



CITY MANAGER'S OFFICE

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 14 | Revision Date: 12/18/2025

SECTION 1 | SUMMARY INFORMATION

Date: 3/24/26

☒ Commission Agenda Item ☐ Letter to the Commission (LTC) ☐ Letter to External Stakeholder(s) ☐ Other Document

Document Title/Purpose: Declaration of Compatibility Review with

Commission Meeting Date: 3-19-26 CAM #: 26-0187 Item #: CD-1

CAM attached: ☐ Yes ☒ No Action Summary Attached: ☐ Yes ☒ No CIP FUNDED: ☐ Yes ☒ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: CAO Router Name: Erica Veiper Ext: 6088

Department: _____ Router Name: _____ Ext: _____

Department Approval (Director/Chief): Name _____ Init _____ Date: _____

*Return Document To: Erica Veiper Department: CAO Ext: 6088

*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: _____ Attach Certified Resolution #: _____ Original form route to CAO: ☐ Yes ☒ No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ☒ Yes ☐ No

Is the attached Granicus document final? ☒ Yes ☐ No Number of Originals Attached: _____

Attorney's Name: Shae L. McCarthey Approved as to Form: ☐ Yes ☒ No Initials: SM

Route to: Finance (if applicable) Date: _____ Route to: CCO Date: 3-24-26

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: _____ Number of Originals: 1

Route to CMO Date: 03/24/26 Route to Mayor Date: _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: MAR124 Date Received: 3/25/26 Received From: CCO

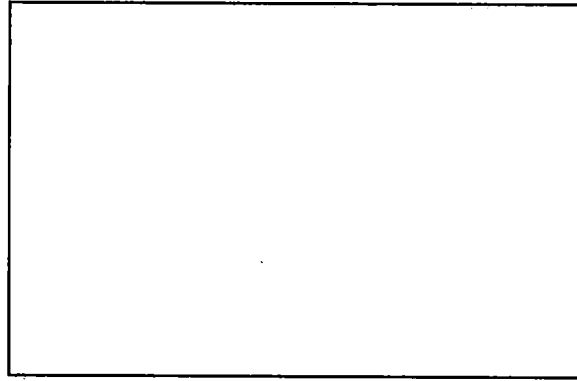
To CM/ACM: ☐ R. Williams ☐ C. Cooper ☐ Y. Matthews ☐ Q. Pough ☒ B. Rogers

Approved Init.: B. Rogers for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: _____ Comments: _____

CMO Executive Assistant Route to: CCO | HR | OMB | Other: _____ Date: _____ Initial: _____

This instrument prepared by:
Robert B. Dunckel, Asst. City Attorney
City of Fort Lauderdale
One East Broward Blvd., Suite 1320
Fort Lauderdale, FL 33301



(Space Reserved for Recording Information)

**DECLARATION OF COVENANTS RUNNING WITH THE LAND
RESPECTING A CITY ISSUED DOCK PERMIT**

THIS is the Declaration of Covenants Running With the Land Respecting a City Issued Dock Permit (hereinafter, "Declaration") pursuant to City of Fort Lauderdale Code Section 8-144, entitled "Private Use of Public Property Abutting Waterways," dated this ____ day of _____, 2026, is by and between:

Roger A. Edwards and Mary Ann Edwards, husband and wife whose mailing address is 823 SE 2nd Street, Unit #A-6, Fort Lauderdale, FL 33301 (hereinafter, "DECLARANT")

and

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301 (hereinafter, "CITY")

RECITALS:

A. The CITY on October 2, 2019, adopted on second reading Ordinance No. C-19-12 which amended CITY Code Section 8-144, entitled "Private Use of Public Property Abutting Waterways".

B. CITY Code Section 8-143, entitled "Rights of City on Property Abutting Public Waterways" provides, in part, that wherever a public street or thoroughfare is laid out or existing in the CITY abutting or touching a waterway open to the public use, the CITY, as Trustee for the public, has and owns the riparian rights appurtenant thereto and shall have the right to grant dock permits for the use of private persons to construct, use, maintain and repair docks, piers and wharves at such places, the use of which are governed by CITY Code Section 8-144.

C. DECLARANT is vested with fee simple title to:

Townhouse Unit No. A-6, according to and subject to the Declaration of Covenants and Restrictions of Himmarshee Place, recorded December 18, 1981, in Official Record Book 9944, Page 167, of the public records of Broward County, Florida, which said Townhomes Unit is more particularly described as follows:
The East 14.91 feet of the West 99.83 feet of Lots 8, 9 and 10, Block 6, BEVERLY HEIGHTS, recorded in Plat Book 1, Page 30, Public Records of Broward County, Florida.

Street Address: 823 SE 2nd Street, Unit #A-6
Fort Lauderdale, FL 33301

Property ID# 5042 11 47 0060

(Hereinafter, "Property" or "Upland Property")

by virtue of that certain General Warranty Deed dated January 3, 2019, recorded at Instrument # 115548481, Official Records of the Public Records of Broward County, Florida, which such Property is contiguous to a public street existing in the CITY abutting or touching a waterway open to the public and therefore comes within the jurisdiction of CITY Code Sections 8-143 and 8-144.

D. Prior to adoption of Ordinance No. C-19-12 amending CITY Code Section 8-144, Dock Permits were sometimes abandoned, terminated, expired or revoked and the CITY inherited the expense of removal of such Permitted Dock and it was recognized that there was a need to require the Permit Holder (DECLARANT herein) to provide security to cover the cost of maintenance and repair of the Permitted Dock and seawall and possible removal of the Permitted Dock, if needed, in the event of failure to do so on the part of the Permit Holder / DECLARANTS.

E. DECLARANT, pursuant to City of Fort Lauderdale Code Section 8-144 applied for a Dock Permit for use of a Permitted Dock abutting a public right-of-way adjacent to their Property.

F. The DECLARANT'S application for the Dock Permit was reviewed by the CITY's Marine Advisory Board ("Board") on January 7, 2026, and the Board recommended to the CITY Commission approval by 9 – 5 vote of the members of the Board in attendance.

G. The DECLARANT'S application for a Dock Permit pursuant to CITY Code Sec. 8-144 was reviewed by the CITY Commission on March 19, 2026, and a Dock Permit was granted pursuant to CITY Resolution No. 26-45. The terms, conditions and obligations set forth in City Commission Agenda Memo #26-0137 and CITY Resolution No. 26-45 are incorporated herein by reference as if set forth in full.

H. Pursuant to CITY Code Section 8-144 (1) (a) ten (10) days prior to the CITY Commission's adoption of a Resolution granting the Dock Permit DECLARANT is required to execute and deliver to the CITY a covenant running with the land to be recorded in the Public

Records to provide security in the form of a potential Claim of Lien against the Property to cover the CITY's costs, if any, of maintenance, repair, reconstruction or timely removal of the Permitted Dock and appurtenances thereto upon the failure of DECLARANT to perform such obligations and to cover the CITY's costs in maintaining, repairing, reconstructing and/or removal of the Permitted Dock and appurtenances thereto upon the failure of the DECLARANT to timely perform such obligation should it arise.

NOW, THEREFORE, in consideration of the foregoing, the DECLARANT hereby agrees, covenants and declares as follows and CITY accepts such Declaration:

1. **Recitals.** The foregoing Recitals and true and correct and are incorporated herein by reference.

2. **Obligation to Maintain, Repair, Reconstruct or Remove Dock and Appurtenances.** Prior to adoption of CITY Resolution No. 26-45 granting a Dock Permit, DECLARANT has executed this Declaration and by virtue thereof DECLARANT agrees to be bound by the obligations, to the extent necessary, of maintenance, repair, reconstruct or removal of the Permitted Dock and appurtenances thereto, and, to the extent necessary, timely removal of the Permitted Dock and appurtenances thereto. Whether maintenance, repair or reconstruction or removal of the Permitted Dock and appurtenances thereto is necessary will be determined by the City Manager. The term "Permitted Dock" refers to the marginal dock, access ramp and appurtenances thereto permitted under City Resolution No. 26-45.

3. **Repair, Replace or Reconstruct in accordance with The Florida Building Code, City Engineering Standards and City Code Section 47-19.3 (f).** The DECLARANT'S obligation to repair, replace, reconstruct or maintain the Permitted Dock and appurtenances thereto shall be performed in such a manner as to be compliant with the requirements of The Florida Building Code, CITY Engineering Standards and CITY Code Section 47-19.3 (f), entitled "Boat slips, docks, boat davits, hoists and similar mooring structures" as well as other terms and conditions imposed by law or administrative regulations with jurisdiction over the subject matter or CITY Resolution No. 26-45 granting the Dock Permit.

4. **Failure to Maintain, Repair, Reconstruct or Remove Dock; Claim of Lien.** In the event DECLARANT fails to either (i) timely perform the obligations, to the extent necessary, of maintenance, repair, reconstruction or removal of the Permitted Dock and appurtenances thereto or (ii) timely perform the obligations, to the extent necessary, of removal of the Permitted Dock and appurtenances thereto, or both (i) and (ii), and the CITY expends funds to perform such obligations, then DECLARANT grants to and agrees with the CITY that the CITY may file a Claim of Lien against the Property for the cost of the CITY performing such obligations in the face of DECLARANT'S failure to so perform.

4.1. Interest on the Claim of Lien shall accrue on the unpaid amount at the rate of twelve percent (12.0 %) per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law.

4.2. The Lien shall be effective upon the recordation of the Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien at which time CITY shall record a satisfaction of such Lien.

4.3 DECLARANT agrees that they shall be liable for all costs associated with filing the Claim of Lien and foreclosure thereof including court costs and the CITY's reasonable attorneys' fees incurred in pursuit of the foreclosure of the Claim of Lien throughout the trial and all appellate court proceedings relative thereto.

4.4 DECLARANT, for itself and its successors in interest as to the Property, do hereby waive any rights to Homestead Exemption as granted by Article X, Section 4 of the Florida Constitution as to the Claim of Lien provided for herein.

5. **Discharge and Release of Claim of Lien.** In the event a Claim of Lien is recorded against the Property and the CITY is thereafter reimbursed for the costs underlying the Claim of Lien, then the CITY shall record a release, discharge or satisfaction of the Claim of Lien which as such release, discharge or satisfaction of the Claim of Lien may be executed by the City Manager. Further, upon payment of the amount of the Claim of Lien, the City shall release and discharge this Declaration, and such release and discharge shall be executed by the City Manager and recorded by the CITY, at DECLARANT'S expense, in the Public Records

6. **Expiration of Dock Permit.** Pursuant to the terms of CITY Code Section 8-144 (4) (b) and CITY Resolution No. 26-45 the Dock Permit expires upon (i) abandonment of the use of the Permitted Dock by DECLARANT or (ii) recordation of the deed of conveyance transferring title to the Property from DECLARANT to a third party successor in interest or (iii) termination, expiration or revocation of the Dock Permit by the CITY Commission, whichever (i), (ii) or (iii) shall first occur, subject to the survivability of this Declaration which is intended to run with the Property and the DECLARANT'S obligation to have, to the extent necessary, as determined by the City Manager, timely maintained, repaired or removed the Permitted Dock and appurtenances thereto. The Dock Permit granted by CITY pursuant to Resolution No. 26-45 may be revoked by the CITY Commission for good cause shown upon at least ninety (90) days advance notice to the DECLARANT and an opportunity for the DECLARANT to be heard, or as otherwise provided in Resolution No. 26-45.

7. **Removal of Dock Upon Expiration of Dock Permit.** DECLARANT agrees that upon expiration of the Permitted Dock as set forth above, the DECLARANT shall be obligated to remove the Permitted Dock and appurtenances thereto no later than three (3) months after the termination, revocation or expiration of the Dock Permit, unless a Dock Permit is granted in a timely manner to DECLARANT'S contract purchaser/successor in interest to the Property as provided for herein and in CITY Code Sec. 8-144. DECLARANT agrees that the provisions of

this Declaration shall be a continuing obligation that runs with the Property and survives expiration of the Dock Permit.

7.1. Either prior to or after expiration of the Dock Permit, an application for the Dock Permit at issue may be filed by a contract purchaser prior to obtaining fee simple title to the Property, provided, however, the granting of the Dock Permit will not be effective until such time as the conveyance of fee simple title to the Property has been recorded in the Public Records of Broward County, Florida.

8. **Discharge of Obligation to Remove Dock Upon Granting of Dock Permit to Successor Permit Holder.** DECLARANT agrees that in the event the Dock Permit is granted to a successor Permit Holder within a timely manner as proscribed in Paragraph 7 above, then the obligation to remove the Permitted Dock and all appurtenances thereto shall be discharged as to DECLARANT and a release and discharge of the Declaration shall be executed by the City Manager and recorded by the CITY in the Public Records of Broward County, Florida at the expense of the DECLARANT.

9. **Release and Discharge of Declaration.** DECLARANT agrees that in the event (i) the Permitted Dock and all or all appurtenances thereto are removed within the three (3) month period as set forth above or (ii) the Dock Permit is granted to the contract purchaser for the Property within a timely manner as set forth in Paragraph 7, above, then this Declaration shall be released and discharged by the CITY as to the DECLARANT'S interest in the Property and the covenants of this Declaration, and the City Manager is authorized to execute such release or discharge and it shall be recorded by the CITY in the Public Records of Broward County, Florida at the expense of the DECLARANT.

10. **Indemnification.** For the period commencing with the effective date of Resolution No. 26-45 through expiration of the Dock Permit, pursuant to Paragraph 6 (ii) or (iii) above, whichever shall first occur. DECLARANT hereby agrees to protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, fees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of DECLARANT pursuant to CITY Code Section 8-144 and City Resolution No. 26-45 granting the Dock Permit herein (collectively, "Claims," including Claims *ex contractu*, administrative or *ex delicto*), conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the Permitted Dock and Dock Area, or the breach or default by DECLARANT of any covenant or provision of Resolution granting the DECLARANT the Dock Permit and the use of the Dock Area, except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY, its officers, agents or employees.

10.1. As to tortious Claims (as contrasted with Claims arising *ex contractu* or administrative) this portion of the tortious Claims indemnification pertains to the tortious Claims arising from acts or omissions within the Dock Area or the Permitted Dock, as defined in the Resolution, and does not include Claims arising from acts or omissions within the Public Swale Area, as defined in Resolution No. 26-45. Without limiting the foregoing, any and all such Claims, suits, causes of action relating to personal injury,

death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the Dock or Dock Area, is included in the indemnity.

10.2. DECLARANT further agrees to investigate, handle, respond to, provide defense for, and defend any such tortious Claims at their sole expense and agrees to bear all other costs and expenses related thereto even if the tortious Claim is groundless, false or fraudulent and DECLARANT shall assume and defend not only itself but also the CITY in connection with any tortious Claims and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing. The indemnification obligations for acts or omissions giving rise to tortious Claims on or before expiration of the Dock Permit pursuant to Paragraph 6 (ii) or (iii) shall survive and shall continue for a period of time coincident with the statute of limitations period applicable to the offending act, omission or default giving rise to the Claim at issue.

11. **Interpretation of Declaration; Severability.** This Declaration shall be construed in accordance with the laws of the State of Florida and Code of Ordinances of the City of Fort Lauderdale. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, by a court of competent jurisdiction, the remainder of this Declaration shall not be affected thereby. Rather, this Declaration is to be enforced to the extent permitted by law. The captions, headings and title of this Declaration are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Declaration is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Declaration, unless otherwise expressly provided. The terms and words used in this Declaration, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

12. **Venue.** Any controversies or legal problems arising out of this Declaration and any action involving the enforcement or interpretation of any rights or obligations hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida. To that end, DECLARANT expressly waives whatever other privilege to venue they may otherwise have.

13. **Declaration Runs with The Property.** DECLARANTS, for themselves and their successors and assigns as to the Property agree and grant that the covenants of this Declaration and the covenants permitting a Claim of Lien to be filed against the Property upon certain terms and conditions shall run with the Property.

14. **Mangrove Trimming and Preservation Act ("Act") Compliance.** As more particularly set forth in Commission Agenda Mem #26-0137 accompanying CITY Resolution No. 26-45, the CITY, but not DECLARANT, is the riparian owner under the Act. Accordingly, it is the CITY, as riparian owner, that is charged with responsibility for compliance with the Act and Broward County Environmental Resource License DF25-1177 ("ERL") with regard to the Permitted and Dock Area's impact on the mangroves within the Dock Area (as defined in CITY Resolution No. 26-45).

14.1 Pursuant to the Act and the ERL issued by Broward County authorized certain actions of trimming and altering mangroves relative to accommodating the Dock Area. Relative to securing the ERL and meeting the terms and conditions thereof, CITY has and will continue to incur fees and expenses relative to (i) applying for the current ERL and potentially future ERLs and (ii) the trimming and alteration of mangroves under the ERL and compliance with the Act. DECLARANT shall be responsible for reimbursing CITY within ninety (90) days of receipt of an invoice for expenses incurred by CITY in compliance with the ERL and the Act. After ninety (90) days of receipt of invoice, interest on the unpaid balance shall accrue at the rate of twelve (12%) percent per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by law.

14.2 Such reimbursable fees and expenses shall include, but not be limited to reimbursement for the fees and expenses incurred (i) in applying for the ERL, (ii) initial trimming and removal of mangroves for the Dock Area as authorized under the ERL, (iii) any future fees or expenses incurred in securing a Supplemental ERL in the event future trimming or removal or both of mangroves is needed, (iv) eight (8%) percent of the fees incurred relative to the 50 voluntarily planted mangroves that satisfy the alteration/removal of mangrove seedlings in the Dock Area as to expenses incurred by CITY in filing the annual reports required under the ERL and any required remedial actions relating thereto, and (v) any other fees or expenses incurred by CITY relative to compliance with the Act or the ERL or Supplemental ERLs relating to the Dock Area.

15. **Effective Date.** This Declaration shall not be effective until such time as (i) a certified copy of the Resolution granting the Dock Permit has been recorded in the Public Records of Broward County, Florida by the CITY, (ii) together with a copy of this Declaration, and (iii) a copy of the recorded Resolution and recorded Declaration is filed with the CITY's Office of Marine Facilities, all (i), (ii) and (iii) at DECLARANT'S expense.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this DECLARATION has been duly signed and sealed by the DECLARANT and the proper CITY officials on or as of the day and year first above written.

WITNESSES:

DECLARANT:

Deckeris J. Jave
DECKERIS JAVE

Print Name

Address: 1401 E BROWARD BLVD, #300
FORT LAUDERDALE, FL 33301

RA Edwards
Roger A. Edwards

Natasha Rusconi
NATASHA RUSCONI

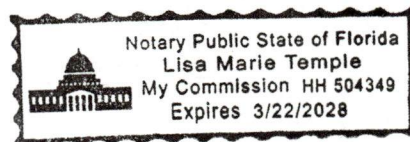
Print Name

Address: 1401 E BROWARD BLVD
SUITE 300, FT LAUDERDALE, FL 33301

STATE OF: FLORIDA
COUNTY OF: BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of March, 2026, by Roger A. Edwards.

Lisa Marie Temple
Signature of Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

WITNESSES:

Keckeis Jaye
[Witness Signature]

KECKEIS JAYE
[Witness type or print name]

Address: 1401 E BROWARD BLVD, #300
FORT LAUDERDALE, FL 33301

NATASHA RUSCONI
[Witness type or print name]

[Signature]
[Witness Signature]

Address: 1401 E BROWARD BLVD
STE 300, FORT LAUDERDALE, FL 33301

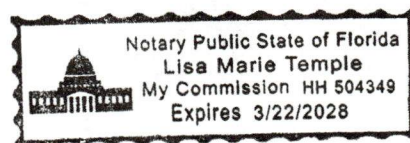
DECLARANT:

Mary Ann Edwards
Mary Ann Edwards

STATE OF: FLORIDA
COUNTY OF: BROWARD

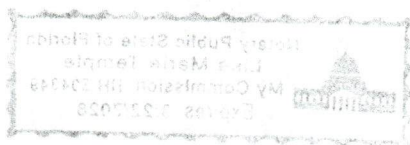
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 3rd day of March, 2026, by Mary Ann Edwards.

Lisa Marie Temple
Signature of Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____



WITNESSES:

AS TO CITY
CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA

N. Cotterell

[Witness Signature]

Nickham Cotterell

[Witness type or print name]

Address: 101 NE 3rd Ave
Fort Lauderdale, FL 33301

Gina Rizzuti-Smith

[Witness Signature]

Gina Rizzuti-Smith

[Witness type or print name]

Address: 101 NE 3rd Ave
Fort Lauderdale FL 33301

By: [Signature]
Dean J. Trantalis, Mayor

By: [Signature]
Rickelle Williams, City Manager

ATTEST:

By: [Signature]
David R. Soloman, City Clerk

Approved as to form and correctness:

By: [Signature]
Shari L. McCartney, City Attorney



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this 31 day of March, 2026, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

[Signature]

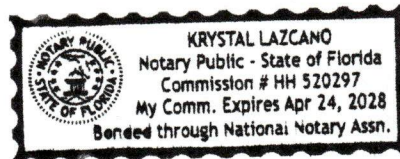
Notary Public, State of Florida

Krystal Lazcano

Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____



2004-2005
Annual Report
of the
Department of
Education

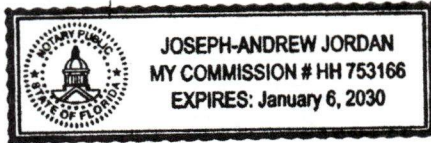


DEPARTMENT OF EDUCATION
UNITED STATES OF AMERICA
WASHINGTON, D.C. 20540-0001
2004-2005

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online, this 27 day of March, 2026 by RICKELLE WILLIAMS, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Joseph-Andrew Jordan
Notary Public, State of Florida



Joseph-Andrew Jordan
Name of Notary Typed, Printed or Stamped

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

CONSENT RESOLUTIONS

- CR-1** 26-0137 Resolution Approving an Application for a Dock Permit for Usage of Public Property by Roger and Mary Ann Edwards, adjacent to 823 SE 2 Street, Unit #A-6 for a Proposed Wood Marginal Dock and Authorizing Execution of a Declaration of Restrictive Covenants - (Commission District 4)
- ADOPTED**
- Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst, Commissioner Glassman and Mayor Trantalis
- CR-2** 26-0162 Resolution to Impose Special Assessment Liens for Board-Up Costs - (Commission Districts 2 and 4)
- ADOPTED**
- Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst, Commissioner Glassman and Mayor Trantalis
- CR-3** 26-0288 Resolution Approving an Agreement Between Broward County, Cypress Phase I JV SPE LLC, and the City of Fort Lauderdale Related to the Eligibility of the Issuance of Building Permits Prior to Plat Recordation and to Delegate Authority to the City Manager to Execute the Agreement for "The Cypress Development" - 150 NW 68 Street - (Commission District 1)
- ADOPTED**
- Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst, Commissioner Glassman and Mayor Trantalis
- CR-4** 26-0176 Resolution Amending Rule XI, Subsection 2(a), "Legal Holidays," of the Personnel Rules of the City of Fort Lauderdale, Florida, to Include Juneteenth as a Recognized City Holiday - (Commission Districts 1, 2, 3 and 4)
- ADOPTED**
- Yea:** 5 - Commissioner Beasley-Pittman, Commissioner Sorensen, Vice Mayor Herbst, Commissioner Glassman and Mayor Trantalis

MOTIONS



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#26-0137

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Rickelle Williams, City Manager

DATE: March 19, 2026

TITLE: Resolution Approving an Application for a Dock Permit for Usage of Public Property by Roger and Mary Ann Edwards, adjacent to 823 SE 2 Street, Unit #A-6 for a Proposed Wood Marginal Dock and Authorizing Execution of a Declaration of Restrictive Covenants – **(Commission District 4)**

Recommendation

Staff recommends that the City Commission adopt a Resolution (1) granting a dock permit to Roger & Mary Edwards (applicant), for use by private persons of public property, adjacent to 823 SE 2 Street, Townhouse Unit #A-6, Fort Lauderdale, Florida for a proposed fourteen and ninety-one hundredths feet (14.91') long by six feet (6.0') wide wood marginal dock and three feet (3.0') wide access ramp through the mangroves on Himmarshee Canal and (2) authorizing execution of a Declaration of Restrictive Covenants relative to the dock permit. Pursuant to Code of Ordinances of the City of Fort Lauderdale, Florida (Code), Section 8-144, the City Commission may grant a dock permit for the use by private persons of certain public property abutting or touching a waterway, except at street ends or within a city park.

Background

The applicant is seeking a resolution granting a dock permit for use by private persons of public property in accordance with Section 8-144 of the Code for the construction, use, repair and maintenance of a proposed marginal dock and access ramp adjacent to 823 SE 2 Street/Richard Mancuso Greenway, Unit #A-6 ("Project Site"). Townhouse Unit #A-6 is one (1) of eight (8) townhouse units. The dock is directly adjacent to the Project Site on the Himmarshee Canal with direct access to the New River. The proposed dock is fourteen and ninety-one hundredths feet (14.91') long by six feet (6.0') wide wood marginal dock that includes a three foot (3.0') wide access ramp through the mangroves.

The mangroves on Himmarshee Canal adjoining the Project Site, under the Mangrove Trimming and Preservation Act ("Act"), require environmental permits from Broward County for the trimming and alteration (removal) of mangroves to facilitate the installation and use of the dock and ramp access. The Act confers standing to seek a license under the Act on the riparian owner. In this instance the Applicant's property line does not run to the waterway. It is the City that is therefore the riparian owner under the Act, not the

Applicant. Accordingly, the City bears ultimate responsibility for actions under the Act. The placement and construction of the proposed dock and access ramp necessitate the need, pursuant to the Act, for the City to be responsible for trimming the impacted mangroves and removing mangrove seedlings to accommodate the access ramp.

To construct, operate and maintain the dock and access ramp at the Project Site through the mangroves, the Act requires an Environmental Resource License relative to the needed trimming and removal of mangroves to accommodate the dock and access ramp. This is an obligation imposed on the riparian owner, i.e. the City, not on the Applicant. On November 20, 2025, the City was issued an Environmental Resource License DF25-1177 ("ERL") authorizing the trimming and alteration (removal) required for the construction and use of the dock and access ramp through the mangroves at the Project Site.

Independent of the current Application, the City had already, on September 11, 2025, voluntarily planted fifty (50) mangroves at Coontie Hatchee Park located at 1116 SW 115 Avenue. Were it not for the City's previous voluntary planting of the fifty (50) mangroves, there would have been a mitigation requirement imposed on the City for the Applicant's Project Site, requiring the planting of four (4) additional mangroves. Broward County has determined that the City's earlier voluntary planting of the fifty (50) mangroves more than adequately satisfied the mitigation requirements relative to the removal of a number of mangrove seedlings to accommodate the three feet (3.0') wide access ramp at this project site. Hence, the ERL did not require the additional planting of four (4) additional mangroves.

The City, as riparian owner under the Act and as Licensee under the County's ERL, and not the Applicant, is obligated to meet the survivability standards as to the voluntarily planted fifty (50) mangroves. To that end, restoration and mitigation must result in at least eighty percent (80%) survival for the fifty (50) voluntarily planted mangroves for a period of one (1) year after the planting. Relative thereto the City must monitor the fifty (50) mangroves annually for a period of five (5) years with reporting requirements to the County detailing the health of the mangroves required for maintenance and photos of the area. In the event Broward County determines that the mitigation area is not achieving the listed criteria during any portion of the reporting period, the City shall determine the reasons for failure and prepare plans that demonstrate clearly how the problem(s) will be corrected. Those plans must be implemented within thirty (30) days of Broward County's written approval.

There is an ongoing cost to the City of these reporting requirements. Since the four (4) mitigating mangroves that would have otherwise been required for the Project Site constitutes eight percent (8%) of the fifty (50) mangroves, the Applicant will be obligated to reimburse the City eight percent (8%) of the City's expense in the reporting and required remedial actions over the mandated five (5)-year period. As to the City's cost of prosecuting any future applications with the County for the ERL for this Project Site, the Applicant will be obligated to reimburse the City one-hundred percent (100%) for those expenses. Similarly, the City will incur expenses relative to trimming and removing

mangroves to accommodate the Project. The Applicant will be obligated to reimburse the City one-hundred percent (100%) of those expenses. Likewise, in the event there is future mangrove growth that needs to be trimmed or altered for the use of the dock and access ramp, the City will need to apply for another ERL from Broward County. The City's costs associated with any future applications and issuance of ERL for such actions shall be the responsibility of the Applicant who will be invoiced for one-hundred percent (100%) of the associated expenses.

It should be noted that City anticipates construction of a seawall on both banks of Himmarshee Canal within the next four (4) years. This will necessitate the removal of the permitted dock and access ramp during construction of the seawall. The Applicant is aware of this. Once the construction of the new seawall is complete, the Applicant will have to apply for a Code Section 8-144 dock permit and bear the expense of constructing a new dock.

ULDR Sec. 47-19(c) allows for mooring structures, including docks, to extend to no more than twenty-five feet (25') or twenty-five percent (25%) of the width of the waterway, whichever is less. The canal width is +/- fifty-three feet and five inches (53.5'), allowing for a maximum dock distance of +/- thirteen point four feet (13.4'). The dock extends twelve feet and five inches (12.5') into Himmarshee Canal meeting the requirements of ULDR Sec. 47-19.3(c). Per Resolution No. 19-205, an application fee of \$1,500 is associated with obtaining a dock permit.

Pursuant to Code Section 8-144(1)(a) the Applicant is required to execute a Declaration of Restrictive Covenants relative to the Dock Permit, to ensure compliance with the rules set forth within the Code. The resolution authorizes the proper City officials to countersign the Declaration. As a requirement of City Code 8-144, approval of the application is contingent upon all improvements to the property being maintained in accordance with City Engineering standards and in full compliance with building and zoning regulations including construction permits required for any future electrical and water feed to the property.

The Marine Advisory Board (MAB) recommended approval of the Application 9-5 at the January 7, 2026, MAB meeting. Concerns were expressed specific to the survivability of the transplanted mangroves at the mitigation site as well as the health of the Himmarshee Canal. It was noted that this location is on the City's Seawall Master Plan.

Resource Impact

Revenue related to the application fee is included in the Fiscal Year 2026 Operating Budget in the account listed below.

Funds available as of January 22, 2026					
ACCOUNT NUMBER	COST CENTER NAME (Program)	ACCOUNT/ ACTIVITY NAME	AMENDED BUDGET (Character)	AMOUNT RECEIVED (Character)	AMOUNT
10-111-6201-000-347- 200-PKR189	Marine Facilities Administration	Service Charge – Parks and Recreation / Private Dock Fees	\$15,000	\$0	\$1,500
TOTAL AMOUNT ►					\$1,500

Strategic Connections

This is a 2026 Commission Priority, advancing Public Spaces and Cultural initiatives.

This item supports the 2029 Strategic Plan, specifically advancing:

- The Public Places Focus Area, Goal 5: Build a beautiful and welcoming community.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We are Here.

This item supports the Advance Fort Lauderdale 2040 Comprehensive Place specifically advancing:

- The Public Places Focus Area
- The Parks, Recreation & Open Spaces Area
- Goal 2: Be a community with high quality parks and recreational facilities that highlight the character of our city.

Attachments

Exhibit 1 – Application

Exhibit 2 – Code Sec. 8-144

Exhibit 3 – January 7, 2026, Marine Advisory Board Minutes

Exhibit 4 – Approval Resolution

Exhibit 5 – Denial Resolution

Exhibit 6 – Declaration of Covenants Respecting City Issued Dock Permit

Exhibit 7 – Broward County Environmental Resource License DF25-1177

Prepared by: Carolyn Bean, Assistant to the Director, Parks and Recreation

Department Director: Carl Williams, Parks and Recreation

RESOLUTION NO. 26-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, PURSUANT TO SECTION 8-144 OF THE CODE OF ORDINANCES OF THE CITY OF FORT LAUDERDALE, FLORIDA, GRANTING A DOCK PERMIT FOR INSTALLATION, USE, MAINTENANCE AND REPAIR BY ROGER A. EDWARDS AND MARY ANN EDWARDS, HUSBAND AND WIFE, OF ONE (1) PROPOSED 14.91'+/- LONG X 6'+/- WIDE MARGINAL WOODEN DOCK WITH 3.0' WIDE ACCESS RAMP SAID MARGINAL DOCK. EXTENDING A MAXIMUM DISTANCE OF 12.5'+/- INTO THE WATERWAY ADJACENT TO 823 SE 2ND STREET UNIT #A-6, AS SUCH PROPERTY IS MORE PARTICULARLY DESCRIBED BELOW; AUTHORIZING THE PROPER PUBLIC OFFICIALS TO COUNTERSIGN THE DECLARATION OF COVENANTS RUNNING WITH THE LAND RESPECTING A CITY ISSUED DOCK PERMIT; AUTHORIZING RECORDATION OF THIS RESOLUTION; SUBJECT TO CERTAIN TERMS AND CONDITIONS; REPEALING ANY AND ALL PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Roger A. Edwards and Mary Ann Edwards, husband and wife, applied for a permit to install, use, maintain and repair one (1) proposed 14.91'+/- long x 6' +/- wide marginal wooden dock with access ramp with the marginal dock extending a maximum distance of 12.5'+/- into the waterway adjacent to 823 SE 2nd Street Unit # A-6, in accordance with the provisions of Section 8-144 of the Code of Ordinances of the City of Fort Lauderdale, Florida; and

WHEREAS, the City's Marine Advisory Board on January 7, 2026, reviewed the application for dock permit filed by Applicant and upon a vote of 9 in favor of recommending approval and 5 recommending denial voted to recommend to the City Commission approval of this application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That pursuant to Section 8-144 of the Code of Ordinances of the City of Fort Lauderdale, permission is hereby granted to Roger A. Edwards and Mary Ann Edwards, husband and wife, (hereinafter referred to as "Permit Holder"), to install, use, maintain and repair one (1) proposed 14.91' +/- long x 6' +/- wide marginal wooden dock and 3.0' wide access ramp with the marginal dock extending a maximum distance of 12.5' +/- into the waterway adjacent to 823 SE 2nd Street Unit #A-6, legally described as follows:

Townhouse Unit No. A-6, according to and subject to the Declaration of Covenants and Restrictions of Himmarshee Place, recorded December 18, 1981, in Official Record Book 9944, Page 167, of the public records of Broward County, Florida, which said Townhomes Unit is more particularly described as follows:

The East 14.91 feet of the West 99.83 feet of Lots 8, 9 and 10, Block 6, BEVERLY HEIGHTS, recorded in Plat Book 1, Page 30, Public Records of Broward County, Florida.

Street Address: 823 SE 2nd Street
Fort Lauderdale, FL 33301

Property ID# 5042 11 47 0060

(hereinafter, "Property" or "Upland Property")

SECTION 2. The Dock Permit herein granted by this Resolution may be revoked at any time for violation of any one or more of the conditions of this Resolution or provisions of Section 8-144 of the Code of Ordinances of the City of Fort Lauderdale, Florida, a number of such provisions are incorporated by reference as if fully set forth herein. The following conditions are listed for emphasis: (1) Permit Holder is prohibited from collecting rent for the dock facility; (2) the Dock Area, as defined below, shall not be used by any person or persons other than Permit Holder; (3) Permit Holder shall be responsible for maintaining the Improvements (the term "Improvements," as used herein shall mean the 14.91' +/- long x 6' +/- wide wood marginal dock and 3.0' wide ramp, and any other appurtenant fixtures constructed or utilized by Permit Holder); (4) by acceptance of the use of the Improvements and the Permit granted hereby, Permit Holder agrees to defend, indemnify and hold City harmless for damages to property or injury to or for the death of anyone using the Improvements; (5) Permit Holder shall be responsible for all governmental charges or fees in connection with the maintenance, repair and use of the Improvements; (6) Permit Holder is prohibited from erecting any signs, landscaping or fencing that would restrict public w to the Public Swale Area as defined below.

SECTION 3. The granting of this Dock Permit is subject to the following terms and conditions:

1. The granting of this Dock Permit is conditioned upon the requirement that the Permit Holder shall repair, replace or maintain the 14.91' long x 6' wide wood marginal dock and 3.0' wide access ramp and appurtenant fixtures constructed or utilized by the Permit Holder. It should be noted that this Project Site is South of the pavement on S.E. 2nd Street and is a natural shoreline populated with mangroves within the Himmarshee Canal. The City shall trim and alter mangroves in accordance with Broward County Environmental Resource License DF25-1177.
2. It should be noted that the City anticipates construction of a seawall on both sides of the Himmarshee Canal. As a special condition, the City reserves the right to remove the Improvements for construction of the seawall at this Project Site in the event that this might be required during the term of the Dock Permit as determined by the City Engineer and authorized by the City Manager. The sole cost of removal and replacement of the Improvements shall be the responsibility of the Permit Holder.
3. (a) The *Dock Area* is that area (i) bounded on the East and West by the Southerly extension and prolongation of the side yard property lines for the Upland Property into abutting waterway, (ii) bounded on the North by the Southernmost portion of the pavement for S.E. 2nd Street, and (iii) bounded on the South by Southerly extension and prolongation of the Easternmost and Westernmost side yard property lines for the Upland Property a distance of 12.5' +/- into the adjacent waterway as provided in the City of Fort Lauderdale Florida, Unified Land Development Regulations ("ULDR") 47-19.3(c) and (d). (See **Exhibit "A"** attached hereto for a schematic representation of the *Dock Area*.)

(b) The Public Swale area pursuant to Code Sec. 8-144 for Dock Permits is generally an area within the waterward extension of the side yard setbacks for the Upland Property. In this instance there are no side yard setbacks for any of the eight (8) townhouse units within this Himmarshee Place Townhouse Development. There is, however, a 10-foot side yard setback for the Himmarshee Place Townhouse Project as a whole. Under the unique circumstances of this Project Site the Public Swale area shall be the extension and prolongation of the waterward extension of the Easternmost and Westernmost side yard setbacks for the entire Himmarshee Place Townhouse Project.
4. That as a condition to the adoption of this Resolution, Permit Holder has executed

the Declaration of Covenants Running with the Land Respecting A City Issued Dock Permit (hereinafter, "Declaration"). The proper City officials are hereby authorized to counter-execute the Declaration. Permit Holder, at Permit Holder's sole expense, shall record a certified copy of the Resolution and the fully executed Declaration in the Public Records of Broward County, Florida.

5. (a) During the term of the Dock Permit, the Permit Holder shall be required to repair, replace, maintain or reconstruct the 14.91' +/- long x 6' +/- wide wood marginal dock and 3.0' wide access ramp and to meet the requirements of Section 47-19.3(f) of the City of Fort Lauderdale, Florida, Unified Land Development Regulations ("ULDR").
- (b) The term of this Dock Permit to use the 14.91' +/- long x 6' +/- wide wood marginal dock and 3.0' wide access ramp and Improvements shall expire upon the (i) abandonment of the use of the marginal dock and access ramp and all appurtenances thereto or (ii) recordation of the deed of conveyance transferring title to the Upland Parcel, or (iii) termination, expiration or revocation of the Dock Permit by the City Commission, whichever (i), (ii) or (iii) shall first occur, subject to the survivability of the obligation to remove the boat-lift and marginal dock pursuant to the provisions of subsection (c) below and the obligations within the First Amended Declaration.
- (c) Except as provided in subsection (d) below, upon expiration of the Dock Permit, the Permit Holder shall be obligated to remove the 14.91' +/- long x 6' +/- wide wood marginal dock and 3.0' wide wide ramp and all appurtenances constructed or utilized by Permit Holder thereto no later than three (3) months after the termination, revocation or expiration of the Dock Permit. The provisions of this subsection shall be a continuing obligation that survives expiration of the Dock Permit.
- (d) In the event the Dock Permit is granted to a successor in interest to this Permit Holder within the time proscribed in subsection (c) above, then the obligation to remove the 14.91' +/- long x 6' +/- wide wood marginal dock and 3.0' wide ramp, Improvements and all appurtenances thereto shall be discharged as to this Permit Holder and a release and discharge of the Declaration shall be executed by the City Manager and recorded by the City in the Public Records of Broward County, Florida, at the expense of this Permit Holder.
- (e) An application for a Dock Permit may be filed by a contract vendee prior to

obtaining fee simple title to the Upland Parcel, provided, however, that the granting of the Dock Permit to the applicant contract vendee shall not be effective until such time as the conveyance of fee simple title to the Upland Parcel has been recorded in the Public Records of Broward County, Florida.

6.
 - (a) As a special condition of the Permit, the Permit Holder is prohibited from erecting any signs, landscaping or fencing the effect of which is to restrict public access to the Public Swale Area except where permitted by Code. The "Dock Area" shall include the 14.91' +/- long x 6' +/- wide wood marginal dock and 3.0' wide access ramp, Improvements and all appurtenances constructed or utilized by Permit Holder. Permit Holder shall post signage within the Dock Area indicating that the Dock Area is private. The Resolution Number under which this Dock Permit is granted shall be posted on the signage.
 - (b) Permit Holder shall be responsible for maintaining Improvements within the "Dock Area." Since mangroves totally populate the "Public Swale Area" and Permit Holder is not the riparian owner under the Act, the Permit Holder shall not be responsible for maintaining or landscaping the "Public Swale Area."
 - (c) Prior to installation of Improvements within the Dock Area, Permit Holder shall secure an Engineering permit and approval for such Improvements within the "Dock Area."
7.
 - (a) All Improvements within the Dock Area shall be constructed in accordance with appropriate permits from all applicable regulatory authorities having subject matter jurisdiction regarding such matters and must be in accordance with City Engineering design standards and all applicable regulatory codes including the City's Unified Land Development Regulations, the Florida Building Code and Broward County Amendments thereto.
 - (b) The marginal dock installed pursuant to the Dock Permit granted herein shall be either (i) floating docks that can adapt to sea level rise over their useful life span, (ii) fixed docks installed at a minimum elevation consistent with the requirements of Section 47-19.3(f) of the ULDR, or (iii) fixed docks the height of which are even with the City's seawall, whichever (ii) or (iii) is greater.
8. The Dock Permit granted herein shall not be assignable without the written approval by Resolution adopted by the City Commission.

9. Permit Holder shall not charge or collect any rent or fees from anyone using such dock constructed on public property.
10. As a special condition, vessels berthed at the permitted dock, pursuant to Code Sec. 8-91(e) are prohibited from extending beyond the maximum distance of 30% of the width of the waterway.
11. Repair and/or maintenance of a vessel moored at this location shall be in compliance with City Code Sec. 8-149.
12. As a special condition of this Dock Permit, in the event Permit Holder is found by the City Commission to have violated any of the conditions of this Resolution or is found by the Code Enforcement Board, Special Magistrate or County Court Judge to have violated any Code sections relative to the use of the Dock Area, marginal dock and access ramp, Improvements and all appurtenances constructed or utilized by Permit Holder, then the Dock Permit granted herein may be repealed or rescinded by the City Commission upon thirty (30) days' advance notice to the Permit Holder.
13. Use of the Dock Area is limited to the docking of a vessel owned by the Permit Holder with a copy of the documentation showing the name and registration number of the vessel provided by the Permit Holder to the Supervisor of Marine Facilities.
14. There shall be no fueling of vessels under this Dock Permit from tank trucks along the adjacent publicly dedicated S.E.2nd Street.
15. The Permit Holder is prohibited from mooring any watercraft or vessel, other than a tender, in such a manner that it is "rafted out" from the vessel owned or operated by the Permit Holder and moored at the dock as authorized under the dock permit.
16. No vessel shall be docked or anchored in such a position that causes it to extend beyond the side property lines for the Upland Property, as extended into the waterway.
- 17.1 As more particularly set forth in Commission Agenda Memo #26-0137 accompanying this Project Site and Dock Permit, the City, but not the Permit Holder, is the riparian owner. Under the Mangrove Trimming and Preservation Act ("Act") it is the City, as riparian owner, that charged with responsibility under the Act with regard to the Project Site's impact on the

mangroves within the Project Site.

- 17.2 Broward County has issued Environmental Resource License DF25-1177 ("ERL") authorizing certain actions of trimming and altering mangroves relative to accommodating this Project Site. Relative to securing ERL DF25-1177 meeting the terms and conditions thereof, the City has and will continue to incur expenses relative to (i) applying for the current ERL and potentially future ERLs and (ii) the trimming and alteration of mangroves under the ERL and compliance with the Act. Permit holder shall be responsible for reimbursing the City within 90 days of receipt of invoice for expenses incurred by the City in compliance with the ERL and Act.
- 17.3 Such reimbursable expenses shall include but not be limited to reimbursement for the fees and expenses incurred (i) in applying for the current ERL, (ii) initial trimming and removal of mangroves, (iii) any future fees incurred in securing a Supplemental ERL in the event future trimming or removal of mangroves is needed, (iv) 8% of the fees incurred relative to the 50 voluntarily planted mangroves that satisfy the alteration/removal of mangrove seedlings as to expenses incurred by the City in filing the annual reports required under the ERL and any required remedial actions, and (v) any other fees or expenses incurred by the City relative to compliance with the Act or the ERL.

SECTION 4. That by acceptance of the benefits of this Resolution, Permit Holder acknowledges that the and Dock Area are part of a publicly dedicated right-of-way for S.E. 2nd Street and that any right, title, interest or claim of use to the Dock Area except to the extent provided herein, is subordinate and inferior to that public dedication until such public dedication is discontinued by law.

SECTION 5. That the City Clerk is hereby directed to provide to the Permit Holder (a) a certified copy of this Resolution together with (b) the original fully executed First Amended Declaration for recording in the Public Records of Broward County, Florida, at Permit Holder's expense in accordance with the provisions of Section 7 hereof.

SECTION 6. That all Resolutions or parts of Resolutions in conflict are hereby repealed.

SECTION 7. That this Resolution shall not be effective until such time as (i) Permit Holder, at Permit Holder's expense, records in the Public Records of Broward County, Florida (a) a certified copy of this Resolution together with (b) the original fully executed Declaration and (ii) a recorded

copy of the Resolution and Declaration are filed with the City's Office of Marine Facilities and the City Clerk within ninety (90) days of the adoption of this Resolution. Failure to meet the conditions of (i) and (ii) above shall cause this Resolution to be of no further force and effect.

ADOPTED this _____ day of _____, 2026.

Mayor
DEAN J. TRANTALIS

ATTEST:

City Clerk
DAVID R. SOLOMAN

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney
SHARI L. McCARTNEY

Dean J. Trantalis _____
John C. Herbst _____
Steven Glassman _____
Pamela Beasley-Pittman _____
Ben Sorensen _____