasami, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

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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- (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.

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.

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- (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.