

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday February 28, 2023

6:30 PM



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

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Chris Vincent
Vice Mayor Edmund Malkoon
Commissioner Buz Oldaker
Commissioner Randy Strauss
Commissioner Theo Pouloupoulos

Regular Town Commission

Tuesday, February 28, 2023, 6:30 PM

Jarvis Hall 4505 N. Ocean Drive

1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION by Pauline Brooks McGuinness representing the Baha'i Faith

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

- 5.a. Ericks Consultants Presentation
[2-28-23 AM Ericks Consultants Presentation.pdf](#)

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

- 7.a. AMR January 2023 Report
[2-28-23 AM AMR Report.pdf](#)
[Ex. 1 AMR January 2023 Report.pdf](#)
- 7.b. BSO January 2023 Report
[2-28-23 AM BSO Report.pdf](#)
[Ex. 1 BSO January Report 2023.pdf](#)
- 7.c. VFD January 2023 Report
[2-28-23 AM VFD January Report.pdf](#)
[Ex. 1 Active Member Roster with EMS.pdf](#)
[Ex. 2 Activity Report.pdf](#)
[Ex. 3 Town Report Overview.pdf](#)

8. TOWN MANAGER REPORT

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

- 10.a. Approval of Minutes
[Approval of Minutes.pdf](#)
[2-2-23 Special Meeting Minutes.pdf](#)

11. CONSENT AGENDA

- 11.a. Special Event Application from the Community Church for Easter Sunrise Service Sunday, April 9, 2023
[2-28-23 AM Easter Sunrise Service.pdf](#)
[Ex. 1 Easter Sunrise Svc SEA.pdf](#)
[Ex. 2 Church Letter.pdf](#)
[Ex. 3 Resolution 2017-41 - Fee Resolution \(Special Events\).pdf](#)
[Ex. 4 LBTS Noise Ordinance Sect. 13-6.pdf](#)
- 11.b. Special Event Application for LBTS VFD Annual Easter Egg Hunt Saturday, April 8, 2023
[2-28-23 AM VFD Easter Egg Hunt.pdf](#)

[**Ex. 1 VFD Easter Egg Hunt 4-8-23 Event Application.pdf**](#)

[**Ex. 2 Special Events Chapter 17.pdf**](#)

11.c. Renewal of Town Contracts

[**2-28-23 AM Annual Contract Renewals.pdf**](#)

12. OLD BUSINESS

13. NEW BUSINESS

13.a. Application for Relief of Code Compliance Lien at 1500 South Ocean Boulevard, Unit 1608 (Leisure Towers Condominium)

[**2-28-23 AM Case 21100009 Code Mitigation.pdf**](#)

[**Ex. 1- 11-15-22 App for Mitigation of Fines 21100009 1500 S Ocean 1608.pdf**](#)

13.b. Resolution 2023-14 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING ADDENDUM NUMBER 2 OF THE SANITARY SEWER AGREEMENT WITH THE CITY OF POMPANO BEACH; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

[**2-28-23 AM Palm Club Turn Over.pdf**](#)

[**Ex. 1 Final Completion Letter.pdf**](#)

[**Ex. 2 Addendum No. 2 re Sanitary Sewer Agreement With Pompano Beach**](#)

[**1.19.23.pdf**](#)

[**Ex. 3 City of Pompano Beach 2005 Agreement.pdf**](#)

[**Ex. 4 City of Pompano Beach 2007 Wastewater Service Agreement.pdf**](#)

[**Ex. 5 Reso 2023-14 Transfer of Ownership of Palm Club Sanitary Sewer System.pdf**](#)

13.c. Community Shuttle Partnership with Broward County Transit

[**2-28-23 AM Community Shuttle Program - Pelican Hopper.pdf**](#)

[**Ex. 1 BC Community Shuttle ILA One Year Extension.pdf**](#)

13.d. Resolution 2023-12: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE THREE CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL; AUTHORIZING EXECUTION OF THE 2023 AMENDMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. and Resolution 2023-13: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL ONE-CENT LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL; AUTHORIZING EXECUTION OF THE 2023 AMENDMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

[**2-28-23 AM Local Gas Tax.pdf**](#)

[**Ex. 1 Gas Tax Renewal Memo to Cities 3 Cent 5th Cent.pdf**](#)

[**Ex. 2 Local Option Gas Tax Administrative Update.pdf**](#)

[**Ex. 3 Three-Cent Local Option Gas Tax ILA_Lauderdale-by-the-Sea.pdf**](#)

[**Ex. 4 Fifth Cent Local Option Gas Tax ILA_Lauderdale-by-the-Sea.pdf**](#)

[**Ex. 5 Resolutionm 2023-12 3 Cent Gas Tax 2023.pdf**](#)

[**Ex. 6 Resolutionm 2023-13 5 Cent Gas Tax 2023.pdf**](#)

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

- 16.a.** Ordinance 2023-01 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE I "IN GENERAL," SECTION 2-1, "LOBBYIST REGULATIONS" TO REFLECT CHANGES IN COUNTY REGULATIONS RE REPORTING CONTACTS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

[2-28-23 AM Ordinance 2023-01 Lobbyist Regulations.pdf](#)

[Ex. 1 Ordinance 2023-01 Lobbying Regulations Code Amendment Ordinance.pdf](#)

17. RESOLUTIONS â€“ PUBLIC COMMENTS

18. QUASI JUDICIAL PUBLIC HEARINGS

- 18.a.** Site Plan Modification (2022-L2-SPM-02), Conditional Use (2022-CU-01), and Flex Unit Allocation (2022-FXU-01) requests for the proposed mixed-use development, including two second-floor dwelling units within the B-1 Zoning District for property located at 233 E Commercial Boulevard.

[2-28-23 AM 233 Commercial Blvd- Conditional Use Flex Use And SPM.pdf](#)

[Ex. 1 Applications, Plans and Narrative.pdf](#)

[Ex. 2 Planning and Zoning Board Staff Report.pdf](#)

[Ex. 3 Citizen Participation Mtg Summary 11-28-22.pdf](#)

[Ex. 4 Development Order 233 Commercial.pdf](#)

19. 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.



Agenda Item No: 5.a

Town Commission Agenda Item Report

Meeting Date: February 28, 2023

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: Presentations

Subject Title: Ericks Consultants

Explanation: A representative from Ericks Consultants will give an update on the Current Session.



Agenda Item No: 7.a

Town Commission Agenda Item Report

Meeting Date: February 28, 2023

Submitted By: Brooke Liddle, AMR

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: AMR January 2023 Report

Recommendation: Accept/Approve

Attachments: Ex.1 AMR January 2023 Report

Response Date	Address	Dispatched	Enroute	On Scene	Response Time
1/1/2023	1800 BLK S Ocean Blvd	09:58:53	09:59:40	10:02:34	00:03:41
1/1/2023	5100 BLK N Ocean Blvd	15:26:23	15:28:09	15:30:28	00:04:05
1/2/2023	4300 BLK El Mar Dr	05:36:24	05:37:04	05:39:55	00:03:31
1/3/2023	200 BLK Bombay Ave	03:56:30	03:57:11	04:01:35	00:05:05
1/3/2023	4600 BLK N Ocean Dr	05:18:33	05:20:34	05:20:55	00:02:22
1/3/2023	El Mar Dr / El Prado Ave	13:17:31	13:20:10	13:20:12	00:02:41
1/3/2023	4500 BLK El Mar Dr	14:03:31	14:03:51	14:04:08	00:00:37
1/3/2023	3900 BLK N Ocean Dr	16:38:40	16:39:02	16:41:41	00:03:01
1/3/2023	4600 BLK N Ocean Dr	18:10:50	18:11:52	18:13:22	00:02:32
1/5/2023	4300 BLK Seagrape Dr	12:06:16	12:09:46	12:09:47	00:03:31
1/5/2023	100 BLK Commercial Blvd	15:10:58	15:11:02	15:13:11	00:02:13
1/5/2023	4500 BLK N Ocean Dr	16:17:24	16:17:37	16:20:01	00:02:37
1/6/2023	1400 BLK S Ocean Blvd	03:35:12	03:35:24	03:40:11	00:04:59
1/6/2023	1500 BLK S Ocean Blvd	15:19:14	15:20:13	15:22:10	00:02:56
1/6/2023	4000 BLK N Ocean Dr	16:16:48	16:18:04	16:18:47	00:01:59
1/6/2023	5200 BLK N Ocean Blvd	21:23:35	21:25:25	21:27:53	00:04:18
1/7/2023	1400 BLK S Ocean Blvd	04:49:47	04:50:31	04:55:29	00:05:42
1/7/2023	4400 BLK El Mar Dr	05:59:38	06:01:43	06:03:07	00:03:29
1/7/2023	5000 BLK N Ocean Blvd	07:53:38	07:54:50	07:55:01	00:01:23
1/7/2023	1900 BLK S Ocean Blvd	08:18:11	08:23:19	08:23:21	00:05:10
1/7/2023	4500 BLK N Ocean Dr	09:49:30	09:50:02	09:50:59	00:01:29
1/7/2023	N Ocean Dr / Commercial Blvd	13:09:45	13:10:33	13:13:28	00:03:43
1/7/2023	Commercial Blvd / E Tradewinds Ave	14:09:58	14:11:35	14:13:31	00:03:33
1/8/2023	El Mar Dr / El Prado Ave	12:19:58	12:21:31	12:24:35	00:04:37
1/8/2023	4600 BLK Poinciana St	13:13:15	13:14:30	13:16:16	00:03:01
1/8/2023	4500 BLK N Ocean Dr	15:03:11	15:03:28	15:03:30	00:00:19
1/9/2023	4000 BLK N Ocean Dr	04:19:24	04:19:39	04:22:29	00:03:05
1/9/2023	100 BLK Commercial Blvd	11:34:01	11:36:01	11:37:27	00:03:26
1/9/2023	N Ocean Dr / Imperial Ln	13:03:09	13:03:29	13:08:16	00:05:07
1/9/2023	6000 BLK N Ocean Blvd	13:06:07	13:06:50	13:10:16	00:04:09
1/9/2023	1700 BLK S Ocean Blvd	22:19:21	22:21:08	22:23:27	00:04:06
1/10/2023	4100 BLK Seagrape Dr	12:37:52	12:38:30	12:40:59	00:03:07
1/10/2023	5000 BLK N Ocean Blvd	17:01:09	17:03:05	17:04:38	00:03:29
1/10/2023	Bougainvilla Dr / Pine Ave	22:51:00	22:53:08	22:54:02	00:03:02
1/11/2023	4600 BLK N Ocean Dr	02:16:50	02:20:21	02:21:14	00:04:24
1/11/2023	1400 BLK S Ocean Blvd	17:54:58	17:55:21	17:59:49	00:04:51
1/12/2023	Commercial Blvd / Sea Grape Dr	02:15:38	02:15:52	02:20:32	00:04:54
1/12/2023	4000 BLK N Ocean Dr	10:25:57	10:27:31	10:29:36	00:03:39
1/12/2023	Commercial Blvd / N Ocean Dr	11:07:11	11:08:05	11:09:52	00:02:41
1/12/2023	4100 BLK N Ocean Dr	13:48:59	13:50:44	13:52:30	00:03:31
1/13/2023	5100 BLK N Ocean Blvd	03:50:17	03:51:05	03:55:23	00:05:06
1/13/2023	5100 BLK S Ocean Blvd	08:25:31	08:26:23	08:29:34	00:04:03
1/13/2023	1900 BLK Sailfish Pl	16:08:04	16:09:16	16:13:15	00:05:11
1/13/2023	200 BLK Hibiscus Ave	17:08:59	17:12:08	17:12:11	00:03:12
1/14/2023	Commercial Blvd / N Ocean Dr	07:18:11	07:19:06	07:21:55	00:03:44
1/14/2023	1900 BLK E Terra Mar Dr	12:28:10	12:28:48	12:31:21	00:03:11
1/14/2023	3900 BLK N Ocean Dr	12:43:12	12:47:26	12:47:31	00:04:19
1/14/2023	1400 BLK S Ocean Blvd	15:30:07	15:30:27	15:34:21	00:04:14
1/14/2023	200 BLK Commercial Blvd	16:27:19	16:27:58	16:30:25	00:03:06

1/14/2023	4600 BLK El Mar Dr	16:37:39	16:38:16	16:43:53	00:06:14
1/15/2023	4100 BLK El Mar Dr	07:31:20	07:33:01	07:36:50	00:05:30
1/15/2023	100 BLK Commercial Blvd	13:50:37	13:52:35	13:54:15	00:03:38
1/15/2023	200 BLK Codrington Dr	21:07:11	21:10:07	21:12:19	00:05:08
1/16/2023	4600 BLK El Mar Dr	08:19:53	08:20:18	08:21:45	00:01:52
1/16/2023	Bombay Ave / E Tradewinds Ave	11:02:05	11:03:26	11:08:02	00:05:57
1/17/2023	1600 BLK Blue Water Ter N	00:20:08	00:24:26	00:27:02	00:06:54
1/17/2023	4000 BLK N Ocean Dr	01:42:03	01:45:28	01:45:47	00:03:44
1/17/2023	1400 BLK S Ocean Blvd	10:26:51	10:27:38	10:31:32	00:04:41
1/17/2023	Commercial Blvd / W Trade Winds	14:06:33	14:07:43	14:09:42	00:03:09
1/18/2023	5000 N Ocean Blvd	04:33:16	04:34:19	04:39:07	00:05:51
1/18/2023	1900 BLK S Ocean Blvd	10:01:26	10:01:37	10:04:28	00:03:02
1/18/2023	100 BLK Commercial Blvd	15:49:48	15:50:59	15:52:36	00:02:48
1/19/2023	100 BLK Commercial Blvd	00:34:37	00:35:33	00:38:10	00:03:33
1/19/2023	4400 BLK W Trade Winds	09:40:48	09:41:30	09:45:04	00:04:16
1/19/2023	100 BLK Commercial Blvd	19:33:26	19:33:51	19:36:42	00:03:16
1/20/2023	200 BLK Commercial Blvd	11:04:48	11:05:25	11:08:51	00:04:03
1/20/2023	100 BLK Commercial Blvd	13:54:37	13:55:27	13:58:18	00:03:41
1/20/2023	5200 BLK N Ocean Blvd	16:30:53	16:31:07	16:33:59	00:03:06
1/20/2023	100 BLK Commercial Blvd	19:56:21	19:56:24	19:59:25	00:03:04
1/20/2023	N Ocean Dr / Commercial Blvd	21:42:30	21:43:09	21:46:15	00:03:45
1/21/2023	1400 BLK S Ocean Blvd	01:03:35	01:03:41	01:09:18	00:05:43
1/21/2023	100 BLK Commercial Blvd	14:42:16	14:46:04	14:46:06	00:03:50
1/21/2023	1600 BLK S Ocean Blvd	18:30:35	18:30:52	18:34:07	00:03:32
1/22/2023	4500 BLK El Mar Dr	02:51:01	02:51:50	02:54:47	00:03:46
1/22/2023	4600 BLK Seagrape Dr	13:55:35	13:56:45	13:58:57	00:03:22
1/22/2023	4600 BLK N Ocean Dr	20:05:12	20:08:57	20:08:59	00:03:47
1/22/2023	1500 BLK Bel-Air Ave	22:10:11	22:10:57	22:15:26	00:05:15
1/23/2023	4400 BLK El Mar Dr	03:40:51	03:42:59	03:44:54	00:04:03
1/23/2023	200 BLK Miramar Ave	05:50:54	05:57:22	05:57:31	00:06:37
1/23/2023	200 BLK Neptune Ave	11:38:33	11:38:42	11:41:37	00:03:04
1/23/2023	1500 BLK S Ocean Blvd	13:13:31	13:13:47	13:16:34	00:03:03
1/24/2023	1400 BLK S Ocean Blvd	15:39:21	15:40:11	15:44:20	00:04:59
1/24/2023	5100 N Ocean Blvd	16:57:28	16:59:06	17:00:13	00:02:45
1/24/2023	200 BLK Shore Ct	22:37:27	22:39:13	22:41:06	00:03:39
1/25/2023	4400 BLK Poinciana St	18:56:36	18:58:19	19:00:08	00:03:32
1/25/2023	4300 BLK N Ocean Dr	20:49:49	20:52:26	20:53:07	00:03:18
1/26/2023	4600 BLK N Ocean Dr	06:37:15	06:41:26	06:41:29	00:04:14
1/26/2023	5100 BLK N Ocean Blvd	10:25:08	10:27:20	10:28:32	00:03:24
1/26/2023	5100 BLK N Ocean Blvd	13:22:16	13:23:35	13:25:39	00:03:23
1/26/2023	4200 BLK Bougainvilla Dr	20:24:01	20:25:21	20:28:09	00:04:08
1/27/2023	4600 BLK N Ocean Dr	13:25:55	13:27:12	13:29:29	00:03:34
1/27/2023	1400 BLK S Ocean Blvd	22:21:50	22:22:16	22:27:44	00:05:54
1/28/2023	1800 BLK S Ocean Blvd	08:43:45	08:45:16	08:47:58	00:04:13
1/28/2023	100 BLK Commercial Blvd	11:55:03	11:55:34	11:56:54	00:01:51
1/28/2023	200 BLK Commercial Blvd	16:36:55	16:39:52	16:39:56	00:03:01
1/28/2023	4400 BLK N Ocean Dr	22:54:53	22:56:25	22:58:43	00:03:50
1/29/2023	5400 BLK N Ocean Blvd	10:19:22	10:19:50	10:22:50	00:03:28
1/29/2023	5200 BLK N Ocean Blvd	10:54:04	10:54:33	10:56:02	00:01:58
1/29/2023	1900 BLK S Ocean Blvd	23:26:26	23:26:34	23:31:42	00:05:16
1/30/2023	4300 BLK N Ocean Dr	06:15:07	06:16:08	06:19:06	00:03:59

1/30/2023	1500 BLK S Ocean Blvd	07:35:07	07:38:45	07:40:26	00:05:19
1/30/2023	4600 BLK El Mar Dr	09:44:18	09:46:45	09:46:48	00:02:30
1/31/2023	4300 BLK El Mar Dr	01:55:54	01:56:03	01:59:19	00:03:25
1/31/2023	4000 BLK N Ocean Dr	09:42:35	09:44:01	09:45:59	00:03:24
	6 Min or less = 98%		Average =		0:03:45



Agenda Item No: 7.b

Town Commission Agenda Item Report

Meeting Date: February 28, 2023

Submitted By: Captain Tom Palmer, BSO

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO January 2023 Report

Recommendation: Accept/Approve

Attachments: Ex.1 BSO January 2023 Report



Date: February 17, 2023

To: Linda Connors
Town Manager

From: Captain Thomas Palmer 
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- January 2023

PERSONNEL CHANGES:

Sergeant Peter LaGana retired after nearly 36 years of law enforcement service.

Deputy Alain Dubreuil retired after 15 years of service.

EMPLOYEE OF THE MONTH: Deputy Rene Suarez

On January 8, deputies were dispatched to the Walgreens in reference to a retail theft that had just occurred. Upon arrival, Deputy Suarez reviewed the surveillance footage and recognized the subject that he had seen earlier in the day while he was conducting patrol. Deputy Suarez then conducted an area check for the subject and located the subject wearing the same clothing with a handbag around his neck at N Ocean Dr and Hibiscus Av. A "show-up" was conducted and the suspect was positively identified by the store manager. An NCIC/FCIC records check revealed two (2) prior convictions for Petit Theft, and the suspect was currently on inmate release status. The suspect was placed into custody and during a search incident to arrest, revealed that the suspect had loose Alprazolam (aka Xanax) pills without a prescription. He also had a clear vial containing what appeared to be Methamphetamine. The suspected Methamphetamine was field tested with positive results. The total weight was approximately 1.3 grams. During an area canvas, Deputy Pitulan located the stolen property that was inventoried and returned to Walgreens. The arrestee was transported to the BSO Main Jail. The suspect remains in custody as of the date of this report.

Due to Deputy Suarez' tenacity, attention to detail and dedication a wanted felony suspect was successfully located and apprehended. It is my pleasure to honor Deputy Rene Suarez with Deputy of the Month for January 2023.

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 on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program. **The Broward Sheriff Office hosted a Shred-A-Thon on Saturday, January 14, 2023, at Assumption Catholic Church. Over 200 vehicles, and over 5600 pounds of documents were shredded on site.**
- **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 allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **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 assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with 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 mode of patrol allows the deputies to interact one-on-one with

our residents and visitors. The patrol bicycles were utilized for a total of 12 hours this month.

- **All-Terrain Vehicle Patrol:** The ATV / 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 is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 273 miles and 37 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 are otherwise experiencing mental health crises or are homeless and in need of services. Two (2) individuals required and were provided mental health services. Five (5) individuals experiencing homelessness were contacted during the month. One was assisted and reunited with his family in New York. The remaining individuals experiencing homelessness refused services.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to 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 internet 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 allows the district to alert residents about any traffic problems and other important public safety issues impacting 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 Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us @BSOLBTS.

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

BSO Shred-A-Thon/Operation Medicine Cabinet: The Broward Sheriff's Office Lauderdale by the Sea District hosted a Shred A Thon and Operation Medicine Cabinet at Assumption Catholic Church. Over 200 vehicles dropped off over 5600 pounds of material that was shredded on site to prevent identity theft. Additionally, 88 gift cards were issued to individuals who turned in unwanted or expired prescription medication.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2301-0000237
DATE/TIME: 01/08/2023 @ 2042 hrs
LOCATION: 4319 N Ocean Dr
SUSPECT: Jason Rattner (W/M, DOB: 7/12/1990)
INCIDENT: Theft/Possession of Methamphetamine/Possession of Alprazolam
SUMMARY: Deputy responded to Walgreens in reference to a retail theft that had just occurred. Upon arrival, deputies met with the store manager who stated that a white male, wearing black pants and white t-shirt had stolen several items from the store. Deputies observed the surveillance video of the white male who was wearing a handbag around his neck, white t-shirt and black pants. Deputy Suarez while on patrol had seen a white male matching the description at the corner of N Ocean Dr/Hibiscus Av prior to the incident. Deputy Suarez conducted an area check for the subject and located the subject wearing the same clothing with a handbag around his neck at N Ocean Dr and Hibiscus Av at approximately 2103 hrs. A show-up was conducted and the suspect was positively identified by the store manager. An NCIC/FCIC records check revealed two (2) prior convictions for Petit Theft, one on May 12, 2020 and one on July 28, 2022. The suspect is currently on inmate release status. Search incident to arrest of the suspect revealed that the suspect had loose Xanax pills without a prescription. He also had a clear vial containing what appeared to be Methamphetamine. The suspected Methamphetamine was field tested with positive results. The total weight was approximately 1.3 grams. During an area canvas, Deputy Pitulan located the stolen property that was inventoried and returned to Walgreens. The arrestee was transported to the BSO Main Jail.

CASE: 13-2301-000407
DATE/TIME: 01/14/2023 1930 hrs.
LOCATION: 4353 N Ocean Dr.
SUSPECT: Yasset H. Alza-Calvo (W/H/M DOB 12/12/1991)
INCIDENT: Traffic Arrest
SUMMARY: Above arrestee was observed driving erratically by Reserve Deputy Juan Alloa CCN 14262. Defendant pulled inside the gas station where we made contact. Further investigation revealed that the suspect does not have a valid Florida DL. Alza-Calvo was arrested and transported to BSO Main Jail. Vehicle was towed to Sal's Towing.

CASE: 13-2301-000547 (Deputy Goodwin)
DATE/TIME: 1/19/2023 @ 1315 hrs
LOCATION: 14 Commercial Blvd.
ARRESTEE: Rodney Pedersen (W/M DOB 08/15/60)
INCIDENT: Arrest Disorderly Intoxication
SUMMARY: Responded to Mulligan's restaurant reference an intoxicated subject who had been sleeping at an outside tabletop for approximately two hours and who would not leave. Upon arrival deputies made contact with Pedersen who was asked to leave multiple times. Pedersen became uncooperative, and belligerent, yelling obscenities at deputies and nearby patrons. Pedersen stood up and walked away staggering. Pedersen walked into Harat's by the Sea restaurant and began yelling obscenities at deputies and patrons. Pedersen appeared to be a danger to himself and others by his actions and caused a public disturbance. Pedersen was transported to BSO Main jail without incident.

On 01/19/23, at approximately 0937 hrs., Pedersen was encountered as he staggered walking westbound on Commercial Blvd stumbling and holding onto street signs and trees. Pedersen was uncooperative. AMR transported Pedersen to IPH for treatment. On 01/18/23, Pedersen had been transported to the Hospital reference intoxication, from 1 Commercial Blvd, (case 13-2301-000514).

CASE: 13-2301-000561
DATE/TIME: 01/19/23 @ 2230hrs
LOCATION: 4353 N. Ocean Dr
ARRESTEE: Felicia Hallmon (B/F DOB 6/14/87)
INCIDENT: Warrant Arrest
SUMMARY: Sgt. Nicoletti, while on foot patrol, located 2 juveniles attempting to sell candy inside Taco Craft at the bar. Sgt. Nicoletti escorted the children back to their parents (parked in a vehicle at Burger-Fi with four other children in the truck). Routine records check of the adults showed the female had an Active Warrant in the system for Probation Violation. The male did not have a valid driver's license from any state and there was a Seize Tag Order for the truck if the female was the driver (she was). Tag was seized, vehicle towed, female transported to the Main Jail, children turned over to the male who called for a ride from a friend who arrived while we were still processing the vehicle. It should be noted that the female half has been arrested in the past for Child Neglect and Contributing to the Delinquency of a Minor. Male half was arrested recently for Aggravated Assault with a Weapon

CASE: 13-2301-000526
DATE/TIME: 01/18/2023 @ 2327 hrs
LOCATION: 14 Commercial Blvd
SUSPECT: Matthew Bart, (WM DOB: 12/08/1975)
INCIDENT: Theft
SUMMARY: Deputy Almodovar responded to Mulligans reference an adult male who left the restaurant without paying his bill. The suspect was located nearby, where he was positively identified, did not have money to pay his bill, and was arrested. TOT main jail.

CASE: 13-2301-000717
DATE/TIME: 01/25/2023 @ 2039 hrs
LOCATION: 4225 N Ocean Dr
ARRESTEE: Alexis Santana (W/M, DOB: 12/8/1986)
INCIDENT: Domestic Violence Strangulation
SUMMARY: The victim advised that her boyfriend threw her onto their bed and choked her. The suspect was located, arrested and charged with domestic violence strangulation and an active petit theft warrant. He was then transported to the Broward County Sheriff's Office Main Jail.

CASE: 13-2301-000759
DATE/TIME: 1/26/2023 @ 1117 hrs
LOCATION: 3900 N Ocean Drive
SUSPECT: Unknown
INCIDENT: Burglary Conveyance
SUMMARY: On 1/25/23, at 1330 hours, the victim parked his vehicle in his assigned space in the building parking garage. On 1/26/23 he returned to his vehicle, at 1100 hours, and observed the front passenger window smashed out with the glove box wide open. No items or documents were determined to be missing. Although the building has 24-hour security and gated access to the garage, it is unknown how the suspect gained access. The vehicle was processed, and latent fingerprints were recovered. Investigation is ongoing.

CASE: 13-2301-000777
DATE/TIME: 1/27/2023 @ 0611hrs
LOCATION: 4353 N Ocean Dr.
ARRESTEE: Torey Newson (B/M DOB: 3/8/95)
INCIDENT: Disturbance / Warrant
SUMMARY: Deputies responded to the Marathon gas station in reference to a subject bothering customers. Contact was made with the subject just west of the location and a query of the subject revealed an active misdemeanor warrant for failure to appear for a criminal traffic citation. The subject was arrested and transported to the BSO Main Jail without incident.

CASE: 13-2301-000782
DATE/TIME: 1/25/2023 @ 1930 thru 1/26/2023 @ 1200hrs
LOCATION: 4512 Bougainvillea Dr.
VEHICLE: 2012 blue Acura MDX FL Tag 12JSX
INCIDENT: Burglary Conveyance (**UNLOCKED**)
SUMMARY: Deputy responded to above location in reference to a delayed conveyance burglary overnight on 1/25. The victim left her vehicle unlocked and when she returned on 1/26 @ approximately 1200hrs, she noticed her center console was open and her small brown coach wristlet was missing. Inside the wristlet was an old Florida Driver's License, a deactivated Capital One credit card, and two prescription medication bottles, one half full bottle of Alprazolam and one-half full bottle of Dextroamphetamine. The victim did not want law enforcement to process the vehicle for fingerprints. Investigation is ongoing.

CASE: 13-2301-000852
DATE/TIME: 01/29/2023 @ 0900 hrs thru 01/30/2023 @ 0830 hrs
LOCATION: 1481 S Ocean Blvd
INCIDENT: Theft of Auto Parts
SUMMARY: Deputies responded to above location ref an unknown suspect removed the victim's catalytic converter from underneath the victim's gray 2020 Toyota Tacoma. Investigation is ongoing.

CASE: 13-2301-000496
DATE/TIME: 01/30/23 between 1700-1830 HRS
LOCATION: 4244 EL Mar Drive
INCIDENT: Petit Theft
SUMMARY: Deputy Almodovar responded to the above location in reference to a delayed theft. Investigation revealed that the victim left his scuba tanks in the sand and went for a walk. When he returned, they were missing. Investigation is ongoing.

CASE: 13-2302-000013
DATE/TIME: 1/29/2023 @ 1300 hrs thru 1/30/2023 @ 0900hrs
LOCATION: 1900 S Ocean Blvd
VEHICLE: 2016 Grey Toyota Tundra
INCIDENT: Theft of Auto Parts
SUMMARY: Between 01/29/2023 1300 hours & 1/30/2023 0900 hours an unknown subject removed the catalytic converter from the victim's vehicle. Investigation is ongoing.

MONTHLY ARREST LOGS:

M Domestic Battery by Strangulation	4245	N Ocean Dr
M Battery-Simple/Touch or Strike	210	Commercial Blvd
M Disorderly Intoxication	14	Commercial Blvd
M Petit Theft 2nd Degree, 3rd or Subsequent Offense	4321	N Ocean Dr
M Petit Theft 2nd Degree, 3rd or Subsequent Offense	4319	N Ocean Dr
M Operate Motor Vehicle W/O Valid License	4353	N Ocean Dr
M Resist Officer-Obstruction W/O Violence	14	Commercial Blvd
M Battery-Domestic Violence	4511	El Mar Dr
F Warrant-Contributing to Delinquency of a Minor	4353	N Ocean Dr
M Battery- Domestic Violence/Warrant-Drive While Lic Suspended	4353	N Ocean Dr

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2022 YTD	2023 YTD
AUTO THEFT	0	1	1	0
BURGLARY-BUSINESS	0	0	0	0
BURGLARY-CONVEYANCE	2	0	0	2
BURGLARY-RESIDENCE	0	2	2	0
BURGLARY-STRUCTURE	0	1	0	0
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	0	0	0
HOMICIDE	0	0	0	0
ROBBERY	0	0	0	0
THEFT-GRAND	3	7	4	3
THEFT-PETIT	2	3	4	2
TOTALS	7	14	11	7

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	30
COP Hours Worked - Month	191
COP Patrol Miles - Month	334
COP Hours Worked - YTD	191
COP Patrol Miles - YTD	334

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

COP Beach Patrol Hours – Month	26.5
COP Beach Patrol Hours - YTD	26.5

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	2023 YTD
Reserve Deputy - Days Worked	7	7
Reserve Deputy - Hours Worked	51.5	51.5

MONTHLY STAFFING AND STATISTICAL REPORT:

The January 2023 Monthly Staffing and Statistical Report is attached.



Lauderdale by the Sea

Monthly Activity

January 2023

Reports/Calls	
Miscellaneous Service	
Event Reports	35
Accidents	9
Calls for Service	896

Traffic	
Types of Citation	
Non-Moving / Moving Citation	119
Parking	0
Warnings	123
Total Citations	242

Arrests	
Type of Arrest	
Felony	2
Misdemeanor	4
NTA	0
Warrant	2
DUI	0
NIC (Felony)	1
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	1
Total Arrests	10

Time Worked	
Hours Worked	
Bike Patrol	16.75
Court Overtime	9
Training	138
Detached	12
Other Overtime	22
Days Worked	31

General	
FI	22
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative	
ATV/UTV: 251.2 Miles / 28.5 Hours Reserve Deputies worked 7 shifts (51.5 hrs)	



**MONTHLY STAFFING AND STATISTICAL REPORT
LAUDERDALE-BY-THE-SEA DISTRICT
January 31, 2023**

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	4	3	1
Deputy Sheriff	19	18	1
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	28	26	2

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Sgt. Peter LaGana	9411	Retired	Retired after nearly 36 Years of Service
Deputy Alain Dubreuil	15658	Retired	Retired after 15 Years of Service

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
Deputy Michael Kratz	11289	County Wide	Homeless Point Time Count	12
			TOTAL	12



Agenda Item No: 7.c

Town Commission Agenda Item Report

Meeting Date: February 28, 2023

Submitted By: Chief Judson Hopping, VFD

Submitting Department: Public Safety

Item Type: Report

Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: VFD January 2023 Report

Recommendation: Accept/Approve

Attachments: Ex.1 Active Member Roster with EMS
Ex. 2 Activity Report
Ex. 3 Town Report Overview

LBTS Volunteer Fire Department - January 2023, Active Roster

Last Name	First Name	LBTS FF No.	Membership	*Town Resident	Rank	Fire Certifications	EMS Certification	MTD Calls	YTD Calls
Arellana	Brandy	176968	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	20
Benrubi	Aaron	173349	Associate Member		Driver Engineer	Firefighter II	Paramedic (FL)	2	7
Bitar	Kalyne	181635	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	7	22
Carlton	Ryan	186384	Associate Member		Lieutenant	Firefighter II	EMT-B (FL)	19	51
Cowles	James	186248	Regular Member	*	Firefighter	Firefighter I	CPR for healthcare provider	41	135
Crow	Mark	203062	Regular Member	*	Trainee	Trainee	CPR for healthcare provider	0	0
Douglas	Jason	119774	Regular Member	*	Driver Engineer	Firefighter II-D/E	Paramedic (FL)	8	47
Edouard	Myriam		Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	0	0
Ferreria	Paul	183881	Regular Member	*	Firefighter	Firefighter II	EMT-B (FL)	41	136
Hernandez	Andy	189053	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	9	20
Hernandez	Rosa	190618	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	10	28
Hopping	Judson	054	Regular Member		Fire Chief	Firefighter II - D/E - Officer I	EMT-B (FL)	13	54
Horan	Sean	177190	Regular Member		Driver Engineer	Firefighter II - D/E	CPR for healthcare provider	8	13
Johnson	Scott	33472	Regular Member		Driver Engineer	Firefighter II-D/E-Officer I	Paramedic (FL)	38	115
Kane	Mark	155	Associate Member		Captain	Firefighter II-D/E - Officer I	EMT-B (FL)	10	36
Kurjiaka	Alex	185148	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	3	19
Louvaris	John	078	Regular Member		Deputy Chief	Firefighter II-D/E - Officer II	CPR for healthcare provider	41	156
Maggard	Dylan	165765	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	6	26
Mangin	Andrew	735	Associate Member		Driver Engineer	Firefighter II - D/E	Paramedic (FL)	7	19
Moreno	Logan	197431	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	3	17
Nemia	John	190426	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	21
Neves	Lucas	183412	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	7	22
Paine	Riley	704	Regular Member		Battalion Chief	Firefighter II-D/E - Officer II	Paramedic (FL)	27	90
Paine	Stephen	140	Regular Member		Fire Marshal	Firefighter II	CPR for healthcare provider	18	64
Piper	Kyle	184815	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	7	19
Ritchey	Dylan	160895	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	1	18
Salzman	Samuel	185009	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	4	19
Samler, Jr.	Thomas	187730	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	18
Selesky	Julie	190910	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	6	28
Silverstone	James	025	Regular Member	*	Driver Engineer	Firefighter II	CPR for healthcare provider	7	23
Smith	Christopher	198363	Associate Member		Firefighter	Firefighter II	CPR for healthcare provider	2	13
Sykes	J'Miah	184403	Associate Member		Firefighter	Firefighter II	Paramedic (FL)	5	10
Wieske	Julia	186046	Associate Member		Firefighter	Firefighter II	EMT-B (FL)	5	16

Monthly Activity Report - January 2023

Date	Fire/Rescue Calls	Event Description	Start Time	End Time	No. of FF
02-Jan-23	106 Commercial Blvd.	Fire alarm	12:58:00 AM	1:06:00 AM	3
03-Jan-23	4510 El Mar Drive	Fire alarm	2:01:00 PM	2:43:00 PM	7
03-Jan-23	228 Hibiscus Avenue	Fire alarm	8:36:00 PM	8:55:00 PM	7
03-Jan-23	228 Hibiscus Avenue	Fire alarm	9:09:00 PM	9:46:00 PM	6
04-Jan-23	113 Washingtonia Avenue	Other fire - service call	4:36:00 AM	4:42:00 AM	3
05-Jan-23	Seagrape Dr/Basin Drive	Strange odor/Hazmat	11:54:00 AM	3:42:00 PM	8
05-Jan-23	2000 South Ocean BLVD	Elevator rescue	8:36:00 PM	8:59:00 PM	6
07-Jan-23	257 Allenwood Drive	Fire alarm	2:40:00 AM	2:48:00 AM	4
07-Jan-23	4548 N. Ocean Drive	Water craft marine accident - wrong zone	9:47:00 AM	10:32:00 AM	7
07-Jan-23	4540 North Ocean Drive	Elevator rescue	11:06:00 AM	11:16:00 AM	7
07-Jan-23	N.Ocean Dr./Commercial	Motor vehicle accident	1:08:00 PM	1:54:00 PM	8
07-Jan-23	Commercial & Tradewinds	Traffic accident - unfounded	2:02:00 PM	2:15:00 PM	9
09-Jan-23	266 N. Tradewinds Ave	Other fire - welfare check	1:48:00 AM	2:57:00 AM	4
10-Jan-23	238 Hibiscus Avenue	Fire alarm	4:52:00 AM	5:09:00 AM	5
10-Jan-23	238 Hibiscus Avenue	Fire alarm	5:16:00 AM	5:25:00 AM	5
10-Jan-23	4405 North Ocean Drive	Fire alarm	11:00:00 AM	11:02:00 AM	9
10-Jan-23	4405 North Ocean Drive	Hazard conditions	11:50:00 AM	12:12:00 PM	7
10-Jan-23	4341 Bougainvilla Drive	Other fire - service call	5:03:00 PM	5:21:00 PM	7
10-Jan-23	Bougainvilla Drive	Accident w/Injuries	10:50:00 PM	12:22:00 AM	8
11-Jan-23	4316 El Mar Drive	Fire alarm	12:13:00 PM	12:27:00 PM	8
11-Jan-23	4331 W. Tradewinds Ave.	Fire alarm	1:11:00 PM	1:19:00 PM	6
11-Jan-23	1430 South Ocean Blvd.	Fire alarm	1:48:00 PM	2:03:00 PM	7
13-Jan-23	2048 Tropic	Fire alarm	3:55:00 PM	4:07:00 PM	8
13-Jan-23	1 Commercial Blvd.	Other fire - OR212 assisted pt out of water	9:32:00 PM	10:14:00 PM	4
14-Jan-23	N. Ocean/Commercial Blvd	Accident w/Injuries	7:17:00 AM	8:05:00 AM	7

14-Jan-23	4900 North Ocean blvd.	Elevator rescue	10:55:00 AM	11:07:00 AM	6
16-Jan-23	4660 El Mar Drive	Other fire - pt passed out in running vehicle	8:18:00 AM	8:34:00 AM	6
16-Jan-23	4320 El Mar Drive	Fire alarm	9:59:00 AM	10:09:00 AM	8
16-Jan-23	Bombay Ave/E. Tradewinds	Electrical/Utility fire	11:01:00 AM	11:54:00 AM	6
16-Jan-23	106 Commercial Blvd	Fire alarm	8:14:00 PM	8:23:00 PM	8
16-Jan-23	1500 South Ocean Blvd.	Fire alarm	8:30:00 PM	9:02:00 PM	8
17-Jan-23	4600 Seagrape Drive	Fire alarm	1:44:00 PM		6
17-Jan-23	Commercial/W. Tradewinds	Accident w/Injuries	2:06:00 PM	2:12:00 PM	8
19-Jan-23	106 Commercial Blvd.	Fire alarm	5:45:00 PM	5:51:00 PM	11
20-Jan-23	258 Bombay Avenue	Fire alarm	8:21:00 AM	8:25:00 AM	7
20-Jan-23	1 Commercial Blvd	Drowning	7:55:00 PM	8:30:00 PM	7
24-Jan-23	Terra Mar & S. Ocean	Fire alarm	6:24:00 PM	6:36:00 PM	7
25-Jan-23	2000 South Ocean Blvd.	Elevator rescue	9:53:00 PM	10:06:00 PM	8
28-Jan-23	N. Ocean Dr./Commercial	MVA w/Injuries	4:33:00 PM	4:39:00 PM	7
30-Jan-23	1431 South Ocean Blvd.	Fire alarm	2:11:00 PM	2:25:00 PM	7
30-Jan-23	2000 South Ocean Blvd.	Elevator rescue	10:14:00 PM	10:40:00 PM	6
31-Jan-23	4300 North Ocean Drive	Accident w/Injuries	8:46:00 AM	8:47:00 AM	5
31-Jan-23	1430 South Ocean Blvd.	Fire alarm	10:56:00 AM	11:30:00 AM	7
			Total Calls	43	
Date	First Responder	Event Description	Start Time	End Time	No. of FF
02-Jan-23	Bougainvilla Drive	medical, lift assist only, no medical	9:51:00 AM	10:02:00 AM	5
03-Jan-23	El Mar Drive	medical, OR212 jellyfish sting	1:17:00 PM	1:29:00 PM	4
07-Jan-23	North Ocean Drive	medical, lift assist only, no medical	12:33:00 PM	12:43:00 PM	6
08-Jan-23	El Prado Park	medical, jellyfish sting	12:19:00 PM	12:30:00 PM	4
08-Jan-23	El Mar Dr. beach side	medical, OR312 responded - no medical	3:01:00 PM	3:09:00 PM	7
09-Jan-23	Commercial Blvd.	medical, E12 cleared	11:33:00 AM	11:54:00 AM	7
13-Jan-23	Sailfish Place	medical, provided care until M12 arrival	4:09:00 PM	4:55:00 PM	8
14-Jan-23	El Mar Drive	medical, E12 assisted M12	4:37:00 PM	5:25:00 PM	3

25-Jan-23	Bougainvilla Drive	medical, walk-up B12 paged M12	9:43:00 AM	10:03:00 AM	6
25-Jan-23	Poinciana Street	medical, E12 assisted M12 for transport	6:56:00 PM	7:35:00 PM	6
26-Jan-23	Bougainvilla	medical, E12 canceled upon arrival	8:25:00 PM	8:30:00 PM	6
29-Jan-23	South Ocean Blvd.	medical, lift assist only, no medical	8:19:00 AM	8:23:00 AM	8
29-Jan-23	North Ocean Blvd.	medical, lift assist only, no medical	10:10:00 AM	10:57:00 AM	6
29-Jan-23	North Ocean Blvd.	medical, E12 assisted M212, manpower only	10:54:00 AM	11:39:00 AM	6
30-Jan-23	El Mar Drive	medical, OR212 assisted M12 on beach	9:44:00 AM	10:02:00 AM	5
			Total Calls		15
Date	Public Service	Event Description	Start Time	End Time	No. of FF
06-Jan-23	1 Commercial Blvd./Pier	St. Demetrios Greek Orthodox Church - Epiphany svcs. & diving of the cross off the Anglin's Fishing Pier, hosted by Beachside Café	10:30:00 AM	12:30:00 PM	5
01-Jan-23	Oceanic Avenue	Engine 12 assisted resident in unboxing large tool box in garage	1:00:00 PM	1:30:00 PM	4
30-Jan-23	Station 12	Fire Prevention/Fire Extinguisher training for (19) city employees	10:00:00 AM	11:00:00 AM	4
31-Jan-23	Station 12	Fire Prevention/Fire Extinguisher training for (19) city employees	1:00:00 PM	2:00:00 PM	4

Date	Drill/Training	Event Description	Start Time	End Time	No. of FF
01-Feb-23	Station 12	In-service training; LBTS FD-IS-JPR-08 extinguishers	8:00:00 AM	9:00:00 AM	3
03-Jan-23	Station 12	Pre-planning fire inspection @Leisure Tower Condo	10:00:00 AM	12:30:00 PM	4
03-Jan-23	Station 12	In-service trng; LBTSFD-IS-JPR-12 radio communications	6:00:00 PM	7:00:00 PM	3
04-Jan-23	1620 South Ocean Blvd.	Pre-planning fire inspection @Ocean Colony Condo	10:00:00 AM	12:30:00 PM	5
04-Jan-23	Station 12	In-service trng; LBTS VFD-1S-JPR-01 power tools, K12 chainsaw & reciprocating saw	5:00:00 PM	6:00:00 PM	4
05-Jan-23	4140 El Mar Drive	Pre-planning fire inspection @Sea Lord Hotel	10:00:00 AM	12:00:00 PM	4

06-Jan-23	Station 12	In-service trng; LBTSFD-IS-JPR-12 radio communications	1:00:00 PM	2:00:00 PM	3
07-Jan-23	Station 12	In-service trng; command/officer training	8:00:00 AM	8:00:00 PM	1
10-Jan-23	4405 North Ocean Drive	Pre-planning fire inspection @7-Six Store	10:00:00 AM	12:30:00 PM	5
10-Jan-23	Station 12	In-service trng.; LBTSFD-IS-JPR-03 hand tools	6:00:00 PM	7:00:00 PM	4
11-Jan-23	4343 North Ocean Drive	Pre-planning fire inspection @Burgerfi	10:00:00 AM	11:00:00 AM	5
12-Jan-23	1700 South Ocean Blvd.	Pre-planning fire inspection @Cristelle Condo	10:00:00 AM	12:00:00 PM	4
12-Jan-23	Station 12	Hydrant, Ropes & knots	6:00:00 PM	10:00:00 PM	4
13-Jan-23	1430 South Ocean Blvd.	Pre-planning fire inspection @Cristelle Cay Condo	10:00:00 AM	12:00:00 PM	4
15-Jan-23	Station 12	In-service trng; LBTS VFD-1S-JPR-01 power tools, K12 chainsaw & reciprocating saw	8:00:00 PM	9:00:00 PM	4
17-Jan-23	1480 South Ocean Blvd.	Pre-planning fire inspection @International Studio	10:00:00 AM	11:30:00 AM	4
17-Jan-23	4900, 5000, & 5100 N.	Radio Test w/ORCAT for BDA	1:00:00 PM	1:40:00 PM	4
17-Jan-23	Station 12	Engine company ops, ladder & hand lines	6:00:00 PM	10:00:00 PM	6
18-Jan-23	4225 El Mar Drive	Pre-planning fire inspection @Bueno Vista	10:00:00 AM	11:30:00 AM	4
18-Jan-23	Station 12	In-service trng; LBTSFD-JPR-05 Lifting Air Bags	4:00:00 PM	5:00:00 PM	2
20-Jan-23	238 Hibiscus	Pre-planning fire inspection @Leisure by the Sea South	10:00:00 AM	11:30:00 AM	5
21-Jan-23	Station 12	In-service trng.; drivers training	10:00:00 AM	12:00:00 PM	2
21-Jan-23	Station 12	In-service trng; LBTSFD-IS-JPR-9 ladders	11:30:00 AM	12:30:00 PM	3
23-Jan-23	Station 12	Engine company ops; ladders, 1 3/4 cross lays, ropes & tools	6:00:00 PM	10:00:00 PM	7
24-Jan-23	2000 South Ocean Blvd.	Pre-planning fire inspection @Royal Coast Condo	10:00:00 AM	12:30:00 PM	5
24-Jan-23	Station 12	In-service training; LBTS FD-IS-JRR-08 extinguishers	4:00:00 PM	5:00:00 PM	4
25-Jan-23	Station 12	In-service training LBTSFD-IS-JPR-23 ATV	8:00:00 AM	9:00:00 AM	4
25-Jan-23	Station 12	In-service training LBTSFD-IS-JPR-24 Jet Ski	9:00:00 AM	10:00:00 AM	4
26-Jan-23	Station 12	Pre-planning fire inspection @Leisure Mar Condo	10:00:00 AM	11:30:00 AM	4
27-Jan-23	1600 South Ocean Blvd.	Pre-planning fire inspection @Aquazul Condo	10:00:00 AM	12:30:00 PM	5
27-Jan-23	Station 12	In-house training; LBTSFD-IS-JPR-08 Extinguishers	2:30:00 PM	3:30:00 PM	4
28-Jan-23	Station 12	In-service trng.; drivers training	10:00:00 AM	12:00:00 PM	2
31-Jan-23	Station 12	EVOC 4 Practical training	6:00:00 PM	10:00:00 PM	5

Date	Ocean Rescue	Event Description	Times
03-Jan-23	Beach	Ocean rescue patrol; 12:50-2p & 4:30-5:30p	2
04-Jan-23	Beach	Ocean rescue patrol; 12:30-1:30p, 3-4p, & 6-6:30p	3
06-Jan-23	Beach	Ocean rescue patrol; 10:30-1p, 2:30-3:30p & 4:30-5:30p	2
07-Jan-23	Beach	Ocean rescue patrol; 10:10-11:05a, 11:30-12:30p, 3-4:45p, & 6-6:45p	3
08-Jan-23	Beach	Ocean rescue patrol; 10:30-11:30a, 12-1p, 2:30-3p, & 4-5p	3
09-Jan-23	Beach	Ocean rescue patrol; 11-12n, & 4-5p	2
10-Jan-23	Beach	Ocean rescue patrol; 12:45-1:20p & 3:50-5p	2
11-Jan-23	Beach	Ocean rescue patrol; 11:30-12:15p, 1-1:15p, 2-2:15p, 3-3:50p, & 4:30-5p	3
12-Jan-23	Beach	Ocean rescue patrol; 12-12:30p, 1:30-2:30p & 4-5p	2
15-Jan-23	Beach	Ocean rescue patrol; 10-11a & 4-5p	2
16-Jan-23	Beach	Ocean rescue patrol; 10-10:30a, 1:30-2:30p & 4:30-5:30p	2
18-Jan-23	Beach	Ocean rescue patrol; 12:10-1:30p & 5-5:30p	2
19-Jan-23	Beach	Ocean rescue patrol; 13:40-2:40p & 3:40-4:10p	2
20-Jan-23	Beach	Ocean rescue patrol; 11:30-12:15p, 12:30-1p & 3-4p Heavy rain & rip current	3
21-Jan-23	Beach	Ocean rescue patrol; 10-11a, 1:20-2:20p & 4:30-5p	2
22-Jan-23	Beach	Ocean rescue patrol; 11-12:30p	2
23-Jan-23	Beach	Ocean rescue patrol; 10-11a, 1:30-2:30p & 4:30-5:30p	2
24-Jan-23	Beach	Ocean rescue patrol; 12:30-1p & 4:30-5p	3
25-Jan-23	Beach	Ocean rescue patrol; 12-1:40p & 3:30-5p	3
26-Jan-23	Beach	Ocean rescue patrol; 11:30-12:15p & 5:30-6p	2
27-Jan-23	Beach	Ocean rescue patrol; 12:30-1:30p & 5:30-6p	2
29-Jan-23	Beach	Ocean rescue patrol; 10-11a & 2-3p	2
31-Jan-23	Beach	Ocean rescue patrol; 10-10:20a & 3-4p	2

*Ocean Rescue patrol consist of checking poles/life rings, educating public on flags, rips currents & any fire related issued near or on the beach.



Town of Lauderdale-By-The-Sea Fire Department Monthly Report January 2023

Overview

During the month of January 2023, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were seventeen annual fire inspections, no re-inspections, and one violation that was addressed.

Responses:

The Volunteer Fire Department responded to 43 fire rescue calls within the limits of our contract.

Emergency 911 Calls

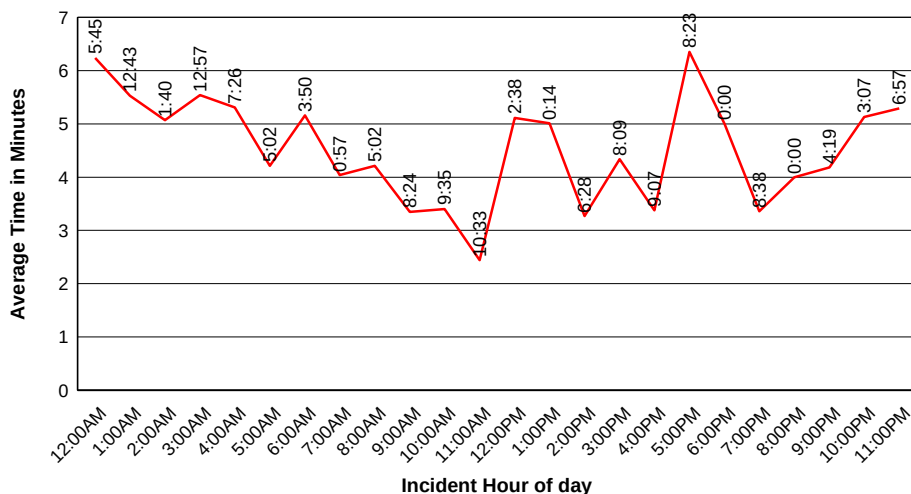
Fire/Rescue	43
EMS	104

- Of the 43 emergency fire calls dispatched, there were 21 fire alarms, 5 elevator rescues, 1 electrical/utility, 2 strange odor/hazmat, 7 vehicle accidents, 1 marine accident, 1 drowning, and 5 “other” fires.
- There were 104 medical 911 calls for January 2023. The department was dispatched to 15 of those calls, of which, 2 were cleared by M12 or the chief on duty. E12/OR212 assisted M12/212 on 9 of those calls and provided 1st responder/BLS care until M12/212’s arrival on 4 of those calls.

Total Number of Incidents - 147 Total

Total Average Response Time - 4:30

Average Response Time / Hour of Day





Town of Lauderdale-By-The-Sea Fire Department Monthly Report January 2023

Training and Staffing:

The Volunteer Fire Department had 11 Regular in-town, and 22 Associate out-of-town members for a total of 33 active members.

	Regular In - Town	Associate Out of Town
Active Members	11	22
Fire 1 non-certified	1	0
Fire 1 Certified	1	0
Fire II Certified	9	22

There were 4 fire drills, 15 in-house training sessions, and 14 inspections for a total of 465.5+ hours spent on training in January.

Training

Firefighter drills & In-Service training	151 Hours
Target Solution On-Line training.	145 Hours
Fire Inspections/BDA Test	116.5 .Hours
Fire Prevention Public Awareness/Extinguishers	8 Hours
Fire Service Hydraulics course FFP1301	45 Hours
Total Hours	465.5+ Hours

A total of 2,568.25+ hours were spent between station shifts, and ocean rescue patrol.

Station Hours

Firefighter Station Watch	1,702+ Hours
Ocean Rescue patrol	122.75+ Hours
Chief on Duty/Command	744 Hours
Total Hours	2,568.25+ Hours

In closing, the Volunteer Fire Department will continue to improve and increase its members' training, as required by ISO and established state training curriculums. We continue to recruit new members through the fire academies, our website, and local town events.

Respectfully,

Judson Hopping

Judson Hopping,
Fire Chief



Agenda Item No: 10.a

Town Commission Agenda Item Report

Meeting Date: February 28, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Minutes

Agenda Section: Approval of Minutes

Subject Title: Approval of Minutes

Explanation: Approval of Town Commission Meeting Minutes for the following:

- February 2, 2023 Special Town Commission Meeting

Recommendation: Accept / Approve

Attachments: Ex.1 2-2-23 Regular Town Commission Meeting Minutes



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
SPECIAL MEETING MINUTES
Jarvis Hall
4505 Ocean Drive
Thursday, February 2, 2023
5:00 PM**

1. CALL TO ORDER, MAYOR CHRIS VINCENT

Mayor Chris Vincent called the meeting to order at 5:15 p.m. Also present were Vice Mayor Edmund Malkoon, Commissioner Alfred “Buz” Oldaker, Commissioner Theo Pouloupoulos, Commissioner Randy Strauss, Town Manager Linda Connors, Acting Town Attorney James White, Deputy Town Manager/Public Works Director Ken Rubach, Assistant to the Town Manager Courtney Easley, Director of Budget and Finance Lucila Lang, Development Services Director Jhanelle Campbell, Special Events and Marketing Manager Debbie Hime, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE

3. RESOLUTIONS

- a. RESOLUTION 2023-07 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, WAIVING THE TOWN’S PURCHASING MANUAL; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CIVICPLUS, LLC FOR AGENDA MANAGEMENT SERVICES; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

Town Manager Linda Connors explained that the Town has a current contract with CivicPlus for management of its website. CivicPlus has also purchased MuniCode, which codifies the Town’s Ordinances. Staff is pleased with the services of both providers.

Town Manager Connors concluded that some patience will be required, as CivicPlus will have to build a system into which they can integrate all their services. CivicPlus also provides closed captioning options, of which the Town has selected the mid-level option. This option has a reported accuracy rate of over 80% and comes at substantial savings when compared to current costs and top offers.

Mayor Vincent asked if the company, which is based in Kansas, will offer local support or online support only. It was clarified that there will be online support, which is what the Town has through its current provider.

Commissioner Poulopoulos made a motion, seconded by Commissioner Oldaker, to approve. Motion carried 5-0.

b. RESOLUTION 2023-08 – A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE FIFTY PERCENT (50%) DESIGN PLANS FOR THE DOWNTOWN ENHANCEMENTS PROJECT; AUTHORIZING THE TOWN MANAGER TO ISSUE A REQUEST FOR PROPOSALS FOR THE PROJECT PROVIDING FOR IMPLEMENTATION; AND FOR AN EFFECTIVE DATE

Deputy Town Manager/Public Works Director Ken Rubach advised that the 50% design for the Downtown area is before the Commission and the public tonight. There have been some changes to this proposal since its first iteration.

The original plan proposed entrances at the east and west ends off Commercial Boulevard to the restaurants; however, it was determined this may not be the best arrangement to allow pedestrian traffic to circulate. The solution was to add a third entrance in the center. Each entranceway is 9 ft. wide. Restaurants may also leave a path within their sidewalk cafés if they choose.

Deputy Town Manager/Public Works Director Rubach continued that the four traffic islands on El Mar Drive can contribute to congestion, particularly during events. The proposal would shrink these islands by 2.5 ft. to provide better circulation. The length between the ends of both islands is approximately 200 ft.

Four Americans with Disabilities Act (ADA) -compliant parking spaces are proposed in front of Mulligan's, the Village Grille, and the El Mar Café, and the ride sharing or delivery pickup/drop-off space, which would also help manage congestion.

There will be 15 ft. to 17 ft. of outdoor dining space on Commercial Boulevard, with a 3 ft. to 5 ft. landscape buffer and an 11 ft. sidewalk. This is more than twice the width of a conventional sidewalk. Travel lanes were decreased by 1 ft., which would match the configuration of the 10 ft. travel lanes on Commercial Boulevard west of A1A. This will

also address concerns regarding the speed at which traffic moves through the area, as shrinking lanes typically results in slower speed.

One concern previously raised was the architectural detail of a landscape buffer between outdoor dining tables and the landscaping itself. Deputy Town Manager/Public Works Director Rubach noted that photos of how this might look are provided at tonight's meeting. He added that the buffer will be lighted at the bottom, which will provide additional light in seated areas in the evening and protect the plantings in the buffer itself.

The proposed paving material is an aggregate bonded material which will surround the bases of trees and allow for water to flow through. It is a "pour-in-place" product that can be cut and modified if necessary. No mulch will be used, as it could result in runoff onto the sidewalk and storm sewer.

Deputy Town Manager/Public Works Director Rubach showed examples of the proposed pavers to be used on the pedestrian path between the landscaping and the roadway. The pavers proposed for the outdoor dining area would be 8 ft. x 12 ft. and are made out of high-strength concrete. These will require new maintenance procedures to be followed by Staff and contractors. The pavers will be sealed on a regular basis to prolong their use and prevent staining. There will be a more aggressive cleaning program to maintain them.

The main focus of tonight's meeting will be on the pavers and the outlay of the landscaped area so the pavers can be ordered in time for the next season. Staff will hold a separate meeting to discuss lighting, planters, signage, and other finer details.

Bollards proposed for the area are traffic-rated and will be lit. While there was previous discussion of providing bollards on the entire length of Commercial Boulevard, Staff feels comfortable providing three bollards each at the northwest, southwest, northeast, and southeast corners, where most vehicle turning motions occur. The same bollards will be used inside Dunes Plaza.

Deputy Town Manager/Public Works Director Rubach showed an example of in-pavement lighting, which was previously discussed. Staff feels this type of lighting is not likely to be necessary due to the new proposed lighting as well as the bollards, and recommends that it not be used. The new lights proposed for Downtown have two colors in order to remain compliant during turtle season.

Staff is considering the addition of palm trees, and is also looking into the removal of existing buttonwoods in Dunes Plaza. The City's Building and Grounds Supervisor was able to identify areas in town to which the buttonwoods can be moved.

No property tax funding will be used toward the Downtown project: it will be fully paid for through American Rescue Plan Act (ARPA) funding, which can be used for certain COVID-19-related projects. Staff also recommends the use of funds from the Pierpoint settlement, which can be leveraged for the El Mar Drive portion of the project. The initial cost of the project was estimated at \$1.35 million, but has recently increased to \$1.45 million.

Mayor Vincent reminded all present that the purpose of tonight's meeting is to consider whether the Commission will approve the current design layout, including implementation of a buffer, landscaping, dimensions, pavers, and other features reviewed by Deputy Town Manager/Public Works Director Rubach. He cautioned against taking a more granular approach at this time, as the intent is to get the project out for request for proposal (RFP) for design and construction.

Mayor Vincent asked if the Town is able to work with Uber, Lyft, and other ride-sharing services to ensure they are aware of the pickup/drop-off location and can use it safely and efficiently. Deputy Town Manager/Public Works Director Rubach replied that while this location is available, drivers cannot be forced to use the designated space.

Mayor Vincent also addressed the proposed wall, asking if there is any type of substrate or finish that can be applied to minimize the need for maintenance. It was clarified that the finish applied to the wall will improve its maintenance, and a sealant can be applied to the finish to provide some water resistance.

Mayor Vincent continued that he would like the RFP budget to identify the locations where lighting is planned. He also suggested a potential budget be estimated to include the cost of installation of light fixtures without specifying the type of fixtures that would be used.

Deputy Town Manager/Public Works Director Rubach replied that he anticipated the Town would order the materials, including rough-ins for electric, irrigation, and other fixtures. This means these materials would not be included in the bid. The project's budget includes a line item for the installation of fixtures.

Commissioner Strauss also requested additional information regarding the wall, including whether it will be permanent or portable. It was confirmed that the wall will be permanent and will stand 14 in. in height. It can be very simply constructed, with an angled rough-cast concrete piece at the top.

Commissioner Strauss continued that while he had previously been concerned the wall could create a trip hazard, its proximity to landscaping should make it open and obvious. He also agreed that bollards should be placed in higher-traffic areas, and asked if they could be implemented in a way that would allow for the addition of more bollards later on. Deputy Town Manager/Public Works Director replied that a conduit can be placed beneath the bollards.

Vice Mayor Malkoon asked if LED lighting will be on both sides of the proposed landscaping or the inside only. It was clarified that street lighting in the subject area will be improved upon, as the current lighting is inadequate. The bollards at each end will also be lighted.

Vice Mayor Malkoon also asked if removable bollards have been considered. Deputy Town Manager/Public Works Director advised that Staff is looking at bollards that can be retracted into the ground, although this will be determined by utility placement.

Commissioner Oldaker addressed the pavers, stating that he would like to look at the available patterns, as residents and businesses are not happy with the existing pavers. He asked how the patterning would be placed on the block. It was clarified that the pattern will run parallel to the curbs. Pavers will be 8 ft. x 8 ft.

Commissioner Oldaker also expressed concern that the proposed wall could attract skateboarders after hours. Deputy Town Manager/Public Works Director Rubach replied that this has also been an issue in Dunes Plaza, and pointed out that tables in this area are likely to serve as deterrents. The layout of the wall is also intended to discourage this activity.

Commissioner Oldaker recalled that there had been discussion of raising a crosswalk between two restaurants. Deputy Town Manager/Public Works Director Rubach advised that this would most likely be addressed during Phase 2 of the project, as Phase 1 does not include re-paving the roadway.

Commissioner Pouloupoulos requested clarification of the project's timeline if the 50% design plans are approved today. Deputy Town Manager/Public Works Director Rubach

replied that if the project is started in June 2023, the goal would be for it to be complete in time for the Christmas-By-The-Sea event. He acknowledged, however, that weather will most likely be a factor in the timeline.

Deputy Town Manager/Public Works Director Rubach added that Staff will also ask the project's contractor to stage it in a way that completes the El Mar Drive portion first.

At this time Mayor Vincent opened public comment.

Ina Marjakangas, resident, stated that she owns Coast Boutique, which is located Downtown. She noted that the proposed sidewalk on A1A is 8 ft. wide, or 1 ft. smaller than the 9 ft. sidewalk proposed for Commercial Boulevard. She also asked if outdoor dining tables might block the pedestrian pathway alongside businesses on A1A.

Ms. Marjakangas also requested clarification of the height of trees to be placed Downtown, and whether or not they will be placed in front of retail stores, where they might block visibility. She expressed similar concerns for visibility regarding umbrellas for outdoor dining. She concluded that there may be a need for bicycle racks in some portions of Downtown.

Hugh Johnson, representing Architectural Alliance Landscape, advised that at present, A1A has a 5 ft. sidewalk, which will be replaced by an 8 ft. sidewalk. He indicated where there would be breaks in the wall so pedestrians can access Downtown stores and restaurants. Outdoor dining tables should be set up to accommodate these breaks. All trees along A1A will be coconut palms, so no blockages are expected. He noted that the palm fronds will be over the buildings' height, as they are now.

Mayor Vincent pointed out that there are already umbrellas in place at outdoor dining tables. Deputy Town Manager/Public Works Director Rubach confirmed that these will continue to be subject to standard sidewalk café regulations. Umbrellas are allowed, and the density of tables is determined by the restaurants' sidewalk café permits.

Mayor Vincent recommended that once the design has reached the appropriate phase, the Town should consider providing a bike rack in the space Ms. Marjakangas had mentioned. He noted that this will be a later phase of the project.

Mr. Johnson noted that there will be accent lighting beside the outdoor dining area, as well as lights on the street side to improve safety for pedestrians.

Ann Marchetti, resident, stated that she spoke on behalf of several Downtown businesses. She advised that three restaurants on El Mar Drive would like to extend their outdoor dining, using two spaces apiece. If these spaces are provided, there would still be 17 parking spaces left on El Mar Drive, which could accommodate four ADA-compliant spaces and one temporary pickup/drop-off space. She requested that this be considered earlier in the project than other changes slated for El Mar Drive.

Deputy Town Manager/Public Works Director Rubach recalled that when the initial configuration of the Downtown redesign was considered, the Commission had evaluated the possibility of opening all parking spots for use by restaurants. The current variation, which leaves parking on El Mar Drive, is the option they chose. Changing the plans at this point would require changing the scope of the project, with additional engineering and landscape architecture.

Mayor Vincent advised that the Commission has entertained several design options for the project, arriving at the final design because it accommodates legally required ADA-compliant parking spaces. He felt Town Staff has worked to determine the best possible design for the project, and is using the space available to the best of its ability.

It was noted that ADA-compliant parking spaces must be located beside a curb in order to meet requirements. This creates a barrier to filling in existing parking spaces.

Bill Ciani, resident, stated that he represents five Downtown storefronts. He was in favor of the proposed design, and suggested that when barriers are constructed, the planted area should reach the same height as the wall.

Barbara Cole, resident, asked for the time frame required to narrow lanes on Commercial Boulevard. Deputy Town Manager/Public Works Director Rubach replied that the portion of Commercial Boulevard between A1A and El Mar Drive is a local roadway, which requires Broward County and Florida Department of Transportation (FDOT) approvals.

Ms. Cole also noted that the pavers on another portion of A1A are different from those proposed as part of the Downtown redesign, as are the pavers closer to the Plaza. She recommended greater continuity between these sections. She concluded that the Town should take greater steps to keep the public informed of the ongoing discussion, including funding sources.

With respect to the different paver patterns and colors, it was explained that most of the selected color palette matches closely with pavers on the west side of A1A and in other parts of the Downtown area. The intent is to keep a simple palette. The pavers selected for outdoor dining areas will be made of very forgiving material that is easily cleaned.

Deputy Town Manager/Public Works Director Rubach advised that discussion of street lighting will be discussed in greater depth at a subsequent meeting.

Mayor Vincent pointed out that the east and west sides of Downtown are already significantly different, with more features on the west side than the east at present. He felt it was appropriate to continue to differentiate between these areas.

Peggy Mohler, resident, asked if one of the Downtown lanes of A1A is currently 10 ft. wide. Deputy Town Manager/Public Works Director Rubach replied that this would not make a difference for construction, as both curbs will have to be adjusted to create two 10 ft. lanes. In total, the Town will reclaim 4 ft. to 5 ft. from all the lanes on the roadway. He added that this portion of the project is estimated at six months for completion, although he felt it may not take all of this time.

Mayor Vincent recalled that when the first Downtown project took place in 2013, there was greater accessibility of materials and labor, which is not the case at present. Current conditions are likely to have an effect on the time frame.

Town Manager Connors advised that Staff would clarify Ms. Mohler's question regarding the width of existing traffic lanes when they have access to a survey. She reiterated that by the end of the project, each traffic lane will be 10 ft. wide.

Spiro Marchellos, resident, stated that his Downtown business tenants have complained that their signs are blocked by trees, and asked if the existing trees would be removed and replaced with palms. Deputy Town Manager/Public Works Director Rubach replied that the only trees to be replaced are the ones in Dunes Plaza. He reminded all present of Broward County's policies and restrictions regarding the removal of existing trees.

Mayor Vincent asked if the replacement of trees in Dunes Plaza with palms would serve to increase or impede visibility of stores. Deputy Town Manager/Public Works Director noted that the plan would remove six shade trees and install six palm trees.

Vice Mayor Malkoon observed that there are no trees on the north side of the subject street, and asked if a buffer area will be installed there. Deputy Town Manager/Public

Works Director Rubach advised that there is an existing buffer there, and the profile will not be significantly changed due to a lack of space.

Deputy Town Manager/Public Works Director Rubach stated that Staff is requesting approval of the 50% plan, which would move forward at a cost of \$1.45 million. Additional details, such as lighting, planters, and landscaping, will be brought back to the Commission at a later date.

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

4. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 6:20 p.m.

Mayor Chris Vincent

ATTEST:

Town Clerk

Date



Town Commission Agenda Item Report

Meeting Date: February 28, 2023

Submitted By: Debbie Hime, Special Events Manager

Submitting Department: Administration

Item Type: Consent

Agenda Section: Consent

Subject Title: Special Event Application from the Community Church for Easter Sunrise Service Sunday, April 9, 2023

Explanation: Deborah DiRoberto, Church Administrator of The Community Church LBTS (“Applicant”) has submitted for the Commission’s consideration a special event application (**Exhibit 1**) to hold an Easter Sunrise Worship Service on Sunday, April 9, 2023 from 7:00 a.m. to 8:00 a.m. (the “Event”). This is a historic community event, with this being its 65th year.

The Event is proposed to be held in Dunes and Connie Hoffmann Ocean Plazas, as well as the Pavilion, between Anglin Square and to the highwater line on the beach. Six hundred (600) chairs will be set up for participants in the Connie Hoffmann and Dunes Plazas and seating for the pastor, choir, and vestry in the Pavilion.

Applicant has requested that the Event site be extended to the highwater line north of the pier in case the Church has requests for baptisms. As in the past, the LBTS Volunteer Fire Department will volunteer to assist with the set up and break down. The Event is estimated to include 600 total attendees and 20 volunteers.

Sunday, April 9, 2023

Start of set-up	5:00 a.m.
Start time of event	7:00 a.m.
End time of event	8:00 a.m.
Start of clean up	8:00 a.m.
Clean up completed by	9:00 a.m.

Applicant will use a speaker system placed as shown on the site plan.

Town Staff has advised Aruba’s Beach Café that the Applicant is requesting to use the entire space of Connie Hoffmann Plaza from 5:00 a.m. until 9:00 a.m., and Aruba has agreed to remove their tables and chairs from the area.

Applicant requests **(Exhibit 2)** the following special consideration:

1. Permission to place signs at the plaza and directional signs. (See Condition 16)
2. Use of Town electric and for the Town to waive all fees for the Event, including electric fee (\$25), the special event application fee (\$100), and the \$215 per plaza use fees (\$645) for a total of \$770. Note, the Commission has waived such fees in the past, which are included in staff's recommendation.
3. Close the horseshoe lane around and in front of the Pavilion from 5:00 a.m. to 9:00 a.m. Chapter 17 3.3 **(Exhibit 3)** requires the Commission to set applicable Road Closure fees and El Mar median lane parking fees for events of more than 200 people based on purpose, number of attendees, and impact. In the past, the Commission has not charged for this road closure.
The Applicant owed no monies to Town at the time this memo was submitted as an agenda item.

Recommendation: Staff recommends approval of the Event and that all fees be waived for this Event, with the following conditions:

1. Setup of the Event will start at about 5:00 a.m. and the area will be cleaned and open to the public by 9:00 a.m.
2. Marine Turtle Protection: If any of the activities take place on the beach sand, the Event organizers shall ensure that a minimum buffer of 10 feet is kept clear around all marked sea turtle nests and areas that appear to be new nests. 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. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Event shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving event approval.
4. The Police Chief shall approve the Event's Maintenance of Traffic Plan (MOT), if one is required.
5. Road Closings:
 - a. The entrance and exit lanes of the horseshoe from El Mar to the Pavilion may be blocked from 5:00 a.m. to 9:00 a.m. Pier parking lot traffic shall use the south alley entrance south of the Pier. And Aruba's shall use the north alley entrance north of the pier.
 - b. The Event may load/unload between Dunes and Connie Hoffmann Plazas between the hours of approximately 5:00 a.m. and 6:45 a.m. and from 8:00 a.m. until 9:00 a.m.

c. The proper traffic control barriers will be provided and placed by Applicant at Commercial and El Mar to affect the road closing while maintaining access to the Pier parking lot. Barriers will be removed, and street opened no later than 9:00 a.m.

6. Parking will operate according to normal parking regulations.

7. Town will open the restrooms in El Mar Plaza at 6:00 am on April 9th.

8. Town will list the Event on the Town Hall street marquis prior to the Event if space is available.

9. Church may use their property for additional parking.

10. Chairs shall be placed to provide the appropriate and required pedestrian walkways (one 8' aisle in the center). All chairs used in the plazas shall have protective (rubber or plastic) feet.

11. Tables, chairs, stage, equipment, etc., shall not interfere with pedestrian walkways, ingress or egress.

12. Power use will not exceed Town's power supply of 20 amps.

13. The Applicant shall keep the sidewalks next to the Event site and within the Event site open and clear for pedestrian traffic.

14. 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 (**Exhibit 4**). The Event, shall keep noise at a minimum. All sound systems will be operated so as not to exceed 75 dBA or 75 dBC between the hours 10:00 p.m. and 7:00 a.m.; and after 7:00 a.m. shall not exceed 85dBA or 85 dBC, which are the noise levels established for this Event.

15. Signage: Starting April 1th through April 9th, the Applicant may place one sandwich sign at Dunes Plaza and one at the Connie Hoffmann Plaza promoting the Event.

a. On the morning of April 9th, Applicant may place two signs on the beach east of the Pavilion and one directional sign at the intersection of Ocean Drive and Commercial. The location of signage is subject to the approval of the Special Events Manager and the Police Chief.

16. If the Public Works Director requires, Applicant shall provide additional waste receptacles and recycling bins. During the Event as needed and at the end of the event, Applicant shall empty all the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site and appropriately dispose of all refuse. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.

17. The Event site 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 or will be battery operated.

18. The Event shall provide a written notice to all properties affected within a quarter mile by this Event by March 17 for approval prior to distribution; and confirm in writing which properties have been notified.

19. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the Event.

20. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.

21. Site Plan must be presented for approval by noon on Thursday, March 9, 2023.

22. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.

23. At least thirty (30) days prior to the Event, Applicant shall provide a Certificate of Liability Insurance, including its endorsement, that meets all the insurance requirements of Chapter 17, Section 17-9.

24. Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific event:

a. Prior issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.

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 shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any event, the Applicant shall be held responsible for providing the Town notice of any change in insurance coverage.

d. The Town shall be named as an additional insured on all required insurance policies, and an endorsement reflecting this requirement shall be issued as part of any required policies. Applicant shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.

25. 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 Applicant (the "sub-

applicant”), the sub- applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.

26. In the event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this 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 and those attending the Event, without increasing the administration costs of the Town.

27. Final Site Plan must be presented for approval at least 48 hours in advance of the Event.

28. Applicant shall owe no monies to the Town at least one week prior to the Event. There shall be no past due fines, moneys, fees, violations, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special event permit. A special event permit will not be issued until all past due debts to the Town are paid in full at least one week prior to the event.

29. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.

30. Permission for this event may be suspended or modified by the Commission, Town Manager or designated Staff.

31. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission’s policy direction on special events.

32. The Town Manager may suspend permission for this Event due to failure of Applicant to comply with the terms and conditions of the Town’s event permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.

33. The onsite Town representative may terminate an event due to Applicant not complying with the terms and conditions of the Town’s event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

Attachments:

Ex. 1 - Special Event Application for Community Church Easter Sunrise Worship, April 9, 2023

Ex. 2 - Letter from Pastor Fred Powell-Haig re: Waiver of Fees

Ex. 3 - Resolution 2017-41 Special Events

Ex. 4 - Town’s Noise Ordinance 2016-04



SPECIAL EVENT APPLICATION INFORMATION

For your event to be considered by the Town Commission, a fully completed application must be submitted at least 60 days prior to the date of the event.

This application is available in Word format at www.lbts-fl.gov/town/docs.htm. If possible please use the Word document and your computer to complete the application.

An application is not considered complete unless it includes:

1. A full description of the proposed event,
2. A detailed site plan (*very important!*),
3. All required documents, and
4. The application fee.

A meeting with Special Events Permitting is required before submitting a Special Event Application. Questions? Call our Special Projects Coordinator at 954-640-4200 or email debbieh@lbts-fl.gov.

Payment of Special Event Permit fee is required at the time of Application submission via hand delivery or by mail to:

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

A Special Event shall be approved by the Town Commission before an event is advertised to the public. A special event is defined as a concert, festival, race, walk, carnival, show, exhibition, parade, or any other similar outdoor event whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, ***to which members of the public are invited as participants or spectators.***

Please review the Town's special event requirements by clicking on: https://www.Special_Event_Requirements
 Or download a copy of the Special Event Requirements from our website and review them before submitting your application.

Important to remember:

1. Your event is approved by the Town Commission with "Conditions" that must be met or your event is cancelled. READ and understand the Conditions. *Talk with us if you have questions.*
2. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.
3. You have to file all of the required documents shall be provided not later than 30 days prior to the event date or the event authorization terminates (unless prior arrangements have been approved by Town).
 - a. Insurance
 - b. Vendor lists and licenses
 - c. File site plan

4. Parking is limited in Lauderdale-By-The-Sea, and will be a consideration when approving your event.
5. You may have to obtain permits from the Building & Fire Departments to meet Florida Building Code and Fire Code standards.
6. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction.

I (Applicant) have read and fully understand the above:


Signature of Applicant

Print Name: Deborah DiRoberto

Community Church
Event Name: Easter Sunrise Service

The Community Church (PCUSA)

4433 Bougainvillea Drive

Friday, January 12, 2023



Dear Friends of the LBTS Town Council,

It has been our joy and privilege to provide an interdenominational Easter Sunrise Service at the LBTS beach for more than 60 years. And once again this year, we would like ask permission to host our town's Easter Sunrise Service on Sunday April 9, 2023. We also continue to be grateful for the volunteerism and civicism of our Police, Fire and Rescue Squads, as well as the generous participation of local businesses, including the Village Grille and Village Pump, Delecaseas, and others-it truly is a community effort!

Since the early 1950s when Community Church opened its doors—not just to local Presbyterians—but to ALL who were seeking a spiritual home (whether permanent or temporarily), we have partnered with the town to provide this worship experience that revels in hope and new life--the deepest mysteries of our existence--in a seaside setting, the beauty and the dignity of which underline the truths and the values of this community. Again, this year we look to strengthen these virtues that make our life together so fruitful and rewarding not only at Passover and Easter, but throughout the year.

Because of this long history we have together, we would respectfully request that the town waive the special event application fee, electrical fees, and the usage fees for the Pavilion, Dunes and Ocean Plazas,

Thank you,

Deborah DiRoberto
Church Administrator

The Community Church of L.B.T.S.

welcomecommunity@comcast.net

Cell: 561-350-0123



Office: 954.776.5530



SPECIAL EVENT APPLICATION

Submit this completed application at least 60 days prior to the proposed date of your event.

DETAILED SITE PLAN REQUIRED (see details at end of application)

Site Plans often do not include details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

Once you have completed the written portion of the application, provide a Site Plan on the last page or attach separately to this application.

Name of Event: Community Church Easter Sunrise Service

Event Purpose, Description and Activities: To bring the LBTs community together for celebration

New Event ☐ or Returning Event ☒ Previous Attendance 600

Day(s) and Date(s) of Event: Sunday, April 9, 2023

Proposed location of the Event (location, streets, landmarks):

Pavillion, Ocean and Dunes Plaza and to the waterline east of the Pavillion

How many people do you anticipate on site at any peak time?

Participants: 20 #Spectators 600 #Adult volunteers:

Please complete the following table:

Activity	Day	Time
Start of set-up:	<u>4/9/2023</u>	<u>5 am</u>
Start time of the Event:	<u>4/9/2023</u>	<u>7 am</u>
EVENT		
End time of the Event:	<u>4/9/2023</u>	<u>8 am</u>
Start of Clean up:	<u>4/9/2023</u>	<u>8 am</u>
Clean-up completed by: (Site restored to original condition)	<u>4/9/2023</u>	<u>9 am</u>

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

YES NO

Please attach Organization's proof of 501c3 IRS exemption, background, history, accomplishments, and other events:

Person submitting Application ("Responsible Party"):

Name: Deborah DiRoberto (church Administrator)
Mailing address: 4433 Bougainvillea Drive LBTs, FL 33308
Phone: 954-776-5530 Mobile phone: 561-350-0123
Email: WelcomeCommunity@Comcast.net Fax:

Representative(s) who will be at each day of the event:

Name(s): SAME AS ABOVE
Mailing address:
Phone: Mobile phone:
Evening phone: Fax:
Email:

Add information as necessary:

Will you have an event contractor or planner?

YES NO

If yes, please provide the contact information of your event contractor (event planner)

Name: Company Name:
Business Address: Company Email:
Phone Office: Phone Mobile:

List contractors that will be on site before, during or after the event (use separate page if needed) – final list required 30 days prior to event.

Request for Town Involvement:

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

If yes, describe services requested, if any:

STATEMENT OF BENEFIT

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 here or attached to this application.

If the Town is a sponsor or co-sponsor of the event, the Applicant shall keep financial records of the event sufficient to document all revenues and expenditures. These records shall be available at reasonable time within Broward County for inspection by the Town.

(Insert here or denote if attached)

FEES

Are there fees or donations collected on site from the participants or spectators?

YES

NO

If yes, provide details: An Offering is collected

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 the immediate termination of the source of the noise and may be grounds to terminate the event.

Do you plan to use amplified sound? Provide details, time and location, and if you require electrical connections for:

yes Proposed amplified sound/speaker system:

yes Proposed live music: List genre, type, ambiance:

yes Planned recorded music

yes Do you require electrical connections for any of the above? Please give details:

CLEAN EVENT STANDARDS

Keeping the event area clean during the event and immediately following the event, including trash removal, walkways, and streets, is the responsibility of the applicant. See Clean Up Deposit under Conditions

Please note that, except for very small events, all events shall provide a recycling plan and follow recycling requirements. See Recycling Requirements under Conditions. For more info email recycle@lbts-fl.gov.

Name the contractor or organization (including contact information) who is responsible for your Event's recycling:

Name:

Address:

Daytime phone:

Email:

Mobile phone:

NOTE: The Church will pick up any bulletins & water bottles left behind and bag trash for town pick up later.

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, canopies larger than 120 sq. ft., multiple canopies without separation, and stages require a building permit. The use of tents or large canopies require approval of the LBTS Fire Marshal and are required to have building permits obtained via LBTS Building Department prior to Event. Manufacture labels are required to be attached to the tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with application. All canopies larger than 120 sq. ft. shall submit copies the manufacture's labels attached to the tents or canopies with application.

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

Include sign locations on detailed Site Plan or attach a separate sheet.

RESTROOMS (show on Site Plan)

The number of portable toilets required depends on the number of attendees, length and type of event, as determined by the Building Official.

Local businesses that have more than the required number of restroom facilities that allow their facilities to be used may count towards the extra restroom facilities required.

If Event is downtown, permit holder is required to obtain written approval from restaurants to allow participants to use their restroom facilities.

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: _____

(Show on Site Plan)

STREET CLOSURES

Street closures may be required at the Event's expense

Are you requesting that any public streets be closed for the Event? YES NO
I don't know, please advise _____

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

TRAFFIC CONTROL/BARRICADES

A traffic control contractor may be required for events which require barricades or traffic control signage.

Please list your traffic control contractor, if applicable: NONE

VEHICLES

Vehicles are not allowed to drive or park on Town property or park grounds due to damage to underground irrigation systems and to the sod. Applicant shall be responsible for restoration of any damage to Town property.

Are you requesting to drive or park on town property or park grounds: YES NO

If you are requesting that vehicles be permitted to drive or park on Town property, please indicate the type(s) of vehicles, the locations, and times they would be parked. Must be approved by Town's Parking Department prior to Event.

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:

TRAFFIC CONTROL PLAN

Parking exemptions shall be approved by Assistant Town Manager prior to Application submission to Town Commission). Town may block spaces for safety and other reasons at the expense of the Event.

Include detailed Site Plan indicating how on and off street parking will be accommodated.

Are you requesting the reservation of any Town parking meter spaces for the Event? YES NO

Indicate if any of the following will be assembled at the Event and include locations on Site Plan. List sizes and numbers of each:

Tents: N/A

Canopies: N/A

Stages: N/A

Bleachers: N/A list size and max load:

Chairs: 600 VFD graciously volunteers to help us with chairs.

UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshall prior to Application submission to Town Commission.

Depending on location of event, electrical and/or water may be available from the Town for a fee.

Electrical Requirements: Electrical work requires an Electrical Building Permit.
Generators over 5KW require an Electrical Building Permit.
A Florida Licensed Electrical Contractor is required to obtain permits.

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. Contractor is required to schedule and successfully complete inspection of work prior to Event opening. Florida Building Code 101.4.1, 105.4.5.

Will any **electrical equipment be installed** in conjunction with the Special Event? (i.e. lighting in tents, outlets for cooking, stages, etc.) Yes NO

If the Event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as company name providing the equipment. Describe below, include location and use, and also include locations on Site Plan:

Yes Electrical power:

N/A Water:

N/A Gas, propane, BBQ grills, generators:

N/A Fuel Storage:

SIGNAGE

All signage shall be included in the application if you wish to exceed the Town Code requirements. Signage shall be reviewed by Development Services (LindaC@lbtts-fl.gov) before Application is submitted to Town Commission). No signage shall be installed without permit.

Information on signage shall include location, colors, size and number of signs. Indicate signage to be placed in any right of way that directs traffic to the Event and their approximate size.

Are you requesting permission to erect signage for this Event? YES NO

For each sign please provide:

Description, number of signs, proposed dates, location, size of signs in square feet and letter size:

Thank you for providing a sandwich board sign that we will attach our flyer and have posted Friday, Saturday, Sunday at Dunes

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.

All parking meter fees are paid 30 days prior to the event.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

Off duty police officers are required, at the applicant's expense, for street closures, events with alcohol, or large crowds, as determined by the Sheriff's Department. Large events may require a code compliance officer to ensure compliance with Town 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

CONCESSIONS:

A no-compete clause pertaining to local restaurants will be required where applicable.

Are you planning to have any type of concessions?

YES

☒ NO

If YES, has the Florida Health Department approved the food vending Site Plans?

~~YES~~

NO

If yes, is the food provided by a Non-Profit _____ or For Profit _____ organization?

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

~~YES~~

NO

Please list the types of food that will be served:

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

Charcoal Grills _____

Sterno _____

Fryers _____

Open fires _____

Propane Grills _____

Refrigerators _____

Smokers _____

Hoods _____

Concession trailers _____

Warmers _____

LP Tanks _____

Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

YES

☒ NO

If YES, has a liquor permit been obtained from the State of Florida?

YES

NO

Provide details of dispensing locations here and on Site Plan

Provide contact information for all license holders that will be serving alcohol:

VENDORS

A list of all vendors their company name is required for initial approval and final list is required 30 days prior to event and subject to approval (add here or on separate page, and vendor location on site Plan):

Name

Company

Vendor Type

ANIMALS

Any exhibition or similar undertaking in which animals are required to participate in performances 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 give details:

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES

☒ NO

SALE OF MERCHANDISE

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

YES

☒ NO

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

Copies of contracts with any provider of rides, mechanical devices and amusements shall be submitted to the Town at least 30-days prior to the event.

Are rides to be included in the Event?

YES

☒ NO

If yes, please provide the number and description of each type:

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

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. Sea turtles and fish often mistake the balloons for jellyfish, eat them and die when their stomachs become blocked. Birds can become entangled in the balloon strings and drown. To help reduce the threats caused by balloons, I agree that there will be no release of balloons at this event and I have been informed that the release of balloons is illegal under Florida Statute 379.233. Balloons may be used for decorations at an event but they must either be deflated or taken home at the end of the event, NEVER released into the air. 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



FIRE WATCH or EMS ONSITE

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

First Aid facilities may be required by Town at Event's expense. Initial DD

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 bodily injury and \$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 the Town at least 30 days prior to the Event date.

Talk to Town Staff representative if your Event proposes serving alcohol or having fireworks about insurance requirements, as both require additional insurance.

Do you and all parties involved have the required insurance coverage needed for this Event?

YES NO

EVENT CONDITIONS

Approval for this Event shall expire without future action of the Town if all documents such as but not limited to insurance certificates, health and liquor licenses, BSO police detail contract(s), Fire Marshall or Development Services approvals, MOT Plan, Solid Waste Plan, final Site Plan, any monies due to Town, and other material requirements are not submitted at least 30 days prior to the Event.

Copies of State and County licenses for all vendors and contractors shall be filed with the Town 30 days in advance of the Event. (Final list of vendors and their locations shall be submitted to the Town no later than two weeks prior to the event unless otherwise approved in advance by Town)

If the Event is approved by the Commission, they will establish the Event conditions that the application shall abide by during the Event. Standard Conditions shall include, but are not limited to the following:

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about 5am and the area will be cleaned and open by 9am
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at 8am pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
 - a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - 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 shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall 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 shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.

- d) 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 Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
 - e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor 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 bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.
23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this 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.
24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.
25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

Applicant shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising directly or indirectly from this Special Event and resulting or accruing from any intentional act or any negligent act, omission or error of Applicant which in turn results in or relates to injuries to body, life, limb or property sustained in, about or upon the Special Event Area, and arising from the use of the Town property.

Applicant shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the Town as a result of any claim, suit or cause of action accruing or in any way arising out of this Special Event Application for injuries to body, life, limb or property as set forth above.

Applicant shall save the Town harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

PERMISSION OF THE PROPERTY OWNER

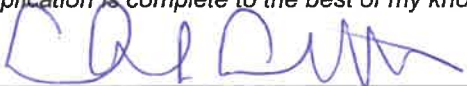
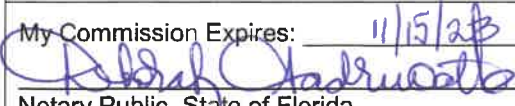
Applicant's and Property Owner's Certification

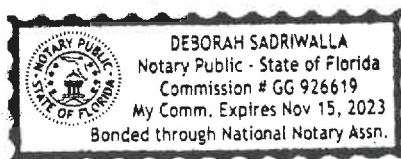
An event held on property that is not owned by the applicant requires the permission of the property owner, which is granted by having the property owner sign this special event application.

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.

Town

Applicant	Property Owner
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): Date: <u>4/9/23</u>	Property owner's Signature (required): Date: _____
Applicant's (Print information below) Name: <u>Deborah DiRoberto</u> Title: <u>Church Administrator</u> Organization: <u>Community Church</u> Telephone: <u>954-776-5530</u> Mobile: <u>561-350-0123</u> Email: <u>welcomecommunity@comcast.net</u>	Property Owner's (Print information below) Name: _____ Title: _____ Organization: _____ Telephone: _____ Mobile: _____ Email: _____
STATE OF FLORIDA: COUNTY OF BROWARD: <u>✓</u>	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>Deborah DiRoberto</u> who is personally known to me/provided <u>DLB-761-67-6570</u> 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: <u>11/15/23</u>  Notary Public, State of Florida	My Commission Expires: _____ Notary Public, State of Florida



SITE PLAN DETAILS

Site Plans often do not include the details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

The following details are intended to be a guide to assist you in developing a Site Plan. A current survey of the property is most helpful. If a survey is not available, a drawing depicting the area of the Event should include these details, as necessary. More than a one page Site Plan may be included in your application if details of specific areas are important to your Event.

*A detailed map of the Event site identifying location of each of the following **MUST** be drawn here or attached to this application prior to submission. Dimensions are required to determine if available site will support all of the proposed activities.*

Cooking Areas need to be separated from public areas with fences or barricades

Canopy, tents or other covers: locations should include the size, type, & (shelter, vending, food, EMS)

Location:

The site of the event, with streets, parks and other landmarks identified
Routes for races, parades, etc.
Traffic routing and road closures
Ticket Kiosks
Access control points
Signage (*shall be approved by Development Services prior to Application submission to Town Commission*)
Signs (location, size, color and wording)*

Public Services:

Fire lanes (emergency access for fire equipment and EMS)
Restroom facilities (incl. Portable & Private)
Locate electrical equipment, permanent and temporary (temporary electrical installation (must be to code and approved by Town)
Trash and Recycling receptacle locations
Smoking and No Smoking areas
Pedestrian walkways
Garbage Cans
Recycling Bins

Hazard/ Precautions:

Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)
Fencing, barriers, barricades, walls, gates, etc.
Gasoline, propane, grills, fire, charcoal, generators, any other flammable fuel
Fuel Storage and dispensing areas
Fire Extinguishers Minimum size 4A/10BC one every 75 ft. of travel. If cooking, Class K or 1 40BC rated Fire Extinguisher for every cooking station or canopy (at discretion of Fire Marshall)
Generators (shall be approved by Fire Marshall in advance)

Event:

Canopies, tents, stages (types shall be specified) locations for sales, food service, etc. *Large tents will require Fire Marshall approval of illuminated exit signs and fire extinguishers*
Vendor locations (booths or tables and approximate size, (Vendor's company names phone numbers and email addresses required on separate page at least 48 hours in advance of the Event)
Restrooms – Portable and Private
First Aid facilities
Trailers, storage, sleeping facilities, service boxes, displays, etc.
Alcohol serving/consuming areas
Rides and Amusements, Rides, demonstrations, performance areas and stages including Musicians and Artists

Parking:

Parking areas, location, parking spaces, and parking space numbers that will be blocked;
to load/unload before, during or after the event and the amount of time for each occurrence

Code or Security Enforcement (paid by Event)

EMS stand-by or Fire watch areas (include first aid stations)
Police: Off duty police officers (if known)

COMMUNITY SUNRISE WORSHIP SERVICE

APRIL 12, 2020

Waterfilled barriers = Open lane to the Pier down the back alley



Applicant's Certification

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 shall be submitted in writing.

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.



Applicant's Signature (required)

Deborah DiRoberto / Church Administrator
Community Church

Applicant's Printed Name and Title/Organization

11/19/2023

Date

954.776.5530

Telephone Number

STATE OF FLORIDA:

COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida,

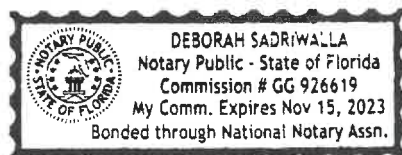
by Deborah DiRoberto who is personally known to me/provided

DLB-161-67-6650 as identification and who did/did not take an oath.



Notary Public, State of Florida

My Commission Expires:



The Community Church (PCUSA)

4433 Bougainvillea Drive

Friday, January 12, 2023



Dear Friends of the LBTS Town Council,

It has been our joy and privilege to provide an interdenominational Easter Sunrise Service at the LBTS beach for more than 60 years. And once again this year, we would like ask permission to host our town's Easter Sunrise Service on Sunday April 9, 2023. We also continue to be grateful for the volunteerism and civicism of our Police, Fire and Rescue Squads, as well as the generous participation of local businesses, including the Village Grille and Village Pump, Delecaseas, and others-it truly is a community effort!

Since the early 1950s when Community Church opened its doors—not just to local Presbyterians—but to ALL who were seeking a spiritual home (whether permanent or temporarily), we have partnered with the town to provide this worship experience that revels in hope and new life--the deepest mysteries of our existence--in a seaside setting, the beauty and the dignity of which underline the truths and the values of this community. Again, this year we look to strengthen these virtues that make our life together so fruitful and rewarding not only at Passover and Easter, but throughout the year.

✍

Because of this long history we have together, we would respectfully request that the town waive the special event application fee, electrical fees, and the usage fees for the Pavilion, Dunes and Ocean Plazas,

Thank you,

Deborah DiRoberto
Church Administrator

The Community Church of L.B.T.S.

welcomecommunity@comcast.net

Cell: 561-350-0123



Office: 954.776.5530

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A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING AN UPDATED FEE SPECIAL EVENT, PARK USE, PLAZAS AND PAVILION AND INCLUDE VENDING, STREET PERFORMNG FEE SCHEDULES, BY AMENDING THE FEES FOR EVENTS HOSTED BY BUSINESSES IN THE WEST COMMERCIAL BUSINESS DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

37 **WHEREAS**, Resolution 2016-20 updated the Development review of fee schedule; and
38 the Town moved the fee schedules from Development to Administration for Special
39 Events, Park Use Permits, Vending, Street Performing, New Racks and include in the fee
40 schedule the plazas and pavilion, while also updating when payment of fees or monies due the
41 Town;

42 **WHEREAS**, Resolution 2016-35 moved the fee schedules from Development to
43 Administration for Special Events, Park Use Permits, Vending, Street Performing, New Racks
44 and include in the fee schedule the plazas and pavilion, while also updating when payment of
45 fees or monies due the Town;

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

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

SECTION 1. Fees. Pursuant to Section 1-13, Lauderdale-By-The-Sea Code of Ordinances, the schedule of fees for Special Events, Park Uses, Plazas and Beach Pavilion, Street Performers, Vendors, and News Racks, are hereby adopted as follows¹:

WHEREAS, the Town Commission finds it to be in the best interest of the Town and its citizens to adopt an updated Fee Schedule that amends the fees related to events hosted by small businesses in the West Commercial District (Seagrape to West Tradewinds), and adopt fees as set forth in this Resolution.

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 incorporated herein by this reference.

Section 2. The schedule of fees for Special Events, Park Use and Street Performers, which includes the fees for the use of Jarvis Hall and the Plazas, is hereby adopted as follows:

Special Event, Park Use, and Street Performing Fee Schedule	
The following is applicable to all event and park use permits: 1. All applicants must abide by the conditions set forth in their permit, including but not limited to fees, deposits, insurance requirements, solid waste plan, and police, fire or EMS detail. 2. All fees, including any monies owed the Town must be paid before the event or park permit is issued. 3. All estimated fees or costs from Town or BSO shall be paid at least two weeks prior to the event date. Any additional costs incurred will be deducted from the event deposit or is due when invoiced. 4. Depending on the nature and size of the event, a deposit may be required as determined by the Town Manager.	
Type of Activity, Permit or License	Fee
1. Chapter 14.3 – Parks A Park Permit is required for groups of 25 people plus or when a specific area is reserved.	

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

A Park Use Permit may not be approved if submitted within 14 business days of a proposed event.		
Private event in a park or at the beach where the public is not invited:		
1.1	Single day event, less than 25 people: No reserved area Reservation of a specific area.	No permit required \$100
1.3	Single day event, 25 people + with or without reserved area.	\$100
1.4	Multi-day event	\$100 Permit Fee plus an impact fee set by the Town Manager based on the activity, number of attendees, and impact on the facility
1.5	One day event (local or non-local user) that charges admission or registration or sell commercial products or services.	
2. Chapter 14.5 - Street Performing		
2.1	Street performing annual permit fee	\$50
3. Chapter 17 - Special Events		
3.1	Special Event Application Fee See also use fees. <u>See 3.2 For events hosted by a businesses with less than 15 employees in the Commercial District along Commercial Boulevard from A1A to West Tradewinds</u> Application filed within 30 days of an event will not be accepted.	
	1. A volunteer event that provides direct benefits to the LBTS community. (examples: beach clean-up, Easter egg hunt, free yoga and meditation, etc.)	-0- (Town Manager may authorize an application to be accepted within 30-days of the event)
	2. Submitted at least 60 days in advance of the proposed event date	\$100
	3. Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.	\$250 Plus costs, not to exceed \$1,500.
	4. A recurring event within a 6 month period	\$500
	5. A recurring event within a 12 month period (for example, once a week or once a month).	\$800
	6. An event that has been advertised prior to Commission approval.	\$250 in additional to the application fee
	7. Semi-public business events that use private or public property with less than 50 people at any one time.	\$50 Event may be approved by the Town Manager

	8. Events (local and non-local user) that charges admission or registration or sell commercial products or services	Set by the Town Manager based on purpose, number of attendees, and impact on the facility
3.2	Special Event Application Fee for West Commercial Business District <u>Commercial District events may be approved by the Town Manager if the event is consistent with the Commission's policy direction on special events and meets the following criteria:</u> 1. <u>Less than 75 people at any time</u> 2. <u>2. Located along Commercial Boulevard from Seagrape to West Tradewinds</u> <u>The \$25 electrical use fee will be waived for usage of one 20 amp outlet at event</u> <u>Application filed within 30 days of an event will not be accepted.</u>	
	1. <u>Submitted at least 60 days in advance of the proposed event date</u>	<u>\$20</u>
	2. <u>Submitted between 59 days and 30 days prior to the event PLUS any costs related to special processing of the processing of the application.</u>	<u>\$50</u> <u>Plus costs, not to exceed \$1,500.</u>
	3. <u>A recurring event within a 12 month period (for example, once a week or once a month).</u>	<u>\$15 per event day</u>
	4. <u>An event that has been advertised prior to Commission approval.</u>	<u>\$250 in additional to the application fee</u>
	5. <u>Events that charges admission or registration or sell commercial products or services</u>	<u>Set by the Town Manager based on purpose, number of attendees, and impact on the area.</u>

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

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4. Chapter 17 - Jarvis Hall

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

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

General philosophy: The Dunes Plaza, Connie Hoffmann Plaza and Beach Pavilion ("The Plazas") are the premier public spaces in Town and were built for the enjoyment of our residents and visitors. They are

available for events that are open to the general public or are of significant benefit to the Town. The Use Fees are set so the users bear the costs related to their events, rather than the Town subsidizing those events.

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

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

Potential use on holidays.

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

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

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

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

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

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

Plaza Use Fees

Are in addition to the Event Application Fees listed above.

The use fee is per plaza. If an organization wants to utilize more than one plaza for their event, they must pay for each space.

Use of the plazas as part of a larger special event are subject to the plaza use fees, in addition to the any other Special Event Use Fee, but may be waived or modified by the Town Commission upon a finding that the applicable event will provide a public benefit.

Application filed within 30 days of an event date will not be accepted.

A Deposit may be required and will be set by the Town Manager based on purpose, number of attendees, and impact on the facility.

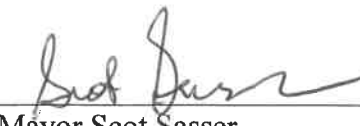
5.3	LBTS businesses (limited to 4 rentals per year per business)	\$850 per day per plaza
5.4	LBTS-based charity or non-profit organization (limited to 2 rentals per year per organization)	\$215 per day per plaza
5.5	Out-of-Town 501C Registered Non-Profit or Tax Exempt Organization (limited to 1 rental per organization per year)	\$425 per day per plaza

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

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

Section 5. Effective Date. This Resolution shall become effective immediately upon its passage. The fees and policies set forth herein for the use of Jarvis Hall shall apply to all new Jarvis Hall rental requests submitted after the passage and adoption of this Resolution.

PASSED AND ADOPTED this 24th October day of March 2017.



Mayor Scot Sasser

89 Attest:

APPROVED AS TO FORM:

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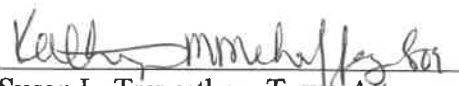
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Town Clerk, Tedra Allen

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95 (CORPORATE SEAL)


~~Susan L. Trevarthen~~, Town Attorney
Kathryn Mehalley

Sec. 13-6. - Noise limitations.

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

map shown in Figure 13:

- a. Between the hours of 7:00 a.m. and 10:00 p.m., no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 60 dBA or 65 dBC.
- b. Between the hours of 10:00 p.m. and 7:00 a.m. the following morning, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond the real property line from which the sound emanates, a sound level that exceeds 55 dBA or 65 dBC.
- (d) *Maximum sound level for activities duly authorized by special event permit.* An activity which has been granted a special event permit pursuant to article VIII of chapter 17 of the Code of Ordinances shall be subject to the maximum limitation on sound disturbances provided within this subsection. In connection with the permitted special event, no person shall make, cause, allow, or permit the operation of any continuous source of sound in such a manner as to create, when measured at or beyond 100 feet from the source from which the sound emanates if the source is located on public property, or at or beyond the real property line if the source is on private property, a sound level that exceeds the dBA or dBC standard in (c) applicable to the point of measurement and the time of measurement, unless a different standard is established in the special event permit.

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



Town Commission Agenda Item Report

Meeting Date: February 28, 2023

Submitted By: Debbie Hime

Submitting Department: Administration

Item Type: Consent

Agenda Section: Consent Agenda

Subject Title: Special Event Application for LBTS VFD's Annual Easter Egg Hunt Saturday, April 8, 2023

Explanation: The LBTS Volunteer Fire Department (VFD Fire Chief Judson Hopping has submitted an application to host their Annual Easter Egg Hunt on Saturday, April 8, 2023 from 10:00 a.m. until 11:00 a.m. in Friedt Park (4501 Bougainvilla Drive). The VFD expects a maximum of 300 volunteers, participants and family members to attend.

Saturday, April 8, 2023	
Start of Set-up	7:00 a.m.
Start Time of Event	10:00 a.m.
End Time of Event	11:00 a.m.
Clean up Begins	11:00 a.m.
Clean up Completed by	12:00 p.m.

The proposed amplified sound/speaker system is a hand-held megaphone, which does not require electricity. Participants will be directed to the bathrooms in Friedt Park. The VFD request the following assistance from Town:

1. Free parking for participants in front of and behind Town Hall, in front of the tennis courts, and Friedt Park thirty (30) minutes before the event and until the event is over (maximum end time 11:00 a.m.); and
2. Public Works will assist in the erection of temporary fencing the day before the event.

There is no Town fee for this event as it meets the requirements of Sec. 17-113 (**Exhibit 2**) since it is a volunteer event that provides direct benefits to LBTS.

Recommendation: Staff recommend approval with the following conditions:

1. Parking will be free in the spots in front of and behind Town Hall, in front of the tennis courts, and the Friedt Park from 8:30 a.m. until thirty minutes after the event ends or max 11:00 a.m.

2. BSO Police Chief has indicated that there will be no detail officers scheduled for this event.
3. During the event as needed and at the end of the event, the Applicant shall empty the Town's waste receptacles and recycling bins within the event area and within 100 feet of the event area. Permit holder shall be responsible for clean-up of the Park following the conclusion of the event. Permit Holder shall remove and dispose of all collected debris from the event and shall not place trash in Town garbage receptacles.
4. Participants can use the restrooms in Friedt Family Park.
5. Set up is proposed to start at 7:00 a.m. and clean-up will be completed by 1:00 p.m.
6. The event site shall be organized in a safe manner to protect attendees. There will be no electric cords and similar material used.
7. The Permit Holder shall keep the sidewalks next to event site and within the event site open and clear for pedestrian traffic.
8. Canopies: Max 10 x 10 size and measures to secure must approved in advance by the Fire Marshal. Canopies will be removed immediately if winds exceed the limit to safely secure them.
9. The Town Manager or his designee may suspend permission for this event due to construction activities, failure of the Permit Holder 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. No guns, fire, balloons, alcohol, or pets allowed.
10. The Applicant shall provide a written notice, which has been approved by the Town, to all properties within 300 feet of the event site by March 8, 2023 for approval prior to distribution, and confirm in writing which properties have been notified.
11. At least thirty (30) days prior to the event, the Applicant may be required to 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 bodily injury, and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage with thirty (30) days written notice required for cancellation.
12. The event will be operated so as not to violate the Town's Code with special care regarding the noise levels in Chapter 13.
13. Upon showing by the Permit Holder of a valid reason, the Town Manager may approve minor logistical or site plan changes that are consistent with the Commission's past policy direction on special events.
14. The Town Manager may suspend permission for this event due to failure of the Applicant to comply with the terms and conditions of the Town's event

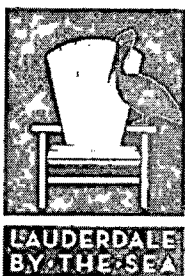
permit, for health or safety issues, or for the best interests of the Town.

15. The onsite Town representative may terminate an event due to the Applicant not complying with the terms and conditions of the Town's event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the event site.

Exhibits:

Ex. 1 Special Event Application for LBTS VFD Easter Egg Hunt on Saturday, April 8, 2023

Ex 2. Chapter 17-3.1.1



SPECIAL EVENT APPLICATION INFORMATION

For your event to be considered by the Town Commission, a **fully completed** application must be submitted **at least** 60 days prior to the date of the event.

This application is available in Word format at www.lbts-fl.gov/town/docs.htm. If possible please use the Word document and your computer to complete the application.

An application is not considered complete unless it includes:

1. A full description of the proposed event,
2. A detailed site plan (*very important!*),
3. All required documents, and
4. The application fee.

A meeting with Special Events Permitting is required before submitting a Special Event Application. Questions? Call our Special Projects Coordinator at 954-640-4200 or email debbieh@lbts-fl.gov.

Payment of Special Event Permit fee is required at the time of Application submission via hand delivery or by mail to:

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

A Special Event shall be approved by the Town Commission before an event is advertised to the public. A special event is defined as a concert, festival, race, walk, carnival, show, exhibition, parade, or any other similar outdoor event whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, ***to which members of the public are invited as participants or spectators.***

Please review the Town's special event requirements by clicking on: https://www.Special_Event_Requirements
Or download a copy of the Special Event Requirements from our website and review them before submitting your application.

Important to remember:

1. Your event is approved by the Town Commission with "Conditions" that must be met or your event is cancelled. READ and understand the Conditions. *Talk with us if you have questions.*
2. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction, providing the Town evidence of all required insurances, and providing evidence of organization and/or charity.
3. You have to file all of the required documents shall be provided not later than 30 days prior to the event date or the event authorization terminates (unless prior arrangements have been approved by Town).
 - a. Insurance
 - b. Vendor lists and licenses
 - c. File site plan

4. Parking is limited in Lauderdale-By-The-Sea, and will be a consideration when approving your event.
5. You may have to obtain permits from the Building & Fire Departments to meet Florida Building Code and Fire Code standards.
6. You are responsible for securing and paying for all fees, licenses, and permits required by any governmental agency having jurisdiction.

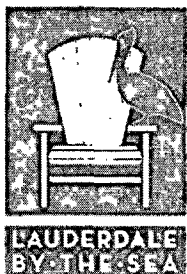
I (Applicant) have read and fully understand the above:



Signature of Applicant

Print Name: Jordon Hoppe

Event Name: Easter Egg Hunt



SPECIAL EVENT APPLICATION

Submit this completed application at least 60 days prior to the proposed date of your event.

DETAILED SITE PLAN REQUIRED (see details at end of application)

Site Plans often do not include details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

Once you have completed the written portion of the application, provide a Site Plan on the last page or attach separately to this application.

Name of Event: Easter Egg Hunt

Event Purpose, Description and Activities: Children Hunt Plastic Eggs

New Event ☐ or Returning Event ☒ Previous Attendance 150

Day(s) and Date(s) of Event: 4/8/2023

Proposed location of the Event (location, streets, landmarks):

Park across from Fire Station

How many people do you anticipate on site at any peak time?

Participants: 75 #Spectators 75 #Adult volunteers:

Please complete the following table:

Activity	Day	Time
Start of set-up:	<u>SAT 4/8</u>	<u>7:00 AM</u>
Start time of the Event:	<u>SAT 4/8</u>	<u>10:00 AM</u>
EVENT		
End time of the Event:	<u>SAT 4/8</u>	<u>11:00 AM</u>
Start of Clean up:		
Clean-up completed by: (Site restored to original condition)	<u>SAT 4/8</u>	<u>NOON</u>

Name and address of host or sponsoring organization:

Is applicant a Non-Profit Organization?

YES NO

Please attach Organization's proof of 501c3 IRS exemption, background, history, accomplishments, and other events:

Person submitting Application ("Responsible Party"):

Name: *Judson Hopping*

Mailing address:

Phone:

Mobile phone: *954 868 7776*

Email: *Shopping@LBTSFine.com* Fax:

Representative(s) who will be at each day of the event:

Name(s):

Mailing address:

Phone:

Mobile phone:

Evening phone:

Fax:

Email:

Add information as necessary:

Will you have an event contractor or planner?

YES ☒ NO

If yes, please provide the contact information of your event contractor (event planner)

Name:

Company Name:

Business Address:

Company Email:

Phone Office:

Phone Mobile:

List contractors that will be on site before, during or after the event (use separate page if needed) – final list required 30 days prior to event.

Request for Town Involvement:

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

If yes, describe services requested, if any:

Setup Fence (orange) on park

STATEMENT OF BENEFIT

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 here or attached to this application.

If the Town is a sponsor or co-sponsor of the event, the Applicant shall keep financial records of the event sufficient to document all revenues and expenditures. These records shall be available at reasonable time within Broward County for inspection by the Town.

(Insert here or denote if attached)

FEES

Are there fees or donations collected on site from the participants or spectators?

YES NO

If yes, provide details:

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 the immediate termination of the source of the noise and may be grounds to terminate the event.

Do you plan to use amplified sound? Provide details, time and location, and if you require electrical connections for:

 Proposed amplified sound/speaker system:
NO Proposed live music: List genre, type, ambiance:
 Planned recorded music
 Do you require electrical connections for any of the above? Please give details:

CLEAN EVENT STANDARDS

Keeping the event area clean during the event and immediately following the event, including trash removal, walkways, and streets, is the responsibility of the applicant. See Clean Up Deposit under Conditions

Please note that, except for very small events, all events shall provide a recycling plan and follow recycling requirements. See Recycling Requirements under Conditions. For more info email recycle@lbts-fl.gov.

Name the contractor or organization (including contact information) who is responsible for your Event's recycling:

Name:

Email:

Address:

Daytime phone:

Mobile phone:

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, canopies larger than 120 sq. ft., multiple canopies without separation, and stages require a building permit. The use of tents or large canopies require approval of the LBTS Fire Marshal and are required to have building permits obtained via LBTS Building Department prior to Event. Manufacture labels are required to be attached to the tents and canopies.

Rental agencies shall provide documentation of the flame spread labeling of 25 or less submitted with application. All canopies larger than 120 sq. ft. shall submit copies the manufacture's labels attached to the tents or canopies with 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 Site Plan. List sizes and numbers of each:

Tents: _____
Canopies: _____ *NO*
Stages: _____
Bleachers: _____ list size and max load:

UTILITIES

All utilities requirements shall be approved by the Director of Development Services and the Fire Marshall prior to Application submission to Town Commission.

Depending on location of event, electrical and/or water may be available from the Town for a fee.

*Electrical Requirements: Electrical work requires an Electrical Building Permit.
Generators over 5KW require an Electrical Building Permit.
A Florida Licensed Electrical Contractor is required to obtain permits.*

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. Contractor is required to schedule and successfully complete inspection of work prior to Event opening. Florida Building Code 101.4.1, 105.4.5.

Will any **electrical equipment be installed** in conjunction with the Special Event? (i.e. lighting in tents, outlets for cooking, stages, etc.) Yes *NO*

If the Event requires the following on public property, list what equipment is to be installed and locations (include voltage, amperage, and phases of wiring) as well as company name providing the equipment. Describe below, include location and use, and also include locations on Site Plan:

_____ Electrical power:
_____ Water:
_____ Gas, propane, BBQ grills, generators:
_____ Fuel Storage:

SIGNAGE

All signage shall be included in the application if you wish to exceed the Town Code requirements. Signage shall be reviewed by Development Services (LindaC@lbtts-fl.gov) before Application is submitted to Town Commission). No signage shall be installed without permit.

Information on signage shall include location, colors, size and number of signs. Indicate signage to be placed in any right of way that directs traffic to the Event and their approximate size.

Are you requesting permission to erect signage for this Event?

YES *NO*

For each sign please provide:

Description, number of signs, proposed dates, location, size of signs in square feet and letter size:

Include sign locations on detailed Site Plan or attach a separate sheet.

RESTROOMS (show on Site Plan)

The number of portable toilets required depends on the number of attendees, length and type of event, as determined by the Building Official.

Local businesses that have more than the required number of restroom facilities that allow their facilities to be used may count towards the extra restroom facilities required.

If Event is downtown, permit holder is required to obtain written approval from restaurants to allow participants to use their restroom facilities.

Number of restroom facilities required by Town: TBD

Number of additional restroom facilities, and type, that will be on event site: 0
(Show on Site Plan)

STREET CLOSURES

Street closures may be required at the Event's expense

Are you requesting that any public streets be closed for the Event? YES NO
I don't know, please advise

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

TRAFFIC CONTROL/BARRICADES

A traffic control contractor may be required for events which require barricades or traffic control signage.

Please list your traffic control contractor, if applicable:

VEHICLES

Vehicles are not allowed to drive or park on Town property or park grounds due to damage to underground irrigation systems and to the sod. Applicant shall be responsible for restoration of any damage to Town property.

Are you requesting to drive or park on town property or park grounds: YES NO

If you are requesting that vehicles be permitted to drive or park on Town property, please indicate the type(s) of vehicles, the locations, and times they would be parked. Must be approved by Town's Parking Department prior to Event.

LOADING/UNLOADING: If you are requesting that vehicles be permitted to load/unload in non-metered areas, please indicate the location and times loading and unloading would occur:

TRAFFIC CONTROL PLAN

Parking exemptions shall be approved by Assistant Town Manager prior to Application submission to Town Commission). Town may block spaces for safety and other reasons at the expense of the Event.

Include detailed Site Plan indicating how on and off street parking will be accommodated.

Are you requesting the reservation of any Town parking meter spaces for the Event? YES NO

If yes, provide the meter numbers on the Site Plan and purpose for which they will be used.

Behind Town Hall only

All parking meter fees are paid 30 days prior to the event.

OFF DUTY POLICE/CODE COMPLIANCE OFFICERS

Off duty police officers are required, at the applicant's expense, for street closures, events with alcohol, or large crowds, as determined by the Sheriff's Department. Large events may require a code compliance officer to ensure compliance with Town 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

CONCESSIONS:

A no-compete clause pertaining to local restaurants will be required where applicable.

Are you planning to have any type of concessions?

YES

☒ NO

If YES, has the Florida Health Department approved the food vending Site Plans?

YES

☒ NO

If yes, is the food provided by a Non-Profit _____ or For Profit _____ organization?

Is the food free of charge _____ or for sale _____

Do all food vendors have a temporary food service permit?

YES

☒ NO

Please list the types of food that will be served:

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

Charcoal Grills _____

Sterno _____

Fryers _____

Open fires _____

Propane Grills _____

Refrigerators _____

Smokers _____

Hoods _____

Concession trailers _____

Warmers _____

LP Tanks _____

Other _____

Provide details of dispensing locations here and on Site Plan

ALCOHOL

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

Are you planning on selling alcoholic beverages at the event?

YES

☒ NO

If YES, has a liquor permit been obtained from the State of Florida?

YES

☒ NO

Provide details of dispensing locations here and on Site Plan

Provide contact information for all license holders that will be serving alcohol:

VENDORS

A list of all vendors their company name is required for initial approval and final list is required 30 days prior to event and subject to approval (add here or on separate page, and vendor location on site Plan):

Name

Company

Vendor Type

ANIMALS

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

Are animals included in your event? Easter Bunny
If yes, please give details:

☒ YES ☐ NO

FIREWORKS

(Fireworks require a separate permit approval process and application)

Are you requesting approval to discharge fireworks at the event?

YES ☒ NO

SALE OF MERCHANDISE

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

YES ☒ NO

List items for sale:

RIDES

Rides or other amusement may require a State of Florida inspection

Copies of contracts with any provider of rides, mechanical devices and amusements shall be submitted to the Town at least 30-days prior to the event.

Are rides to be included in the Event?

YES ☒ NO

If yes, please provide the number and description of each type:

Mechanical/Electrical:

Inflatable (bounce house etc.):

Manual (slides, trampolines):

Other:

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. Sea turtles and fish often mistake the balloons for jellyfish, eat them and die when their stomachs become blocked. Birds can become entangled in the balloon strings and drown. To help reduce the threats caused by balloons, I agree that there will be no release of balloons at this event and I have been informed that the release of balloons is illegal under Florida Statute 379.233. Balloons may be used for decorations at an event but they must either be deflated or taken home at the end of the event, NEVER released into the air. 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



FIRE WATCH or EMS ONSITE

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

First Aid facilities may be required by Town at Event's expense. Initial ph

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 bodily injury and \$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 the Town at least 30 days prior to the Event date.

Talk to Town Staff representative if your Event proposes serving alcohol or having fireworks about insurance requirements, as both require additional insurance.

Do you and all parties involved have the required insurance coverage needed for this Event?

YES NO

EVENT CONDITIONS

Approval for this Event shall expire without future action of the Town if all documents such as but not limited to insurance certificates, health and liquor licenses, BSO police detail contract(s), Fire Marshall or Development Services approvals, MOT Plan, Solid Waste Plan, final Site Plan, any monies due to Town, and other material requirements are not submitted at least 30 days prior to the Event.

Copies of State and County licenses for all vendors and contractors shall be filed with the Town 30 days in advance of the Event. (Final list of vendors and their locations shall be submitted to the Town no later than two weeks prior to the event unless otherwise approved in advance by Town)

If the Event is approved by the Commission, they will establish the Event conditions that the application shall abide by during the Event. Standard Conditions shall include, but are not limited to the following:

1. Permission for this Event may be suspended or modified by the Commission, Town Manager or his designated Staff.
2. Turtle Clause: If any of the set-up will take place on the beach sand please avoid any marked sea turtle nests with a minimum buffer of 30 feet.
3. Setup of the Event will start at about 7Am and the area will be cleaned and open by 11Am
4. The Police Chief shall specify the number of BSO detail officers needed for traffic and crowd control. The Applicants shall contract with BSO Detail Office for the detail BSO deputies within ten (10) days of receiving Event approval.

5. The Police Chief shall approve the Applicant's Maintenance of Traffic Plan (MOT), if one is required.
6. The Applicants shall submit a solid waste and recycling plan for approval at least 30 days prior to the Event to the Municipal Services Director. The Applicant shall provide additional waste receptacles and recycling bins. During the event as needed and at the end of the event, the Applicant shall empty all of the waste receptacles and recycling bins and pick up litter within the event site and 100 feet of the site.
7. All signage will be approved and permitted with Development Services at least 30 days prior to the event
8. All related Fire Marshall and Building Official's related requirements have been approved
9. Provide proof of additional restroom facilities ordered at least 30 days prior to event
10. The event and its approved sound systems shall be operated so as not to violate the Town's Code, including and especially Section 13-6, Noise Limitation. All music shall end promptly at ____ pm.
11. The event site shall be organized in a safe manner to protect attendees. All electric cords and similar material shall be covered so as to not pose a hazard to the public or event staff, or will be battery operated.
12. Parking Requirements have been identified, fees paid and listed on site plan
13. The Applicant shall provide a written notice to all properties affected by this event by (date), (30 days in advance) for approval prior to distribution; and confirm in writing which properties have been notified.
14. Clean up Deposit may be imposed, based on the final Site Plan, and due two weeks prior to the event.
15. Clean up fee starting at \$150 will be charged if area is not cleaned to Town standards.
16. Final Site Plan must be presented for approval at least 48 hours in advance of the event.
17. Streets and sidewalks will be free of any debris and cleaned at the end of tear down.
18. A Damage Deposit may be imposed, based on size of event and location.
19. There will be no release of balloons at this Event.
20. Any inspections or work required by Town Staff after normal working hours will incur additional costs set forth by the respective department.
21. Upon showing by the Applicant of a valid reason, or if required by the Town, the Town Manager may approve minor logistical changes that are consistent with the Commission's policy direction on special Events.
22. The Applicant shall meet the following minimum insurance requirements per Ordinance 2015-06, which may be modified by action of the Town Commission for a specific Event:
 - a) Prior to issuance of the requested permit, proof of commercial general liability insurance, whether through a single policy, or a combination of policies, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.
 - 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 shall provide for the Town to receive 30 days' written notice prior to any cancellation, non-renewal or material change in the coverage provided, unless the insurance company refuses to provide such notice, as evidenced by affidavit of the policy holder or written documentation from the insurance company. In any Event, the Applicants shall 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 shall be issued as part of any required policies. The Applicants shall provide an original certificate of insurance as evidence of continued coverage prior to any annual renewal of the permit. Failure

to comply with these requirements shall justify a denial, suspension or revocation of the requested approval by the Town Manager or designee.

- d) 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 Applicant (the "sub-applicant"), the sub-applicant shall provide insurance and indemnification meeting the requirements of this Section under which the Applicant is applying, as if they were the Applicant and shall be held responsible for compliance with the Town Code as if the sub-applicant were the Applicant.
 - e) If applicable, at least thirty (30) days prior to the first Event, the Applicants shall provide a Certificate of Liquor 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 bodily injury and \$1,000,000 per occurrence and \$2,000,000 general aggregate for property damage, which provides coverage for each Event authorized by this permit. The Certificate shall specify that the Town will be given at least thirty (30) days written notice of any cancellation.
23. In the Event that insurance certificates, licenses and other material requirements are not provided by the required dates, the approval for this 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.
24. Applicant shall owe no monies to the Town at the time of the Event. There shall be no past due fines, moneys, fees, taxes or other charges owed to the Town by the current or past property owners or operators requesting the special Event permit. A special Event permit will not be issued until all past due debts to the Town are paid in full.
25. The Town Manager may suspend permission for this Event due to failure of the Applicants to comply with the terms and conditions of the Town's permit, due to conflicting activities, for health or safety issues, or for the best interests of the Town.
26. The onsite Town representative may terminate an Event due to the Applicant not complying with the terms and conditions of the Town's Event permit, for health or safety issues, and for such as but not limited to, crowds that exceed the capacity of the Event site.

INDEMNIFICATION

Applicant shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising directly or indirectly from this Special Event and resulting or accruing from any intentional act or any negligent act, omission or error of Applicant which in turn results in or relates to injuries to body, life, limb or property sustained in, about or upon the Special Event Area, and arising from the use of the Town property.

Applicant shall defend, at its sole cost and expense, any legal action, claim or proceeding instituted by any person against the Town as a result of any claim, suit or cause of action accruing or in any way arising out of this Special Event Application for injuries to body, life, limb or property as set forth above.

Applicant shall save the Town harmless from and against all judgments, orders, decrees, attorneys' fees, costs, expenses and liabilities incurred in and about any claim, and the investigation or defense of them, which maybe entered, incurred or assessed as result of the foregoing.

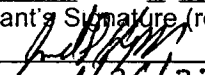
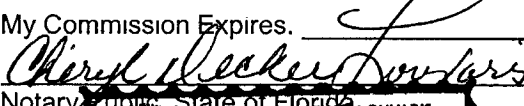
PERMISSION OF THE PROPERTY OWNER

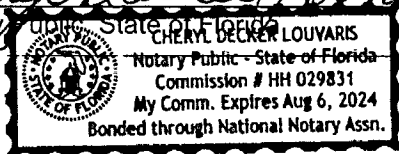
Applicant's and Property Owner's Certification

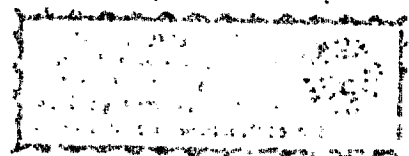
An event held on property that is not owned by the applicant requires the permission of the property owner, which is granted by having the property owner sign this special event application.

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.

Applicant	Property Owner
I understand the Town's requirements to hold a special event and the information provided in this application is complete to the best of my knowledge	I give the applicant permission to use my/our property for the proposed special event and I understand the Town's requirements to hold a special event and the information given by the applicant is complete to the best of my knowledge.
Applicant's Signature (required): 	Property owner's Signature (required): _____
Date: <u>1/26/23</u>	Date: _____
Applicant's (Print information below) Name: <u>LBT FIRE DEPT</u> Title: <u>FIRECHIEF</u> Organization: Telephone: <u>954 868 7776</u> Mobile: Email: <u>Shopping@LBTFire.com</u>	Property Owner's (Print information below) Name: Title: Organization: Telephone: Mobile: Email:
STATE OF FLORIDA. COUNTY OF BROWARD:	STATE OF FLORIDA: COUNTY OF BROWARD:
SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida, by <u>JASON HOPPING</u> who is personally known to me/provided <u>FL DRIVERS LIC</u> 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: <u>_____</u>  Notary Public, State of Florida	My Commission Expires: _____ _____ Notary Public, State of Florida





SITE PLAN DETAILS

Site Plans often do not include the details that are necessary to approve an application or to issue a permit and delays are caused by rejections of initial applications.

The following details are intended to be a guide to assist you in developing a Site Plan. A current survey of the property is most helpful. If a survey is not available, a drawing depicting the area of the Event should include these details, as necessary. More than a one page Site Plan may be included in your application if details of specific areas are important to your Event

*A detailed map of the Event site identifying location of each of the following **MUST** be drawn here or attached to this application prior to submission. Dimensions are required to determine if available site will support all of the proposed activities.*

Cooking Areas need to be separated from public areas with fences or barricades

Canopy, tents or other covers. locations should include the size, type, & (shelter, vending, food, EMS)

Location:

The site of the event, with streets, parks and other landmarks identified

Routes for races, parades, etc.

Traffic routing and road closures

Ticket Kiosks

Access control points

Signage (*shall be approved by Development Services prior to Application submission to Town Commission*)

Signs (location, size, color and wording)*

Public Services:

Fire lanes (emergency access for fire equipment and EMS)

Restroom facilities (incl. Portable & Private)

Locate electrical equipment, permanent and temporary (temporary electrical installation (must be to code and approved by Town)

Trash and Recycling receptacle locations

Smoking and No Smoking areas

Pedestrian walkways

Garbage Cans

Recycling Bins

Hazard/ Precautions:

Hazards at the site (ditches, construction areas, obstructions to pedestrian traffic, bodies of water)

Fencing, barriers, barricades, walls, gates, etc.

Gasoline, propane, grills, fire, charcoal, generators, any other flammable fuel

Fuel Storage and dispensing areas

Fire Extinguishers Minimum size 4A/10BC one every 75 ft. of travel. If cooking, Class K or 1 40BC rated Fire Extinguisher for every cooking station or canopy (at discretion of Fire Marshall)

Generators (shall be approved by Fire Marshall in advance)

Event:

Canopies, tents, stages (types shall be specified) locations for sales, food service, etc. *Large tents will require Fire Marshall approval of illuminated exit signs and fire extinguishers*

Vendor locations (booths or tables and approximate size, (Vendor's company names phone numbers and email addresses required on separate page at least 48 hours in advance of the Event)

Restrooms – Portable and Private

First Aid facilities

Trailers, storage, sleeping facilities, service boxes, displays, etc.

Alcohol serving/consuming areas

Rides and Amusements, Rides, demonstrations, performance areas and stages including Musicians and Artists

Parking:

Parking areas, location, parking spaces, and parking space numbers that will be blocked; to load/unload before, during or after the event and the amount of time for each occurrence

Code or Security Enforcement (paid by Event)

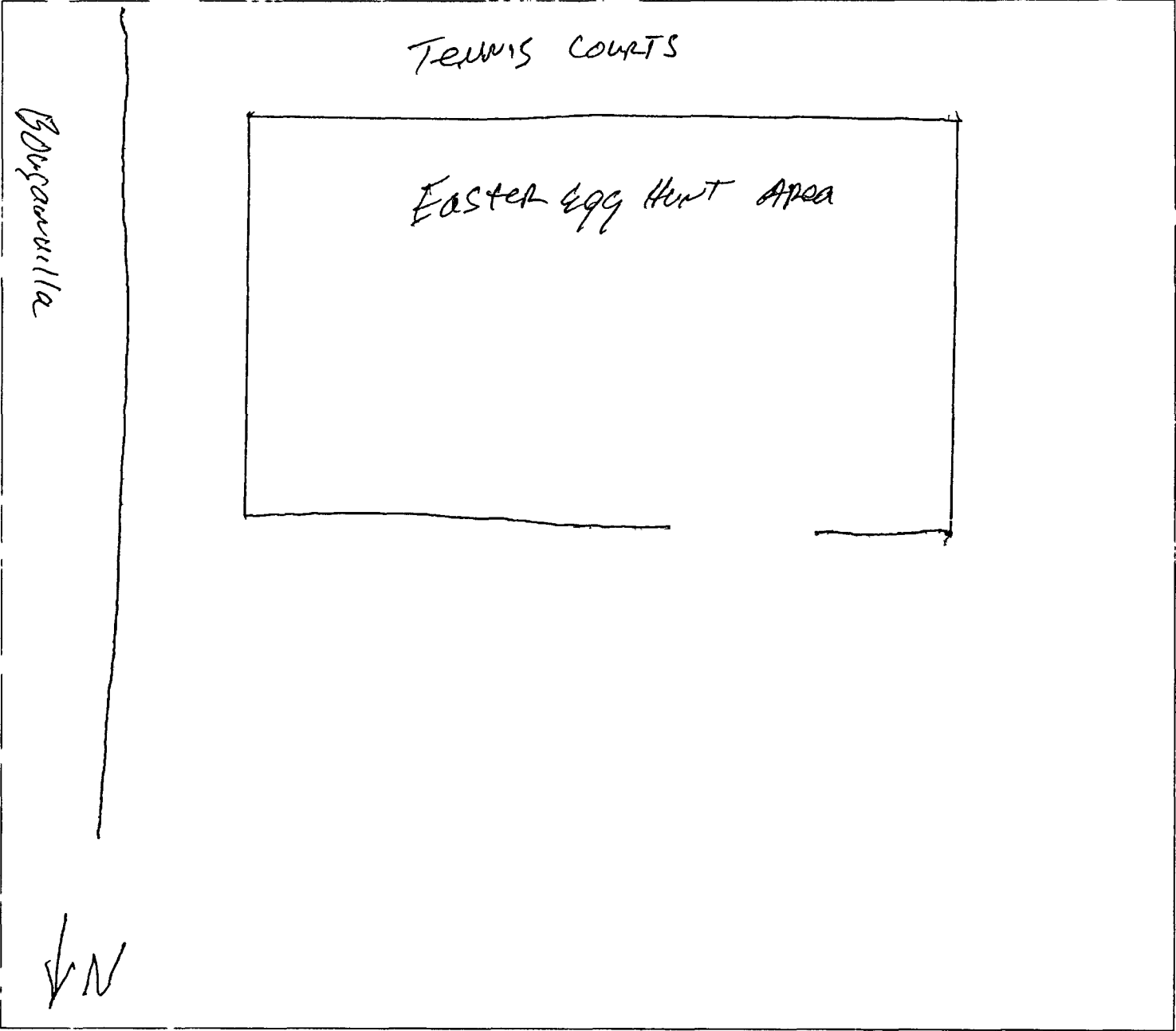
EMS stand-by or Fire watch areas (include first aid stations)

Police Off duty police officers (if known)

DETAILED SITE PLAN

See above for inclusion examples

A detailed map of the event site identifying location of each of the following **MUST** be drawn here or attached to this application prior to submission. Dimensions are required to determine if available site will support all of the proposed activities.



Applicant's Certification

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 shall be submitted in writing.

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.

Judson Hopping
Applicant's Signature (required)

1/26/23
Date

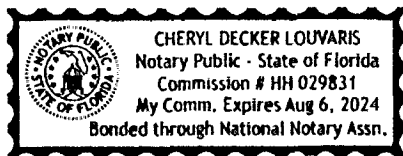
Judson Hopping Fire Chief
Applicant's Printed Name and Title/Organization

954-868-7776
Telephone Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public of the State of Florida,
by *Judson Hopping* who is personally known to me/provided
FL DRIVERS LIC. as identification and who did/did not take an oath.

Cheryl Decker Louvaris
Notary Public, State of Florida
My Commission Expires:





C26220-

QP ID: JD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/30/2023

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

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

PRODUCER VFIS of Florida 1500 NW 11th Street Boca Raton, FL 33486 VFIS of Florida	800-233-1957	CONTACT NAME: Joanne Dedrick PHONE (A/C, No, Ext): 800-233-1957 FAX (A/C, No): 800-729-8347 E-MAIL: Jdedrick@vfis.com ADDRESS:
INSURED Lauderdale By The Sea Volunteer Fire Department, Inc. 4513 Ocean Boulevard Lauderdale B/the Se, FL 33308		INSURER(S) AFFORDING COVERAGE INSURER A: Nat'l Union Fire Ins Co of PA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☒ Prof Health Care Liability GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PRO ☐ LOC OTHER	X	VFNU-TR-0022064	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		VFNU-TR-0022064	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED RETENTION \$		VFNU-TR-0022064	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 8,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE ☐ OTH ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

Easter Egg Hunt - Friedt Park - April 8, 2023.
Certificate Holder is an additional insured for General Liability per policy form VGL101.

CERTIFICATE HOLDER

CANCELLATION

Town of Lauderdale-By-The-Sea 4505 N. Ocean Drive Lauderdale-By-The-Sea, FL 33308	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE VFIS of Florida
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ARTICLE VIII. SPECIAL EVENTS

Sec. 17-111. Permit required.

It shall be unlawful for any person to advertise to the general public a special event which requires a permit without first obtaining a permit as provided herein. It shall be unlawful for any person to hold a special event as hereinafter defined without first making application to the Town, paying the prescribed fee, and obtaining a permit for such special event. Special events shall not be permitted to be located or operated in the Town except as provided herein.

(Ord. No. 379, § 1, 7-9-96)

Sec. 17-112. Definitions.

[As used in this article:]

Special event shall mean a concert, festival, race, walk, carnival, show, exhibition, parade, and any other similar outdoor event whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, to which members of the public are invited as participants or spectators.

(Ord. No. 379, § 2, 7-9-96)

Sec. 17-113. Application.

All persons interested in conducting special events in the Town shall first submit an application on a form available from the Town. An application for a special event shall be filed along with the filing fee no less than 60 days in advance of the beginning date of the event and shall contain the following:

- (1) A detailed description of the location of the event, the hours of operation, and length (in number of days) of the event.
- (2) If the special event, or any part thereof, is to be held only on private property, an affidavit from the owner(s) of the property on which the event is to be conducted stating that the owner(s) has legal title to the property, consents to the event, and will be responsible for cleanup of the property following the conclusion of the event. If the special event is to be held on public property, in whole or in part, an acknowledgement by the applicant that the applicant is responsible for cleanup of public property unless cleanup is otherwise assumed by the Town.
- (3) If the event will include amusement rides, a copy of any contract between the applicant and any person providing a ride, mechanical entertainment or amusement device, together with a valid County or State business license. No carnival operation shall be permitted to begin erecting its activities until the issuance of a special events permit.
- (4) The names and addresses of all financial sponsors of the event.
- (5) The names and addresses of all charitable or not-for-profit organizations which will receive any portion of proceeds from the event.

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- (6) A statement from the applicant that it has the ability to provide the insurance required in section 17-9(3). Proof of such insurance shall be provided prior to issuance of the requested permit.
 - (7) An indemnity and hold harmless certificate in favor of the Town in a form approved by the Town Attorney.
 - (8) For any event including a display of fireworks, as defined in F.S. § 791.01(4), all of the following shall be required:
 - a. The applicant shall provide evidence that the fireworks display will be supervised and operated by one or more persons trained in pyrotechnics, and provide applicable licensing information for such operators.
 - b. The applicant shall provide a detailed description of the proposed location of the fireworks display and demonstrate that the location will not pose a hazard to any structure.
 - c. A statement from the applicant that it has the ability to provide the insurance required in section 17-9(3) and a general liability insurance policy of not less than \$5,000,000.00 per incident for all claims related to fireworks. Proof of such insurance shall be provided prior to issuance of the requested permit.
 - d. The applicant shall list the approximate number and kinds of fireworks to be discharged.
 - e. Time and duration of the display.

(Ord. No. 379, § 3, 7-9-96; Ord. No. 422, § 2, 7-29-99; Ord. No. 2007-06, § 2, 4-10-07; Ord. No. 2011-16, § 2, 8-23-2011; Ord. No. 2014-04, § 3, 6-24-2014; Ord. No. 2014-12, § 2, 8-23-2014; Ord. No. 2015-06, § 2, 8-11-2015)

Sec. 17-114. Review of application.

- (a) The Town's administrative staff shall review all applications at time of submission. No application shall be accepted if it fails to provide any of the above required information.
- (b) Following acceptance of an application, the Town's administrative staff may request additional disclosure to substantiate the veracity of the information disclosed in the application. If any information is determined to be inaccurate or incomplete, the application shall be returned to the applicant for correction.
- (c) Following acceptance and review of the application, the Town Administration shall submit the application, any supporting documentation thereto, together with any recommendation of the Administration to the Town Commission for review and approval. The Town Administration's recommendation shall address conditions on the operation of the special event including, but not limited to:
 - (1) Limitation on the days and hours of operation.
 - (2) Posting of surety, letter of credit, or cash bond to cover post-event cleanup, repairs, or unpaid utility charges.
 - (3) Provisions for sanitary facilities.
 - (4) Provisions for electrical and building inspections.
 - (5) Provisions for security.
 - (6) Provisions for the regulation of alcoholic beverages.
 - (7) Provisions for noise and pollution control.
 - (8) Provisions for comprehensive general liability insurance, naming the Town as an additional insured, or other insurance as deemed necessary.

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- (9) Provisions for traffic control and street closure.
 - (10) Whether, upon considering the location of the proposed special event, the potential impacts upon neighboring properties, and the day of the week on which the special event is proposed to occur, it is in the best interests of the Town to allow the playing or broadcasting of live or recorded music until 10:30 p.m.
 - (11) The location and the hours during which the display shall be permitted.
 - (12) For any event which includes a fireworks display, the applicant shall comply with any additional conditions as may be required by the Chief of the Fire Department, including attendance of Fire Department personnel during the display. Any costs of providing Fire Department personnel to comply with the conditions of the approval shall be the responsibility of the applicant.
- (d) Notwithstanding the foregoing, the Town Administration may recommend denial of a permit for a special event, and the Town Commission may deny the application, on any of the following grounds:
- (1) The application for permit (including any required attachments and submissions) is not fully completed and executed;
 - (2) The application for permit contains a material falsehood or misrepresentation;
 - (3) The applicant is legally incompetent to contract or to sue and be sued;
 - (4) The application or the person on whose behalf the application for permit was made has on prior occasions damaged Town property and has not paid in full for such damage, or has other outstanding and unpaid debts to the Town;
 - (5) For a special event on public property, if a fully executed prior application for permit for the same time and place has been received, and a permit has been granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the particular park, or other public property or part hereof;
 - (6) The use or activity intended by the applicant would conflict with planned programs organized and conducted by the Town;
 - (7) The proposed use or activity is prohibited by or inconsistent with the uses of the park or other public property;
 - (8) The use or activity intended by the applicant would present a threat to the health, safety or welfare of the applicant, other users of the park or other public property, Town employees or the public;
 - (9) The applicant has not complied or cannot comply with applicable licensure requirements, ordinances or regulations of the Town concerning the sale or offering for sale of any goods or services;
 - (10) The use or activity intended by the applicant is prohibited by law, or ordinances or regulations;
 - (11) The applicant or the person on whose behalf the application for permit was made has on prior occasions made material misrepresentations regarding the nature or scope of an event or activity previously permitted;
 - (12) The applicant has violated the terms or conditions of prior permits issued to or on behalf of the applicant; or
 - (13) The applicant has been issued a citation or notice to appear for a violation of section 13-6, "Noise Limitations," of the Code of Ordinances in connection with a prior permitted event;
 - (14) An application that includes a display of fireworks, as defined in F.S. § 791.01(4), fails to:
 - a. Comply with Florida Statutes;

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- b. Comply with the application requirements of this article; or
 - c. Receive approval from the Chief of the Fire Department.

(Ord. No. 379, § 4, 7-9-96; Ord. No. 2008-14, § 1, 6-11-08; Ord. No. 2009-14, § 2, 7-28-09; Ord. No. 2011-16, § 2, 8-23-2011)

Sec. 17-115. Issuance of permit.

No permit shall be issued by the Town until the special event has been approved by majority vote of the Town Commission. In granting approval, the Town Commission shall address the recommendations of the Town Administration.

No permit shall be issued until the conditions established by the Town Commission are reduced to writing and signed by the applicant.

(Ord. No. 379, § 5, 7-9-96)

Sec. 17-116. Town-sponsored and co-sponsored events.

The Town Commission may agree to sponsor or co-sponsor a special event. If an applicant seeks sponsorship or co-sponsorship by the Town, it shall include in its application a statement of how the Town will benefit from the proposed event, shall project any net revenues from the event, and contain a statement of how the revenues will be distributed. The Town Administration shall estimate the total cost of the proposed event in terms of expenditures, costs, lost revenues where applicable and projected revenues when anticipated.

The Town Commission's approval to act as sponsor or co-sponsor of the event shall include a provision stating the source of funds that the Town will use, if any in support of the sponsorship.

This section is not applicable to Town events organized and managed by the Town.

(Ord. No. 379, § 6, 7-9-96; Ord. No. 2011-16, § 2, 8-23-2011)

Sec. 17-117. Records.

The applicant shall keep safety inspection and financial records of the event sufficient to document all revenues generated by the event. These financial records shall be open for audit by the Town in the event the Town acts as sponsor or co-sponsor of the event.

(Ord. No. 379, § 7, 7-9-96)

Sec. 17-118. Penalty.

Each violation of this article shall subject the violator to a fine of \$500.00. Each day that a violation occurs shall constitute a separate violation of this article. Each day that a special event is advertised to the public without a permit being first obtained shall constitute a separate violation of this article.

(Ord. No. 379, § 8, 7-9-97)



Agenda Item No: 11.c

Town Commission Agenda Item Report

Meeting Date: February 14, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Consent

Agenda Section: Consent

Subject Title: Renewal of Town Contracts

Explanation: Section III.L.4. of the Purchasing Manual authorizes the Town Manager to exercise renewal options in Commission approved contracts after providing the Commission with notice of the Town Manager's intent to do so. It has been past practice to annually schedule a comprehensive review of all contracts that have a renewal option and present it to the Commission so that the Commission can provide feedback regarding which contracts, if any, they would like staff to rebid.

Table One lists contracts that are set to expire in 2023 and have additional renewals available. Staff is recommending renewal of these contracts.

Table One

CONTRACTOR	SERVICE DESCRIPTION	EXPIRATION DATE	RENEWAL OPTION
Carnahan Proctor & Cross	Engineering Consulting	3/15/23	One Year Renewal
Flynn Engineering	Town Engineering	3/15/23	One Year Renewal
Baxter & Woodman	Engineering Consulting	3/15/23	One Year Renewal
Miller Legg Stantec	Engineering Consulting	3/15/23	One Year Renewal
Stantec	Engineering Consulting	3/15/23	One Year Renewal
Via Planning	Engineering Consulting	3/15/23	One Year Renewal
Architectural Alliance	Landscape Architecture	3/8/23	One Year Renewal
Cartaya	Architect	3/29/23	One Year Renewal
CPZ Architect	Architect	3/29/23	One Year Renewal
Hansen Associates	Architect	3/31/23	One Year Renewal
Keith & Schnars	Engineering Consulting	3/29/23	One Year Renewal
R.J. Behar	Engineering Consulting	3/2/23	One Year Renewal
Avirom & Associates	Surveying & Mapping	3/2/23	One Year Renewal
Urban Bee Keepers	Apiary on Town Property	11/1/23	Two Periods of One Year Each
Bel-Air	Pressure Washing	5/29/23	One Year Renewal
Flynn Engineering	Engineering Consulting	8/28/23	One Year Renewal
Linda Strutt	Planning Services	10/19/23	One Year Renewal

Calvin Giordano	Planning Services	11/21/23	One Year Renewal
TeleVac South	Sewer Maintenance	12/10/23	One Year Renewal
Calvin Giordano	Code Compliance	12/30/23	One Year Renewal
Mainguy Environmental	Tree Trimming	5/3/23	Two Periods of One Year Each
Grau & Associates	Auditing	7/30/23	Two Periods of One Year Each
Savant Media	Webmaster Services	9/30/23	One Year Renewal
Ericks Consulting	Lobbyist Services	6/30/23	One Year Renewal
Spectrum Aerial	Photo & Video Footage	9/30/23	Two Periods of One Year Each
Dancemoves, Inc	Dance Instruction	11/6/23	One Year Renewal
Mind's Eye Day Spa	Yoga by the Sea	11/20/23	One Year Renewal

Table Two lists contracts that are expiring this year which staff is recommending for temporary extensions. Per Section III.L.5. of the Purchasing Manual- " At the discretion of the Town Manager, existing contracts may be extended beyond their specified expiration date for a period of up to ninety days for operational purposes if such extension is deemed by the Town Manager to be in the best interest of the Town. Extensions beyond ninety days require the approval of the Town Commission".. Staff is requesting that the Commission authorize the extension of these contracts for 180 days in order that upcoming projects are able to utilize these existing contracts in order not to delay any upcoming projects. Staff will be bringing an RFP for construction manager at risk in the near future.

Table Two

CONTRACTOR	SERVICE DESCRIPTION	EXTENSION LENGTH
State Contracting	Construction Manager at Risk	180 days
Man-Con	Construction Manager at Risk	180 days

Table Three are contracts that need to be updated to the current contract format. Staff is recommending a five-year contract with two two-year renewals.

Table Three

CONTRACTOR	SERVICE DESCRIPTION
Ideal Business Support	Minutes Writing
Thomas Ansbro	Magistrate Services

Attachments: N/A



Town Commission Agenda Item Report

Meeting Date: February 28, 2023

Submitted by: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: New Business

Agenda Section: NEW BUSINESS

Subject Title: Application for Relief of Code Compliance Lien at 1500 South Ocean Boulevard, Unit #1608 (Leisure Towers Condominium)

Explanation: The Town received a mitigation application (**Exhibit 1**) from property owner Mirtha Masias for the condominium unit located at Leisure Towers Condominium, 1500 South Ocean Boulevard, Unit #1608, on November 15, 2022.



Figure 1-Subject property

On October 13, 2021, a Town Code Compliance Inspector and the Town Building Official responded to the Leisure Towers Condominium in response to a report from the Property Manager of work without permits. The Building Official posted a Stop Work Order and the Town's Code Compliance Officer posted a Notice of Violation and Notice of Hearing for interior renovations of the unit without permits. Following is the property's violation and permit history.

Table 1: Violation and Permit History

Date	Narrative
09/14/2021	Unit 1608 in Leisure Towers Condominium was purchased by Mirtha Masias.
10/13/2021	A Notice of Violation and Notice of Hearing was issued for the violation of Florida Building Code (FBC) 105.1, work without permits. It was sent by Certified Mail to the owner's address of record as well as posted on the unit door and at Town Hall.
11/02/2021	Code Inspector Wienburg received a call from contractor Anthony Munoz, who advised he would apply for permits.
11/18/2021	At the November 18, 2021 Special Magistrate Hearing, the Magistrate found that a violation existed of work without permit. He issued a Final Order giving the respondent until January 26, 2022 to comply or a fine of \$100 per day would accrue beginning on January 27th. A Hearing Cost of \$50 was assessed. No one was present for the respondent.
01/27/2022	At the January 27, 2022 Special Magistrate Hearing, the Magistrate extended the Final Order comply-by date to February 23, 2022. No Hearing Cost was assessed. No one was present for the respondent.
02/24/2022	A fine of \$100 per day began to accrue. At the Special Magistrate hearing, the case was continued to March 24, 2022 with fines still accruing. No one was present for the respondent.
03/17/2022	Inspector Wienburg reached out to the contractor and advised him to attend the hearing to explain why a permit application had not yet been submitted.
03/24/2022	At the March 24, 2022 Special Magistrate hearing, the case was continued to April 28, 2022 with fines still accruing. No one was present for the respondent.
04/27/2022	Building management notified Inspector Wienburg and the Building Official of work going on inside the unit again, in violation of the posted Stop Work Order. The Building Official posted an unsafe structure notice and coordinated to have FPL pull the meter for the unit.
04/28/2022	At the April 28, 2022 Special Magistrate Hearing, the Magistrate certified the lien along with the unpaid \$50 Hearing Cost and an additional Hearing Cost of \$200. No one was present for the respondent.
05/19/2022	The property owner, Ms. Masias, came into the office and spoke with Code Inspector Wienburg, who explained that the lien was certified.
07/06/2022	Lien 21100009 was recorded in the Broward County Records, Instrument #118254274.
08/11/2022	After-the-fact Permit Application #LBS22-013133 for condo renovations was submitted to the Town. The application was denied by Structural, Plumbing and Fire, and the contractor was notified of comments to address on August 18, 2022. A second review cycle was completed successfully and the permit was issued on September 14, 2022.
09/14/2022	Code case #21100009 was complied. A fine of \$100 per day had accrued for 231 days, from January 27, 2022 through September 14, 2022. The fines totaled \$23,100, with an additional \$250 due in hearing costs.
09/30/2022	The Town received payment for the \$250 hearing costs.
11/15/2022	The Town received an application from the owner for mitigation of the code fines.

The Town is required by law to send certain code compliance notices to the mailing address that is listed with the Broward County Property Appraiser's Office at the time of the issuance, which was (and remains at the time of this memorandum) **MASIAS, MIRTHA H REINKENDORF, 162 LAKE MONTEREY CIR, BOYNTON BEACH, FL 33426**. Code Compliance sent the original Notice of Violation/Notice of Hearing to this address by Certified Mail; while the Certified Mail receipt ('Green Card') was returned to the Town, it was neither signed nor dated. However, the Notice had originally been posted at the property and at Town Hall on October 13, 2021. Code Compliance also sent the Order of Imposition of Fines to this address by Certified Mail, thus fulfilling the Florida Statutes' requirements for service of notice. Although not required by law, a copy of the Final Order was also sent by Certified Mail to the property owner's mailing address. Neither a signed Green Card nor the original mail piece were returned for the Final Order and Lien Order. To date, the USPS tracking tool shows both of these mail pieces as still in transit.

A summary of the case and the offered settlement is shown in Table 2. The applicant is requesting a 100% reduction in fines.

Table 2: Code Case #15110003 Fines Summary

Violation Description	Days In Violation	Daily Fine	Total Due	Settlement Offered	Reduction Requested
FBC 105.1 (Interior Renovations Without Permit)	231 days	\$100	\$23,100	\$0	100%

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

A. The nature and gravity of the violation.

The Town generally considers work without permit to be a serious violation, as the construction may have not been completed properly with all necessary inspections to ensure that the requirements of the Florida Building Code have been met. Additionally, workers were found inside the unit a second time, continuing the work without permits, which prompted the Building Official to have the unit's electric meter pulled.

B. Any actions taken by the Respondent to correct the violation.

Compliance was achieved by obtaining an after-the-fact permit to legalize the work.

C. The length of time between the previously ordered compliance date and the date the violation was brought into compliance.

Code case #21100009 was brought into compliance 231 days after the deadline listed in the Final Order. From the initial date of discovery, the violation existed for 337 days.

D. Any actual costs expended by the Respondent to cure the violation as provided by supporting documentation.

The fees to obtain the permit necessary to cure the violation totaled \$8,894.12. This included a \$4,472.00 after-the-fact fee and \$160 fee for fire plan reviews. Hearing costs of \$250 were paid, as well as the mitigation application of \$500. In her application package, the applicant provided documentation of additional costs expended to cure the violation, which totaled \$25,000 (\$24,000 lost to the first contractor, and a \$1,000 fine from the condominium).

E. Any other prior or current violations committed by the Respondent on the subject property or upon any other property owned by the Respondent within the Town.

There are currently no other properties owned by the Respondent in the Town.

Recommendation: Staff recommends the Commission hear from the applicant's representative, determine the appropriate mitigation amount for the lien, and require full payment of that mitigated amount within 30 days, by March 30, 2023.

Attachments:

Ex. 1 Mitigation Application

LAUDERDALE•BY•THE•SEA

APPLICATION FOR MITIGATION OF LIEN

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

The Town's policy and procedures for code relief are set forth in Resolution 2014-22, which is included at the end of this application. The applicant is required to read Resolution 2014-22 prior to submitting this application.

SECTION I. APPLICANT INFORMATION

Applicant's Name: MIRTHA REINKENDORF MASIAS

Applicant's Phone Number: (51)99351-4222 CELLULAR FROM PERU. COULD USE WHATSAPP

Applicant's Email Address: MREINKENDORF@EBDPERU.COM

Applicant's Mailing Address: 162 LAKE MONTERREY CIRCLE – BOYNTON BEACH

FLORIDA 33426

Applicant Questions

1. Have you read the attached Resolution 2014-22?

☒ Yes

☐ No

2. Are you the owner of the subject property?

☒ Yes

☐ No, I am the legal representative of the property or the owner in this matter and have attached supporting documentation of my position in relation to the property.



SECTION II. PROPERTY INFORMATION

Property Owner's Name: MIRTHA REINKENDORF MASIAS

Property Owner's Phone Number: (51) 99351-4222 CELLULAR

Property Owner's Email Address: MREINKENDORF@EBDPERU.COM

Property Owner's Mailing Address: 162 LAKE MONTERREY CIRCLE-BOYNTON BEACH

FLORIDA 33426

Property Questions

1. Is the property the subject of foreclosure or other legal proceedings?

☐ Yes (*additional information may be required to process the application*)

☒ No

2. Was the current owner also the owner at the time the violation occurred?

☒ Yes

☐ No, the previous owner's name was _____

3. Is the property currently homesteaded?

☐ Yes

☒ No, it is vacant.

☐ No, it is occupied by _____

4. Is the property currently for sale?

☐ Yes

☒ No



SECTION III. CASE INFORMATION

If there are multiple case numbers, please complete an additional page for each case

1. Case Number: 21100009
2. Reduced Payment Offer: _____
3. Did you expend costs to fix the violation?
☒ Yes (*must attach supporting documentation of costs*)
☐ No

SECTION IV. EXPLANATION AND SETTLEMENT OFFER

Justification of your Reduced Payment Offer amount must be provided for each case. Use this section to explain why the violation(s) occurred, actions you took to comply, and any relevant extenuating circumstances that contributed to the violation(s) or that delayed resolution.

Relevant factors you should consider include:

- The nature and gravity of the violation(s)
- Actions you took to correct the violation(s)
- The length of time it took to comply the violation(s)
- Actual costs you expended to cure the violation(s), (must be supported by documentation)
- Any other prior or current violations you committed on the subject property or upon any other property you own within the Town
- Whether there was any extraordinary hardship which existed or currently exists
- Whether the Applicant was the property owner when the fine or lien was imposed
- Whether the property is homestead or non-homestead property
- Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner

Violation occurred: I am a Peruvian 67 years old lady, widow (I live in Perú right now).

My son Karl, and I came to USA to buy an apartment with my retirement funds. Contracted an American company with American owner and I thought that as an American company will follow all the necessary rules and will have no problem. I trusted on him. I paid totally 24,000 dollars in advance to the constructor, he began the remodelation of the apartment without permit! He worked for 3 days only. I was on that time already in Perú. We did not know he was doing that. I also signed permit documents he sent to me.

Actions taken to comply: I personally came from my country specially to the first hearing at the City Hall, I really was very worry about this. After this extension, he was in charge of presenting all the documents needed that I signed. Mr. Munoz (the constructor) only has a few communications to me. I call almost all the days, and wrote mails, whatsapp, messages, etc that he hardly replied and told me that all was Ok because he was preparing the correct documents and he will solve all the problems.

I came 4 times from Perú to Miami (and could not use my apartment, the City Hall ordered FLORIDA POWER LIGHT (FPL) to remove my electric meter) in order to see how is going all and have meetings with Greg Wienbarg (Code Compliance) and Mr. David Lee several times, but Mr. Munoz make offers that he did not comply each time. Finally, I decided not to work with him any more by the reasons of the problems and that he was cheating me but I lost my money (USD 24,000) because he told me as I do not want to work with him any more he will not give my money back!!! It is incredible. It is crazy. After the time passed I finally took the decision to take another Constructor that was USD 30,000 higher in price than Mr. Munoz and began all from 0. He obtained the permits already and I paid the permit and fine to obtain the permit



which was USD 8894.12 (August 15, 2022, attached the copy). Another extra cost due to Mr. Anthony Munoz for not doing the things on time and right.

I really do not know If I could finish the remodelation, due to all the extra costs I am having and that are out of my budget and out of my possibilities. Till now I do not have electric meter! Because FPL is with a lot of burden and is taken his time to reinstall again.

I also have a fine from Leisure Towers Condominium Association of USD 1000.00 for working with the permit. I am attaching the document

Nature and gravity of the violation: work without permit. I was the owner of the apartment when the violation occurred, but I was in Perú waiting for the apartment to be ready. But it has passed almost a year and each time I came to see the apartment and the problems of the same I have to go to a friend home and pay for my stay, spend more money coming several times than expected. Having to pay higher airlines tickets to be in the hearing, and lost the tranquility of my life! I have paid money that was not on my budget as:

Higher costs of the materials due to the worldwide situation, pay fine of the permit, pay a higher amount for the new constructor, I bought a bed that cannot be delivered to my home and they will request to pay for the warehouse, and a lot of problems that you can't imagine. Besides of these I lost all the money I paid to Mr. Anthony Munoz. I do not have money to take a lawyer. The property is homestead.

I really do this purchase of the apartment because it was my dream but now it is my nightmare! I feel like it will never be possible to be there with my granddaughter.

I am attaching all the proof of the communications (mails/whatsapp, etc) I had with Mr. Munoz for you to see that it was not my intention to do this wrong, I want to do all ok. I came to your country all the years for almost 30 years and never had problems. I do the things always right and that is the reason I selected an American constructing company, just to be sure all will be done right, but all was the contrary, all was wrong!

I express my apologies for the problems caused, but be sure I do all to do the things right and not wrong. Please believe me, I am in an age that I want to have peace of mind and not problems.

SUMMARY:

- 1) I lost the money (advance payment of almost 50%) I paid to the constructor.
- 2) I paid extra expenses for coming several times to USA for the problems arose.
- 3) I paid fine to obtain the permit to the Town
- 4) I paid more to a new constructor for arranging the problems I had
- 5) I am paying more expensive materials
- 6) I have a fine imposed by the Condominium
- 7) I have a fine imposed by Town of LBTS
- 8) I lost a part of my lifetime and money from my retirement funds

SECTION IV. REVIEW AND SIGNATURE

IMPORTANT: Before you submit this application, please review it to ensure you have completed all sections in full and have included all required supplementary information.

Applicant's Affidavit

I HEREBY DECLARE that all information provided in this application is true and correct.

Applicant's Signature: _____

Printed Name: MIRTHA REINKENDORF MASIAS

CERTIFICO: QUE LA FIRMA QUE APARECE EN EL ANVERSO DEL PRESENTE DOCUMENTO CORRESPONDE A: **MIRTHA HAYDEE REINKENDORF MASIAS**, IDENTIFICADA CON D.N.I. N° 09140601, QUIEN FIRMA EN REPRESENTACIÓN DE **E-BUSINESS DISTRIBUTION PERÚ S.A.**, SEGÚN PODER INSCRITO EN LA PARTIDA N° 11203661 DEL REGISTRO DE PERSONAS JURÍDICAS DE LIMA; FIRMA QUE LEGALIZO SIN RESPONSABILIDAD SOBRE EL CONTENIDO DEL DOCUMENTO.- LIMA, 09 DE NOVIEMBRE DE 2022.




Ricardo Fernandini Barreda
Notario de Lima

SUMMARY OF COMMUNICATIONS WITH CONSTRUCTOR ANTHONY MUNOZ					
ITEM	FROM	TO	DATE	HOUR	SUMMARY
			1-Oct-21		CONTRACT FOR \$45,000
PAYMENT THRU BANK OF AMERICA	MIRTHA	ANTHONY	4-Oct-21	14:52	PAID THRU WIRE TRANSFER OF BOFA USD 20,000 IN ADVANCE
	ANTHONY	KARL	7-Oct-21	08:39	PERMIT APPLICATION (SENDS FORMAT TO BE FULFILLED TO REQUEST PERMIT FORM THE CITY.
	MIRTHA	ANTHONY	8-Oct-21	5:41PM	ENCLOSE THE DOCUMENTS (PERMIT APPLICATION) YOU REQUESTED ALREADY FULFILLED.
	ANTHONY	MIRTHA	11-Oct-21	14:22	PIDE SE SCANEE EL DOCUMENTO (PERMIT APPLICATION FIRMADO) PARA EL IMPRIMIRLO LUEGO
	MIRTHA	ANTHONY	11-Oct-21	14:31	I QUESTION IF THE DOCUMENT IS A NEW ONE.
TOWN OF LAUDERDALE BY THE SEA			13-Oct-21	12:00AM	CASE # 21100009. RECEIVE A LETTER OF CODE COMPLIANCE NOTICE OF VIOLATION AND NOTICE OF HEARING
					CITATION FOR HEARING NOV. 18, 2021 AT 5PM AT TOWN OF LAUDERDALE BY THE SEA JARVIS HALL.
	MIRTHA	ANTHONY	1-Dic-21	3:36PM	WE SEND THE DRAWING OF THE APARTMENT.
	MIRTHA	ANTHONY	1-Dic-21	15:44	WE SEND THE CORRECT DRAFT OF THE APARTMENT
	MIRTHA	ANTHONY	22-Feb-22	20:38	VERY WORRY I AM IN PERU RIGHT NOW. IT WAS SUPPOSED YOU PRESENT SOME DOCUMENTS LAST WEEK TO THE
					CITY HALL. FEB 24 IS THE AUDIENCE AGAIN IN THE CITY HALL OF FORT LAUDERDALE BY THE SEA, AND I DO NOT KNOW WHAT IS
					HAPPENING. YOU PROMISED TO SEND INFO ON FEB 17 BUT NOTHING! NEITHER NEWS WERE RECEIVED. I DO NOT
					RECEIVE YOUR REPLY TO MY WHATSSAPP OR MESSAGE OR EMAILS. THERE IS A VERY BIG PENALTY!
					SHOULD I BE WORRY? PLS RESPOND EARLY MORNING FOR MY TRANQUILITY.
	MIRTHA	ANTHONY	4-Mar-22	03:14PM	ANTHONY IS IMPOSSIBLE TO REACH YOU BY PHONE!WHATSAPP OR MESSENGER. WHAT CAN I DO TO HAVE A REPLY. I CAN NOT CONTINUE WITHOUT COMMUNICATION NEITHER NEWS ABOUT THE APARTMENT!
	ANTHONY	MIRTHA	9-Mar-22	09:57AM	NOW WE REQUIRE AN ASBESTO REPORT.APOLOGIES FOR NOT ANSWERING .I WILL KEEP YOU POSTED ON EVERYTHING.
	MIRTHA	ANTHONY	18-Mar		WHEN DO YOU EXPECT TO HAVE THE REPORT FROM THE ASBESTO COMPANY?
	ANTHONY	MIRTHA	18-Mar-22		I AM WAITING FOR THE ASBESTO COMPANY THAT I HAD TO HIRE TO COME OUT AND DO A REPORT.
	MIRTHA	ANTHONY	18-Mar	12:46AM	IT IS SUPPOSED YOU PRESENTED THE DOCUMENTS LAST FRIDAY. I DO NOT HAVE NEWS. PLEASE REPLY
	LEISURE TOWERS	MIRTHA	22-Mar-22	13:59	NOTE FROM MANAGER ABOUT CONSTRUCTION DEBRIS ON MY BALCONY.
					THEY GAVE 2 DAYS TO MOVE THE DEBRIS OR THEY WILL DO AND CHARGE TO ME THE COST.
	MIRTHA	ANTHONY	22-Mar-22	4:03PM	REQUEST ANTHONY TO MOVE THE DEBRIS IN 2 DAYS
	ANTHONY	MIRTHA	22-Mar-22	16:12	I WILL ARRANGE TO DO.
	MIRTHA	ANTHONY	22-Mar-22	16:33	GIVE ME AN UPDATE OF THE DOCUMENTS AND IF YOU HAVE PRESENTED TO THE CITY HALL FOR PERMISSION. WHEN DO
					YOU EXPECT TO HAVE THE AUTHORIZATION TO BEGIN THE WORK. IT IS URGENT FOR US TO KNOW. IT HAS PASSED SEVERAL MONTHS!
	ANTHONY	MIRTHA	2-Abr-22	11:01	ASBESTO QUOTE
					REQUEST USD 3500 FOR ARCHITECTURAL DRAWING AND \$ 1145 FOR ASBESTO REPORT. HE NEED THIS NEW PAYMENT TO
					MOVE FORWARD WITH THE REPORT AND THE CITY.
	MIRTHA	ANTHONY	7-Abr-22	8:42PM	TAKE A LOOK TO THE ENCLOSED DOCUMENTS (THE CONTRACT) IT SAYS PERMITS ARE INCLUDED (IN THE PRICE)
					LET ME KNOW TO FINISH THIS.
	ANTHONY	MIRTHA	8-Abr-22	16:50	YES, THE PERMITS ARE INCLUDED, BUT THE BLUE PRINTS & ASBESTO REPORTS ISN'T. PLS LET ME KNOW WE ARE WE GO
					FROM HERE AS WE NEED TO SCHEDULE.
	MIRTHA	ANTHONY	8-Abr-22	18:35	CAN I CALL YOU TOMORROW?
	ANTHONY	MIRTHA	8-Abr-22	19:18	YES
	BANK OF AMERICA		14-Abr-22	06:11	TRANSFER FROM MIRTHA FROM HER ACCOUNT OF BANK OF AMERICA \$4000 FOR PAYMENT OF ASBESTO REPORT & BLUE PRINTS.
	MIRTHA	ANTHONY	20-Abr-22	10:02PM	PLS CONFIRM THAT ALL IS GOING OK. AND WHEN YOU EXPECT TO HAVE THE AUTHORIZATION DOCUMENTS FROM THE CITY
					IN YOUR HANDS. I WILL BE AGAIN IN MIAMI ON MAY 13 AND I WOULD LIKE TO USE MY APARTMENT.
	ANTHONY	MIRTHA	21-Abr-22	08:32	EVERYTHING IS MOVING FORWARD. ASBESTO COMPANY WILL BE THERE THE FIRST OF NEXT WEEK AND ONCE I HAVE THE
					REPORT I WILL SUBMIT ALL THE PAPERWORK AT ONCE TO THE CITY. I WILL KEEP YOU INFORMED.
LEISURE TOWERS		MIRTHA	29-Abr-22	LETTER	LETTER OF NOTICE OF INTENT OF FINE - UNIT 1608
					INFORMING THAT THE LAUDERDALE BY THE SEA BUILDING OFFICIALS ON APRIL 27, 2022 THAT
					CONSTRUCTION/RENOVATION
					WORK WAS BEING PERFORMED IN MY UNIT WITHOUT THE REQUIRED PERMITS.
					PHOTO OF THE STICKER PUT ON MY UNIT DOOR TO SAY STOP WORK.

					THE LEISURE TOWER ASSOCIATION PROPOSE A FINE FROM \$100 DAILY UP TO \$1000.00
	MIRTHA	ANTHONY	29-Apr-22	22:01	AND NOW A NEW FINE WANTS TO BE PUT ON MY PROPERTY? WHAT CAN I RESPOND? I WILL AWAIT YOUR REPLY URGENTLY!
	MIRTHA	LEISURE TOWER	2-May-22	20:02	INFORM THE LEISURE TOWER THAT I AND ANTHONY WERE CALLING TO SPEAK ABOUT THE PROBLEM, BUT ONLY A MACHINE
					REPLIES.
			6-May	1:26 p. m.	CASE 21100009, ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN.
		ANTHONY	8-May-22	17:44	INFORMING THE CORRECT PERSONS TO COMMUNICATE TO SPEAK ABOUT THE PROBLEM
LETTER FROM LEISURE TOWERS		MIRTHA	10-May-22	16:45	UNIT 1608-ARCHITECTURAL REVIEW FORMS. ATTACHED PLS FIND THE ARCHITECTURAL REVIEW FORMS THAT NEED TO BE
					COMPLETED AND APPROVED. A REFUNDABLE CONTRACTOR DAMAGE DEPOSIT IN THE AMOUNT OF \$1500 IS ALSO REQUIRED.
	LEISURE T	MIRTHA	12-May-22	07:48	INFORMING THE UNITS THAT HAVE PERMIT FOR WORKS IN THE BUILDING
	MIRTHA	ANTHONY	12-May-22	7:15PM	PLS TAKE NOTE OF THE NOTICE OF LEISURE TOWERS. DID YOU ALREADY HAVE THE DOCUMENTS READY?
	ANTHONY	MIRTHA	13-May-22	09:24AM	NOT YET, HE SAID MONDAY FOR SURE.
FLORIDA POWER LIGHT	FPL	MIRTHA	13-May-22	1:42PM	INFORMING THAT THE METER FOR MY UNIT HAS BEEN REMOVED AND THE SERVICE DISCONNECTED! REQUEST THAT
					THE CONSTRUCTOR SHOULD CONTACT THEM FOR THE APPROPRIATE PERMITS
	MIRTHA	ANTHONY	16-May-22	07:41	MORE PROBLEMS! I DO NOT KNOW WHEY THEY DO THAT! I AM PAYING ALL THE MONTHS. WILL YOU PLEASE CHECK.
	MIRTHA	ANTHONY	16-May-22	07:44	TODAY YOU WILL HAVE ALL?
	ANTHONY	MIRTHA	16-May-22	3:59PM	I WILL CALL AND STRAIGHTEN THIS OUT. THIS WAS UNCALLED FOR. IT HAD TO BE FROM A COMPLAINT FROM SOMEONE
					IN THE BUILDING. ASBESTOS REPORT WILL BE IN MY HANDS IN THE MORNING AND I WILL SUBMIT EVERYTHING
					TOMORROW AND CALL YOU WHEN I DO.
	MIRTHA	ANTHONY	16-May-22	17:15	I DO NOT UNDERSTAND WHY SOMEBODY COMPLAINT.
CITY HALL BY THE SEA			22-May		AFTER A LOT OF CALLS TO ANTHONY (I WAS IN MIAMI FOR THE PROBLEMS AND TO SPEAK WITH ANTHONY) WE WENT TOGETHER
					TO THE CITY HALL FOR A MEETING WITH GREG, AND DAVID LEE TOLD THAT WE NEED TO PRESENT TO THE BROWARD.ORG THE
					ASBESTO CERTIFICATE REPORT FOR CERTIFICATION ON LINE.
			26-May		ANTHONY FINALLY OPEN THE CASE IN THE BROWARD.ORG FOR CERTIFICATION BUT NEVER PRESENTED THE
					DOCUMENTS REQUESTED NEITHER PAID THE USD 50.00 REQUESTED TO DO THE CERTIFICATION. HE NEVER INFORMED ME THIS.
	MIRTHA	ANTHONY	31-May-22	19:55	UNIT 1608-ARCHITECTURAL REVIEW CHECKLIST. UNFORTUNATELY THE PROBLEMS ARE FOLLOWING. I FOUND THIS MAIL IN
					THE INBOX OF NO DESIRED MAILS. PLS KEEP ME UPDATED AND WHAT YOU ARE GOING TO DO WITH THIS. IT IS URGENTLY
					REQUESTED YOUR ACTION.
	MIRTHA	ANTHONY	10-Jun-22	3:05PM	MY SON KARL TOLD ME WHAT YOU SPOKE WITH HIM. I AM MORE WORRIED THAN EVER. I SPOKE TODAY WITH THE PERSON IN
					CHARGE AT THE Broward.Org AND HE TOLD YOU MISS TO PAY THE \$50 FOR THE REVIEW, SO NO REVIEW HAVE BEEN DONE.
					WE NEED YOUR INFORMATION TO PAY OURSELVES BY INTERNET. THE PERSON I SPOKE WAS CHAUMCEY, HE TOLD ME YOUR
					USER WAS 18USA24976869, BUT WE NEED YOUR CODE TO PAY, YOU ARE THE ONLY PERSON THAT HAVE THE CODE.
					PLS SEND IT ASAP TO PAY US AND BEGIN WITH THE PROCESS. IT IS VERY, VERY IMPORTANT YOU KNOW TO DO THIS TODAY.
	ANTHONY	MIRTHA	10 JUNE 2022	14:57	THE USER NAME IS CC.CONTRACTINGCORP@GMAIL.COM AND PASSWOD IS CONDOPROJECT1
	MIRTHA	ANTHONY	10 JUNE 2022	18:23	I HAVE ALREADY PAID A FEW MINUTES AGO THE \$50 REVIEW OF BROWARD.ORG I AM ATTACHING THE DOCUMENTS THAT
					STATE THAT PAYMENT. PLS KEEP IN CONTACT WITH US.
	MIRTHA	ANTHONY	17 JUNE 2022	18:39	I NEED TO SPEAK WITH YOU ABOUT THE FOLLOWING STEPS TO FOLLOW. WHEN IS THE BEST DAY AND HOUR TO SPEAK WITH
					YOU, PLEASE.
	MIRTHA	ANTHONY	20 JUNE 2022	05:36	I HAVE NOT RECEIVED YOUR REPLY. DO YOU UNDERSTAND IT IS URGENTLY?
	MIRTHA	ANTHONY	20 JUNE 2022	14:19	SURPRISE!!! I SPOKE TODAY WITH BROWARD.ORG AND TOLD ME YOU HAVE NOT PRESENTED THE REQUESTED DOCUMENTS.
					THE PLANS, DRAWINGS, THEY SEND YOU AN EMAIL ON JUNE 10 REQUESTING THIS!!

					I FEEL LIKE A FOOL HAVING TO MAKE YOUR WORK IF YOU ARE NOT GOING TO MAKE THE JOB DO NOT MAKE ME LOSE MY
					TIME AND MONEY, IT PASSED 1 MONTH SINCE I WAS IN POMPANO AND NOTHING BETTER HAS HAPPEN ONLY THAT YOU DO
					NOT WORK !!!
	MIRTHA	ANTHONY	26 JUNE 2022	11:07	MY BLUE PRINTS: ANTHONY YOUR DECISION OF NOT COMMUNICATING WITH ME OR MAKE YOUR WORK THAT I ALREADY PAID
					MAKE A GREAT HARM TO ME BESIDES THE FINE OF THE CITY HALL I NEED THE PLANS, BLUE PRINTS I PAID TO YOU
					AND SEND TO MY NICE HOUSE , MARISOL FLORES, 162 LAKE MONTERREY CIRCLE, BOYNTON BEACH, 33426
					I NEED THEM URGENTLY. PLEASE CONFIRM THAT YOU WILL SEND BY RETURN MAIL.
	MIRTHA	ANTHONY	3 JULY 2022	21:53	I SPOKE TODAY WITH THE CONSTRUCTOR MR FERNANDINI AND HE TOLD ME SPKE WITH YOU AND THAT YOU TOLD HIM THAT
					YOU WILL BEGIN MY WORK THIS TUESDAY JULY 5. PLS CONFIRM IT IS EXTREMELY IMPORTANT THAT YOU CONFIRM TO ME THAT.
CASE OVERVIEW (HISTORY) STATUS			6 JULY 2022		STATUS AND CASE HISTORY OF WHAT HAPPENED, ISSUED BY LAUDERDALE BY THE SEA, STATING AT THAT DATE A FINE OF
					USD 19,650 FOR DOING WORKS WITHOUT PERMITS
			6 AUG 2022		LETTER LEFT AT HOUSE OF ANTHONY MUÑOZ REQUESTING MY MONEY BACK
CITY HALL BY THE SEA	MIRTHA	DAVID LEE	15 AUG 2022	00:28	1500 S OCEAN BLVD UNIT 1608
					I AM MRS REINKENDORF THE OWNER OF SAID APARTMENT, I WAS IN YOUR OFFICE WITH THE FORMER , MR ANTHONY MUÑOZ,
					ENDING MAY (I DO NOT KNOW IF YOU REMEMBER ME) IT WAS SUPPOSED THAT HE WAS GOING TO PAY THE LICENSE AND YOU
					GAVE US THIS DAY THAT THE LICENSE COST FOR REMODELING WILL BE THE DOUBLE BECAUSE HE MADE DEMOLITION WITHOUT
					LICENSE. THE LICENSE WAS ABOUT \$ 1560 WITH THE DOUBLE YOU SAID IT WAS AROUND \$3560 APPROX. I DO NOT REMEMBER
					EXACTLY THE AMOUNT. FINALLY, HE DISAPPEARED WITH MY USD 24,000 I GAVE HIM. HE CHEATED ME ALL THIS TIME AS I LIVE
					IN PERU AND TRUSTED IN HIM. I LOST A LOT OF MONEY WITH THAT GUY, IT IS THE MONEY OF MY RETIREMENT FUND! CAN YOU
					IMAGINE HOW I FEEL? NOW, I HAVE A NEW CONSTRUCTOR AND HE ID DOING ALL OK. I HAVE TO PAY TO YOUR OFFICE, THIS
					WEEK THE LICENSE FEE. WILL YOU BE SO KIND TO FINALLY GIVE ME THE EXACT AMOUNT IN ORDER TO PAY FOR THE LICENSE.
					THANKS VERY MUCH FOR YOUR KIND ASSISTANCE.
	MIRTHA		AUG 15, 2022		PROOF OF PAYMENT OF \$ 8894.12 FOR THE FINE IN THE PERMIT FOR NOT HAVING MAKE THE TRAMIT BEFORE REDO, INSTEAD OF \$ 1500.00
	MIRTHA		AUG 15, 2022		PHOTOS THAT PROOF HOW MR. ANTHONY MUÑOZ LEFT THE APARTMENT, IN 3 DAYS OF WORK WITHOUT PERMIT!
					THE FINAL FINE OF LBTHE SEA IS USD 24,500!!!
NEW CONSTRUCTOR	MIRTHA		AUG 03, 2022		COPY OF CONTRACT WITH NEW CONSTRUCTOR FOR \$ 73,625
TOWN OF LAUDERDALE BY THE SEA			OCT 11, 2022		COPY OF AFFIDAVIT OF COMPLIANCE

CONSTRUCTOR INFORMATION

ANTHONY MUNOZ
 PHONE (754) 465-2061
 ADDRESS: 4425 SW 26TH Ave/FORT LAUDERDALE, FL 33312
 PLATES: KGC-A87, WHITE TRUCK
 MAIL: cc.contractingcorp@gmail.com
 (Clean Cut Contracting Company)



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

Sent To:

MASIAS, MIRTHA H
REINKENDORF

162 LAKE MONTEREY CIR
BOYNTON BEACH, FL 33426

Case #:

21100009

Date:

10/13/2021 12:00:00 AM

Property Owner:

MASIAS, MIRTHA H
REINKENDORF

162 LAKE MONTEREY CIR
BOYNTON BEACH, FL 33426

Property Description:

494307AG1160

Legal Description:

LEISURE TOWERS CONDO UNIT 1608
PER CDO BK/PG: 3767/824

AKA:

1550 S OCEAN BLVD, LAUDERDALE BY
THE SEA, FL 33062 1608

Mailing Purposes Only



Town of Lauderdale-By-The-Sea
4801 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

**CODE COMPLIANCE NOTICE OF VIOLATION
AND
NOTICE OF HEARING**

Date:

10/13/2021

Sent To:

MASIAS, MIRTHA H
REINKENDORF
162 LAKE MONTEREY CIR
BOYNTON BEACH, FL 33426

Case #:

21100009

Certified Mail #:

70190700000027912997

Property Owner:

MASIAS, MIRTHA H
REINKENDORF

Property Description:

162 LAKE MONTEREY CIR
BOYNTON BEACH, FL 33426

494307AG1160

AKA:

Legal Description:

1500 S OCEAN BLVD, LAUDERDALE BY
THE SEA, FL 33062 1608

LEISURE TOWERS CONDO UNIT 1608 PER CDO
BK/PG: 3767/824

YOU ARE HEREBY NOTIFIED that the undersigned Inspector alleges that on 10/13/2021 the following violation(s) of the Town of Lauderdale-By-The-Sea Code of Ordinances existed on the property above:

Chapter/Section	Description	Violation Description/Correction
Florida Building Code 6th Edition (2017) FBC BCA Section 105.1	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this Code, or to cause any such work to be done; or to change the Occupancy of a building or structure from one use Group to another requiring greater strength, means of egress, fire and sanitary provisions; or to change to an unauthorized or prohibited use; or to install or alter any equipment for which provision is made or the installation of which is regulated by this Code; shall first make application to the Building Official and/or Fire Code Official as indicated in the FFPC or a duly authorized representative and obtain the required permits. A permit shall be deemed...	FBC 105.1 - Interior renovations done without a Permit from the Town. As per Building Official: Interior remodel work without permit. Stop Work Order posted October 13, 2021. Corrective Action required: Please obtain an after-the-fact permit for the interior work done without a permit. Please comply with any stipulations of the permit(s), obtain all required inspections, and ensure that the permit(s) is Closed. For assistance with permitting or questions about the violation, you may contact the Building Department at 954-640-4215 or building@lbs-fl.gov.

Notes/Mean of Correction:

FBC 105.1 - Interior renovations done without a Permit from the Town.
As per Building Official: Interior remodel work without permit. Stop Work Order posted October 13, 2021.
Corrective Action required: Please obtain an after-the-fact permit for the interior work done without a permit. Please comply with any stipulations of the permit(s), obtain all required inspections, and ensure that the permit(s) is Closed.
For assistance with permitting or questions about the violation, you may contact the Building Department at 954-640-4215 or building@lbs-fl.gov.

If you have any questions or concerns, please contact code inspector Greg Wienburg at 954-531-5596, or via email gregw@lauderdalebythesea-fl.gov

If the referenced violations are corrected within 35 days from the date of issuance of this notice, you must contact the Code Compliance Inspector at 954-640-4220.

Should all violations not be corrected and approved by the undersigned Code Compliance Inspector within the date and time, specified above, you will be required to appear at the prosecution of this matter before the City's Special Magistrate for Code Compliance, pursuant to Chapter 6.5 of The Town of Lauderdale-By-The-Sea Code of Ordinances and Chapter 162, Florida Statutes.

IMPORTANT - READ CAREFULLY

Code Meeting Procedures & Information

A Code Hearing has been set for you on the 18th day of November, 2021 at 5:00 P.M. in the Town of Lauderdale-By-The-Sea's Jarvis Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida 33308.

You are required to be present at this hearing to avoid the issuance of an Order of default against you. If you fail to appear at the Code Hearing, you shall be deemed to have waived your rights to contest this Notice of Violation citation and judgment may be entered against you plus administrative cost. The Order may impose a daily fine of up to \$250.00 per day, starting after the formal code hearing is held and the issuance of a written Order. Fines of up to \$5,000.00 per violation(s) may be imposed if the Special Magistrate finds any violation(s) to be irreparable or irreversible in nature. Further, the Order will have the force of law, commanding you to take whatever steps are necessary to bring the violation(s) into compliance by a certain date to avoid imposition of one or more fines. Please bring this NOTICE OF VIOLATION with you to the hearing.

1. EVIDENCE.

If you have witnesses, books, receipts, or other writings relating to the alleged violation(s), please bring them with you to the hearing.

2. WITNESS.

If you wish to subpoena witnesses, please contact the Lauderdale-By-The-Sea Code Compliance Officer for assistance without delay.

3. ATTORNEY PROCEDURES.

You may come to the hearing with or without an attorney. If you are going to be represented by an attorney, your attorney should notify the Special Magistrate's Clerk in writing at least five (5) working days before the hearing. You may also have other rights that are set forth in Chapter 6.5 of the Town of Lauderdale-By-The-Sea Code of Ordinances, Florida Statutes, Chapter 162, or both.

4. APPEALS.

Any person who decides to appeal any decision made by the Special Magistrate for Code Compliance with respect to any matter considered at this hearing, will need a record of the proceedings, and for such purpose may need to insure that a verbatim record is taken of the evidence upon which the appeal is to be based.

5. REINSPECTION.

If you wish to schedule a re-inspection to show compliance regarding the alleged violation(s), please call the Code Compliance Officer, leave your name, telephone number and the case number and an inspector will recheck the property for compliance.

6. ADA.

In accordance with the Americans with Disabilities Act of 1990 (ADA), disabled persons who, because of their disabilities, need special accommodations to participate in this proceeding should contact the Code Compliance Clerk not later than two (2) business days prior to such proceeding.

7. ADMINISTRATIVE COSTS.

In accordance with Florida Statute 162.07(2), you may be assessed administrative costs (also referred to as court costs), incurred by the Town of Lauderdale-By-The-Sea in the prosecution of the alleged violation(s) in this case.

8. REPEAT VIOLATIONS.

If any alleged violation has been corrected prior to a Code Hearing and recurs within one (1) year from the date of the original Notice of Violation, or if the violation has a previous Order related to it, the new Notice of Violation may be presented to the Special Magistrate as a Repeating Violation even if the violation is corrected before the Code Hearing. A fine up to \$500.00 per day may be ordered for repeat violation(s), even if the repeated violation(s) has been corrected prior to the Hearing.

9. HOW TO CANCEL YOUR CODE HEARING.

You may be able to avoid attending the Code Hearing and possible fines by correcting the violation(s) as soon as possible, and by calling the Code Compliance Officer at (954) 640-4220 for a re-inspection. If the violation(s) are corrected in time, your Code Hearing before the Special Magistrate may be cancelled. You must confirm compliance with the Code Compliance Officer in writing and also consult with the Officer who will advise you if your attendance at this hearing is still required.

10. LIENS.

If one or more fines are imposed and not timely paid, a lien may be recorded against your property by the Town and, in certain circumstances, it may be foreclosed upon after court proceedings are filed.

For information about the violation(s), please contact the Code Compliance Officer at (954) 640-4220 or e-mail gwienbarg@cgsolutions.com. For information about the Code Hearing, please contact the Code Compliance Clerk at (954) 640-4210 or e-mail code@lbt-s-fl.gov.

Greg Wienbarg

Code Compliance Inspector



Signature

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: viernes, 4 de marzo de 2022 15:14
Para: 'Anthony Muñoz'; Karl Ierkic
Asunto: RE: New and Approved Fee Schedule

Hello Anthony

It is not posible to reach you by phone, whatsapp, Messenger. And you do not reply my calls or message. What can I do. I can not continue without communication neither news about the apartment.

Wait your news by return mail.

Regards,

De: Mirtha Reinkendorf
Enviado el: martes, 22 de febrero de 2022 20:38
Para: Anthony Muñoz <cc.contractingcorp@gmail.com>; Karl Ierkic <kierkic@ebdperu.com>
Asunto: RE: New and Approved Fee Schedule

Hello Anthony

I am very worry, as I am in Perú right now, and have no news about the documents you were supposed to present last week. The 24th of Feb is the audience in Fort Lauderdale again and I do not know what is happening. You promised to send me and email or any other method last Thursday feb 17 but no news!!

I have been callin gyou and writing whatsapp and no reply from you. Should I be worry???

There is a penalti very strong, I hope you respond tomorrow early morning for my tranquility.

Regrds,

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: miércoles, 1 de diciembre de 2021 15:44
Para: Anthony Muñoz <cc.contractingcorp@gmail.com>; Karl Ierkic <kierkic@ebdperu.com>
Asunto: Fwd: New and Approved Fee Schedule

I think this is the right one

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Fecha: 1 de diciembre de 2021, 3:36:20 p.m. EST
Para: cc.contractingcorp@gmail.com
Cc: Karl Ierkic <kierkic@ebdperu.com>
Asunto: RV: New and Approved Fee Schedule

Anthony

Hete it is the draft or dr swing you requested. Please confirm it is ok

Regards,

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Leisure Towers <1500leisuretowers@gmail.com>
Fecha: 1 de diciembre de 2021, 2:52:56 p.m. EST
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: New and Approved Fee Schedule

Sorry, I attached the wrong file. Here you go.

On Wed, Dec 1, 2021 at 2:51 PM Leisure Towers
<1500leisuretowers@gmail.com> wrote:

Please let me know if these are sufficient.

On Wed, Dec 1, 2021 at 2:47 PM Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

Good morning

I have one question. I need a draft or plan of my apartment. Do you think you have one?

It is my first time I am remodeling and I do not know where to find it

Thanks a lot

Enviado desde mi iPhone

El dic. 1, 2021, a la(s) 2:22 p.m., Leisure Towers
<1500leisuretowers@gmail.com> escribió:

Hello Unit Owners,

I have attached the new and approved fee schedule per the Board Meeting last night. Please keep these documents for your reference in the future. You may be familiar with many of these fees already. Let us know if you have any questions.

Best regards,

Rose Baum
Office Administrator
Leisure Towers Association, Inc.
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
(954) 946-2444

Best regards,

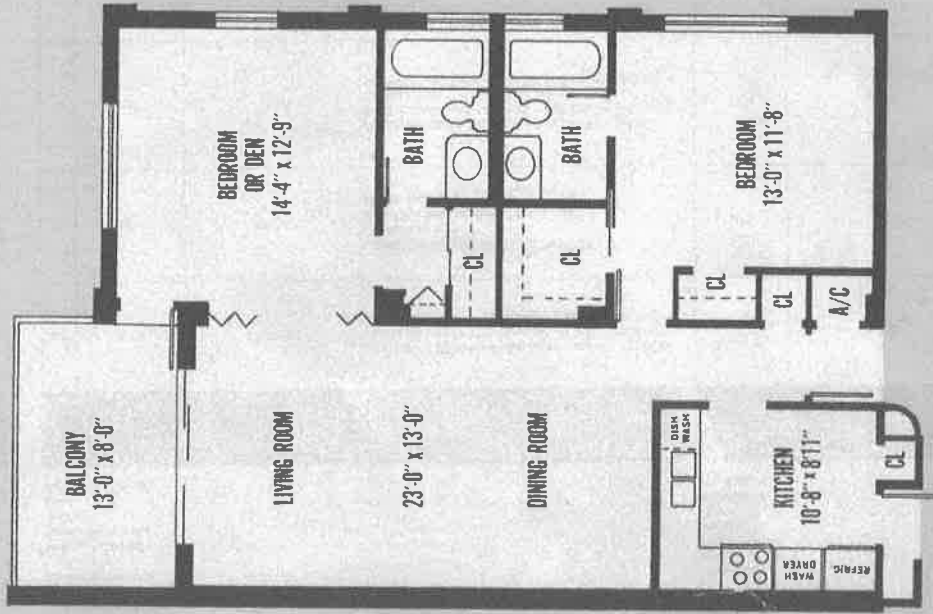
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Best regards,

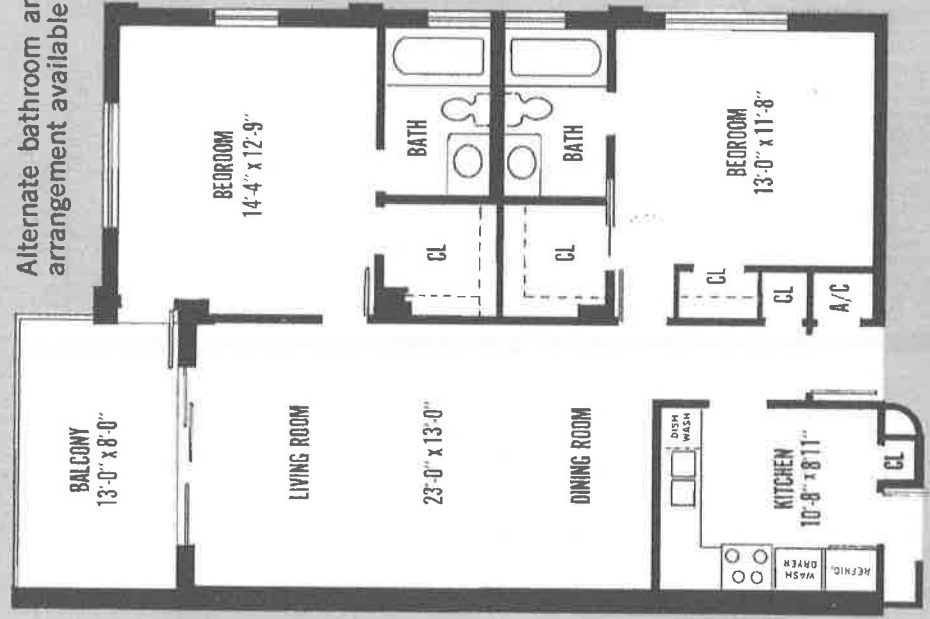
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(954) 946-2444

File 23,2022



TYPICAL 2 BEDROOM APARTMENT
WITH CONVERTIBLE DEN



TYPICAL 2 BEDROOM APARTMENT



TYPICAL 1 BEDROOM APARTMENT



LIVE THE LEISURELY LIFE AT LEISURE TOWER

Enjoy your own private, golden beach • lounge equipped for parties and entertaining • beautifully appointed reception lounge that will impress your guests • outdoor chairs, umbrellas and lounges • shuffleboard • card players' lounge • recreation dance floor beside the pool • tropical landscaped gardens.

BESIDE THE SEA! LOCATION! LUXURY! LEISURE!

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: viernes, 18 de marzo de 2022 08:35
Para: Anthony Muñoz
Asunto: Re: New and Approved Fee Schedule

Good morning
When do you expect to have the report from the asbesto company?

Enviado desde mi iPhone

El mar. 18, 2022, a la(s) 8:31 a.m., Anthony Muñoz <cc.contractingcorp@gmail.com> escribió:

Good morning, I am waiting for the asbestos company that I had to hire to come out and do a report.

Anthony Munoz
754-465-2061

On Mar 18, 2022, at 12:46 AM, Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

Hello Anthony
It is supposed that you presented the documents last Friday. I have no news about it from your part.
I need your urgent reply about this.
Regards,m
Mirtha

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]
Enviado el: miércoles, 9 de marzo de 2022 09:57
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: New and Approved Fee Schedule

Hello,
Now we are required to produce an aspedose report. My apologies for not answering your call, I've been running heavy equipment the past two days. I'll keep you posted on everything.
Thank You
On Fri, Mar 4, 2022 at 3:14 PM Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

Hello Anthony

It is not posible to reach you by phone, whatsapp, Messenger. And you do not reply my calls or message. What can I do. I can not continue without communication neither news about the apartment.

Wait your news by return mail.

Regards,

De: Mirtha Reinkendorf

Enviado el: martes, 22 de febrero de 2022 20:38

Para: Anthony Muñoz <cc.contractingcorp@gmail.com>; Karl Ierkic <kierkic@ebdperu.com>

Asunto: RE: New and Approved Fee Schedule

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Para: Anthony Muñoz <cc.contractingcorp@gmail.com>; Karl Ierkic <kierkic@ebdperu.com>

Asunto: Fwd: New and Approved Fee Schedule

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[<1500leisuretowers@gmail.com>](mailto:1500leisuretowers@gmail.com)

Fecha: 1 de diciembre de 2021, 2:52:56 p.m.
EST

Para: Mirtha Reinkendorf

[<mreinkendorf@ebdperu.com>](mailto:mreinkendorf@ebdperu.com)

**Asunto: Re: New and Approved Fee
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It is my first time I am remodeling and I do
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Enviado desde mi iPhone

El dic. 1, 2021, a la(s) 2:22
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Hello Unit Owners,

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Best regards,

Rose Baum

Office Administrator

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1500 S. Ocean Blvd.

Pompano Beach, FL 33062

(954) 946-2444

Best regards,

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(954) 946-2444

--
Best regards,

Rose Baum

Office Administrator

Leisure Towers Association, Inc.

1500 S. Ocean Blvd.

Pompano Beach, FL 33062

(954) 946-2444

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: martes, 22 de marzo de 2022 16:33
Para: 'Anthony Muñoz'
Asunto: RE: Construction Debris on Balcony

Thanks Anthony

Please give me an update of the documents and if you have already presented all to the City for the permission or when do you expect to have the authorization to begin the work. It is extremely urgent for us to know this. It has passed more than 4 months!

Await for your news.

Regards,

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]
Enviado el: martes, 22 de marzo de 2022 16:12
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: Construction Debris on Balcony

Hello,

Absolutely, I'll make arrangements to get it done tomorrow. Thank you

Anthony Munoz
754-465-2061

On Mar 22, 2022, at 4:03 PM, Mirtha Reinkendorf <mreinkendorf@ebdperu.com> wrote:

Herllo Anthony

I could not call you last Saturday. I have received this email from the building. Will you please do what they request not later than this Thursday. Please confirm.

It is urgent.

Regards,

De: ltamanager21@gmail.com [mailto:ltamanager21@gmail.com]

Enviado el: martes, 22 de marzo de 2022 13:59

Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>

Asunto: Construction Debris on Balcony

Importancia: Alta

Mirtha,

Please be advised that there is construction debris and birds are nesting on your balcony of unit 1608. You must remove the debris and birds' nests immediately. Please do so by Thursday or we will have no choice but to remove it and charge you. Thank you for your immediate cooperation.

Best regards,

John Sims
Manager
Leisure Towers Condominium Association
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
(954) 946-2444

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: sábado, 2 de abril de 2022 20:51
Para: Karl Ierkic
Asunto: Fwd: Asbestos Quote
Datos adjuntos: 03302272 Munoz Asbestos Survey Proposal.pdf

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Anthony Muñoz <cc.contractingcorp@gmail.com>
Fecha: 2 de abril de 2022, 11:01:51 a.m. GMT-5
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Asbestos Quote

Hello Mirtha,

Here is the asbestos proposal, they can come out the first of the week and have the report in a few days. The Architectural drawings cost \$3500. along with the asbestos cost of \$1145. equiling \$4645. I need this payment to move forward with the report and the city. Please advise as soon as possible. Thank You



Nationwide Locations
Locally Served

Corporate Headquarters:
7700 Congress Avenue
Suite 1119
Boca Raton, FL 33487

Work Scope Proposal

Asbestos Survey

Industrial Hygiene
IAQ/Mold Assessments
Water Loss Projects
Restoration Project
Management
Post Remediation Testing
Building Science
Asbestos Surveys
Lead Inspections
Bacteria Testing
Mergen Sampling
Heavy Metals
Pesticide Testing
Volatile Organic
Compound Analysis
Water Quality Testing
LEED Testing

Project Location:
1500 S Ocean Blvd, Unit 1608
Pompano Beach FL 33062

Prepared For:
Leisure Towers
Anthony Munoz
Cleaning Cut Contracting Corp
754-465-2061
cc.contractingcorp@gmail.com

Prepared By:
Anthony Cardoso

Date: 03/30/22

Proposal Number
03302272



Introduction

A request for a proposal to conduct an asbestos survey was placed by Anthony Munoz. In response to this request, AirMD is submitting a proposal describing the project scope of work and proposed costs associated. The purpose of the asbestos survey is to complete an assessment of the work area(s), collect samples to establish whether asbestos is present in the materials sampled and provide a report of findings with recommendations where applicable or necessary.

All work completed will be consistent with regulatory requirements where applicable, industry standards and guidelines. The report format will include at minimum an executive summary, introduction, methodology, findings, sampling and measurements, laboratory data, project overview photo documentation and recommendations.

Survey Purpose

An asbestos survey is conducted to evaluate buildings and structures for the presence of asbestos containing materials. The survey is an effective way to help identify/manage asbestos by providing accurate information about the location, condition, quantity and type of any asbestos-containing materials (ACMs) that may be present. As asbestos is federally regulated and has requirements for worker protection and building occupant protection, assuming a building is free from asbestos, could result in fines and/or criminal prosecution.



Procedures

As part of the proposed work scope, AirMD will complete the following:

1. Assessment of the location by a certified asbestos inspector in accordance with US Environmental Protection Agency rules and the Florida Administrative Codes.
2. Bulk sample collection of suspect materials with submission under chain of custody to an independent accredited laboratory for analysis using Polarized Light Microscopy in conjunction with dispersion staining as outlined in 40 CFR, Part 63, Subpart F dated January 1987.
3. From the information provided the following material categories require sampling: Plumbing, wall tile, flooring, wall, interior caulking, backsplash.
4. Agreed upon sample areas include the Bathroom and Kitchen.
5. From discussions with the client and/or representatives, the proposal has a not to exceed number of 26 total samples for the project based on the information provided.
6. Report generation

If conditions in the field differ from what was reported, additional materials may be required to be sampled. They will be billed at \$35 for each additional sample with a standard laboratory turnaround time.

Sample collection may result in layers of materials being discovered. Many times, when a material is sampled, hidden layers exist. The laboratory will process at no additional cost up to three layers of a material. If more than



three layers exist, each additional layer is billed at \$35 a layer with a standard laboratory turnaround time.

The client understands that the testing methods are destructive in nature and small areas of building material damage will occur. AirMD is not responsible for replacement or put back.

By signing the agreement, the client gives permission to conduct destructive testing as part of the project scope.

A full and complete understanding of all potential materials will not be known until AirMD is onsite. If it is determined at the time of testing that additional materials require testing, customer will be notified in advance of the cost. It is not unusual that the conditions on the project site differ from the information provided by the client. Federal regulations relative to the type of materials and number of samples required are generally not fully understood unless specific training has been completed. In the event the project cost detailed below requires changing due to circumstances on the project site, AirMD will contact the client to discuss before commencing work.

Cost Summary

Project Cost: \$1,145

Project Commencement

A signed proposal is required to initiate the assessment and testing.

Payment is due upon completion of site visit.

Client agrees to be responsible for payment per the terms and agrees that payment to AirMD is not contingent upon payment to client by any third parties. Except as provided herein, AirMD's current Standard Agreement



Provisions, as here to fore addended, shall govern all professional services provided hereunder.

Report

All observations, findings, laboratory data and recommendations shall be included in the report. An electronic copy will be emailed. Physical copies are also available upon request.



Standard Agreement Provisions

The assessment and collection of data/samples will not occur until AirMD receives authorization from customer. Authorization is the signature associated with this document. Final payment of services rendered due upon job completion. The customer shall provide and allow access for the AIRMD consultant to the areas within the building to allow for the completion of the scope of work listed above (as signed by the customer).

It is the responsibility of the customer to assist the AIRMD consultant by providing other information as required to address the conditions affecting the areas of under the work scope. The customer understands that the assessment and testing/measurements completed, and the results generated as a result of the assessment and testing/measuring are representative of conditions found at the time the assessment and testing/measurements were completed and that conditions can change over time. Customer understands that the test results do not guarantee that the indoor environment is free from contaminants, gases, organisms or analytes sampled for. In some instances, as a service to the client, AirMD may provide advice with respect to selecting other such contractors and assistance in monitoring their performance. In no event will AirMD assume any liability or responsibility for the work performed by other contractors. AirMD is not responsible for advising Client about its reporting obligations and Client agrees that it shall be responsible for all reporting, unless AirMD has an independent duty to report under applicable law.

The customer further understands that there are limitations associated with the instrumentation used associated with accuracy, precision and uncertainty. Additionally, further limitations are present as a result of sampling and measurement methods/procedures utilized in testing and measuring as well as any or all other factors such as environmental and climatic conditions. Customer agrees that the testing/measuring or overall activities completed by AIRMD and their representatives does not generate or contribute to levels of contaminants, pollutants, toxins or hazardous substances. AirMD agrees to perform the scope of work. The service(s) does not include any sampling from areas that are not visible and/or easily accessible. For example, AirMD will not drill holes in a wall or otherwise gain access to areas that are hidden or otherwise inaccessible. Customer hereby acknowledges that microbiological growth reoccurs if the root cause or source of the growth is not remedied and that no investigation can absolutely rule out the existence of any microbiological growth at any given site.

Except as otherwise specifically provided herein, AirMD makes no express or implied warranties or guarantees of any kind, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, all of which are hereby expressly disclaimed. In no event shall AirMD be liable to Customer or any third party for any incidental, consequential indirect, special or punitive damages arising out of or in connection with the services to be performed by AirMD. In no event shall AirMD be liable to Customer or any third party for any amounts in excess of the amounts actually received by AirMD from Customer hereunder. For all other liabilities arising from or related to AirMD's services, AirMD's total obligation to client shall be to reperform its services that do not meet the standard of care related to the work scope completed.

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by AirMD as instruments of service shall remain the property of AirMD. AirMD shall retain all common law, statutory and other reserved rights, including the copyright thereto. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.



If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. This Agreement constitutes the entire Agreement between the parties and may not be changed unless mutually agreed upon in writing by both parties.

This agreement may not be changed unless mutually agreed upon in writing by both parties. AirMD is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of consultant. This Agreement shall terminate automatically on the occurrence of any of the following events: Completion by analyst of the services required by this Agreement, default in the performance of the Agreement by either party; or by mutual agreement.

Accepted by Client:

AirMD

Anthony Cardoso

Date: _____

Date: 03/30/22

Mirtha Reinkendorf

De: Anthony Muñoz <cc.contractingcorp@gmail.com>
Enviado el: viernes, 8 de abril de 2022 19:18
Para: Mirtha Reinkendorf
Asunto: Re: Contrato contratista 1500 S Ocean drive

Yes, for sure. Have a great night.

Anthony Munoz
754-465-2061

On Apr 8, 2022, at 7:35 PM, Mirtha Reinkendorf <mreinkendorf@ebdperu.com> wrote:

I can Call you tomorrow 12 o click
Is ok for you?

Enviado desde mi iPhone

El abr. 8, 2022, a la(s) 4:50 p.m., Anthony Muñoz
<cc.contractingcorp@gmail.com> escribió:

Hello,
Yes, the permits are included but the blueprints and asbestos report isn't.
Please let me know we're we go from here as we need to schedule.
Thank You,
Anthony Munoz
754-465-2061

On Apr 7, 2022, at 8:42 PM, Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

Good night Anthony
Please take a look to the below documents. It says the permits are
included. Let me know to finish this
Regards,
Mirtha Reinkendorf

De: Karl Ierkic
Enviado el: jueves, 7 de abril de 2022 19:21
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Fwd: Contrato contratista 1500 S Ocean drive

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Karl Ierkic <kierkic@ebdperu.com>

Fecha: 24 de marzo de 2022, 20:01:18 PET

Para: Mirtha Reinkendorf

<mreinkendorf@ebdperu.com>

Asunto: Contrato contratista 1500 S Ocean
drive

Cabinets Liquidator

305 W Ansin Boulevard
Hallandale Beach, FL 33009

D.
10/1

Name / Address
KARL IERKIC 1500 S. Ocean Dr. Pompano Beach, FL USA 786-992-9415

Description	Qty	Rate
Cabinets, white pearl Liocher with installation and Calcutta Rio quartz tops w/ waterfall edge and backsplash, water line connection, DAX T-3218-R10 sink, move A/C vent, and close off door, including materials and labor.		14,500.00
INSTALLATION new laminate throughout the unit including soundproofing, approximately 1300 ft. labor only,	1	4,700.00
Demo and redo two bathrooms including plumbing and bringing electric up to code tile and labor included.	1	11,000.00
Install framing on ceiling run electric to 30 Max LED high hats and drywall entire ceiling and finish, lower A/C vents where needed for drop ceiling, materials and labor included.	1	9,800.00
Paint entire unit two coats including doors, materials and labor included.	1	2,200.00
Install baseboards throughout entire unit is labor only	1	
Door opening labor	1	500.00
Additional demo and trash hauling	1	1,300.00
Seal off door opening leading to back bedroom materials and labor included	1	1,000.00
50% due upon signing and 25% draw upon kitchen delivery, and 25% due upon completion to your satisfaction. Permits Included. Thank you for your business Estimated time to complete is 6 to 8 weeks after permit is approved.		0.00
		Total

Phone #
954-800-9466

E-mail	Web Site
sales@cabinetsliquidator.net	cabinetsliquidator

Page 1

P6

305 W Ansin Boulevard
Hallandale Beach, FL 33009

Date	
10/1/2021	

Name / Address
KARL HERKIC 1500 S. Ocean Dr. Pompano Beach, FL USA 786-992-9415

Description	Qty	Rate	Total
Customer _____ Date _____ Co.Rep  Date 10-01-21			
			Total

Phone #
954-800-9466

E-mail	Web Site
sales@cabinetsliquidator.net	cabinetsliquidator.net

Page 2

PG.

contract includes the terms and provisions as set forth herein. Please read and sign where indicated.

The standard form of warranty shall apply to the service and equipment furnished (except where other warranties of purchased product apply). The warranty shall become effective when signed by the Seller and delivered to the Purchaser. The warranty is for one year materials and labor.

The delivery date, when given, shall be deemed approximate and performance is subject to delays caused by strikes, fires, acts of other reasons not under the control of the Seller, as well as the availability of the product at the time of delivery.

The Purchaser agrees to accept delivery of the product or products when ready. The risk of loss, as to damage or destruction, shall upon the Purchaser upon the delivery and receipt of the product.

The Purchaser understands that the products described are specially designed and custom built and that the Seller takes immediate upon execution of this Agreement to design, order and construct those items set forth herein; therefore, this Agreement is not subject to cancellation by the Purchaser for any reason.

5. No installation, plumbing, electrical, flooring, decorating or other construction work is to be provided unless specifically set forth here. In the event the Seller is to perform the installation, it is understood that the price agreed upon herein does not include possible expense in coping with hidden or unknown contingencies found at the job site. In the event such contingencies arise and the Seller is required to labor or materials or otherwise perform work not provided for or contemplated by the Seller, the actual costs plus (99.99)% thereof will be paid for by the Purchaser.

Contingencies include but are not limited to:

- inability to reuse existing water, vent and waste pipes;
- air shafts, ducts, grilles, louvers and registers;
- the relocation of concealed pipes, risers, wiring or conduits, the presence of which cannot be determined until the work has started;
- or imperfections, rotting or decay in the structure or parts thereof necessitating replacement.

6. Title to the item sold pursuant to this Agreement shall not pass to the Purchaser until the full price as set forth in this Agreement is paid to the Seller.

7. Delays in payment shall be subject to interest charges of (99.99)% per annum, and in no event higher than the interest rate provided by the Seller. If the Seller is required to engage the services of a collection agency or an attorney, the Purchaser agrees to reimburse the Seller for reasonable amounts expended in order to collect the unpaid balance.

8. If any provision of this Agreement is declared invalid by any Tribunal, the remaining provisions of the Agreement shall not be affected thereby.

9. This Agreement sets forth the entire transaction between the parties; any and all prior Agreements, warranties or representations made by either party are superseded by this Agreement. All changes in this Agreement shall be made by a separate document and executed with the same formalities. No agent of the Seller, unless authorized in writing by the Seller, has any authority to waive, alter, or enlarge this contract, or to make any new or substituted or different contracts, representations, or warranties.

10. The Seller retains the right upon breach of this Agreement by the Purchaser to sell those items in the Seller's possession. In effecting resale on breach of this Agreement by the Purchaser, the Seller shall be deemed to act in the capacity of agent for the Purchaser. The Purchaser shall be liable for any net deficiency on resale.

11. The Seller agrees that it will perform this contract in conformity with customary industry practices. The Purchaser agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full. Any unresolved controversy or claim arising from or under this contract shall be settled by arbitration and judgment upon the award rendered may be entered in and court of competent jurisdiction. The arbitration shall be held under the rules of the American Arbitration Association.

Authorized Company Representative(s):

Accepted: _____
Purchaser

Accepted: _____
Purchaser

Date: _____

Date: _____

Print date: 10/1/2021

Enviado desde mi iPhone

Mirtha Reinkendorf

De: Online Transfers from Bank of America
<bankofamericatransfers@mail.transfers.bankofamerica.com>
Enviado el: jueves, 14 de abril de 2022 06:11
Para: Mirtha Reinkendorf
Asunto: Funds Transfer Request #383517666 Has Been Scheduled

We have received the following transfer request on April 14, 2022:

Item #: 383517666
Amount: \$4,000.00
To: anthony munoz
Fee: 10.00
Service: Next Day

You can always check your transfer status on the Review Transfer screen at www.bankofamerica.com.

Sincerely,

Member Service

www.bankofamerica.com

This is a service email from Bank of America. Please note that you may receive service emails in accordance with your Bank of America service agreements, whether or not you elect to receive promotional email.

Read our privacy policy: <http://www.bankofamerica.com/privacy>

Please don't reply directly to this automatically-generated email message.

Bank of America Email, 8th Floor-NC1-002-08-25, 101 South Tryon St., Charlotte, NC 28255-0001

Bank of America, N.A. Member FDIC. Equal Housing Lender:

<http://www.bankofamerica.com/help/equalhousing.cfm>

(C) 2022 Bank of America Corporation. All rights reserved.

This email was sent to: mreinkendorf@ebdperu.com

Mirtha Reinkendorf

De: Anthony Muñoz <cc.contractingcorp@gmail.com>
Enviado el: jueves, 21 de abril de 2022 08:32
Para: Mirtha Reinkendorf
Asunto: Re: Contrato contratista 1500 S Ocean drive

Good morning,

Everything is moving forward, the asbestos company will be there the first of next week and once I have the report I will submit all the paperwork at once to the city. I will keep you informed. Have a great day thank you

Anthony Munoz
754-465-2061

On Apr 20, 2022, at 10:02 PM, Mirtha Reinkendorf <mreinkendorf@ebdperu.com> wrote:

Good night Anthony

Please confirm that al lis going Ok, and when do you expect to have the autorization documents from the City in your hands. I will be again in Miami next month by May 13, and I would like to use my apartment.

Regards,

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]
Enviado el: viernes, 8 de abril de 2022 19:18
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: Contrato contratista 1500 S Ocean drive

Yes, for sure. Have a great night.

Anthony Munoz
754-465-2061

On Apr 8, 2022, at 7:35 PM, Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

I can Call you tomorrow 12 o click
Is ok for you?

Enviado desde mi iPhone

El abr. 8, 2022, a la(s) 4:50 p.m., Anthony Muñoz
<cc.contractingcorp@gmail.com> escribió:

Hello,

Yes, the permits are included but the blueprints and asbestos report isn't. Please let me know we're we go from here as we need to schedule.

Thank You,
Anthony Munoz
754-465-2061

On Apr 7, 2022, at 8:42 PM, Mirtha Reinkendorf <mreinkendorf@ebdperu.com> wrote:

Good night Anthony
Please take a look to the below documents. It says the permits are included. Let me know to finish this
Regards,
Mirtha Reinkendorf

De: Karl Ierkic
Enviado el: jueves, 7 de abril de 2022 19:21
Para: Mirtha Reinkendorf
<mreinkendorf@ebdperu.com>
Asunto: Fwd: Contrato contratista 1500 S Ocean drive

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Karl Ierkic
<kierkic@ebdperu.com>
Fecha: 24 de marzo de 2022,
20:01:18 PET
Para: Mirtha Reinkendorf
<mreinkendorf@ebdperu.com>
Asunto: Contrato contratista
1500 S Ocean drive

Cabinets Liquidator

305 W Ansin Boulevard
Hallandale Beach, FL 33009

Name / Address
KARL IERKIC 1500 S. Ocean Dr. Pompano Beach, FL USA 786-992-9415

Description	Qty	Ri
Cabinets, white pearl Liocher with installation and Calcutta Rio quartz tops w/ waterfall edge and backsplash, water line conection, DAX T-3218-R10 sink, move A/C vent, and close off door. including materials and labor.		
INSTALLATION new laminate throughout the unit including soundproofing, approximately 1300 ft. labor only,	1	
Demo and redo two bathrooms including plumbing and bringing electric up to code tile and labor included.	1	
Install framing on ceiling run electric to 30 Max LED high hats and drywall entire ceiling and finish, lower A/C vents where needed for drop ceiling. materials and labor included.	1	
Paint entire unit two coats including doors. materials and labor included.	1	
Install baseboards throughout entire unit is labor only	1	
Door opening labor	1	
Additional demo and trash hauling	1	
Seal off door opening leading to back bedroom materials and labor included	1	
50% due upon signing and 25% draw upon kitchen delivery, and 25% due upon completion to your satisfaction. Permits Included. Thank you for your business Estimated time to complete is 6 to 8 weeks after permit is approved.		
		Total

Phone #
954-800-9466

E-mail	
sales@cabinetsliquidator.net	cabin
Page 1	

Cabinets Liquidator

305 W Ansin Boulevard
Hallandale Beach, FL 33009

Da

10/17

Name / Address

KARL HERKIC
1500 S. Ocean Dr.
Pompano Beach, FL
USA
786-992-9415

Description		Qty	Rate
Customer	Date		
Co.Rep	Date 10-01-21		
			Total

Phone #

954-800-9466

E-mail

sales@cabinetsliquidator.net

Web Site

cabinetsliquida

Page 2

contract includes the terms and provisions as set forth herein. Please read and sign where indicated.

The standard form of warranty shall apply to the service and equipment furnished (except where other warranties of purchase apply). The warranty shall become effective when signed by the Seller and delivered to the Purchaser. The warranty is limited to materials and labor.

The delivery date, when given, shall be deemed approximate and performance is subject to delays caused by strikes, labor shortages or other reasons not under the control of the Seller, as well as the availability of the product at the time of delivery.

The Purchaser agrees to accept delivery of the product or products when ready. The risk of loss, as to damage or destruction, shall be upon the Purchaser upon the delivery and receipt of the product.

The Purchaser understands that the products described are specially designed and custom built and that the Seller takes no responsibility upon execution of this Agreement to design, order and construct those items set forth herein; therefore, this Agreement shall not be subject to cancellation by the Purchaser for any reason.

5. No installation, plumbing, electrical, flooring, decorating or other construction work is to be provided unless specifically stated in the event the Seller is to perform the installation, it is understood that the price agreed upon herein does not include possible contingencies found at the job site. In the event such contingencies arise and the Seller is required to perform labor or materials or otherwise perform work not provided for or contemplated by the Seller, the actual costs plus (99.99%) shall be paid for by the Purchaser.

Contingencies include but are not limited to:

- inability to reuse existing water, vent and waste pipes;
- air shafts, ducts, grilles, louvers and registers;
- the relocation of concealed pipes, risers, wiring or conduits, the presence of which cannot be determined until the work has started;
- or imperfections, rotting or decay in the structure or parts thereof necessitating replacement.

6. Title to the item sold pursuant to this Agreement shall not pass to the Purchaser until the full price as set forth in this Agreement is paid to the Seller.

7. Delays in payment shall be subject to interest charges of (99.99)% per annum, and in no event higher than the interest rate charged by the Seller. If the Seller is required to engage the services of a collection agency or an attorney, the Purchaser agrees to reimburse the Seller for reasonable amounts expended in order to collect the unpaid balance.

8. If any provision of this Agreement is declared invalid by any tribunal, the remaining provisions of the Agreement shall not be affected.

9. This Agreement sets forth the entire transaction between the parties; any and all prior Agreements, warranties or representations made by either party are superseded by this Agreement. All changes in this Agreement shall be made by a separate document and signed by both parties. No agent of the Seller, unless authorized in writing by the Seller, has any authority to waive, alter, or amend this contract, or to make any new or substituted or different contracts, representations, or warranties.

10. The Seller retains the right upon breach of this Agreement by the Purchaser to sell those items in the Seller's possession or control. In the event of a breach of this Agreement by the Purchaser, the Seller shall be deemed to act in the capacity of agent for the Purchaser and shall be liable for any net deficiency on resale.

11. The Seller agrees that it will perform this contract in conformity with customary industry practices. The Purchaser agrees to arbitrate any dispute arising from or under this contract shall be settled by arbitration and judgment upon the award rendered may be entered in any competent jurisdiction. The arbitration shall be held under the rules of the American Arbitration Association.

Authorized Company Representative(s):

Accepted: _____
Purchaser

Accepted: _____
Purchaser

Date: _____

Date: _____

Print date: 10/1/2021

Enviado desde mi iPhone

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: viernes, 29 de abril de 2022 22:01
Para: 'Anthony Muñoz'
Asunto: RV: Notice of Intent to Fine - Unit #1608
Datos adjuntos: Notice of Intent to Fine_1608.pdf

And now a new fine wants to be put on my property?
What can I respond? I will await your reply urgently!!
Mirtha Reinkendorf

De: Leisure Towers [mailto:1500leisuretowers@gmail.com]
Enviado el: viernes, 29 de abril de 2022 21:15
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Notice of Intent to Fine - Unit #1608

Leisure Towers Association was notified by the Lauderdale-by-the-Sea Building Officials on 4/27/22 that
CONSTRUCTION/RENOVATION WORK WAS BEING PERFORMED IN YOUR UNIT WITHOUT THE REQUIRED PERMITS.

Therefore, you are being served with this written "Notice of Intent to Impose a Sanction." You have two options, (1) cure the violation immediately and notify Leisure Towers Association in writing to that effect or (2) request a hearing within 10 days from the date of this letter.

Additional details are contained in the attached letter.

--
Best Regards,

Office Administrator
Leisure Towers Association
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
Phone: (954) 946-2444



1500 S. Ocean Boulevard
Pompano Beach, FL 33062
954-946-2444 (Phone)

1500leisuretowers@gmail.com

April 29, 2022

Mirtha Reinkendorf Masias
162 Lake Monterey Circle
Boynton Beach, FL 33426

NOTICE OF INTENT TO FINE—UNIT #1608

Dear Mirtha:

Leisure Towers Association has worked very hard to improve the community and to make it an enjoyable community in which to live. This is a job that cannot be done alone and the owner's assistance is required.

Leisure Towers Association was notified by the Lauderdale-by-the-Sea Building Officials on 4/27/22 that **CONSTRUCTION/RENOVATION WORK WAS BEING PERFORMED IN YOUR UNIT WITHOUT THE REQUIRED PERMITS.**

Therefore, you are being served with this written "Notice of Intent to Impose a Sanction." You have two options, (1) cure the violation immediately and notify Leisure Towers Association in writing to that effect or (2) request a hearing within 10 days from the date of this letter.

The Leisure Towers Association Board of Directors, by Resolution, has adopted a schedule of fines for typical violations. The proposed fine will be \$100.00 per day up to a maximum of \$1,000.00 per violation.

The proposed sanction shall be imposed unless you submit a written request for a hearing within 10 days from the date of this letter. Your written request should be emailed to the Leisure Towers Association at 1500leisuretowers@gmail.com. Please keep in mind; if you fail to attend the hearing, you automatically forfeit all your rights to the Board of Directors appeal process.

The Leisure Towers Association Compliance Committee will be given a copy of the violation notice, the nature of the violation, any supporting documentation, and your written request for the hearing. The Compliance Committee members will review the facts of your case to determine if in fact a violation exists. You will be given an opportunity to present your case, in addition to your written response requesting a hearing. The Compliance Committee must, by majority vote, either approve or disapprove the imposition of the fine. Their finding will be included in the official minutes.

You will be sent a letter officially informing you of the Compliance Committee's decision along with information concerning your right to appeal to the Board of Directors.

Please contact the office at 954-946-2444 or via email at 1500leisuretowers@gmail.com if you have any questions.

Best Regards,

Leisure Towers Association on Behalf of the Board of Directors

1000



Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: lunes, 2 de mayo de 2022 20:02
Para: 'Leisure Towers'
CC: 'Anthony Muñoz'
Asunto: RE: Notice of Intent to Fine - Unit #1608

Good night

I want to inform you that (my constructor Anthony Munoz and I) were calling today to your phone number and nobody replies. Only the machine telling that we can leave a message, but unfortunately does not permits to leave a message. You must check this alternative that is not working.

According to your below letter, I want to tell that this is the first time I bought an apartment in your country, as I live in Perú, and travel a lot to serveral countries. I was trying to do all the things Ok, but something occurs?

Please contact my constructor, Mr. Anthony Muñoz, phone number 754-465-2061 (he is also copied on this mail) and he will give all the explanations and documentation.

I am for several months trying to use my apartment and it is imposible!!! (It is closed) Each time I am going to Miami I have to go to a hotel or a family house.

Please bear in mind that I will be in Italy and Spain since tomorrow afternoon, passing later to Miami on May 15 where we can have a meeting and explain whatever you need. But please contact my constructor by mail or phone to explain hi mall the things more clearly.

I hope you can understand.

Thanks and hope to see you soon.

Regards,

Mirtha Reinkendorf

De: Leisure Towers [mailto:1500leisuretowers@gmail.com]
Enviado el: viernes, 29 de abril de 2022 21:15
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Notice of Intent to Fine - Unit #1608

Leisure Towers Association was notified by the Lauderdale-by-the-Sea Building Officials on 4/27/22 that
CONSTRUCTION/RENOVATION WORK WAS BEING PERFORMED IN YOUR UNIT WITHOUT THE REQUIRED PERMITS.

Therefore, you are being served with this written "Notice of Intent to Impose a Sanction." You have two options, (1) cure the violation immediately and notify Leisure Towers Association in writing to that effect or (2) request a hearing within 10 days from the date of this letter.

Additional details are contained in the attached letter.

Best Regards,

Office Administrator
Leisure Towers Association
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
Phone: (954) 946-2444



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

Sent To:

MASIAS, MIRTHA H
REINKENDORF

162 LAKE MONTEREY CIR
BOYNTON BEACH, FL 33426

Case #:

21100009

Date:

5/6/2022 1:26:00 PM

Property Owner:

MASIAS, MIRTHA H
REINKENDORF

162 LAKE MONTEREY CIR
BOYNTON BEACH, FL 33426

Property Description:

494307AG1160

Legal Description:

LEISURE TOWERS CONDO UNIT 1608
PER CDO BK/PG: 3767/824

AKA:

1500 S OCEAN BLVD, LAUDERDALE BY
THE SEA, FL 33062 1608

Mailing Purposes Only



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

OFFICE OF THE SPECIAL MAGISTRATE
4501 OCEAN DRIVE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Petitioner,

vs.

MASIAS, MIRTHA H REINKENDORF

Respondent(s)

Case #: 21100009

ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN

TO: MASIAS, MIRTHA H REINKENDORF

162 LAKE MONTEREY CIR BOYNTON BEACH, FL 33426

The Town of Lauderdale-By-The-Sea Special Magistrate, having reviewed evidence and sworn testimony by Affidavit, enters the following Findings of Fact:

1. That the Town of Lauderdale-By-The-Sea Special Magistrate did issue on 11/18/2021, a Final Order in the above captioned case commanding the Respondent(s) to bring the violation(s) specified in said Final Order into compliance or be subject to a fine in the amounts shown below commencing on dates shown below plus an additional fine to cover costs incurred by the City in the amount of \$50.00.

Ordinance/Regulation	Section	Description	Order Date to Comply by	Date Completed	Daily Fine
Florida Building Code ...	6th Edition (2017) FBC BCA Section 105.1	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, e...	1/26/2022		\$100.00

Notes:

At the (4-28-22) Special Magistrate Hearing, the Magistrate found that the violation was not corrected as required and certified the lien. The Magistrate also certified a Hearing Cost of \$200 for this hearing. The original Hearing Cost was not paid and has been certified.

2. That said violation occurred on the following described real property situate, lying and being in Broward County, Florida, to-wit:

FOLIO #: 494307AG1160

DONE AND ORDERED this May 10, 2022

ATTEST:

OFFICE OF THE SPECIAL MAGISTRATE

TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA



SPECIAL MAGISTRATE CLERK


Tom Ansbro

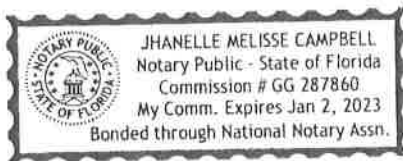
SPECIAL MAGISTRATE

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
___ online notarization, this 10 day of May, 2022 by Megan Small and
Tom Ansbro, respectively, of the Town of Lauderdale-By-The-Sea, who are personally
known to me and who did not take an oath.

My Commission Expires:


NOTARY PUBLIC, State of Florida at Large



Jhanelle Campbell
Print, type or stamp name of Notary

GG 287860
Commission Number, if any

Note: Mail your payment to the above address made payable to The Town of Lauderdale-By-The-Sea.

**LEGAL
DESCRIPTION:**

LEISURE TOWERS CONDO UNIT 1608
PER CDO BK/PG: 3767/824

STREET ADDRESS:

1500 S OCEAN BLVD, LAUDERDALE BY
THE SEA, FL 33062 1608

3. That the Respondent(s) did not comply with the Final Order on or before the date specified therein.

Upon complying with this Final Order, the Respondent(s) **SHALL NOTIFY Wienbarg, G**, the Code Compliance Inspector, who shall have the property inspected and notify the Special Magistrate Clerk if compliance has occurred.

4. A fine in the amounts shown above commencing on dates shown above is hereby confirmed and imposed. This fine shall continue to accrue until such time as the property is brought into compliance at which time the Respondent shall notify the Code Compliance Inspector. **Additionally, a fine of \$200.00 to cover costs incurred in the prosecution of this matter is confirmed and imposed.**

5. The fine and costs shall constitute a lien against the above-described real property pursuant to Chapter 162, Florida Statutes and Chapter 6.5 of the Town of Lauderdale-By-The-Sea Code of Ordinances, as currently enacted or as may be amended from time to time, and **such lien shall be co-equal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles and claims regardless of when created or recorded.** The Special Magistrate Clerk is directed to record a true copy of this Order in the Public Records of Broward County, Florida. Any such lien which accrues more than (90) days after the date it is recorded and which remains unpaid, may be referred to a collection agency which shall result in the imposition of additional collection fees.

You may request, in writing, a hearing before the Special Magistrate to contest the finding of non-compliance and imposition of fines. Said hearing shall be limited to consideration of whether the violation(s) was/were timely complied. A written request for a hearing MUST BE MADE TO THE OFFICE OF THE SPECIAL MAGISTRATE AND RECEIVED WITHIN TWENTY (20) DAYS OF THE DATE OF THIS NOTICE. You will be notified of a hearing date and time. If no timely request is received, this Order Imposing Fine and Claim of Lien entered by the Special Magistrate will be recorded in the Public Records of Broward County, constituting a lien on the subject real property.

Respondents may appeal a final administrative order of the Special Magistrate for the Town of Lauderdale-By-The-Sea to the Circuit Court. An appeal must be filed within thirty (30) days of the execution of the Order to be appealed.

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: domingo, 8 de mayo de 2022 17:44
Para: Anthony Muñoz
Asunto: Fwd: Integrity Property Management

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Leisure Towers <1500leisuretowers@gmail.com>
Fecha: 7 de mayo de 2022, 2:49:58 a.m. GMT+2
Para: Leisure Towers <1500leisuretowers@gmail.com>
Asunto: Integrity Property Management

We finalized and signed the contract with Integrity Property Management this week. Julia Bailey is our new Community Association Manager (CAM). She will be onsite a few hours per week. Once Julia knows which days she will be onsite at our building, we will let you know.

Integrity is in the process of interviewing candidates for the front desk position. We will keep you updated on the progress.

Edwardo (maintenance) and Monica (janitorial) are also part of our team via a separate contract with CHI Maintenance & Janitorial Services.

Please send an email to 1500leisuretowers@gmail.com if you need any assistance.

As a reminder, all maintenance and janitorial requests must be submitted in writing to 1500leisuretowers@gmail.com. No verbal requests can be accepted as we need to track all requests.

Thanks for your understanding and cooperation.

--
Best Regards,

Office Administrator
Leisure Towers Association
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
Phone: (954) 946-2444

Mirtha Reinkendorf

De: Anthony Muñoz <cc.contractingcorp@gmail.com>
Enviado el: viernes, 13 de mayo de 2022 08:24
Para: Mirtha Reinkendorf
Asunto: Re: Permits
Datos adjuntos: Permits.pdf

Hello,
Not yet, he said Monday for sure.

Anthony Munoz
754-465-2061

On May 12, 2022, at 7:15 PM, Mirtha Reinkendorf <mreinkendorf@ebdperu.com> wrote:

Please take note. Did you already have the documents ready?

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Leisure Towers <1500leisuretowers@gmail.com>
Fecha: 12 de mayo de 2022, 7:48:30 p.m. GMT+2
Para: Leisure Towers <1500leisuretowers@gmail.com>
Asunto: Permits

Please be advised that all unit demolition, construction, remodeling, AC replacements, window replacements, new kitchens, etc. require a permit from the Lauderdale-by-the Sea Building Officials.

In addition, an approved Association Architectural Review form and contractor damage deposit are required by the Association before any work can begin.

Attached is a list of units that currently have the approved permits from Lauderdale-by-the-Sea and are authorized by the Association to perform work in their units.

This list will be updated and distributed periodically.

Thanks for your understanding and cooperation.

--
Best Regards,

Leisure Towers Association
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
Phone: (954) 946-2444

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: lunes, 16 de mayo de 2022 07:41
Para: Anthony Muñoz
Asunto: Fwd: FPL Customer Correspondence

More problems! I do not know why they do that! I am Pat ing all the months. Will you please check.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: FPL Communications <FPL_Communications@ecc.fpl.com>

Fecha: 13 de mayo de 2022, 1:42:10 p.m. EDT

Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>

Asunto: Re: FPL Customer Correspondence

Responder-Para: no-reply@ndr.ecc.fpl.com



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MIRTHA HAYDEE REINKENDORF-MA SIAS

Account #: *****2388

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The FPL meter at the above address has been removed, and the service has been disconnected. If you would like to close your account, please contact me at 561-640-2483 or 1-800-226-3545.

If you plan to keep your account open, you are responsible for repairs to the meter enclosure. FPL suggests that you contact a licensed electrical contractor to perform these repairs and obtain appropriate permits and applicable electric inspections.

You or your contractor may contact us at 954-956-2014 to make an appointment for the reconnection of your electric service. The electrical inspection, if required by the local authority, must be reported to FPL prior to the appointment and reinstallation of the meter. During this time period, your account must remain current to keep the account open, and

you will be billed a minimum service charge.
Repairs should be completed by October 31,
2022 to avoid having your account closed.

We look forward to working with you to resolve
this matter.

Sincerely,
Michelle
FPL Customer Accounting

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[FPL.com](https://www.fpl.com)

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Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: lunes, 16 de mayo de 2022 07:44
Para: Anthony Muñoz
Asunto: Re: Permits
Datos adjuntos: Permits.pdf

Hello
Today you will have all?
Enviado desde mi iPhone

El may. 13, 2022, a la(s) 9:24 a.m., Anthony Muñoz <cc.contractingcorp@gmail.com> escribió:

Hello,
Not yet, he said Monday for sure.

Anthony Munoz
754-465-2061

On May 12, 2022, at 7:15 PM, Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

Please take note. Did you already have the documents ready?

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: Leisure Towers <1500leisuretowers@gmail.com>
Fecha: 12 de mayo de 2022, 7:48:30 p.m. GMT+2
Para: Leisure Towers <1500leisuretowers@gmail.com>
Asunto: Permits

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Thanks for your understanding and cooperation.

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Best Regards,

Leisure Towers Association

1500 S. Ocean Blvd.

Pompano Beach, FL 33062

Phone: (954) 946-2444

Leisure Towers

1500 South Ocean Blvd, Pompano Beach, FL 33062

Architectural Review (Construction/Remodeling) Checklist

In order to commence any type of construction/remodeling work in a unit, the following materials need to be provided to the management office for review and approval by the LTA Board of Directors: (NOTE: It is solely the owner(s) responsibility to make sure that all items are provided and followed up on with their contractors.)

PRE-APPROVAL:

Completed Architectural Review Form signed by owner(s), to be signed by two members of the Board, upon review of the following:

- 1 Copy of Signed Contract between Owner and Contractor
- 2 Copy of Contractor's Business License
- 3 Copy of Contractor's Insurance Certificate naming Leisure Towers a named Loss Payee
- 4 Copy of all proposed work to be done, including any and all drawings
- 5 A \$500 (minor) or \$1500 (major) refundable Security Deposit (which will be deposited)
- 6 Copy of the Permit Applications (one copy provided to the office and one copy posted on the unit door) with the city of Lauderdale-By-The-Sea before work begins.

POST COMPLETION OF WORK:

- 1 Copy of all Closed and Final Permits for All Work Done by Contractor submitted to the Office
- 2 Inspection of Common Areas by Management
- 3 Request for Refund of Contractor Deposit in Writing along with Mailing Address



1500 S. Ocean Boulevard
Pompano Beach, FL 33062
954-946-2444 (Phone)

1500leisuretowers@gmail.com

**UNITS WITH APPROVED PERMITS
FROM LAUDERDALE-BY-THE-SEA
As of 5/12/22**

UNIT #	PERMIT APPROVED FOR
505	KITCHEN & BATHROOM RENOVATION, FIXTURES, NEW CABINETRY, INSTALL 1 SPRINKLER HEAD
1103	INTERIOR RENOVATION W/FLOORING
1105	INTERIOR RENOVATION- KITCHEN, LAUNDRY, BATHROOM & FLOORING
1501	KITCHEN REMODEL & FLOORING
PHA	INTERIOR DEMO, INTERIOR REMODEL

Please Note: Additional details regarding these permits can be found on Lauderdale-by-the Sea's online permit portal at:

https://www.citizenserve.com/Portal/PortalController?Action=showHomePage&ctzPagePrefix=Portal &installationID=117&original iid=0&original_contactID=0

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: lunes, 16 de mayo de 2022 17:15
Para: Anthony Muñoz
Asunto: Re: FPL Customer Correspondence

I Can not understand
Why somebody complaint!

Enviado desde mi iPhone

El may. 16, 2022, a la(s) 3:59 p.m., Anthony Muñoz <cc.contractingcorp@gmail.com> escribió:

Hello,

Yes, I will call and straighten this out. This was uncalled for. It had to be from a complaint from someone in the building. Asbestos report will be in my hands in the morning and I'll submit everything tomorrow and call you when I do. Thank you

Anthony Munoz
754-465-2061

On May 16, 2022, at 8:41 AM, Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

More problems! I do not know why they do that! I am Pat ing all the months.
Will you please check.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: FPL Communications
<FPL_Communications@ecc.fpl.com>
Fecha: 13 de mayo de 2022, 1:42:10 p.m. EDT
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: FPL Customer Correspondence
Responder-Para: no-reply@ndr.ecc.fpl.com



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MIRTHA HAYDEE REINKENDORF-MA SIAS

Account #: *****2388

[Update Email](#)

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We look forward to working with you to resolve this matter.

Sincerely,
Michelle
FPL Customer Accounting

Please do not reply to this email, this address is not monitored. For help, visit [FPL.com](https://www.fpl.com)

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Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: martes, 31 de mayo de 2022 19:55
Para: 'Anthony Muñoz'
Asunto: RV: Unit #1608--Architectural Review Forms
Datos adjuntos: Architectural Review CHECK LIST - Copy.pdf; Architectural Review FORM_050122.pdf

Hello Anthony

Unfortunately, the problems are following. I found this mail in the inbox of no desired mails. Please keep me updated and what you are going to do with this. It is urgently requested your action.

Regards,

Mirtha Reinkendorf

De: Leisure Towers [mailto:1500leisuretowers@gmail.com]
Enviado el: martes, 10 de mayo de 2022 16:45
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Unit #1608--Architectural Review Forms

Attached please find the architectural review forms that need to be completed and approved. A refundable contractor damage deposit in the amount of \$1500 is also required.

Best Regards,

Leisure Towers Association
1500 S. Ocean Blvd.
Pompano Beach, FL 33062
Phone: (954) 946-2444

Leisure Towers

1500 South Ocean Blvd, Lauderdale-By-The-Sea, FL 33062

UNIT MODIFICATION APPROVAL

Owner Name: _____ Unit #: _____

The Contractor _____

will be performing construction/remodeling work as follows:

I understand that as a Unit Owner, I am responsible and liable for the action of my contractors and employees while on the premises. I agree to abide by the Association rules and regulations, and I also agree to ensure that the contractor also abides by the rules and regulations while on the premises, I further understand that any costs to clean up, dispose of debris, or repair damage to common elements, including applicable fees for consulting, legal fees, or agent expense related to any project will be charged back to my unit with any fine and legal fee. I understand that I cannot alter any common element without the consent and approval of the Board.

Unit Owner	Printed Name	Signature	Date
------------	--------------	-----------	------

Board Member Approval	Printed Name	Signature	Date
-----------------------	--------------	-----------	------

Board Member Approval	Printed Name	Signature	Date
-----------------------	--------------	-----------	------

Leisure Towers

1500 South Ocean Blvd, Lauderdale-By-The-Sea, FL 33062

First offense of any of the following will be to notify the unit owner in writing. Second confirmed offense will result in immediate fines as determined by the Board and will include any charges and costs incurred to return the unit to the Boards' /and/or City of Lauderdale-by-the Sea's standards.

1. A unit owner must notify management in writing of any planned remodeling/construction work prior to commencement. Plans for altering, combining, or dividing units must have written approval from the Board prior to beginning any work. This includes changes in the inner construction of the unit, such as removing, relocating, and changing the décor of the outside walls and doors or revisions to existing piping and/or electrical service. Proposals for change which might involve the building's basic structural design must be accompanied by a plan prepared and approved by a Florida licensed engineer, whose professional seal shall be impressed on the plan. Assurance that no common area warranty will be negated must be supplied and a certificate of insurance with a limit of no less than 1 million (\$1,000,000) in liability naming the Association and its Agent must be received by management prior to work being considered for approval. Any attempted alteration prior to Board approval will be stopped by court action if necessary.

2. Owners and/or their contractors must obtain any and all needed permits, and shall arrange for inspection by proper authorities, such as but not limited to the City of Lauderdale-By-The-Sea. Such permits must be posted at the entrance of the unit during the activity. The owner must obtain a Certificate of Insurance naming the Association as an Additional Insured for liability and property damage in amounts sufficient to satisfy the Association, a copy of which shall be promptly provided to Management before work begins. The Association maintains the right to terminate any work if there is non-compliance to any of the rules and regulations.

3. All contractors must sign-in and out of the building with Management; showing proper identification when requested.

4. All plumbing, structural, and electrical work must be performed by licensed and insured professionals.

5. Owners may never alter common elements and/or limited common elements without Board approval. This covers repainting windows, doors, balcony railings, catwalk coverings, etc. that face common areas. Such approval may require a vote of the entire ownership. If such vote is required, it is the unit owner's responsibility to notify and seek approval from the unit owners in accordance with the Associations' documents and the Florida Condominium Act.

6. If work extends to or affects any common element, the owner must get approval of the Board. Drawings, plan, and a written explanation of the type and scope of work must be attached. In the event

Leisure Towers

1500 South Ocean Blvd, Lauderdale-By-The-Sea, FL 33062

that water cannot be turned off in other units, 72 hours' notice must be given. The charge for water shutdown is \$250.

7. The owner is responsible and financially liable for any damage to common areas and other units that occur because of contractor activity. The unit owner must be able to provide proof of Homeowners insurance to indemnify the Association and protect unit owner in the event of damage. This is in addition to the contractor's insurance.

8. In order to minimize disturbance to other owners, construction work must be performed between the hours of 9:00AM and 4:45PM, Monday through Friday. Contractor may not enter building prior to 9:00AM and must be out of the building prior to 4:45PM. No work will be done on Saturdays, Sundays or Holidays. The contractor will hang or lay protective tarps when necessary and prevent dust from entering the HVAC system and other units by covering over air vents when necessary.

9. Construction debris will not be dumped down the trash chutes or left anywhere in the common areas. Oversize debris is to be taken downstairs in the padded elevator only, and removed from the premises each day by the contractor.

10. Excessively loud talking, yelling, and boisterous behavior; loitering, eating, drinking, and politicking, are activities forbidden in common areas by all contractors.

11. Proper attire must be worn in common areas at all times; shoes and shirts must be worn in common areas. Contractors will ensure that footwear is clean, and they do not track dirt, and that studded soles do not mar floor coverings.

12. Smoking and/or carrying tobacco lighted products into the building is prohibited by local municipal code. Smoking is prohibited in all common areas including balconies and roof by all contractors.

13. Delivering of materials and equipment will be done using the elevator. Any use of elevator must be done via that same elevator. Any use of elevator must be done with protective pads and floor protection with no exception. The front lobby is NEVER used. The owner is responsible for reserving the elevator with Management prior to use, failure to do so will be treated as an unauthorized move and subject to fines. Contractor is not to leave unattended vehicles while loading or unloading. Unauthorized vehicles will be towed. Large vehicles must be permitted by Management.

14. No equipment or materials may be stored on catwalks or common areas.

15. Under NO circumstances shall building keys/fobs be given to Contractor.

Leisure Towers

1500 South Ocean Blvd, Lauderdale-By-The-Sea, FL 33062

16. Appropriate fines will be levied by Board at its sole discretion against any owner contracting or commencing work without required Board approval, including charges for damage and costs to return the building to its original and acceptable state.
17. Any alteration or damage to the common elements or limited common elements will be the responsibility of the unit owners. Repairs to that area will be done by Certified contractor and to an appropriate level to render any warranty or general level of aesthetic that existed prior to the unauthorized activity.
18. No unit owner or their contractor is permitted to alter, re-route, or cut/splice their incoming service phone line. No work may be performed in the cable or phone control rooms.
19. Approval to proceed/commence requires the approval of two board members

Mirtha Reinkendorf

De: Anthony Muñoz <cc.contractingcorp@gmail.com>
Enviado el: viernes, 10 de junio de 2022 14:57
Para: Mirtha Reinkendorf
Asunto: Re: FPL Customer Correspondence

Hello, the user name is cc.contractingcorp@gmail.com and password is condoProject1

Anthony Munoz
754-465-2061

On Jun 10, 2022, at 3:05 PM, Mirtha Reinkendorf <mreinkendorf@ebdperu.com> wrote:

Good afternoon Anthony

My son told me what you spoke with him. I am more worried than Ever.

I spoke today with the person in charge at the Broward. Org, and he told you miss to pay USD 50.00, so no review have been done.

We need your information to pay ourselves by internet. The person I spoke was Chaumcey, he told me your user was 18USA24976869, but we need your code to pay, you are the onl person that have the code.

Please send it asap to pay us and begin with the process. It is very, very important you know to do this today.

Thanks,

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]
Enviado el: lunes, 16 de mayo de 2022 15:00
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: FPL Customer Correspondence

Hello,

Yes, I will call and straighten this out. This was uncalled for. It had to be from a complaint from someone in the building. Asbestos report will be in my hands in the morning and I'll submit everything tomorrow and call you when I do. Thank you

Anthony Munoz
754-465-2061

On May 16, 2022, at 8:41 AM, Mirtha Reinkendorf
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More problems! I do not know why they do that! I am Pat ing all the months.
Will you please check.

Enviado desde mi iPhone



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The transaction was successfully completed. Thanks!
Your confirmation information is below.

CONFIRMATION INFORMATION

Items Paid For: 0000127369

Transaction Date: 6/10/2022 7:05 PM

Transaction No.: 2022061000126

Total Amount: \$50.00

Bank Authorization No.
005442

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Asbestos - Statement of Responsibilities	0000207236	FINISH	0000127369	In Review	May 26, 2022	Ocean Blvd

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Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: viernes, 10 de junio de 2022 18:23
Para: 'Anthony Muñoz'
CC: Karl Ierkic
Asunto: RV: Attached Image
Datos adjuntos: 1805_001.pdf

Good afternoon Anthony

I have already paid, a few minutes ago, the USD 50.00 review. I am attaching the documents that state that payment.

Please keep in contact with us.

Regards,

Mirtha Reinkendorf

Mirtha Reinkendorf

De: BCSD_PAYMENT_CONFIRM@broward.org
Enviado el: viernes, 10 de junio de 2022 18:06
Para: Mirtha Reinkendorf; AirAsbestos@broward.org
Asunto: Broward County ePermit Online Payment Receipt

Thank you for your payment.

Please print this message for your records.

If any information below is inaccurate, please call us at (954) 765-4400 immediately.

Receipt Date: 6/10/2022 7:05 PM

Items Paid For: 0000127369

Transaction ID: 2022061000126

Total: \$50.00

Convenience Fee: \$0.00

Grand Total: \$50.00

Confirmation number: Epermits Online Payment-Authorization Code: 005442

Billing Information

Date Paid: 6/10/2022 7:05 PM

Paid By: mirtha reinkendorf

Credit Card #: ***7013**

Contact Information

Address: cerros de san francisco 613 lima FL 15023

Phone: 519-935-14222

Email: mreinkendorf@ebdperu.com

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Your confirmation information is below.

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Bank Authorization No.
005442

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Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: viernes, 17 de junio de 2022 18:39
Para: 'Anthony Muñoz'
Asunto: RE: FPL Customer Correspondence

Anthony

I need to speak with you, about the following steps to follow. When is the best day and hour to speak with you, please.

Mirtha

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]
Enviado el: viernes, 10 de junio de 2022 14:57
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: FPL Customer Correspondence

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Anthony Munoz
754-465-2061

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Please send it asap to pay us and begin with the process. It is very, very important you know to do this today.

Thanks,

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]
Enviado el: lunes, 16 de mayo de 2022 15:00
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: FPL Customer Correspondence

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754-465-2061

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More problems! I do not know why they do that! I am Pat ing all the months.
Will you please check.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: FPL Communications

<FPL_Communications@ecc.fpl.com>

Fecha: 13 de mayo de 2022, 1:42:10 p.m. EDT

Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>

Asunto: Re: FPL Customer Correspondence

Responder-Para: no-reply@ndr.ecc.fpl.com



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MIRTHA HAYDEE REINKENDORF-MA SIAS

Account #: *****2388

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The FPL meter at the above address has been removed, and the service has been disconnected. If you would like to close your account, please contact me at 561-640-2483 or 1-800-226-3545.

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you will be billed a minimum service charge.
Repairs should be completed by October 31,
2022 to avoid having your account closed.

We look forward to working with you to resolve
this matter.

Sincerely,
Michelle
FPL Customer Accounting

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[FPL.com](https://www.fpl.com)

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Mirtha Reinkendorf

De: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Enviado el: lunes, 20 de junio de 2022 14:19
Para: Anthony Muñoz
Asunto: Surprise

I spoke today with Broward.org and told me you have not presented the requested documents! The plana, drawings, they send you an email on jume 10 requesting this!

I feel like a fool having to make your work !

If you are not going to make the Job do not make me loose my time and money It passed 1 month since I was in Pompano and nothing better has happen only that you do not do your work!

Enviado desde mi iPhone

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: lunes, 20 de junio de 2022 05:36
Para: Anthony Muñoz
Asunto: Re: FPL Customer Correspondence

Anthony
I have not received your reply! Do you understand it is urgently!!

Enviado desde mi iPhone

El jun. 17, 2022, a la(s) 6:39 p.m., Mirtha Reinkendorf <mreinkendorf@ebdperu.com> escribió:

Anthony
I need to speak with you, about the following steps to follow. When is the best day and hour to speak with you, please.
Mirtha

De: Anthony Muñoz [mailto:cc.contractingcorp@gmail.com]
Enviado el: viernes, 10 de junio de 2022 14:57
Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Asunto: Re: FPL Customer Correspondence

Hello, the user name is cc.contractingcorp@gmail.com and password is condoProject1

Anthony Munoz
754-465-2061

On Jun 10, 2022, at 3:05 PM, Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

Good afternoon Anthony
My son told me what you spoke with him. I am more worried than Ever.
I spoke today with the person in charge at the Broward. Org, and he told you miss to pay USD 50.00, so no review have been done.
We need your information to pay ourselves by internet. The person I spoke was Chaumcey, he told me your user was 18USA24976869, but we need your code to pay, you are the onl person that have the code.
Please send it asap to pay us and begin with the process. It is very, very important you know to do this today.
Thanks,

De: Anthony Muñoz [<mailto:cc.contractingcorp@gmail.com>]

Enviado el: lunes, 16 de mayo de 2022 15:00

Para: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>

Asunto: Re: FPL Customer Correspondence

Hello,

Yes, I will call and straighten this out. This was uncalled for. It had to be from a complaint from someone in the building. Asbestos report will be in my hands in the morning and I'll submit everything tomorrow and call you when I do. Thank you

Anthony Munoz
754-465-2061

On May 16, 2022, at 8:41 AM, Mirtha Reinkendorf
<mreinkendorf@ebdperu.com> wrote:

More problems! I do not know why they do that! I am Pat ing
all the months. Will you please check.

Enviado desde mi iPhone

Inicio del mensaje reenviado:

De: FPL Communications

<FPL_Communications@ecc.fpl.com>

Fecha: 13 de mayo de 2022, 1:42:10 p.m. EDT

Para: Mirtha Reinkendorf

<mreinkendorf@ebdperu.com>

Asunto: Re: FPL Customer Correspondence

Responder-Para: no-reply@ndr.ecc.fpl.com



[LOG IN](#)

[PAY
BILL](#)

MIRTHA HAYDEE REINKENDORF-MA SIAS

Account #: *****2388

[Update Email](#)

The FPL meter at the above address has been removed, and the service has been disconnected. If you would like to close your account, please contact me at 561-640-2483 or 1-800-226-3545.

If you plan to keep your account open, you are responsible for repairs to the meter enclosure. FPL suggests that you contact a licensed electrical contractor to perform these repairs and obtain appropriate permits and applicable electric inspections.

You or your contractor may contact us at 954-956-2014 to make an appointment for the reconnection of your electric service. The electrical inspection, if required by the local authority, must be reported to FPL prior to the appointment and reinstallation of the meter. During this time period, your account must remain current to keep the account open, and you will be billed a minimum service charge. Repairs should be completed by October 31, 2022 to avoid having your account closed.

We look forward to working with you to resolve this matter.

Sincerely,
Michelle
FPL Customer Accounting

Please do not reply to this email, this address is not monitored. For help, [FPL.com](https://www.fpl.com)

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C729 - 4d872c7a760808dda9a1a48c62123800

Mirtha Reinkendorf

De: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Enviado el: domingo, 26 de junio de 2022 11:07
Para: Anthony Muñoz
Asunto: My blue prints

Anthony

Your decisión of not communicating with me or Make your work that I already paid make a great harm to me besides the fine of the City Hall I need the plans, blue prints I paid to you And send to my nice house Marisol Flores 162 Lake Monterrey Circle

Boynton Beach , 33426

I need them urgently

Please confirm that you will send by return mail

Enviado desde mi iPhone

Mirtha Reinkendorf

De: Mirtha Reinkendorf
Enviado el: domingo, 3 de julio de 2022 21:53
Para: 'Anthony Muñoz'
Asunto: RE: My blue prints

Good night Anthony

I spoke today with the constructor Mr Fernandini, and he told me spoke with you and that you told him that you will begin my work this Tuesday july 5.

Please confirm, it is extremely important that you confirm to me that.

Thanks and regards,

-----Mensaje original-----

De: Mirtha Reinkendorf [mailto:mreinkendorf@ebdperu.com] Enviado el: domingo, 26 de junio de 2022 11:07
Para: Anthony Muñoz <cc.contractingcorp@gmail.com>
Asunto: My blue prints

Anthony

Your decisión of not communicating with me or Make your work that I already paid make a great harm to me besides the fine of the City Hall I need the plans, blue prints I paid to you And send to my nice house Marisol Flores

162 Lake Monterrey Circle

Boynton Beach , 33426

I need them urgently

Please confirm that you will send by return mail

Enviado desde mi iPhone

Case Overview

August 1, 2022

Property/Incident Information

Owner	Address	Site Address
MASIAS, MIRTHA H REINKENDORF	162 LAKE MONTEREY CIR BOYNTON BEACH, FL 33426	1500 S OCEAN BLVD, LAUDERDALE BY THE SEA, FL 33062 1608

Legal Description

LEISURE TOWERS CONDO UNIT 1608 PER CDO BK/PG: 3767/824

Description

WWOP reported by PM.

Case Status	Open	Case #	21100009	Date Next Inspection	4/28/2022
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Notes FBC 105.1 - Interior renovations done without a Permit from the Town.
As per Building Official: Interior remodel work without permit. Stop Work Order posted October 13, 2021.
Corrective Action required: Please obtain an after-the-fact permit for the interior work done without a permit. Please comply with any stipulations of the permit(s), obtain all required inspections, and ensure that the permit(s) is Closed.
For assistance with permitting or questions about the violation, you may contact the Building Department at 954-640-4215 or building@lbts-fl.gov.

If you have any questions or concerns, please contact code inspector Greg Wienbarg at 954-531-5596, or via email gregw@lauderdalebythesea-fl.gov

Documents Issued

<u>Date Issue</u>	<u>Document Type</u>
10/12/2021	Complaint
10/13/2021	Notice of Violation
10/13/2021	Notice of Hearing
10/13/2021	Affidavit of Service
11/17/2021	Affidavit of Non-Compliance
11/19/2021	Notice of Hearing
11/19/2021	Final Order
1/13/2022	Affidavit of Non-Compliance
1/26/2022	Affidavit of Non-Compliance
2/4/2022	Special Magistrate Mitigation
2/5/2022	Notice of Hearing
2/24/2022	Affidavit of Non-Compliance
3/2/2022	Notice of Hearing
3/28/2022	Notice of Hearing
4/27/2022	Affidavit of Non-Compliance
5/6/2022	Order of Imposition/Liens
7/6/2022	Lien Recorded Information

Case Overview

Violations

Ordinance/Regulation	Section	Description	Date Complied
Florida Building Code	6th Edition (2017) FBC BCA Section 105.1	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this Code, or to cause any such work to be done; or to change the Occupancy of a building or structure from one use Group to another requiring greater strength, means of egress, fire and sanitary provisions; or to change to an unauthorized or prohibited use; or to install or alter any equipment for which provision is made or the installation of which is regulated by this Code; shall first make application to the Building Official and/or Fire Code Official as indicated in the FFPC or a duly authorized representative and obtain the required permits. A permit shall be deemed...	Not in Compliance - Reinspection Date: 4/28/2022

Fines

<u>Fine Type</u>	<u>Section</u>	<u>Fine Type</u>	<u>Date Complied</u>	<u>Total Fine</u>
Individual Violation	6th Edition (2017) FBC BCA Section 105.1	Individual Violation		\$19,400.00
Admin Fixed		Admin Fixed		\$50.00
Admin Fixed		Admin Fixed		\$200.00
			Total Fines	\$19,650.00

Payments

<u>Date</u>	<u>Payment Type Name</u>	<u>Amount</u>
	Total Payments	\$0.00
	Fees Outstanding	\$19,650.00

August 5, 2022

Anthony, I came to your home because
you did not reply my phone calls nor
the Whatsapp. I need my money
please contact me tomorrow or I
will have to take another actions.
I have to return to my country!
You know it is the money of my
retirement. If you do not have all the
money right now, please speak with
me right now.
Call me

Myrtle Pinkendaf

Mirtha Reinkendorf

De: Mirtha Reinkendorf <mreinkendorf@ebdperu.com>
Enviado el: lunes, 15 de agosto de 2022 00:28
Para: David Lee
Asunto: 1500 S Ocean Blvd/Unit 1608

Good night Mr Lee

I am Mirtha Reinkendorf, the Owner of said apartment. I was in your office with the former , Mr Anthony Muñoz, ending May.(I do not know if you remember me) It was supposed that he was going to pay he license and you gave us this day that the license cost for remodeling will be the double because he made demolitio with out license. The license was about \$ 1560 with the double you said it was a round \$ 3560 aprox. I do not remember exactly the amount.

Finally, he disappeared with my \$ 24,000 I gave him. He cheated me all this time as I live in Perú and trusted in him. I lost a lot of money with that Guy, it is the money of my retirement fund! Can you imagine how I feel?

Now, I have a New constructor and he is doing all Ok. I have to pay to your Office, this week the license fee. Will you be so kind to finally give me the exact amount in order to Pay for the license.

Thanks very much for your kind assistance.

Mirtha Reinkendorf

Enviado desde mi iPhone

TOWN-OF-LAUDERDALE-BY-

4501 Ocean Dr.

Fort Lauderdale, FL 33308

Phone: (954)640-4200

Term ID: 001

Sale - Approved

Date: 08/15/22

Time: 14:02:02

Card Type: Chase

Entry Method: Manual

Card #: XXXXXXXXXXXX0723

Invoice #: 081522

Approval Code: 020214

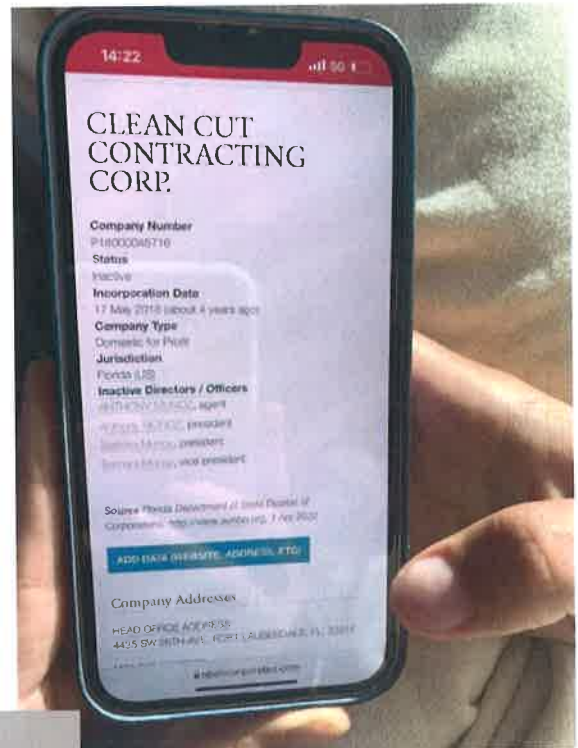
Amount

\$8,894.12

I agree to pay the above total amount according to the card
issuer agreement. (Merchant agreement if credit voucher)

Thank You!

Customer Copy





LIST OF WHATSSAPP BETWEEN MIRTHA REINKENDORF AND ANTHONY MUÑOZ

SINCE: OCTOBER 08, 2021
TO: AUGUST 5, 2022

MARKED IN BLUE: WHATSSAPP SEND FROM MIRTHA REINKENDORF TO ANTHONY MUÑOZ

MARKED IN YELLOW: WHATSSAPP SEND FROM ANTHONY MUÑOZ TO MIRTHA

[10/8/21 4:18:30 p.m.] Anthony Muñoz: Los mensajes y las llamadas están cifrados de extremo a extremo. Nadie fuera de este chat, ni siquiera WhatsApp, puede leerlos ni escucharlos.

[10/8/21 4:18:30 p.m.] Mirtha Reinkendorf: Hello

[10/8/21 4:18:45 p.m.] Mirtha Reinkendorf: It is Mirtha for the apartment in Pompano

[10/8/21 4:18:57 p.m.] Mirtha Reinkendorf: I am right now in Peru

[10/8/21 4:21:06 p.m.] Mirtha Reinkendorf: You send the document Broward County Uniform Building Permit Application to sign, and it says that my signature must be Also certified my signsture by a Notary?

[10/11/21 5:59:42 p.m.] Mirtha Reinkendorf: I send you aguin a New document

[10/11/21 5:59:48 p.m.] Mirtha Reinkendorf: Again

[10/12/21 1:46:33 p.m.] Mirtha Reinkendorf: Hello

[10/12/21 1:47:35 p.m.] Mirtha Reinkendorf: Any News about the document I send you yesterday?

[10/12/21 4:11:49 p.m.] Mirtha Reinkendorf: Hi Anthony

I send the document today again. Please confirm it is ok

Thanks

[10/13/21 7:54:31 a.m.] Anthony Muñoz: Hello, yes I received it ok. Thank you

[10/13/21 10:19:39 a.m.] Mirtha Reinkendorf: 📄

[11/3/21 11:00:10 a.m.] Mirtha Reinkendorf: Hello

[11/3/21 7:42:32 p.m.] Mirtha Reinkendorf: Hello Anthony

Any news???

[11/8/21 11:14:02 a.m.] Mirtha Reinkendorf: Hi Anthony

[11/8/21 11:15:32 a.m.] Mirtha Reinkendorf: Which is the Best date you have to Obtain the authorization?

[11/29/21 9:40:56 a.m.] Mirtha Reinkendorf: Hello Anthony

[11/29/21 9:41:49 a.m.] Mirtha Reinkendorf: I am in Florida

[11/29/21 9:42:00 a.m.] Mirtha Reinkendorf: Do you have any news?

[11/29/21 12:20:25 p.m.] Anthony Muñoz: Hello, can I call you back shortly?

[11/29/21 12:20:32 p.m.] Mirtha Reinkendorf: Yes

[11/30/21 1:31:55 p.m.] Mirtha Reinkendorf: I am a little worry

[11/30/21 1:32:22 p.m.] Mirtha Reinkendorf: No news? Waiting your Call yesterday

[12/1/21 3:20:07 p.m.] Mirtha Reinkendorf: I have the draft of the apartment already

Please give me your email yo send to you

[12/4/21 2:36:47 p.m.] Mirtha Reinkendorf: Hello

[12/4/21 2:37:32 p.m.] Mirtha Reinkendorf: Any news?

[12/7/21 1:41:57 p.m.] Mirtha Reinkendorf: H ello

[12/9/21 2:10:47 p.m.] Mirtha Reinkendorf: Hello

[12/9/21 2:10:53 p.m.] Mirtha Reinkendorf: Any news?

[12/22/21 11:20:41 a.m.] Mirtha Reinkendorf: Hello Anthony

[12/22/21 11:20:46 a.m.] Mirtha Reinkendorf: Any news?

[12/22/21 11:21:23 a.m.] Mirtha Reinkendorf: I have received a letter with penalties! And should be in the court on January 24

[12/22/21 11:22:25 a.m.] Anthony Muñoz: Hello, we will have the paperwork done way before then so we could beat that when the time comes.

[12/22/21 11:23:11 a.m.] Mirtha Reinkendorf: They want me to pay 100 dollars daily! They are crash

[1/7/22 1:18:44 a.m.] Mirtha Reinkendorf: Hello Anthony

I an a little worry as I do not find the letter I received from the Court for my January 24 presentation. Do you where can I obtain a copa quickly?

[1/12/22 9:17:21 a.m.] Mirtha Reinkendorf: Good morning Anthony

Today is 12 and I have to be at Court the 24

You told this week will be ready this week

Please Up date me today about all

[1/12/22 9:20:43 a.m.] Anthony Muñoz: Good morning, I will speak with the architect today and update you before the end of the day. This is taking way too long but we will get through it

[1/12/22 9:24:26 a.m.] Mirtha Reinkendorf: I am trying not to Travel if you have all the problem solved before but I can not wait too much to Buy my tiket

[1/12/22 9:25:15 a.m.] Anthony Muñoz: Ok, we'll take care of it.

[1/14/22 1:00:13 p.m.] Mirtha Reinkendorf: Hello Anthony

Any news?

[1/17/22 7:34:43 p.m.] Mirtha Reinkendorf: imagen omitida

[1/17/22 7:34:43 p.m.] Mirtha Reinkendorf: imagen omitida

[1/17/22 7:34:43 p.m.] Mirtha Reinkendorf: imagen omitida

[1/18/22 4:50:40 p.m.] Mirtha Reinkendorf: Hello

[1/18/22 4:55:50 p.m.] Mirtha Reinkendorf: Hello Anthony

The person who I spoke today is Greg Wienbarg from

Tomen of Lauderdale by the sea. 4501 Ocean Drive

In order to avoid my trip to Miami and he can review the case, he Id Ask ing me the name of the perdón to who you talked. It seems rare that nothing appears in the system as presented. It is supposed to present and then they request Changes, but un our case nothing appears presented. Please reply me tonight with the name of the person and the documents you already have (send me photos) it is extrémele urgent

[1/18/22 7:38:19 p.m.] Mirtha Reinkendorf: Perdon =person

[1/19/22 11:34:22 a.m.] Mirtha Reinkendorf: Anthony please I need the documents we spoke yesterday and the name of the person who always requests changes. There is no document in the System registered!!! Please is extrémele urgent!!

[1/19/22 11:34:52 a.m.] Anthony Muñoz: imagen omitida

[1/19/22 11:36:11 a.m.] Mirtha Reinkendorf: I am so sorry! When do you expect to be out of the hospital

[1/19/22 11:37:06 a.m.] Anthony Muñoz: Hopefully after recovery from surgery.

Today or tomorrow

[1/19/22 11:37:13 a.m.] Mirtha Reinkendorf: Ok

[1/19/22 11:42:11 a.m.] Anthony Muñoz: Thank you 🙏

[1/19/22 8:22:18 p.m.] Mirtha Reinkendorf: How are you feeling?

[1/19/22 8:22:50 p.m.] Mirtha Reinkendorf: I am Traveling this sunday to be at 5pm on the Court on monday 24

[1/21/22 1:35:03 p.m.] Mirtha Reinkendorf: Hello Anthony

I hope you are doing will

[1/21/22 1:35:11 p.m.] Mirtha Reinkendorf: Will=well

[1/21/22 1:35:21 p.m.] Mirtha Reinkendorf: Any news?

[1/21/22 1:36:23 p.m.] Mirtha Reinkendorf: The audience is this monday January 25 at 5pm

[1/21/22 1:36:42 p.m.] Mirtha Reinkendorf: January 24

[1/21/22 1:37:12 p.m.] Anthony Muñoz: Yes, I have some recovery ahead of me. I'll get tou a copy of all the paperwork I have, just waiting on the blueprints. I'm calling him now and will get back to you shortly. Thank you

[1/21/22 1:37:41 p.m.] Mirtha Reinkendorf: You will be with me this monday at the Court?

[1/21/22 1:38:00 p.m.] Mirtha Reinkendorf: They are requesting your presente

[1/21/22 1:38:03 p.m.] Anthony Muñoz: I can go with you still, I just have a walker now until I heal.

[1/21/22 1:38:06 p.m.] Mirtha Reinkendorf: Presence
[1/21/22 1:38:12 p.m.] Mirtha Reinkendorf: Ok
[1/21/22 1:38:30 p.m.] Mirtha Reinkendorf: They require me to go with the constructor
[1/21/22 1:38:53 p.m.] Anthony Muñoz: Ok, I'll be there. For sure.
[1/22/22 11:07:01 p.m.] Mirtha Reinkendorf: Hello Anthony
The ádrese for the
Monday 24 meeting with Greg Wienbarg
4501 Ocean Drive
Lauderdale by the Sea
33308
[1/24/22 9:16:21 a.m.] Anthony Muñoz: Hello, 5:00 PM correct?
[1/24/22 10:01:51 a.m.] Mirtha Reinkendorf: Yes
[1/24/22 10:02:10 a.m.] Anthony Muñoz: OK, I will see you there and I have all the paperwork with me
[1/24/22 10:02:22 a.m.] Mirtha Reinkendorf: Ok
[1/25/22 1:43:27 a.m.] Mirtha Reinkendorf: Please Tell me of you spoke with then
[1/25/22 1:43:33 a.m.] Mirtha Reinkendorf: With then
[1/25/22 1:43:42 a.m.] Mirtha Reinkendorf: Then=them
[1/25/22 1:44:14 a.m.] Mirtha Reinkendorf: It is important to have the documents presented before thursday this week
[1/25/22 10:29:01 a.m.] Mirtha Reinkendorf: Anthony please I need to know if you already spoke with the persona and enter the documents
[1/25/22 10:29:26 a.m.] Mirtha Reinkendorf: I have to chsnge my airlines tiket and it has a cost for me
[1/25/22 2:51:14 p.m.] Anthony Muñoz: Hello, I called Mr. Lee and it went to the answering machine, I left him a message to call me as soon as possible in regards to your unit. If I do not hear back from him soon I will try again this afternoon and then again first thing in the morning. Thank you
[1/25/22 3:58:55 p.m.] Mirtha Reinkendorf: Please speak with the other Guy, Greg
[1/25/22 3:59:57 p.m.] Mirtha Reinkendorf: Please Try all the Say with Lee and the other
I cama from Peru
I changes my tikets again and it cost me a lot!
[1/25/22 4:00:08 p.m.] Mirtha Reinkendorf: Call Greg
He always reply
[1/25/22 4:00:25 p.m.] Mirtha Reinkendorf: You have to Call then constantly please
[1/25/22 4:19:33 p.m.] Anthony Muñoz: Ok, I'll call Greg shortly.
[1/25/22 6:20:36 p.m.] Mirtha Reinkendorf: Did you spoke with somebody?
[1/25/22 6:20:56 p.m.] Mirtha Reinkendorf: Tomorrow is the last day to introduce the documents un there system
[1/25/22 6:21:02 p.m.] Mirtha Reinkendorf: Please
[1/25/22 6:22:26 p.m.] Anthony Muñoz: I did not get a hold of anybody today but I am on it first thing in the morning and I have your file with me so I will make it happen and get a hold of you immediately after
[1/25/22 6:24:57 p.m.] Mirtha Reinkendorf: Ok
[1/25/22 6:25:17 p.m.] Mirtha Reinkendorf: Keep me posted please
I am so nervous
[1/26/22 11:35:27 a.m.] Mirtha Reinkendorf: Good morning
[1/27/22 3:34:20 p.m.] Anthony Muñoz: Good afternoon, is the meeting at 5 or 5:30 this evening? Thank you
[1/27/22 3:44:30 p.m.] Mirtha Reinkendorf: 5

[1/27/22 4:11:40 p.m.] Mirtha Reinkendorf: I am very close to the place. In 5 minutes I arrive and you?

[1/27/22 5:13:29 p.m.] Mirtha Reinkendorf: Are you near? I am in the last row seated with my husband

[2/4/22 8:18:11 a.m.] Mirtha Reinkendorf: Hi Anthony

[2/4/22 8:18:32 a.m.] Mirtha Reinkendorf: Any news about the architect?

[2/16/22 9:35:54 a.m.] Mirtha Reinkendorf: Hello Anthony

[2/16/22 9:36:06 a.m.] Mirtha Reinkendorf: Do you all ready?

[2/16/22 9:36:26 a.m.] Mirtha Reinkendorf: February 23 I think is the last day

[2/16/22 9:36:46 a.m.] Mirtha Reinkendorf: Keep me informed please

[2/16/22 8:08:54 p.m.] Mirtha Reinkendorf: imagen omitida

[2/16/22 8:08:54 p.m.] Mirtha Reinkendorf: imagen omitida

[2/16/22 8:08:54 p.m.] Mirtha Reinkendorf: imagen omitida

[2/19/22 10:49:44 a.m.] Mirtha Reinkendorf: Hello Anthony

[2/19/22 10:49:59 a.m.] Mirtha Reinkendorf: Did you presented the documents?

[2/21/22 10:44:29 a.m.] Mirtha Reinkendorf: Hello Anthony

[2/21/22 10:45:08 a.m.] Mirtha Reinkendorf: No news about the documents presentation?

This wednesday is the presentation in the Court again!

[2/21/22 10:45:30 a.m.] Mirtha Reinkendorf: You told me last week you have all ready to present?

[2/21/22 10:45:48 a.m.] Mirtha Reinkendorf: Please let me know urgently

[2/21/22 10:45:57 a.m.] Mirtha Reinkendorf: I am in peru

[2/23/22 7:45:12 a.m.] Mirtha Reinkendorf: Good morning Anthony did you present already the documents including the architect documents? Need your reply urgently

[2/23/22 8:20:23 a.m.] Anthony Muñoz: Good morning, my apologies but my WhatsApp is not giving me notifications at all. I'm going to check into it so I don't miss anybody's calls. I know the clock is ticking and I am calling the architect every day. This is such a simple drawing and I can't get people to come through but I will head to his office this morning. Thanks

[2/23/22 8:22:15 a.m.] Mirtha Reinkendorf: Today is the last day!!!

[2/23/22 8:22:31 a.m.] Mirtha Reinkendorf: I thought you have already presented it!

[2/23/22 8:23:16 a.m.] Mirtha Reinkendorf: If you do not Fer the Dra Wong today we are lost! You have to pay the penalty!

[2/23/22 8:23:56 a.m.] Anthony Muñoz: I will speak to Mr. Lee if I don't have the documents in by today to see about an extension

[2/23/22 8:24:10 a.m.] Mirtha Reinkendorf: Today is the last day!

You told me last week you have all ready and it is not true

We are in the same step of last month

[2/23/22 8:24:13 a.m.] Anthony Muñoz: I won't let it get to the point where you have to pay any fines

[2/23/22 8:24:34 a.m.] Anthony Muñoz: That's because the architect told me he was finished but then avoiding my calls

[2/23/22 8:24:53 a.m.] Mirtha Reinkendorf: But I am losing time and money

[2/23/22 8:25:15 a.m.] Mirtha Reinkendorf: It has pases 1 month!

[2/23/22 8:25:28 a.m.] Mirtha Reinkendorf: It is not acceptable

[2/23/22 8:26:09 a.m.] Mirtha Reinkendorf: You have to go today to the architect office

I feel very frustrated!

No hay to comunicate with you

[2/23/22 8:26:57 a.m.] Mirtha Reinkendorf: No way to comunicate with you

And you do not communicate with me!

I need a reply by today or I will have to go again to USA

[2/23/22 8:27:50 a.m.] Mirtha Reinkendorf: Go to the architect right now!!

It has passed a lot of month without presenting the correct documents

[2/23/22 8:28:12 a.m.] Mirtha Reinkendorf: I am calling you by Phone also and you never reply

[2/23/22 8:29:01 a.m.] Mirtha Reinkendorf: In the Court meeting they say it was the last extension

[2/23/22 12:56:17 p.m.] Anthony Muñoz: Hello, I didn't have any luck with that architect but I have good news. I have a new architect and he is working on it as we speak so I will have it on time to turn in.

[2/23/22 1:12:51 p.m.] Mirtha Reinkendorf: On time means to present tomorrow?

[2/23/22 1:13:25 p.m.] Mirtha Reinkendorf: Tomorrow is the last day, and you should be in the Court according to the PAPER I send you by whatsapp

[2/23/22 1:16:08 p.m.] Mirtha Reinkendorf: What are you going to do for tomorrow? To avoid the penalties

[2/23/22 1:16:58 p.m.] Anthony Muñoz: I left a message for David Lee to call me back, and I will be there first thing in the morning

[2/23/22 3:45:36 p.m.] Anthony Muñoz: Can you please re send me the floor plan? It won't come up for some reason.

[2/23/22 4:06:31 p.m.] Mirtha Reinkendorf: Ok

[2/23/22 4:07:51 p.m.] Mirtha Reinkendorf: I am driving

[2/23/22 4:07:58 p.m.] Mirtha Reinkendorf: Give me 20 minutes

[2/23/22 4:08:08 p.m.] Mirtha Reinkendorf: I send it on the past by mail

[2/23/22 4:08:14 p.m.] Anthony Muñoz: Ok.

[2/23/22 4:27:35 p.m.] Mirtha Reinkendorf: imagen omitida

[2/23/22 4:28:38 p.m.] Mirtha Reinkendorf: I send one minute ago to your mail Cc.contractingcorp@gmail.com

[2/23/22 4:28:44 p.m.] Mirtha Reinkendorf: .com

[2/24/22 8:50:55 a.m.] Mirtha Reinkendorf: Good morning

The hearing is today At 5pm

[2/24/22 9:11:13 a.m.] Mirtha Reinkendorf: Good morning

I hope you are in the Court office speaking with the person in charge for more time.

I have 2 concerns:

- 1) last time (1 month ago) you told me there is a New architect working the draft. 1 once has passed and nothing happens! Lost of time and money for me
- 2) yesterday you told me the same, 1 architect you have found and will do this draft. What is the time the architect need a to finish this Small draft?

One month? Will not be acceptable

- 3) as the time has passed I want to sell the property and is not possible! Losing time and money again

I need your reply of the perdón of the Court you are going to visit this morning early

I wait your news by 10:30 am

[2/24/22 12:09:57 p.m.] Anthony Muñoz: Hello, I went to the Building department and they said to just come to the hearing and explain what happens with the situation with the architects and they will give an extension without any fines. Meanwhile I'll be turning the paperwork in by tomorrow or Monday the latest so we can finally move forward. Thank you

[2/24/22 6:19:54 p.m.] Mirtha Reinkendorf: So, When will you finally present all the documents for the final authorization?

[2/24/22 8:08:41 p.m.] Anthony Muñoz: Ok, the hearing went well, I picked up the

blueprints today and will submit the first of next week as I have to get an updated insurance certificate from the plumber and we'll be good to go.

[2/25/22 12:21:41 a.m.] Mirtha Reinkendorf: Ok

Many thanks

Please Keep me informed

[2/25/22 12:23:11 a.m.] Mirtha Reinkendorf: So you mean that in 7 days approximately we can begin the remodelación of the apartment? More or less? I have to fly to Miami to Buy the materiales as refrigerator, etc

[2/25/22 12:05:22 p.m.] Anthony Muñoz: Hello, let's submit everything and make sure it passes before you come to town. I'll keep you posted going forward.

Thanks

[2/25/22 2:29:39 p.m.] Mirtha Reinkendorf: Ok

[3/3/22 12:42:28 a.m.] Mirtha Reinkendorf: Hello Anthony

[3/3/22 12:43:26 a.m.] Mirtha Reinkendorf: Did you presented the documents already for approval?

[3/3/22 3:23:09 p.m.] Mirtha Reinkendorf: Hello

[3/3/22 3:23:14 p.m.] Mirtha Reinkendorf: News??

[3/8/22 8:59:10 p.m.] Anthony Muñoz: Hello, I am so sorry but I did not have my phone all day and just spoke to Jorge. I have a few things that I need to get including an asbestos report that they are asking for. I am working on it and I want you to know that if you would like to talk. We can talk tomorrow. I will be available. Thank you

[3/8/22 10:06:30 p.m.] Mirtha Reinkendorf: Ok will Call you tomorrow mid day

[3/18/22 4:24:09 p.m.] Mirtha Reinkendorf: Ok

[3/18/22 4:24:21 p.m.] Mirtha Reinkendorf: I will Call you 11am

My time

[3/18/22 4:24:44 p.m.] Mirtha Reinkendorf: Because I do not have the date When we can begin the work

[3/18/22 4:25:05 p.m.] Mirtha Reinkendorf: You already have the papers from the Architect?

[3/19/22 8:39:03 a.m.] Anthony Muñoz: Yes I do.

[4/11/22 10:15:15 a.m.] Mirtha Reinkendorf: Hello Anthony

Excuse me I couldnt contact you in saturday

[4/11/22 10:15:31 a.m.] Anthony Muñoz: No problem

[4/11/22 10:15:41 a.m.] Mirtha Reinkendorf: Can I Call you now? Or what time is better for you

[4/11/22 10:15:45 a.m.] Anthony Muñoz: Yes

[4/11/22 10:15:54 a.m.] Mirtha Reinkendorf: Call you

[4/11/22 10:15:56 a.m.] Anthony Muñoz: Ok

[4/11/22 8:13:03 p.m.] Mirtha Reinkendorf: Do not forget to send me your Bank Account and routing number

[4/11/22 8:13:48 p.m.] Anthony Muñoz: imagen omitida

[4/11/22 11:38:12 p.m.] Mirtha Reinkendorf: Please Account number 4397795093

[4/12/22 12:00:59 a.m.] Mirtha Reinkendorf: Confirm

[4/12/22 7:18:08 a.m.] Anthony Muñoz: Yes

[4/13/22 12:27:27 p.m.] Anthony Muñoz: That's it

[4/13/22 12:58:23 p.m.] Mirtha Reinkendorf: The name that appears in the Account please

[4/13/22 4:53:30 p.m.] Anthony Muñoz: Anthony Munoz

[4/13/22 5:14:19 p.m.] Mirtha Reinkendorf: Ok

[4/13/22 7:56:49 p.m.] Mirtha Reinkendorf: The Bank is adjunto if the Account is personal or a business Account

Also need your ádrese

[4/13/22 7:56:55 p.m.] Mirtha Reinkendorf: Your address

[4/13/22 7:57:04 p.m.] Mirtha Reinkendorf: I am

Right now with the Bank

[4/13/22 8:17:07 p.m.] Mirtha Reinkendorf: imagen omitida

[4/13/22 8:18:13 p.m.] Mirtha Reinkendorf: They are Asking me your Checking number that appears in your TD ameritrade checks

[4/13/22 8:35:48 p.m.] Mirtha Reinkendorf: imagen omitida

[4/14/22 8:39:41 a.m.] Anthony Muñoz: Videollamada perdida

[4/14/22 8:40:57 a.m.] Anthony Muñoz: Sorry, I called by accident. I'll let you know when it goes in my account. Thank you

[4/18/22 5:51:16 p.m.] Mirtha Reinkendorf: Hello

[4/18/22 5:51:30 p.m.] Mirtha Reinkendorf: Pls confirm you receive the money

[4/19/22 6:15:30 a.m.] Anthony Muñoz: Yes 🙏

[4/26/22 9:51:17 a.m.] Mirtha Reinkendorf: Good morning

[4/26/22 9:51:47 a.m.] Mirtha Reinkendorf: When do you expect to begin the work?

[4/26/22 9:52:07 a.m.] Mirtha Reinkendorf: I will be in Florida the next days

[4/26/22 9:52:42 a.m.] Mirtha Reinkendorf: What is the status as of today?

[4/28/22 12:47:23 p.m.] Anthony Muñoz: The report is due in tomorrow or Monday, then I'll submit everything immediately. Ty

[4/28/22 3:01:57 p.m.] Mirtha Reinkendorf: I will be there on May 14 or a little before

[5/1/22 10:32:32 p.m.] Mirtha Reinkendorf: Good night

Please read urgently the email I send to you last friday. The building is Trying to put ne a fine of 1000 dollars for the jobs done and I hace yo give a reply tomorrow

[5/1/22 10:34:01 p.m.] Mirtha Reinkendorf: They Also put me a fine of USD 50 for some shoe prints they found from the door of my apartment to the elvator. I think it was When the inspector where visiting last week?

[5/2/22 3:02:18 p.m.] Anthony Muñoz: Let me check my email and get back to you. Sorry, I just seen this.

[5/2/22 4:18:21 p.m.] Mirtha Reinkendorf: Is urgent please

[5/2/22 4:19:06 p.m.] Mirtha Reinkendorf: I will Travel tomorrow at 03:30am To Italy and have to reply something today

[5/2/22 4:23:58 p.m.] Anthony Muñoz: Please put them in touch with me as your contractor.

[5/2/22 4:59:03 p.m.] Mirtha Reinkendorf: Ok

[5/2/22 6:44:38 p.m.] Mirtha Reinkendorf: Did you already presented the papers to the City?

[5/3/22 4:27:37 p.m.] Mirtha Reinkendorf: Hello

[5/3/22 4:27:56 p.m.] Mirtha Reinkendorf: Did somebody Call or erite to you from my building?

[5/3/22 4:28:17 p.m.] Mirtha Reinkendorf: If not please Call and it write you. I do not want s fine

[5/4/22 7:11:49 a.m.] Anthony Muñoz: They didn't call or write me. No communication on their side.

[5/4/22 9:15:24 a.m.] Mirtha Reinkendorf: Please Call you or write them to have proof that we seré Trying to contact them

[5/4/22 9:15:39 a.m.] Mirtha Reinkendorf: Did you have all the papera ready to present?

[5/4/22 9:15:48 a.m.] Anthony Muñoz: Ok, I'll email them

[5/5/22 3:33:29 a.m.] Mirtha Reinkendorf: Anthony When do you expect to have all the documents ready to present? It has passed more then 6 montos!

[5/5/22 3:33:39 a.m.] Mirtha Reinkendorf: Montos=months
[5/9/22 10:48:59 p.m.] Mirtha Reinkendorf: Hello Anthony
[5/9/22 10:53:46 p.m.] Mirtha Reinkendorf: Please I need news from the papers
[5/9/22 10:54:23 p.m.] Mirtha Reinkendorf: I write you in thursday last week and you did not reply
[5/9/22 10:55:59 p.m.] Mirtha Reinkendorf: On April 28 you write me the report was due on monday to present , but no news till today!
Need your urgent reply
[5/9/22 10:58:35 p.m.] Mirtha Reinkendorf: It was supposed the report will be ready to present on May 2
Today is May 10 (for me, I am in Italy) and no news Were supliRé by you! I am so worry
[5/9/22 10:58:59 p.m.] Mirtha Reinkendorf: Suplire =supplied
[5/10/22 8:00:31 a.m.] Anthony Muñoz: Hello, the report is due in tomorrow. This is crazy.
[5/10/22 8:24:43 a.m.] Mirtha Reinkendorf: 🙏
[5/15/22 8:11:51 a.m.] Mirtha Reinkendorf: Hello
I am in Fort Lauderdale
[5/15/22 8:12:33 a.m.] Mirtha Reinkendorf: Anthony today is May 15
I need actual news about the documents, etc
[5/16/22 10:26:39 a.m.] Anthony Muñoz: I'll call you back shortly please. Thank you
[5/16/22 10:30:24 a.m.] Mirtha Reinkendorf: Ok
[5/16/22 12:09:34 p.m.] Mirtha Reinkendorf: Please see the letter I received fromFPL
[5/16/22 12:12:54 p.m.] Mirtha Reinkendorf: I resend to your email. My question is if you have requested that Service?
[5/17/22 11:03:52 a.m.] Mirtha Reinkendorf: imagen omitida
[5/17/22 11:03:52 a.m.] Mirtha Reinkendorf: imagen omitida
[5/17/22 11:03:52 a.m.] Mirtha Reinkendorf: imagen omitida
[5/17/22 11:03:52 a.m.] Mirtha Reinkendorf: imagen omitida
[5/17/22 11:05:00 a.m.] Mirtha Reinkendorf: Please diste Hard the letter of the Sunpass
[5/17/22 11:05:16 a.m.] Mirtha Reinkendorf: But the others letter of May 10!!
[5/17/22 11:05:45 a.m.] Mirtha Reinkendorf: I do not understand the situation. Is a big head q he for me
[5/17/22 11:05:56 a.m.] Mirtha Reinkendorf: I need a meeting with you
[5/17/22 11:16:47 a.m.] Mirtha Reinkendorf: Headache for me
[5/18/22 9:36:20 a.m.] Mirtha Reinkendorf: Hello Anthony
[5/18/22 9:37:19 a.m.] Anthony Muñoz: Hello, can I call you back? Thank you
[5/18/22 9:47:04 a.m.] Mirtha Reinkendorf: St what time?
[5/18/22 9:47:20 a.m.] Mirtha Reinkendorf: I need to know whstbis happening?
[5/18/22 9:47:36 a.m.] Mirtha Reinkendorf: Did you presented already the documents?
[5/18/22 9:48:34 a.m.] Mirtha Reinkendorf: I extended my stay here till saturday I need to solve this matter now
[5/18/22 9:48:39 a.m.] Anthony Muñoz: I had a bit of an emergency and will take care of that right afterwards.
[5/18/22 9:49:09 a.m.] Mirtha Reinkendorf: This means today?
[5/18/22 9:49:33 a.m.] Anthony Muñoz: Yes 🙏
[5/18/22 9:49:42 a.m.] Mirtha Reinkendorf: So you did not presented the documents yet?
[5/18/22 9:50:30 a.m.] Mirtha Reinkendorf: Please give me the phone number of

Greg

[5/18/22 9:50:40 a.m.] Mirtha Reinkendorf: My case is also an Emergency

[5/18/22 5:05:46 p.m.] Mirtha Reinkendorf: Hello

[5/18/22 5:06:01 p.m.] Mirtha Reinkendorf: Did you presented the documents already?

[5/18/22 5:06:15 p.m.] Mirtha Reinkendorf: It was supposed to be done on Monday!

[5/18/22 8:03:31 p.m.] Mirtha Reinkendorf: Anthony

[5/18/22 8:05:23 p.m.] Mirtha Reinkendorf: I Came for second time from peru to solve the problems. I informed you that I was coming but you did not appear! You Tell on monday or tuésday you will present the documents to the Court but nothing happening

[5/18/22 8:06:19 p.m.] Mirtha Reinkendorf: Tomorrow in thursday and nothing happens! What do i have to do? To speak with a lawyer?

[5/19/22 8:00:17 a.m.] Mirtha Reinkendorf: Anthony

Today is thursday and nothing happens better! I Can not Believe what is happening

[5/19/22 8:14:10 a.m.] Anthony Muñoz: Good morning, my apologies but I was away from my phone. I am finishing up something today and will turn in all the documents first thing in the morning. Greg never called me back from the city but I will speak to him when I arrive tomorrow

[5/19/22 8:15:49 a.m.] Mirtha Reinkendorf: Anthony

I am so sorry but It is the second time I came for the problems to Miami. It has passed more than 6 months and only problems! I need from you to present today! Not tomorrow the documents

[5/19/22 8:16:12 a.m.] Mirtha Reinkendorf: If you need my HELP I Can do but today is the Say for me

[5/19/22 8:16:16 a.m.] Mirtha Reinkendorf: Not tomorrow

[5/19/22 8:16:41 a.m.] Mirtha Reinkendorf: You Tell me on monday you were gount to present and today is thursday

[5/19/22 8:17:02 a.m.] Mirtha Reinkendorf: I want to seat with you and the documents right now!

[5/19/22 8:17:22 a.m.] Mirtha Reinkendorf: Today!!

[5/19/22 8:17:36 a.m.] Mirtha Reinkendorf: You are not giving the importante to my problem

[5/19/22 8:18:02 a.m.] Mirtha Reinkendorf: I do not accept any more tomorrow! Today is the Say to present the documents

[5/19/22 8:18:16 a.m.] Mirtha Reinkendorf: I feel all is first for you than my problems!

[5/19/22 8:18:31 a.m.] Mirtha Reinkendorf: Did you speak with the FPL?

[5/19/22 8:19:17 a.m.] Mirtha Reinkendorf: Please answer the phone!

[5/19/22 8:20:19 a.m.] Mirtha Reinkendorf: I do not believe you will do the documents

[5/19/22 8:20:43 a.m.] Mirtha Reinkendorf: I want and need for today to be presented today! No other way

[5/19/22 8:21:19 a.m.] Mirtha Reinkendorf: I am so upset

[5/19/22 8:22:14 a.m.] Mirtha Reinkendorf: My husband is with me and he is also so

Upset

[5/19/22 8:22:28 a.m.] Mirtha Reinkendorf: The documents should be presented today!!!!!!

[5/19/22 8:22:55 a.m.] Mirtha Reinkendorf: I requested you a meeting and no reply received from you

[5/19/22 8:23:09 a.m.] Mirtha Reinkendorf: Call me

[5/19/22 8:23:38 a.m.] Mirtha Reinkendorf: What happen with FPL?
 [5/19/22 8:24:21 a.m.] Mirtha Reinkendorf: It was supposed that you will speak with them the same day and nothing happens!!
 [5/19/22 8:24:41 a.m.] Mirtha Reinkendorf: No news from you about this issue!!
 [5/19/22 8:25:54 a.m.] Anthony Muñoz: I can't talk right now. Sorry.
 [5/19/22 8:26:03 a.m.] Anthony Muñoz: I'll call you later. Please
 [5/19/22 8:26:06 a.m.] Mirtha Reinkendorf: What?
 [5/19/22 8:26:16 a.m.] Mirtha Reinkendorf: Later means at what time
 [5/19/22 8:26:31 a.m.] Anthony Muñoz: Between 1 and 2
 [5/19/22 8:26:39 a.m.] Mirtha Reinkendorf: Too late
 [5/19/22 8:26:51 a.m.] Mirtha Reinkendorf: I need he documents presented today
 [5/19/22 8:27:13 a.m.] Mirtha Reinkendorf: The same happens the other day and you did not Call me!
 [5/19/22 8:27:26 a.m.] Mirtha Reinkendorf: I do not believe nothing right now
 [5/19/22 8:27:46 a.m.] Mirtha Reinkendorf: Confirm that documents will be presented today
 [5/19/22 8:27:55 a.m.] Mirtha Reinkendorf: I need a meeting with you today
 [5/19/22 8:28:12 a.m.] Mirtha Reinkendorf: I need to see the documents
 [5/19/22 8:32:51 a.m.] Mirtha Reinkendorf: Answer the phoneeeee
 [5/19/22 8:33:10 a.m.] Mirtha Reinkendorf: I feel desesperate
 [5/19/22 8:33:33 a.m.] Mirtha Reinkendorf: Come from my country and Can not speak or Met with you?
 [5/19/22 8:33:38 a.m.] Mirtha Reinkendorf: Incredible
 [5/19/22 8:38:05 a.m.] Mirtha Reinkendorf: In the letter of the City says we have only 20 days from May 10 to appeal
 [5/19/22 11:40:41 a.m.] Mirtha Reinkendorf: I an in the place that was your Office 7 months ago! You are no more here
 [5/19/22 11:40:49 a.m.] Mirtha Reinkendorf: Surprise for me
 [5/19/22 11:41:11 a.m.] Mirtha Reinkendorf: Where are you now located?
 [5/19/22 11:43:52 a.m.] Anthony Muñoz: Llamada perdida
 [5/19/22 11:44:07 a.m.] Anthony Muñoz: It's not connecting.
 [5/19/22 11:44:14 a.m.] Mirtha Reinkendorf: I feel really bad
 [5/19/22 11:45:20 a.m.] Anthony Muñoz: It will not connect when you called me and I tried to call you and it will not go through. Don't feel bad I will have all the paperwork in tomorrow. I promise
 [5/19/22 11:48:55 a.m.] Mirtha Reinkendorf: I am calling from Cristi
 [5/19/22 1:13:21 p.m.] Mirtha Reinkendorf: I am going to Greg office to Say we will be there tomorrow at 11am with all the documents
 [5/19/22 1:37:01 p.m.] Mirtha Reinkendorf: I am with Greg and HIS assistance
 [5/19/22 1:37:36 p.m.] Mirtha Reinkendorf: And they are requesting your license
 [5/19/22 1:37:40 p.m.] Mirtha Reinkendorf: Do you have?
 [5/19/22 1:38:04 p.m.] Mirtha Reinkendorf: It must Say Liability and work era
 [5/20/22 10:02:22 a.m.] Mirtha Reinkendorf: Good morning
 [5/20/22 10:02:32 a.m.] Mirtha Reinkendorf: I am in the office of Greg
 [5/20/22 10:02:38 a.m.] Mirtha Reinkendorf: Are you near?
 [5/20/22 10:02:47 a.m.] Mirtha Reinkendorf: It is 11:02am
 [5/20/22 10:02:53 a.m.] Anthony Muñoz: On my way in.
 [5/20/22 10:02:58 a.m.] Mirtha Reinkendorf: Ok
 [5/21/22 10:20:55 a.m.] Mirtha Reinkendorf: Todo morning Anthony
 [5/21/22 10:25:11 a.m.] Mirtha Reinkendorf: I de as yesterday at the building speak ing with the Manager and explaining what we do yesterday.
 I will send her business card to contact you for the permit to make the work

I also gave her the card of David Lee from the City
She will be in touch with him. Please do the request asbesto Broward
certificación on Monday! It is extremely urgent to avoid the fine in the
building. Please Keep me informed and do not let the time pass. I am making
efforts in coming here to solve the problem

Thanks

[5/21/22 10:25:38 a.m.] Mirtha Reinkendorf: I de as= I was

[5/21/22 10:26:30 a.m.] Mirtha Reinkendorf: I Tell the manager you has an
important surgery in your leg

[5/21/22 10:40:58 a.m.] Anthony Muñoz: Ok, no problem.

[5/24/22 9:49:31 a.m.] Mirtha Reinkendorf: Good morning

[5/24/22 9:50:03 a.m.] Mirtha Reinkendorf: Did you presented by internet the
asbesto document?

[5/24/22 9:52:40 a.m.] Mirtha Reinkendorf: I am calling you

We need urgently to present the document

Each day is 100 dollars!

[5/25/22 10:55:46 a.m.] Mirtha Reinkendorf: Hello Anthony

I wait for today wednesday the presentation of the asbestos document by internet
Please confirm today When done!

[5/25/22 3:23:52 p.m.] Anthony Muñoz: Hello, it takes up to 48 hours to get a
response, I'll update you ASAP

[5/25/22 3:40:48 p.m.] Mirtha Reinkendorf: 👍

[5/25/22 6:00:52 p.m.] Mirtha Reinkendorf: One favor

Do you have and screenshoot of the document presented? I want to send it to the
Manager of the building

[5/27/22 3:56:00 p.m.] Mirtha Reinkendorf: Good afternoon

Do you have the reply ?

[5/27/22 3:58:24 p.m.] Mirtha Reinkendorf: One week has passed since last
thursday we were with Greg and David Lee

It was supposed to have a reply for today (48 hours)

[5/30/22 1:39:08 p.m.] Mirtha Reinkendorf: Hello Anthony

[5/30/22 1:39:24 p.m.] Mirtha Reinkendorf: Please send me the documents we spoke
last friday

[5/30/22 4:41:19 p.m.] Mirtha Reinkendorf: Anthony I am Calling you

[5/30/22 4:41:45 p.m.] Mirtha Reinkendorf: Today is monday and nothing have
being received by me

[6/1/22 6:28:30 a.m.] Mirtha Reinkendorf: Good morning Anthony

I am waiting for the documents you erre supposed to send me last week! Is urgent
for me

[6/2/22 9:36:12 a.m.] Mirtha Reinkendorf: Anthony it has passed 1 week and no
news from you!!!

[6/2/22 9:36:49 a.m.] Mirtha Reinkendorf: I am tralla desesperate from not
having or receive fue comunicarian from you!

What Can we do??

[6/2/22 9:37:10 a.m.] Mirtha Reinkendorf: It is not possible for me to go
frequently to Miami

[6/2/22 9:37:56 a.m.] Mirtha Reinkendorf: But I need your reply! I have not
received the documents you were supposed to send me and the weeks are passing
and passing

[6/6/22 6:15:56 a.m.] Mirtha Reinkendorf: Hello Anthony

I am total Stressed for not having news or comunication with you about my
apartment. You never send me the documents for the certification and you know I
need this urgently!!!

[6/6/22 6:16:20 a.m.] Mirtha Reinkendorf: I see you open your whatssapp but not reply to me!!!!
[6/6/22 6:17:05 a.m.] Anthony Muñoz: I just got on right now. I'll get it to you today.
[6/6/22 6:17:05 a.m.] Mirtha Reinkendorf: Do I have to go again to Fort Lauderdale and look for you?? For having communication?
[6/6/22 6:17:30 a.m.] Anthony Muñoz: I was out of the country
[6/6/22 6:17:34 a.m.] Mirtha Reinkendorf: What have you got?
[6/6/22 6:17:45 a.m.] Mirtha Reinkendorf: The certificación is ready?
[6/6/22 6:19:30 a.m.] Mirtha Reinkendorf: I am Trying to speak with you by Phone

With no results

[6/7/22 11:34:15 a.m.] Mirtha Reinkendorf: Hello Anthony
My nice Tell me you send yesterday the email, but I have not received nothing!
Maybe you write wrong my email. I send it again
Mreinkendorf@ebdperu.com

[6/7/22 11:34:29 a.m.] Mirtha Reinkendorf: Please send me the information urgently

[6/9/22 10:38:37 a.m.] Mirtha Reinkendorf: Anthony
I really Can not understand the situation! You never answer the phone
I am Peru!!!

Do i have to go again to USA to speak with you?

I need the proof that you presented the document to Broward for certificación

[6/9/22 10:40:37 a.m.] Mirtha Reinkendorf: The board of the Building us requesting me this since se eral days!!

[6/9/22 10:40:58 a.m.] Mirtha Reinkendorf: I Can not understand why you do not reply me

[6/9/22 10:41:13 a.m.] Mirtha Reinkendorf: Maybe you have not presented the documents??

[6/9/22 10:42:05 a.m.] Mirtha Reinkendorf: I Also need the name of the company that has the authorization to do the work

[6/10/22 6:25:03 a.m.] Mirtha Reinkendorf: Anthony I Can not sleep due to the problem I have for the diñé and not having news or speak with you ! You promise things and do not Accomplish what you have to do! I Can not understand why you do not reply my daily calls or my messages. Maybe you did not presented the asbesto document for certification?

I need an urgent reply!!!!

[6/10/22 8:30:17 a.m.] Mirtha Reinkendorf: I have spoke with Chamcey from Broward Asbestos Certification! He told me Test the 14 days passed yesterday but you have not paid the 50 dollars fee!! So they do not do the work!!! And there is a fine of 100 dollars daily at the City Hall

I Can not understand you

Pay today !!!

[6/10/22 8:31:31 a.m.] Mirtha Reinkendorf: You are the only person authorized to pay online!!

[6/10/22 2:08:21 p.m.] Mirtha Reinkendorf: I have spoke with my sin and he told me what he spoke with you. We urgently need your password in order to pay us by internet the USD50

They told me your user was

18USA24976869

[6/10/22 2:26:52 p.m.] Mirtha Reinkendorf: I spoke again with epermits

They told me your epermit id is

207236

[6/10/22 2:27:12 p.m.] Mirtha Reinkendorf: Please give me your password to enter and Pat today!

[6/10/22 2:33:13 p.m.] Mirtha Reinkendorf: Pat=pay

[6/17/22 12:53:45 p.m.] Mirtha Reinkendorf: Good morning

[6/17/22 12:54:06 p.m.] Mirtha Reinkendorf: Any news about the certificate?

[6/20/22 4:34:42 a.m.] Mirtha Reinkendorf: Anthony

It is 04:27am in my country and I Can not sleep due to the situation of your work and contráct for remodeling my apartment in Pompano!

I Can not believe the time that has passed and you seem to be worry as I am. You did not answer my Phone calls neither my whatssapp message or mails. Only I receive the reply about the number of the epermit request you presented. I think we have waited to much to solve this situation and you did not get. Touch with us, only a few days ago Telling that your Partner stole your money from your Bank Account and you have not paid the US 50 for the epermit. I think you are not giving us the same treatment you have to you. I do not want to speak with a lawyer but I need your urgent contact with me!

[6/21/22 11:03:44 a.m.] Mirtha Reinkendorf: Morning

I was very bas with high bolos presidiré due yo this problem

I feel it is not a problem for you to Keep my money and not doing the work

I need a reply as of today

[7/17/22 11:28:00 a.m.] Anthony Muñoz: Hello, I will contact you tomorrow

[7/17/22 11:28:53 a.m.] Mirtha Reinkendorf: Ok🙏

[7/17/22 11:30:23 a.m.] Mirtha Reinkendorf: I has a lot of Medical problems, very deberé for me

I need to speak with you and know your posición with the work you have a contract with me. We need to know if you are gount to do the work or not

[7/17/22 11:30:45 a.m.] Mirtha Reinkendorf: I have a bit fine at the City Hall, that need a to be clear es

[7/17/22 11:30:50 a.m.] Mirtha Reinkendorf: Cleared

[7/17/22 11:31:02 a.m.] Mirtha Reinkendorf: Will wait for your Call please 🙏

[7/17/22 11:31:20 a.m.] Mirtha Reinkendorf: Thanks, Mirtha

[7/18/22 3:09:06 p.m.] Mirtha Reinkendorf: Hello Anthony

I al waiting your Call

[7/19/22 11:36:15 a.m.] Anthony Muñoz: I'll call you back shortly. Thank you

[7/19/22 11:36:44 a.m.] Mirtha Reinkendorf: I never received your Call!

You cant not imagine the problems I am having with my family fue to this

[7/19/22 11:38:03 a.m.] Mirtha Reinkendorf: It is not enough to receive a message Tell Uc you will Call. I need you to Call me today. You know I am in Peru and I bought the apartment and the contract with you with my retirement money!

[7/19/22 11:38:33 a.m.] Mirtha Reinkendorf: It is not acceptable tour short message. Call me now!

[7/19/22 11:54:26 a.m.] Mirtha Reinkendorf: Did you presented the asbesto documents to the Broward.org for certification?

Do you remember there is a 100 dollars fine at the City Hall!!!!

And you do not reply nothing yo me!

I have paid what you requested me! But you have not made your Job! Neither Call me or reply to me

You have my money, the blue prints, etc all

I am really desesperate. Can you understand this???

[7/19/22 3:52:05 p.m.] Anthony Muñoz: Llamada perdida

[7/21/22 7:51:20 p.m.] Mirtha Reinkendorf: Hello

[7/21/22 7:51:31 p.m.] Mirtha Reinkendorf: I am waiting your news!!!

[7/22/22 10:42:17 a.m.] Anthony Muñoz: Hello, I am supposed to meet with him today sometime if not over the weekend and we will get things lined out this week coming up.

[7/22/22 10:52:33 a.m.] Mirtha Reinkendorf: 🙏

[7/22/22 10:52:58 a.m.] Mirtha Reinkendorf: One question

[7/22/22 10:55:00 a.m.] Mirtha Reinkendorf: For the Asbesto certificate we need, do you need him?

Because the system of Broward.org that you fulfill says you are only missing to present the plans or blue prints, they send you an email requesting this. Remember I paid the 50 dollars to them and it is only missing your information of the plans

[7/22/22 10:55:51 a.m.] Mirtha Reinkendorf: Maybe you do not need him fue this Step. It takes 14 days to receive the approval from Broward.org

[7/26/22 5:11:28 p.m.] Anthony Muñoz: I'll call you back shortly

[7/26/22 5:13:23 p.m.] Mirtha Reinkendorf: Ok

[7/26/22 10:19:29 p.m.] Mirtha Reinkendorf: Good night

[7/26/22 10:19:36 p.m.] Mirtha Reinkendorf: We need to talk

[7/26/22 10:20:38 p.m.] Mirtha Reinkendorf: I need to know if you load on the Broward. Org all the plans, they requested to give us the Ok certification. It takes 14 days!

[7/26/22 10:20:46 p.m.] Mirtha Reinkendorf: Please confirm

[7/27/22 9:37:35 a.m.] Mirtha Reinkendorf: Hello Anthony

I have arrived to Miami. Please I need a meeting with you. I need your reply if you loaded the documents in the web page. Each day is 100 dollars fine to me!!!!

[7/27/22 9:38:30 a.m.] Mirtha Reinkendorf: I si waiting your Call since yesterday. I come yo Miami to solve this big problem

[7/27/22 9:38:38 a.m.] Mirtha Reinkendorf: I am in Sea Ranch

[7/27/22 9:39:11 a.m.] Mirtha Reinkendorf: Please Call me!!!!

[7/27/22 9:39:21 a.m.] Anthony Muñoz: I'm in the hospital. Sorry

[7/27/22 9:39:33 a.m.] Mirtha Reinkendorf: What?

[7/27/22 9:39:41 a.m.] Mirtha Reinkendorf: What happen with you?

[7/27/22 9:40:03 a.m.] Anthony Muñoz: I cut my hand in a saw

[7/27/22 9:40:23 a.m.] Anthony Muñoz: imagen omitida

[7/27/22 9:40:23 a.m.] Mirtha Reinkendorf: I am so sorry

[7/27/22 9:40:45 a.m.] Mirtha Reinkendorf: We Can meet in the afternoon?

[7/27/22 9:41:15 a.m.] Mirtha Reinkendorf: Did you loaded the documents in the Broward org web page?

[7/27/22 9:41:33 a.m.] Mirtha Reinkendorf: You promise me to do that last week

[7/27/22 9:42:27 a.m.] Mirtha Reinkendorf: Please reply!!!

[7/27/22 9:42:31 a.m.] Mirtha Reinkendorf: Yes or no

[7/27/22 9:42:40 a.m.] Mirtha Reinkendorf: I Can not continue this way!

[7/27/22 9:43:06 a.m.] Anthony Muñoz: I can't meet today. Sorry

[7/27/22 9:43:12 a.m.] Mirtha Reinkendorf: Did you make the agreement with your New Partner?

[7/27/22 9:43:15 a.m.] Mirtha Reinkendorf: Ok

[7/27/22 9:43:19 a.m.] Mirtha Reinkendorf: Tomorrow

[7/27/22 9:43:33 a.m.] Mirtha Reinkendorf: Did you loaded the documents???

[7/27/22 9:43:43 a.m.] Anthony Muñoz: Not yet

[7/27/22 9:43:53 a.m.] Mirtha Reinkendorf: Why??????

[7/27/22 9:44:14 a.m.] Mirtha Reinkendorf: I Can not understand you. It seems you do not understand me

[7/27/22 9:44:25 a.m.] Mirtha Reinkendorf: My desperation

[7/27/22 9:44:35 a.m.] Mirtha Reinkendorf: I understand your accident

[7/27/22 9:44:45 a.m.] Mirtha Reinkendorf: But you must understand me
[7/27/22 9:44:57 a.m.] Anthony Muñoz: I couldn't figure it out. I have to wait for my partner.
[7/27/22 9:45:28 a.m.] Mirtha Reinkendorf: But you can loan the documents it is separate from your Partner?
[7/27/22 9:45:39 a.m.] Mirtha Reinkendorf: I need a meeting tomorrow
[7/27/22 9:45:47 a.m.] Mirtha Reinkendorf: At what time?
[7/27/22 9:46:03 a.m.] Mirtha Reinkendorf: Give me my address and I will go
[7/27/22 9:46:26 a.m.] Mirtha Reinkendorf: But you already have a Partner?
[7/28/22 9:44:09 a.m.] Mirtha Reinkendorf: Good morning
[7/28/22 9:44:37 a.m.] Mirtha Reinkendorf: I need to meet you today
At what time is good for you and when?
[7/29/22 10:28:31 a.m.] Mirtha Reinkendorf: Hello Anthony
[7/29/22 10:28:56 a.m.] Mirtha Reinkendorf: Please let me know the time and place to meet today
[7/29/22 3:38:57 p.m.] Mirtha Reinkendorf: Anthony I am waiting your Call for the today meeting we were supposed to have!
[7/29/22 10:07:33 p.m.] Mirtha Reinkendorf: Anthony
I Can not understand, as always the days are passing and I Can not meet you!
[7/29/22 10:08:01 p.m.] Mirtha Reinkendorf: It was supposed to have a meeting today with your Partner and you did not appear!
[7/29/22 10:08:45 p.m.] Mirtha Reinkendorf: We must have a meeting tomorrow by all means. I Can not accept one more day without a meeting
[7/30/22 9:58:08 a.m.] Anthony Muñoz: I'll call you back with my partner on the line.
[7/30/22 9:58:16 a.m.] Mirtha Reinkendorf: Ok
[7/30/22 10:42:30 a.m.] Mirtha Reinkendorf: Hello
[7/30/22 10:43:18 a.m.] Mirtha Reinkendorf: Anthony
[7/30/22 10:43:28 a.m.] Mirtha Reinkendorf: At what time is the meeting today
[7/30/22 10:44:01 a.m.] Anthony Muñoz: I'll let you know asap. Waiting for his call.
[7/30/22 10:44:12 a.m.] Mirtha Reinkendorf: But today!
[7/30/22 10:44:18 a.m.] Mirtha Reinkendorf: No
More wait
[7/30/22 10:45:11 a.m.] Anthony Muñoz: Yes, today
[7/30/22 10:45:17 a.m.] Mirtha Reinkendorf: Ok
[7/30/22 12:20:26 p.m.] Mirtha Reinkendorf: Waiting for the meeting time
[7/30/22 2:41:50 p.m.] Mirtha Reinkendorf: Anthony it is 3:41
[7/30/22 2:41:59 p.m.] Mirtha Reinkendorf: Where is the meeting
[7/30/22 3:14:20 p.m.] Anthony Muñoz: I'm still waiting on his car, I will call you shortly after five
[7/30/22 3:14:25 p.m.] Anthony Muñoz: Call.
[7/30/22 3:14:30 p.m.] Mirtha Reinkendorf: Ok
[7/30/22 3:14:41 p.m.] Mirtha Reinkendorf: But please today the meeting
[7/30/22 3:14:46 p.m.] Mirtha Reinkendorf: I am available
[7/30/22 4:36:26 p.m.] Mirtha Reinkendorf: Any news about the today meeting?
[7/30/22 8:04:17 p.m.] Mirtha Reinkendorf: Do you have the time for the tomorrow meeting?
[7/31/22 3:21:43 p.m.] Mirtha Reinkendorf: Anthony it is not pidió le that is almost 1 year since I contacted you and my apartment USD till the same
[7/31/22 3:22:21 p.m.] Mirtha Reinkendorf: Is it so Hard to make a meeting? Si it will be the reconstrucción of my apartment
[7/31/22 3:22:33 p.m.] Mirtha Reinkendorf: Have a meeting or give my money back

[7/31/22 3:23:30 p.m.] Mirtha Reinkendorf: I Took a planea of 5 hours yo speak and Seattle with you the matter and now you are do vist to give a meeting?

[7/31/22 3:24:04 p.m.] Mirtha Reinkendorf: Do vist=so busy

[8/1/22 9:50:13 a.m.] Mirtha Reinkendorf: Good morning Anthony

[8/1/22 9:50:25 a.m.] Mirtha Reinkendorf: Our yoday meeting where?

[8/1/22 9:56:58 a.m.] Anthony Muñoz: I'm waiting for my partners call any minute and I will put you on a conference call for sure he was not available all weekend

[8/1/22 9:57:37 a.m.] Mirtha Reinkendorf: Ok

[8/1/22 9:58:03 a.m.] Mirtha Reinkendorf: But I need a meeting with you in presence

[8/1/22 10:02:12 a.m.] Mirtha Reinkendorf: Anthony it is 11:01
Do you think it will be in the next hour?

[8/1/22 10:02:51 a.m.] Mirtha Reinkendorf: I do not want to wait all day like the other day for the meeting and the days are passing and passing

[8/1/22 10:03:35 a.m.] Mirtha Reinkendorf: Which is the name of the company that has the license to work in
My building?

I want to go to the City hall and vericuetos

[8/1/22 10:03:44 a.m.] Mirtha Reinkendorf: You have that information

[8/1/22 1:20:13 p.m.] Mirtha Reinkendorf: Hello

[8/1/22 1:20:32 p.m.] Mirtha Reinkendorf: I am Still waiting

[8/1/22 4:02:59 p.m.] Mirtha Reinkendorf: I feel like a fool waiting almost one week to speak with you and your Partner

I see I am not your priority

Are you waiting for me to leave tomorrow and forget again the problem?

[8/1/22 5:57:41 p.m.] Mirtha Reinkendorf: You are playing with me! And me money

[8/1/22 5:57:49 p.m.] Mirtha Reinkendorf: You think I am Fool

[8/1/22 5:57:55 p.m.] Mirtha Reinkendorf: You are wrong!

[8/1/22 9:58:09 p.m.] Anthony Muñoz: Video omitido

[8/1/22 10:29:37 p.m.] Mirtha Reinkendorf: What?

[8/1/22 10:30:38 p.m.] Mirtha Reinkendorf: This is really nice that you make me wait 10 months without doing my work

[8/1/22 10:31:14 p.m.] Mirtha Reinkendorf: He was at the hospital with a surgery!!!

[8/1/22 10:31:44 p.m.] Mirtha Reinkendorf: That is the kind of people you are?
With a perdón of 81 years!!!

[8/1/22 10:31:57 p.m.] Mirtha Reinkendorf: Perdón =person

[8/1/22 10:32:03 p.m.] Mirtha Reinkendorf: Incredible

[8/1/22 10:32:13 p.m.] Mirtha Reinkendorf: You only reply When you want!

[8/2/22 12:37:07 p.m.] Mirtha Reinkendorf: Good morning

[8/2/22 12:37:36 p.m.] Mirtha Reinkendorf: I am waiting at the City Hall as spoken and offered by you yesterday night

[8/2/22 9:52:35 p.m.] Mirtha Reinkendorf: Hello Anthony
I was running all the time today!

[8/2/22 9:52:50 p.m.] Mirtha Reinkendorf: Can we speak tomorrow st what time?

[8/3/22 9:07:28 a.m.] Mirtha Reinkendorf: Good morning Anthony

[8/3/22 9:09:19 a.m.] Mirtha Reinkendorf: We have decided not to continué the contract fue to all

The delays and problems we have has with you. Please I need my check and speak with you. Let me know at what time I Can pass. Y your home today. I have to return to Perú and need to set le this right now

[8/3/22 4:10:43 p.m.] Mirtha Reinkendorf: Hello

[8/3/22 4:10:56 p.m.] Mirtha Reinkendorf: Did you have your Numbers
[8/4/22 11:51:22 a.m.] Mirtha Reinkendorf: Hello Anthony I am waiting for your Numbers and my money back. I Can not wait any more
[8/4/22 11:51:30 a.m.] Mirtha Reinkendorf: Contact me please
[8/4/22 5:29:52 p.m.] Mirtha Reinkendorf: Anthony I am Calling and Calling and you did not reply
[8/4/22 5:30:25 p.m.] Mirtha Reinkendorf: Do not want to take a other drástico actions. Please Call me for my money to give me
[8/5/22 9:09:12 a.m.] Anthony Muñoz: Tarjeta de contacto omitida
[8/5/22 9:54:56 a.m.] Mirtha Reinkendorf: Anthony After our today morning I am really astonished about your decisión of not give my money back After 10 months of doing nothing! And me camina and coming yo Florida to push you because you did nothing of the work contracted. The other night at your home you told me you were going to make the Numbers and give my money back! And now you assume the posición that I am fire you! You Fired me with no making the work! I have spend extra money coming to the Court due to you
[8/5/22 10:01:05 a.m.] Anthony Muñoz: Please call mr. Williams
[8/5/22 10:51:37 a.m.] Mirtha Reinkendorf: And you will pay Mr Williams?
[8/5/22 10:52:22 a.m.] Anthony Muñoz: I'll do what I have to do.
[8/5/22 10:52:32 a.m.] Anthony Muñoz: But there is a balance on the job, remember

Oceanside Renovations

1500 South Ocean Blvd.
Pompano Beach, FL 33062

Phone # 704-308-7078

Matt@Oceansideremodeling.com

Estimate / Contract / Invoice

Bill To
Mirtha Reinkendorf 1500 South Ocean Blvd. unit 1608 Pompano Beach, FL 33062

Date	Invoice #
7/18/2022	231

Start Date	Estimate Completion Date	Project
10/12/2022	8/4/2022	condo reno

Description	Rate	Quantity	Amount
DEMOLITION AND WASTE REMOVAL Remove all installed and constructed items dispose of. (including walls, appliances, toilets, cabinets, vanities, counters, cast iron tubs)	2,500.00		2,500.00
CLOSET CONVERSION Remove walls for entry door from living room to walk in closet for guest bathroom access, frame with new drywall, finish drywall with mudd, add bi-fold doors for closet. add door for new entry way.	2,000.00		2,000.00
CEILINGS AND DRYWALL Frame ceilings for electric rough and drywall, finish drywall to smooth, all rooms except new front pantry closet.	11,000.00		11,000.00
TRIMMING FOR DOORWAYS AND FLOOR BASE Remove all doorway casing and install new trim, fill holes and caulk. customer pays for casing and base trim	3,000.00		3,000.00
PAINTING Prep all areas for painting, plastic off windows, fix all holes in drywall where needed, prime and paint all walls and ceilings, customer specified white wall and ceilings	3,500.00		3,500.00

Total		Payments/Credits
Oceanside Renovations Signature: <i>Matt Reinkendorf 8/3/22</i>		Balance Due
Customer Signature: <i>M. Reinkendorf</i>		

Oceanside Renovations

1500 South Ocean Blvd.
Pompano Beach, FL 33062

Phone # 704-308-7078

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Estimate / Contract / Invoice

Bill To
Mirtha Reinkendorf 1500 South Ocean Blvd. unit 1608 Pompano Beach, FL 33062

Date	Invoice #
7/18/2022	231

Start Date	Estimate Completion Date	Project
10/12/2022	8/4/2022	condo reno

Description	Rate	Quantity	Amount
FLOORING Fix area where cabinets were removed and soundproof those areas and level off with already soundproofed existing tile, install, grout and clean. customer wants to install and pays for large white Calcutta tiles. approximately 1300 square feet including terrace. customer pays for tile.	8,750.00		8,750.00
ELECTRICAL In order to pass code the electric panel will need to be replaced and upgraded. all roughing and finish work to be performed with 25 new high hat lighting. adding GFCI's where needed to bring up to code. replacing outlet and switch covers . if replacing switch and outlets an additional \$850.	5,550.00		5,550.00
PLUMBING Remove and replace all supply valves to all sinks and toilets, shock suppresser(air hammer control) will have to be added under kitchen sink. add new shower and tub faucets, new toilets will have to be assembled and installed. new faucets in kitchen and bathrooms. new supply line to refrigerator relocation, dishwasher hookup and washer hookup. shower pan installation, tub installation.	9,500.00		9,500.00

Total

Oceanside Renovations Signature:

Matt Miller 8/3/22

Customer Signature:

M. Reinkendorf

Payments/Credits

Balance Due

Oceanside Renovations

1500 South Ocean Blvd.
Pompano Beach, FL 33062

Phone # 704-308-7078

Matt@Oceansideremodeling.com

Estimate / Contract / Invoice

Bill To
Mirtha Reinkendorf 1500 South Ocean Blvd. unit 1608 Pompano Beach, FL 33062

Date	Invoice #
7/18/2022	231

Start Date	Estimate Completion Date	Project
10/12/2022	8/4/2022	condo reno

Description	Rate	Quantity	Amount
KITCHEN Install European lacquer cabinets with push button doors and drawers, install Calcutta countertop (need two slabs for this) so also adding in waterfall counter with Calcutta quartz backsplash. one pantry closet for washer dryer.	17,500.00		17,500.00
BATHROOM Install cement board in shower and tub area, install tile on walls in shower/tub. install vanity and countertop. install mirror. customer pays for vanity, countertop, mirror, toilet and shower/tub glass	3,500.00	2	7,000.00
DOORS fix doors , replace and install all new doorknobs. customer pays for hardware. frame door single door where bedroom door and replace	875.00		875.00
DOC FEES pulling licenses for general contracting, plumbing and electrical are included in the 3000 dollars. permit fees will be paid by customer	3,000.00		3,000.00

Total

Oceanside Renovations Signature:

Matt Reinkendorf 8/3/22

Customer Signature:

M. Reinkendorf

Payments/Credits

Balance Due

Oceanside Renovations

1500 South Ocean Blvd.
Pompano Beach, FL 33062

Phone # 704-308-7078

Matt@Oceansideremodeling.com

Estimate / Contract / Invoice

Bill To
Mirtha Reinkendorf 1500 South Ocean Blvd. unit 1608 Pompano Beach, FL 33062

Date	Invoice #
7/18/2022	231

Start Date	Estimate Completion Date	Project
10/12/2022	8/4/2022	condo reno

Description	Rate	Quantity	Amount
PAYMENT 10% deposit 40% start (get project going and order cabinets) 30% tiling completion 10% cabinet installation 10% upon completion			
Total			\$74,175.00
Oceanside Renovations Signature: <i>Matt Reinkendorf 8/3/22</i>	Payments/Credits		\$0.00
Customer Signature: <i>M. Reinkendorf</i>	Balance Due		\$74,175.00

2316
m. re



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

AFFIDAVIT OF COMPLIANCE

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

Case #:
21100009

Petitioner,

vs.

MASIAS, MIRTHA H
REINKENDORF
1500 S OCEAN BLVD, LAUDERDALE BY
THE SEA, FL 33062 1608

Respondent(s)

I BETHANY BANYAS as Code Compliance Inspector have personally examined the property described below and find that said property is NOW in compliance with the Ordinance(s) shown below:

Date: 10/11/2022
Owner Name: MASIAS, MIRTHA H REINKENDORF
Owner Address: 162 LAKE MONTEREY CIR BOYNTON BEACH, FL 33426
Property Appraiser ID: 494307AG1160
Site Address: 1500 S OCEAN BLVD, LAUDERDALE BY THE SEA, FL 33062
1608

Legal Description:

LEISURE TOWERS CONDO UNIT 1608 PER CDO BK/PG: 3767/824

Ordinance/Regulation	Section	Description	Date Complied
Florida Building Code	6th Edition (2017) FBC BCA Section 105.1	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this Code, or to cause any such work to be done; or to change the Occupancy of a building or structure from one use Group to another requiring greater strength, means of egress, fire and sanitary provisions; or to change to an unauthorized or prohibited use; or to install or alter any equipment for which provision is made or the installation of which is regulated by this Code; shall first make application to the Building Official and/or Fire Code Official as indicated in the FFPC or a duly authorized representative and obtain the required permits. A permit shall be deemed...	10/11/2022

Further, Affiant sayeth naught

STATE OF FLORIDA
COUNTY OF BROWARD

[Signature]
Code Compliance Inspector Signature

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
~~online notarization~~, this 21 day of October, 2022 by BETHANY BANYAS
of the Town of Lauderdale-By-The-Sea, who is personally known to me and who did not take an oath.

My Commission Expires:

[Signature]
NOTARY PUBLIC State of Florida at Large



MEGAN B. SMALL
Print, type or stamp name of Notary

HH 207650
Commission Number, if any



Agenda Item No: 13.b

Town Commission Agenda Item Report

Meeting Date: February 28, 2023

Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director

Submitting Department: Public Works

Item Type: Resolutions

Agenda Section: New Business

Subject Title: Resolution 2023-14 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING ADDENDUM NUMBER 2 OF THE SANITARY SEWER AGREEMENT WITH THE CITY OF POMPAÑO BEACH; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE.

Explanation: On November 12, 2019, the Commission approved an agreement with Baxter and Woodman to move forward with the design of sanitary sewer system as was laid out in the settlement agreement with Palm Club. As part of the agreement, the Town, at its expense would design and construct a sanitary sewer system within the Palm Club community.

After the design was completed, the Town solicited proposals from firms to construct the project. On May 25, 2021 staff presented to the Commission a ranked list of firms who had submittal proposals for the Town's consideration. Staff recommended and the Commission approved moving forward with ManCon for construction of the sanitary sewer system. Work on the project began in August 2021 and final completion occurred on August 8, 2022 (**Exhibit 1**).

The City of Pompano Beach provides full sanitary sewer service to the northern half of Town and therefore, as the project was coming to a close, the Town Attorney's office began working the City of Pompano Beach Attorney to complete an agreement which would authorize hand over of the system to them.

This completed agreement (**Exhibit 2**) transfers ownership and maintenance responsibilities to the City of Pompano Beach. Going forward they will be solely responsible for the maintenance and upkeep of the system. This agreement is Addendum Number 2 to the original 2005 agreement (**Exhibit 3**) which was subsequently updated in 2007 (**Exhibit 4**) to incorporate additional sanitary sewer services provided by Pompano Beach.

Recommendation: Staff recommends approval of Resolution 2023-14 (**Exhibit 5**) which transfers the Palm Club sanitary sewer system to the City of Pompano Beach.

Exhibits:

Ex.1- Final Completion Letter

Ex.2- Addendum No. 2 - Agreement with the City of Pompano Beach

Ex.3- 2005 Sanitary Sewer Agreement

Ex.4- 2007 Sanitary Sewer

Ex.5- Resolution 2023-14

August 20, 2022

Anthony Mancini
Man Con Incorporated
3460 SW 11th Street
Deerfield Beach, FL 33442

Town of Lauderdale By The Sea
Palm Club Sanitary Sewer
Final Completion

Dear Anthony,

On July 27, 2022, the Town of Lauderdale By The Sea, Pompano Beach Utilities Department, Baxter & Woodman, and Man Con Incorporated conducted a Substantial Completion Inspection for the above-referenced project. The Substantial Completion inspection resulted in the attached two (2) page Punch list, containing eleven (11) items for completion or correction

Through Subsequent verification inspections, it was decided that all punch list items were completed as of August 09, 2022.

Per the above-referenced inspection, Baxter & Woodman finds that all items pertaining to the above Project have now been completed. Therefore, we hereby determine the project reached Final Completion effective August 9th, 2022.

Please contact us with any questions or concerns regarding the above.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Josh Ramirez

Josh Ramirez
Construction Manager



Substantial Completion Punch List July 27, 2022

Project:	Palm Club Sanitary Sewer
Owner:	Ken Rubach, Municipal Services Director, Town of Lauderdale-By-The-Sea
CEI Engineer:	Aaron Cutler, Construction Manager, Baxter & Woodman
Contractor:	Carl Morsch, Project Manager, Man Con Incorporated

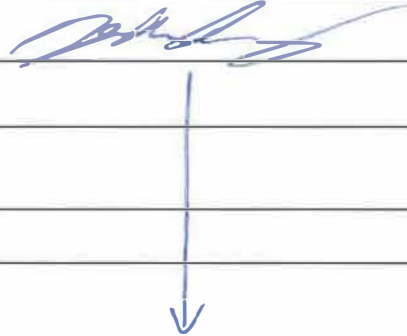
Participants

Manufacturer Representatives	Baxter & Woodman/ Electrical Design Associates	Pompano Beach Utilities Department	Man Con/ Foster Marine Contractors & Subcontractors
Jim King Barney Pumps	Andrew Capellini CEI Construction Manager	Don Bethel City of Pompano, Lift Station Operator	Joseph Decamillo Intrepid Electric, Inc., Electrical Contractor
Peter Villa Unitron Controls	Dameion Donaldson Electrical Engineer	Andrew Williams City of Pompano, Lift Station Operator	John Horchua Foster Marine Contractors, Foreman
Allan Curry Thompson Pump	Sira J. Prinyavivatkul Engineer of Record	David McGirr Chief Inspector	Gary Czajkowski Foster Marine Contractors, Owner
Nate Ackerman Huma Sales Rep			
Nick Perranwa Engineer			
Daniel Snell Barneys Pumps			

Item	Location	Description	Completion Date	Engineer Sign
001	General	Complete Sod Installation to all Bare areas and any areas Disturbed by Construction Activities	08/09/22	
002	Asphalt on Lid in Front of 17, 37	Remove Asphalt and Tack Debris from all Manholes, Drainage Grates, and Valve Boxes	08/09/22	
003	General	Install Rain guards on all Manholes	08/09/22	
004	In front of Maintenance Bldg & Between 97 & 98	Remove and replace all MH lids that do not have the "City of Pompano Beach" stamp.	08/09/22	
005	Entrance to Palm Club	Coat inside of ARV Manhole with protective Coating	08/09/22	
006	Swale Between 14 & 15 Palm Club	Backfill at Lateral/ Fill in Void	08/09/22	



Substantial Completion Punch List July 27, 2022

Item	Location	Description	Completion Date	Engineer Sign
007	Slab at Lift Station	Cracking in multiple locations of the slab (Hairline). FMC to submit proposed crack fill material cut sheet for approval.	08/09/22	
008	North Side of Lift Station	The fence is in the way of valve operation. Installation of a gate in this location is needed to resolve the obstruction.	08/09/22	
009	SE Side of Lift Station	The grounding rod box is not flush, and the perimeter joint sealing between the box and slab is missing.	08/09/22	
010	NE Side of Lift Station	The pressure gauge in the valve vault is the wrong size.	08/09/22	
011	Wet Well	Ponding water at Wet Well Hatch Crevices (Plans call for 1' ½" diameter drain couplings.)	08/09/22	
End of Punch list				

ADDENDUM NO. 2

TO THE SANITARY SEWER AGREEMENT

BETWEEN TOWN OF LAUDERDALE-BY-THE-SEA AND THE CITY OF POMPANO BEACH

THIS ADDENDUM, dated ____ day of _____, 2023, is entered into between the TOWN OF LAUDERDALE-BY-THE-SEA ("TOWN") and THE CITY OF POMPANO BEACH "CITY"), in consideration of the mutual benefits, terms, and conditions hereinafter specified. Following adoption and execution by the parties, this Addendum No. 2 shall constitute part of the June 14, 2005 Sanitary Sewer Agreement between the TOWN and the CITY as well as Addendum No. 1, dated July 27, 2008.

WHEREAS, in 2005 the TOWN and the CITY entered into an Agreement whereby the TOWN would plan, design and construct, in phases, a sanitary sewer system within an area commonly referred to as the North Beach area and comprised of the Terra Mar Island, Bel Aire, Sunset Lane, and Palm Club neighborhoods ("Project"); and

WHEREAS, on completion of each phase of the project, the completed phase would be connected to the CITY's existing sanitary sewer system and thereafter be serviced by the CITY's ordinances and fee schedules; and

WHEREAS, on July 27, 2008, the parties agreed to modify the scope of the Project to exclude the Palm Club neighborhood consisting of 119 units in the TOWN, and executed Addendum No. 1 to delete all references to the Palm Club neighborhood from the Sanitary Sewer Agreement between the TOWN and the CITY, which released each party of its respective obligations to the other as it related to the planning, design construction, maintenance, operation, and funding of a sanitary sewer system for the Palm Club neighborhood; and

WHEREAS, in 2017, the TOWN settled litigation with Palm Yacht and Beach Club, Inc. seeking the TOWN's construction of a sanitary sewer system in the Palm Club neighborhood, and the settlement agreement became effective following court approval in 2019; and

WHEREAS, the proposal to extend the sanitary sewer system manner was coordinated between the staffs of the parties prior to approval of the settlement, such that the parties, without written agreement, essentially agreed to modify the Sanitary Sewer Agreement to include, again, the Palm Club neighborhood (119 units) within its scope; and

WHEREAS, in/on August 9, 2022, the TOWN completed the design and construction of the sanitary sewer system in the Palm Club neighborhood, and the CITY has since operated and maintained the entire sanitary sewer system in the Palm Club neighborhood; and

WHEREAS, the TOWN and the CITY now desire to formally convey all interests, rights, and responsibilities relating to the ownership of the sanitary sewer system, including all pipes, lines, manholes, lifts stations, force mains and other required appurtenances thereto to collect and deliver the waste flow from the TOWN to the CITY.

NOW, THEREFORE, BOTH PARTIES AGREE AS FOLLOWS:

1. The above referenced "Whereas" clauses are true and correct and made part of this Addendum No. 2.
2. Notwithstanding Addendum No. 1, the Town has designed and completed a sanitary sewer system that extends throughout the Palm Club neighborhood that is consistent with the terms of the Sanitary Sewer System.
3. The TOWN agrees that there is hereby granted to the CITY, its successors and assigns, the right, privilege or franchise to construct, maintain and operate in, under, upon, over and across the present and future easements, streets, alleys, rights-of-way and public ways of the TOWN and its successors in accordance with established practice with respect to the sewer collection system including all the sewer mains, pipes, connections, manholes, fittings, pumps, lift stations and any and all other additional equipment or appurtenances of any nature necessary to effect a sewer collection system for the purpose of providing sewer collection services to the TOWN and its successors, inhabitants thereof, to specifically serve the Palm Club territory as described in the Sanitary Sewer Agreement.
4. The TOWN further agrees that the sanitary sewer system shall be subject to and in accord with the CITY's present and future ordinances, including City permits and inspection fees that the TOWN shall pay for, and shall be in accord with usual City inspection.
5. In all other respects, the original Sanitary Sewer Agreement between the TOWN and the CITY dated June 14, 2005 is hereby ratified, reaffirmed and shall remain in full force and effect as provided by its terms.
6. Each person signing this Addendum No. 2 on behalf of either party individually warrants that they have full legal power to execute this Addendum No. 2 on behalf of the party for whom they are signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals this _____ day of _____, 2023.

TOWN OF LAUDERDALE-BY-THE-SEA

Mayor Chris Vincent

Attest:

Town Clerk Katrina Adler

APPROVED AS TO FORM

Town Attorney Susan L. Trevarthen

Authorized by Town Resolution No. _____ on the _____ day of _____ 2023.

CITY OF POMPANO BEACH

Mayor Rex Hardin

City Manager Greg Harrison

Attest:

City Clerk Kervin Alfred

APPROVED AS TO FORM

City Attorney Mark Berman

Authorized by City Resolution No. _____ on the _____ day of _____ 2023.

PLEASE RETURN DOCUMENT TO:

Mary L. Chambers, CMC
City Clerk
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

original 23

SANITARY SEWER AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of June, 2005, by and between The CITY of Pompano Beach, a Florida municipal corporation, hereinafter referred to as "CITY" and the TOWN of Lauderdale by the Sea, a Florida municipal corporation, hereinafter referred to as "TOWN".

WITNESSETH:

WHEREAS, the CITY and TOWN desire to provide sanitary sewer service to respective TOWN and CITY residents in the area commonly referred to by the TOWN as the North Beach Area and comprised of the Terra Mar Island, Palm Club, Sunset Lane, and the Bel Aire neighborhoods, and

WHEREAS, the CITY owns and operates a sanitary sewer system in the vicinity of these neighborhoods, which do not have sanitary sewer service but are currently serviced by septic tanks, and

WHEREAS, the TOWN is in the process of designing and constructing a sanitary sewer system which will extend the CITY'S sanitary sewer system into the above-listed areas and which, on completion will enable the CITY to own, maintain and operate said system and,

WHEREAS, the CITY is willing to allow the extension of its sanitary sewer system for this purpose and to join in the Town's project to extend the CITY sanitary sewer system to the north end of Terra Mar Island which is within the jurisdictional boundaries of the CITY ;

NOW, THEREFORE, in consideration of mutual promises and other valuable consideration, the receipt of which is hereby acknowledged between both parties hereto, agree as follows:

1. The TOWN will plan, design and construct a sanitary sewer system (hereinafter referred to as the North Beach Sanitary Sewer Project or NBSSP) within the Town and the CITY to serve the North Beach area and the following listed residential neighborhoods, designated by phase:

- A. Terra Mar Island (185 units¹ in the TOWN and 39 units in the CITY);
- B. Bel Aire (222 units in the TOWN);
- C. Sunset Lane (12 units in the TOWN, and
- D. Palm Club (119 units in the TOWN)

The NBSSP service area is depicted on the Project Map a copy of which is attached as Exhibit "A" with each neighborhood marked to correspond to the letter designation above and the project phase number.

2. The sanitary sewer collection system shall consist of such pipes, lines, manholes, lift stations, force mains and other required appurtenances thereto to collect and deliver the waste

¹ The number of actual units referred to in A-D is subject to confirmation by the parties.

water flow from the area served to an existing force main owned by the CITY located within the west right-of-way of State Road A1A in the vicinity of Terra Mar Drive.

The NBSSP shall be constructed in three (3) phases.

Phase One -Terra Mar Island and Sunset Lane shall begin no later than September 30, 2005.

Phase Two- Bel Aire shall begin no later than September 30, 2006.

Phase Three- Palm Club project shall begin no later than September 2007.

All three phases will be completed by December 2008.

3. The CITY will pay 100% of all additional costs of the shared improvements in excess of the amount that TOWN would have been required to pay in the event the CITY was not connected to the Terra Mar Island portion of the NBSSP. Such additional costs shall be determined the project engineer's estimate or by alternative bids for the work by mutual agreement by the CITY and TOWN.

4. Any and all services associated with the planning, engineering and construction of the project including field engineering inspection services shall be contracted and or provided and paid for by the TOWN and will be reimbursed by the CITY to the extent set forth herein.

5. The CITY will issue a purchase order to TOWN to cover all work to be performed for which the CITY will be responsible. The CITY will approve periodic invoices for services and submit payment to TOWN within twenty (20) days of receipt of such invoice as follows:

6. The CITY shall reimburse the TOWN a fixed fee in the amount of \$42,900 for the design of that portion of Terra Mar Island within the CITY's corporate limits and includes construction phase services, including certification of the final installation required by the County to place the system in service. The CITY will reimburse the TOWN for construction costs of the project as the work is completed, billed and approved by the TOWN's engineer.

7. All design plans and shop drawings including any changes there to shall be reviewed and approved by the CITY Engineer prior to construction. Construction services shall include certification of the system as required by Broward County. All design plans and as built will be turned over to the CITY upon completion of the project in both hard copy and electronic format. The electronic format shall be AutoCAD compatible. The hard copy as-built shall be signed and sealed by a Professional Surveyor and Mapper or Professional Engineer registered in the State of Florida.

8. The TOWN shall provide for daily engineering inspections by a field inspector approved by the CITY as required to certify the system on completion of the work. The City may elect to require a full time engineering field inspector on the CITY'S portion of the work, but the CITY

shall be responsible for the fees of the inspector. The CITY shall reimburse the TOWN for inspection services on that portion of the project within the CITY limits. In addition, the TOWN shall pay the CITY a fee of \$120,000.00 of project costs for engineering plan review and inspection services for that portion of the system that lies within the corporate limits of the TOWN.

9. CITY, by and through its Engineer or designee, shall have complete access at all times to inspect all work on the project throughout the construction process. Any objections to work on any portion of the system by the City Engineer or designee shall be provided in writing to the TOWN as soon as possible after CITY has knowledge of a deficiency. All such objections must be resolved to the satisfaction of the CITY prior to the acceptance of the project by the CITY. In the event of a dispute regarding a deficiency claimed by the CITY, the parties will submit their dispute to a third party engineer mutually selected by the parties. The third party engineer's fees shall be paid equally by the parties.

10. Upon completion of the project, the CITY shall inspect the project to determine if the system has been constructed per the approved construction plans, and that the system meets all specifications and requirements. Upon approval and acceptance of the project by the CITY, TOWN shall transfer all ownership of the system to the CITY at no cost to CITY, project shall become a part of the CITY'S sanitary sewer system. The CITY shall assume ownership and maintenance responsibility for the completed project, and shall have the right to operate the system within the service territory as set forth herein.

11. The TOWN property owners who connect to the system shall pay all fees and charges as set forth in Chapters 50 and 51 of the Pompano Beach Code of Ordinances as amended from time to time including but not limited to, sewer connection fees and capital recovery fees, plan review fees, permitting fees, and inspection fees.

12. Property owners shall have up to 180 days from the date of completion of the project to connect to the system as set forth in Section 51.02 of the CITY Code. The TOWN will conform its Code to require property owners to timely connect to the system. Each individual lot or property will be limited to one sanitary sewer connection. Any property that has not connected to the system within 180 days will be billed as if they were connected to the system. It shall be the responsibility of the individual cities to take the necessary actions to ensure all properties within their respective boundaries connect.

13. Any proposed new customers to be added to the TOWN'S sanitary system or the connection of private lines located in the TOWN must first be approved by the CITY per 51.03 Installation; Connection Charges of the CITY'S ordinances.

14. New customers requesting connection to the system will be responsible for paying the appropriate impact fees. Any system expansion shall have the prior approval by the CITY. The CITY has the right to deny additional connections to this system that are not made under the initial time period set forth in paragraph 1 and 8 of this Agreement. Determination of future connections shall be based upon operational factors including, but not limited to, system capacity.

15. The TOWN agrees that there is hereby granted to the CITY, its successors and assigns, the right, privilege or franchise to construct, maintain and operate in, under, upon over and across the present and future easements, streets, alleys, rights-of-way and public ways of the TOWN and its successors in accordance with established practice with respect to sewer collection system including all the sewer mains, pipes, connections, manholes, fittings, pumps, lift stations and any and all other additional equipment or appurtenances of any nature necessary to effect a sewer collection system for the purpose of providing a sewer collection services to TOWN and its successors, inhabitants thereof, to specifically serve the service territory described herein.

16. Upon acceptance of the project by the CITY, operation of the portion of the project with the limits of the TOWN shall be governed by the terms and conditions of the existing Sewer Service Agreement between the CITY and TOWN and any extension thereto, or subsequent agreement, excluding the provisions for rates and charges which shall be governed by the terms set forth below in paragraph 18. of this Agreement for the service territory. That portion of the service territory located within CITY limits, however shall not be subject to said rates and charges.

17. Periodic Payment: The TOWN will submit a periodic payment request for expenses as set forth in paragraph 2. of this Agreement, to the CITY by the 25th of each month for work installed by that date. The CITY will process approved payments and make payment within twenty (20) days after receipt of the payment request.

18. Governing Law: This agreement will be governed and construed in accordance with the laws of the State of Florida, and venue for any litigation will be in Broward County.

19. Severability and Waiver: If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other provision or, subsequent breach.

20. Legal Fees: If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to the filing of litigation to resolve such dispute, the prevailing party in such matter shall be entitled to receive its reasonable attorney's fees plus costs necessitated by the proceedings.

21. Warranty: TOWN agreement with the contractor for the project shall require that the contractor warrants the completed system to be free from any and all defects, including but not limited to, design, materials, and workmanship, for a period of one (1) year from the date of acceptance by the CITY. TOWN contractor shall agree to provide a warranty during said one-year period under which it will replace, repair, reconstruct, or otherwise resolve any defect or deficiency to the satisfaction of the CITY, with all costs of same paid by the TOWN. The CITY will be named as a third party beneficiary of the contractor's guarantee.

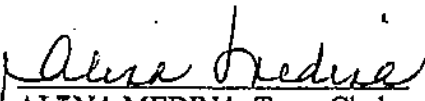
22. Rates and Charges: CITY'S ordinances and fee schedules are amended from time to time. Rates and Charges passed by the CITY'S Commission will become the adopted rate schedule for this Agreement. Properties located in the service territory within the TOWN as described in this Agreement, will not be charged under TOWN'S master meter and will not be under TOWN'S cost of service rate schedule. CITY'S rate charged to its own residents, plus 25%, will be the maximum applicable rate for property owners in the TOWN who are billed for sewer service under this Agreement.

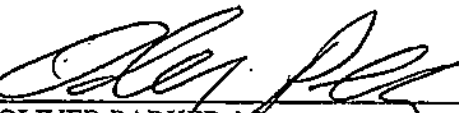
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

"TOWN":

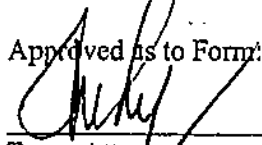
ATTEST:

TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA


ALINA MEDINA, Town Clerk

By: 
OLIVER PARKER, Mayor

Approved as to Form:


Town Attorney

"CITY":

Witnesses:

CITY OF POMPANO BEACH

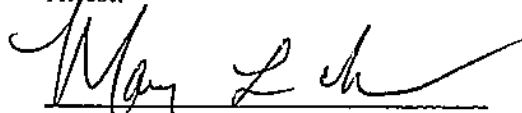

Signature

By: 
JOHN C. RAYSON, MAYOR


Signature

By: 
C. WILLIAM HARGETT, JR.,
CITY MANAGER

Attest:


MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

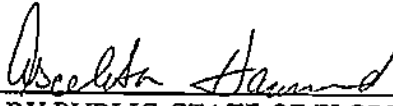

GORDON B. LINN
CITY ATTORNEY

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 20th day of June, 2005 by JOHN C. RAYSON as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

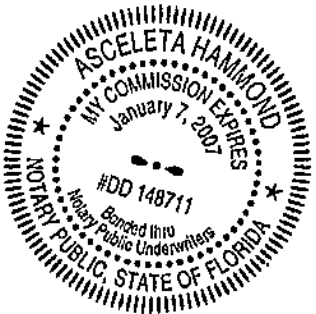
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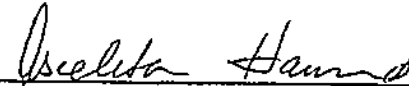
Commission Number

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 20th day of June, 2005 by C. WILLIAM HARGETT, JR., as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:




NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of June, 2005 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



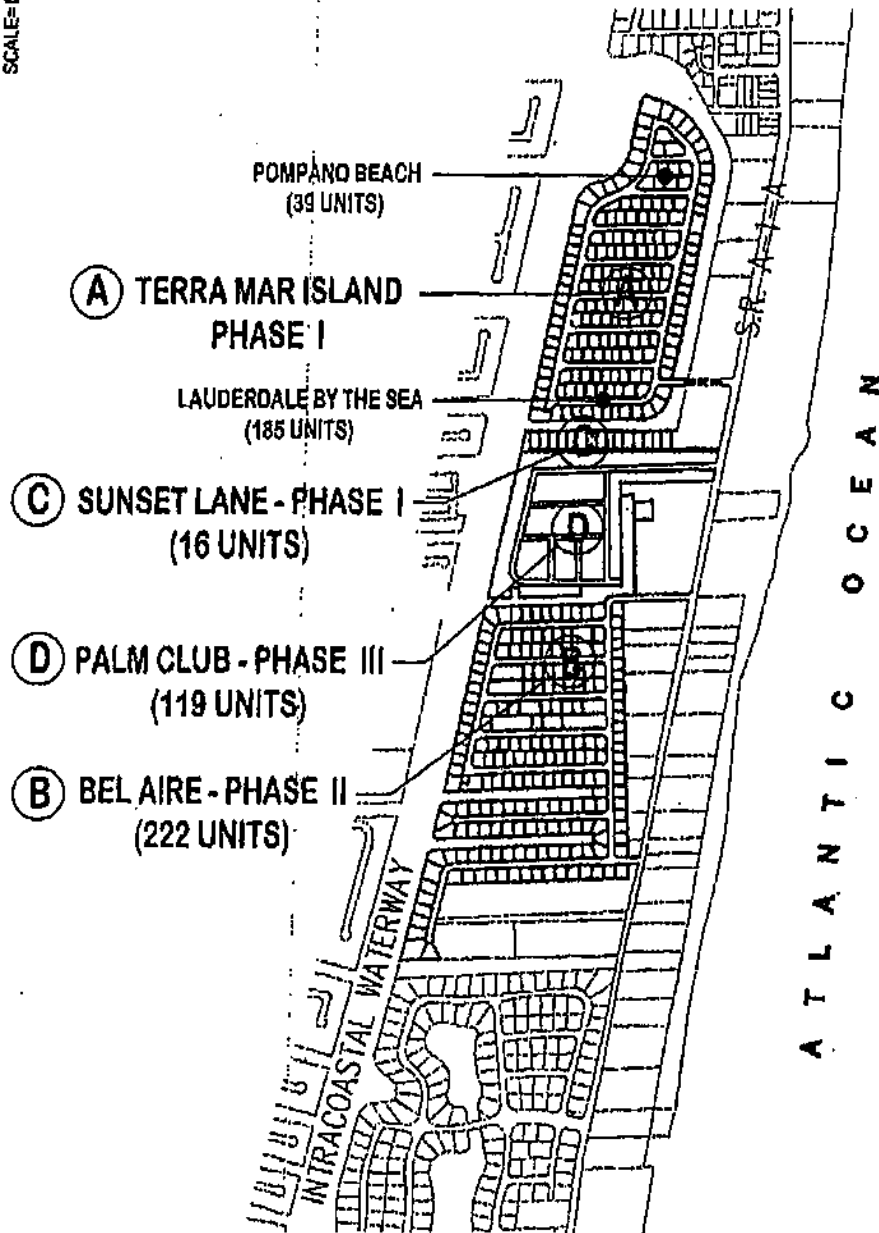
Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT - 'A'



WASTEWATER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of November, 2007, by and between the CITY OF POMPANO BEACH, Florida, a municipal corporation of the State of Florida, hereinafter called "City" and the TOWN OF LAUDERDALE-BY-THE-SEA, a municipal corporation of the State of Florida, hereinafter referred to as the "Town";

WITNESSETH:

WHEREAS, the City and the Town previously entered into a 40 year Sewer Service Agreement dated July 14, 1966 through July 13, 2006, which supplied the Town with a method for disposing of sanitary wastewater collected through a wastewater disposal system, which included two Lift Stations; LS #12 (formerly #21) presently located at 251 N. Pompano Beach Boulevard, Pompano Beach and LS #24 (formerly LBTS Master) presently located at 4413 Seagrape Drive in Lauderdale-by-the-Sea; and

WHEREAS, the City furnished said wastewater collection and disposal system, including a capacity to accommodate the needs and requirements of the Town; and

WHEREAS, the City and the Town are desirous of continuing the agreement which has been extended by the City and Town to provide an adequate time period to enact a new, long-term agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and by the parties hereto to be kept and performed, it is agreed as follows:

1. The City does hereby agree to allow the Town to remain connected by force main and other required appurtenances thereto, to Master Lift Station #12 and the Town agrees that during the term of this Agreement it shall use the City's sanitary wastewater facilities for the

disposal of all wastewater from the Town. Transmission and delivery of all of the City's wastewater, together with that of the Town, is to the Broward County Treatment Facility. Should said force main not contain sufficient capacity to accommodate future connections from potential customers in the Town, the Town shall be responsible for any and all costs to upgrade the force main.

2. Any facilities required to be constructed hereby by the Town, shall be subject to approval by the City's Engineer and Utilities Department and shall be subject to and in accord with the City's present and future ordinances, including City permits and inspection fees which the Town shall procure and pay for, and shall be in accord with usual City specifications. Said facilities shall be constructed only upon property dedicated to the public use; and in the event the City deems it necessary to acquire an easement or other interest in the property within which it is proposed to construct said facilities, such easement or other interest shall be acquired and paid for by the Town; and, further, if the same be located outside the present municipal limits of the Town, such easement or other interest in property shall be conveyed by Town to City by an appropriate instrument of conveyance. Town shall provide City with full and free access to the lift stations addressed in this Agreement to render services thereon, and will otherwise provide a safe workplace for City's employees to, from and within all lift stations.

3. The Town shall maintain adequate wastewater pumps, grinding equipment and chemical feeding equipment in the Town's Master Lift Station #24 to pump the wastewater into the treatment facilities of the City's Master Lift Station #12. All grinding, metering, chemical feeding and pumping equipment shall be maintained and kept operational so as to feed sufficient chemicals therein to reduce septicity in the wastewater reaching the Master Lift Station of the City to the standard required by the Utilities Department. No industrial wastes shall be put into the Town's collection system or the force main by either the Town or any use of the Town's

collection system, as defined in the City's Code of Ordinance and the Large User Agreement with Broward County. Personnel of the City shall be provided free access to the pumping station of the Town to determine that the requirements hereof are being met on a continuing basis.

4. The City shall establish rates to be charged to the Town by the City for the services provided. The methodology for these services are detailed on Schedule A, attached hereto. The Town shall be billed monthly, said bills shall be payable within fifteen (15) days of the date thereof. Adjustment to the above methodology will occur annually, as set forth in Chapter 50, "Water," of the City's Code of Ordinances.

5. In addition to an availability charge, the Town shall pay to the City a charge per thousand gallons based on the amount of sewage the Town delivers to the City's wastewater system, which charge shall include the Town's proportionate share of the operating and maintenance cost of the City's transmission facilities, a surcharge which shall represent payment in lieu of taxes to the City, and the cost of treatment of the Town's sewage, which cost shall be the same as that charged the City by Broward County. The charges per thousand gallons established shall apply from zero to 1.25 million gallons of wastewater per day. The charge shall be doubled for all wastewater in excess of 1.25 million gallons per day and shall be based on each single day's wastewater quantity. The maximum capacity required to be provided for hereunder by the City to the Town shall not exceed one million five hundred thousand gallons per day.

6. The term of this Agreement shall be fifteen (15) years, with option for renewal every five (5) years. The Renewal option is considered to be automatically in effect unless either party notifies the other in writing of their intention to not renew said Agreement, sixty (60) days prior to its expiration date.

7. The Town and each and every user of the collection system shall be subject to the same provision, penalties, rules and regulations as regular City users are, and the use thereof shall be subject to all applicable ordinances which now exist or which may subsequently be enacted, all such ordinances being incorporated herein by reference and made a part of this Agreement. Any violation of such provisions, rules, regulations or ordinance by the Town or any users of the Town's collection system as aforesaid shall constitute a breach of this Agreement and shall be grounds for cancellation of same by the City; provided, however, that the City shall notify the Town in writing of any such violation and the Town shall have thirty (30) days from the date of such notification to cease or cause to be ceased any such violation. The Town covenants and agrees that it will adopt its own rules, regulations and ordinances as the same may be required to insure the compliance with the provisions of this paragraph by the users of its collection system.

8. The Town agrees that for any construction required it will procure and pay for all necessary permits, inspection fees, and other costs normally and usually charge by the City, in addition to such similar costs and charges as may be required by Broward County. This also applies to renovation of existing structures or connections where the size of the domestic water connection increases by 1" or more, as this will place an added demand on the wastewater system. Regulations by Broward County or the Florida DEP, would supersede this sizing requirement.

9. The Town agrees that it will not connect nor allow any connection to any portion of its wastewater collection system constructed within its present municipal limits by any such properties, persons, buildings or structures outside of such municipal limits without prior permission and approval of the City and any revenue derived from any such connection shall

belong to and be the property of the City without any payment of any kind whatsoever to the Town.

10. Any temporary cessation of disposal of wastewater caused by an Act of God, fire, strike, casualty, necessary maintenance work, break-down of or injury to machinery, pumps or pipe, lines, civil or military authority, insurrection or riot, shall not constitute a breach of this Agreement on the part of the City and the City shall not be liable to the Town or its residents for any damage resulting from such cessation of disposal. In the event of a catastrophic event, City shall make every reasonable effort to keep Town on line. Town shall pay all related time and material expenses incurred as a result of this effort.

11. This Agreement shall be binding upon the successors and assigns of the parties hereto and may be enforced by an action in equity for specific performance of the terms and conditions hereof insofar as the same require the performance of acts other than the payment of money.

12. Any notice required to be given hereunder shall be considered to have been properly given if the same has been sent in writing, by certified or registered mail, to:

City Manager
City of Pompano Beach
Post Office Box 1300
Pompano Beach, FL 33061

Mayor/Town Manager
Town of Lauderdale-by-the-Sea
4501 Ocean Drive
Lauderdale-by-the-Sea, FL 33308

13. The Town agrees that upon the expiration of its present Agreement with the City of Fort Lauderdale it will purchase water from the City of Pompano Beach if it determines such purchase will be economically advantageous to it and if it determines the quality of the water offered by the City is equal to or better than the water provided by the City of Fort Lauderdale.

14. The Town agrees to indemnify, hold and save harmless the City from any judgments and costs and expenses to the City incurred by it in any litigation to which it may become a party, as either plaintiff or defendant, which said costs and expenses shall include reasonable attorneys' fees in both the trial court and any appellate court to which the matter may be appealed, resulting from the effects of the improper introduction by the Town or any users for the Town's collection system into the City's Wastewater collections system or any portion or part thereof of any solid liquid, gas or other effluent, which may cause damage either within or without the City's Wastewater collection system, and appurtenances thereto, including, but not limited, to fish kills, undesirable floating matter and explosions.

15. City shall furnish all maintenance labor, services, tools, and materials to regularly and systematically examine, clean, lubricate, adjust equipment and monitor telemetry data at the following two Lauderdale-by-the-Sea lift stations:

Lift Station #24 – presently located at Hibiscus Avenue/Commercial Blvd.

Lift Station #25 – presently located at Hibiscus Avenue/Allenwood Drive

City is responsible to make only those adjustments and repairs which are necessary due to ordinary wear and tear. City is not obligated to make adjustments, repairs or replacements necessitated by any other cause, including, but not limited to, accidents, vandalism or misuses of the equipment. Cost of this maintenance service is factored into Section 4. City specifically exempts from this service the calibration, repair and replacement of flow meters and SCADA system. City shall perform repairs on the two lift stations upon the Town's request. City will assume no responsibility for the expense and labor for repairs and replacement parts, electrical power, or for maintenance and repair of the two lift station structures. This work will be performed and billed on a time and materials basis and paid in accordance with the City ordinances. City will perform all maintenance work during regular work hours, 7:00 AM to 3:30

PM, on regular working days, Monday through Friday. Should the Town request examinations, cleaning, lubrication, adjustments, repairs replacements or emergency services at other times, the Town will compensate the City for any overtime expenses incurred. City will not be responsible for any loss, damage, detention or delay caused by labor disputes, fire, explosion, theft, earthquake, severe or unusual weather conditions, shortage of material, unavailability of material from usual sources, embargo, mischievous mischief, war, acts of God, wastewater spills or discharges resulting from infrastructures not associated with the two lift stations or any other cause beyond City's reasonable control and duties set forth herein. This Section of the Agreement may be terminated at any time without cause by either party, upon sixty (60) days written notice to the other party.

16. The City shall make staff available to the Town, whenever possible, to address wastewater emergencies. The Town recognizes that the City's first obligation is to serve the City's Utilities system. Staff will only be made available if the City system is not in distress. Such assistance will be provided under the general direction of the Town, who will have ultimate responsibility for utilities in the area. The City will be compensated for staff's actual expense for labor and benefits. Vehicles will be charged at the most recent FEMA rate. An additional 25% for services outside of City limits will be added. The total charge will be included in the Town's monthly invoice.

17. The parties shall defend and indemnify each other, to the extent allowed by law, and save each other harmless from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Agreement caused by any action, neglect, erosion or mission of the other party relating to bodily injury, loss of life or damage to property sustained in, about, or upon the two lift stations or the improvements placed thereon, and to indemnify each other to the extent allowed by law, from claims resulting from any negligent acts of the

other party during the term of this Agreement, the parties further agree to indemnify and save each other harmless to the extent allowed by law, from and against all costs, attorney's fees, expenses and liabilities incurred in and about any such claim, investigation thereof, or the defense of any judgment or decrees, which may be entered therein as a result of the foregoing.

18. Any modification of the terms of this Agreement shall be in writing and upon approval of both Town and City utilizing the procedures necessary to authorize said modification pursuant to the requirements of each municipality, which shall be equal in dignity to the procedures utilized for approval of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their corporate seals the day and year first above written.

"TOWN":

ATTEST:

TOWN OF LAUDERDALE-BY-THE-SEA

Jane White
Town Clerk

By Oliver Parker
Mayor Oliver Parker

APPROVED as to form:

James A. Cherof
for JAMES A. CHEROF, Town Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

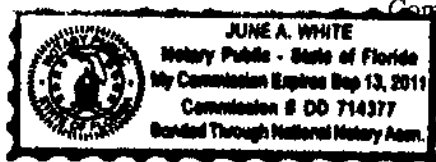
The foregoing instrument was acknowledged before me this 13th day of November, 2007 by Oliver Parker, as Mayor of the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Jane A. White
NOTARY PUBLIC, STATE OF FLORIDA

JANE A. WHITE
(Name of Acknowledger Typed, Printed or Stamped)

DD 714377
Commission Number



"CITY":**Witnesses:****CITY OF POMPANO BEACH**

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

By:

Lamar Fisher, Mayor

By:

Keith Chadwell, City Manager

Attest:

Mary L. Chambers, City Clerk

(SEAL)

Approved As To Form By:

Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of
December, 2007 by Lamar Fisher as Mayor of the City of Pompano Beach, Florida,
a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

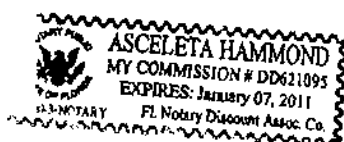
NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Ascelesta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

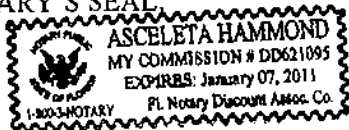
Commission Number



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of December, 2007 by Keith Chadwell, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

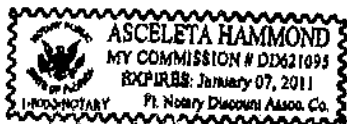
Asceletha Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of December, 2007 by Mary L. Chambers as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

MEB/jrm
7/2/07 (2007-1584
l:agr/utility/wastewater service agreement

SCHEDULE A

The following terms used in this Schedule are defined as follows:

- Availability Charge – represents debt service costs for Lift Station #12 and the A1A Force Main allocated to LBS.
- Wastewater Treatment Charge – represents a) the volumetric rate charged by Broward County for wastewater treatment at the Regional Wastewater Treatment Plant; b) a Reserved Capacity Charge to recover debt service costs for the regional plant; and c) a Broward County True-Up Charge to make adjustments for the over- or under-recovery of cost paid to Broward County in the previous year.
- Lift Station #12 O&M Charge – represents costs associated with the operation and maintenance of Lift Station #12 ("LS12"), including electrical, chemical, pumping and general and administrative expenses incurred for the operation of LS12. This cost component also includes a 25% surcharge.
- True-Up Amount – represents an adjustment between the City and LBS calculated based on the actual revenues received from LBS compared to the actual costs incurred from the prior year.

SCHEDULE A

Calculation Methodology for LBS Wholesale Wastewater Treatment Rate

I. Fixed Charge Components – Annual Cost

Availability Charge:

Lift Station #12 (1)	\$ 17,922.57
AIA Force Main (2)	16,942.25
Broward County Reserved Capacity Charge (3)	155,582.70
Broward County True-Up Charge (prior year) (4)	
LBS True-up from Prior Year (5)	
Subtotal: Fixed Annual Charge	\$

CALCULATED MONTHLY CHARGE

II. Volumetric Charge Components – Annual Cost

Lift Station #12 Costs:

Electrical (6)	\$
Chemical (7)	
Personnel – WW Pumping (8)	
Other WW Pumping (9)	
Administrative/General Expense (10)	
	\$
Plus 25% Surcharge	
Subtotal: LS #12 Costs	\$

Estimated Flow (based on 3 year average) (in kgal)

LS #12 Volumetric Rate (\$/kgal) (11) \$

Broward County Rate \$

Plus IR&R Charge

Subtotal: Broward County Rate (12) \$

TOTAL VOLUMETRIC RATE (per 1,000 gal)

Total Annual Cost \$

Total Monthly Cost \$

Total Annual Cost converted to a Volumetric Rate \$

SCHEDULE A

- (1) Calculated based on construction costs of \$964,820 amortized at approximately 4.11% over 20 years to generate annual payment amounts of \$71,690.28. Of this amount, 25% is allocated to LBS, per the contract, based on 1.5 MGD of capacity allocated to LBS out of a total capacity at the pump station of 6.0 MGD. The interest rate is consistent with the 1993 Bonds used to finance the project.
- (2) Calculated based on a total project cost of \$542,331, of which 50% is allocated to LBS per contract. The payment stream is based on an amortization of cost at 4.65% over 30 years.
- (3) This charge is based on the fixed charge for wastewater treatment debt service, including an IR&R factor (presently 2.5%), charged by Broward County. This charge is currently \$10,372.18 per month per MGD of reserved capacity. LBS is allocated 1.25 MGD of Pompano's available reserved capacity.
- (4) This is the amount of LBS's share of the true-up charge calculated by Broward County in each year. LBS's share is determined by multiplying the total true-up amount for Pompano Beach by the percentage determined by dividing LBS's metered flows by the total flows delivered by Pompano Beach to Broward County from 2 years prior. For FY 2007, the total true-up charge was \$5078.27, which was multiplied by 4.18% based on FY 2005 flows. It is not possible to forecast the magnitude of any true-up amounts in future years.
- (5) This is the amount determined by comparing actual revenues received from LBS with actual costs incurred for the prior year. The LBS true-up would only address costs recovered from the volumetric charge components for the LS#12 costs. It is not possible to forecast the magnitude of any true-up amounts in future years.
- (6) LBS's share of Electrical costs for LS#12 is calculated for each budget year by taking the budgeted amount for Total Pumping Electrical costs and multiplying by the percentage derived by dividing the most recent prior year's actual electrical costs for LS#12 by the actual Total Pumping Electrical costs for that year.
- (7) LBS's share of Chemical costs for LS#12 is calculated for each budget year by multiplying the budgeted amount for Total Chemical costs by LBS's share of total flows at LS#12 based on a three-year average of total flows and LBS flows.
- (8) LBS's share of Personnel Pumping costs for LS#12 is calculated for each budget year by multiplying the sum of the budgeted amounts for Pumping Personnel and Pumping Internal Services by the same percentage used for electrical costs.
- (9) LBS's share of Other Pumping costs for LS#12 is calculated for each budget year by multiplying the budgeted amounts for Other Pumping costs by the same flow based percentage factor used for chemical costs.
- (10) LBS's share of Administration and General Expenses for LS#12 is calculated for each budget year by multiplying the sum of the budgeted amounts for Sewer Administration and General Plant Expenses by three factors: (a) the ratio of pumping expenses to the sum of pumping expenses and transmission expenses; (b) the ratio of LS#12 flows to total flow delivered to Broward Co. for treatment; and by (c) the ratio of LBS flows to total LS#12 flows. The net effect of the three factors is a composite factor.
- (11) Calculated by dividing the subtotal for LS#12 costs, including a 25% surcharge, by the estimated flows for LBS based on the three-year average.
- (12) The Broward County Rate for wastewater treatment is treated as a pass-through cost to LBS based on the billable flows delivered and metered each month.

EXAMPLE: FOR COMPARISON PURPOSES ONLY – this page will not be included in the Agreement.

**Calculated and Projected Wholesale Rate for Lauderdale-by-the-Sea
Summary**

		Fiscal Year		
		2007	2008	2009
I. Fixed Charge Components - Annual Cost				
Availability Charge				
Lift Station #12	(1)	\$ 17,922.57	\$ 17,922.57	\$ 17,922.57
A1A Force Main	(2)	16,942.25	16,942.25	16,942.25
Broward County Reserved Capacity Charge	(3)	155,582.70	155,582.70	155,582.70
Broward County True-Up Charge (prior year)	(4)	212.12	TBD	TBD
LBS True-up from Prior Year	(5)	12,783.31	TBD	TBD
Subtotal: Fixed Annual Charges		\$ 203,442.95	\$ 190,447.52	\$ 190,447.52
Calculated Monthly Charges		\$ 16,953.58	\$ 15,870.63	\$ 15,870.63

II. Volumetric Charge Components - Annual Cost

Lift Station #12 Costs:				
LS#12 Electrical	(6)	\$ 13,241.29	\$ 14,416.46	\$ 14,921.03
LS#12 Chemical	(7)	40,893.06	44,522.31	46,080.59
LS#12 Personnel Pumping	(8)	41,461.85	45,458.10	47,381.35
LS#12 Other Pumping	(9)	7,270.92	7,777.45	8,049.66
LS#12 Admin. & General Expense	(10)	26,026.41	27,834.94	28,804.63
		\$ 128,893.54	\$ 140,009.26	\$ 145,237.26
Plus 25% Surcharge		32,223.38	35,002.31	36,309.32
Subtotal: LS# 12 Costs		\$ 161,116.92	\$ 175,011.57	\$ 181,546.58
Estimated Flow (based on 3-year average)	(in kgal)	220,444	207,811	207,811
LS#21 Volumetric Rate (\$/kgal)	(11)	\$ 0.731	\$ 0.842	\$ 0.874
Broward County Rate		\$ 0.689	\$ 0.689	\$ 0.689
Plus: IR&R Charge of 2.5%		\$ 0.017	\$ 0.017	\$ 0.017
Subtotal: Broward County Rate (\$/kgal)	(12)	\$ 0.706	\$ 0.706	\$ 0.706
Total Volumetric Rate per 1,000 gallons		\$ 1.437	\$ 1.548	\$ 1.580

Total Projected Annual Cost	\$ 520,242.93	\$ 512,220.41	\$ 518,755.42
Total Projected Monthly Cost	\$ 43,353.58	\$ 42,685.03	\$ 43,229.62
Total Annual Cost converted to a Volumetric Rate (For comparison purposes only.)	\$ 2.360	\$ 2.465	\$ 2.496

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1 essentially agreed to modify the Sanitary Sewer Agreement to include, again, the Palm Club
2 neighborhood (119 units) within its scope; and

3 **WHEREAS**, on August 9, 2022, the Town completed the design and construction of the
4 sanitary sewer system in the Palm Club neighborhood, and the City has since operated and
5 maintained the entire sanitary sewer system in the Palm Club neighborhood; and

6 **WHEREAS**, the Town and the City now desire to formally convey all interests, rights,
7 and responsibilities relating to the ownership of the sanitary sewer system, including all pipes,
8 lines, manholes, lifts stations, force mains and other required appurtenances thereto to collect and
9 deliver the waste flow from the Town to the City.

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

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

14 **Section 2. Agreement Approval.** Addendum Number 2, attached as Exhibit 2, is
15 hereby approved.

16 **Section 3. Authorization to Execute and Make All Non-substantial Changes.** The
17 Town Manager is authorized to execute the attached Addendum together with all non-substantial
18 changes that are acceptable to the Town Manager and Town Attorney.

19 **Section 4. Conflict.** All resolutions or parts of resolutions in conflict herewith are
20 hereby repealed to the extent of such conflict.

21 **Section 5. Severability.** If any clause, section or other part of this Resolution shall be
22 held by any court of competent jurisdiction to be unconstitutional or invalid, such

unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 28th day of February, 2023.

Mayor Chris Vincent

Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: February 28, 2023

Submitted By: Debbie Hime, Special Events and Marketing Manager

Submitting Department: Administration

Item Type: Discussion Item

Agenda Section: New Business

Subject Title: Community Shuttle Partnership with Broward County Transit

Explanation: In 2002, the Town entered into an interlocal agreement (ILA) with Broward County Transit ("BCT") to provide a shuttle service, the Pelican Hopper. While the shuttle has provided necessary transportation for locals and visitors, Town staff is requesting that the Commission consider eliminating the shuttle for the following reasons:

- The average daily ridership is 4.4 persons (down from a pre-Covid high of 10.2). The Town's ILA with BCT requires the Town to maintain a 7.2 average daily ridership.
- BCT is requiring all shuttle stops are upgraded to be ADA compliant which will cost the town approximately \$250,000. Many of these stops are not within the Town and funds for these improvements have not been allocated by BCT.
- BCT is increasing the regulatory requirements of having a shuttle. The Town staff is now required to conduct a vehicle safety check. This check is more appropriate for a fleet manager to complete – and we don't have the staff to do that.
- Our vendor's service has been inconsistent. Since August, there have been eight incidents that our vehicle has been completely out of service for the day, in addition to another eight days of not starting the route on time. The shuttle's schedule – or lack of – is taking its toll on the confidence of regular riders and what the Town would need to do to build back confidence and resulting ridership.
- Our vendor that provides the driver has notified us that they will not renew or extend agreements that are not at least at the rate of \$57.50 per hour (currently \$44.00), and BCT has not confirmed to partners if the difference in price will be reimbursed by the Penny Surtax Funds.
- BCT is re-evaluating the shuttle program and will be requiring changes to the program and our individual contracts with our vendors.

Because of these reasons and the advancement of more convenient transportation options, we are recommending to end our agreement with BCT and eliminate the Pelican Hopper program.

In place of this program, staff is suggesting that we enter into an agreement with Circuit to provide a wave and ride (or scheduled pick up from home) service. This service would only be available within town jurisdiction, but we are hoping to have this expanded to Pompano Beach and possibly Galt Ocean. The cost of this service is currently included in the 2023 Town budget and we are working to secure grants for this program. This request is a separate item on this agenda.

Our existing Interlocal Agreement with BCT (Exhibit 1) expires at the end of September 2024. If the Commission votes for Staff to move forward with ending the Program, the ILA requires that the Town schedules a public meeting to announce its intentions to do so. Depending on the Commission's decision tonight, the public hearing would be held at the March 28th meeting.

Recommendation: Staff requests Commission direction on the continuance of the Community Shuttle Program.

Exhibits: Ex. 1 Broward County Transit Interlocal Agreement Extension Letter

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
TOWN OF LAUDERDALE-BY-THE-SEA FOR COMMUNITY SHUTTLE SERVICE**

This Interlocal Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Town of Lauderdale-By-The-Sea, a municipal corporation organized and existing under the laws of the state of Florida ("Town") (County and Town are collectively referred to as the "Parties").

RECITALS

- A. Public transportation services provided by County need to be supplemented to serve a greater number of people traveling within Town.
- B. Public transportation resources are limited and must be used in the most efficient manner.
- C. The Parties acknowledge that additional public transportation is needed for residents of Town and those persons traveling within Town to supplement existing mass transit service provided by County.
- D. The Parties desire to provide an alternative form of public transit service to the residents of Town and those persons traveling within Town that does not duplicate existing mass transit service provided by County.
- E. Town has expressed an interest in providing alternate transportation by utilizing vehicles provided by County to provide Community Shuttle Service.
- F. County desires to engage Town to provide Community Shuttle Service under an agreement containing mutually satisfactory terms and conditions.

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

ARTICLE 1: DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **ADA** means Americans with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.

Town Clerk

From: Debbie Hime
Sent: Saturday, June 11, 2022 6:52 PM
To: Town Clerk
Subject: Fw: CONTRACT RENEWAL – Contract#: TR2120193A1_18 - Community Shuttle Interlocal A
Attachments: ATT00001.jpg; ATT00002.jpg

From: Master Agreement Renewal Team <PurchasingRenewals@broward.org>
Sent: Saturday, June 11, 2022 6:01 PM
To: Debbie Hime <debbieh@lauderdalebythesea-fl.gov>
Cc: Master Agreement Renewal Team <PurchasingRenewals@broward.org>; ROBERTGLEASON <rgleason@broward.org>; Windelle Jean-Pierre <wjeanpierre@broward.org>; SLOVETT@broward.org <SLOVETT@broward.org>; Sherley Mathurin <smathurin@broward.org>
Subject: CONTRACT RENEWAL – Contract#: TR2120193A1_18 - Community Shuttle Interlocal A

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Dear Vendor:

This email is to inform you that contract No. **TR2120193A1_18** for **Community Shuttle Interlocal A** will be renewed on **09/20/2022** and **2 renewal(s)** remains.

The Master Agreement Renewal System (MARS) is set up to renew the contract unless action is taken by the Contract Administrator NOT to renew, or the vendor refuses to renew the contract.

If the vendor decides NOT to renew the contract, please notify your Contract Administrator at least 90 days prior to the end of the contract. Below is their contact information:

Contract Administrator: Sherley Mathurin

Email Address: smathurin@broward.org

Phone Number: (954) 357-8615

','N'Vendor Renewal Notification', CAST(N'2019-01-29T00:00:00.000' AS DateTime), 58, NULL, NULL)

1.2 **BCT** means the Broward County Transit Division.

1.3 **Board** means the Board of County Commissioners of Broward County, Florida.

1.4 **Community Shuttle Service** means the public transportation service described herein, including Emergency Transportation Service, provided hereunder by Town through the use of its employees or a Subcontractor.

1.5 **Contract Administrator** means the Director of the County's Transportation Department, or Deputy Director of the Transportation Department, or such other person designated by same in writing.

1.6 **Emergency Transportation Service** means the transportation service scheduled at the direction of County during periods of adverse weather or other emergency conditions as determined by County including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.

1.7 **Revenue Service Hour** means the time when any Vehicle is available to the general public and there is an expectation of carrying Community Shuttle passengers. Revenue Service Hour includes layover/recovery time but excludes deadhead (travel time from the yard to start of the route and from the end of the route to the yard) and maintenance testing.

1.8 **Subcontractor** means an entity or individual providing services to County through Town for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.

1.9 **Vehicle(s)** means the wheelchair accessible, passenger Vehicle(s), as described in Exhibit D.

ARTICLE 2. SCOPE

TOWN'S OBLIGATIONS

2.1 **ROUTES.** Town shall provide Community Shuttle Service for a minimum of twenty-four (24) hours per week to each of the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit A. Community Shuttle Service shall connect with County bus routes and other Community Shuttle Routes as set forth on Exhibit A. Community Shuttle Service shall not duplicate existing County bus service and must have connectivity to BCT fixed route bus service and to at least one (1) other Town Community Shuttle route.

2.2 USE OF SUBCONTRACTOR. Community Shuttle Service may be performed by Town through the use of its employees, or Town may enter into a contract with a third party to perform the Community Shuttle Service. In the event Town contracts with a third party, Town shall remain fully responsible hereunder and shall ensure that its Subcontractor complies at all times with each and every term, condition, duty, and obligation imposed on Town by this Agreement.

2.3 ADA. Town shall at all times ensure that Community Shuttle Service is provided in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.4 CHANGES IN ROUTES. Town acknowledges and agrees that it shall not deviate from or make changes to the Routes established in Exhibit A, including, but not limited to, a decrease or increase in Revenue Service Hours, without the prior written consent of the Contract Administrator. Town further acknowledges and agrees that funding under this Agreement is as set forth in Article 6, and County shall not compensate Town for any deviations or changes from the Routes established in Exhibit A.

2.4.1 Change requests should be made in writing, on Town letterhead, addressed to the Community Transit Officer (CTO). The requests should include at a minimum:

- (1) Nature of change requested;
- (2) Reason for change including supporting documentation such as letters from the community; and
- (3) Any available details and/or preliminary research or work done to support the change.

2.4.2 Change requests will be considered by County as outlined in Section 2.24 of this Agreement. The Contract Administrator will notify Town, in writing, whether the request is approved.

2.5 FARES. If Town and County determine a fare to be appropriate, Town may institute such fare, subject to the conditions outlined herein, provided the fare shall not exceed County's fixed-route base one-way fare.

2.5.1 Town's fare policies shall comply with 49 U.S.C. Section 5307(c)(1)(D), commonly referred to as the "half fare" requirement, and shall ensure that, during non-peak hours, a fare that is not more than fifty percent (50%) of the peak hour fare will be charged to any of the following:

- (1) A senior – an individual who is 65 years of age or older;

- (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability, cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
- (3) An individual presenting a Medicare card issued to that individual under Title II or XVIII of the Social Security Act, 42 U.S.C. Sections 401 et seq. and 1395 et seq.

2.5.2 Town shall:

- (1) Provide a formal written notice to the Contract Administrator at least sixty (60) calendar days prior to the implementation date of the proposed fare or fare change;
- (2) Hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.6 below; and
- (3) Not implement the proposed fare or fare change prior to receiving County's written approval.

2.6 PUBLIC HEARING REQUIREMENTS. Town, in compliance with the provisions of 49 U.S.C. Section 5307, shall hold a public hearing before its governing body as follows:

- (1) Prior to the implementation of or change in fares;
- (2) Prior to any change in service affecting twenty-five percent (25%) or more of the route miles, when calculated on total route miles or on daily revenue miles. A public hearing is required if either measure is above twenty-five percent (25%);
- (3) Prior to establishing a new Community Shuttle Service route;
- (4) Prior to discontinuing any Community Shuttle route in its entirety; and
- (5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

2.6.1 At least one (1) Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) business days prior to the date of the public hearing. The notice shall contain, at a minimum:

- (1) A description of the contemplated service or fare change, as appropriate;

- (2) The date, time, and accessible location of the hearing;
- (3) The location and addressee to whom written comments may be sent; and
- (4) Criteria for requesting available accommodations and alternative formats.

2.6.2 If service changes are necessitated by road closures or road construction/repair, or interruptions due to hurricane or other natural disaster, the Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. Town shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number that can be used to inquire further about the change or through which individual patrons may seek alternative format information.

2.6.3 Town shall provide County with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307 within seven (7) calendar days after the public hearing.

2.7 BUS STOPS. It shall be Town's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Shuttle Service (a bus stop).

2.7.1 Service. Town shall ensure that all proposed bus stops are ADA compliant before revenue service starts. If a proposed bus stop is found to be non-ADA compliant it will not be used until it is made ADA compliant. If a proposed bus stop cannot be made ADA compliant due to cost, geography, right-of-way, etc., it will not be used.

- (1) County will review bus stops prior to start of service for ADA compliance. If County determines a bus stop to be ADA non-compliant, it will be removed and not used until Town makes stop ADA compliant.
- (2) "Flag Stops," nondesignated bus stop locations at which a Vehicle stops on signal to allow passengers to board or alight a vehicle, are not acceptable and will not be used to support Community Shuttle Service.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months after the commencement of Community Shuttle Service, Town shall maintain a minimum average of 7.1 Passengers per Revenue Service Hour (PPRH) per route operated by Town. Town shall monitor trends relating to any reductions in PPRH and shall promptly notify County of possible conditions or remedies that are needed to address the reductions in passengers. It is understood and agreed between County and Town that

Town's failure to maintain a minimum average of 7.1 PPRH per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling County to terminate this Agreement and shall entitle County to pursue any and all other remedies provided under this Agreement and any remedies available to County at law or in equity. Town shall return any and all funds paid in advance to Town for services that were not performed prior to the date specified in any written notice of termination. Town shall return the funds no later than thirty (30) calendar days after receipt by Town of the notice of termination.

- 2.8.1 County reserves the right to adjust the minimum required PPRH per route. County will provide twelve (12) months' advance written notice to Town of any new required minimum average PPRH per route. If Town fails to meet the 7.1 PPRH on a twelve (12) month rolling basis as a result of road closures, road construction/repair, or interruptions due to hurricane or other natural disasters, County may suspend the ridership criteria for up to twelve (12) months.

2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Shuttle Service as set forth in Exhibit A, Town, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by County. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and, at County's discretion, County may require Town to authorize the use of any Vehicle(s) leased to Town herein by County or any other Town that has an agreement with County for Community Shuttle Service. Town shall not be entitled to any compensation for the use of any Vehicle(s) that is(are) utilized by another Town as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.

- 2.9.1 In the event of an emergency or natural disaster, Town is required to call the CTO to advise of Town's operations plan regarding actions to be implemented pre-event, during the event, and post-event. Should the need arise for use of assigned Vehicles, the CTO will coordinate with Town and provide further instructions.

2.10 EMERGENCY RESPONSE PLAN (ERP). Town shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to, periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine or other restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators, and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to County thirty (30) days after the effective date of this Agreement.

2.11 ON-BOARD SURVEYS. Town shall allow any on-board surveys and/or inspections as may be requested by County.

2.12 PUBLIC TRANSIT PROVIDER. Town, as a contracted public transit provider, shall comply with the provisions of Florida law relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, Florida Administrative Code, titled "Equipment and Operational Safety Standards for Bus Transit Systems," as currently enacted or as may be amended from time to time (Chapter 14-90).

2.13 OPERATION.

- 2.13.1 Town shall be solely responsible for the operation of any Vehicle(s) in accordance with all federal, state, and local regulations which shall include, but not be limited to, the discharge of pollutants while operating, cleaning, fueling, and maintaining the Vehicle(s). Town shall utilize every practicable safeguard to minimize the discharge of pollutants. Town shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminants resulting from the Community Shuttle Service provided hereunder.
- 2.13.2 Town shall be solely responsible to provide sufficient personnel, training, labor, and materials necessary to provide a high quality Community Shuttle Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Shuttle Service required herein throughout the term of this Agreement.
- 2.13.3 Town shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.
- 2.13.4 Town shall be responsible to maintain Community Shuttle Service as described in Exhibit A. Should there be a service disruption on any route, Town shall have forty-five (45) minutes to restore normal service levels. If Town fails to restore normal services levels as required, County will reduce the next applicable invoice to reflect the missed service.
- 2.13.5 Town shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all Vehicle operators are properly licensed for the service which they are providing. Town shall ensure that all Vehicle operators meet all requirements for performing Community Shuttle Service under federal, state, and local law, which shall include, but not be limited to, the requirements of Chapter 14-90.

2.13.6 Vehicle operators must successfully complete the County's required Operator Training program prior to operating any Vehicle(s) to provide the Community Shuttle Service set forth herein. County will schedule and provide the training at no cost to Town. Town must provide County with a minimum of fourteen (14) calendar days advance written notice when Town needs to have additional Vehicle operators trained through County's Operators Training program. Employees who complete the training will receive a Certification of Completion.

- a. If approved in writing by County, Town or Subcontractor may be eligible to provide its own operator training. Upon an operator's successful completion of the approved operator training, Town shall provide a certificate of completion to County and a copy of which shall be kept in employee files by Town and Town's Subcontractor, as applicable.

2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional training for the employees operating Vehicles. The Contract Administrator will provide at least fourteen (14) calendar days' notice of the required training. County will reimburse Town for compensation paid to bus operators for participating in the required training.

2.13.8 Town shall:

- a. Provide base of operation for Vehicle(s), operators, and Community Shuttle Service.
- b. Comply with all Community Shuttle Service operations, and equipment and maintenance requirements established by BCT.
- c. Comply with performance and safety standards required by Florida law and Chapter 14-90.
- d. Hire, train, and supervise Vehicle operators. County shall schedule and conduct the Vehicle operators' mandatory training unless Town has an approved training program.
- e. Ensure that personnel working in the Community Shuttle program have the management, operations, and maintenance expertise required to carry out every obligation necessary to perform the Community Shuttle Service.
- f. Supervise Community Shuttle Service operations.
- g. Provide a means of direct communication between supervisors and Vehicle operators.
- h. Comply with and make appropriate personnel available for County's monitoring and audits.

- i. Attend and participate in quarterly Community Shuttle Service partner meetings with County staff. If Town utilizes a Subcontractor to provide Community Shuttle Service, a representative from Town and a representative from Subcontractor shall attend the meetings.
- j. Implement the operating methods, procedures, protocols, and policies that County directs as integral to the efficient and effective operation of County's public transportation system.
- k. Respond to the Contract Administrator's requests for information in a timely manner.
- l. Submit annual data to the National Transit Database (NTD) as required Section 2.18 herein titled "Reporting and Recordkeeping Requirements."
- m. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and incidents.
- n. Provide Town's written procedure for reporting accidents and incidents to the Contract Administrator for approval prior to the start of Community Shuttle Service.

2.14 SUSPENSION OF OPERATIONS. When performance is made impossible, Town may request verbal or written approval from County to suspend operations. After prior approval from County, Town may suspend all or a portion of Community Shuttle Service as to which such approval has been obtained. If County gives verbal approval based upon the circumstances, the verbal approval shall be memorialized by County in writing within five (5) business days after the verbal approval.

2.15 VEHICLE OPERATORS. Town shall obtain driving records from the Florida Department of Highway Safety and Motor Vehicles and shall obtain criminal background checks from the Florida Department of Law Enforcement for all Vehicle operators. Such records may also be obtained from other sources approved by the Contract Administrator. Town shall require its Vehicle operators performing the services hereunder to notify Town within twenty-four (24) hours after any conviction for any traffic violation (except parking). Town shall not employ a Vehicle operator to perform Community Shuttle Service that does not meet the requirements of Florida law.

- 2.15.1 All employees operating a Vehicle must have a valid Commercial Driver's License, Class A or Class B with a passenger endorsement, for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement). A Class C Commercial Driver's license will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain airbrakes.
- 2.15.2 Town shall not employ or retain any Vehicle operators or supervisors whose driving record, as compiled by the Florida Department of Highway Safety and Motor Vehicles, contains a conviction or plea of nolo

contendere regardless of whether adjudication was withheld, for any of the following:

- a. More than one (1) moving violation in the last three (3) years*.
- b. An at-fault accident in the last three (3) years*.
- c. Failure to Appear or a Failure to Pay in the last three (3) years*.
- d. Reckless Driving in the last seven (7) years*.
- e. Driving Under the Influence (DUI) within the last seven (7) years*. Two convictions (lifetime) for DUI is automatic disqualification.
- f. Suspension within the last three (3) years*. One suspension for PIP permitted.
- g. Manslaughter resulting from the operation of a motor vehicle.
- h. Hit and Run or Hit and Run with Property Damage.
- i. Reckless Driving causing injury.
- j. DUI causing injury.
- k. Any combination of driving violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

2.15.3 Town shall provide current copies of the following records of all employees that operate the Vehicle(s) to County's Safety Manager or the Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

- a. Driving Record;
- b. Background Verification Record;
- c. Criminal Background information; and
- d. INS Employment Eligibility Form I-9

2.15.4 Town shall maintain, at all times, an up-to-date personnel file for each Vehicle operator, which shall include the verifications required in Section 2.15.3 above and the employee's vehicle operator's license number and expiration date. In addition, Town shall maintain, at all times,

a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. Town shall provide the Contract Administrator with each employee's name and driver's license number when the operator is hired and prior to the operator participating in any required Vehicle operator training.

2.15.5 Town shall ensure that all Vehicle operators and supervisors performing Community Shuttle Services comply with the following:

- a. Immediately prohibit any employee, who fails to meet the requirements necessary to operate a Vehicle under this Agreement, from operating any Vehicle(s) to provide the Community Shuttle Service.
- b. Only allow Vehicle(s) to be operated by properly licensed operators.
- c. Provide full utilization (ADA accessible) Vehicle(s) to disabled passengers.
- d. Carry a valid Florida Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida on their person while operating a Vehicle.
- e. Immediately report any and all convictions of in-state or out-of-state moving violations and/or any loss of driving privileges due to suspension or revocation of the employee's driver's license.
- f. Prohibit the use of any personal wireless communications devices while occupying the operator's seat of the Vehicle or while in the operating area of the Vehicle.
- g. Prohibit reckless and unsafe driving, illegal parking, illegal stopping, or the commission of any other traffic violation while operating any Vehicle.
- h. Provide County bus route timetables (schedules), maps, or other available BCT transit system information to any passenger requesting such material.

2.16 NONDISCRIMINATION ON THE BASIS OF DISABILITY. Town shall comply with all applicable laws and regulations relating to nondiscrimination on the basis of disability, including, but not limited to the following:

- a. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. Section 794, prohibits discrimination on the basis of disability by recipients of federal financial assistance.
 - b. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
 - c. The United States Department of Transportation (DOT), Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.
- 2.17 DRUG AND ALCOHOL PROGRAM. Town agrees to participate in County's drug and alcohol testing program, or establish and implement, subject to County review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, Town agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Shuttle Service, and shall permit any authorized representative of the DOT or its operating administrations, the State Oversight Agency, or County, to inspect Town's facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.
- 2.17.1 Town agrees to comply with the provisions established in the Drug Free Workplace Act of 1988 and the Omnibus Transportation Act of 1991.
 - 2.17.2 Town agrees to certify compliance with current Federal Transit Administration (FTA) regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, prior to the commencement of services under this Agreement and annually thereafter. A model format for certifying compliance is attached as Exhibit B.
 - 2.17.3 Town agrees to prepare, maintain, and submit annual Drug & Alcohol Management Information System (DAMIS) reports summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to the BCT Drug and Alcohol Program Manager by a date determined by the

Contract Administrator, but no later than February 15th of each year. Additionally, Town shall provide quarterly reports to the BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit the BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

- 2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. Town shall maintain complete and accurate records of all Community Shuttle Services provided pursuant to this Agreement. Town shall supply reports in compliance with the schedule and requirements set forth in Exhibit C and in any other format requested by County.

2.18.1 Town is responsible for reporting data on a yearly basis through the NTD by January 31 of each year for the previous fiscal year data. Information should be compiled and reported at Town's expense with guidance from Town's NTD analyst and County as needed.

- 2.19 ANNOUNCEMENTS. If the Vehicle is not equipped with an automatic vehicle annunciation system that automatically announces major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, or the system is not working properly, the Vehicle operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. If the PA system is not available or is inoperable, the Vehicle operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

- a. Transfer points with other fixed routes;
- b. Major intersections and destination points;
- c. Intervals/points of interest along a route to orient an individual with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
- d. Any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

- 2.20 CHARTER AND SCHOOL BUS REGULATIONS.

2.20.1 Town shall comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, relating to charter service.

2.20.2 Town shall comply with the provisions of 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, relating to school bus operations.

- 2.21 TEXT TELEPHONE ("TTY"). Town shall at all times, while providing the Community Shuttle Service set forth herein, have and maintain a proper working TTY number.

2.22 STANDARDS. Town shall comply with the following:

- a. Town, as a contracted public transit provider, shall comply with all applicable requirements of Chapter 14-90 of the Florida Administrative Code ("Chapter 14-90").
- b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that comply with the requirements set forth in Chapter 14-90. The SSPP and the SPP shall be provided to County prior to providing Community Shuttle Service.
- c. Permit inspections, and safety and security review by County and the state of Florida.
- d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than biannually on all Vehicles operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.
- e. All accidents shall be reported immediately to law enforcement.
- f. Report to CTO all accidents or incidents, including passenger-related occurrences, and any non-routine events within twenty-four (24) hours via phone call and follow up with written notification via e-mail correspondence within seventy-two (72) hours to include a police report, if available, and/or Town accident or incident report. If any accident or incident requires a passenger to be transported from the scene, immediately call the CTO.
- g. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and driver's and passenger's side mirrors and rearview mirrors are in good working order.
- h. Advertising, if allowed by County on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. Signs that encourage, advertise for, or otherwise solicit driver tips are strictly prohibited.
- i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).
- j. The interior of the Vehicle(s) shall be clean, sanitary, and free from torn or damaged upholstery or floor coverings, or damaged or broken seats.

- k. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
- l. Vehicle(s) shall be structurally sound and operate with minimum noise, vibration, and visible exhaust fumes.
- m. The body, fenders, door trim, and grill of the Vehicle(s) shall be free from cracks, breaks, and dents, and the Vehicle shall be painted.
- n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

COUNTY'S OBLIGATIONS

2.23 DRIVER TRAINING. County shall provide operators hired by Town or its Subcontractors who have a valid Florida commercial driver license with training in passenger relations, rules of the road, and transit system information. All Florida commercial driver licensed operators shall be required to attend and successfully complete County's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida commercial driver licensed operators employed at any time during the term of this Agreement.

2.23.1 Town shall have the option of submitting its own training program to County's Director of Operations for vetting and approval. Upon approval, Town shall be authorized to provide the necessary training for operators. The Contract Administrator shall be provided certificates for successful completion of training upon availability.

2.23.2 Vehicle operators shall be retrained every two (2) years during the term of this Agreement (refresher training) and County will reimburse Town for compensations paid to bus operators for attending required training.

2.24 SERVICE PLANNING AND SCHEDULING ASSISTANCE. County shall provide service planning and scheduling assistance. All requests by Town for assistance with the planning and scheduling of Community Shuttle Service routes must be submitted in writing by Town and implementation shall coincide with the schedule established by County. A memorandum will be provided by County at the beginning of each fiscal year outlining the deadlines and effective dates for service changes. The memorandum may be updated on a quarterly basis as necessary and provided to Town and its Subcontractor.

2.25 TIMETABLES. County shall print and provide bus route timetables to Town that inform Town residents and passengers of the Community Shuttle Service.

ARTICLE 3. VEHICLES

3.1 LEASE. County will lease to Town Liquid Petroleum Gas (LPG) or Propane fueled wheelchair accessible, passenger Vehicle(s), as described in Exhibit D, to be used in

Community Shuttle Service as set forth in Exhibit A. Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The Vehicle(s) shall be leased to Town for Ten Dollars (\$10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by Town, Town at its own cost shall have the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by Town.

3.2 REIMBURSEMENT. Should Town choose to purchase a non-LPG/Propane bus or Vehicle to provide Community Shuttle Service, County will reimburse Town on a per- Vehicle basis up to County's current purchase price of a Propane bus minus the propane conversion or similar type Vehicle (from the state contract).

3.3 USE. Vehicle(s) shall be provided by County to Town at least forty-eight (48) hours prior to the commencement of Community Shuttle Service and shall be used exclusively to perform the Community Shuttle Services and Emergency Transportation Services set forth in this Agreement and for no other purpose. Subject to the provisions of this Agreement, Town shall have the exclusive right to possession and control of Vehicle(s) and shall be fully responsible for the use thereof. Vehicle(s) shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement. Town shall use Vehicle(s) in a careful and proper manner and shall comply with all federal, state, local, or other laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicle(s). Town shall use only the Vehicle(s) identified in Exhibit D to provide Community Shuttle Service.

3.4 REPLACEMENT. County reserves the right, in its sole discretion to replace any Vehicle(s) with the same or like equipment when determined to be in the best interest of County. Town's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement. Should Town choose to use a replacement Vehicle, a request must be made in advance to the Contract Administrator and approval will be in the form of a written amendment executed by the parties.

3.5 BIKE RACKS. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.

3.6 SPARE VEHICLE(S). County will provide to Town a ten percent (10%) spare ratio of Vehicles. County may also provide a twenty percent (20%) spare ratio of Vehicles based on the age of the Vehicle. Town's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.7 INSPECTIONS. County shall have the right to inspect, or cause to be inspected, the Vehicle(s). County may inspect the Vehicle(s) at any time, provided that such inspections shall not be scheduled in a manner that would have a detrimental impact on Town's ability to perform Community Shuttle Service. Chapter 14-90 inspections are to be conducted twice per year at a minimum: once at the beginning of the calendar year and again halfway through the calendar year. Should extraordinary wear and tear and/or damage be identified by such inspections, County shall provide written notification to the

Town regarding the repairs required to be performed on the Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by County to be unacceptable to provide service will be removed from service by Town and all deficiencies corrected immediately. Failure by County to inspect or supply such written notification shall not imply County's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At County's request, Town shall take the Vehicle(s) to a location designated by the Contract Administrator for inspection.

3.8 PRE-TRIP AND POST-TRIP INSPECTIONS. Town shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit E. Town shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Shuttle Service. Town shall maintain onsite a written record of inspections of all Vehicles, which record shall be available to the Contract Administrator or his/her designee upon request.

3.9 INSPECTION AND MAINTENANCE RECORDS. Town shall maintain a record of periodic inspections of all Vehicles, which records shall be available to the Contract Administrator for a minimum of four (4) years. Town shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle throughout the term of this Agreement. Town shall maintain onsite a written record of inspections and maintenance of all Vehicles; which records shall be available to the Contract Administrator or his/her designee. Inspection and repair records should include invoices that show labor and parts costs and a proper description of work done.

3.9.1 Town shall upload within the time periods established in Exhibit C all maintenance and related documentation performed on each revenue service Vehicle in AssetWorks, or any subsequent maintenance tracking program as may be established therein. Should no maintenance be performed on any given revenue service Vehicle within the established time period, mileage for each Vehicle should be updated at the time of upload. Maintenance is including, but not limited to:

- a. Preventative maintenance;
- b. Repair work orders; and
- c. Annual/biannual inspections.

3.10 MAINTENANCE AND REPAIR. Town shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. Town shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.

- 3.10.1 Any Vehicle that becomes inoperable must be repaired and back in Community Shuttle Service within ten (10) business days of becoming inoperable. If a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or due to the nature of the repair, Town shall notify the Contract Administrator in writing and include the reason for the delay. Town must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Shuttle Service for more than ten (10) business days.
- 3.10.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). Town shall maintain the Vehicle(s) in compliance with BCT's and the manufacturer's standards for preventive maintenance. Town shall develop a preventive maintenance schedule, which shall be approved by County prior to initiating Community Shuttle Service.
- 3.10.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by Town. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. Town shall receive written approval from the Contract Administrator before beginning any major maintenance and/or repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor exceeds Two Thousand Five Hundred Dollars (\$2,500.00).
- 3.10.4 Town shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.
- 3.10.5 Town shall maintain any Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Shuttle Service in a manner so that any Vehicle(s) will accrue relatively equal mileage at any one time.

3.11 SIGNAGE AND ADVERTISING. All Vehicles shall display their assigned bus number in a minimum of four (4) inch numbers in the following locations:

- a. Above or beside the passenger entrance door(s);
 - b. On the exterior rear of the Vehicle;
 - c. On the exterior front of the Vehicle; and
 - d. On the interior of the Vehicle above the front windshield.
- 3.11.1 Vehicle(s) route identification information must contrast in color with the background color to which they are affixed.

- 3.11.2 Vehicle(s) shall display, at all times, destination signage specific to the Route and the direction being operated, if direction is applicable. The signage shall fit the opening as provided on the Vehicle(s). An ADA compliant route identification sign shall be displayed on the curb side of Vehicle(s) at all times.
 - 3.11.3 Town shall maintain all interior signs placed by County.
 - 3.11.4 Town shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of the Contract Administrator. If advertisements are allowed, all advertising shall conform to the BCT Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time.
 - 3.11.5 Town shall ensure that Vehicles conspicuously display all branding, logos, taglines, or other messaging directed by County.
- 3.12 DAILY CLEANING. Town shall ensure that each Vehicle is clean prior to beginning Community Shuttle Service each day as follows:
- a. Exterior washed;
 - b. Interior windows cleaned;
 - c. Non-carpeted floors are mopped with clean water and appropriate cleaning solution;
 - d. Non-upholstered seats are wiped down with clean water and appropriate cleaning solution;
 - e. Upholstered seats are vacuumed;
 - f. Pest control;
 - g. All handrails are wiped down with clean water and appropriate cleaning solution; and
 - h. Dispose of all refuse, newspapers, and other recyclable material remaining on board the Vehicle. Items remaining on the Vehicle that belong to customers shall be maintained and made available consistent with Town's Lost and Found Policy which policy shall comply with Florida law. Town's Lost and Found Policy must be approved by the Contract Administrator;
- 3.13 TITLE. Title to County-owned Vehicle(s) shall remain in County at all times, and Town shall have no right, title to, or interest in the Vehicle(s) except the possessory rights expressly set forth in this Agreement. Any act of Town purporting to create any claim, lien, or encumbrance shall be void. Town shall keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at its expense, protect and defend County's title to the Vehicle(s) and shall protect and defend County's right of possession against all others. Town shall return the Vehicle(s) to County free of any liens, claims, or encumbrances resulting from Town's use of the Vehicle(s). Town shall notify persons

furnishing repairs, supplies, towage, and other necessities to Vehicle(s) that Town has no authority or right to incur, create, or permit to be imposed on Vehicle(s) any lien of any kind.

3.14 REGISTRATION. The registration of County-owned Vehicle(s) will be processed by County and the costs of such registrations will be paid by County.

3.15 INSTALLATION OF EQUIPMENT. County reserves the right to install equipment (hardware or software) determined necessary by County, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", automatic passenger counters ("APC Equipment"), and wireless fidelity (Wi-Fi Equipment) in Vehicle(s). This may be done at a County or Town facility. Town agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from County. If County installs any equipment in the Vehicle(s), Exhibit D shall be updated in an amendment that includes the equipment installed in the Vehicle(s).

- 3.15.1 Cost: The cost of AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment, and installation of and training on the equipment shall be at County's expense. County shall be responsible for securing and paying for any recurring wireless (cellular), data, and voice service deemed necessary by County.
- 3.15.2 Delivery and Installation: County shall provide Town with no less than ten (10) calendar days' prior written notice of the date the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment will be installed in Vehicle(s) and Town shall make the Vehicle(s) available on the date established by County. County will install, or cause to be installed, the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment at a site to be determined by County. At the time of installation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment into Vehicle(s), County shall prepare an itemized listing setting forth the components, and the serial numbers where applicable, of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment installed in each Vehicle and equipment installed at any Town facility. Town shall acknowledge receipt of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment in writing. Town agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.
- 3.15.3 Operations, Maintenance, and Repair: County shall provide Town with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment if the inquiries or trouble reports are submitted, in writing, by Town to the designated representative of County. Upon receiving such

inquiries or trouble reports, County shall either offer advice or propose possible solutions based on its preliminary appraisal of Town's description of the problem or arrange for assistance from a maintenance service representative.

3.15.4 County shall pay for routine maintenance, provided, however, that Town shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by County if maintenance is required by reason of:

- a. Use of the AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment or any component thereof in other than the manner for which it was installed;
- b. Damage to the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment by Town, its employees, agents, or third parties;
- c. Modification of the installed AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment by Town which was not authorized by County; or
- d. Maintenance performed by Town without County's authorization.

3.15.5 Risk of Loss: After installation in the Vehicle(s), Town shall bear the entire risk of loss or damage to and shall be required to replace the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment with County-approved AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment.

3.15.6 Restrictions: The following restrictions shall apply to Town's use of the AVL/MDC Equipment:

- a. Town shall keep the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment free and clear of all claims, liens, and encumbrances. Any act of Town purporting to create such a claim, lien, or encumbrance shall be void;
- b. Town shall not use the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited;
- c. Town shall not permit any physical alteration of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;
- d. Town shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;

- e. Town shall not remove the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment from the Vehicle in which it was originally installed without the prior written consent of County, except in the event of an emergency;

3.15.7 Reservation of Title: County shall retain title to and ownership of the equipment at all times. This Agreement does not provide Town with title to or ownership of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment but only a right of limited use for the duration of the Agreement;

3.15.8 Training: County shall provide Town's employees with initial training in the operation of AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment at no cost to Town. County may provide additional training, as deemed necessary by County, to Town's personnel at no cost to Town; and

3.15.9 Town shall ensure that its personnel utilizing the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment have been properly trained in the operation of such equipment.

3.16 DAMAGE TO AND RISK OF LOSS OF VEHICLE(S). Town shall bear the entire risk of loss or damage to all Vehicles. Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Shuttle Service shall be the sole responsibility of Town, and any and all damage shall be repaired at the sole cost and expense of Town. Town shall provide the Community Shuttle Service or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

ARTICLE 4. COMPLAINTS

4.1 County shall provide Town with signs that include County's Customer Service Center contact information and inform customers that they can contact the center regarding questions, comments, or to request schedule information. Town shall display the signs conspicuously on each Vehicle. Town shall respond to complaints (excluding Title VI complaints, which will be handled by County as outlined in Article 10 of this Agreement) brought by persons or by County on its own initiative or otherwise. In the event that complaints regarding Town's Community Shuttle Service are received by County's Customer Service Center, the Contract Administrator shall forward the complaint to Town upon receipt.

4.1.1 Upon receipt of any complaint, from whatever source, Town shall conduct the necessary investigation and respond in writing to each complainant. Town shall forward the results of such investigation and the complaint resolution to the Contract Administrator within five (5) business days after completion of the investigation or resolution of the complaint, as applicable.

4.2 County shall provide Town with County's formally adopted Title VI Notice and Complaint procedures. Town shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. Town shall display the Title VI Notice conspicuously on each Vehicle. If Town receives any Title VI complaints, Town shall forward the complaints to the Broward County Transit Division Compliance Manager.

4.3 Town shall submit a monthly report to the Contract Administrator summarizing all complaints received during the previous month.

4.4 At the request of County, Town shall meet with the Contract Administrator to review any complaints or concerns relating to the Community Shuttle Service and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by Town as directed by the Contract Administrator.

ARTICLE 5. TERM AND TIME OF PERFORMANCE

5.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on September 30, 2022. The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.2 Community Shuttle Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 6. FUNDING

6.1 The County agrees to pay Town's costs for operations and maintenance ("O&M") of Community Shuttle Service that is actually performed by Town at the established O&M rate of forty-four dollars (\$44.00) for Total Vehicle Hours. Funding shall be used by Town solely for the purpose of providing Community Shuttle Service and for maintaining, operating, and properly equipping the Vehicle(s) (funding may be used for no other purpose).

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 Town shall submit invoices for Funding, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted via an official invoice from Town as set forth in Exhibit G and pursuant to instructions prescribed by the Contract Administrator.

6.2.2 County reserves the right to withhold any/all payments resulting from a breach or non-compliance with this Agreement. Payments will be made

once the breach has been cured or compliance verified. County will make payments in an amount determined by the County based on the nature of the breach or non-compliance.

- 6.2.3 Town shall submit its Total Vehicle Hours (Revenue Service Hours and deadhead; travel time from the yard to start of the route and from the end of the route to the yard) via invoice for payment as set forth in Exhibit G.
 - 6.2.4 County shall pay Town, in advance, the projected O&M rate for Total Vehicle Hours due through the first quarter of County's fiscal year. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. The maximum O&M rate, however, does not constitute a limitation, of any sort, upon Town's obligation to perform all items of work required by, or which can be reasonably inferred from, the provisions of this Agreement. Town shall provide sufficient detail regarding the factors included in its reported hourly rate and County reserves the right to audit this rate.
 - 6.2.5 Advance quarterly payments for Funding shall be adjusted by County based on the Total Vehicle Hours calculations projected as compared to the actual Total Vehicle Hours performed in any previous quarter.
 - 6.2.6 At the conclusion of each fiscal year, the projected budget as presented by the Contract Administrator will be reviewed for the new fiscal year to adjust for the number of days in each month and confirmation of anticipated holidays to be observed by Town when service will not be provided.
 - 6.2.7 Following the termination of this Agreement for any reason, Town shall return to County any Funding paid in advance to Town for any Total Vehicle Hours that were not actually performed by Town. County shall conduct a reconciliation of the actual Total Vehicle Hours performed by Town prior to termination compared to the amount of Total Vehicle Hours for which advanced Funding was paid. Town shall return all Funding that was received in excess of the actual Total Vehicle Hours performed no later than thirty (30) days after receipt of a written notice from County demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
- 6.3 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.
- 6.4 Payment shall be made to Town at:

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

ARTICLE 7. INSURANCE

7.1 Town is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

7.2 Upon request by County, Town must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Town holds any excess liability coverage, Town must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

7.3 If Town maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to Town's self-insurance.

7.4 In the event Town contracts with a Subcontractor to provide any of the Services set forth herein, Town shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the Services provided by that Subcontractor. Town must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Town shall not permit any Subcontractor to provide Services until the insurance requirements of the Subcontractor under this section are met. If requested by County, Town shall furnish evidence of insurance of all such Subcontractors.

7.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 8. TERMINATION

8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) business days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall be not less than one hundred eighty (180) days after the date of such written notice. 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 County erroneously, improperly, or

unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective one hundred eighty (180) days after such notice of termination for cause is provided.

8.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

8.2.1 Town's failure to suitably perform the Community Shuttle Service, failure to continuously perform the Community Shuttle Service in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

8.2.2 Town's failure to maintain a minimum average of 7.1 Passengers Per Revenue Service Hour per Route during any rolling twelve (12) month period; or

8.2.3 If Town's Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Town's Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Town's Subcontractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

8.3 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.

8.4 If this Agreement is terminated for convenience by County, Town shall be paid for any Community Shuttle Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Town acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Town, for County's right to terminate this Agreement for convenience.

8.5 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 9. EEO COMPLIANCE

9.1 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.

9.2 This Agreement is assisted by United States Department of Transportation ("DOT") funds. Town and its Subcontractors shall comply with the non-discrimination requirements in 49 C.F.R. Part 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

9.3 Town shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. Town shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Town shall take affirmative steps to prevent discrimination in employment against disabled persons.

9.4 By execution of this Agreement, Town represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from Town all monies paid by County pursuant to this Agreement and may result in debarment from County's competitive procurement activities.

ARTICLE 10. TITLE VI

10.1 By execution of this Agreement, Town, as a subrecipient of FTA funding, shall ensure that Community Shuttle Service and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d et seq. ("Title VI") and 49 C.F.R. part 21. Town shall provide information to the public regarding the Title VI Complaint Procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. Town shall permit County to monitor Town for Title VI compliance in accordance with the Title VI Program and shall take all actions that may be required to maintain compliance with Title VI. An updated and Board-approved Title VI Program must be submitted to County upon expiration.

10.2 Under Title VI of the Civil Rights Act of 1964, as amended, and as subrecipients of federal funding, Town, without regard to race, color, or national origin, shall operate and plan for transit services so that: transit services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision making processes are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary. This Title VI Program for Town, a subrecipient of County, was prepared in accordance with the requirements specified in the FTA, Circular 4702.1B, "Title VI

Requirements and Guidelines for Federal Transit Administration Recipients," dated October 1, 2012.

10.3 TITLE VI NOTICE AND COMPLAINT PROCEDURES. All subrecipients use County's adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger Vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as follows:

*NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT
Any person or group who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call (954) 357-8481 to file a Title VI discrimination complaint or write to the Broward County Transportation Department, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, Florida 33324.*

10.4 TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS. Town has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with County procedures.

10.5 PUBLIC PARTICIPATION AND LANGUAGE ASSISTANCE PLANS. Town shall, in the absence of its own plans, use County's Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

10.6 PLANNING OR ADVISORY BOARDS. Town does not currently have a transit specific non-elected planning or advisory board as described in FTA Circular 4702.1B, Chapter III, Sec. 10. If such entities are created, Town will provide County with the racial breakdown of the board and a description of how minority participation is encouraged, as required by FTA.

10.7 MONITORING SUBRECIPIENTS. Town is monitored by its primary recipient, County. The monitoring process outlined by County includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Shuttle Service meetings.

10.8 FACILITY EQUITY ANALYSIS. Town does not have plans to build any maintenance or operations facilities that require Title VI analysis under FTA Circular 4702.1B, Chapter III, Sec. 13. If plans are created, Town will collaborate with County to ensure that the appropriate analysis is conducted in compliance with FTA specifications.

10.9 SERVICE STANDARDS. Town, in agreement with County, will use service standards outlined in Town's Title VI Plan for Community Shuttle Service. Town will collaborate with County to monitor service standards as necessary under FTA Circular 4702.1B.

ARTICLE 11. MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK. Any and all reports, photographs, surveys, and documents created by Town in connection with performing Community Shuttle Service under this Agreement shall be owned by County and shall be deemed works for hire by Town and its agents; in the event the Community Shuttle Service is determined not to be a work for hire, Town hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Town, whether finished or unfinished, shall become the property of County and shall be delivered by Town to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Town may be withheld until all documents are received as provided in this Agreement. Town shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.2 PUBLIC RECORDS. To the extent Town is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Town shall:

- 11.2.1 Keep and maintain public records required by County to perform the services under this Agreement;
- 11.2.2 Upon request from County, provide County 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;
- 11.2.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- 11.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Town or keep and maintain public records required by County to perform the services. If Town transfers the records to County, Town shall destroy any duplicate public records that are exempt or confidential and exempt. If Town keeps and maintains the public records, Town shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records

requests. Town will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Town contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Town must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Town as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Town. Town shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF TOWN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TOWN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8385 OR (954) 357-9721, WDELTORO@BROWARD.ORG OR TRANSITRECORDS@BROWARD.ORG, 1 NORTH UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.

11.3 AUDIT RIGHTS, AND RETENTION OF RECORDS. County shall have the right to audit the books, records, and accounts of Town and its Subcontractors that are related to this Agreement. Town and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Town or its Subcontractors shall make same available in written form at no cost to Town.

11.3.1 Town and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Town hereby grants County the right to conduct such audit or review at Town's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

11.3.2 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Town in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Town in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Town.

11.3.3 Town shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.4 PUBLIC ENTITY CRIME ACT. Town represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Town 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 Town has been placed on the convicted vendor list.

11.5 INDEPENDENT CONTRACTOR. Town is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Community Shuttle Service under this Agreement, neither Town nor its agents shall act as officers, employees, or agents of County. Town shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6 SOVEREIGN IMMUNITY. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Town nor shall anything included herein be construed as consent by County or Town to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.7 THIRD-PARTY BENEFICIARIES. Neither Town nor County intends to directly or substantially 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 either of them based upon this Agreement.

11.8 NOTICES. In order 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 e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section

unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Chris Walton, Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324
cwalton@broward.org

FOR TOWN:

William Vance, Town Manager
Town of Lauderdale-By-The-Sea
4501 N Ocean Drive
Lauderdale-By-The-Sea, FL 33308
billv@lbts-fl.gov

11.9 ASSIGNMENT. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Town without the prior written consent of County. If Town violates this provision, County shall have the right to immediately terminate this Agreement.

11.10 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 of this Agreement. County'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 of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

11.11 COMPLIANCE WITH LAWS. Town and the Community Shuttle Service must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.12 SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.14 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 the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" 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 of the subsections of such section, 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.

11.15 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 of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.16 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. **BY ENTERING INTO THIS AGREEMENT, TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.17 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Town.

11.18 PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.19 PAYABLE INTEREST

11.19.1 Payment of Interest. County shall not be liable to pay any interest to Town for any reason, whether as prejudgment interest or for any other

purpose, and in furtherance thereof Town waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post judgment interest, if such application would be contrary to applicable law.

- 11.19.2 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 County 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).

11.20 INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The following exhibits are attached hereto and incorporated into and made a part of this Agreement:

Exhibit A	Service Schedules, Routes & Maps
Exhibit B	Drug Free Workplace Certification
Exhibit C	Schedule of Reports
Exhibit D	Vehicle & Equipment Inventory
Exhibit E	Pre-Trip & Post-Trip Inspection Form
Exhibit F	Funding
Exhibit G	Invoice

11.21 REPRESENTATION OF AUTHORITY. Town represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Town, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Town has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Town. Town further represents and warrants that execution of this Agreement is within Town's legal powers, and each individual executing this Agreement on behalf of Town is duly authorized by all necessary and appropriate action to do so on behalf of Town and does so with full legal authority.

11.22 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left 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 County Administrator, authorized to execute same by Board action on the 20th day of August, 2019, and TOWN OF

Lauderdale-by-the-Sea, signing by and through its Manager, duly authorized to execute same.

COUNTY

WITNESSES:

By Tamara Brannon

Print Name: TAMARA BRANNON

By Susan Seferian

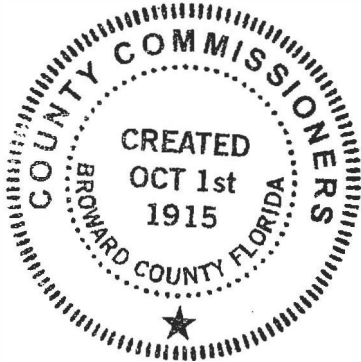
Print Name: SUSAN SEFERIAN

BROWARD COUNTY, by and through its County Administrator

By Bertha Henry
Bertha Henry, County Administrator

10th day of October, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641



By Angela J. Wallace 10-8-19
Angela J. Wallace (Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
Houderdale By The Sea FOR COMMUNITY SHUTTLE SERVICE

TOWN

ATTEST:

Yedra S. Hill
Town Clerk

(CORPORATE SEAL)

TOWN OF

By: Bue Lee
Town Manager

2 day of October, 2019.

APPROVED AS TO FORM:

By: Edward Kraszka
Town Attorney

Exhibit A
Service Schedules, Routes & Maps



0000 copies of this public document were provided at a gross cost of \$2000, or \$0.00 per copy, to inform the public about the Lauderdale - By - The - Sea Community Shuttle Service. SOS455
BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
An equal opportunity employer and provider of services.



Community Shuttle Service
Route and Timetable

Visit Broward County Transit
at
www.Broward.org/BCT



Pelican Hopper
TOWN OF
LAUDERDALE-BY-THE-SEA



Town of Lauderdale-By-The-Sea Community Shuttle Service

The Pelican Hopper offers free public transportation – you don't need a car! The Pelican Hopper is FREE, air-conditioned, wheelchair accessible and equipped with bike racks.

The Pelican Hopper operates daily service throughout the Town and to Holy Cross Hospital, Monday through Saturday only, on the following schedule:

Monday – Thursday: 9AM to 6PM
Friday: 9AM to 9PM
Saturday: 9AM to 9PM
Sunday: 9AM to 5PM

Public Holidays

There is no Community Shuttle Service on the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day • Memorial Day
- Labor Day • Veterans Day
- Thanksgiving Day and the day following
- Christmas Day

4th of July may have limited service

This free Community Shuttle Service is offered in partnership with Broward County Transit (BCT).

The Pelican Hopper connects to other public transportation, so when you want to explore the area, we have connections to get you where you want to go. Let someone else do the driving!

The Pelican Hopper riders connecting with BCT routes are expected to pay the appropriate fares. For BCT fares and schedules, go to Broward.org/BCT or call 954-357-8400.

For more information, go to www.lbtsevents.com or call 954-640-4200.



Track the Hopper with our realtime app tracker and for information go to...
www.lbtsevents.com/the-freepelican-hopper

any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call 954-357-8481 to file a Title VI discrimination complaint or write to Broward County Transit Division, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.

PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT
OF 1964 AS AMENDED

This publication can be made available in alternative formats upon request by contacting 954-357-8400 or TTY 954-357-8302.

954-357-8302

Hearing/speech impaired/TTY

954-357-8400

BCT Rider Info

For more information about BCT routes, fares or connections, call:

www.lbtsevents.com
www.lbtsevents.com

Visit the Town of
Lauderdale-By-The-Sea web site at:

Florida Relay: 7-1-1

Hearing/speech impaired/TTY:

954-640-4200
Monday - Friday • 8:30AM - 4:30PM

For additional information about the Town of Lauderdale-By-The-Sea Community Shuttle Service routes and connections, call:

Information



Shuttle Stops and Hours

The Pelican Hopper stops only at scheduled stops listed.

The Pelican Hopper may arrive a few minutes earlier or later than the schedule depending on traffic, weather or mechanical issues.

Please give yourself enough time when using the shuttle.

Connections

Other transportation services you can connect with are:

BCT Routes 10, *11, 36, 55 and 72

* Travels along A1A/the beach to Las Olas Boulevard to fine dining, shopping and museums.

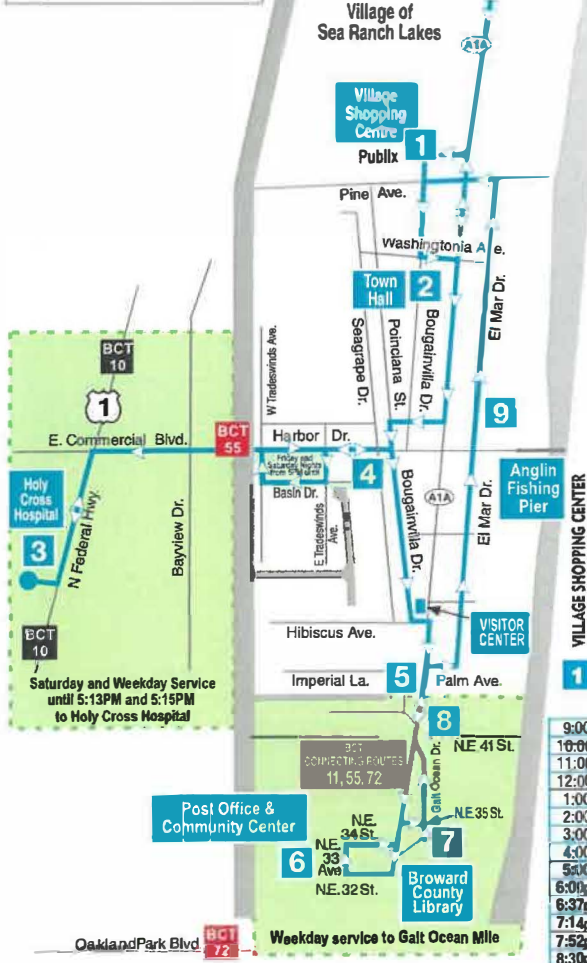
Community Shuttle Routes:

Pompano Beach Green Route



BCT 11 From A1A to Las Olas Blvd. – restaurants, shops and museums.

Friday & Saturday Nights Music Detours:
Nov - May From 3PM to 9PM



- VILLAGE SHOPPING CENTER **1**
- LAUDERDALE-BY-THE-SEA TOWN HALL **2**
- HOLY CROSS HOSPITAL & US 1 **3**
- COMMERCIAL BLVD & SEAGRAPE DR **4**
- PALM AVE & A1A **5**
- ANGLIN FISHING PIER **9**
- VILLAGE SHOPPING CENTER **1**
- LAKESIDE SHOPPES & SE 12 ST. **10**
- VILLAGE SHOPPING CENTER **1**

Saturday (9AM - 9PM)

9:00a	9:03a	9:15a	9:25a	9:31a	9:36a	9:42a	9:49a	9:55a
9:58a	10:01a	10:13a	10:23a	10:29a	10:34a	10:40a	10:47a	10:53a
10:58a	11:01a	11:13a	11:23a	11:29a	11:34a	11:40a	11:47a	11:53a
11:58a	12:01p	12:13p	12:23p	12:29p	12:35p	12:41p	12:48p	12:55p
12:58p	1:01p	1:13p	1:23p	1:29p	1:34p	1:40p	1:47p	1:53p
1:58p	2:01p	2:13p	2:23p	2:29p	2:35p	2:41p	2:48p	2:55p
2:58p	3:01p	3:13p	3:23p	3:29p	3:35p	3:41p	3:48p	3:55p
3:58p	4:01p	4:13p	4:23p	4:29p	4:35p	4:41p	4:48p	4:55p
4:58p	5:01p	5:13p	5:23p	5:29p	5:35p	5:41p	5:48p	5:55p
5:58p	6:01p	6:13p	6:23p	6:29p	6:35p	6:41p	6:48p	6:55p
6:58p	7:01p	7:13p	7:23p	7:29p	7:35p	7:41p	7:48p	7:55p
7:58p	8:01p	8:13p	8:23p	8:29p	8:35p	8:41p	8:48p	8:55p
8:58p	9:01p	9:13p	9:23p	9:29p	9:35p	9:41p	9:48p	9:55p

Bold Type Evening Services

- VILLAGE SHOPPING CENTER **1**
- LAUDERDALE-BY-THE-SEA TOWN HALL **2**
- COMMERCIAL BLVD & SEAGRAPE DR **4**
- PALM AVE & A1A **5**
- ANGLIN FISHING PIER **9**
- VILLAGE SHOPPING CENTER **1**
- LAKESIDE SHOPPES & SE 12 ST. **10**
- VILLAGE SHOPPING CENTER **1**

Sunday (9AM - 5PM)

9:00a	9:03a	9:06a	9:12a	9:16a	9:23a	9:31a	9:37a
9:40a	9:43a	9:46a	9:52a	9:56a	10:03a	10:11a	10:17a
10:20a	10:23a	10:26a	10:32a	10:36a	10:43a	10:51a	10:57a
11:00a	11:03a	11:06a	11:12a	11:16a	11:23a	11:31a	11:37a
11:40a	11:43a	11:46a	11:52a	11:56a	12:03p	12:11p	12:17p
12:20p	12:23p	12:26p	12:32p	12:36p	12:43p	12:51p	12:57p
1:00p	1:03p	1:06p	1:12p	1:16p	1:23p	1:31p	1:37p
1:40p	1:43p	1:46p	1:52p	1:56p	2:03p	2:11p	2:17p
2:20p	2:23p	2:26p	2:32p	2:36p	2:43p	2:51p	2:57p
3:00p	3:03p	3:06p	3:12p	3:16p	3:23p	3:30p	3:37p
3:40p	3:43p	3:46p	3:52p	3:56p	4:03p	4:10p	4:17p
4:20p	4:23p	4:26p	4:32p	4:36p	4:43p	4:50p	5:00p

- VILLAGE SHOPPING CENTER **1**
- LAUDERDALE-BY-THE-SEA TOWN HALL **2**
- HOLY CROSS HOSPITAL & US 1 **3**
- COMMERCIAL BLVD & SEAGRAPE DR **4**
- PALM AVE & A1A **5**
- POST OFFICE & COMMUNITY CTR **6**
- BROWARD COUNTY LIBRARY / NE 34 ST. **7**
- A1A & NE 41 ST. **8**
- ANGLIN FISHING PIER **9**
- VILLAGE SHOPPING CENTER **1**
- LAKESIDE SHOPPES & SE 12 ST. **10**
- VILLAGE SHOPPING CENTER **1**

Monday - Thursday (9AM - 6PM) • Friday (9AM - 9PM only)

9:00a	9:03a	9:15a	9:26a	9:31a	9:35a	9:38a	9:41a	9:46a	9:49a	9:55a	10:00a
10:00a	10:03a	10:15a	10:26a	10:31a	10:35a	10:38a	10:41a	10:46a	10:49a	10:55a	11:00a
11:00a	11:03a	11:15a	11:26a	11:31a	11:35a	11:38a	11:41a	11:46a	11:49a	11:55a	12:00p
12:00p	12:03p	12:15p	12:26p	12:31p	12:35p	12:38p	12:41p	12:46p	12:49p	12:55p	1:00p
1:00p	1:03p	1:15p	1:26p	1:31p	1:35p	1:38p	1:41p	1:46p	1:49p	1:55p	2:00p
2:00p	2:03p	2:15p	2:26p	2:31p	2:35p	2:38p	2:41p	2:46p	2:49p	2:55p	3:00p
3:00p	3:03p	3:15p	3:26p	3:31p	3:35p	3:38p	3:41p	3:46p	3:49p	3:55p	4:00p
4:00p	4:03p	4:15p	4:26p	4:31p	4:35p	4:38p	4:41p	4:46p	4:49p	4:55p	5:00p
5:00p	5:03p	5:15p	5:26p	5:31p	5:35p	5:38p	5:41p	5:46p	5:49p	5:55p	6:00p
6:00p-F	6:03p-F	6:15p-F	6:26p-F	6:31p-F	6:35p-F	6:38p-F	6:41p-F	6:46p-F	6:49p-F	6:55p-F	7:00p-F
7:00p-F	7:03p-F	7:15p-F	7:26p-F	7:31p-F	7:35p-F	7:38p-F	7:41p-F	7:46p-F	7:49p-F	7:55p-F	8:00p-F
8:00p-F	8:03p-F	8:15p-F	8:26p-F	8:31p-F	8:35p-F	8:38p-F	8:41p-F	8:46p-F	8:49p-F	8:55p-F	9:00p-F

Bold Type Evening Services
F - Denotes Friday Service

Exhibit B
Drug Free Workplace Certification

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

Lombardines of South Florida, Inc.
(Print Vendor Name)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7th day of October, 2019.

by Mark Levitt
(Name of person who's signature is being notarized)

as Vice President of Lombardines of South Florida, Inc.
(Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced

D/L
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

Michael R. Clemente
(Signature)
Michael R. Clemente
(Print Name)

My commission expires: 02-03-2023



Exhibit C
Schedule of Reports

EXHIBIT "C"

<u>Report</u>	<u>Details</u>	<u>Frequency</u>	<u>Due</u>
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 property damage with details such as operator and supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Annual System Report (NTD)	Annual report of system statistics including ridership, vehicle and revenue service hours and miles, City demographics/census, expenses and revenue reported annually by January 31st for the previous fiscal year to the National Transit Database (NTD).	Annually	January 31st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day
*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day			

Notes:

CommunityShuttleReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator. The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator. Additional reports may be added as deemed necessary by the Contract Administrator. COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report. CITY is responsible for accurate data reporting and documentation.

Exhibit D
Vehicles & Equipment Inventory

EXHIBIT "D"

Town of Lauderdale-by-The-Sea

Vehicles for Fiscal Year 2020

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
M1915	2019	Champion F550 Defender G Force Propane Bus	16/2	330330	1FDAF5GY4KDA07097

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide the protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat. For children aged 4 through 5 years, a separate carrier, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 2 / 3

T# 1097993338

B# 1587091

FLORIDA VEHICLE REGISTRATION

PLATE	TH1043	DECAL	Expires	NO EXPIRATION	<i>01/19/20</i>		
YR/MK	2019/CHPN	BODY	BU			Reg. Tax	36.30
VIN	1FDAF6GY4KDA07097			TITLE	135415136	Init. Reg.	
Plate Type	NVR	NET WT	13000	GVW	19500	County Fee	3.00
DL/FEID	596000531-14					Mail Fee	
Date Issued	7/9/2019	Plate Issued	7/9/2019			Sales Tax	
						Voluntary Fees	
						Grand Total	39.30
						Class Code	97
						Tax Months	12
						Back Tax Mos	
						Credit Class	
						Credit Months	

BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES PLATE ISSUED X

FLORIDA

TH104E

COUNTY

Exhibit E
Pre-Trip & Post-Trip Inspection Form

Figure 1: FDOT-Approved Pre-Trip/Post-Trip Inspection Form

The form below can be used to perform pre-trip and post-trip inspections that meet FDOT's minimum requirements. Agencies may use their own customized forms as long as the form contains all of the inspection items listed in Table 1 or in the figure below. Copies of this form are available upon request.

Pre-trip/Post-trip Inspection Form			
Agency			
Unit ID #		<input style="width: 40px;" type="checkbox"/>	Pre-trip Inspection
Date		<input style="width: 40px;" type="checkbox"/>	Post-trip Inspection
Mileage			
Vehicle Component	OK	Defective	Comment
Headlights			
Tail/Brake lights			
Back up Lights			
Back up Alarm			
Turn Signals			
Clearance Lights			
Windshield Wipers			
Interior Lights			
Interior Gauges and Warning System			
Climate Control			
Mirrors			
Parking brakes			
Service brakes			
Steering			
Horn			
Fire extinguisher			
Emergency Exit Windows and Door			
Passenger Doors			
Overall cleanliness			
Fresh body damage			
Tires and Wheels			
Exhaust System			
If Equipped:			
Interlock System			
Wheelchair lift and ramp			
Belts and Securement Devices			
First Aid Kit			
Flares and Triangles			
Fire Suppression System			
Driver's Name	Manager's Name		
Technician's Name			

VB.25.17

Exhibit F
Funding

EXHIBIT "F"

Town of Lauderdale-By-The-Sea

Annual Operating Funding - FY 2020

Community Bus Service - Community Route (\$44.00/Hour)

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Mon - Thur	9:00a-6:00p	45 min	9.77	202	\$44.00	\$86,835.76
1	Friday	9:00a-9:00p	45 min	12.77	51	\$44.00	\$28,655.88
1	Saturday	9:00a-9:00p	30 min	12.77	52	\$44.00	\$29,217.76
1	Sunday	9:00a-5:00p	30 min	8.77	52	\$44.00	\$20,065.76

Total Annual Funding

\$164,775.16

Exhibit G
Invoice

BUS TRANSIT SYSTEM SAFETY AND SECURITY REVIEW
Of
LIMOUSINES OF SOUTH FLORIDA (LSF)
By
BROWARD COUNTY TRANSPORTATION
TRANSIT DIVISION
FINAL REPORT

Review Date(s): July 30, 2019

Report Date: January 10, 2020

Prepared by: Compliance – Safety, Security, Drug and Alcohol
Jennifer Melendez – Contracts/Grant Administrator

Approved by: Barney McCoy

Ross Meslin

Wanda Del Toro

Corwin Gibbs

Jacque-Ann Isaacs

Date of approval: January 10, 2020

Contractor/City

Name: Limousines of South Florida (LSF)

Address: 3300 SW 11th Avenue
Fort Lauderdale, FL 33315

I. INTRODUCTION

On July 30, 2019 Broward County Transit (BCT) conducted an on-site Bus Safety & Security Review of the Limousines of South Florida's transit system.

Address: 3300 SW 11th Avenue, Fort Lauderdale, FL 33315

The purpose of the Bus Safety & Security Review was to determine your agency's compliance with the provisions of **Rule Chapter 14-90, F.A.C.** The provisions include the development of and compliance with a System Safety Program Plan (SSPP) and Security Program Plan (SPP), performance of safety inspections of all operational buses, documentation of compliance with equipment and operational safety standards, and safety monitoring of covered contractors. Bus transit systems are prohibited from publicly disclosing, under any circumstance their SPP or other security sensitive documents.

The Broward County Transit representative(s) who conducted the review:

Name: John Leopoldo
Title: Fleet Maintenance Superintendent
Phone: 954-357-5473
Email: jleopoldo@broward.org

Name: Jennifer Melendez
Title: Contract/Grants Administrator
Phone: 954-357-8615
Email: jenmelendez@broward.org

The Broward County Transit representative(s) who conducted document review off-site:

Name: Sharlene Rasool
Title: Project/Program Coordinator – Safety Specialist
Phone: 954-357-8360
Email: srasool@broward.org

Name: Wanda Del Toro
Title: Transit Manager – Compliance
Phone: 954-357-9721
Email: wdeltoro@broward.org

The Bus Transit System representatives who were interviewed and/or assisted in the review:

Name: Mark Levitt
Title: Vice President
Phone: 954-463-0845
Email: mlevitt@losf.us

Name: Nelson Teran
Title: Safety and Compliance Manager
Phone: 954-463-0845
Email: nteran@transportationamerica.com

II. SYSTEM INFORMATION

General Information:

Total Number of drivers: 44

Full-Time: 44

Part-Time: 0

Volunteers: 0

Number of operational buses: 50

Buses W/C accessible: 50

Number of Type I buses: 50

Type II buses: 0

Dispatch Location(s): 3300 SW 11th Ave, Fort Lauderdale, FL 33315

Maintenance Locations: 3300 SW 11th Ave, Fort Lauderdale, FL 33315

Community Transportation Coordinator (CTC): Yes _____ No X

CTC Operator: Yes X No _____

CTC Name: Broward County Transit – Community Shuttle

Contracted passenger service operations:

Community Shuttle services are provided to residents and visitors of the following Cities/Towns via Limousines of South Florida (LSF). LSF operates and manages the services with guidance, operational funding, and capital assets from the Cities/Towns by way of Broward County Transit.

City of Coral Springs

Town of Lauderdale By The Sea

City of Dania Beach

City of Lauderdale Lakes

Town of Davie

City of Lauderhill

City of Hallandale Beach

City of Margate

Town of Hillsboro Beach

City of Pompano Beach

Contract operator(s) has own adopted SSPP and SPP approved by transit system or CTC:

Yes X No _____

Describe: LSF has created and implemented its own SSPP and SPP.

Contract operator(s) adopts and implements the Transit System's or CTC's SSPP:

Yes _____ No X

Describe: LSF has created and implemented its own SSPP and SPP.

III. SAFETY REVIEW CHECKLIST ITEMS

Equipment and Operational Standards

- (1) Develop and Adopt System Safety Program Plan (SSPP)
- (2) Develop and Adopt Security Program Plan (SPP)
- (3) Develop and Adopt Wireless Communications Plan
- (4) Qualification, Selection and Training of Drivers
- (5) Operational and Safety Procedures
- (6) Record Maintenance, Retention and Distribution
- (7) Drug Free Workplace & Substance Abuse Management
- (8) Establish Written Maintenance Plan/Bus Maintenance
- (9) Event Investigation
- (10) Medical Examinations & Certifications for Bus Drivers
- (11) Operational and Driving Requirements
- (12) Vehicle Procurement
- (13) Bus Safety Inspections
- (14) Certification

IV. EXPLANATION OF FINDINGS

Reviewer Guidance: SAFETY & SECURITY REVIEW TEMPLATE

The district office may combine a safety and security compliance review with other state required on-site compliance reviews, but only findings or comments resulting from compliance with **Rule Chapter 14-90, F.A.C.**, and/or the Bus Transit System's SSPP and SPP, should be included in the safety and security formal review written report submitted to the bus transit system.

Any finding resulting from the review will be categorized as follows:

Deficiency: Area(s) found to be deficient or inadequate in complying with the bus transit System's SSPP or SPP and/or the Department's ***Safety and Security Standards and Technical Guidelines***. Requirements to address deficiency will be indicated. The bus transit system is required to develop and submit a CAP and implementation schedule for approval for each deficiency arising from a compliance review. The district office will provide the CAP and implementation schedule for all deficiencies arising from a non-compliance review.

Areas of Concern: Weakness in the adoption or implementation of the Bus Transit System's SSPP or SPP and implementing procedures, and/or weaknesses with regard to conformance with the Department's ***Safety and Security Standards and Technical Guidelines***. Recommendations will be provided to address areas of concern. The bus transit system is required to develop and submit a CAP and implementation schedule for each area of concern, for approval by the district office.

Observation: An offered suggestion, view, or comment regarding safety and security performance. An observation may address or refer to information obtained during the review.

Corrective Action Plan: Action(s) required to correct deficiency, including individual(s) and departments responsible for completing each action, plan and actual date(s) of completion, and rationale for incomplete or postponed action, as necessary.

V. COMPLIANCE REVIEW FINDINGS

Described below are the findings derived from the inspection of each of the 13 areas identified in the review. Findings shall consist of information obtained during the review and identified as an “Area of Concern” or “Deficiency”, as applicable. A sampling of records may be performed for any individual area. Observations are not intended to reflect a condition of non-compliance.

(1) System Safety Program Plan (Section 14-90.004(1), FAC)

At a minimum, the SSPP appropriately addresses the following safety elements and requirements	Yes/No	Comments: Deficiency, Areas of Concern, Observation
Approved System Safety Program Plan (SSPP) State: Approval Date: Approved By:	Yes	
Organizational chart	Yes	
Safety policies and responsibilities	Yes	
Vehicle and equipment standards and procurement criteria	Yes	
Operational standards and procedure	Yes	
Bus driver selection policies and procedures	Yes	
Driver hours of service policy/procedures (driving hours and work period's policy)	Yes	
Background check policy/procedures (level)	Yes	
Bus driver and employee training policies, procedures, and manuals (include list of courses and syllabuses)	Yes	
Copy of initial and refresher course syllabuses	Yes	
Vehicle maintenance	Yes	
Copy of accident/event investigation policies and procedures	Yes	
Hazard identification and resolution	Yes	
Safety data acquisition and analysis	Yes	

At a minimum, the SSPP appropriately addresses the following safety elements and requirements	Yes/No	Comments: Deficiency, Areas of Concern, Observation
SSPP requirements for contractors	Yes	
Records retention	Yes	
Certification requirements	Yes	
Requirements for safety inspections of all operable transit buses at least annually	Yes	
Wireless communications plan (WCP) requirements	Yes	

(2) Develop and Adopt Security Program Plan (Rule14-90.004(2), FAC)

SPP addresses the following security elements and requirements at a minimum	Yes/No	Comments: Deficiency, Areas of Concern, Observations
Approved Security Program Plan (SPP) State: Approval Date: Approved By:	No	Area of Concern: Pending final review from Wanda Del Toro.
Security policies, goals, and objectives	No	Area of Concern: Pending final review from Wanda Del Toro.
Organization, roles, and responsibilities	No	Area of Concern: Pending final review from Wanda Del Toro.
Emergency management processes and procedures: mitigation, preparedness, response and recovery	No	Area of Concern: Pending final review from Wanda Del Toro.
Procedures for the investigation of events under Rule 14-90.004(5), F.A.C.	No	Area of Concern: Pending final review from Wanda Del Toro.
Procedures for the establishment of interfaces with emergency response organizations	No	Area of Concern: Pending final review from Wanda Del Toro.

SPP addresses the following security elements and requirements at a minimum	Yes/No	Comments: Deficiency, Areas of Concern, Observations
Procedures for interagency coordination with local law enforcement jurisdictions	No	Area of Concern: Pending final review from Wanda Del Toro.
Employee security and threat awareness training programs	No	Area of Concern: Pending final review from Wanda Del Toro.
Security data acquisition and analysis	No	Area of Concern: Pending final review from Wanda Del Toro.
Emergency preparedness drills and exercises	No	Area of Concern: Pending final review from Wanda Del Toro.
Certification requirements	No	Area of Concern: Pending final review from Wanda Del Toro.
SPP requirements for contractors	No	Area of Concern: Pending final review from Wanda Del Toro.
Procedures for oversight and monitoring of contractors compliance with security requirements	No	Area of Concern: Pending final review from Wanda Del Toro.
Security and threat awareness training	No	Area of Concern: Pending final review from Wanda Del Toro.
Procedures for SPP maintenance and distribution: includes disclosure prohibition per <i>Section 119.071(3)(a), F.S.</i>	No	Area of Concern: Pending final review from Wanda Del Toro.

(3) Wireless Communication Plan (WCP) (Section 14-90.004(1)(a)12, FAC)

At a minimum, the WCP appropriately addresses the following safety elements and requirements	Yes/No	Comments: Deficiency, Areas of Concern, Observations
Prohibits the use of a personal wireless communications device while the transit vehicle is in motion	Yes	

Plan requires that all personal wireless communications devices be turned off, with any earpieces removed from the operator's ear while occupying the driver's seat	Yes	
Contains a policy on the use of a wireless communications device issued to the operator by the transit system	Yes	
Has guidelines developed for the use of a wireless communications device in emergency situations (example: medical emergencies, family emergencies, and/or when regular issued equipment is inoperable during the emergency)	Yes	
Has a policy or procedure that, guarantees the use of a wireless communications device will not interfere the operator's safety related duties	Yes	
Has a wireless communications driver educational training program	Yes	
The driver educational program address's the proper use of a wireless communications device issued by the transit system	Yes	
The driver educational program addresses hazards (accidents/incidents) associated with the use of a wireless communications device	Yes	

(4) Qualification, Selection and Training of Drivers (Section 14-90.004(3), FAC)

The bus transit system has established the following criteria for the selection and qualification of all drivers	Yes/No	Comments: Deficiency, Areas of Concern, Observations
Standards for driver qualifications and criteria for background checks	Yes	
Driver and criminal background checks for all new drivers	Yes	
Verification and documentation of valid driver licenses for employees who drive buses	Yes	
The bus transit system has a driver training program that provides explicit instructional and procedural training and testing in the following areas		
1. Bus transit system safety and operational policies and procedures	Yes	Area of Concern: Majority of Operators are either missing training or have expired training.
2. Operational bus and equipment inspections	Yes	Area of Concern: Majority of Operators are either missing training or have expired training.
3. Bus equipment familiarization	Yes	Area of Concern: Majority of Operators are either missing training or have expired training.
4. Basic operations and maneuvering	Yes	Area of Concern: Majority of Operators are either missing training or have expired training.
5. Specific instructions to the bus driver on how to safely approach and depart from a transit bus stop to avoid contact with pedestrians and other hazards	Yes	Area of Concern: Majority of Operators are either missing training or have expired training.
6. Boarding and alighting passengers	Yes	Area of Concern: Majority of Operators are either missing training or have expired training.
7. Operations of wheelchair lifts and other special equipment	Yes	Area of Concern: Majority of Operators are either missing training or have expired training.

The bus transit system has established the following criteria for the selection and qualification of all drivers	Yes/No	Comments: Deficiency, Areas of Concern, Observations
8. Defensive driving	Yes	Area of Concern: Majority of Operators are either missing training or have expired training.
9. Passenger assistance and securement	Yes	Area of Concern: Majority of Operators are either missing training or have expired training.
10. Handling of emergencies and security threats	Yes	Area of Concern: Majority of Operators are either missing training or have expired training.
11. Security & threat awareness	Yes	Area of Concern: Majority of Operators are either missing training or have expired training.
12. Driving conditions	Yes	Area of Concern: Majority of Operators are either missing training or have expired training.

(5) Operational and Safety Procedures (Section 14.90.004(3)(e), FAC)

Bus transit system provides the following written operational and safety procedures	Yes/No	Comments: Deficiency, Areas of Concern, Observations
1. Communication & handling of hazards, unsafe conditions, security threats, and emergencies.	Yes	
2. Familiarization and operation of safety and emergency equipment, wheelchair lift equipment and restraining devices.	Yes	
3. Application and compliance with all applicable federal and state laws, rules, and regulations.	Yes	
4. Requirements for drivers to complete and submit a daily inspections report. (Rule 14-90.006, F.A.C.)	Yes	

(6) **Records Maintenance, Retention and Distribution (Section 14-90.004(3), FAC)**

The bus transit system maintain the following records for at least four years	Yes/No	Comments: Deficiency, Areas of Concern, Observations
Driver Records Rule 14-90.004(3)(g), FAC		
Records of bus drivers background checks and qualifications	Yes	Observation: Note SSPP is not a confidential document as indicated on page 7-7.
Detailed description of training administered & completed by each driver	Yes	
Each bus driver's daily duty status: total days worked, on-duty hours, driving hours and time reporting on and off duty	Yes	
Maintenance Records (Rule 14-90.004)(4)(d), F.A.C.)		
Make, model, license number, or other means of identification and ownership of vehicles.	Yes	
Date, mileage, description of inspection, maintenance and lubrication intervals	Yes	
Transit system maintains records of vehicle inspections, PMs and repairs made off site.	Yes	
If not owned by bus transit system, name of person or lessor furnishing vehicles.	Yes	
Name and address of entity or contractor performing inspection, maintenance, lubrication, or repairs.	Yes	

Bus Safety Inspections (Rule 14.90-009)(5), F.A.C.)		
Records of annual safety inspections and documentation of any corrective actions. Note: Retention of 4 years minimum.	Yes	
Event and Incident Reporting and Investigation Records Rule 14-90.004(7), F.A.C.		
Notification and investigation reports, findings, causal factors, corrective action plans, supporting documents	Yes	
Medical Records Rule 14-90.0041(4), F.A.C.		
Required proof of biennial, pre-employment, and any follow-up medical exams of employee bus drivers	Yes	
SSPP & SPP Review and Revision Rule 14-90.010(d), F.A.C.		
Reviews of the SSPP and SPP have been conducted to ensure they are up-to-date	Yes	
Pre-trip Inspections and Corrective Action (Rule 14-90.006, F.A.C.)		
Bus transit system maintains daily vehicle inspections and documented corrective actions a minimum of two weeks.	Yes	

(7) Drug Free Workplace (Section 14-90.004(3)(h), FAC)

Substance abuse management program criteria includes the following	Yes/No	Comments: Deficiency, Areas of Concern, Observations
The bus transit system has established a drug free workplace policy statement in accordance with <i>Drug-Free Workplace Act [Reference Title 49, Code of Federal Regulations, Part 32 and Rule 14-90.004(3)(h)</i> and a substance abuse management and a testing program pursuant to <i>49CFR parts 40 and 655..</i>	Yes	Area of Concern: Pending final review from Wanda Del Toro.

(8) Bus Maintenance (Section 14-90.004(4), FAC)

Bus Maintenance Plans and Procedures are established as follows	Yes/No	Comments: Deficiency, Areas of Concern, Observations
The bus transit system has established a maintenance plan and procedures for preventive and routine maintenance for all buses operated.	Yes	
Maintenance plan and procedures assure that all buses operated, all parts and accessories on such buses, and any additional parts and accessories which may affect safety of operation, are regularly and systematically inspected, maintained and lubricated to standards that meet or exceed the bus manufacturer's recommendations and requirements.	Yes	

Bus Maintenance Plans and Procedures are established as follows	Yes/No	Comments: Deficiency, Areas of Concern, Observations
Maintenance plan assures that a recording and tracking system is established for types of inspections, maintenance, and lubrication intervals, including date or mileage when services are due.	Yes	
Maintenance plan assures that proper preventive maintenance is performed when a bus is assigned away from the system's regular maintenance facility or when maintenance services are performed under contract.	Yes	

(9) Event Investigation (Section 14-90.004(5), FAC)

Bus transit systems addresses investigation of events as follows	Yes/No	Comments: Deficiency, Areas of Concern, Observations
Bus transit system has written investigation policy or procedure(s) for any event involving a bus or taking place on the bus transit system	Yes	
Investigation is conducted for a fatality or where an individual is confirmed dead within 30 days of a bus transit event	Yes	
Investigation is conducted for injuries involving medical attention away from the scene for two or more individual	Yes	
Investigation are conducted for property damage over \$1,000 to transit system buses, non-bus transit system vehicles, other bus system property or facilities, or any other property	Yes	

Bus transit systems addresses investigation of events as follows	Yes/No	Comments: Deficiency, Areas of Concern, Observations
Investigation is conducted for evacuation of bus due to life safety event, where there is imminent danger to the passengers	Yes	
Events are investigated and documented in a final report that includes a description of the investigation activities, identified causal factors and any identified corrective actions	Yes	
Corrective action plans are developed by the bus transit system that will identify planned actions and schedule for implementation	Yes	
Bus transit system monitors and tracks the implementation and completion of each corrective action	Yes	

(10) Medical Examinations for Bus Transit System Drivers (Section 14-90.0041, FAC)

Bus transit system has established the following medical examination requirements for all applicants to driver positions and for existing drivers	Yes/No	Comments: Deficiency, Areas of Concern, Observations
Medical examination requirements are established using Form Number 725-030-011, effective 05/09, or an equivalent form that meets or exceeds standards	Yes	
Medical examinations are completed for new drivers	Yes	

Bus transit system has established the following medical examination requirements for all applicants to driver positions and for existing drivers	Yes/No	Comments: Deficiency, Areas of Concern, Observations
Bus transit system has on file a completed and signed medical examination certificate (signed by medical examiner and driver) for each bus driver, dated within the past 24 months	Yes	
A return to duty examination is completed for any driver prior to returning to duty after having been off duty for 30 or more days due to an illness, medical condition or injury	Yes	

(11) Operating and Driving Requirements (Section 14-90.006, FAC)

The bus transit systems has established a driver's handbook and/or procedures to address the following operating and driving requirements	Yes/No	Comments: Deficiency, Areas of Concern, Observations
A requirement for buses to be operated at all times in compliance with applicable traffic regulations, ordinances, and laws of the jurisdiction in which they are being operated	Yes	
A procedure for a bus transit system driver to report the suspension or revocation of a license to operate a motor vehicle immediately or no later than the end of the business day following the day he or she received the notice	Yes	

The bus transit systems has established a driver's handbook and/or procedures to address the following operating and driving requirements	Yes/No	Comments: Deficiency, Areas of Concern, Observations
A process for tracking and monitoring on duty and driving hours compliant with the driving and on-duty hours standards of Rule 14-90.006, F.A.C.	Yes	
A driver that has been required to drive for 12 hours in a 24 hour period or a driver that has been on duty for 16 hours in a 24 hour period has had 8 hours off duty prior to returning to duty	Yes	
A driver that has been on duty for 72 hours in any period of seven consecutive days has had 24 consecutive hours off duty prior to returning to duty	Yes	
Pre-operational or daily inspections and reporting are required for drivers to identify defects and deficiencies	Yes	
A process or procedure exists to address and resolve deficiencies and record corrective actions for inspection findings	Yes	
Inspections address the following parts and devices to ascertain that they are in safe condition and good working order: service brakes, parking brakes, tire and wheels, steering, horn, lighting devices, windshield wipers, rear mirrors, passenger doors, exhaust system, equipment for transporting wheelchairs, and safety, security, and emergency equipment	No	Deficiency: Is DVI located in the appendices?

The bus transit systems has established a driver's handbook and/or procedures to address the following operating and driving requirements	Yes/No	Comments: Deficiency, Areas of Concern, Observations
Requirement that a bus with any passenger door in the open position shall not be operated with passengers aboard	No	Deficiency: Not found.
During darkness, interior lighting and lighting in stepwells on buses shall be sufficient for passengers to enter and exit safely	No	Deficiency: Not found.
Prohibition against passengers occupying the stepwell or any area forward of the standee line while the bus is in motion	No	Deficiency: Not found.
Prohibitions for fueling buses in closed building or refueling while passengers are on-board	No	Deficiency: Not found.
Requirement for the driver to be properly secured to the driver's seat with a restraining belt at all times while the bus is in motion	Yes	Observation: Found on Pages 14-19. Please correct in SSPP questionnaire.
Requirement that buses shall not be left unattended with passengers aboard for longer than 15 minutes	Yes	Observation: Found on Pages 14-19. Please correct in SSPP questionnaire.
Requirement that buses shall not be left unattended in an unsafe condition with passengers aboard at any time	Yes	Observation: Found on Pages 14-19. Please correct in SSPP questionnaire.
Proper setting of parking brake and holding device	Yes	Observation: Found on Pages 14-19. Please correct in SSPP questionnaire.

(12) Vehicle Equipment Standards & Procurement Criteria (Section 14-90.007, FAC)

The bus transit system has established the following minimum equipment standards and procurement criteria	Yes/No	Comments: Deficiency, Areas of Concern, Observations
The SSPP has procedures that address State and Federal motor vehicle safety and procurement standards.	Yes	
Requirements for manufacturers to submit proof of strength and structural integrity tests on new buses.	Yes	
Vehicles purchased and operated are equipped in compliance with Rule 14.90. 007, F.A.C. with the following: mirrors, wiring & battery, brake interlock systems, standee line, handrail & stanchions, flooring, steps & thresholds, doors, emergency exits, tires & wheels, seat belts & fire extinguishers.	Yes	
Type1 buses are equipped with portable red reflectors warning devices in compliance with Section 316.300, F.S.	Yes	
Certification label for wheel chair lifts, ramps and securement devices in or on vehicle. Rule 14.90.007(14), F.A.C.	Yes	
Inspections and maintenance procedures are established for wheel chair lift equipment, ramps and securement devices.	Yes	
Instructions for normal and emergency operation are carried or displayed in vehicle.	Yes	

(13) Vehicle Safety Inspections (Section 14-90.009, FAC)

The bus transit system has established the following minimum equipment standards and procurement criteria	Yes/No	Comments: Deficiency, Areas of Concern, Observations
Annual inspections are conducted for each vehicle operated by the agency and all contractors according to 14-90.009 F.A.C.	Yes	
Safety inspection report includes: individual(s) performing inspection, identification of bus transit system, date of inspection, equipment & Devices inspected, any deficiencies, required corrective actions for defective and/or deficient items, and dates of completion.	Yes	
Safety inspections are conducted as part of routine scheduled maintenance inspections.	Yes	

(14) Certification (Rule 14.90.010, F.A.C.)

The bus transit system has established the following minimum equipment standards and procurement criteria	Yes/No Page # In Plan	Comments: Deficiency, Areas of Concern, Observations
Bus transit system has submitted an annual safety and security certification to the Department for the prior calendar year, and the certification is on file and current.	Yes	
Safety Certification addresses SSPP, SPP, and safety inspections.	Yes	

VI. DEFICIENCIES, AREAS OF CONCERN, CORRECTIVE ACTIONS

Limousines of South Florida must respond to all deficiencies and identified areas of concern within 30 calendar days of the date of this final report. The response shall be submitted to Broward County Transit, via email to Community Shuttle Reports (CommunityShuttleReports@broward.org) with a copy to the Community Shuttle Transit Officer and Contract/Grants Administrator.

If, during the course of the review process, it is determined that a specific deficiency or unsafe condition exists to the extent that continued operation of the system, or a portion thereof, is not safe for passenger service or is posing an immediate danger to public safety and The Limousines of South Florida fails to suspend affected system service, Broward County Transit shall immediately notify and require The Limousines of South Florida to immediately suspend affected system service. A certified letter will follow this notification and be sent to The Limousines of South Florida with notification of the required corrective actions and implementation schedule.

If the deficiency or unsafe condition is immediately corrected, a complete description of the deficiency, unsafe condition, or threat and completed corrective action will be documented in the final report. For other deficiencies, a detailed Corrective Action Plan (CAP) and implementation schedule for each item shall be developed within 30-calendar days of the date of the final report. The CAP shall be submitted as part of the response to Broward County Transit via method indicated above, with a copy to the Community Shuttle Transit Office and Contract/Grants Administrator.

If, The Limousines of South Florida fails to submit as part of their response a detailed CAP, as required by this report, within 30-calendar days of the date of the final report, or fully resolve the deficient items or areas of concern within the approved CAP and implementation schedule, Broward County Transit will issue to The Limousines of South Florida a formal finding of "Non-Compliance" to the Department **Safety and Security Standards in Rule Chapter 14-90, F.A.C.** Pursuant to the provisions of **Section 341.061, Florida Statutes**, Maruti Transit's "**Safety Certification**" shall be deemed invalid until such time Broward County Transit verifies completion of all corrective action(s) to the FDOT District Office.

Broward County Transit reserves the right to conduct a follow-up review to verify completion of corrective action(s) that resulted from an internal audit or three year review. Broward County Transit will conduct a follow-up review to verify completion of a corrective action that resulted from a deficiency or unsafe condition that existed to the extent that continued operation of system or a portion thereof, posed an immediate danger or threat to public safety. Broward County Transit will submit to The Limousines of South Florida a corrective action plan (CAP) close-out letter within 30 calendar days of completion and implementation of the all corrective actions resulting from this review.

VII. SUMMARY OF REVIEW AND ADDITIONAL COMMENTS

SECTION 2: Develop and Adopt Security Program Plan

- Area of Concern: Pending final review from Wanda Del Toro.

SECTION 4: Qualification, Selection and Training of Drivers

- Area of Concern: Majority of Operators are either missing training or have expired training.

SECTION 6: Records Maintenance, Retention and Distribution

- Observation: Note SSPP is not a confidential document as indicated on page 7-7

SECTION 7: Drug Free Workplace

- Area of Concern: Pending final review from Wanda Del Toro.

SECTION 11: Operating and Driving Requirements

- Deficiency: Is DVI located in the appendices?
- Deficiency: Not found.
- Observation: Found on Pages 14-19. Please correct in SSPP questionnaire.



Town Commission Agenda Item Report

Meeting Date: February 28, 2023

Submitted By: Lucila Lang, Director of Finance and Budget

Submitting Department: Administration

Item Type: Resolution

Agenda Section: Resolution

Subject Title: Resolution 2023-12: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE THREE CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL; AUTHORIZING EXECUTION OF THE 2023 AMENDMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

and

Resolution 2023-13: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE 2023 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL ONE-CENT LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL; AUTHORIZING EXECUTION OF THE 2023 AMENDMENT; PROVIDING FOR SEVERABILITY; AND PROVING AN EFFECTIVE DATE.

Explanation: There are two interlocal agreements that the County's municipalities have entered into with Broward County to provide for distribution of the local option gas taxes that they collect. Annual amendments to these ILAs are required to adjust the Town's percentage share based on updated population figures until the interlocal agreements expire in 2024 and 2031 (**Exhibit 1**). The County is requesting amendments to these agreements so that the three-cent tax is renewed and that they both update automatically based on the annual population estimates published by the Bureau of Economics and Business Research. An explanation of these two different gas tax ILAs follows. The ILA's are included as **Exhibits 2 and 3**.

Three Cent Additional Local Option Gas Tax on Motor Fuel:

This tax was effective January 1, 1994 through December 31, 2023. The Interlocal Agreement requires an annual adjustment of the division and distribution of the proceeds based upon the population of the individual municipalities and unincorporated

Broward County in accordance with the population figures set forth in the most current addition of the “Florida Estimates of Population” published by the Bureau of Economics and Business Research (“BEBR”).

The proposed Interlocal Agreement provides for the County to receive 48.73% of the total Gas Tax proceeds and for the municipalities in Broward County, including the Town of LBTS, to receive the remaining 51.27% of the proceeds. This amendment provides that the current Gas Tax expiring 12/31/2023, be reestablished, reimposed and relieved through 12/31/2053 with the proceeds distributed based on the BEBR population figures, without the need for a new Interlocal Agreement each year.

One-Cent Local Option Gas Tax (Fifth Cent) on Motor Fuel:

This tax was effective January 1, 2001 through December 31, 2031. The Interlocal Agreement requires an annual adjustment of the division and distribution of the proceeds based upon the population figures set forth in the most current edition of “Florida Estimates of Population” published by the Bureau of Economics and Business Research (“BEBR”).

The proposed Interlocal Agreement provides for the County to receive 74% of the Gas Tax proceeds and for the municipalities in Broward County, including the Town of LBTS, to receive the remaining 26% of the proceeds. This amendment provides that the current Gas Tax expiring on 12/31/2031 be reestablished, reimposed and relieved through 12/31/2053 with the proceeds distributed based on the BEBR population figures without the need for a new Interlocal Agreement each year.

According to the most recent BEBR population estimates (**Exhibit 4**), the Town’s population is at 6,205 a slight decrease from 2021 which was at 6305. Currently, the Town receives approximately \$100,000 from these gas taxes. Based on the population estimates, we would receive slightly less.

Recommendation: Adopt Resolution 2023-12 approving the 2023 Three-Cent Amendment (**Exhibit 5**) and Resolution 2023-13 approving the 2023 Fifth-Cent Amendment (**Exhibit 6**).

Attachments:

- Ex.1-Letter dated February 2, 2023 from Broward County
- Ex. 2-2023 Amendment for additional three-cent local option gas tax on motor fuel
- Ex. 3-2023 Amendment for additional fifth-cent local option gas tax on motor fuel for transit.
- Ex. 4-Local Option Gas Tax Administrative Update
- Ex. 5-Resolution 2023-12
- Ex. 6-Resolution 2023-13



Office of Management and Budget

115 S. Andrews Avenue, Room 404 • Fort Lauderdale, Florida 33301 • 954-357-6345 • FAX 954-357-6364

February 2, 2023

Dear Municipality:

On January 24th 2023, the Board of County Commissioners directed staff to prepare for the renewal of the "additional" three-cent local option gas tax levied in 1994 for a period of 30 years, which expires on December 31, 2023 and the early renewal of the "transit" one-cent local option gas tax levied in 2001 for a period of 30 years, which expires on December 31, 2030.

The County proposes to reestablish the related interlocal agreements for any renewed local option gas taxes under the same terms as the existing interlocal agreements. Attached are the renewals of the interlocal agreements requiring approval by your municipal governing board no later than March 17, 2023. These agreements provide for:

- Cities to receive 51.27% and the County to receive 48.73% of the proceeds of any renewed "additional" three-cent gas tax,
- Cities to receive 26% and the County to receive 74% of any renewed "transit" one cent gas tax.
- These percentages are unchanged from the current agreements.

The interlocal agreement also continues to provide for the distribution of gas taxes among the Cities based on population figures published annually by the University of Florida Bureau of Economics and Business Research (BEER). The attached agreements contain the percentage breakdown of the City's "additional" three-cent gas tax percentage share of the 51.27% and the "transit" one cent gas tax percentage share of the 26% based on the April 1, 2022 BEER updated population figures.

To simplify the on-going process related to these interlocal agreements, the County is proposing to no longer require annual updates to each interlocal agreement, as was done with the "original" local option gas tax reestablished in 2018. Thus, the update of the distribution of the City's shares of the six cent, three cent and fifth cent, will take place based on BEER updated population figures without the need for a new interlocal agreement each year. The County will notify you annually of the updated distribution formula.

If a majority (by population) of the proposed interlocal agreements are not received back from the municipalities by March 31st 2023, then the County will proceed under the statutory methodology for the distribution of any renewed "additional" three-cent local option gas tax and the "transit" one cent gas tax. Under this methodology, the Cities would receive 30.6% and the County would receive 69.4% of the "additional" three-cent local option gas tax and the "transit" one-cent gas tax.

Please place this renewal of the interlocal agreements for the "additional" three-cent local option gas tax and the "transit" one cent gas tax on the agenda for approval by the municipal governing board as soon as possible and return the signed agreement to the County no later than March 31, 2023. If you have any questions about the interlocal agreements, please contact Elise Cooper or SunJin Zanker from the County's Office of Management and Budget at 954-357-6360 or 954-357-6361.

Attached is a copy of the above discussed agreement. Please keep one set of the interlocal agreement for your city records and return **two original interlocal agreements** to OMB at the address above.

Sincerely,

A handwritten signature in cursive script that reads "Norman Foster".

Norman Foster, Director, Broward County Office of Management and Budget

Broward County Board of County Commissioners

Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazel P. Rogers • Tim Ryan • Michael Udine
www.broward.org

**"Additional" Three Cent Local Option Gas Tax
Annual Administrative Update of BEBR Population
Year 1 of FY24 - FY54 per the Interlocal Agreement**

Recipient	FY24 Percent Share of Proceeds
Coconut Creek	1.521814%
Cooper City	0.911008%
Coral Springs	3.541172%
Dania Beach	0.844212%
Davie	2.810117%
Deerfield Beach	2.296077%
Fort Lauderdale	4.964906%
Hallandale Beach	1.094717%
Hillsboro Beach	0.052034%
Hollywood	4.068948%
Lauderdale-by-the-Sea	0.162985%
Lauderdale Lakes	0.964645%
Lauderhill	1.967034%
Lazy Lake	0.000815%
Lighthouse Point	0.275958%
Margate	1.543431%
Miramar	3.631030%
North Lauderdale	1.184024%
Oakland Park	1.169315%
Parkland	0.955845%
Pembroke Park	0.164298%
Pembroke Pines	4.499722%
Plantation	2.470331%
Pompano Beach	2.988862%
Sea Ranch Lakes	0.014184%
Southwest Ranches	0.202674%
Sunrise	2.560452%
Tamarac	1.910640%
Weston	1.794488%
West Park	0.400383%
Wilton Manors	0.303879%
Total Incorporated	51.270000%

Recipient	BEBR Population 4/1/22
Coconut Creek	57,937
Cooper City	34,683
Coral Springs	134,816
Dania Beach	32,140
Davie	106,984
Deerfield Beach	87,414
Fort Lauderdale	189,019
Hallandale Beach	41,677
Hillsboro Beach	1,981
Hollywood	154,909
Lauderdale-by-the-Sea	6,205
Lauderdale Lakes	36,725
Lauderhill	74,887
Lazy Lake	31
Lighthouse Point	10,506
Margate	58,760
Miramar	138,237
North Lauderdale	45,077
Oakland Park	44,517
Parkland	36,390
Pembroke Park	6,255
Pembroke Pines	171,309
Plantation	94,048
Pompano Beach	113,789
Sea Ranch Lakes	540
Southwest Ranches	7,716
Sunrise	97,479
Tamarac	72,740
Weston	68,318
West Park	15,243
Wilton Manors	11,569
Total Incorporated	1,951,901
Unincorporated Area	17,198
Total County	1,969,099

**"Transit" Fifth Cent Local Option Gas Tax
Annual Administrative Update of BEBR Population
Year 1 of FY24 - FY54 per the Interlocal Agreement**

Recipient	FY24 Percent Share of Proceeds
Coconut Creek	0.771741%
Cooper City	0.461990%
Coral Springs	1.795796%
Dania Beach	0.428116%
Davie	1.425064%
Deerfield Beach	1.164385%
Fort Lauderdale	2.517799%
Hallandale Beach	0.555152%
Hillsboro Beach	0.026388%
Hollywood	2.063442%
Lauderdale-by-the-Sea	0.082653%
Lauderdale Lakes	0.489190%
Lauderhill	0.997521%
Lazy Lake	0.000411%
Lighthouse Point	0.139944%
Margate	0.782704%
Miramar	1.841365%
North Lauderdale	0.600441%
Oakland Park	0.592982%
Parkland	0.484727%
Pembroke Park	0.083319%
Pembroke Pines	2.281895%
Plantation	1.252752%
Pompano Beach	1.515709%
Sea Ranch Lakes	0.007193%
Southwest Ranches	0.102780%
Sunrise	1.298454%
Tamarac	0.968922%
Weston	0.910020%
West Park	0.203042%
Wilton Manors	0.154103%
Total Incorporated	26.000000%

Recipient	BEBR Population 4/1/22
Coconut Creek	57,937
Cooper City	34,683
Coral Springs	134,816
Dania Beach	32,140
Davie	106,984
Deerfield Beach	87,414
Fort Lauderdale	189,019
Hallandale Beach	41,677
Hillsboro Beach	1,981
Hollywood	154,909
Lauderdale-by-the-Sea	6,205
Lauderdale Lakes	36,725
Lauderhill	74,887
Lazy Lake	31
Lighthouse Point	10,506
Margate	58,760
Miramar	138,237
North Lauderdale	45,077
Oakland Park	44,517
Parkland	36,390
Pembroke Park	6,255
Pembroke Pines	171,309
Plantation	94,048
Pompano Beach	113,789
Sea Ranch Lakes	540
Southwest Ranches	7,716
Sunrise	97,479
Tamarac	72,740
Weston	68,318
West Park	15,243
Wilton Manors	11,569
Total Incorporated	1,951,901
Unincorporated Area	17,198
Total County	1,969,099

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION GAS TAX ON EVERY
GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish a three-cent (\$0.03) local option gas tax on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current three-cent (\$0.03) local option gas tax expiring December 31, 2023, be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the three-cent (\$0.03) local option gas tax to be used for transportation expenditures and to allocate the proceeds of the local option gas tax among the Parties as set forth herein.
3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the local option gas tax according to the following distribution formula: Forty-eight and Seventy-three One-

hundredths percent (48.73%) to the County, and Fifty-one and Twenty-seven One-hundredths percent (51.27%) to the Municipalities.

- 3.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research (“BEBR”) population figures as of April 1 of each year.
- 3.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
- 3.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
4. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the three-cent (\$0.03) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
5. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
6. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.
7. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
8. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

9. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
10. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
11. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
12. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
13. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal 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 _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

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

By _____

____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Three-Cent Local Option Gas Tax ILA.doc
#616378

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF A THREE-CENT (\$0.03) LOCAL OPTION
GAS TAX ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD COUNTY**

TOWN OF LAUDERDALE-BY-THE-SEA, through its Town Commission, signing by
and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the
_____ day of _____, 20____.

TOWN

ATTEST:

TOWN CLERK

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

By: _____
TOWN MAYOR

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

Designated Address for Notices (include e-mail address(es):

**INTERLOCAL AGREEMENT
REGARDING REESTABLISHING AND PROVIDING FOR DIVISION AND
DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01) LOCAL OPTION GAS TAX
(FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL SOLD IN BROWARD
COUNTY**

This Interlocal Agreement (“Agreement”) is entered into by and among: BROWARD COUNTY, a political subdivision of the State of Florida (“County”), COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, FORT LAUDERDALE, HALLANDALE BEACH, HILLSBORO BEACH, HOLLYWOOD, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LAZY LAKE, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SEA RANCH LAKES, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WEST PARK, WESTON, and WILTON MANORS, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the “Municipalities”) (the County and Municipalities are collectively referred to as the “Parties”).

RECITALS

A. Section 336.025, Florida Statutes, as amended, authorizes the County to establish an additional one-cent (\$0.01) local option gas tax (commonly referred to as the “Fifth Cent”) on every gallon of motor fuel sold in the County and taxed under the provisions of Chapter 206, Florida Statutes, for a period not to exceed thirty (30) years, to be used solely for “transportation expenditures” as defined in Section 336.025(7), Florida Statutes, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current additional one-cent (\$0.01) local option gas tax expiring December 31, 2031, established by the Board of County Commissioners in Ordinance No. 2000-25 (“Prior Ordinance”), be reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to reestablish the additional one-cent (\$0.01) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.

3. **Termination of Prior Agreement:** The Interlocal Agreement between the County and the Municipalities for Division and Distribution of the Proceeds from the Broward County Fifth Cent Additional Local Option Gas Tax on Motor Fuel executed by the Parties in connection with the Prior Ordinance is terminated effective 11:59 p.m. on December 31, 2023.
4. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional one-cent (\$0.01) local option gas tax according to the following distribution formula: Seventy-four percent (74%) to the County, and Twenty-six percent (26%) to the Municipalities.
 - 4.1 The allocation of proceeds to the Municipalities will be based upon the annual Bureau of Economic and Business Research (“BEBR”) population figures as of April 1 of each year.
 - 4.2 By July 1 of each year this Agreement is in effect, the County shall forward the finalized BEBR population figures to the State of Florida Department of Revenue for the purpose of distributing the proceeds of the local option gas tax in accordance with the distribution formula established pursuant to this Agreement.
 - 4.3 In the event the BEBR population figures are not finalized by July 1, the County shall forward the finalized figures to the State of Florida Department of Revenue within thirty (30) days after the County receives notice that the figures are finalized.
5. **Effective Date:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional one-cent (\$0.01) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2024, through and including December 31, 2053, a term of thirty (30) years.
6. **Notices:** Whenever any Party desires to give notice to any other Party or Parties, such notice must be in writing mailed and sent by e-mail to the designated representative(s) of the respective Parties as indicated on the Parties’ respective signature pages. Any Party may change its designated representative(s) for notice purposes by providing notice thereof to all other Parties in accordance with this paragraph.
7. **Binding Effect:** Each person executing this Agreement represents that he or she has been empowered by his or her respective Party to enter into this Agreement and to bind such Party to the commitments and undertakings contained herein. The provisions, conditions, terms, and covenants contained herein shall be of a binding effect. The benefits and advantages hereof shall inure to the respective Parties and the respective successors and assigns.
8. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.

9. **Prior Agreements:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
10. **Joint Preparation:** Each Party acknowledges that it has sought and received whatever advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement resulted from the joint efforts of all the Parties. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties.
11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
12. **Further Assurances:** The Parties shall execute all such instruments, and agree to take all such further actions, that may be reasonably required by any Party to fully effectuate the terms and provisions of this Agreement.
13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
14. **Ineligibility:** If, during the term of the imposition of this local option gas tax, any of the Municipalities become ineligible to receive a share of the proceeds of the local option gas tax for any reason, any funds otherwise undistributed because of such ineligibility shall be distributed by the Florida Department of Revenue to the remaining Municipalities in proportion to the distribution formula then in effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal 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 _____, 20__, and MUNICIPALITIES, signing by and through their representative authorized to execute same pursuant to formal action taken on the date indicated on the respective signature pages.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its
Board of County Commissioners

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

By _____
____ day of _____, 2022

Designated Address for Notices:
Monica Cepero at mcepero@broward.org
Broward County Administrator
Governmental Center, Room 409
Fort Lauderdale, Florida 33301
Attention: County Administrator

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Kristin M. Carter (Date)
Assistant County Attorney

With a copy to:
Andrew Meyers at ameyers@broward.org
County Attorney
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

By _____
Annika E. Ashton (Date)
Deputy County Attorney

KMC/sr
12/30/2022
Fifth Cent Local Option Gas Tax ILA.doc
#617186

**INTERLOCAL AGREEMENT REGARDING REESTABLISHING AND PROVIDING
FOR DIVISION AND DISTRIBUTION OF AN ADDITIONAL ONE-CENT (\$0.01)
LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL
SOLD IN BROWARD COUNTY**

TOWN OF LAUDERDALE-BY-THE-SEA, through its Town Commission, signing by
and through its Mayor or Vice-Mayor, authorized to execute the same by Board action on the
_____ day of _____, 20_____.

TOWN

ATTEST:

TOWN CLERK

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

By: _____
TOWN MAYOR

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

Designated Address for Notices (include e-mail address(es)):

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPROVING THE 2023 AMENDMENT
TO THE INTERLOCAL AGREEMENT WITH BROWARD
COUNTY FOR THE DIVISION AND DISTRIBUTION OF THE
PROCEEDS FROM THE THREE CENT ADDITIONAL
LOCAL OPTION GAS TAX ON MOTOR FUEL;
AUTHORIZING EXECUTION OF THE 2023 AMENDMENT;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes Broward County (the “County”) to extend the levy of the additional local option gas tax upon every gallon of motor fuel sold in the County for a period not to exceed 30 years on a majority vote of the governing body of the County; and

WHEREAS, pursuant to Section 336.025(1)(b), Florida Statutes, the Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, (the “Ordinance”) effective January 1, 1994 through December 31, 2023, imposing the levy of the three-cent local option gas tax (the “Gas Tax”) for 30 years and providing for a method of distribution of the proceeds of the Gas Tax; and

WHEREAS, in accordance with the Ordinance, the County entered into an Interlocal Agreement with the Broward municipalities that establishes a distribution formula for dividing the proceeds from the Gas Tax among the County and all eligible municipalities within the County based on population (the “Interlocal Agreement”); and

WHEREAS, paragraph 3 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida (“BEBR”); and **Whereas**, the County has prepared the proposed 2023 Amendment to the Interlocal Agreement, attached as Exhibit “A,” which amends the Gas Tax distribution figures and incorporates the latest population figures from BEBR (the “2023 Amendment”); and

1 **WHEREAS**, the 2023 Amendment provides for the County to receive 48.73% of the total
2 Gas Tax proceeds and for the municipalities in Broward County, including the Town, to receive
3 the remaining 51.27% of the total Gas Tax proceeds; and

4 **WHEREAS**, to simplify the on-going process related to the Interlocal Agreement, the
5 County is proposing in the 2023 Amendment to automatically update the distribution of the
6 Town's shares of the Gas Tax based on the BEBR population figures, without the need for a new
7 Interlocal agreement each year; and

8 **WHEREAS**, the 2023 Amendment provides that the current Gas Tax expiring December
9 31, 2023, be reestablished, reimposed, and relieved through December 31, 2053, with the
10 proceeds distributed among the parties consistent with the terms of the 2023 Amendment; and

11 **WHEREAS**, Town staff recommends that the Town Commission approve the 2023
12 Amendment, attached as Exhibit "A."

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

15 **Section 1.** Each "WHEREAS" clause set forth is true and correct and herein
16 incorporated by this reference.

17 **Section 2.** The Town Commission hereby approves the 2023 Amendment, attached as
18 Exhibit "A," and authorizes the appropriate Town officials to execute the 2023 Amendment,
19 together with such non-substantial changes as are acceptable to the Town Manager and approved
20 as to form and legal sufficiency by the Town Attorney.

21 **Section 3.** If any clause, section or other part of this Resolution shall be held by any
22 court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid
23 part shall be considered as eliminated and in no way affecting the validity of the other provisions
24 of this Resolution.

25 **Section 4.** This Resolution shall become effective immediately upon its passage.

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27 **PASSED AND ADOPTED** this 28th day of February, 2023.

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Mayor Chris Vincent

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Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan Trevarthen, Town Attorney

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, APPROVING THE 2023 AMENDMENT
TO THE INTERLOCAL AGREEMENT WITH BROWARD
COUNTY FOR DIVISION AND DISTRIBUTION OF THE
PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
ONE-CENT LOCAL OPTION GAS TAX (FIFTH CENT) ON
EVERY GALLON OF MOTOR FUEL; AUTHORIZING
EXECUTION OF THE 2023 AMENDMENT; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes Broward County (the “County”) to extend the levy of the additional local option gas tax upon every gallon of motor fuel sold in the County for a period not to exceed 30 years on a majority vote of the governing body of the County; and

WHEREAS, pursuant to Section 336.025(1)(b), Florida Statutes, on June 13, 2000, the Board of County Commissioners enacted Ordinance No. 2000-25 (the “Prior Ordinance”), effective January 1, 2001 through December 31, 2031, extending the levy of the additional one-cent local option gas tax, commonly referred to as the “Fifth Cent” on every gallon of motor fuel sold in the County (the “Gas Tax”), for 30 years and providing for a method of distribution of the proceeds of the Gas Tax; and

WHEREAS, in accordance with the Prior Ordinance, the County entered into an Interlocal Agreement with the Broward municipalities that establishes a distribution formula for dividing the proceeds from the Gas Tax among the County and all eligible municipalities within the County based on population (the “Interlocal Agreement”); and

WHEREAS, paragraph 4 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual municipalities and unincorporated Broward County utilizing the population figures set forth in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida (“BEBR”); and

WHEREAS, the County has prepared the proposed 2023 Amendment to the Interlocal Agreement, attached as Exhibit “A,” which amends the Gas Tax distribution figures and incorporates the latest population figures from BEBR (the “2023 Amendment”); and

1 **WHEREAS**, the 2023 Amendment provides for the County to receive 74% of the Gas Tax
2 proceeds and for the municipalities in Broward County, including the Town, to receive the
3 remaining 26% of the total Gas Tax proceeds; and

4 **WHEREAS**, to simplify the on-going process related to the Interlocal Agreement, the
5 County is proposing in the 2023 Amendment to automatically update the distribution of the
6 Town's shares of the Gas Tax each year based on the BEBR population figures, without the need
7 for a new Interlocal agreement each year; and

8 **WHEREAS**, the 2023 Amendment provides that the current Gas Tax expiring December
9 31, 2031, established by the Board of County Commissioners in the Prior Ordinance, be
10 reestablished, reimposed, and relevied through December 31, 2053, with the proceeds distributed
11 among the Parties consistent with the terms of the 2023 Amendment; and

12 **WHEREAS**, Town staff recommends that the Town Commission approve the 2023
13 Amendment, attached as Exhibit "A."

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

16 **Section 1.** Each "WHEREAS" clause set forth is true and correct and herein
17 incorporated by this reference.

18 **Section 2.** The Town Commission hereby approves the 2023 Amendment, attached as
19 Exhibit "A," and authorizes the appropriate Town officials to execute the 2023 Amendment,
20 together with such non-substantial changes as are acceptable to the Town Manager and approved
21 as to form and legal sufficiency by the Town Attorney.

22 **Section 3.** If any clause, section or other part of this Resolution shall be held by any
23 court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid
24 part shall be considered as eliminated and in no way affecting the validity of the other provisions
25 of this Resolution.

26 **Section 4.** This Resolution shall become effective immediately upon its passage.

27
28 **PASSED AND ADOPTED** this 28th day of February, 2023.

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Mayor Chris Vincent

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Attest:

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

Susan Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: February 28, 2023

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Ordinance 2nd Reading

Agenda Section: Ordinance 2nd Reading

Subject Title: Ordinance 2023-01 - AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE I "IN GENERAL," SECTION 2-1, "LOBBYIST REGULATIONS" TO REFLECT CHANGES IN COUNTY REGULATIONS RE REPORTING CONTACTS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Explanation: This Ordinance was prematurely brought forth at the February 14, 2023 meeting before the proper advertising (previously scheduled for February 17, 2023) was done, so it is being brought to you again for vote.

The Town Clerk, in coordination with our Town Attorneys, reviewed the Town of Lauderdale-By-The-Sea Code of Ordinances (the "Town Code") lobbyist regulations to ensure the requirements are current and consistent with the Town's regulatory needs. During this process, our Attorneys identified amendments to the Broward County Code of Ordinances (the "County Code") pertaining to the lobbyists' responsibilities, which have not yet been reflected in the Town Code.

Ordinance 2023-01 amends the Town Code regarding the responsibility of the lobbyist to complete a contact log to disclose contacts with elected officials, to conform to the County Code.

Recommendation: Staff recommends that the Town Commission approve Ordinance 2023-01.

Exhibits: Ex. 1 Ordinance 2023-01 Lobbyist Regulations

ORDINANCE 2023-01

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY- THE-SEA, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION,” ARTICLE I “IN GENERAL,” SECTION 2-1, “LOBBYIST REGULATIONS” TO REFLECT CHANGES IN COUNTY REGULATIONS RE REPORTING CONTACTS; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE

WHEREAS, the Town of Lauderdale-By-The-Sea (the “Town”) Commission recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town’s regulations are current and consistent with the Town’s regulatory needs; and

WHEREAS, the Board of County Commissioners of Broward County, Florida (the “County”) amended various sections of the Broward County Code of Ordinances pertaining to the responsibility of the lobbyist to complete a contact log; and

WHEREAS, the Town Commission desires to amend Town Code Section 2-1, “Lobbyist Regulations” to conform to County regulations and avoid any confusion with the County Ethics Code.

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

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

SECTION 2. Amendment. Chapter 2, “Administration,” Article I, “In General,” Section 2-1, “Lobbyist Regulations” of the Town Code of Ordinances, is hereby amended as follows¹:

Chapter 2 - ADMINISTRATION

ARTICLE I. IN GENERAL

¹ Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~.

* * *

Sec. 2-1. – Lobbyist Regulations.

* * *

(c) Reporting of lobbying activities.

* * *

(1) *Lobbyist contact log.* To promote full and complete transparency, lobbyists and their principals or employers who ~~intend to~~ meet or otherwise communicate with an Elected Official for the purpose of engaging in lobbying activities, ~~either at the Elected Official's offices or elsewhere on the Town's premises,~~ must legibly complete a contact log listing each Elected Official with whom the lobbyist, principal, or employer meets ~~or intends to meet or communicates.~~

* * *

~~(2) *Elected official disclosures.* To further promote full and complete transparency, Elected Officials must disclose any and all lobbying activity that knowingly occurs between themselves and individual lobbyists or their principals or employers outside of the Town premises. This shall include communicating by any form of telephonic or electronic media.~~

- ~~a. The disclosure shall include the lobbyist's name; the name of the entity by which the lobbyist is employed; the name of the person or entity for whom or which he or she is lobbying; the name of any employer or principal of the lobbyist who is present at any meeting at which the communication is made; the date, time, and location of the meeting; and the specific purpose and subject matter of the meeting.~~
- ~~b. The disclosure shall be made within ten business days of the lobbying activity, but must, in any event, be made prior to any vote on a matter that was the subject of the lobbying activity.~~
- ~~c. The disclosure shall be filed for public inspection with the Town.~~

* * *

SECTION 3. Codification. This Ordinance shall be codified in accordance with the foregoing. It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be

changed to “section,” “article” or such other appropriate word or phrase in order to accomplish such intentions.

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

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

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

Passed on the first reading, this 24th day of January, 2023.

Passed and adopted on the second reading, this 28th day of February, 2023.

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	YEA	
Vice-Mayor Malkoon	YEA	
Commissioner Oldaker	YEA	
Commissioner Pouloupoulos	YEA	
Commissioner Strauss	YEA	

ATTEST:

Katrina Adler, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney



Town Commission Agenda Item Report

Meeting Date: February 28, 2023

Submitted By: Jhanelle Campbell, Development Services Director

Submitting Department: Development Services

Item Type: Quasi Judicial Public Hearings

Agenda Section: Quasi Judicial

Subject Title: Site Plan Modification (2022-L2-SPM-02), Conditional Use (2022-CU-01), and Flex Unit Allocation (2022-FXU-01) requests for the proposed mixed-use development, including two second-floor dwelling units within the B-1 Zoning District for property located at 233 E Commercial Boulevard.



Figure 1- Subject Property

Explanation: Imko by C, LLC has submitted development applications (**Exhibit 1**) for the property located at 233 Commercial Boulevard to modify the approved site plan to convert the second story commercial area to two (2) residential units. The building was originally approved in the 1960's with an office that occupied the entire second floor. The office has not been in use for some time, and part of it was converted into a dwelling unit without permits. In order to bring the property into compliance with the Town Code, the Applicant is requesting a Site Plan Modification, Conditional Use approval and flex unit allocation to create two (2) residential dwelling units on the second floor.

The 0.09-acre property is zoned B-1 and has a land use designation of Commercial. The B-1 district allows mixed use with approval of a conditional use application and an allocation of flexibility units. With the change of the second floor from commercial to residential use, the parking requirements change from one (1) space per 250 square feet of floor area, to 2 spaces per unit for each proposed three (3) bedroom unit. The minimum required number of parking spaces for the Property with the existing commercial use and

the proposed residential use is shown in Table 1 of the Planning and Zoning Board staff report (**Exhibit 2**). A detailed explanation of the request is provided in the attached Planning and Zoning Board staff report (**Exhibit 2**).

The review process includes citizen participation meeting, Planning and Zoning Board meeting and then a final review and consideration by the Town Commission. The Applicant conducted a citizen participation meeting on November 28, 2022. The Citizen Participation meeting summary is attached as **Exhibit 3**.

The Planning and Zoning Board reviewed the application at its February 16, 2023, meeting and voted to approve the request with the following conditions:

1. The Applicant shall secure a building permit, as defined in Section 30-121(e) of the Town Code, for the project within twelve (12) months of the date of the development order approval and a certificate of occupancy for all structures within eighteen (18) months of obtaining the building permit. An extension to the deadline for completion of construction and compliance with the site plan development order may be granted by the Special Magistrate pursuant to the requirements of Section 6-12 of the Town Code.
2. All construction shall be in accordance with the plans, incorporated into the approved Development Order as **Exhibit 1**, which are listed in this report and in accordance with all modifications and conditions approved by the Town Commission. If changes occur as part of the building permit and/or architectural review process, the Applicant will be required to provide this information to Development Services Staff to determine if a modification of the Site Plan approval is required.
3. Prior to issuance of a building permit, the Finance Director shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
4. The approved site plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
5. All applicable state and federal permits shall be obtained before commencement of construction.

Notification was posted on the Property, the Town's website, and mailed to affected parties within 300 feet as required by Section 30-139(d) of the Town Code. The property was properly posted, and the notice was placed on the Town's website. No correspondence in support or opposition to the Applicant's request has been received.

Recommendation: Staff recommends that the Commission approve the Development Order (**Exhibit 4**)

Exhibits: Ex. 1 Site Plan Modification, Conditional Use and Flex Unit Allocation application
Ex. 2 Planning and Zoning Board Staff Report
Ex. 3 Citizen Participation Meeting Summary
Ex. 4 Development Order

Exhibit 1

LAUDERDALE•BY•THE•SEA

Universal Development Application



233 Commercial Boulevard
Conditional Use – Mixed Use

4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

Administrative Purpose

Application Number: 2022 - CU - 01

BTR #: _____

Date Application Submitted: 10/9/22

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

Cost Recovery Fee: _____

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

Check appropriate application and block:

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

Project Name: 233 E. COMMERCIAL BLVD.

Folio Numbers: 4943-18-07-0420

Street Address: 233 E. COMMERCIAL BLVD., LBTS FL. 33308

Legal Description: SILVER SHORES, SEC LBTS, UNIT B L2, 31-31B. B-K.

Name of Property Owner: IMCO BY C., LLC Property Owner's Phone #: 561-480-1397

Address of Property Owner: P.O. BOX 2152, WEST PALM BCH., FL. 33402

Property Owner's Email Address: m.karachalia@gmail.com

Name of Applicant: CHARLES WEIDNER Applicant's Phone #: 954 274-3810

Applicant's Address: 801 S. OCEAN DR. #201, HOLLYWOOD. FL 33019

Applicant Email Address: CWEIDNER321@AOL.COM

Name of Agent (e.g. Contractor Representing the Project): ELEGANT HOMES & DESIGN, INC.

Agent's Email Address: DAYMAKER 99 @ BELLSOUTH.NET Agent's Phone #: 954 914-0789

Agent's Address: P.O. BOX 8472, CORAL SPRINGS FL. 33060

Land Use Plan Designation: BUSINESS Zoning District: B-1, GENERAL BUSINESS DIST.

Existing Use of the Subject Property: MIXED STORE-OFFICE & RESIDENTIAL

Proposed Use of the Subject Property: MIXED STORE-OFFICE & RESIDENTIAL.

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

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

Print Name of Property Owner: _____ Date: _____

Signature of Property Owner: _____

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: IMCO BY C LLC / Ioannis Karachelias Date: 3/19/22

Signature of Property Owner: [Signature]

State of Florida: _____

County: _____

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

19 of March, 20 22.

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

Print Notary Name: Yuleysi Jimenez Lopez My Commission Expires: October 26, 2025

Notary Signature: [Signature]



YULEYSI JIMENEZ LOPEZ
Commission # HH 191107
Expires October 26, 2025
Bonded Thru Budget Notary Services

Applicant

Print Name of Property Owner: _____ Date: _____

Signature of Property Owner: _____

State of Florida: _____

County: _____

5/28/2020

Universal Application



SWORN AND SUBSCRIBED before me by means of physical presence or online notarization, this day
_____ of _____, 20_____.

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

Print Notary Name: _____ My Commission Expires: _____

Notary Signature: _____



LAUDERDALE-BY-THE-SEA

Universal Development Application



233 Commercial Boulevard
Site Plan Modification - Level 2

4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

Administrative Purpose

Application Number: 2022-L2-SPM-02

BTR #: _____

Date Application Submitted: 10/9/22

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

Cost Recovery Fee: _____

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

Check appropriate application and block:

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

Project Name: 233 E. COMMERCIAL BLVD.

Folio Numbers: 4943-18-D7-0420

Street Address: 233 E. COMMERCIAL BLVD., LOTS FL. 33308

Legal Description: SILVER SHORES, SEC. LOTS. UNIT B L2, 31-31B. B-K.

Name of Property Owner: IMCO BY C., LLC. Property Owner's Phone #: 561-480-1397

Address of Property Owner: P.O. BOX 2152, WEST PALM BCH., FL. 33402

Property Owner's Email Address: m.karachalia@gmail.com

Name of Applicant: CHARLES WEIDNER Applicant's Phone #: 954-274-3810

Applicant's Address: 801 S. OCEAN DR. #201 HOLLYWOOD FL. 33019

Applicant Email Address: CWEIDNER321@AOL.COM

Name of Agent (e.g. Contractor Representing the Project): ELEGANT HOMES & DESIGNS, INC.

Agent's Email Address: DAYMAKER99@BELLSOUTH.NET Agent's Phone #: 954-914-0789

Agent's Address: P.O. BOX 8472, CORAL SPRINGS FL. 33060

Land Use Plan Designation: BUSINESS Zoning District: B-1, GENERAL BUSINESS DIST.

Existing Use of the Subject Property: MIXED STORC-OFFICE & RESIDENTIAL

Proposed Use of the Subject Property: MIXED STORC-OFFICE & RESIDENTIAL

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

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

Print Name of Property Owner: _____ Date: _____

Signature of Property Owner: _____

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: INCO BY C LLC
IRANIS KARACHALLAS Date: 3/19/22

Signature of Property Owner: [Signature]

State of Florida: _____

County: _____

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

19 of March, 2022

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

Print Notary Name: Yuleysi Jimenez Lopez My Commission Expires: October 26, 2025

Notary Signature: [Signature]



YULEYSI JIMENEZ LOPEZ
Commission # HH 191107
Expires October 26, 2025
Bonded Thru Budget Notary Services

Applicant

Print Name of Property Owner: _____ Date: _____

Signature of Property Owner: _____

State of Florida: _____

County: _____



SWORN AND SUBSCRIBED before me by means of _____ physical presence or _____ online notarization, this day
_____ of _____, 20_____.

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

Print Notary Name: _____ My Commission Expires: _____

Notary Signature: _____



LAUDERDALE•BY•THE•SEA

Universal Development Application



233 Commercial Boulevard
Flex Units (2)

4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

Administrative Purpose

Application Number: 2022-FXU-01
BTR #: _____
Date Application Submitted: 10/9/22
Date Application found Completed: _____
Pre-Application Meeting Date: _____
Non-Refundable Application Fee: _____
Cost Recovery Fee: _____

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

Check appropriate application and block:

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

Project Name: 233 E. COMMERCIAL BLVD.

Folio Numbers: 4943-18-07-0420

Street Address: 233 E. COMMERCIAL BLVD., LBTS., FL. 33308

Legal Description: SILVER SHORES, SEC. LBTS, UNIT B L2, 31-31B., B-K.

Name of Property Owner: IMCO BY C., LLC. Property Owner's Phone #: 561-480-1397

Address of Property Owner: P.O. BOX 2152, WEST PALM BCH., FL. 33402

Property Owner's Email Address: m.karachalia@gmail.com

Name of Applicant: CHARLES WEIDNER Applicant's Phone #: 954-274-3810

Applicant's Address: 801 S. OCEAN DR. #201, HOLLYWOOD, FL 33019

Applicant Email Address: CWEIDNER321@AOL.COM

Name of Agent (e.g. Contractor Representing the Project): ELEGANT HOMES & DESIGNS, INC.

Agent's Email Address: DAYMAKER99@BELLSOUTH.NET Agent's Phone #: 954-914-0789

Agent's Address: P.O. BOX 8472, CORAL SPRINGS, FL. 33060

Land Use Plan Designation: BUSINESS Zoning District: B-1, GENERAL BUSINESS DIST.

Existing Use of the Subject Property: MIXED STORE-OFFICE & RESIDENTIAL.

Proposed Use of the Subject Property: MIXED STORE-OFFICE & RESIDENTIAL.

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

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

Print Name of Property Owner: _____ Date: _____

Signature of Property Owner: _____

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: IMCO. BY. C. LLC IOANNIS KARACHALIAS Date: 3/19/22

Signature of Property Owner: [Signature]

State of Florida:

County:

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

19 of MARCH, 2022

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

Print Notary Name: Yuleysi Jimenez Lopez My Commission Expires: OCTOBER 26, 2025

Notary Signature: [Signature]



Applicant

Print Name of Property Owner: _____ Date: _____

Signature of Property Owner: _____

State of Florida:

County:



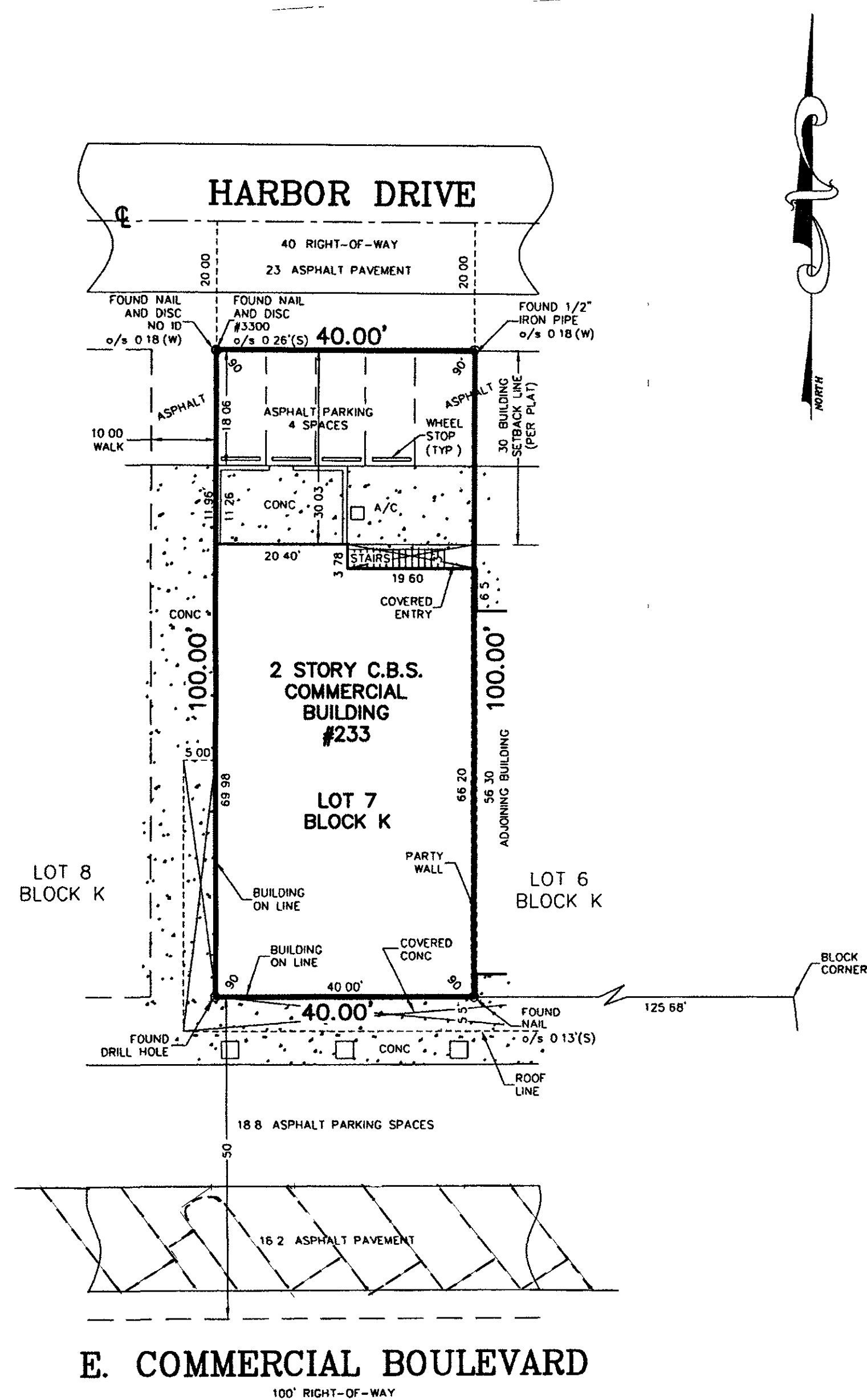
SWORN AND SUBSCRIBED before me by means of _____ physical presence or _____ online notarization, this day _____ of _____, 20_____.

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

Print Notary Name: _____ My Commission Expires: _____

Notary Signature: _____





SITE CALCULATIONS	
TOTAL BUILDING AREA	= 2,799.20 S.F. PER FLR
TOTAL BUILDING HEIGHT	= 24'-0" ABOVE GRADE
1st FLOOR TENANTS-	
REAL ESTATE OFFICE	= 1,399.60 S.F.
RESTAURANT	= 1,399.60 S.F.
2nd FLOOR TENANTS-	
FRONT UNIT- RESIDENTIAL	= 1,578.20 S.F.
REAR UNIT - RESIDENTIAL	= 1,221.00 S.F.
TOTAL PARKING PROVIDED	= (7)SEVEN PARKING SPACES

SURVEY ADDRESS:
233 E. COMMERCIAL BOULEVARD
LAUDERDALE BY THE SEA, FLORIDA 33308

CERTIFY TO:
1 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
2 BRIGHLEY, MYRICK & UDELL, P.A.
3 GUY FAVART

FLOOD ZONE & ELEVATIONS:
FLOOD ZONE X
BASE FLOOD ELEVATION: N/A
CONTROL PANEL NO. 125123-0209-F
DATE OF FIRM INDEX. 10/02/97

POTENTIAL ENCROACHMENTS:
1. COVERED CONCRETE CROSSES OVER THE SOUTHERLY AND WESTERLY PROPERTY LINES

LEGAL DESCRIPTION:
LOT 7, BLOCK K OF "SILVER SHORES SECTION OF LAUDERDALE BY THE SEA UNIT B", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA..

LEGEND & ABBREVIATIONS:

A	= ARC	DE	= DRAINAGE EASEMENT	P.C	= POINT OF CURVATURE
A/C	= AIR CONDITIONER	ELEV	= ELEVATION	P.I	= POINT OF INTERSECTION
A.E	= ANCHOR EASEMENT	E.M.	= ELECTRIC METER	P.R.C	= POINT OF REVERSE CURVE
ASPH.	= ASPHALT	FP & L.	= FLORIDA POWER & LIGHT	P.O.B	= POINT OF BEGINNING
B.M.	= BENCHMARK	L.B	= LICENSED BUSINESS	P.O.C	= POINT OF COMMENCEMENT
B.C.R.	= BROWARD COUNTY RECORDS	L.P	= LIGHT POLE	P.P	= POWER POLE
C.B.S.	= CONCRETE BLOCK STRUCTURE	M.H.	= MANHOLE	R	= RADIUS
CHATT	= CHATTAHOOCHEE	(M)	= MEASURED	RES	= RESIDENCE
CONC	= CONCRETE	MAINT	= MAINTENANCE	R/W	= RIGHT-OF-WAY
CL.F	= CHAIN LINK FENCE	NO.	= NUMBER	T	= TANGENT
CL.P	= CONCRETE LIGHT POLE	N.G.V.D	= NATIONAL GEODETIC VERTICAL DATUM	(TYP.)	= TYPICAL
(C)	= CALCULATED	O.H	= OVERHANG	U.E.	= UTILITY EASEMENT
C.B.	= CHORD BEARING	O.R.B	= OFFICIAL RECORDS BOOK	W.F	= WOOD FENCE
C.R.	= CABLE RISER	O/S	= OFFSET	W.M.	= WATER METER
(D)	= DEED	(P)	= PLAT		= DELTA OR CENTRAL ANGLE
D.B.	= DEED BOOK	P.B.C.R.	= PALM BEACH COUNTY RECORDS		= CENTERLINE
M-D.C.R.	= MIAMI-DADE COUNTY RECORDS	P.B	= PLAT BOOK		= ELEVATION

GENERAL NOTES:

1. TYPE OF SURVEY BOUNDARY
2. IF THIS SURVEY HAS BEEN REVISED AS INDICATED IN THE REVISION BOX SHOWN HEREON, THEN ANY AND ALL PREVIOUS VERSIONS OF THIS SURVEY PREPARED BY PINNELL SURVEY, INC. ARE NULL & VOID
3. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD BY PINNELL SURVEY, INC. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT DEPICTED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY, FOR WHICH THE SUBJECT PROPERTY IS LOCATED IN
4. UNLESS OTHERWISE NOTED, FIELD MEASUREMENTS ARE IN AGREEMENT WITH RECORD MEASUREMENTS
5. ELEVATIONS SHOWN HEREON (IF ANY) ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, UNLESS OTHERWISE NOTED
6. UNDERGROUND IMPROVEMENTS AND UTILITIES ARE NOT LOCATED
7. FENCE AND WALL OWNERSHIP IS NOT DETERMINED
8. THIS DRAWING IS THE PROPERTY OF PINNELL SURVEY, INC. AND SHALL NOT BE USED OR REPRODUCED, WHOLE OR IN PART WITHOUT WRITTEN PERMISSION & AUTHORIZATION FROM PINNELL SURVEY, INC.
9. ALL EASEMENTS SHOWN ON THE ATTACHED DRAWING ARE PER THE RECORD PLAT (UNLESS OTHERWISE NOTED).
10. THIS SURVEY IS FOR MORTGAGE AND TITLE PURPOSES ONLY

REVISIONS	BY

FOR::: 233 - UNIT "C", EAST COMMERCIAL BLVD.
FOLIO :: 4943-18-07-0420 , LAUDERDALE BY THE SEA , FL. 33308

Charles O. Buckalew
Consulting Engineering Services, Inc.
801 South Ocean Drive, Suite 201
Hollywood, Florida 33019
C.O.A. Number 6255
Tele (954) 558-1189 Fax (954) 929-8988



CHARLES O. BUCKALEW, P.E.
CONSULTING ENGINEER
NO. 25042

DATE	OCT , 2022
SCALE	1"=20'-0"
BY	C.R.W
JOB	OC-2297
SHT	SP-1

REVISIONS	BY
03-08-22, REV. PER	CW.
09-08-22, REV. PER	CW.
ZONING REVIEW	

FOR::: 233 EAST COMMERCIAL BLVD. - AIRB-B

Charles O. Buckalew

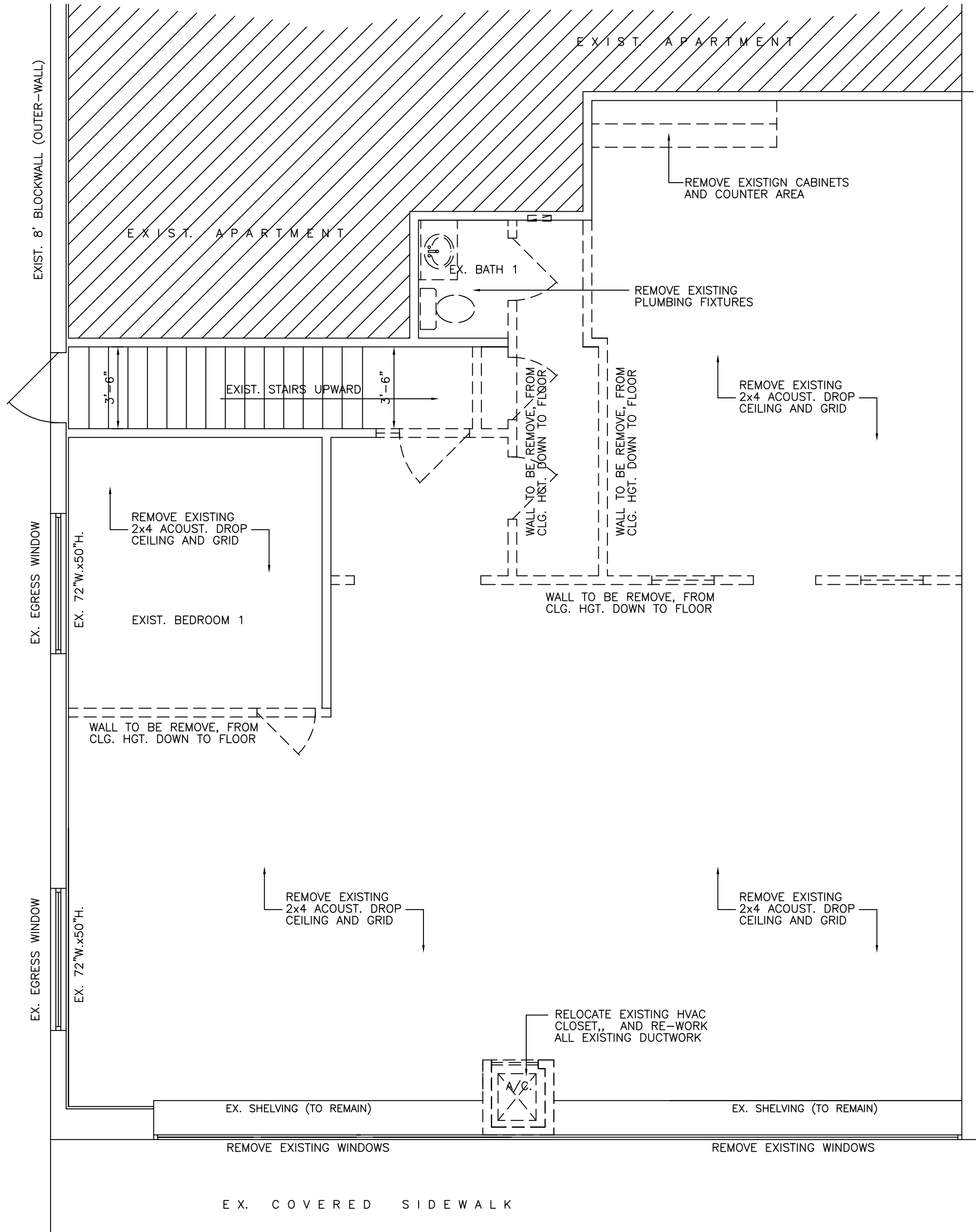
Consulting Engineering Services, Inc.
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Hollywood, Florida 33019
C.O.A. Number: 6255
Tele.: (954) 558-1189 Fax.: (954) 929-8988



CHARLES O. BUCKALEW, P.E.
FLORIDA REG. NO. 24624

DATE	DEC., 2019
SCALE	1/4"=1'-0"
BY	C.R.W.
JOB	DE-1997
SHT	A-1

1
2



INT. DEMOLITION PLAN

SCALE:: 1/4"=1'-0"

DEMOLITION NOTES:

ALL WASTE MATERIAL/DEBRIS TO BE REMOVED AND DISPOSED OF BY CONTRACTOR

IT IS STRONGLY RECOMMENDED THAT THE CONTRACTOR VISIT THE SITE PRIOR TO IMPROVEMENTS TO BECOME FAMILIAR WITH EXISTING SITE CONDITIONS

CONTRACTOR TO MAINTAIN FULL SERVICES TO EXIST. TENANT SERVICE BAY, I.E., ELECT., CABLE, POTABLE WATER, SAN. SEWER, ETC... UNDER NO CIRCUMSTANCES SHALL THESE SERVICES BE INTERRUPTED OR ANY CONDITIONS ALTERED, UNLESS OTHERWISE INDICATED.

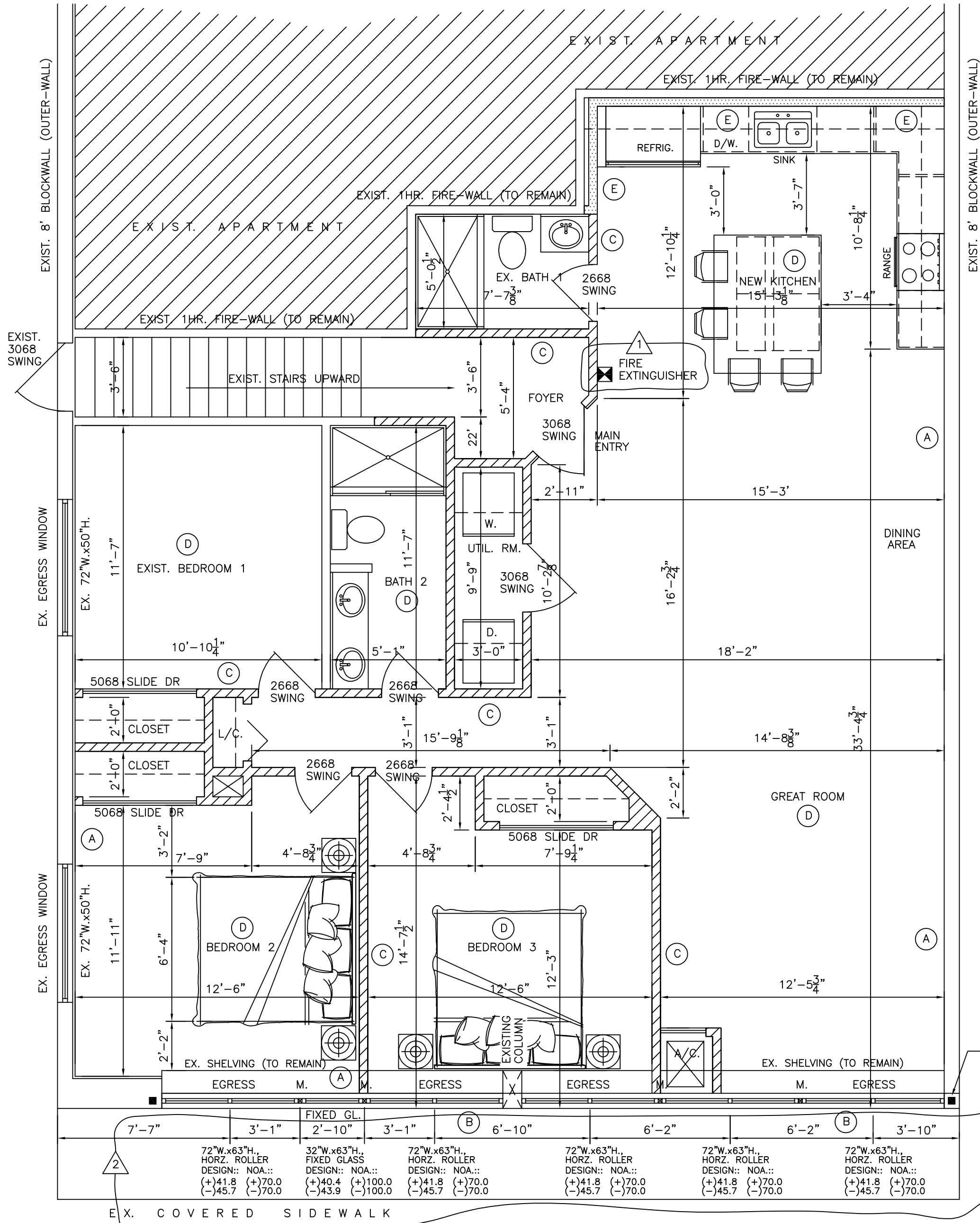
CURRENT ELECTRIC, HVAC., WATER & SEWER SERVICE IS ACTIVE FOR TENANT BAY., ALL ITEMS TO REMAIN IN EXIST. CONDITION, UNLESS OTHERWISE INDICATED.

DEMOLITION OF EXISTING CONDITIONS SHALL BE CONFINED TO INTERIOR OF TENANT SPACE ONLY. ALL ITEMS SCHEDULED FOR REMOVAL ARE CONSIDERED NON-STRUCT., LIMITED TO PREVIOUS TENANT EXISTING ITEMS AND FLOOR CARPET COVERING. ALL DEMOLITION TO BE REMOVED THRU TENANT SPACE ACCESS LOCATIONS., CONTRACTOR SHALL ENSURE THAT SIDEWALK ACCESSIBILITY IS MAINTAINED AT ALL TIMES FOR PEDESTRIAN USAGE THROUGHOUT THE DURATION OF CONSTRUCTION..

ALL EXISTING HVAC, ROOF-GROUND MOUNTED EQUIPMENT ALONG WITH INTERIOR DUCT-WORK, TO BE REPLACED (RELOCATE UNIT AND NEW DUCT-WORK). CONTRACTOR SHALL FIELD INSPECT ALL EXISTING EQUIPMENT AND SYSTEMS FOR FULL OPERABLE CONDITIONS AND PROVIDE A SERVICE REPORT TO TENANT & ENGINEER FOR REVIEW..

GENERAL NOTES:

- UNLESS OTHERWISE NOTED, ALL MATERIALS, WORKMANSHIP & PRACTICES SHALL MEET THE REQUIREMENTS OF THE FOLLOWING:
 - THE 2020 FLORIDA BUILDING CODE, 7th. EDITION., RESIDENTIAL, CHAPTER 3 & ASCE 7-16., ALL APPLICABLE SPECIFICATIONS & REQUIREMENTS.
- THE LOCATION OF EXIST. UTILITIES & STRUCTURES HAS BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER.
- THE CONTRACTOR SHALL VISIT SITE & VERIFY ALL EXIST. CONDITIONS PRIOR TO CONSTRUCTION & BRING ALL CONFLICTS TO THE ATTENTION OF THE ENGINEER.
- ALL CONC. SHALL HAVE A COMPRESSIVE STRENGTH OF NOT LESS THAN 2,500 PSI @ 28 DAYS.
- REINFORCING BARS SHALL COMPLY W/ ASTM-A 615.
- ALL SHOWER/TUB WALL LIMITS ARE TO BE IMPERVIOUS MATERIAL. 72" A.F.F. (MATERIAL PER OWNER SPECS.) FLOOR TILE & BASE TRIM ARE TO BE OF IMPERVIOUS MATERIAL. (AS APPLICABLE)
- ALL SOIL & FILL UNDER FLOORS AND/OR WITHIN BLDG. PERIMETER SHALL HAVE SOIL TREATMENT FOR PROTECTION AGAINST TERMITES. CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE CITY BLDG. DEPT. OR COUNTY, PRIOR TO SLAB BEING POURED.
- INT. PARTITION WALLS SHALL BE 3 5/8"-20GA. MTL. STUDS, W/ STUDS @ 16"O.C. & 1/2" GYPSUM BOARD BOTH SIDES (UNLESS OTHERWISE NOTED)
- VERIFY ALL MASONRY & WOOD FRAME OPENING SIZES TO FIT DOORS & WINDOWS BEFORE INSTALLATION NOTIFY ENGINEER OF CONFLICTS PRIOR TO CONSTRUCTION.
- ALL WINDOWS & DOORS BEING INSTALLED, SHALL MEET THE CURRENT REQUIREMENTS FOR MISSILE IMPACT RESISTANCE & TOLERANCE. WINDOWS SHALL MEET ANSI/AAMA 101-93 & AAMA 1302.5 FOR RESIDENTIAL SPECIFICATIONS ON FORCED ENTRY RESISTANCE OR HURRICANE SHUTTERS SHALL BE APPLIED.
- GLAZING CONTRACTOR TO SUPPLY COMT. WEATHER STRIPPING AROUND ALL EXT. DOORS & WINDOWS. WINDOWS TO BE TINTED PER OWNER'S SPECIFICATIONS & ARE TO BE SET IN CAULK BEDS.
- EGRESS WINDOWS SHALL PROVIDE A CLEAR OPENING NOT LESS THAN 20" IN WIDTH, 24" IN HEIGHT, 5.7 SQ. FT. IN AREA, W/ THE BOTTOM OF THE OPENING NOT MORE THAN 44" ABOVE F.F.E. AND NO PART OF THE OPERATING MECHANISM MORE THAN 54" ABOVE F.F.E.
- ALL INTERIOR FINISHES, CARPET, TILE, ETC., & FIXTURES, CABINETS, VANITY'S, REFRIG., SHALL BE THE MAKE & STYLE AS SPECIFIED BY PROPERTY OWNER, CONTRACTOR TO COORD. W/ OWNER PRIOR TO INSTALLATION AND/OR PURCHASE. ALL FINISHES & FIXTURES AS SPECIFIED SHALL MEET ALL MIN. STANDARDS OF THE F.B.C.
- ALL INTERIOR & EXTERIOR FINISHES, PAINT, TRIM, BASEBOARDS, ETC., SHALL BE AS SPECIFIED BY PROPERTY OWNER, CONTRACTOR TO VERIFY PRIOR TO INSTALLATION & CONSTRUCTION.
- PROVIDE ATTIC ACCESS IN THE AREA INDICATED. THIS ACCESS SHALL BE 20" TO FIT BETWEEN ROOF TRUSSES & 36" LONG. (MIN. S.F. = 5.0 S.F.)
- SHOWER & TUB, GLASS ENCLOSURES (ENTRY DOOR & SIDE PANELS) SHALL BE SAFETY GLASS (AS APPLICABLE)



2nd. FLOOR NEW UNIT - FLOOR PLAN

SCALE:: 1/4"=1'-0"

USE & OCCUPANCY CLASSIFICATION :
RESIDENTIAL, GROUP "R" (R-2), F.B.C. SECTION 310.4
CLASSIFICATION OF WORK :
(2nd.FLR.) NEW WINDOWS & NEW 8"BLOCKWALL., O.A. S.F.= 1,548.40 S.F.

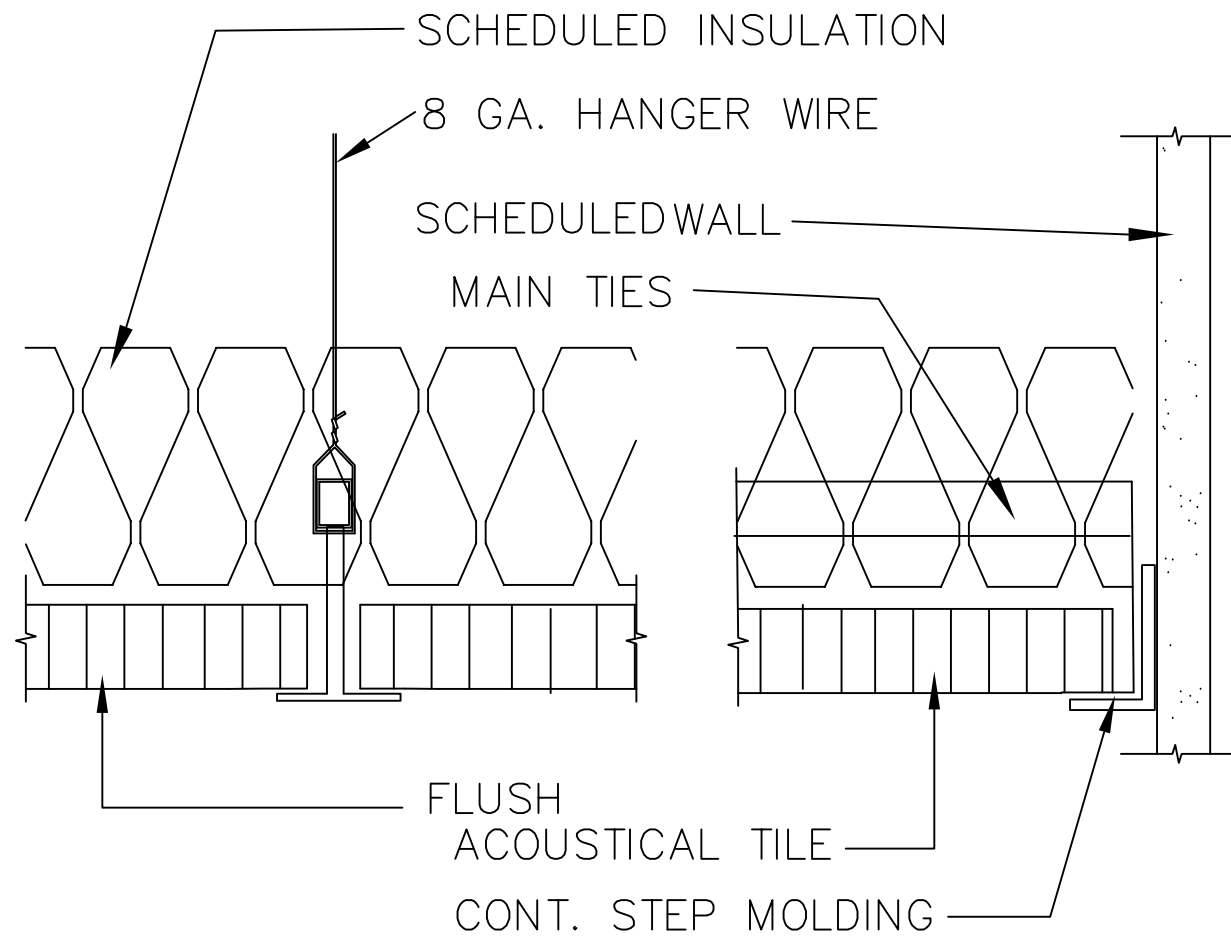
WALL SCHEDULE:

- PROVIDE 1"x2" P.T. WD. FURRINGS @ 16"O.C., WITH R-4.1 INSUL. & FINISHED WITH 5/8" TYPE-X GYP. BOARD (TENANT BLOCKWALL)
- NEW 8" PERIM. CONC. BLOCKWALL W/ HORZ. LADDER REINF. EVERY 2ND. COURSE OF BLOCK., PROVIDE (1) #5 BAR IN VERT. CONC. FILLED CELL AT CORNER LOCATIONS SHOWN & SPACED @ 42"O.C. AROUND FULL PERIM. (SEE DWG. S-1), EXTERIOR WALL FINISHED WITH (3) COAT STUCCO FINISH..
- PROVIDE 3 5/8"-20GA. MTL. STUDS @ 16"O.C., & FINISHED WITH 1/2" GYP. BOARD ECH. SIDE, PROVIDE GREEN-BOARD OR DUR-O-ROC IN BATHROOM & KITCHEN AREAS (WET AREAS) AS NEEDED., REFER TO PLAN LOCATIONS FOR WIDER CHASE-WALL FRAMING & RATED WALL LIMITS
- INTERIOR CLGS. FINISHED WITH MTL. CHANNEL FURRING @ 16"O.C., WITH R-30 BATT. INSULATION THROUGHOUT & FINISHED WITH 5/8" GYP. CEILING BOARD. NEW CEILING HGT.= 8'-7" A.A.F. (OPTIONAL 1"x3"WD. CLG. FURRING @ 16"O.C., ACCEPTABLE)
- EXISTING WALL REQUIRES A FIRE-WALL TO ROOF DECK== NEW 3 5/8"-20GA. MTL. STUDS @ 16"O.C., AND PROVIDE R-13 BATT. INSUL. OR MINERAL-WOOL THROUGHOUT, FINISH WITH ONE LAYER 5/8" TYPE-X GYPSUM BOARD EACH SIDE.. PROVIDE GREEN-BOARD IN KITCHEN AREAS (WET AREAS) AS NEEDED. REFER TO PLAN LOCATIONS FOR FIRE-RATED WALL LIMITS (1HR. FIRE-RATED TENANT SEPARATION WALL, DESIGN NO. U465- ANSI/UP. 263)

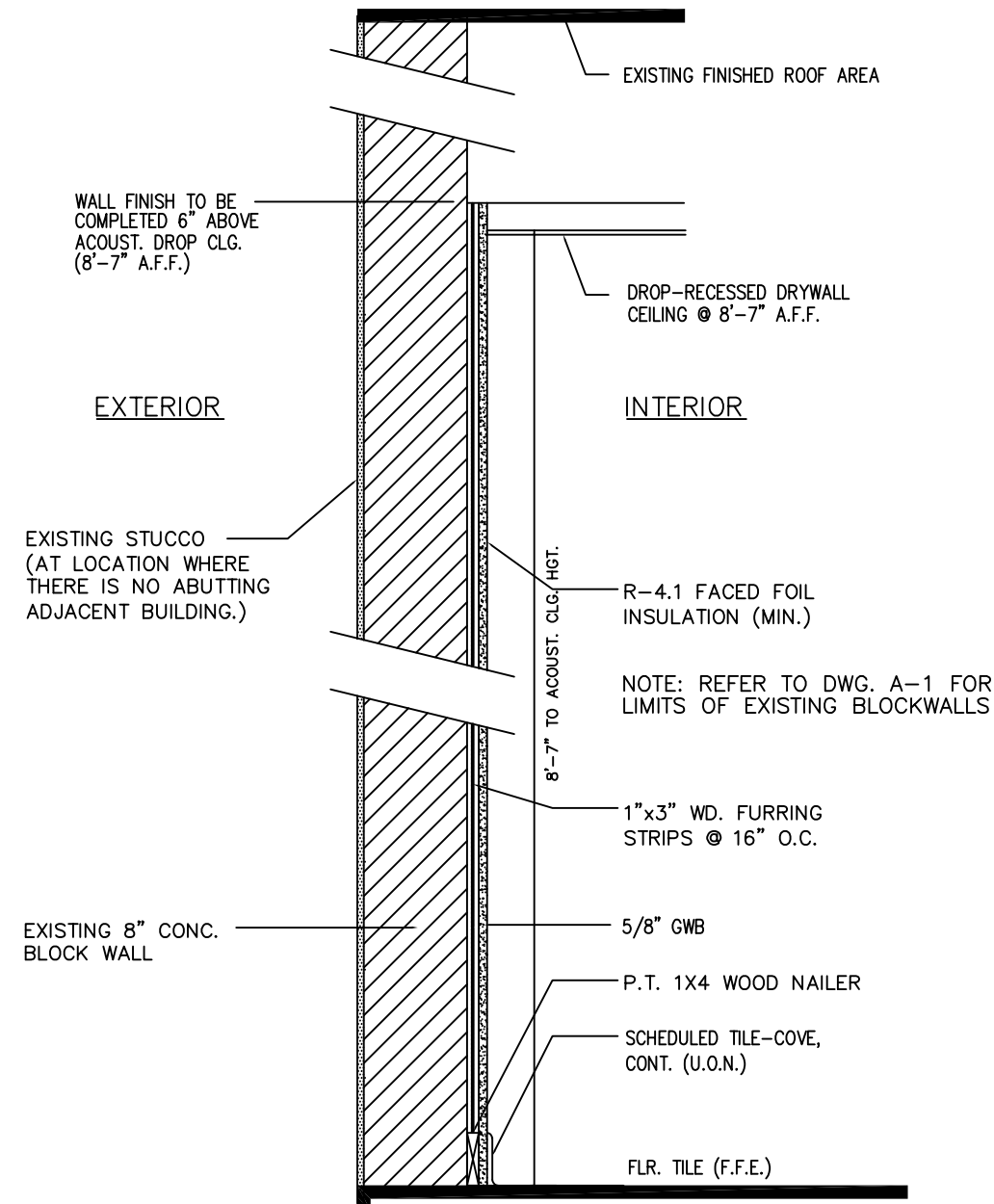
WINDLOAD DESIGN PRESSURES BASED ON FENESTRATION VOLUNTARY WIND-LOAD., PER ASCE 7-16 METHOD 1, PART 1... WIND 180 MPH. (3-SEC. GUST), EXPOSURE-D, Kd.= 0.85 / Kzt.= 1.0, RISK CAT. II, ALLOWABLE STRESS DESIGN (ASD.) METHOD., P.= 0.6W.

CONTRACTOR TO VERIFY ALL MASONRY (R/O.) OPENING SIZES TO FIT DOORS & WINDOWS AS PLAN SPECIFIED., NOTIFY ENGINEER OF CONFLICTS PRIOR TO CONC. POUR.. WINDOW & DOOR MANUF'S. (BRAND NAMES) AS SPECIFIED OR APPROVED EQUAL, BY OWNER AND ENGINEER

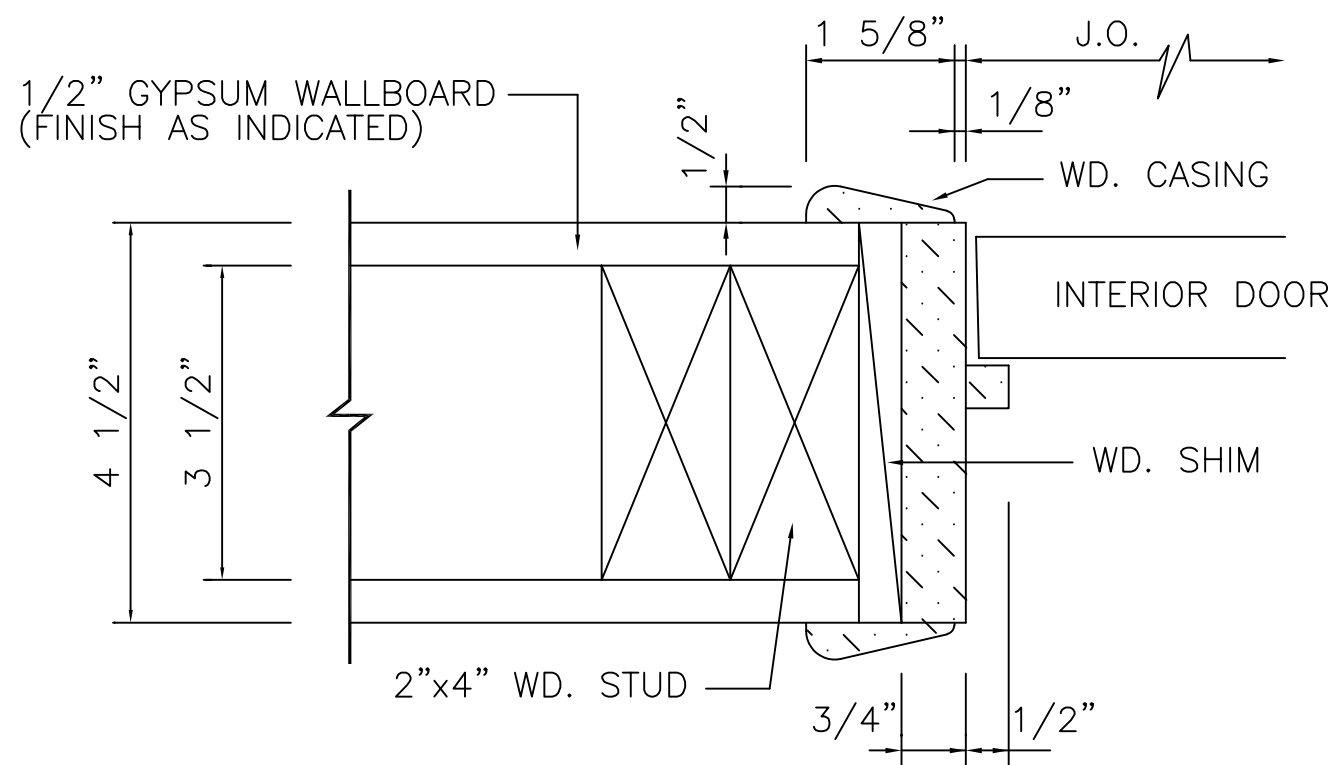
ALONG EACH SIDE OF OPENING, PROVIDE (1) #5BAR VERT. IN CONC. FILLED CELL OR FORMED COLUMN AS NEEDED, DOWEL-EPOXY INTO UPPER & LOWER TIE-BEAM., MINIMUM 4"inch. EMBED INTO EACH BEAM..



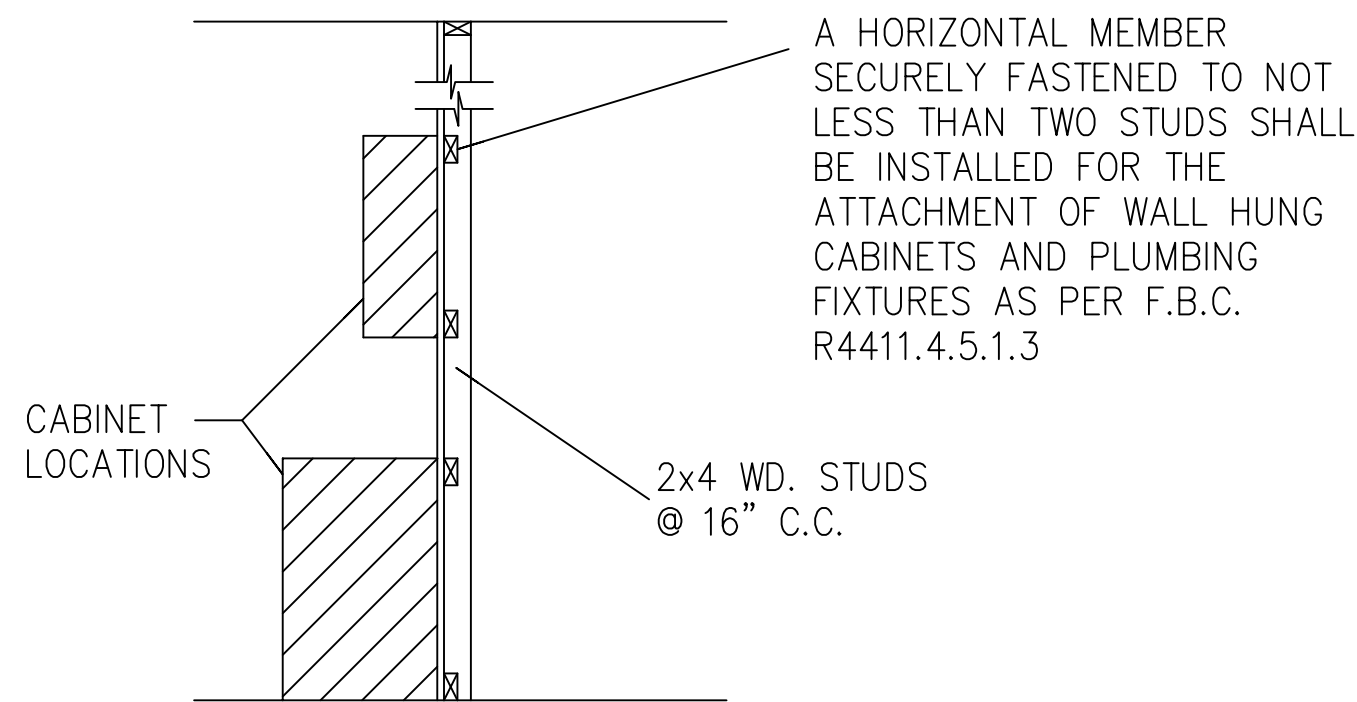
FLUSH ACOUST. CLG. DETAIL



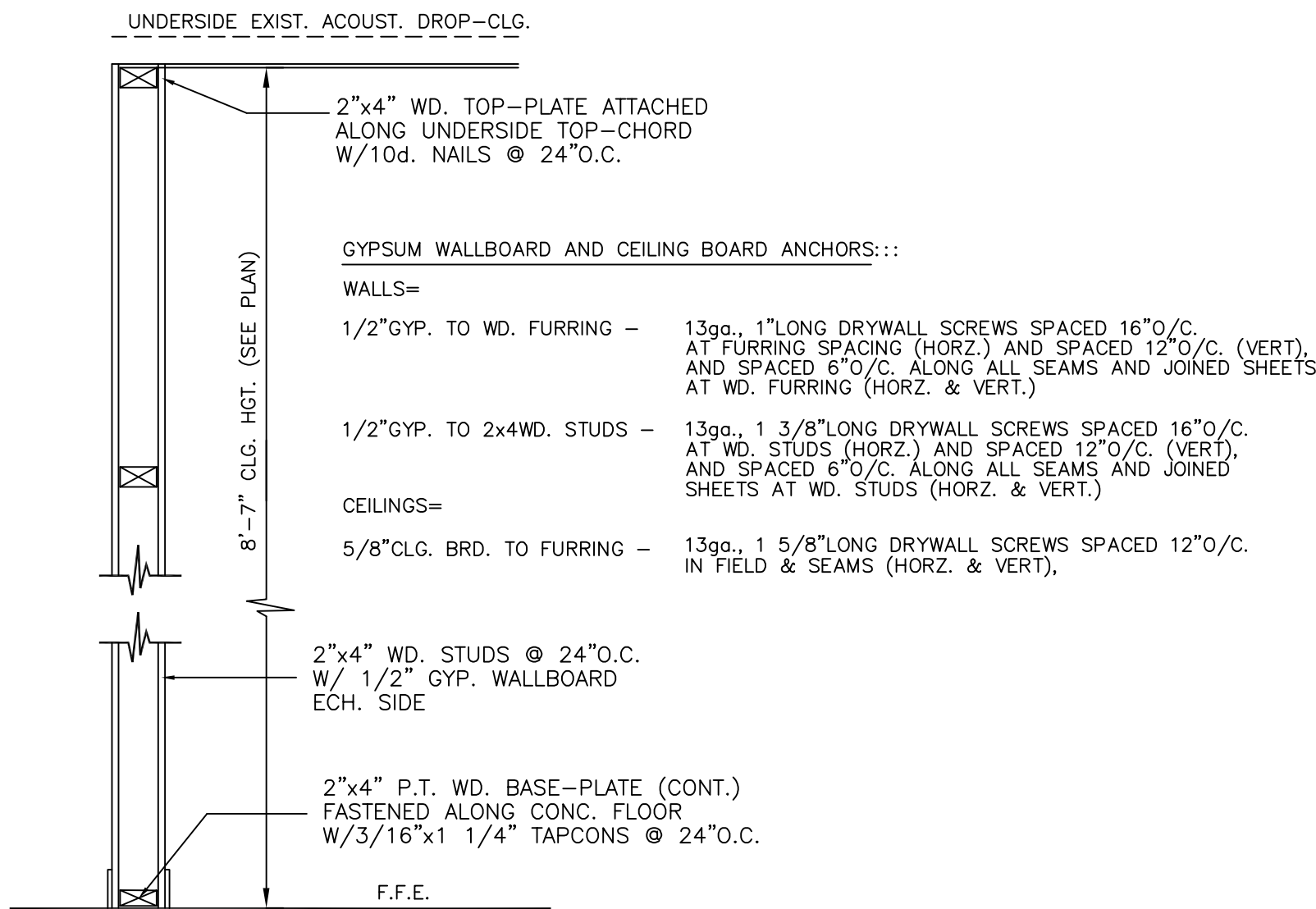
EXIST. CONC. BLOCKWALL DETAIL



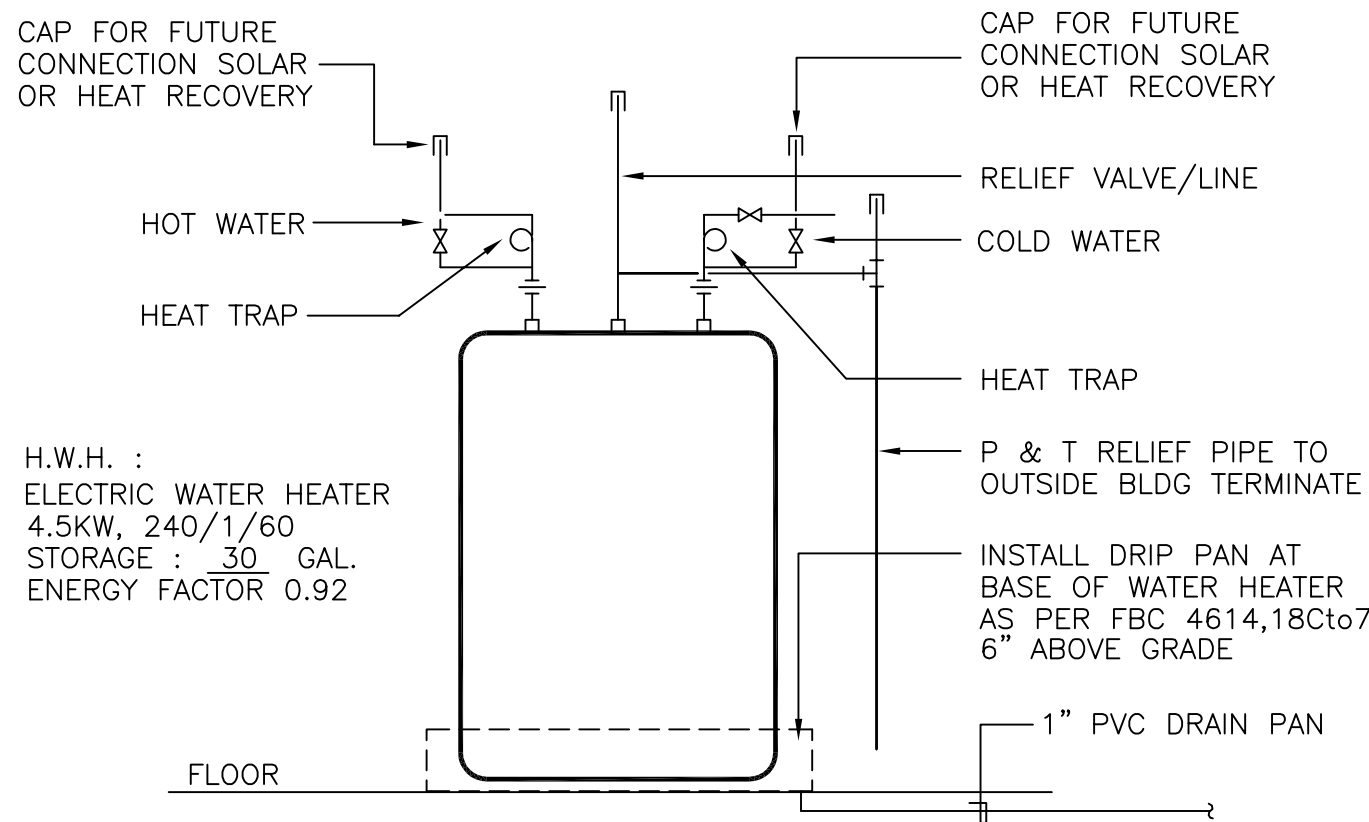
INTERIOR JAMB DETAIL



WALL-HUNG CABINETS



TYP. INT. WALL SECTION



WATER HEATER INSTALL DETAIL

REVISIONS	BY

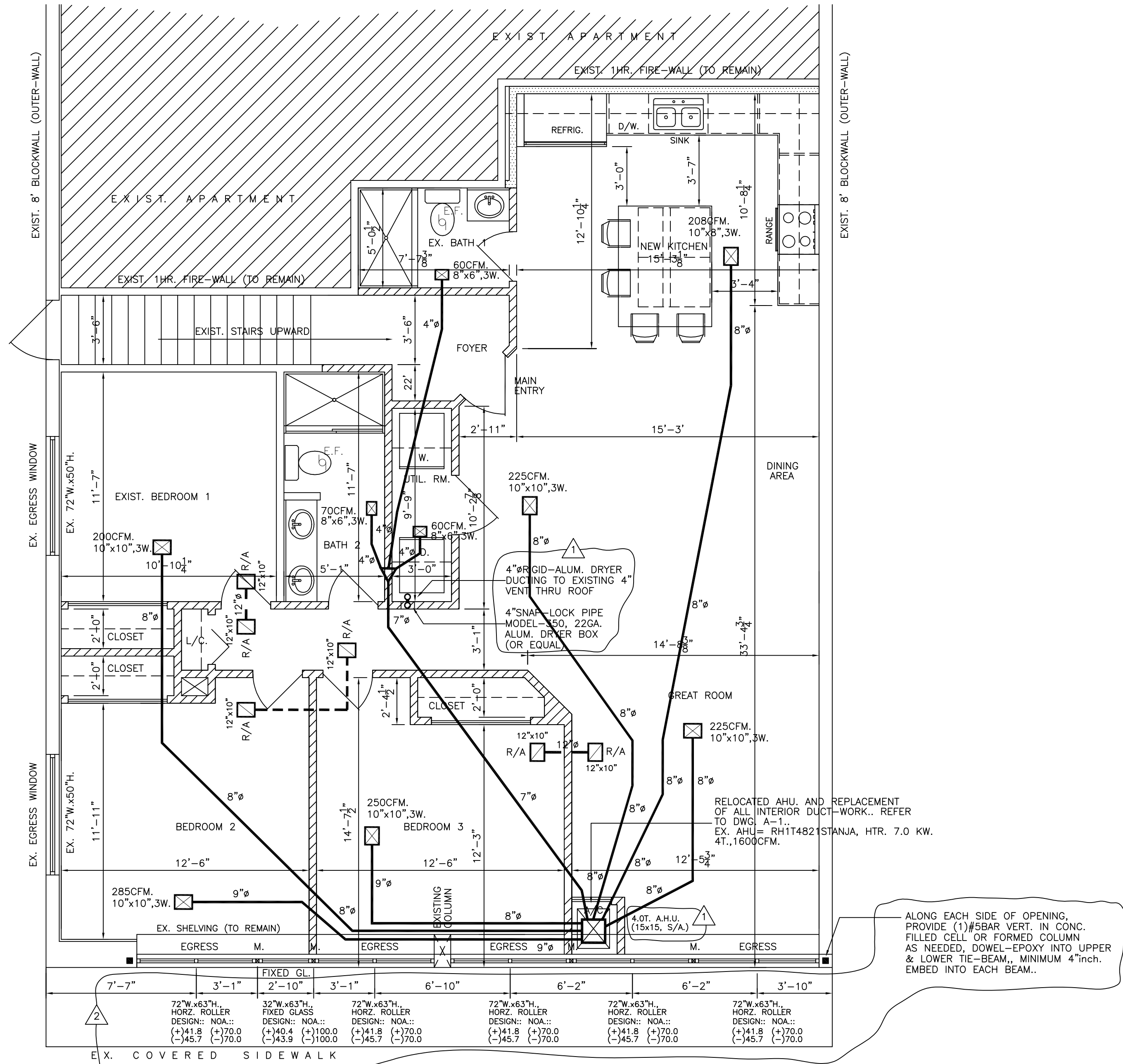
FOR::: 233 - UNIT "C", EAST COMMERCIAL BLVD.
FOLIO :: 4943-18-07-0420 , LAUDERDALE BY THE SEA , FL. 33308

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CHARLES O. BUCKALEW, P.E.
LICENSE NO. 24242

DATE	OCT., 2022
SCALE	AS NOTED
BY	C.R.W.
JOB	OC-2297
SHT	A-2



2nd. FLOOR HVAC - FLOOR PLAN

SCALE:: 1/4"=1'-0"

GENERAL NOTES & SPECIFICATIONS ::

- THE WORK THAT IS TO BE DONE UNDER THIS HEADING INCLUDES THE FURNISHING OF ALL LABOR, MATERIALS AND EQUIPMENT, PERMITS, FEES, INSPECTIONS, TESTS, INSURANCE, ETC., REQUIRED FOR THE COMPLETION OF THE AIR CONDITIONING, HEATING AND VENTILATION SYSTEMS SHOWN ON DRAWINGS OR LISTED BELOW.
- THE DRAWINGS ARE GENERALLY DIAGNOMATIC. THEY DO NOT SHOW EVERY BEND, OFF-SET, ELBOWS OR OTHER FITTINGS WHICH MAY BE REQUIRED FOR THE INSTALLATION IN THE SPACE ALLOCATED, OR FOR COORDINATION WITH OTHER TRADES.
- DRAWINGS ARE NOT TO BE SCALED. UNLESS SPECIFIC DIMENSIONS ARE SHOWN, THE ARCHITECTURAL AND/OR STRUCTURAL DRAWINGS, AND SITE CONDITIONS SHALL GOVERN EXACT LOCATION OF MECHANICAL EQUIPMENT AND APPURTENANCES.
- DUCTWORK:
 - SUPPLY AND RETURN AIR DUCTS, SHALL BE CONSTRUCTED OF 1" THICK STANDARD DUTY FIBERGLASS BOARD FLAMEPROOF REINFORCED ALUMINUM FACED COVER IN ACCORDANCE WITH N.F.P.A. NO.90 AS MANUFACTURED BY OWENS-CORNING. DUCTWORK SHALL BE FABRICATED AND INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. USE 1 1/2 INCH THICK R=6.0 DUCTBOARD IN TRUSS/ATTIC SPACE.
 - FLEXIBLE DUCTWORK SHALL BE SELF SUPPORTING ALUMINUM CONSTRUCTION AND INSULATED WITH BLANKET TYPE INSULATION WITH EXTERIOR VAPOR BARRIER WITH R=4.2 (R=6.0 BELOW ROOF AREAS), U.L. LISTED CLASS 1 AIR DUCT, NFPA 90A APPROVED, THERMOFIBER OR APPROVED EQUAL.
 - ALL DUCT ELBOWS SHALL BE FITTED WITH TURNING VANES.
 - VENTILATION AND TOILET EXHAUST DUCTWORK SHALL BE CONSTRUCTED OF GALV. FLEX-DUCT (OR EQUAL), CONSTRUCTED IN ACCORDANCE WITH THE LATEST A.S.H.R.A.E. GUIDE AND S.M.A.C.N.A. RECOMMENDATIONS. ALL EXHAUST THROUGH ROOF SHALL TERMINATE MINIMUM OF 8" ABOVE FINISHED ROOF IN ACCORDANCE WITH F.B.C. REQUIREMENTS.
- PROVIDE ACCESS PANELS IN ALL WALL AND CEILINGS FOR ALL VALVES, DAMPERS, CONTROL DEVICES, ETC. ACCESS PANELS SHALL BE MILCO FLUSH TYPE.

8. INSULATION:

PIPING-CONDENSATE PIPING AND REFRIGERATION SUCTION PIPING SHALL BE INSULATED WITH 3/4" FIRE RATED FLEXIBLE FOAM INSULATION, FINISHED WHERE EXPOSED WITH 2 COATS OF WHITE LATEX PAINT ALL AS PER THE MANUFACTURER'S INSTRUCTIONS.

9. FILTERS:

- PROVIDE TWO SETS OF TEMPORARY FIBERGLASS THROWAWAY FILTERS OF THE SAME THICKNESS AS FINAL FILTERS FOR USE DURING CONSTRUCTION.
- PROVIDE TWO COMPLETE SETS OF FINAL FILTERS.

10. TESTING:

- BALANCE AIR SYSTEM TO DELIVER QUANTITIES AT EACH OUTLET WITHIN 10% USING A.A.B.C. PROCEDURES AND TESTS.

11. VIBRATION ISOLATION: ALL EQUIPMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR AS SPECIFIED ON DRAWINGS.

12. VERIFY ALL VOLTAGES WITH ELECTRICAL CONTRACTORS BEFORE ORDERING ANY EQUIPMENT.

13. AIR DISTRIBUTION, AIR HANDLING UNITS, FANS, AND AIR COOLED CONDENSING UNITS SHALL BE AS SCHEDULED ON THE DRAWINGS OR EQUAL.

14. SUBMIT SHOP DRAWINGS OF ALL MATERIALS, DUCTWORK AND EQUIPMENT FOR REVIEW PRIOR TO FABRICATION. (ONLY AS ENGINEER SPECIFIED)

15. CONTROL:

- ALL ELECTRICAL WIRING AND CONDUIT SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR.

16. THERMOSTATS SHALL BE HEAT-COOL TYPE WITH FAN AND SELECTOR SWITCHES ON SUB BASE. LOCATED WHERE INDICATED ON PLANS AS PER SPECIFIED UNIT MANUFACTURER.

17. ALL EQUIPMENT AND MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR. COMPRESSORS SHALL CARRY 5 YEAR FACTORY GUARANTEE. FURNISH 90 DAYS FREE SERVICE.

18. CONTRACTORS SHALL VERIFY SPACE CONDITIONS AND DIMENSIONS AND SHALL COORDINATE WORK WITH ALL OTHER TRADES AT JOBSITE PRIOR TO FABRICATION AND INSTALLATION OF DUCTWORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FULL COORDINATION OF THIS WORK WITH THAT OF ALL OTHER TRADES.

19. REFRIGERANT PIPING SHALL BE TYPE 1/2" COPPER TUBING WITH WROUGHT COPPER FITTINGS AND SILVER SOLDERED JOINTS. PIPING SHALL BE SIZED AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS FOR EQUIPMENT LOCATIONS SHOWN.

20. ALL FAN DRIVES SHALL BE ADJUSTED TO DELIVER THE SPECIFIED CFM AGAINST THE ACTUAL STATIC PRESSURE OF THE INSTALLATION.

21. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA BUILDING CODE, AND ALL LOCAL MUNICIPAL & COUNTY CODES AND ORDINANCES HAVING JURISDICTION.

22. NAMING OF ACCEPTABLE MANUFACTURERS DOES NOT RELIEVE THE CONTRACTORS FROM COMPLYING WITH ALL THE BASIS OF DESIGN REQUIREMENTS SHOWN ON CONTRACT DRAWINGS AND/OR SPECIFICATION.

23. AIR DISTRIBUTION SHALL BE OF EXTRUDED ALUMINUM CONSTRUCTION AS MANUFACTURED BY TITUS OR EQUAL FINISH SHALL BE OFF-WHITE :

- 'A' CEILING DIFFUSER : MODEL 250-AA W/ O.B.D.
'B' SIDEWALL REGISTER : MODEL 272FSS W/ O.B.D.
'C' CEILING/WALL GRILLE : MODEL 3FL

FURNISH AIR DISTRIBUTION DEVICES COMPLETE WITH FRAME FOR DRY WALL CEILING INSTALLATION.

INSULATED VALUES :

PERIM. BLOCKWALL = R-4.1
UPPER-ATTIC AREA = R-30

HVAC DESIGN REQUIREMENTS	YES	
DUCT SMOKE DETECTOR		NO
FIRE DAMPER(S)		NO
SMOKE DAMPER(S)		NO
FIRE RATED ENCLOSURE		NO
FIRE RATED ROOF/FLOOR		NO
CEILING ASSEMBLY		NO
FIRE STOPPING		NO
SMOKE CONTROL		NO

AHRI CERTIFIED REF. NO.:: 201294083

Equipment	Rheem 4 Ton, 16.0 SEER		
Condensing Unit Model #	RA1648AJ1		
Air Handler Unit Model #	RH1T4821STANJA		
Heat Strips	7kw		
Fan Performance	1583 CFM @ .10 Static		
Total Cap.-	45500	Sensible Cap.-	33500
AHU Size	High- 53.43	Wide-	24.50
		Deep-	21.00

Electrical Data	Model #	Phase / Volts	Fuse or HACR Circuit Breaker Max Amps	Comp. RLA	Comp. LRA
Condensing Unit	RA1648AJ1	1-60-208/230	30	14.1	77.0
AHU / Heater	7kw	1-60-208/230	50		

EXH. FAN (E.F.) = BROAN MODEL #XB80, 80CFM.
EXHAUST FAN
0.8 SONES, <0.3 SONES-7.6W.
VENT WITH 4" Ø DUCT V.T.R.
(OR EQUAL)

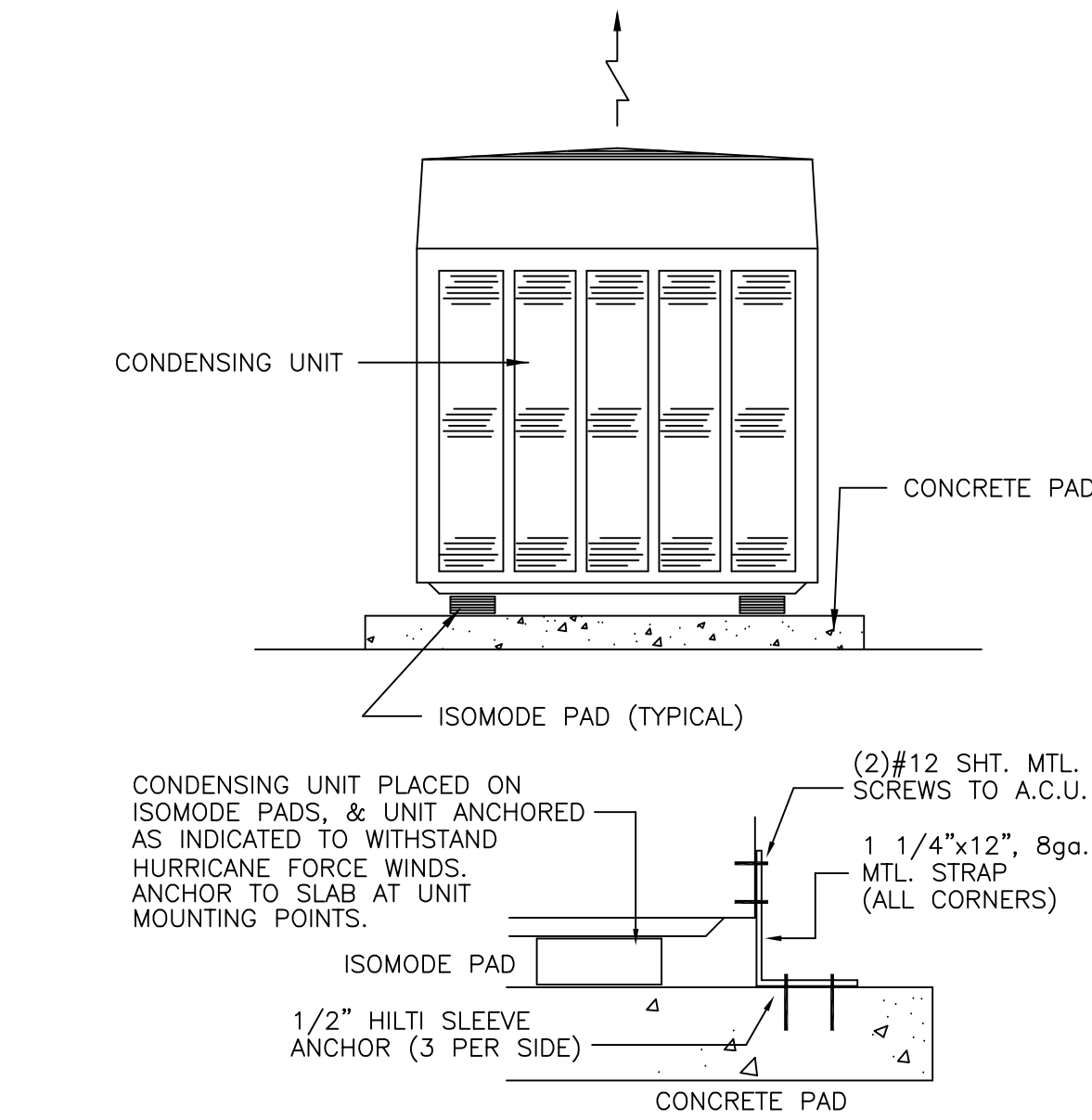
UNIT NOTES :

- PROVIDE UNIT MOUNTED CIRCUIT BREAKER FOR AIR HANDLING UNIT.
- PROVIDE ANTI-SHORT CYCLE TIMER FOR CONDENSING UNIT.
- PROVIDE PROGRAMMABLE TYPE THERMOSTAT FOR AIR HANDLING UNIT.
- R-6 DUCTWORK.
- USE RETURN AIR GRILL THRU UTILITY WALL.
- PIPING:

A.H.U. UNIT :

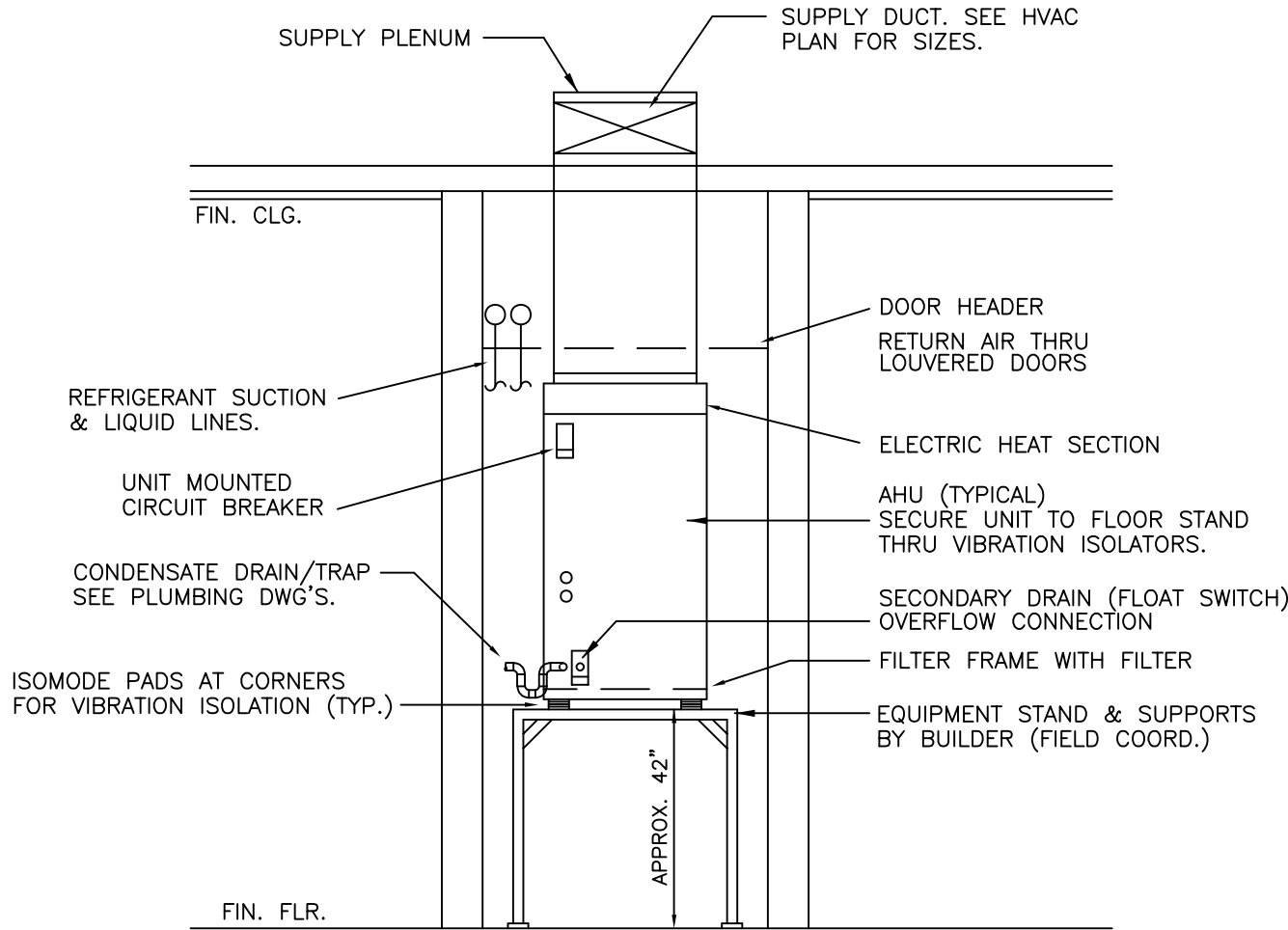
AUXILIARY DRAIN PANS SHALL BE REQUIRED. SIZE & MAKE SHALL MEET MIN. REQUIREMENTS OF THE F.M.C., M307.2.3. A SEPARATE DRAIN LINE SHALL EXTEND FROM THE PAN TO A CONSPICUOUS POINT & SERVE AS AN ALARM INDICATING THAT THE PRIMARY LINE (CONDENSATE) IS RESTRICTED. CONDENSATE LINES SHALL BE TRAPPED AS SPECIFIED BY UNIT MANUF.

A.H.U. SHALL HAVE A CONDENSATE FLOAT SWITCH, TO CONTROL OVERFLOW THAT WILL AUTOMATICALLY SHUT DOWN THE A/C SYSTEM. THIS DEVICE SHALL BE CONNECTED TO THE SECONDARY DRAIN OUTLET ON THE A.H.U. (BECKETT MODEL NO. 4NFW97, OR APPROVED EQUAL)



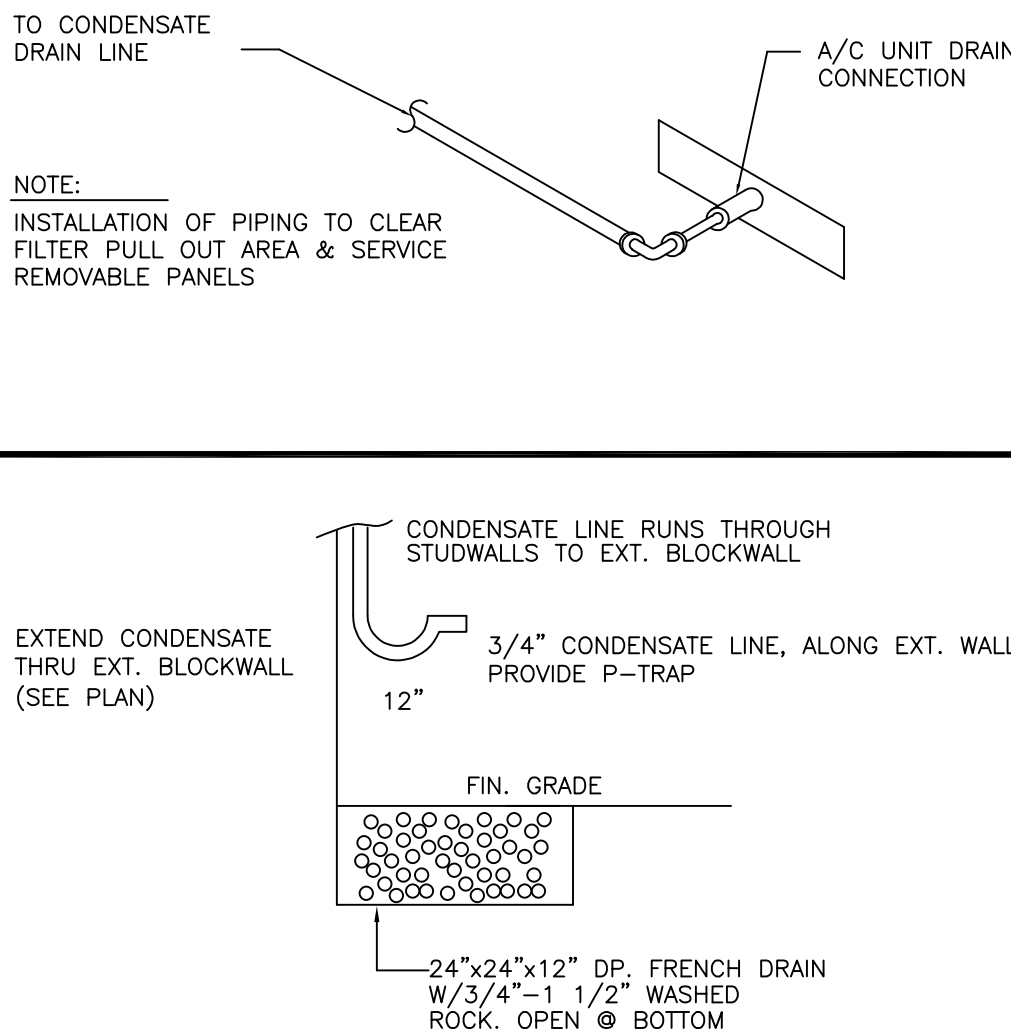
EXISTING UNIT TO REMAIN, NO CHANGES

A.C.U. PAD DETAIL

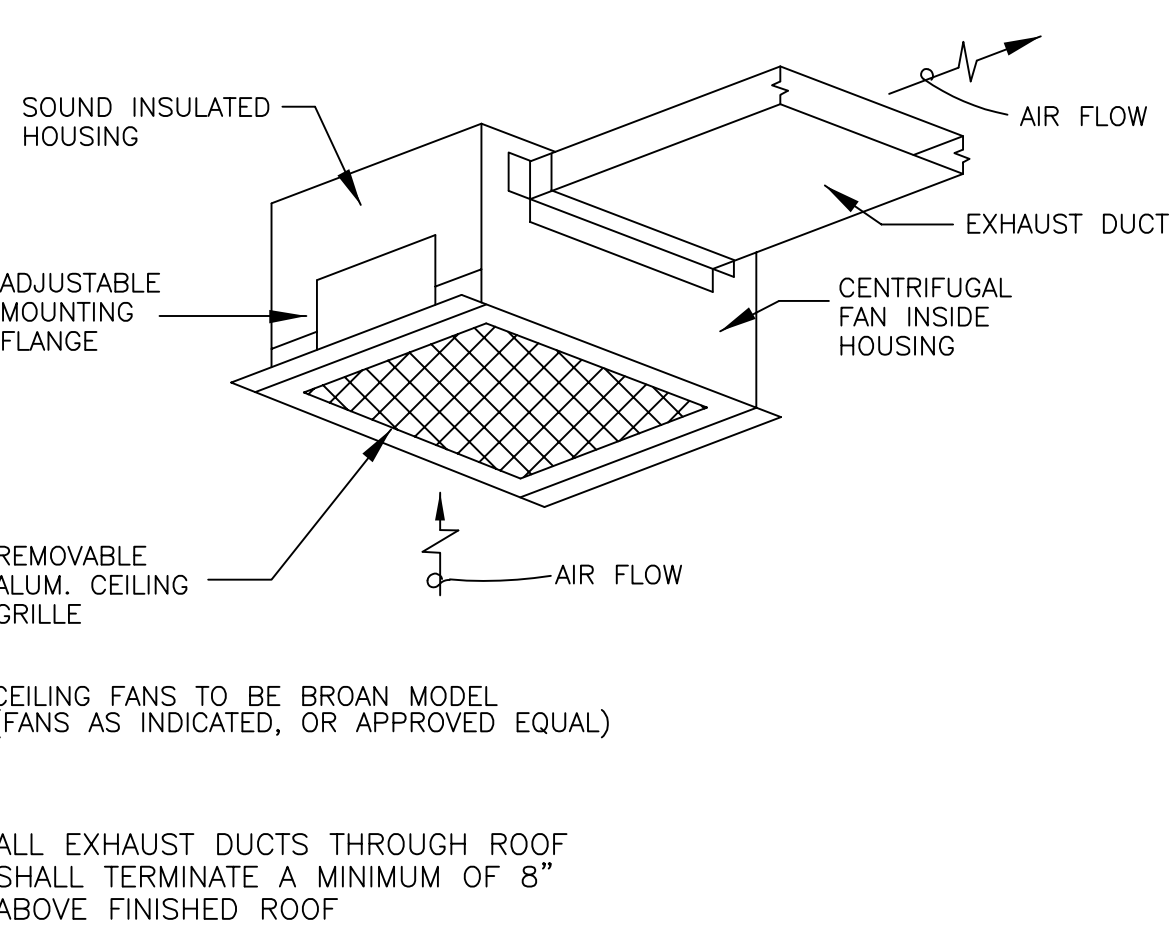


RELOCATE EXISTING UNIT (AHU) AND REDO DUCTWORK

A.H.U. CLOSET DETAIL



CONDENSATE DETAILS



EXHAUST FAN DETAIL

REVISIONS	BY
03-08-22, REV.	PER
CITY REVIEW	OW.
09-08-22, REV.	PER
ZONING REVIEW	OW.

FOR::: 233 EAST COMMERCIAL BLVD. - AIRB-B

Charles O. Buckalew

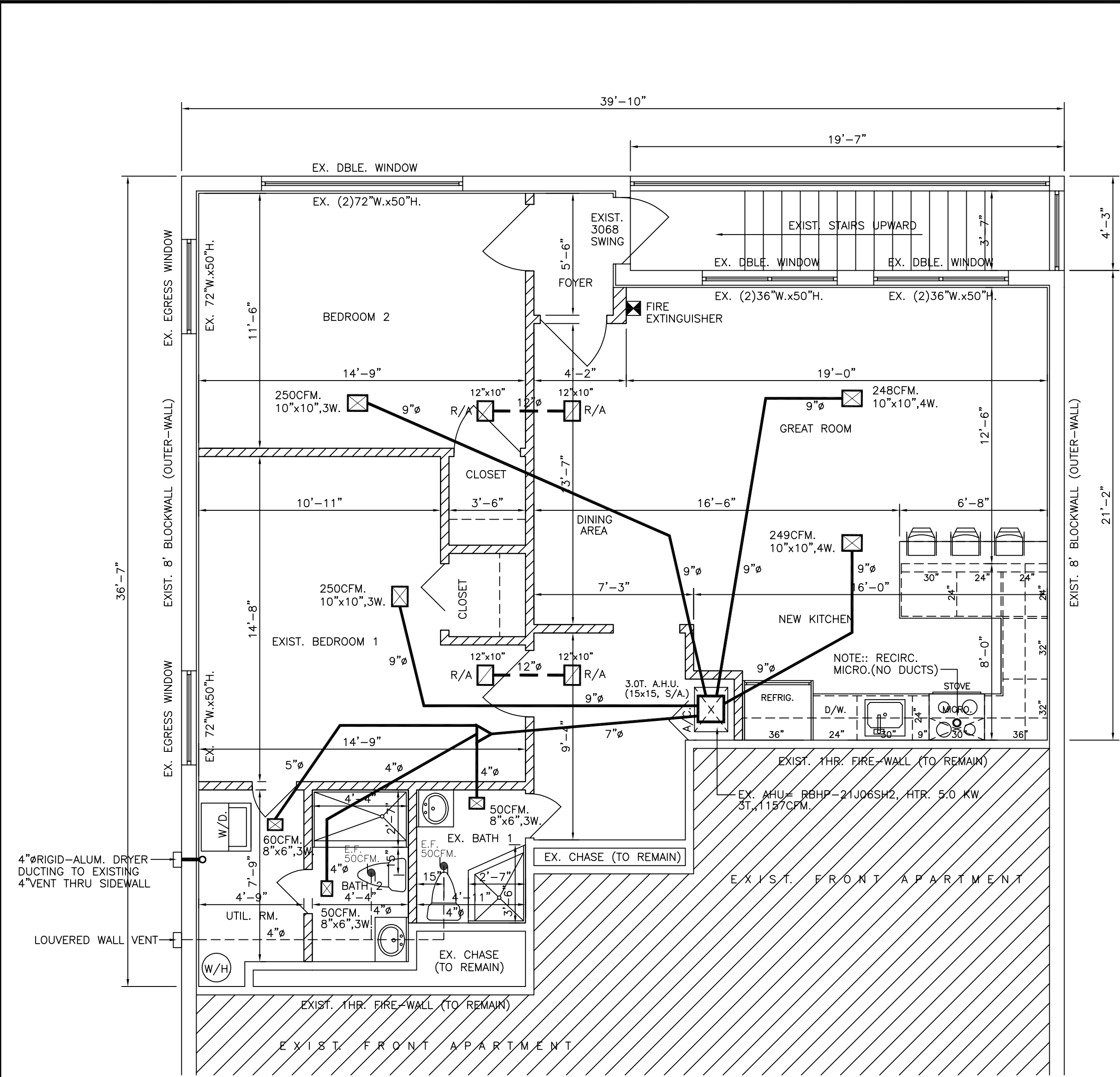
Consulting Engineering Services, Inc.
801 South Ocean Drive, Suite 201
Hollywood, Florida 33019
C.O.A. Number: 6255

Tele. : (954) 558-1189 Fax. : (954) 929-8988



CHARLES O. BUCKALEW, P.E.
FLORIDA REG. NO. 24842

DATE	DEC., 2019
SCALE	1/4"=1'-0"
BY	C.R.W.
JOB	DE-1997
SHT	AC-1



2nd. FLOOR

HVAC - FLOOR PLAN

SCALE:: 1/4"=1'-0"

GENERAL NOTES & SPECIFICATIONS ::

1. THE WORK THAT IS TO BE DONE UNDER THIS HEADING INCLUDES THE FURNISHING OF ALL LABOR, MATERIALS AND EQUIPMENT, PERMITS, FEES, INSPECTIONS, TESTS, INSURANCE, ETC., REQUIRED FOR THE COMPLETION OF THE AIR CONDITIONING, HEATING AND VENTILATION SYSTEMS SHOWN ON DRAWINGS OR LISTED BELOW.

2. THE DRAWINGS ARE GENERALLY DIAGRAMATIC. THEY DO NOT SHOW EVERY BEND, OFF-SET, ELBOWS OR OTHER FITTINGS WHICH MAY BE REQUIRED FOR THE INSTALLATION IN THE SPACE ALLOCATED, OR FOR COORDINATION WITH OTHER TRADES.

3. DRAWINGS ARE NOT TO BE SCALED. UNLESS SPECIFIC DIMENSIONS ARE SHOWN, THE ARCHITECTURAL AND/OR STRUCTURAL DRAWINGS, AND SITE CONDITIONS SHALL GOVERN EXACT LOCATION OF MECHANICAL EQUIPMENT AND APPURTENANCES.

4. DUCTWORK:

A. SUPPLY AND RETURN AIR DUCTS, SHALL BE CONSTRUCTED OF 1" THICK STANDARD DUTY FIBERGLASS BOARD FLAMEPROOF REINFORCED ALUMINUM FACED COVER IN ACCORDANCE WITH N.F.P.A. NO.90 AS MANUFACTURED BY OWENS-CORNING. DUCTWORK SHALL BE FABRICATED AND INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. USE 1 1/2 INCH THICK R=6.0 DUCTBOARD IN TRUSS/ATTIC SPACE.

B. FLEXIBLE DUCTWORK SHALL BE SELF SUPPORTING ALUMINUM CONSTRUCTION AND INSULATED WITH "BLANKET" TYPE INSULATION WITH EXTERIOR VAPOR BARRIER WITH R=4.2 (R=6.0 BELOW ROOF AREAS), U.L. LISTED CLASS 1 AIR DUCT, NFPA 90A APPROVED. THERMOFOL OR APPROVED EQUAL.

5. ALL DUCT ELBOWS SHALL BE FITTED WITH TURNING VANES.

6. VENTILATION AND TOILET EXHAUST DUCTWORK SHALL BE CONSTRUCTED OF GALV. FLEX-DUCT (OR EQUAL), CONSTRUCTED IN ACCORDANCE WITH THE LATEST A.S.H.R.A.E. GUIDE AND S.M.A.C.N.A. RECOMMENDATIONS. ALL EXHAUST THROUGH ROOF SHALL TERMINATE MINIMUM OF 8" ABOVE FINISHED ROOF IN ACCORDANCE WITH F.B.C. REQUIREMENTS.

7. PROVIDE ACCESS PANELS IN ALL WALL AND CEILINGS FOR ALL VALVES, DAMPERS, CONTROL DEVICES, ETC. ACCESS PANELS SHALL BE MILCOR FLUSH TYPE.
8. INSULATION:

PIPING-CONDENSATE PIPING AND REFRIGERATION SUCTION PIPING SHALL BE INSULATED WITH 3/4" FIRE RATED FLEXIBLE FOAM INSULATION. FINISHED WHERE EXPOSED WITH 2 COATS OF WHITE LATEX PAINT ALL AS PER THE MANUFACTURER'S INSTRUCTIONS.

9. FILTERS:

A. PROVIDE TWO SETS OF TEMPORARY FIBERGLASS THROWAWAY FILTERS OF THE SAME THICKNESS AS FINAL FILTERS FOR USE DURING CONSTRUCTION.

B. PROVIDE TWO COMPLETE SETS OF FINAL FILTERS.

10. TESTING:

A. BALANCE AIR SYSTEM TO DELIVER QUANTITIES AT EACH OUTLET WITHIN 10% USING A.A.B.C. PROCEDURES AND TESTS.

11. VIBRATION ISOLATION: ALL EQUIPMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR AS SPECIFIED ON DRAWINGS.

12. VERIFY ALL VOLTAGES WITH ELECTRICAL CONTRACTORS BEFORE ORDERING ANY EQUIPMENT.

13. AIR DISTRIBUTION, AIR HANDLING UNITS, FANS, AND AIR COOLED CONDENSING UNITS SHALL BE AS SCHEDULED ON THE DRAWINGS OR EQUAL.

14. SUBMIT SHOP DRAWINGS OF ALL MATERIALS, DUCTWORK AND EQUIPMENT FOR REVIEW PRIOR TO FABRICATION. (ONLY AS ENGINEER SPECIFIED)

15. CONTROL:

A. ALL ELECTRICAL WIRING AND CONDUIT SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR.

16. THERMOSTATS SHALL BE HEAT-COOL TYPE WITH FAN AND SELECTOR SWITCHES ON SUB BASE, LOCATED WHERE INDICATED ON PLANS AS PER SPECIFIED UNIT MANUFACTURER.

17. ALL EQUIPMENT AND MATERIALS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR. COMPRESSORS SHALL CARRY 5 YEAR FACTORY GUARANTEE. FURNISH 90 DAYS FREE SERVICE.

18. CONTRACTORS SHALL VERIFY SPACE CONDITIONS AND DIMENSIONS AND SHALL COORDINATE WORK WITH ALL OTHER TRADES AT JOBSITE PRIOR TO FABRICATION AND INSTALLATION OF DUCTWORK. THE CONTACTOR SHALL BE RESPONSIBLE FOR THE FULL COORDINATION OF THIS WORK WITH THAT OF ALL OTHER TRADES.

19. REFRIGERANT PIPING SHALL BE TYPE "L" COPPER TUBING WITH WROUGHT COPPER FITTINGS AND SILVER SOLDERED JOINTS. PIPING SHALL BE SIZED AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS FOR EQUIPMENT LOCATIONS SHOWN.

20. ALL FAN DRIVES SHALL BE ADJUSTED TO DELIVER THE SPECIFIED CFM AGAINST THE ACTUAL STATIC PRESSURE OF THE INSTALLATION.

21. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA BUILDING CODE, AND ALL LOCAL MUNICIPAL & COUNTY CODES AND ORDINANCES HAVING JURISDICTION.

22. NAMING OF ACCEPTABLE MANUFACTURERS DOES NOT RELIEVE THE CONTRACTORS FROM COMPLYING WITH ALL THE BASIS OF DESIGN REQUIREMENTS SHOWN ON CONTRACT DRAWINGS AND/OR SPECIFICATION.

23. AIR DISTRIBUTION SHALL BE OF EXTRUDED ALUMINUM CONSTRUCTION AS MANUFACTURED BY TITUS OR EQUAL FINISH SHALL BE OFF-WHITE :

'A' CEILING DIFFUSER : MODEL 250-AA W/ O.B.D.
'B' SIDEWALL REGISTER : MODEL 272FSS W/ O.B.D.
'C' CEILING/WALL GRILLE : MODEL 3FL.

FURNISH AIR DISTRIBUTION DEVICES COMPLETE WITH FRAME FOR DRY WALL CEILING INSTALLATION.

Equipment	Rheem 3 Ton, 14.0 SEER			
Condensing Unit Model #	RP1436AJ1NA			
Air Handler Unit Model #	RBHP-21J06SH2			
Heat Strips	5kw			
Fan Performance	1157 CFM @ .10 Static			
Total Cap.-	45500	Sensible Cap.-	33500	Latent Cap.- 12000
AHU Size	High- 35.00	Wide- 24.50	Deep- 21.00	
Electrical Data	Model #	Phase / Volts	Fuse or HACR Circuit Breaker Max Amps	Comp. RLA Comp. LRA
Condensing Unit	RP1436AJ1NA	1-60-208/230	40	14.1 77.0
AHU / Heater	5kw	1-60-208/230	30	

- EXH. FAN (E.F.) = BROAN MODEL #688, 50CFM. EXHAUST FAN
0.9AMPS-- 4.0 SONES...
VENT WITH 4" DUCT V.T.R.
(OR EQUAL)
- UNIT NOTES :
1. PROVIDE UNIT MOUNTED CIRCUIT BREAKER FOR AIR HANDLING UNIT.
 2. PROVIDE ANTI-SHORT CYCLE TIMER FOR CONDENSING UNIT.
 3. PROVIDE PROGRAMMABLE TYPE THERMOSTAT FOR AIR HANDLING UNIT.
 4. R-6 DUCTWORK.
 5. USE RETURN AIR GRILL THRU UTILITY WALL.
 6. PIPING:

A.H.U. UNIT :

AUXILIARY DRAIN PANS SHALL BE REQUIRED. SIZE & MAKE SHALL MEET MIN. REQUIREMENTS OF THE F.M.C., M307.2.3, A SEPARATE DRAIN LINE SHALL EXTEND FROM THE PAN TO A CONSPICUOUS POINT & SERVE AS AN ALARM INDICATING THAT THE PRIMARY LINE (CONDENSATE) IS RESTRICTED. CONDENSATE LINES SHALL BE TRAPPED AS SPECIFIED BY UNIT MANUF.

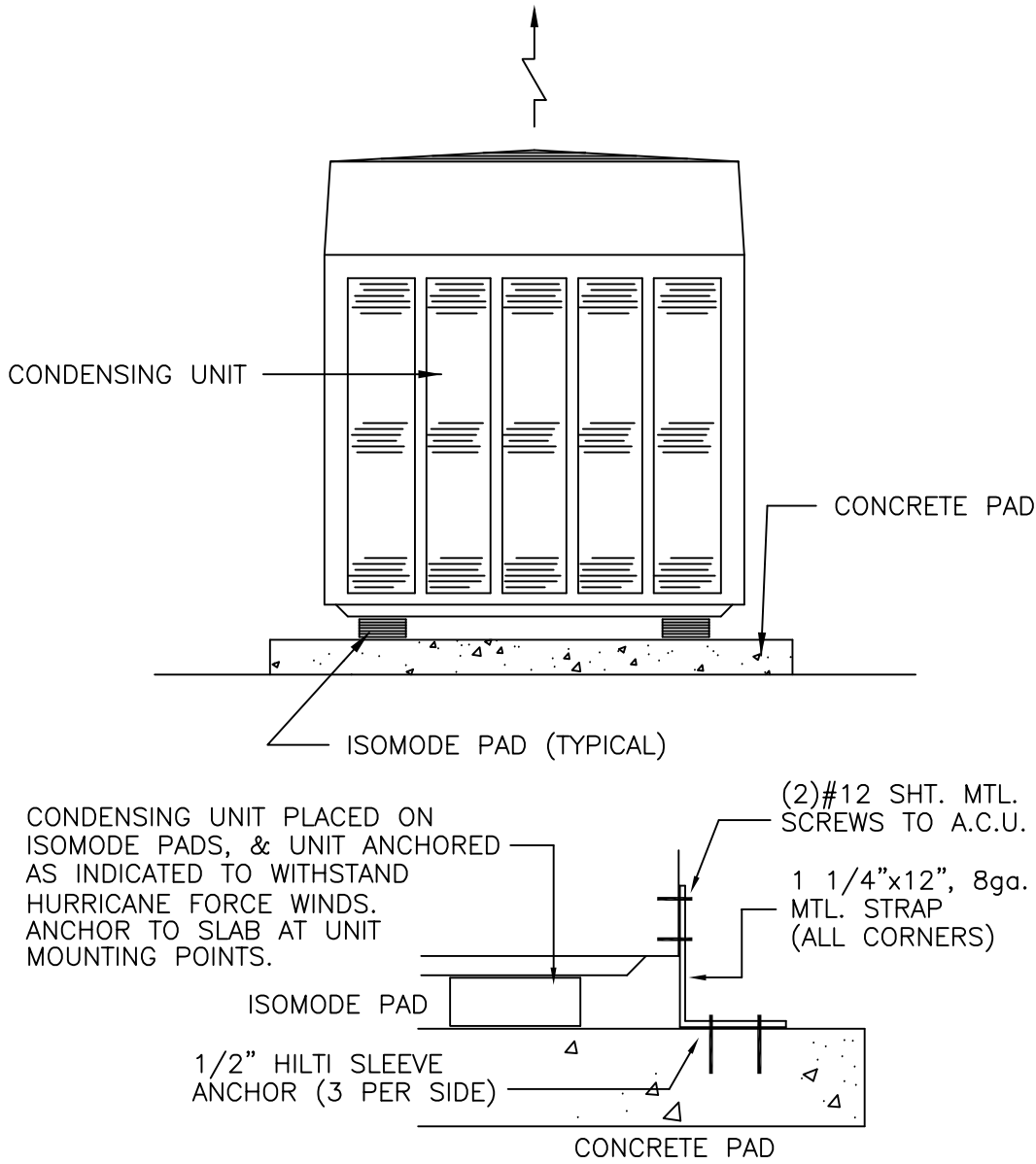
A.H.U. SHALL HAVE A CONDENSATE FLOAT SWITCH, TO CONTROL OVERFLOW THAT WILL AUTOMATICALLY SHUT DOWN THE A/C SYSTEM. THIS DEVICE SHALL BE CONNECTED TO THE SECONDARY DRAIN OUTLET ON THE A.H.U. (BECKETT MODEL NO. 4NFW97, OR APPROVED EQUAL)

Refrigeration Piping
3/8" Liquid Line
7/8" Suction Line
R-3 insulation
Run overhead in attic

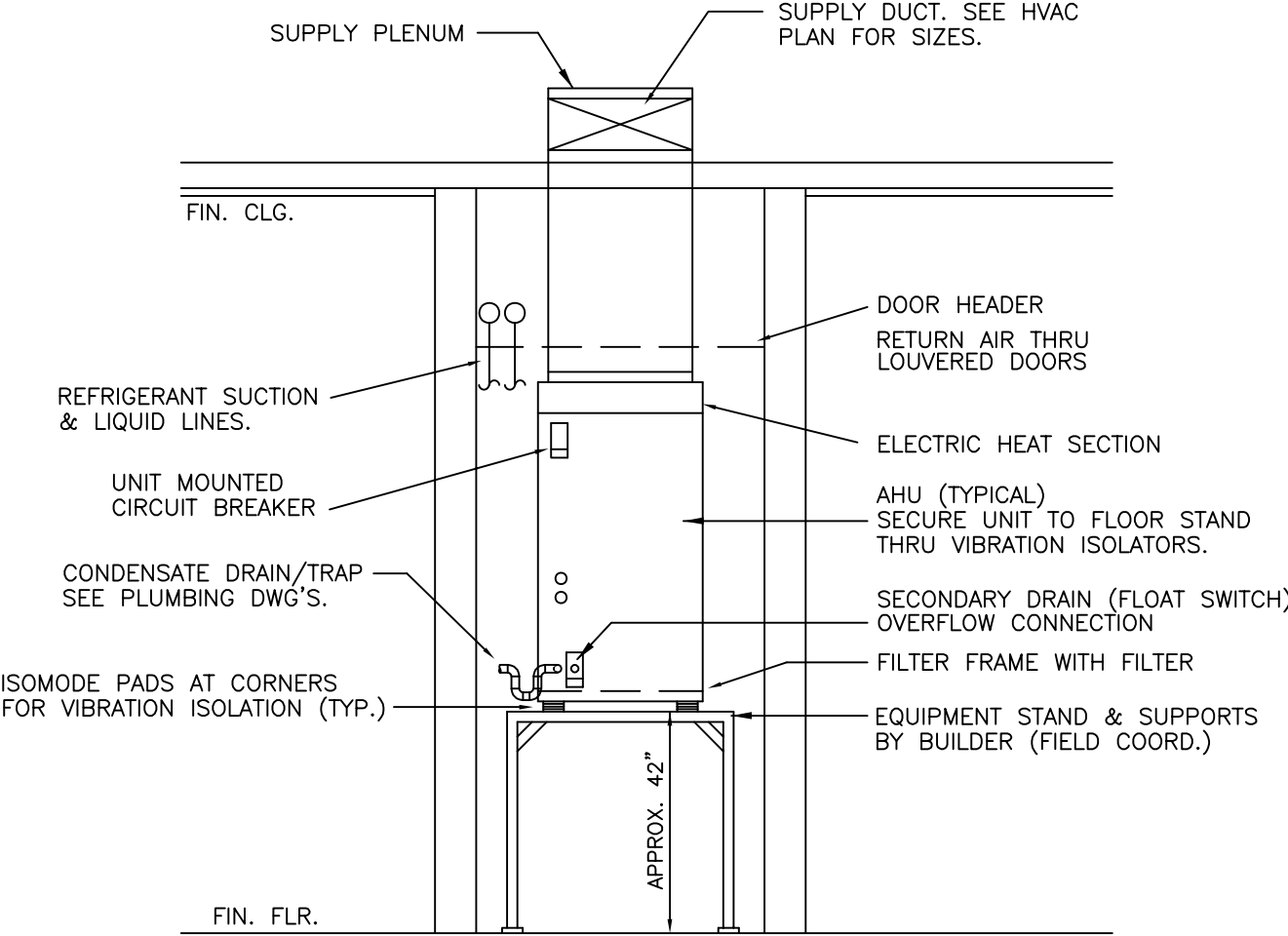
INSULATED VALUES :

PERIM. BLOCKWALL = R-4.1
UPPER-ATTIC AREA = R-30

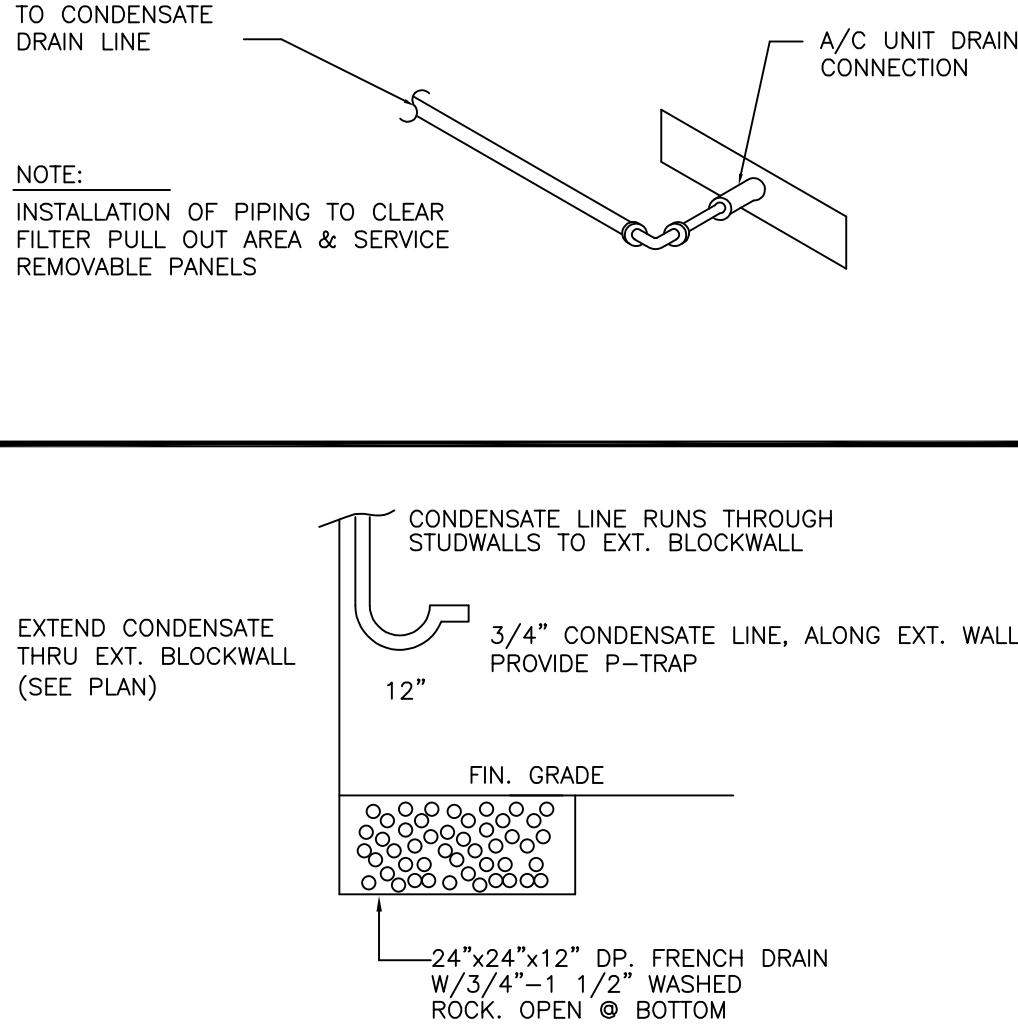
HVAC DESIGN REQUIREMENTS	YES	
DUCT SMOKE DETECTOR	NO	
FIRE DAMPER(S)	NO	
SMOKE DAMPER(S)	NO	
FIRE RATED ENCLOSURE	NO	
FIRE RATED ROOF/FLOOR	NO	
CEILING ASSEMBLY	NO	
FIRE STOPPING	NO	
SMOKE CONTROL	NO	



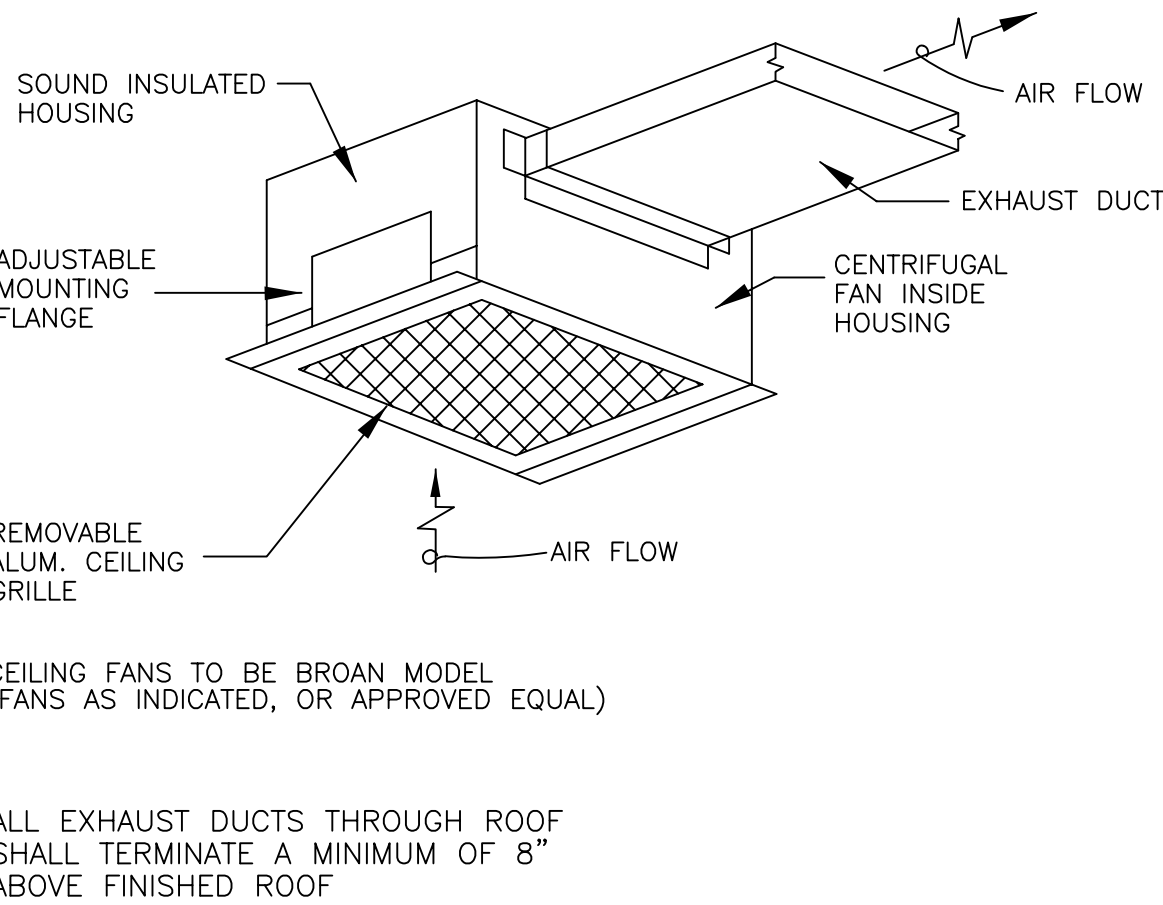
A.C.U. PAD DETAIL



A.H.U. CLOSET DETAIL



CONDENSATE DETAILS



EXHAUST FAN DETAIL

REVISIONS	BY

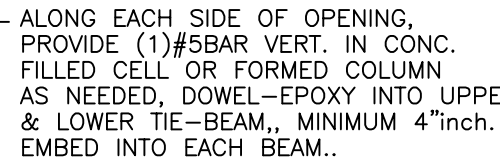
FOR::: 233 - UNIT "C", EAST COMMERCIAL BLVD.
FOLIO :: 4943-18-07-0420 , LAUDERDALE BY THE SEA , FL. 33308

Charles O. Buckalew
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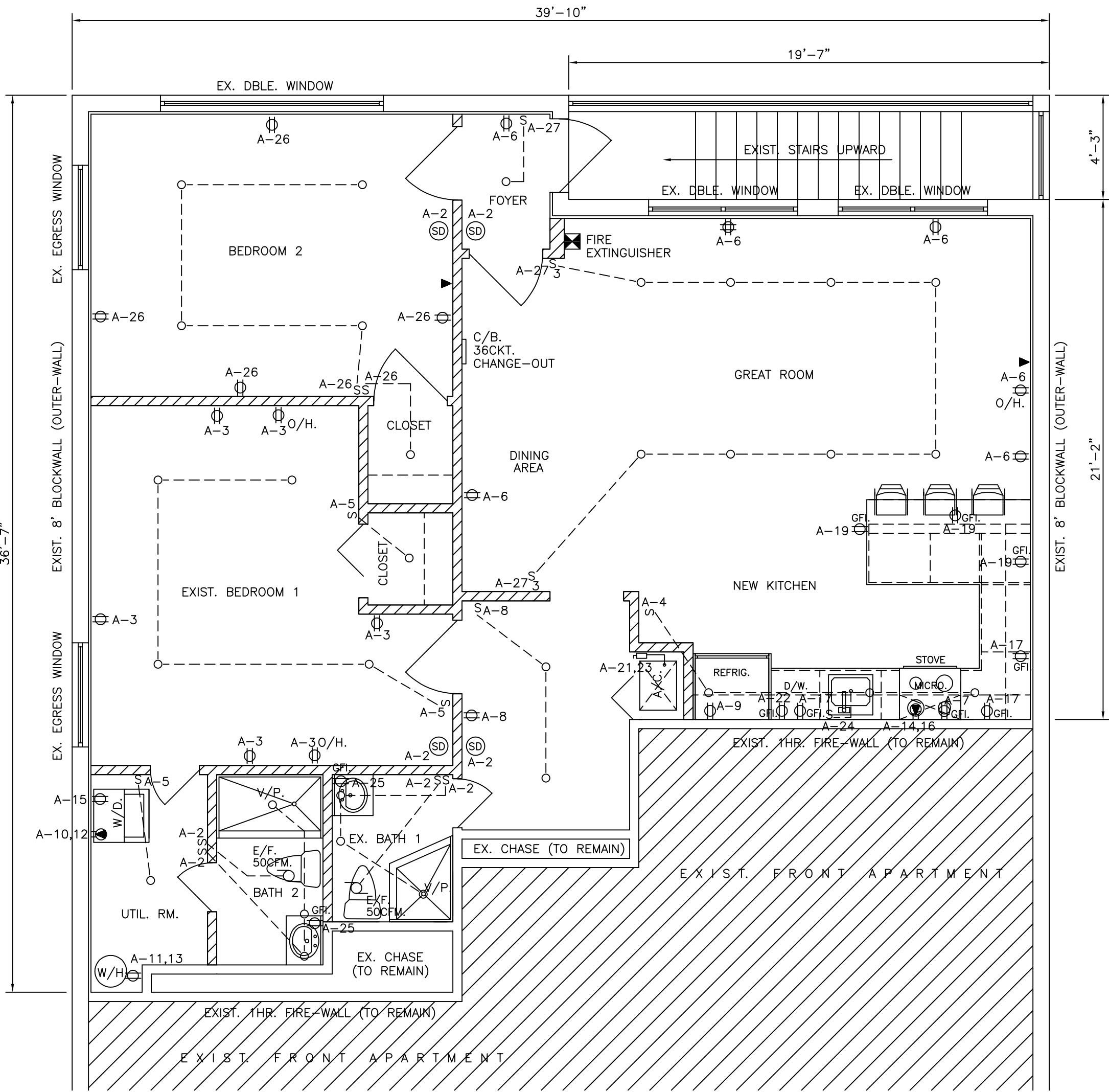


CHARLES O. BUCKALEW, P.E.
LICENSE NO. 24242

DATE	OCT., 2022
SCALE	1/4"=1'-0"
BY	C.R.W.
JOB	OC-2297
SHT	AC-1



DATE	DEC., 2019
SCALE	1/4"=1'-0"
BY	C.R.W.
JOB	DE-1997
SHT	E-1



2nd. FLOOR

ELECTRICAL AND LIGHTING - FLOOR PLAN

SCALE:: 1/4"=1'-0"

1. CONTRACTOR SHALL VERIFY WITH FP&L THE LOCATION OF SERVICE AND SHALL LOCATE METER AND PANELS AS REQUIRED.

2. ALL WIRE SHALL BE THHN COPPER, UNLESS NOTED OTHERWISE.

3. WHERE REQUIRED BY OTHER CODES, SERVICE AND FEEDER CONDUCTORS SHALL BE COPPER OF EQUAL AMPACITY.

4. ALL BRANCH CIRCUITS IN RACEWAY OR NON METALLIC SHEATHED CABLE.

5. COORDINATE RACEWAY INSTALLATIONS WITH OTHER TRADES PRIOR TO CONSTRUCTION.

6. VERIFY ALL CONDUCTORS AND BREAKERS WITH EQUIPMENT MANUFACTURER SPECIFICATIONS.

7. PROVIDE DISCONNECT SWITCH OF SIZE AS REQUIRED BY LOAD AND UNITS.

8. PROVIDE NON-FUSIBLE GENERAL DUTY SAFETY SWITCHES AT A/C EQUIPMENT AND AT PUMPS NOT VISABLE FROM CIRCUIT BREAKER PANEL AND AS PER MANUFACTURER RECOMMENDATIONS.

9. PROVIDE GFI BREAKERS FOR ALL BATHROOMS, GARAGE EXTERIOR OULETS AS SHOWN ON PLANS.

10. ELECTRICAL FIXTURES, TRIM AND APPLIANCES SHALL BE UL APPROVED AND AS SELECTED BY OWNER.

11. PROVIDE PRE-WIRED TELEPHONE OUTLETS AS SHOWN ON ELECTRICAL PLAN. PROVIDE PRE-WIRED T.V. OUTLETS FOR CABLE AS SHOWN ON PLANS.

12. DEDICATED CIRCUITS SHALL HAVE NO MORE THAN 6 DUPLEX RECEPTACLES.

13. IN KITCHENS, DINING ROOMS AND BATHROOMS, RECEPTICAL OUTLETS FOR COUNTER SPACES SHALL BE GFI PROTECTED TAMPER-RESISTANT ACCORDING TO NEC 210-8(a).

14. ALL CLOSET LIGHTING SHALL COMPLY WITH NEC SEC. 410.8.

15. SMOKE DETECTORS SHALL BE CONNECTED TO KITCHEN OR BATH LIGHTING CIRCUITS AHEAD OF SWITCH AND HAVE SELF CONTAINED BATTERY BACK-UP. DETECTORS SHALL BE TANDEM WIRED SO ALL DETECTORS SOUND SIMULTANEOUSLY.
16. PREWIRE FOR GARAGE DOOR OPENER SENSOR. (NOTE AS APPLICABLE)

17. ALL OUTLET BOXES FOR RECEPTICALS, TV ANTENNAS, OR TELEPHONE JACKS, ETC. IN RATED WALLS MUST BE METAL OR U.L. RATED FOR USE IN ONE HOUR FIRE RATED CONSTRUCTION.

18. ALL ELECTRICAL WORK TO CONFORM TO THE NATIONAL ELECTRICAL CODE AND NFPA 70.

19. ELECTRICAL CONTRACTOR TO CONFORM WITH BELL SOUTH REQUIREMENTS FOR TELEPHONE EQUIPMENT INSTALLATION

20. CO-ORDINATE ALL CONDUIT RUNS AND EQUIPMENT INSTALLATION WITH OTHER TRADES TO AVOID CONFLICTS PRIOR TO FABRICATION, INSTALLATION, AND ERECTION.

21. ELECTRICAL CONTRACTOR TO VERIFY ALL HVAC UNIT CONNECTIONS WITH HVAC CONTRACTOR PRIOR TO INSTALLATION. ALL A/C UNITS TO HAVE INTERNAL BREAKERS.

22. ALL METERS, METER CENTERS AND DISCONNECTS TO BE APPROVED BY FP&L.

23. MINIMUM WIRE SIZE SHALL BE #14 AWG INSULATION FOR WIRE SIZE #6 AND SMALLER SHALL BE THHN #4 AND LARGER SHALL BE THHN. ALL CONDUCTORS #10 AND SMALLER MAY BE SOLID #3 AND LARGER SHALL BE STRANDED (ROMEX USED AS APPROVED.)

24. CIRCUIT LOCATION AND LOAD DATA ARE BASED UPON INFORMATION GIVEN TO THE ARCHITECT AT TIME OF DESIGN. CONTRACTOR SHALL VERIFY ALL EQUIPMENT AND PANEL SIZES AND SHALL PROVIDE CIRCUITS AND ROUTING OF CONDUITS TO SUIT JOB CONDITIONS.

25. ALL 120V., 1 PHASE 15A AND 20A GARAGE AND EXTERIOR RECEPTACLES SHALL HAVE GROUND FAULT INTERRUPTER (GFI) PROTECTION.

26. USE GFI CIRCUIT BREAKERS ON GFI RECEPTACLES.

27. PROVIDE W.P. DISCONNECTS AT ALL A/C COMPRESSORS, SPRINKLER, POOL EQUIPMENT, AND WHIRLPOOL PUMPS.

28. MAIN ELECTRICAL SERVICE TO BUILDING TO BE OVERHEAD (UNLESS NOTED OTHERWISE)

SYMBOL LEGEND :

- TELE.(.)
CABLE

⌀

⚡

E.F.

⌂

⊗

⊙

S

S₃

W.P.

V.P.

O.H.
- TELE. (INTERNET) JACK OR CABLE (LOCATION AS INDICATED)

20A., 120V. DUPLEX RECEPTACLE, GROUNDING TYPE U.O.N. MOUNTED 18" A.F.F. OR AS FIELD DIRECTED

SPECIAL PURPOSE RECEPTACLE (SEE PLAN)

EXHAUST FAN (SEE PLAN FOR LOCATION)

CEILING FAN/LIGHT FIXTURE (SEE PLAN), 100W. MAX.

CEILING LIGHT OR EXTERIOR FIXTURE, 100W. MAX.

SMOKE DETECTOR (TANDEM WIRED W/ BATTERY BACK-UP)

120/277V., 20A., SINGLE POLE LIGHT SWITCH

120/277V., 20A., THREE-WAY LIGHT SWITCH

INDICATES WEATHER-PROOF FIXTURE

INDICATES VAPOR-PROOF FIXTURE

INDICATES OVERHEAD FIXTURE AND/OR RECEPT.

NOTES :

1. ALL LIGHT SWITCHES ARE TO BE INSTALLED 48" A.F.F.
2. ALL ELECT., TELEPHONE/DATA. & CABLE OUTLETS TO BE INSTALLED 18" A.F.F., U.O.N.

Equipment	Rheem 3 Ton, 14.0 SEER				
Condensing Unit Model #	RP1436AJ1NA				
Air Handler Unit Model #	RBHP-21J06SH2				
Heat Strips	5kw				
Fan Performance	1157 CFM @ .10 Static				
Total Cap.- 45500	Sensible Cap.- 33500		Latent Cap.- 12000		
AHU Size	High- 35.00	Wide- 24.50	Deep- 21.00		
Electrical Data	Model #	Phase / Volts	Fuse or HACR	Comp. RLA	Comp. LRA
			Circuit Breaker		
Condensing Unit	RP1436AJ1NA	1-60-208/230	40	14.1	77.0
			30		
AHU / Heater		1-60-208/230			

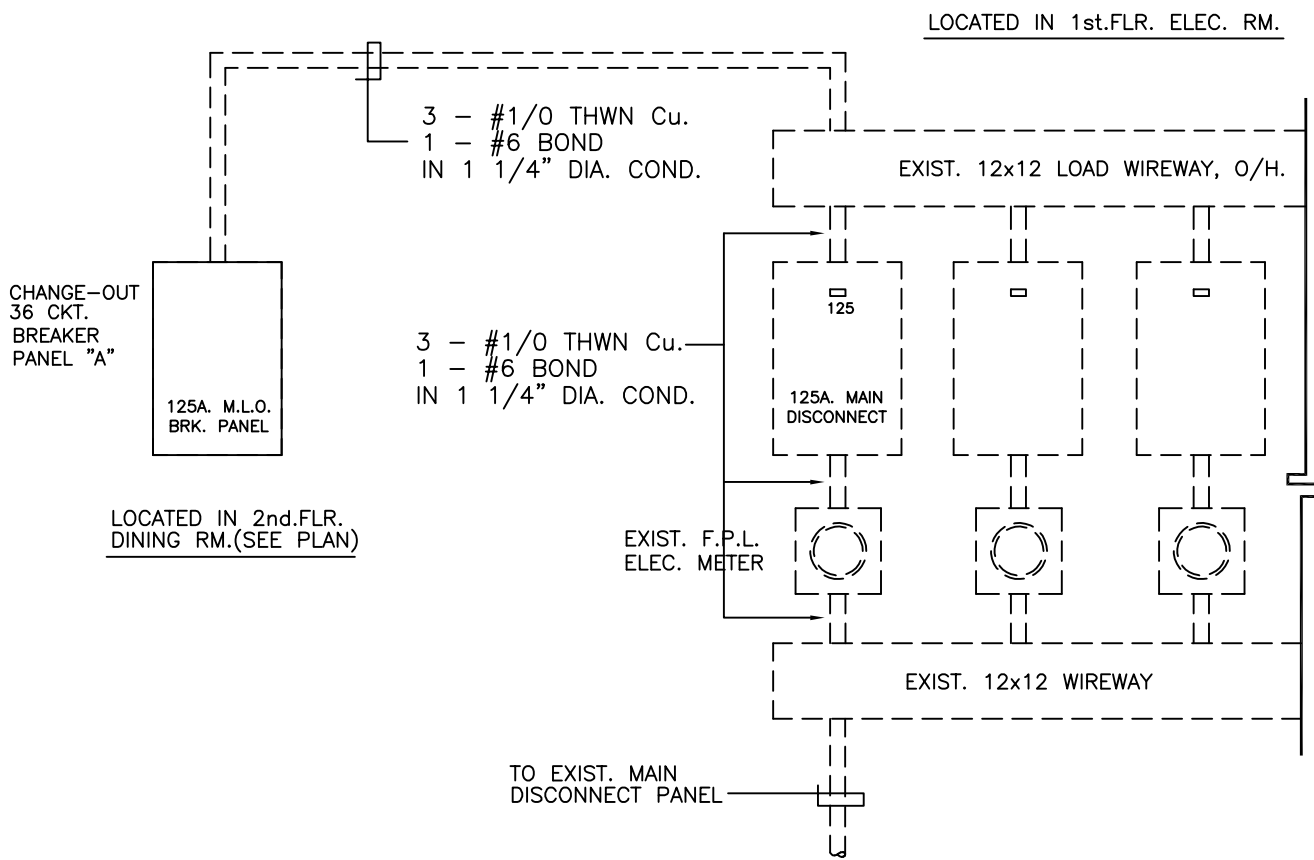
EXH. FAN (E.F.) = BROAN MODEL #688, 50CFM.
EXHAUST FAN
0.9AMPS~ 4.0 SONES...
VENT WITH 4"ø DUCT V.T.R.
(OR EQUAL)

CIRCUIT BREAKER PANEL "A" (36 CKT. PANEL)						
125A-120/240V., 1PH. A/C SYMM - 10,000						
CKT.	SERVICE	WATTS	TRIP	POLES	WIRE #	COND.
1	EXT. RECEPT'S. (W.P./GFI)	540	20	1	12	ROMEX
3	M. BEDRM (AFICP)	1080	20	1	12	
5	M. BEDRM-UTILRM. (AFICP)	300	20	1	12	
7	MICROWAVE (RECIRC., GFI-AFICP)	1500	20	1	12	
9	REFRIGERATOR (AFICP)	950	20	1	12	
11	HOT WATER HEATER	5000	30	2	10	
13						
15	WASHER (AFICP.)	1000	20	1	12	
17	SMALL APPL. RECEPT. (GFI- AFICP)	1500	20	1	12	
19	SMALL APPL. RECEPT. (GFI- AFICP)	1500	20	1	12	
21	A.H.U. (5.0HT. STRIPS)	5000	30	2	10	
23						ROMEX
25	BATH RECEPT'S (GFI- AFICP)	360	20	1	12	ROMEX
27	ENTRY-LIVING RM. LIGHTS (AFICP)	800	15	1	14	
29	SPARE	----	----	----	----	
31	SPARE	----	----	----	----	
33	SPARE	----	----	----	----	
35	SPACE	----	----	----	----	
2	BATH LIGHTS - SD. (AFICP.)	750	20	1	12	ROMEX
4	KITCHEN LIGHTS (AFICP.)	300	15	1	14	
6	LIVING RM. RECEPT. (AFICP.)	1080	15	1	14	
8	HALL RECEPT'S-LIGHTS (AFICP.)	400	15	1	14	
10	CLOTHES DRYER (AFICP.)	5000	30	2	10	
12						
14	RANGE & OVEN (AFICP)	12000	50	2	8	
16						ROMEX
18	* A.C.U. COMPRESSOR	4000	40	2	8	COND.
20						
22	DISHWASHER (AFICP)	1000	20	1	12	ROMEX
24	SINK DISPOSAL (AFICP)	400	20	1	12	ROMEX
26	BEDRM 2 (AFICP)	820	20	1	12	ROMEX
28	SPARE	----	----	----	----	
30	SPARE	----	----	----	----	
32	SPARE	----	----	----	----	
34	SPARE	----	----	----	----	
36	SPACE	----	----	----	----	
TOTAL WATTS =		49,150				

* NON-CONCURRENT

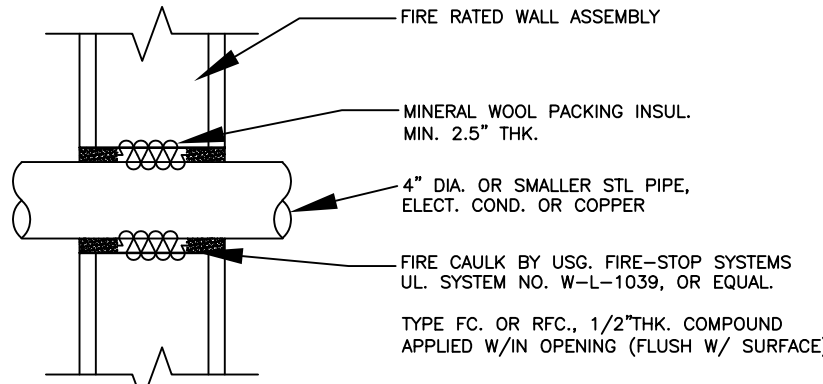
OPTIONAL CALCS.: TOTAL WATTS PER PANEL = 41,080

TOTAL WATTS LESS A/C = 36,080
1ST 10,000 @ 100% = 10,000
BAL 26,080 @ 40% = 10,432
A/C = 5,000
25,432/ 240 = 105.95 AMPS



EXIST. 125A. ELECTRIC SERVICE RISER

N.T.S.

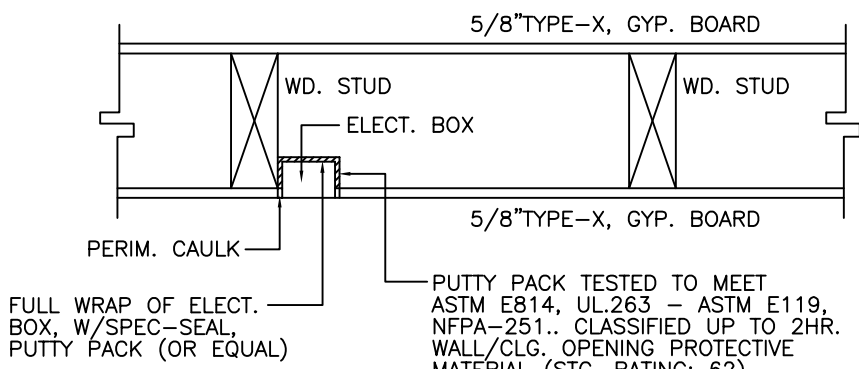


PENETRATIONS AT FIRE RATED WALL/CLG.

SCALE: N.T.S. U.L. SYSTEM NO. W-L-1039

PENETRATIONS AT FIRE-RATED WALLS/CLG.:

FIRE CAULK BY USG., FIRE-STOP SYTEMS
U.L. SYSTEM NO. W-L-1039, OR EQUAL.
TYPE FC OR RFC, 1/2THK. COMPOUND
APPLIED W/IN OPENINGS, FINISHED FLUSH
W/ RATED SURFACE



ELECT. BOXES AT FIRE RATED WALL/CLG.

SCALE: N.T.S.

NOTE: PUTTY PACK FOR USE WITH BOTH
METALLIC & NONMETALLIC OUTLET OR SWITCH
ELECT. BOXES INSTALLED IN GYP. WALLBOARD
FRAMED ASSEMBLIES.

ELECTRICAL NOTES :::

1. ALL MATERIAL, PRACTICES, STANDARDS AND WORKMANSHIP, SHALL MEET THE APPLICABLE STANDARDS AND SPECIFICATIONS OF THE FBC, 2020, 7th. EDITION, NEC.-2014, NFPA-72, 2012 AND THE NFPA-70-2012..
2. A DISCONNECT SWITCH IS REQUIRED WITHIN SITE OF ALL HVAC. EQUIPMENT,, AS PLAN INDICATED. NEC.-440.11.14
3. TAMPER RESISTANT RECEPTACLES AND GFI RECEPTACLES ARE REQUIRED THROUGHOUT FULL RESIDENCE.. NEC.-406.11
4. A MINIMUM OF 75% PERCENT OF LIGHTING FIXTURES SHALL BE OF HIGH-EFFICIENCY LAMPS..

REVISIONS	BY

FOR::: 233 - UNIT "C", EAST COMMERCIAL BLVD.

FOLIO :: 4943-18-07-0420 , LAUDERDALE BY THE SEA , FL. 33308

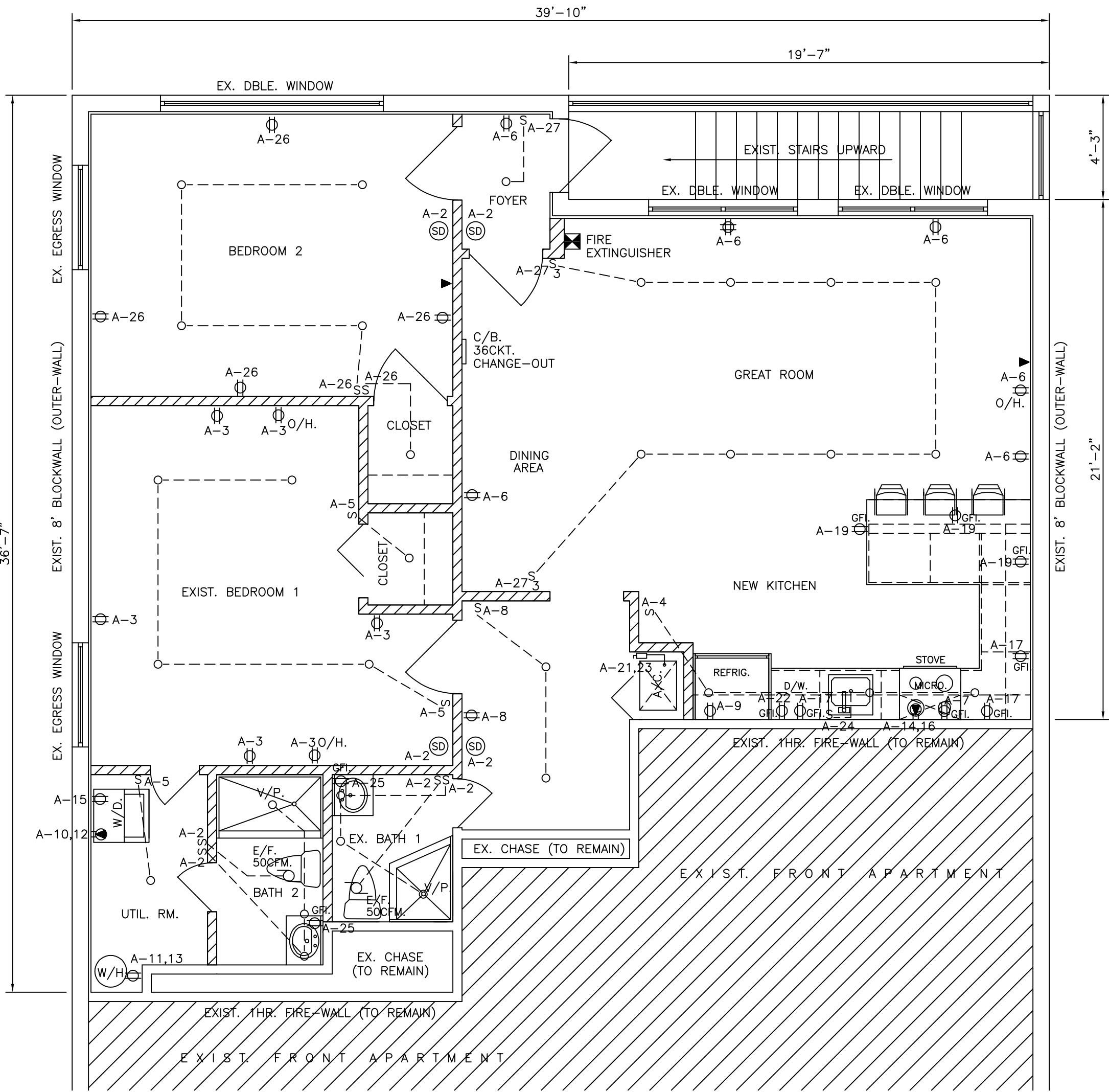
Charles O. Buckalew

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801 South Ocean Drive, Suite 201
Hollywood , Florida 33019
C.O.A. Number: 6265
Tele. : (954) 558-1189 Fax. : (954) 929-8988



CHARLES O. BUCKALEW, P.E.
FLORIDA REG. NO. 24942

DATE	OCT., 2022
SCALE	1/4"=1'-0"
BY	C.R.W.
JOB	OC-2297
SHT	E-1



2nd. FLOOR

ELECTRICAL AND LIGHTING - FLOOR PLAN

SCALE:: 1/4"=1'-0"

- CONTRACTOR SHALL VERIFY WITH FP&L THE LOCATION OF SERVICE AND SHALL LOCATE METER AND PANELS AS REQUIRED.
- ALL WIRE SHALL BE THHN COPPER, UNLESS NOTED OTHERWISE.
- WHERE REQUIRED BY OTHER CODES, SERVICE AND FEEDER CONDUCTORS SHALL BE COPPER OF EQUAL AMPACITY.
- ALL BRANCH CIRCUITS IN RACEWAY OR NON METALLIC SHEATHED CABLE.
- COORDINATE RACEWAY INSTALLATIONS WITH OTHER TRADES PRIOR TO CONSTRUCTION.
- VERIFY ALL CONDUCTORS AND BREAKERS WITH EQUIPMENT MANUFACTURER SPECIFICATIONS.
- PROVIDE DISCONNECT SWITCH OF SIZE AS REQUIRED BY LOAD AND UNITS.
- PROVIDE NON-FUSIBLE GENERAL DUTY SAFETY SWITCHES AT A/C EQUIPMENT AND AT PUMPS NOT VISABLE FROM CIRCUIT BREAKER PANEL AND AS PER MANUFACTURER RECOMMENDATIONS.
- PROVIDE GFI BREAKERS FOR ALL BATHROOMS, GARAGE EXTERIOR OULETS AS SHOWN ON PLANS.
- ELECTRICAL FIXTURES, TRIM AND APPLIANCES SHALL BE UL APPROVED AND AS SELECTED BY OWNER.
- PROVIDE PRE-WIRED TELEPHONE OUTLETS AS SHOWN ON ELECTRICAL PLAN. PROVIDE PRE-WIRED T.V. OUTLETS FOR CABLE AS SHOWN ON PLANS.
- DEDICATED CIRCUITS SHALL HAVE NO MORE THAN 6 DUPLEX RECEPTACLES.
- IN KITCHENS, DINING ROOMS AND BATHROOMS, RECEPTICAL OUTLETS FOR COUNTER SPACES SHALL BE GFI PROTECTED TAMPER-RESISTANT ACCORDING TO NEC 210-8(a).
- ALL CLOSET LIGHTING SHALL COMPLY WITH NEC SEC. 410.8.
- SMOKE DETECTORS SHALL BE CONNECTED TO KITCHEN OR BATH LIGHTING CIRCUITS AHEAD OF SWITCH AND HAVE SELF CONTAINED BATTERY BACK-UP. DETECTORS SHALL BE TANDEM WIRED SO ALL DETECTORS SOUND SIMULTANEOUSLY.
- PREWIRE FOR GARAGE DOOR OPENER SENSOR. (NOTE AS APPLICABLE)
- ALL OUTLET BOXES FOR RECEPTICALS, TV ANTENNAS, OR TELEPHONE JACKS, ETC. IN RATED WALLS MUST BE METAL OR U.L. RATED FOR USE IN ONE HOUR FIRE RATED CONSTRUCTION.
- ALL ELECTRICAL WORK TO CONFORM TO THE NATIONAL ELECTRICAL CODE AND NFPA 70.
- ELECTRICAL CONTRACTOR TO CONFORM WITH BELLSOUTH REQUIREMENTS FOR TELEPHONE EQUIPMENT INSTALLATION
- COORDINATE ALL CONDUIT RUNS AND EQUIPMENT INSTALLATION WITH OTHER TRADES TO AVOID CONFLICTS PRIOR TO FABRICATION, INSTALLATION, AND ERECTION.
- ELECTRICAL CONTRACTOR TO VERIFY ALL HVAC UNIT CONNECTIONS WITH HVAC CONTRACTOR PRIOR TO INSTALLATION. ALL A/C UNITS TO HAVE INTERNAL BREAKERS.
- ALL METERS, METER CENTERS AND DISCONNECTS TO BE APPROVED BY FP&L.
- MINIMUM WIRE SIZE SHALL BE #14 AWG INSULATION FOR WIRE SIZE #6 AND SMALLER SHALL BE THHN #4 AND LARGER SHALL BE THHN. ALL CONDUCTORS #10 AND SMALLER MAY BE SOLID #3 AND LARGER SHALL BE STRANDED (ROMEX USED AS APPROVED.)
- CIRCUIT LOCATION AND LOAD DATA ARE BASED UPON INFORMATION GIVEN TO THE ARCHITECT AT TIME OF DESIGN. CONTRACTOR SHALL VERIFY ALL EQUIPMENT AND PANEL SIZES AND SHALL PROVIDE CIRCUITS AND ROUTING OF CONDUITS TO SUIT JOB CONDITIONS.
- ALL 120V., 1 PHASE 15A AND 20A GARAGE AND EXTERIOR RECEPTACLES SHALL HAVE GROUND FAULT INTERRUPTER (GFI) PROTECTION.
- USE GFI CIRCUIT BREAKERS ON GFI RECEPTACLES.
- PROVIDE W.P. DISCONNECTS AT ALL A/C COMPRESSORS, SPRINKLER, POOL EQUIPMENT, AND WHIRLPOOL PUMPS.
- MAIN ELECTRICAL SERVICE TO BUILDING TO BE OVERHEAD (UNLESS NOTED OTHERWISE)

SYMBOL LEGEND :

- | | | |
|-------------------|---|--|
| TELE.(.)
CABLE | ▼ | TELE. (INTERNET) JACK OR CABLE (LOCATION AS INDICATED) |
| ⌀ | | 20A., 120V. DUPLEX RECEPTACLE, GROUNDING TYPE U.O.N. MOUNTED 18" A.F.F. OR AS FIELD DIRECTED |
| ⚡ | | SPECIAL PURPOSE RECEPTACLE (SEE PLAN) |
| E.F. | ⊞ | EXHAUST FAN (SEE PLAN FOR LOCATION) |
| ⊞ | | CEILING FAN/LIGHT FIXTURE (SEE PLAN), 100W. MAX. |
| ⊞ | | CEILING LIGHT OR EXTERIOR FIXTURE, 100W. MAX. |
| ⊞ | | SMOKE DETECTOR (TANDEM WIRED W/ BATTERY BACK-UP) |
| S | | 120/277V., 20A., SINGLE POLE LIGHT SWITCH |
| S ₃ | | 120/277V., 20A., THREE-WAY LIGHT SWITCH |
| W.P. | | INDICATES WEATHER-PROOF FIXTURE |
| V.P. | | INDICATES VAPOR-PROOF FIXTURE |
| O.H. | | INDICATES OVERHEAD FIXTURE AND/OR RECEPT. |

NOTES :

- ALL LIGHT SWITCHES ARE TO BE INSTALLED 48" A.F.F.
- ALL ELECT., TELEPHONE/DATA. & CABLE OUTLETS TO BE INSTALLED 18" A.F.F., U.O.N.

Equipment	Rheem 3 Ton, 14.0 SEER		
Condensing Unit Model #	RP1436AJ1NA		
Air Handler Unit Model #	RBHP-21J06SH2		
Heat Strips	5kw		
Fan Performance	1157 CFM @ .10 Static		
Total Cap.-	Sensible Cap.- 33500	Latent Cap.- 12000	
AHU Size	High- 35.00	Wide- 24.50	Deep- 21.00

Electrical Data	Model #	Phase / Volts	Fuse or HACR Circuit Breaker Max Amps	Comp. RLA	Comp. LRA
Condensing Unit	RP1436AJ1NA	1-60-208/230	40	14.1	77.0
AHU / Heater	5kw	1-60-208/230	30		

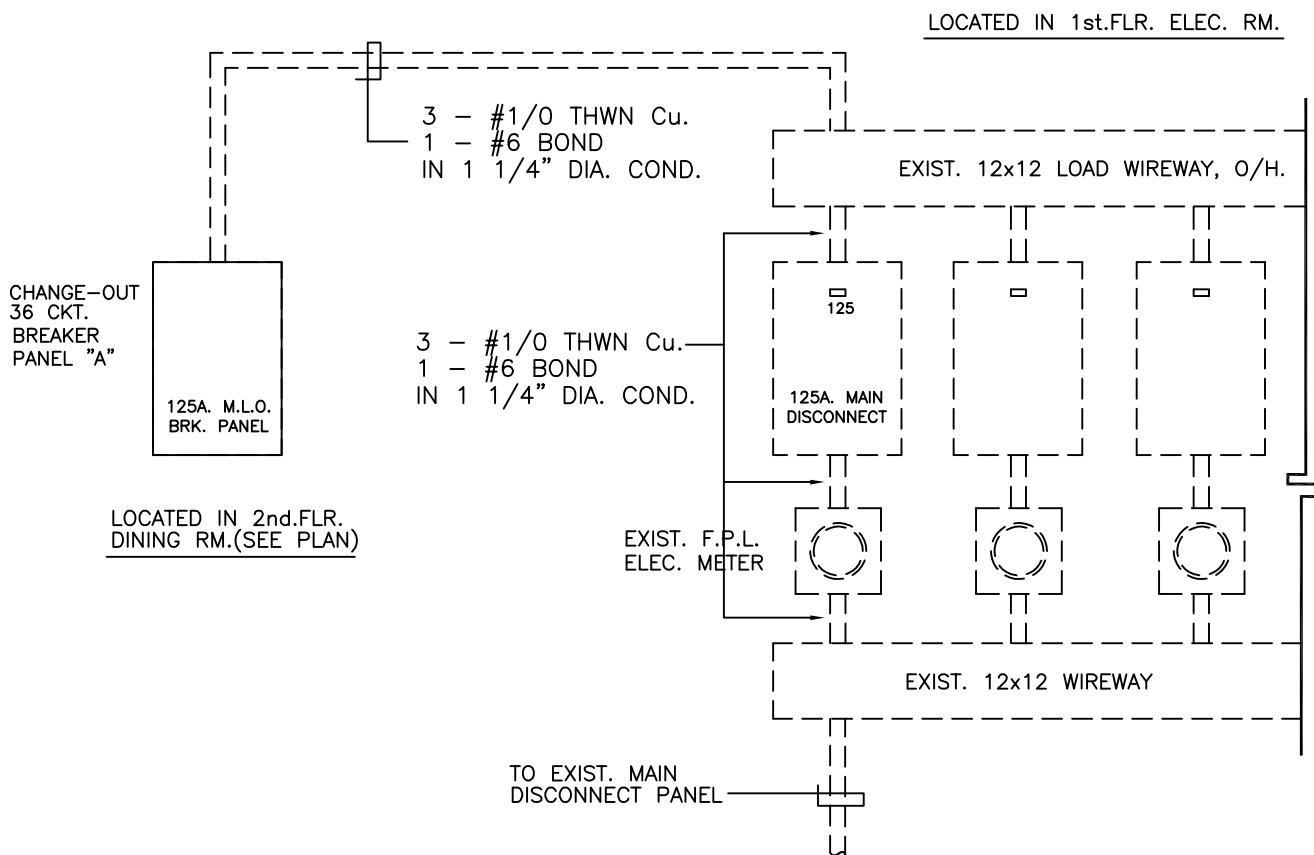
EXH. FAN (E.F.) = BROAN MODEL #688, 50CFM.
EXHAUST FAN
0.9AMPS- 4.0 SONES...
VENT WITH 4"ø DUCT V.T.R.
(OR EQUAL)

CIRCUIT BREAKER PANEL "A" (36 CKT. PANEL)						
125A-120/240V., 1PH. A/C SYMM - 10,000						
CKT.	SERVICE	WATTS	TRIP	POLES	WIRE #	COND.
1	EXT. RECEPT'S. (W.P.GFI)	540	20	1	12	ROMEX
3	M. BEDRM (AFICP)	1080	20	1	12	
5	M. BEDRM-UTILRM. (AFICP)	300	20	1	12	
7	MICROWAVE (RECIRC., GFI-AFICP)	1500	20	1	12	
9	REFRIGERATOR (AFICP)	950	20	1	12	
11	HOT WATER HEATER	5000	30	2	10	
13						
15	WASHER (AFICP.)	1000	20	1	12	
17	SMALL APPL. RECEPT. (GFI- AFICP)	1500	20	1	12	
19	SMALL APPL. RECEPT. (GFI- AFICP)	1500	20	1	12	
21	A.H.U. (5.0HT. STRIPS)	5000	30	2	10	
23						ROMEX
25	BATH RECEPT'S (GFI- AFICP)	360	20	1	12	ROMEX
27	ENTRY-LIVING RM. LIGHTS (AFICP)	800	15	1	14	
29	SPARE	----	----	----	----	
31	SPARE	----	----	----	----	
33	SPARE	----	----	----	----	
35	SPACE	----	----	----	----	
2	BATH LIGHTS - SD. (AFICP.)	750	20	1	12	ROMEX
4	KITCHEN LIGHTS (AFICP.)	300	15	1	14	
6	LIVING RM. RECEPT. (AFICP.)	1080	15	1	14	
8	HALL RECEPT'S-LIGHTS (AFICP.)	400	15	1	14	
10	CLOTHES DRYER (AFICP.)	5000	30	2	10	
12						
14	RANGE & OVEN (AFICP)	12000	50	2	8	
16						ROMEX
18	* A.C.U. COMPRESSOR	4000	40	2	8	COND.
20						
22	DISHWASHER (AFICP)	1000	20	1	12	ROMEX
24	SINK DISPOSAL (AFICP)	400	20	1	12	ROMEX
26	BEDRM 2 (AFICP)	820	20	1	12	ROMEX
28	SPARE	----	----	----	----	
30	SPARE	----	----	----	----	
32	SPARE	----	----	----	----	
34	SPARE	----	----	----	----	
36	SPACE	----	----	----	----	
TOTAL WATTS =		49,150				

* NON-CONCURRENT

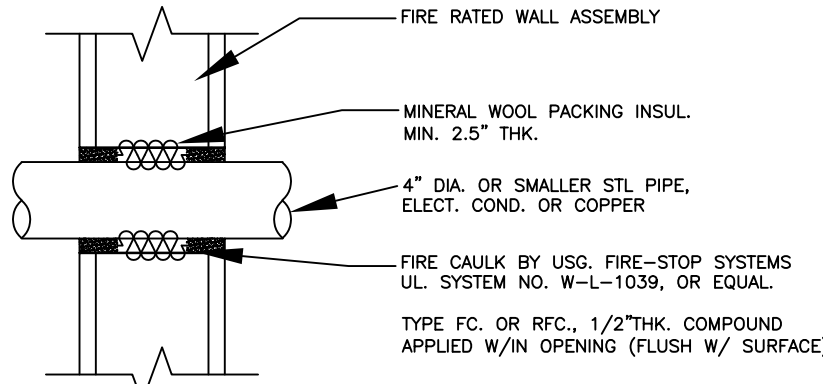
OPTIONAL CALCS.: TOTAL WATTS PER PANEL = 41,080

TOTAL WATTS LESS A/C = 36,080
1ST 10,000 @ 100% = 10,000
BAL 26,080 @ 40% = 10,432
A/C = 5,000
25,432/ 240 = 105.95 AMPS



EXIST. 125A. ELECTRIC SERVICE RISER

N.T.S.

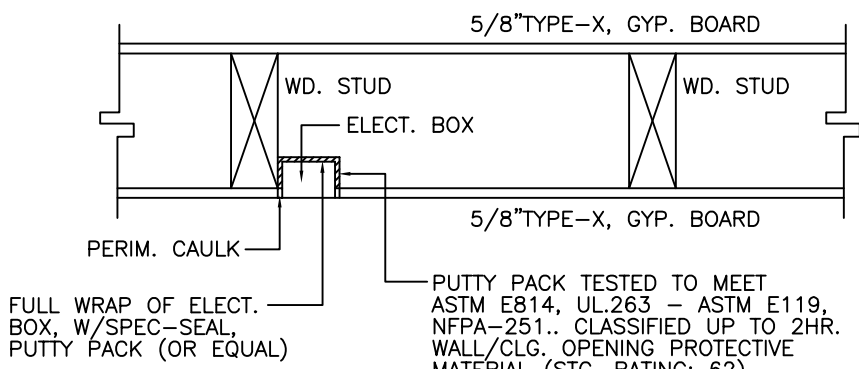


PENETRATIONS AT FIRE RATED WALL/CLG.

SCALE: N.T.S. U.L. SYSTEM NO. W-L-1039

PENETRATIONS AT FIRE-RATED WALLS/CLG.:

FIRE CAULK BY USG., FIRE-STOP SYTEMS
U.L. SYSTEM NO. W-L-1039, OR EQUAL.
TYPE FC OR RFC, 1/2THK. COMPOUND
APPLIED W/IN OPENINGS, FINISHED FLUSH
W/ RATED SURFACE



ELECT. BOXES AT FIRE RATED WALL/CLG.

SCALE: N.T.S.

NOTE: PUTTY PACK FOR USE WITH BOTH
METALLIC & NONMETALLIC OUTLET OR SWITCH
ELECT. BOXES INSTALLED IN GYP. WALLBOARD
FRAMED ASSEMBLIES.

ELECTRICAL NOTES :::

- ALL MATERIAL, PRACTICES, STANDARDS AND WORKMANSHIP, SHALL MEET THE APPLICABLE STANDARDS AND SPECIFICATIONS OF THE FBC, 2020, 7th. EDITION, NEC.-2014, NFPA-72, 2012 AND THE FFPC.-2012..
- A DISCONNECT SWITCH IS REQUIRED WITHIN SITE OF ALL HVAC. EQUIPMENT,, AS PLAN INDICATED. NEC.-440.11.14
- TAMPER RESISTANT RECEPTACLES AND GFI RECEPTACLES ARE REQUIRED THROUGHOUT FULL RESIDENCE.. NEC.-406.11
- A MINIMUM OF 75% PERCENT OF LIGHTING FIXTURES SHALL BE OF HIGH-EFFICIENCY LAMPS..

REVISIONS	BY

FOR::: 233 - UNIT "C", EAST COMMERCIAL BLVD.

FOLIO :: 4943-18-07-0420 , LAUDERDALE BY THE SEA , FL. 33308

Charles O. Buckalew

Consulting Engineering Services, Inc.
801 South Ocean Drive, Suite 201
Hollywood , Florida 33019
C.O.A. Number: 6265
Tele. : (954) 558-1189 Fax. : (954) 929-8988



CHARLES O. BUCKALEW, P.E.
FLORIDA REG. NO. 24942

DATE	OCT., 2022
SCALE	1/4"=1'-0"
BY	C.R.W.
JOB	OC-2297
SHT	E-1



REVISIONS	BY
09-08-22, REV. ZONING REVIEW	PER CW.

FOR::: 233 EAST COMMERCIAL BLVD. - AIRB-B

Charles O. Buckalew

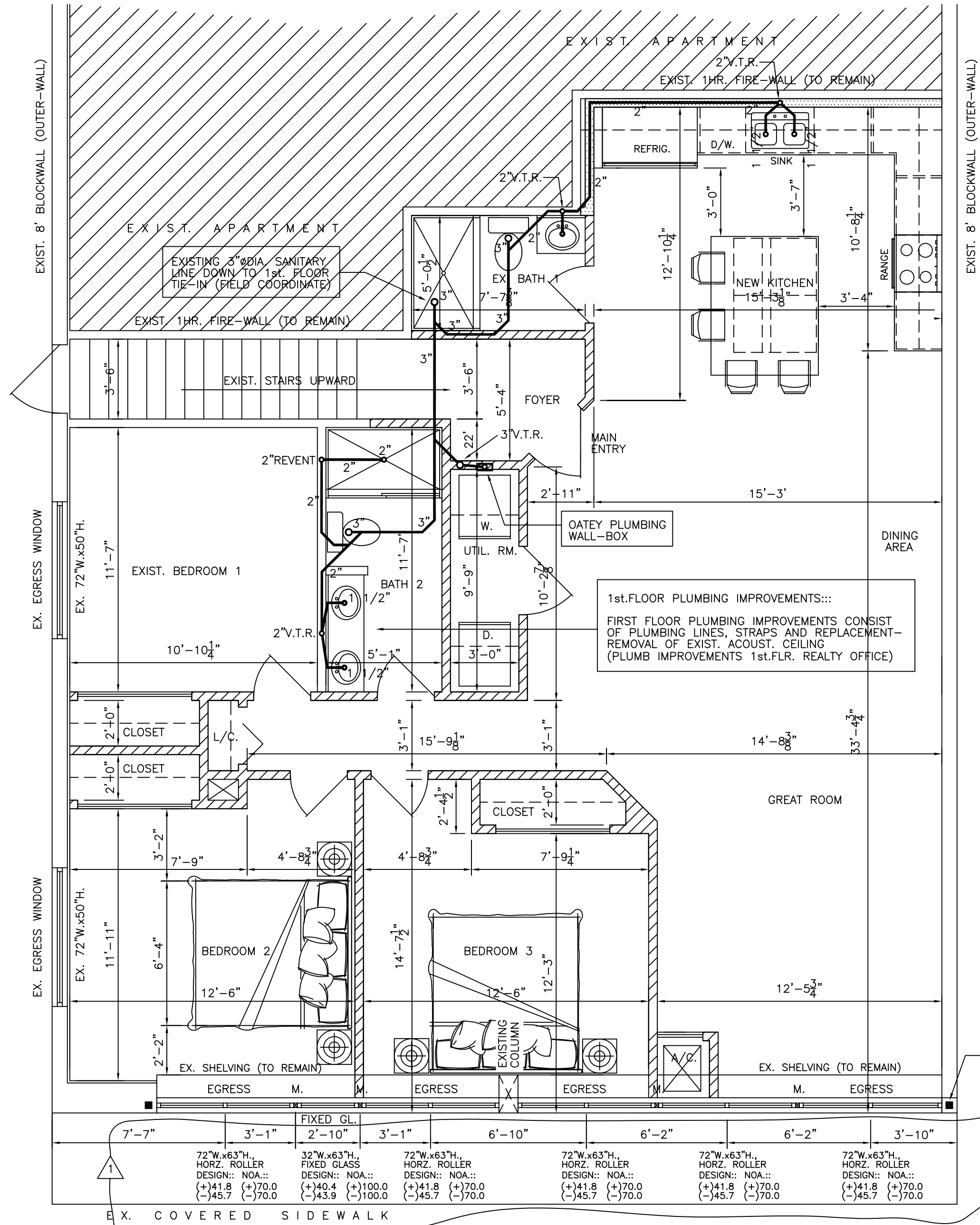
Consulting Engineering Services, Inc.
801 South Ocean Drive, Suite 201
Hollywood, Florida 33019
C.O.A. Number: 6255

Tele. : (954) 556-1189 Fax. : (954) 929-8988



CHARLES O. BUCKALEW, P.E.
FLORIDA REG. NO. 24842

DATE	DEC., 2019
SCALE	1/4"=1'-0"
BY	C.R.W.
JOB	DE-1997
SHT	P-1



ALONG EACH SIDE OF OPENING,
PROVIDE (1) #5 BAR VERT. IN CONC.
FILLED CELL OR FORMED COLUMN
AS NEEDED, DOWEL-EPOXY INTO UPPER
& LOWER TIE-BEAM., MINIMUM 4"inch.
EMBED INTO EACH BEAM..

GENERAL PLUMBING NOTES :

- THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE PLUMBING SYSTEM IN ACCORDANCE WITH THESE DRAWINGS. THE APPLICABLE EDITION OF THE FLORIDA BUILDING CODE, ALL OTHER APPLICABLE STATE, COUNTY AND LOCAL ORDINANCES.
- THE CONTRACTOR SHALL PAY ALL COSTS OF PERMIT, INSPECTIONS AND ALL OTHER COSTS INCIDENTAL TO THE COMPLETION AND TESTING OF THIS WORK UPON FINAL ACCEPTANCE. A CERTIFICATE FROM THE LOCAL INSPECTION AUTHORITY SHALL BE FURNISHED TO THE OWNER.
- ALL MATERIALS AND EQUIPMENTS SHALL BE NEW OF U.S. MANUFACTURE AND OF GOOD QUALITY OF RESPECTIVE KIND AND GRADE, AND MUST BE FURNISHED SO AS TO PREVENT ANY DELAY IN THE PROGRESS OF THE WORK. ALL WORK THROUGH SHALL BE PERFORMED IN A WORKMANLIKE MANNER BY SUFFICIENT NUMBER OF SKILLED WORKMEN.
- CONTRACTOR SHALL VISIT THE SITE AND REVIEW ALL PERTINENT UTILITY DRAWINGS TO FAMILIARIZE HIMSELF WITH THE LOCATION OF ALL EXISTING AND/OR PROPOSED UTILITY STUB OUTS, PIPING, EQUIPMENT, ETC., AND MAKE DUE ALLOWANCES FOR ANY CONDITION EFFECTING HIS WORK.
- ALL UNDERGROUND SANITARY & STORM DRAINAGE PIPING AND FITTINGS SHALL BE PVC-DWV (ASTM D-2665/D-3034).
- ALL ABOVE GROUND SANITARY & STORM DRAINAGE BRANCH & VENT PIPES AND FITTINGS SHALL BE PVC-DWV (ASTM D-2665/D-3034).
- ALL UNDERGROUND WATER SERV. PIPING SHALL BE PVC. (ASTM D-2672) PER FBC, TABLE 605.3. ALL ABOVE GROUND PIPING SHALL BE COPPER (ASTM B-302) OR CPVC (ASTM D-2846) PER TABLE 605.4..
- ALL HOT WATER PRESSURE AND TEMPERATURE RELIEF PIPING SHALL BE COPPER PIPING (ASTM B-302) WITHIN 5'-0" TO AND FROM HOT WATER HEATER..
- ALL AIR CONDITIONING CONDENSATE DRAINAGE PIPING SHALL BE SCH. 40 PVC (ASTM D-2665), EXCEPT WHEN INSTALLED IN RETURN AIR PLENUM WHERE COPPER TYPE "DWV" OR EQUIVALENT MUST BE USED.
- ALL PLUMBING FIXTURES SHALL BE PROVIDED WITH ALL NECESSARY ACCESSORIES SUCH AS STOP VALVES, "P" TRAPS, SUPPORTS, P & T VALVES, ETC., AS REQUIRED. ALL EXPOSED PIPING AT FIXTURES AND EQUIPMENT SHALL BE CHROME PLATED BRASS PIPE OR TUBE. PROVIDE SHUT OFF VALVES AND UNIONS TO ALL FIXTURES, ETC., REQUIRING WATER SUPPLY. PROVIDE DIELECTRIC COUPLINGS AS REQUIRED. FOR ALL COPPER PIPING CONTRACTOR MUST USE LEAD FREE SOLDER. PROVIDE AIR CHAMBERS TO EACH FIXTURE AS REQUIRED.
- PROVIDE CLEAN OUTS (WITH ESCUTCHEONS AS REQUIRED) AT THE BASE OF ALL WASTE AND/OR VENT STACKS. PROVIDE PITCH PANS & LEADS FLASHING FOR ALL SANITARY SYSTEM VENTS.
- ALL DRAINING PIPES 2"Ø OR SMALLER TO BE SLOPED 1/4" PER FOOT.
- ALL DRAINING PIPES 3"Ø OR BIGGER TO BE SLOPED 1/8" PER FOOT.
- PLUMBING CONTRACTOR MUST VERIFY LOCATION OF PIPE LINES IN RELATION TO FOOTINGS AT FOUNDATION PLAN. IF THERE IS ANY CONFLICT MUST NOTIFY THE ARCHITECT OR ENGINEER PRIOR COMMENCING WORK.
- PLUMBING CONTRACTOR TO PROVIDE AIR CHAMBERS TO ALL PLUMB'G FIXTURES
- ALL FIRE RATED FLOOR & WALL PENETRATIONS SHALL BE PROPERLY PROTECTED FROM FIRE, SMOKE & WATER PENETRATION, BY FILLING VOIDS BETWEEN PIPE & WALL/FLOOR SLEEVES W/ FIRE-RATED FOAM, TO ACHIEVE THE SAME RATING AS WALLS OR FLOORS AS PART OF ANY PLUMBERS WORK.
- STUDOR MINI-MAX AIR ADMITTANCE VALVES/VENTS MAY BE USED AS AN ALTERNATE TO VENT PIPING THRU ROOF, WHERE ACCEPTABLE BY PLUMBING OFFICIAL AND AS LOCAL CODES DICTATE. INSTALL AS PER MANUF'S. SPECIFICATIONS.

PLUMBING FIXTURE CONNECTION SCHEDULE

MARK	DESCRIPTION	DRAIN	WATER		REMARKS
			COLD	HOT	
LABELLED	WATER CLOSET-TANK	4"	1/2"	N/A	
" -	LAVATORY-COUNTERTOP	1-1/2"	1/2"	1/2"	
" -	BATH TUB	1-1/2"(2")	1/2"	1/2"	SEE NOTE 4
" -	KITCHEN SINK	1-1/2"	1/2"	1/2"	NO SINK DISPOSAL
" -	DISHWASHER	1"	N/A	1/2"	SEE NOTE 1
" -	CLOTHES WASHER	2"	1/2"	1/2"	SEE NOTE 2
" -	REFRIGERATOR	N/A	N/A	N/A	
" -	SHOWER	2"	1/2"	1/2"	SEE NOTE 4

PLUMB. FIXTURE NOTES :

- CONNECT DRAIN TO KITCHEN SINK TRAP-SIDE WITH FLEXIBLE TUBING.
- DRAIN & HOSE BIBBS (2) INSTALLED IN RECESSED WALL SERV. BOX.
- PROVIDE VACUUM BREAKER.
- PROVIDE ANTI-SCALD VALVE.
- 2" UNDER SLAB

FIXTURE NOTE :::

MAXIMUM FLOW RATES & CONSUMPTION FOR FIXTURES, FITTINGS AND APPLIANCES SHALL BE PER FPC, TABLE 604.4 / P2903.2

GENERAL NOTES :

- ALL GLAZING IN TUB & SHOWER ENCLOSURES W/IN 60" OF FIN. FLR. ELEVATION OR FLOOR OF TUB AND/OR SHOWER TO BE SAFETY GLASS.
- ALL PLUMBING FIXTURES SHALL COMPLY WITH F.P.C., TABLE 604.4, MAX. FLOW RATES & CONSUMPTION.
- ALL TUB/SHOWER VALVES SHALL COMPLY WITH F.P.C., SECTION 424 (ANTI-SCALD AS REQ'D.)
- WATER HAMMER ARRESTORS SHALL BE INSTALLED AT ALL AUTOMATIC VALVES (KITCHEN & LAUNDRY)

2nd. FLOOR

PLUMBING - FLOOR PLAN

SCALE: 1/4"=1'-0"

Narrative in support of Conditional Use, Site Plan Modification, and Flexibility
Unit Allocation Permit Applications
233 E Commercial Blvd, Lauderdale-By-The-Sea FL, 33308

This narrative is to serve as supplementary information related to the conditional use, site plan modification and flexibility use allocation permit applications.

Summary of the project

Our property is located on 233 E Commercial Blvd, next to an area full of action where numerous people yearly either spend their vacation or look to move permanently. Due to this potential and since other buildings around the area already have mixed use, our proposal is to convert the property from a solely commercial use to a mixed use. Most specifically, the building consists of the ground floor where two successful business are operating (Laspadas Hoagies and realty office, By the Sea Vacation Villas) and the second floor which currently consists of two empty units. We intend to make two residential units above the commercial units.

Section 30-126, Conditional use review, requires that the application satisfy specific criteria as noted in 30-126(d). We believe that the application meets the criteria as follows:

1. The proposed use will be harmonious and appropriate for current and future adjacent uses and with respect to the high standards of the Town of Lauderdale-By-The-Sea.
 - i. The proposed use would be compatible with the existing and future land uses in the vicinity. Numerous buildings around the area and even in the specific plaza accommodate commercial uses on the ground floor and residential units above.
 - ii. According to section 3- 271 (B-1 zoning district), since the building is located within 250 feet of Commercial Blvd it is eligible for the proposed use. Additionally, the residential floor area of the mixed use area will not exceed the 50 percent of the gross floor area of the building, exactly half of the building will be turned into residential use. The height of the building of course remains as is.
 - iii. In terms of the parking requirements, the minimum of one parking space per residential unit is provided on site. The other two parking spaces which are required have been credited to us by the Town through the prior use of the second floor.
 - iv. The use will not have an adverse effect on the noise levels and outdoor lighting. In terms of the traffic generation it would be less than the current commercial use.

- v. The use will not have an adverse effect on light and air.
 - vi. The use will not include any new setbacks and buffers such as fences, walls landscaping and open space.
 - vii. The use will not have an adverse effect on the character of the surrounding area. Driven by the statement of LBTS- ADS which specifies that “Building façade should maintain the integrity of the original design and style” the permit for the replacement of the windows has been made in accordance to Town’s design standards, in order to maintain the Mid- Century Modern (MCM) character of the town.
 - viii. The proposed use will not have any additional signs or lighting that will have an adverse effect on the surrounding areas or vehicular traffic.
2. There is sufficient site size, and infrastructure to accommodate the proposed use. No changes will be made on the exterior of the building. In the interior the two units are carefully designed to provide enough space to the future tenants/ guests.
 3. The conditional use will comply with environmental, zoning, concurrency and other applicable regulations of this Code of Ordinances and will be consisted with the Comprehensive Plan.
 4. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health safety, convenience or welfare or materially injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located.

Collectively, the proposed use will not constitute a nuisance, be injurious or detrimental to public interests as it is similar to existing land uses on adjacent parcels. In fact, potential tenants or guests will contribute to local businesses’ welfare and due to the building’s proximity to the beach will “promote the health and well being of residents by encouraging physical activity, alternative transportation and greater social interaction” (Section 3-271 B-1 zoning district)

We respectfully request approval of the conditional use, site plan modification, and flexibility unit allocation based on the facts presented.



Town of Lauderdale-by-the-Sea Development Services Department

To: Planning and Zoning Board (the "Board")

From: Jhanelle Campbell, Assistant Development Services Director

Date: February 16, 2023

Project: Site Plan Modification (2022-L2-SPM-02), Conditional Use (2022-CU-01), and Flex Unit Allocation (2022-FXU-01) requests for the proposed mixed-use development, including two second-floor dwelling units within the B-1 Zoning District for property located at 233 E Commercial Boulevard.



Figure 1. Subject Property

Purpose

The purpose of this memorandum is to provide Staff's findings and recommendations regarding the Site Plan Modification, Conditional Use, and Flex Unit applications (**Exhibit 1**), submitted to the Town of Lauderdale-By-The-Sea, Florida (the "Town") to permit a mixed-use development, including two (2) residential dwelling units to be located at 233 East Commercial Boulevard (the "Property") (**Figure 1**). The Property has a Commercial Land Use designation and is zoned B-1 - Business. If approved, the Town will need to process a request to allocate two (2) flexibility units with Broward County.

To consider the request, the following Town Code of Ordinances ("Town Code") provisions were reviewed:

- Section 30-271(i)(3) "Mixed Use Requirements";
- Section 30-126 "Conditional Use Requirements";
- Section 30-100 "Flexibility Rules"; and
- Article IV, Division 2 "Site Plan Procedures and Requirements" concerning the Level 2 Site Plan Amendment.

Permits have recently been filed for proposed changes to the second-floor façade. Moreover, the second-floor windows fronting E Commercial Boulevard have been removed. The permits for the work on the windows are separate from the approvals being requested through these applications.

Background

The Property is a developed parcel of land located within the B-1 zoning district. The existing two (2) story structure was originally constructed in the mid-1960's. The first floor includes two (2) commercial spaces that have been occupied by a variety of uses over the years. Currently, the first-floor houses a sandwich shop on the east side and a real estate office on the west side. At the time of purchase by the Applicant, the second-floor housed an office space and an existing two (2) bedroom residential unit in the rear that was created without permits. An outdoor parking area behind the building has five (5) parking spaces.

Request

IMCO BY C., LLC, (the "Applicant") is proposing to convert the second-floor office space and unpermitted dwelling units into two (2) permit complying dwelling units. The Applicant's proposal will result in a two (2) bedroom unit and a three (3) bedroom unit located on the second-floor. An application of this type requires review of the conversion to mixed use and site plan modification. Review of the site plan modification is primarily to review parking, since there are no other changes being made to the Property.

Town Code Provisions

Conditional Use Application

Sections 30-271 and 30-126 of the Town Code establish the criteria necessary to meet the requirements of mixed-use development.

Mixed Use Development (Section 30-271)

Pursuant to Section 30-271(i)(3) of the Town Code, a vertical mix of neighborhood-serving B-1 uses and residential uses are permitted within the same building, in locations fronting on Commercial Boulevard and west of State Road A1A. Further, it allows conditional use development in B-1 zoned property when the property has a commercial land use designation, provided certain criteria are met. Staff has determined that the application meets the requirements of the Town Code (**Exhibit 2**).

Conditional Use (Section 30-126)

Pursuant to Section 30-126 of the Town Code, the requisite criteria for conditional use approval are listed below, with Staff's analysis and findings regarding the application in italics (**Exhibit 3**).

1. **Land Use Compatibility.** The conditional use, including its proposed scale and intensity, traffic generating characteristics, and off-site impacts shall be compatible and harmonious with adjacent land uses and shall not adversely impact land use activities and residential areas in the immediate vicinity. For purposes of a conditional use review, compatibility is defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition. Compatibility of land uses is dependent on numerous development characteristics, which may impact adjacent or surrounding uses. They include: type of use, density, intensity, height, general appearance and aesthetics, odors, noise, smoke, vibration, traffic generation and nuisances. The Town Manager shall recommend whether the conditional use is compatible. Compatibility shall be measured based on all of the following characteristics of the proposed use or development in relationship to surrounding development in the immediate area:

Applicant Response: Our property is located on 233 E Commercial Blvd, next to an area full of action where numerous people yearly either spend their vacation or look to move permanently. Due to this potential and since other buildings around the area already have mixed use, our proposal is to convert the property from a solely commercial use to a mixed use. Most specifically, the building consists of the ground floor where two successful business are operating (Laspadas Hoagies and realty office, By the Sea Vacation Villas) and the second floor which currently consists of two empty units. We intend to make two residential units above the commercial units.

- i. Permitted uses, structures and activities allowed within the land use category;

Applicant Response: The proposed use would be compatible with the existing and future land uses in the vicinity. Numerous buildings around the area and even in the specific plaza accommodate commercial uses on the ground floor and residential units above.

- ii. Building location, dimensions, height, and floor area ratio;

Applicant Response: According to section 3- 271 (B-1 zoning district), since the building is located within 250 feet of Commercial Blvd it is eligible for the proposed use. Additionally, the residential floor area of the mixed use area will not exceed the 50 percent of the gross floor area of the building, exactly half of the building will be turned into residential use. The height of the building of course remains as is.

- iii. Location and extent of parking, access drives and service areas;

Applicant Response: In terms of the parking requirements, the minimum of one parking space per residential unit is provided on site. The other two parking spaces which are required have been credited to us by the Town through the prior use of the second floor.

- iv. Traffic generation, hours of operation, noise levels and outdoor lighting;

Applicant Response: The use will not have an adverse effect on the noise levels and outdoor lighting. In terms of the traffic generation, it would be less than the current commercial use.

- v. Alteration of light and air;

Applicant Response: The use will not have an adverse effect on light and air.

- vi. Setbacks and buffers such as fences, walls, landscaping and open space treatment;

Applicant Response: The use will not include any new setbacks and buffers such as fences, walls landscaping and open space.

- vii. The architectural and site design are compatible with the character of the surrounding area; and

Applicant Response: The use will not have an adverse effect on the character of the surrounding area. Driven by the statement of LBTS- ADS which specifies that "Building façade should maintain the integrity of the original design and style" the permit for the replacement of the windows has been made in accordance to Town's design standards, in order to maintain the Mid- Century Modern (MCM) character of the town.

- viii. Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic.

Applicant Response: The proposed use will not have any additional signs or lighting that will have an adverse effect on the surrounding areas or vehicular traffic.

Staff Finding: *The Applicant has demonstrated that the proposed conditional use, including its scale, intensity, traffic generating characteristics, and off-site impacts are compatible and harmonious with adjacent land uses.*

2. **Sufficient Site Size, Site Specifications, and Infrastructure to Accommodate the Proposed Use.** The size and shape of the site, the proposed access and internal circulation, and the urban design must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to provide adequate screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

Applicant Response: There is sufficient site size, and infrastructure to accommodate the proposed use. No changes will be made on the exterior of the building. In the interior the two units are carefully designed to provide enough space to the future tenants/ guests.

Staff Finding: *There is sufficient site size, site specifications and infrastructure to accommodate the proposed use.*

3. **Compliance with the Comprehensive Plan and Code of Ordinances.** The conditional use shall comply with environmental, zoning, concurrency and other applicable regulations of this Code of Ordinances and shall be consistent with the Comprehensive Plan.

Applicant Response: The conditional use will comply with environmental, zoning, concurrency and other applicable regulations of this Code of Ordinances and will be consistent with the Comprehensive Plan.

Staff Finding: *The conditional use complies with the applicable regulations of the Town's Unified Land Development Regulations and is consistent with the Town's Comprehensive Plan.*

4. **Proper Use of Mitigative Techniques.** The conditional use and site plan shall incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.

Applicant Response: Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health safety, convenience or welfare or materially injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located.

Staff Finding: *The conditional use application requires no mitigative techniques and therefore the application meets this requirement.*

Site Plan Amendment Application

Section 30-318 of the Town Code (**Exhibit 5**), which outlines the requirements for parking, is also applicable to the request. The Code allows the Development Services Director to waive many application requirements necessary for the evaluation of the conditional use application. The traffic study was waived as the Staff determined the conversion of two office spaces into two (2) residential dwelling units would have no significant traffic impact on the Property. A survey, floor plan, and site plan were submitted as part of the application. No exterior changes are being proposed to the existing building. The parking requirements are outlined below.

Parking Requirements

The request to convert the second-floor office space into two (2) residential spaces impacts the parking requirements for the site. Pursuant to Sections 30-318(b) and 30-314 of the Town Code, office uses are required to provide one (1) parking space per every 250 square feet (**Exhibits 5 & 6**). Multiple family dwellings require one and one-half (1 ½) parking spaces for each dwelling unit with less than three (3) bedrooms, plus one (1) guest space for every five (5) units. The minimum required number of parking spaces for the Property with the existing commercial use and the proposed residential use is shown in **Table 1** below. The "Spaces Credited" column refers to parking spaces that were credited to properties when Commercial Boulevard was redesigned to create the current plazas, and the parking spaces previously available to individual properties were converted into common parking areas.

Table 1

Area	Required Spaces	Physical Spaces*	Spaces Credited	Spaces Exempted
Laspada (1 st Fl E)	10	2	6	2
Vacant (1 st Fl W)	5	1	4	0
Unit 1 (2 nd Fl Front)	2	1	1	0
Unit 2 (2 nd Fl Rear)	2	1	1	0

*The parking for the Property is composed of a combination of physical spaces behind the building, spaces credited to each portion of the building at the time the plazas were created on Commercial Boulevard, and exempted spaces that were received by Laspada's in 2013 through parking exemption application.

Allocation of Flexibility Units

Flexibility units are the difference between the number of dwelling units permitted within a flexibility zone by the Broward County Future Land Use Plan and the lesser number of dwelling units permitted by the Town's certified Future Land Use Plan.

Pursuant Section 30-100 of the Town Code, the assignment of flexibility units is subject to meeting the provisions and requirements of the Broward County Land Use Plan, as incorporated into the Town's certified land use plan. The Flexibility Rules allow the Town to approve the location of residential units on properties designated for Commercial Land Use, so long as the Town determines that a sufficient number of flexibility units are available to be assigned to the Property, and the rules and restrictions regarding the allocation of flexibility units, as established by the Broward County Land Use Plan, are met.

Flexibility Zone ("Flex Zone") boundaries are established by the Broward County Land Use Plan. There are two Flex Zones that encompass the Town - Flex Zone 24 and Flex Zone 39. The Property is located within Flex Zone 39.

In order to allocate flexibility units, the Town must first determine whether there are available flexibility units in the Flex Zone. The Town maintains a log of the number of available flexibility units and provides an annual status report to the County. Currently, there are 278 Flexibility Units available for allocation within Flex Zone 39. Therefore, the request for two (2) flexibility units may be granted by the Town Commission.

Additionally, the Town can only allocate flexibility units by an official action as established in the Town's Unified Land Development Regulations and subject to compliance with the provisions for mixed use development as contained therein. The flex unit may be allocated as part of the Commission's approval of the conditional use and site plan amendment application.

Citizen Participation Meeting

On November 28, 2022, the Applicant conducted a Citizen Participation meeting in accordance with Section 30-114 of the Town Code and provided the Town with a summary of the meeting (**Exhibit 7**).

Discussion

Recommendation and Conditions

Notification was posted on the Property, the Town's website, and mailed to affected parties within 300 feet as required by Section 30-139(d) of the Town Code (**Exhibit 8**). The Town has not received any responses from the public in favor or in opposition to the proposed project.

The Department has reviewed the applications submitted in association with this request and has found that the request to permit a mixed use development on the Property is in compliance with the:

- a. Broward County Flexibility Rules, as provided in the Broward County Land Use Plan and Town of Lauderdale-By-the-Sea certified adopted Comprehensive Plan; and
- b. Chapter 30, "Unified Land Development Regulations" of the Town Code of Ordinances.

The Department recommends approval of the:

- a. Conditional Use Application to permit a mixed use development on the Property, per Section 30-271 "B-1 Business Zoning District"; and Section 30-126 "Conditional Use"; and
- b. Level 2 Site Plan Modification Application for review of compliance with parking requirements for the Property per Section 30-318 "Minimum Parking Requirements"; Section 30-114 "Off-street Parking; General Requirements"; and the requirements for a Site Plan Amendment as provided in Chapter 30 Unified Land Development Regulations; and
- c. Flex Unit Allocation Application to permit residential units on the Property, per Section 30-100 "Allocation of Flexibility Units".

The Department recommend the following conditions:

1. The Applicant shall secure a building permit, as defined in Section 30-121(e) of the Town Code for the project within twelve (12) months of the date of the development order approval and a certificate of occupancy for all structures within eighteen (18) months of obtaining the building permit. An extension to the deadline for completion of construction and compliance with the site plan development order may be granted by the Special Magistrate pursuant to the requirements of Section 6-12 of the Town Code.

2. All construction shall be in accordance with the plans, incorporated into the approved Development Order (**Exhibit 9**), which are listed in this report and in accordance with all modifications and conditions approved by the Town Commission. If changes occur as part of the building permit and/or architectural review process, the Applicant will be required to provide this information to Development Services Staff to determine if a modification of the Site Plan approval is required.
3. Prior to issuance of a building permit, the Finance Director shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.
4. The approved site plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
5. All applicable state and federal permits shall be obtained before commencement of construction.

Recommendation: Staff recommends that the Board vote to recommend the Town Commission's approval of the request for site plan modification, conditional use, and flex unit allocation.

Exhibits:

1. Applications and plans
 - a. Conditional Use Application
 - b. Site Plan Modification Application
 - c. Flex Unit Allocation
 - d. Plans and narrative
2. Section 30-271 - Mixed use requirements
3. Section 30-126 - Conditional use requirements
4. Section 30-100 - Flexibility rules
5. Section 30-318 - Parking requirements
6. Section 30-314 - Off street parking; general requirements
7. Citizen Participation Meeting summary
8. Section 30-139 - Public notice requirements
9. Development Order

Exhibit 1

LAUDERDALE•BY•THE•SEA

Universal Development Application



233 Commercial Boulevard
Conditional Use – Mixed Use

4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

Administrative Purpose

Application Number: 2022 - CU - 01

BTR #: _____

Date Application Submitted: 10/9/22

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

Cost Recovery Fee: _____

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

Check appropriate application and block:

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

Project Name: 233 E. COMMERCIAL BLVD.

Folio Numbers: 4943-18-07-0420

Street Address: 233 E. COMMERCIAL BLVD., LBTS FL. 33308

Legal Description: SILVER SHORES, SEC LBTS, UNIT B L2, 31-31B. B-K.

Name of Property Owner: IMCO BY C., LLC Property Owner's Phone #: 561-480-1397

Address of Property Owner: P.O. BOX 2152, WEST PALM BCH., FL. 33402

Property Owner's Email Address: m.karachalia@gmail.com

Name of Applicant: CHARLES WEIDNER Applicant's Phone #: 954 274-3810

Applicant's Address: 801 S. OCEAN DR. #201, HOLLYWOOD. FL 33019

Applicant Email Address: CWEIDNER321@AOL.COM

Name of Agent (e.g. Contractor Representing the Project): ELEGANT HOMES & DESIGN, INC.

Agent's Email Address: DAYMAKER 99 @ BELLSOUTH.NET Agent's Phone #: 954 914-0789

Agent's Address: P.O. BOX 8472, CORAL SPRINGS FL. 33060

Land Use Plan Designation: BUSINESS Zoning District: B-1, GENERAL BUSINESS DIST.

Existing Use of the Subject Property: MIXED STORE-OFFICE & RESIDENTIAL

Proposed Use of the Subject Property: MIXED STORE-OFFICE & RESIDENTIAL.

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

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

Print Name of Property Owner: _____ Date: _____

Signature of Property Owner: _____

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: IMCO BY C LLC / Ioannis Karachelias Date: 3/19/22

Signature of Property Owner: [Signature]

State of Florida:

County:

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

19 of March, 20 22

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

Print Notary Name: Yuleysi Jimenez Lopez My Commission Expires: October 26, 2025

Notary Signature: [Signature]



YULEYSI JIMENEZ LOPEZ
Commission # HH 191107
Expires October 26, 2025
Bonded Thru Budget Notary Services

Applicant

Print Name of Property Owner: _____ Date: _____

Signature of Property Owner: _____

State of Florida:

County:

5/28/2020

Universal Application



SWORN AND SUBSCRIBED before me by means of physical presence or online notarization, this day
_____ of _____, 20_____.

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

Print Notary Name: _____ My Commission Expires: _____

Notary Signature: _____



LAUDERDALE-BY-THE-SEA

Universal Development Application



233 Commercial Boulevard
Site Plan Modification - Level 2

4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

Administrative Purpose

Application Number: 2022-L2-SPM-02

BTR #: _____

Date Application Submitted: 10/9/22

Date Application found Completed: _____

Pre-Application Meeting Date: _____

Non-Refundable Application Fee: _____

Cost Recovery Fee: _____

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

Check appropriate application and block:

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

Project Name: 233 E. COMMERCIAL BLVD.

Folio Numbers: 4943-18-D7-0420

Street Address: 233 E. COMMERCIAL BLVD., LBTS FL. 33308

Legal Description: SILVER SHORES, SEC. LBTS. UNIT B L2, 31-31B. B-K.

Name of Property Owner: IMCO BY C., LLC. Property Owner's Phone #: 561-480-1397

Address of Property Owner: P.O. BOX 2152, WEST PALM BCH., FL. 33402

Property Owner's Email Address: m.karachalia@gmail.com

Name of Applicant: CHARLES WEIDNER Applicant's Phone #: 954-274-3810

Applicant's Address: 801 S. OCEAN DR., #201 HOLLYWOOD FL. 33019

Applicant Email Address: CWEIDNER321@AOL.COM

Name of Agent (e.g. Contractor Representing the Project): ELEGANT HOMES & DESIGNS, INC.

Agent's Email Address: DAYMAKER99@BELLSOUTH.NET Agent's Phone #: 954-914-0789

Agent's Address: P.O. BOX 8472, CORAL SPRINGS FL. 33060

Land Use Plan Designation: BUSINESS Zoning District: B-1, GENERAL BUSINESS DIST.

Existing Use of the Subject Property: MIXED STORE-OFFICE & RESIDENTIAL

Proposed Use of the Subject Property: MIXED STORE-OFFICE & RESIDENTIAL

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

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

Print Name of Property Owner: _____ Date: _____

Signature of Property Owner: _____

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: INCO BY C LLC
IOANNIS KARACHALLAS Date: 3/19/22

Signature of Property Owner: [Signature]

State of Florida:

County:

SWORN AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this day 19 of March, 2022.

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

Print Notary Name: Yuleysi Jimenez Lopez My Commission Expires: October 26, 2025

Notary Signature: [Signature]



YULEYSI JIMENEZ LOPEZ
Commission # HH 191107
Expires October 26, 2025
Bonded Thru Budget Notary Services

Applicant

Print Name of Property Owner: _____ Date: _____

Signature of Property Owner: _____

State of Florida:

County:



SWORN AND SUBSCRIBED before me by means of _____ physical presence or _____ online notarization, this day
_____ of _____, 20_____.

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

Print Notary Name: _____ My Commission Expires: _____

Notary Signature: _____



LAUDERDALE•BY•THE•SEA

Universal Development Application



233 Commercial Boulevard
Flex Units (2)

4501 N. OCEAN DRIVE, LAUDERDALE-BY-THE-SEA, FL 33308
(954)-640-4210
ZONING@LBTS-FL.GOV
M-F 8:30-4:30 PM

Administrative Purpose

Application Number: 2022-FXU-01
BTR #: _____
Date Application Submitted: 10/9/22
Date Application found Completed: _____
Pre-Application Meeting Date: _____
Non-Refundable Application Fee: _____
Cost Recovery Fee: _____

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

Check appropriate application and block:

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

Project Name: 233 E. COMMERCIAL BLVD.

Folio Numbers: 4943-18-07-0420

Street Address: 233 E. COMMERCIAL BLVD., LBTS., FL. 33308

Legal Description: SILVER SHORES, SEC. LBTS, UNIT B L2, 31-31B., B-K.

Name of Property Owner: IMCO BY C., LLC. Property Owner's Phone #: 561-480-1397

Address of Property Owner: P.O. BOX 2152, WEST PALM BCH., FL. 33402

Property Owner's Email Address: m.karachalia@gmail.com

Name of Applicant: CHARLES WEIDNER Applicant's Phone #: 954-274-3810

Applicant's Address: 801 S. OCEAN DR. #201, HOLLYWOOD, FL 33019

Applicant Email Address: CWEIDNER321@AOL.COM

Name of Agent (e.g. Contractor Representing the Project): ELEGANT HOMES & DESIGNS, INC.

Agent's Email Address: DAYMAKER99@BELLSOUTH.NET Agent's Phone #: 954-914-0789

Agent's Address: P.O. BOX 8472, CORAL SPRINGS, FL. 33060

Land Use Plan Designation: BUSINESS Zoning District: B-1, GENERAL BUSINESS DIST.

Existing Use of the Subject Property: MIXED STORE-OFFICE & RESIDENTIAL.

Proposed Use of the Subject Property: MIXED STORE-OFFICE & RESIDENTIAL.

APPROVAL OF WAIVER OF TIME ALLOWED TO REVIEW APPLICATION

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Print Name of Property Owner: _____ Date: _____

Signature of Property Owner: _____

DEVELOPMENT APPLICATION SIGNATURE SECTION

Property Owner

Print Name of Property Owner: IMCO. BY. C. LLC IOANNIS KARACHALIAS Date: 3/19/22

Signature of Property Owner: [Signature]

State of Florida:

County:

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

19 of MARCH, 2022

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

Print Notary Name: Yuleysi Jimenez Lopez My Commission Expires: OCTOBER 26, 2025

Notary Signature: [Signature]



Applicant

Print Name of Property Owner: _____ Date: _____

Signature of Property Owner: _____

State of Florida:

County:



SWORN AND SUBSCRIBED before me by means of _____ physical presence or _____ online notarization, this day _____ of _____, 20_____.

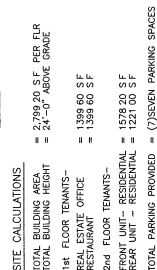
The person signing is ☐ personally known to me or has ☐ produced identification

Print Notary Name: _____ My Commission Expires: _____

Notary Signature: _____



REVISIONS	BY



Charles O. Buckalew
Consulting Engineering Services, Inc.
801 South Ocean Drive, Suite 201
Hollywood, Florida 33019
COA Number 6255
(954) 558-1189 Fax (954) 929-8988
Tele

১৮

CHARLES O. BUCKLEY, JR.
FLORIDA REG. NO. 24842

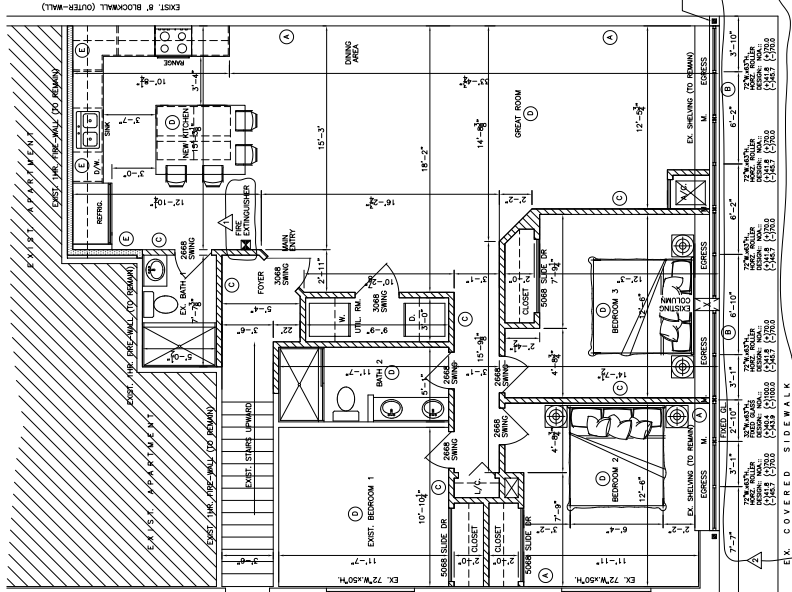
DATE	OCT, 2022
SCALE	1"=20'-0"
BY	CRW
JOB	OC-2297
SHEET	SP-1

[illegible]

FOR:: 233 EAST COMMERCIAL BLVD. - AIRB-B

CHARLES O. BUCKLEY, P.E.
FLORIDA REG. NO. 24842

DATE	DEC., 2019
SCALE	1/4"=1'-0"
BY	C.R.W.
JOB	DE-1997
SHT	A-1



2nd. FLOOR

NEW UNIT - FLOOR PLAN

SCALE: 1/4"=1'-0"

USE & OCCUPANCY CLASSIFICATION :
RESIDENTIAL, GROUP "R" (R-2), F.B.C. SECTION 310.4
CLASSIFICATION OF WORK :
(2nd.FLR.) NEW WINDOWS & NEW 8"BLOCKWALL., O.A.

- WALL SCHEDULE :**
- (A) PROVIDE 1" x 2" x 1/2" WT. FURRINGS @ 16" O.C. WITH R-4.1 INSUL. & FINISHED WITH 5/8" TYPE-X GYP. BOARD (TYPICAL WALLS)
 - (B) 1/2" R-10 PERFORMED LOCALWALL WITH 1/2" ADDED R-10. EVERY 16" O.C. PROVIDE 1/2" R-10 PERFORMED LOCALWALL WITH 1/2" ADDED R-10. FILL COLD AT CORNER LOCATIONS. STAIN & BURNED @ 125°C. FINISH WITH 5/8" TYPE-X GYP. BOARD. FINISH WITH (EXACT STONE FINISH).
 - (C) PROVIDE 3 5/8" x 200A. MIL. STUDS @ 16" O.C. & FINISHED WITH 1/2" GYP. BOARD. ECH. PROVIDE GREEN-BROWN OF DUNE-O-R-RO. PROVIDE 1/2" R-10 PERFORMED LOCALWALL WITH 1/2" ADDED R-10. FILL COLD LOCATIONS FOR WOOD CHASE-WALL FRAMING & RATED WALL LIMIT.
 - (D) INTERIOR GLC FINISHED WITH MIL. CHANNELS DURING @ 16" O.C. WITH R-20 BATT INSULATION THROUGHOUT & FINISHED WITH 5/8" GYP. CEILING BOARD. NEW CEILING HGT. = 8'-7" A.F.F. (OPTIONAL 13.5" MIN. GLC FINISH @ 16" O.C. ACCEPTABLE)

BOARD EACH SUEL... PROVIDE GREEN-BOARD IN KITCHEN AREAS (WET AREAS) AS NEEDED. REFER TO PLAN LOCATIONS FOR FIRE-RATED WALL LIMITS (1HR. FIRE-RATED TENANT SEPARATION WALL, DESIGN NO. U465-- ANSI/UP. 263)

WINDOW DESIGN PRESSURES BASED ON PENETRATION VOLUNTARY WIND-LOAD, PER ASCE 7-16 METHOD 1, PART 1, WIND 180 MPH
 ZONE 2 AND 3, EXPOSURE CATEGORY B, $K_{zt} = 1.0$, RISK CAT. 1, ALLOWABLE STRESS DESIGN (ASD) METHOD, $P = 0.0M$.

CONTRACTOR TO VERIFY ALL WINDOW (P/3) OPENINGS MEET TO FIT DOORS & WINDOWS
 AS PLAN SPECIFIED. NOTIFY ENGINEER OF CONFLICTS PRIOR TO CONSTRUCTION.
 WINDOW & DOOR MANUFACTURER'S BRAND, MAKE(S) AS SPECIFIED OR APPROVED EQUAL. BY OWNER AND ENGINEER

- [illegible]

INT. DEMOLITION PLAN

SCALE: 1/4"=1'-0"

DEMOLITION NOTES:

ALL WASTE MATERIAL/DEBRIS TO BE REMOVED AND DISPOSED OF BY CONTRACTOR IN A MANNER THAT RECOMMENDS THAT THE CONTRACTOR USES THE SITE PRIOR TO RECONSTRUCTION TO MAINTAIN ACCESS TO EXISTING TENANT BAY, ELEC. BAY, CABLE, POTABLE WATER, SAN, SEWER, ETC. UNDER NO CIRCUMSTANCES SHALL THESE SERVICES BE INTERRUPTED OR ANY CONDITIONS ALTERED, UNLESS OTHERWISE INDICATED.

CURRENT ELECTRIC, HVAC, WATER & SEWER SERVICE IS ACTIVE FOR TENANT BAY, ALL ITEMS TO REMAIN IN EXIST. CONDITION, UNLESS OTHERWISE INDICATED.

DEMOLITION OF EXISTING CONDITIONS SHALL BE CONFINED TO INTERIOR OF TENANT SPACE AND ALL ITEMS SCHEDULED FOR REMOVAL ARE CONSIDERED NON-STRUCTURAL. ALL DEMOLITION TO BE REMOVED THRU TENANT SPACE ACCESS LOCATIONS. CONTRACTOR SHALL ENSURE THAT SUFFICIENT ACCESSIBILITY IS MAINTAINED AT ALL TIMES FOR PEDESTRIAN SPACE THROUGHOUT THE DURATION OF CONSTRUCTION.

ALL REMOVED MATERIALS AND UNWANTED EQUIPMENT SHALL BE REMOVED FROM THE PROJECT SITE BY THE CONTRACTOR. CONTRACTOR SHALL INSPECT ALL EXISTING EQUIPMENT AND SYSTEMS FOR FULL OPERABLE CONDITIONS AND PROVIDE A SERVICE REPORT TO TENANT & ENGINEER FOR REVIEW.

REVISIONS	BY

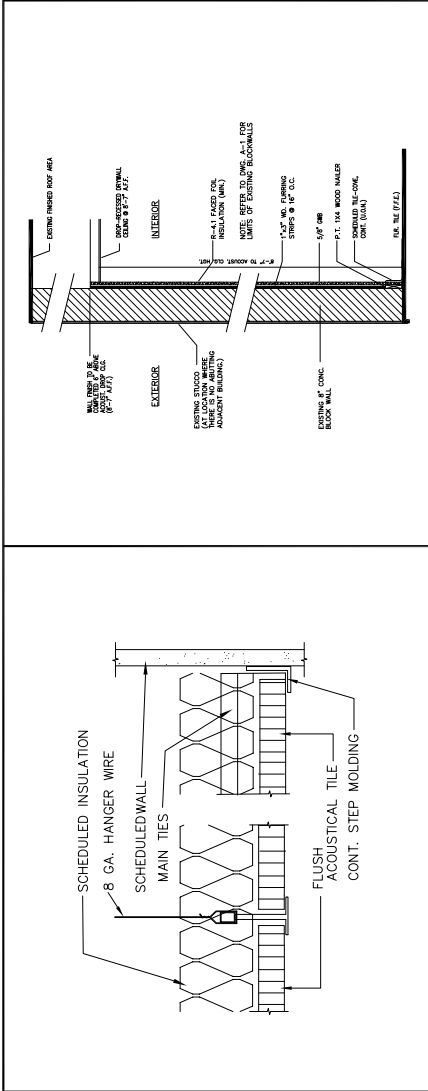
FOR: 233 - UNIT "C", EAST COMMERCIAL BLVD.
 FLOOR: 4943-18-07-0420, LAUDERDALE BY THE SEA, FL. 33308

Charles O. Buckalew
 Consulting Engineering Services, Inc.
 801 South Ocean Drive, Suite 201
 Hollywood, Florida 33019
 C.O.A. Number: 6205
 Tel: (954) 558-1189 Fax: (954) 929-8908

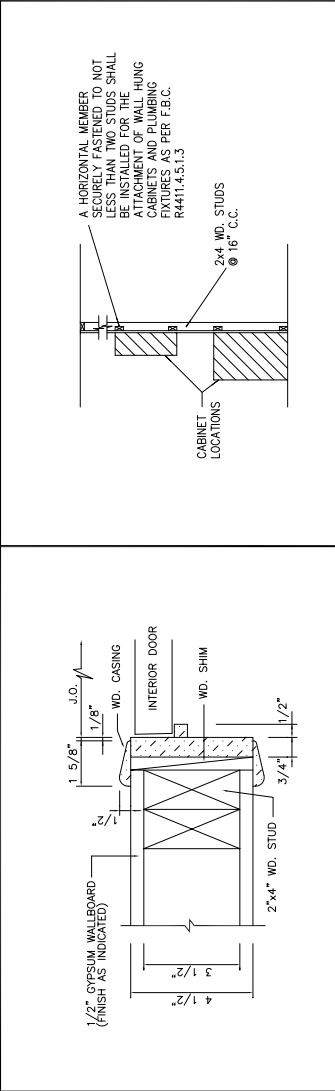


CHARLES O. BUCKALEW
 CONSULTING ENGINEERING SERVICES, INC.
 801 SOUTH OCEAN DRIVE, SUITE 201
 HOLLYWOOD, FLORIDA 33019
 C.O.A. NUMBER: 6205
 TEL: (954) 558-1189 FAX: (954) 929-8908

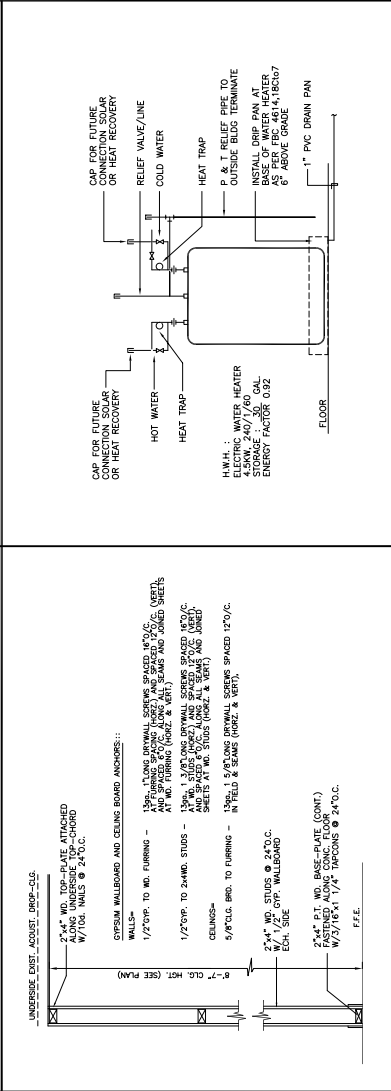
DATE	OCT., 2022
SCALE	AS NOTED
BY	C.E.W.
JOB	OC-2297
SHT	A-2



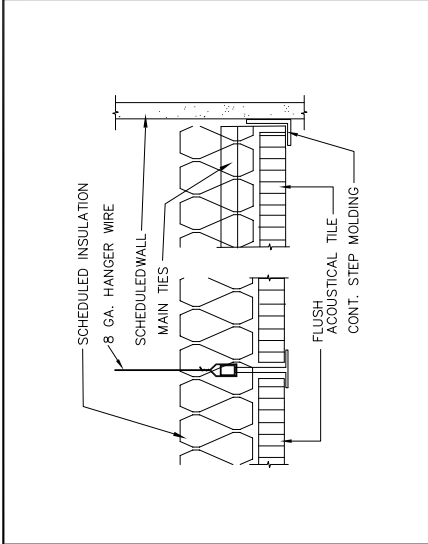
EXIST. CONC. BLOCKWALL DETAIL



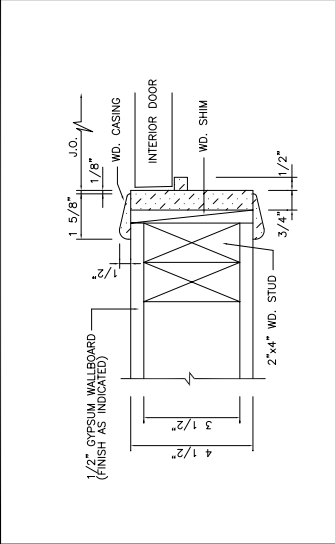
INTERIOR JAMB DETAIL



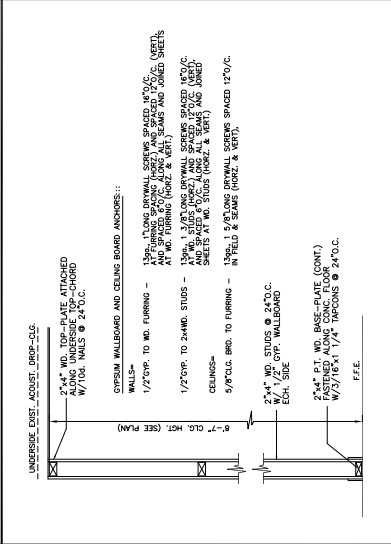
WALL-HUNG CABINETS



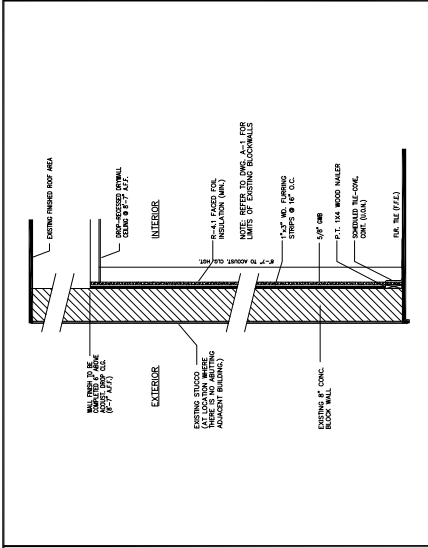
FLUSH ACOUST. CLG. DETAIL



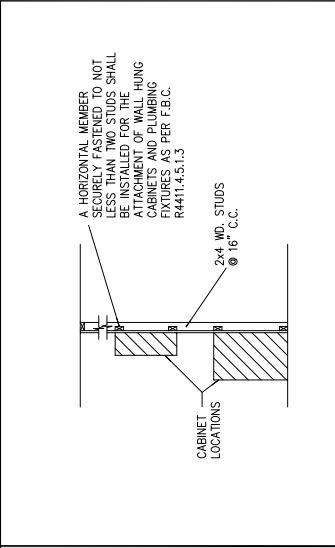
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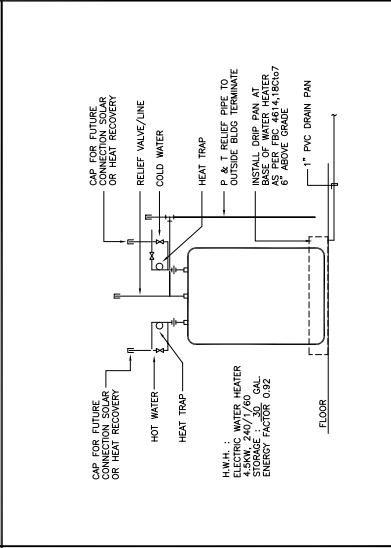
WATER HEATER INSTALL DETAIL



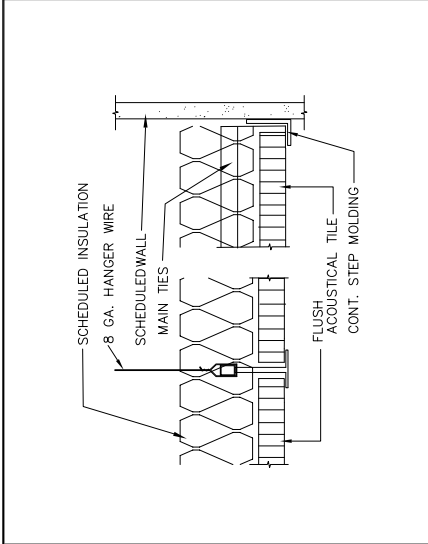
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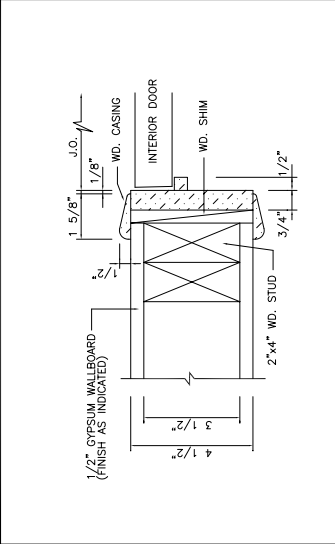
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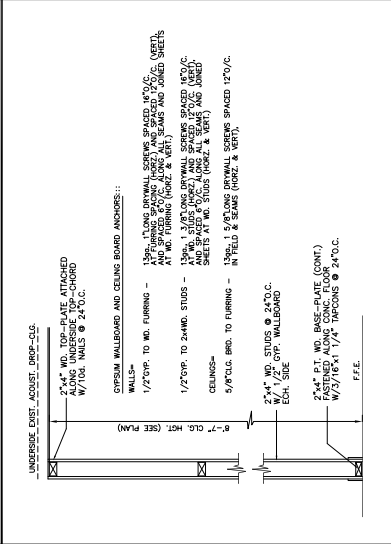
WALL-HUNG CABINETS



FLUSH ACOUST. CLG. DETAIL



INTERIOR JAMB DETAIL



WALL-HUNG CABINETS

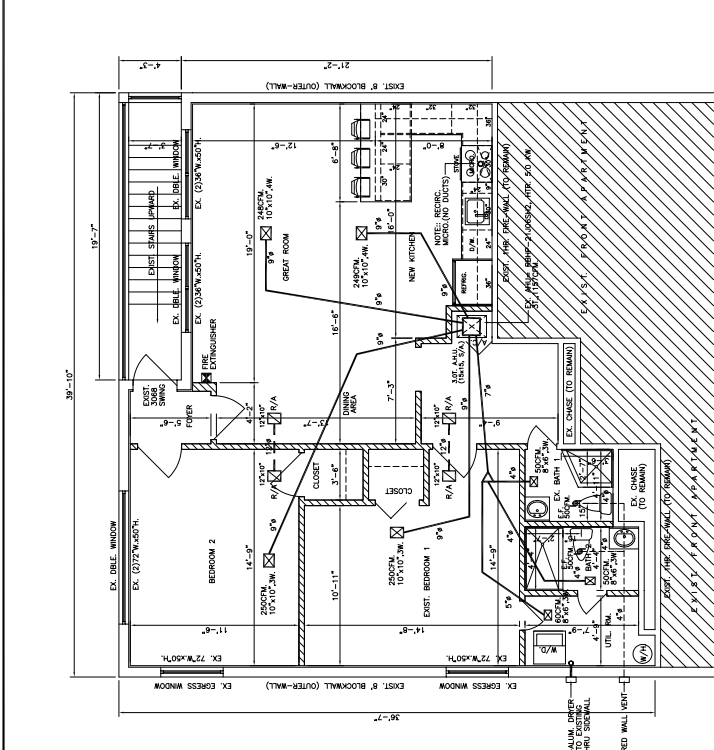
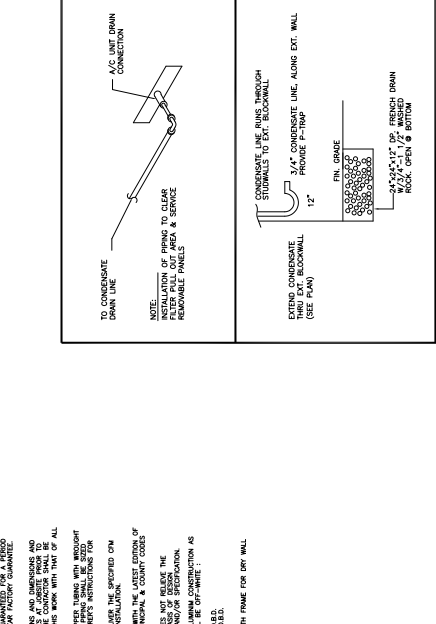
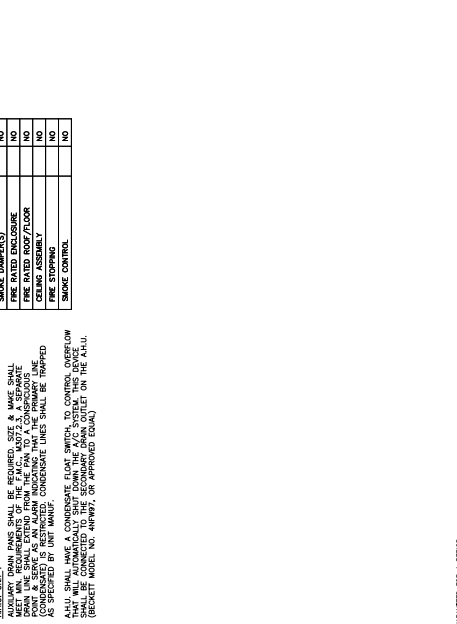
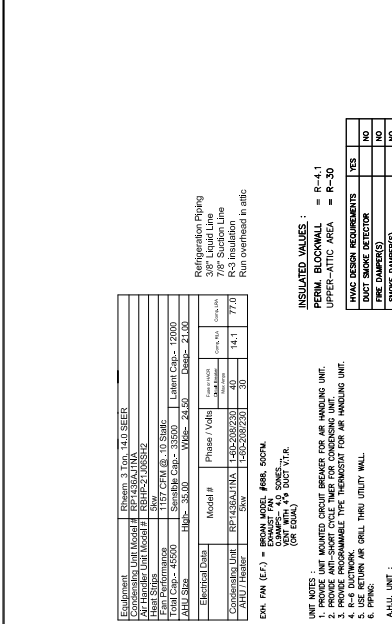
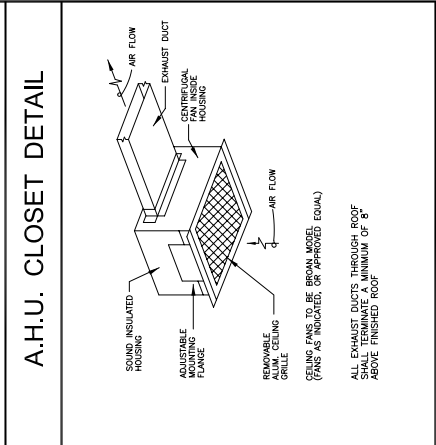
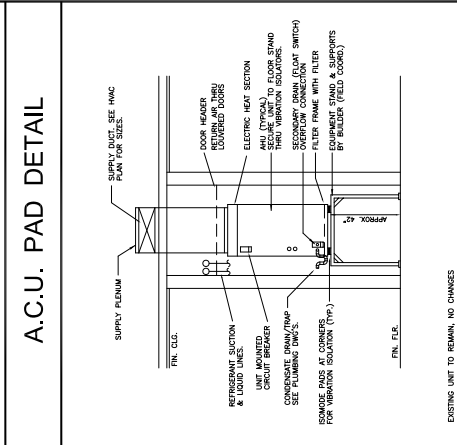
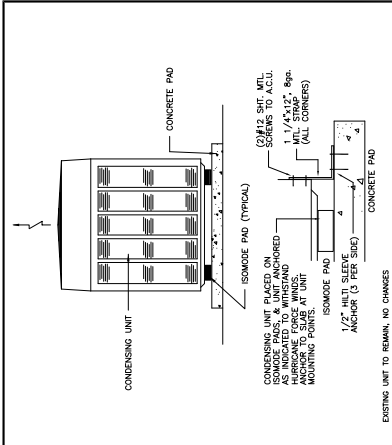
REVISIONS	BY

FOR: 233 - UNIT "C", EAST COMMERCIAL BLVD.
FOLIO: 4943-18-07-0420, LAUDERDALE BY THE SEA, FL, 33308

Charles O. Buckalew
Consulting Engineering Services, Inc.
801 South Ocean Drive, Suite 201
Hollywood, Florida 33019
Tel: (954) 558-1189 Fax: (954) 929-6988

FLORIDA REG. NO. 25842
C.O.A. Number: 6205
HOLLYWOOD, FL 33019

DATE: OCT. 2022
SCALE: 1/4"=1'-0"
BY: C.R.K.
JOB: OC-2297
SHT: AC-1



2nd. FLOOR

HVAC - FLOOR PLAN

SCALE: 1/4"=1'-0"

- GENERAL NOTES & SPECIFICATIONS:
 1. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 2. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 3. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 4. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 5. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 6. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 7. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 8. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 9. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 10. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 11. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 12. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 13. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 14. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 15. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 16. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 17. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 18. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
 19. THE DRAWING SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND NOTES TO THE SPECIFICATIONS.
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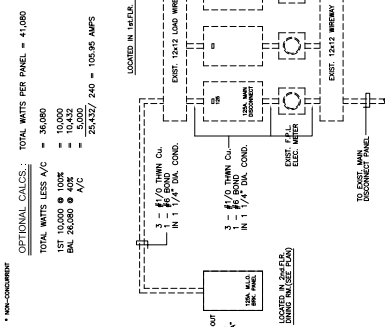
FOR:: 233 - UNIT "C", EAST COMMERCIAL BLVD.
FOLIO :: 4943-18-07-0420, LAUDERDALE BY THE SEA, FL, 33308

[illegible]

XH. FAN (E.F.) = BROWN MODEL #68B, 50CFM.
EXHAUST FAN
0.9AMPS— 4.0 SONES—,
VENT WITH 4" DUCT V.T.R.
(OR EQUAL)

CIRCUIT BREAKER PANEL "N" (B/CAT PANEL)							AC 5000 - 15000	
DEF	SPACE	WATS	TRIP	POLES	WIRE #	CONV.		
1	EMER. STOP (E/STOP)	500	20	1	12	RMKX		
2	M. REVERSE (M/RP)	500	20	1	12	RMKX		
3	M. FORWARD (M/FWD)	500	20	1	12	RMKX		
4	STOP (STOP)	500	20	1	12	RMKX		
5	M. REVERSE (M/RP)	500	20	1	12	RMKX		
6	STOP (STOP)	500	20	1	12	RMKX		
7	REVERSE (REVERSE)	500	20	1	12	RMKX		
8	STOP (STOP)	500	20	1	12	RMKX		
9	FORWARD (FORWARD)	500	20	1	12	RMKX		
10	STOP (STOP)	500	20	1	12	RMKX		
11	REVERSE (REVERSE)	500	20	1	12	RMKX		
12	STOP (STOP)	500	20	1	12	RMKX		
13	FORWARD (FORWARD)	500	20	1	12	RMKX		
14	STOP (STOP)	500	20	1	12	RMKX		
15	REVERSE (REVERSE)	500	20	1	12	RMKX		
16	STOP (STOP)	500	20	1	12	RMKX		
17	FORWARD (FORWARD)	500	20	1	12	RMKX		
18	STOP (STOP)	500	20	1	12	RMKX		
19	REVERSE (REVERSE)	500	20	1	12	RMKX		
20	STOP (STOP)	500	20	1	12	RMKX		
21	FORWARD (FORWARD)	500	20	1	12	RMKX		
22	STOP (STOP)	500	20	1	12	RMKX		
23	REVERSE (REVERSE)	500	20	1	12	RMKX		
24	STOP (STOP)	500	20	1	12	RMKX		
25	FORWARD (FORWARD)	500	20	1	12	RMKX		
26	STOP (STOP)	500	20	1	12	RMKX		
27	REVERSE (REVERSE)	500	20	1	12	RMKX		
28	STOP (STOP)	500	20	1	12	RMKX		
29	FORWARD (FORWARD)	500	20	1	12	RMKX		
30	STOP (STOP)	500	20	1	12	RMKX		
31	REVERSE (REVERSE)	500	20	1	12	RMKX		
32	STOP (STOP)	500	20	1	12	RMKX		
33	FORWARD (FORWARD)	500	20	1	12	RMKX		
34	STOP (STOP)	500	20	1	12	RMKX		
35	REVERSE (REVERSE)	500	20	1	12	RMKX		
36	STOP (STOP)	500	20	1	12	RMKX		
37	FORWARD (FORWARD)	500	20	1	12	RMKX		
38	STOP (STOP)	500	20	1	12	RMKX		
39	REVERSE (REVERSE)	500	20	1	12	RMKX		
40	STOP (STOP)	500	20	1	12	RMKX		
41	FORWARD (FORWARD)	500	20	1	12	RMKX		
42	STOP (STOP)	500	20	1	12	RMKX		
43	REVERSE (REVERSE)	500	20	1	12	RMKX		
44	STOP (STOP)	500	20	1	12	RMKX		
45	FORWARD (FORWARD)	500	20	1	12	RMKX		
46	STOP (STOP)	500	20	1	12	RMKX		
47	REVERSE (REVERSE)	500	20	1	12	RMKX		
48	STOP (STOP)	500	20	1	12	RMKX		
49	FORWARD (FORWARD)	500	20	1	12	RMKX		
50	STOP (STOP)	500	20	1	12	RMKX		
51	REVERSE (REVERSE)	500	20	1	12	RMKX		
52	STOP (STOP)	500	20	1	12	RMKX		
53	FORWARD (FORWARD)	500	20	1	12	RMKX		
54	STOP (STOP)	500	2					

TOTAL WATS =		44,500
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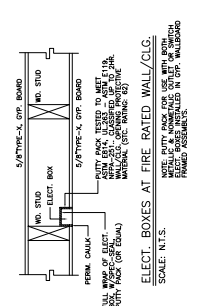
EXIST. 125A. ELECTRIC SERVICE RISER
N.T.S.



- [illegible]

FOR: 233 - UNIT "C", EAST COMMERCIAL BLVD.
FOLIO :: 4943-18-07-0420, LAUDERDALE BY THE SEA, FL. 33308

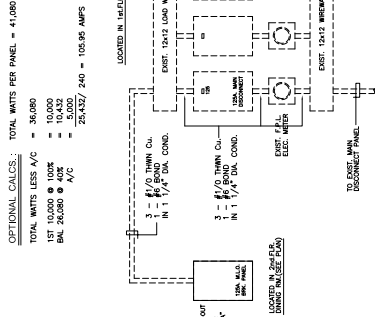
B



ELECTRICAL NOTES: ...

1. ALL MATERIAL, PRACTICES, STANDARDS AND WORKMANSHIP, SHALL MEET THE APPLICABLE STANDARDS AND SPECIFICATIONS OF THE 2017 NATIONAL ELECTRICAL CODE, 2017 EDITION, NEC-2017, NFPA-70, 2012 AND THE NFPA-70B-2012.
2. A DISCONNECT SWITCH IS REQUIRED WITHIN SITE OF ALL HVAC EQUIPMENT, AS PLAIN INDICATED. NEC-440.11.4
3. TAMPER RESISTANT RECEPTABLES AND GFI RECEPTABLES ARE REQUIRED THROUGHOUT FULL RESIDENCE. NEC-406.11
4. A MINIMUM OF 75% PERCENT OF LIGHTING FIXTURES SHALL BE OF HIGH-EFFICIENCY LAMPS.

CIRCUIT BREAKER PANEL "A" (36 SKT PANEL)						
100-150 AMP, 120V, 1 PH, 10000						
QTY	DESCRIPTION	UNITS	TIME	PACKS	WHS #	CODE
1	EXT. REPAIRS (1-10)	1000	20	1	12	PANSE
2	EXT. REPAIRS (11-20)	1000	20	1	12	PANSE
3	EXT. REPAIRS (21-30)	1000	20	1	12	PANSE
4	EXT. REPAIRS (31-40)	1000	20	1	12	PANSE
5	WATER MAIN (1-10)	1000	20	1	12	PANSE
6	WATER MAIN (11-20)	1000	20	1	12	PANSE
7	WATER MAIN (21-30)	1000	20	1	12	PANSE
8	WATER MAIN (31-40)	1000	20	1	12	PANSE
9	SEWER MAIN (1-10)	1000	20	1	12	PANSE
10	SEWER MAIN (11-20)	1000	20	1	12	PANSE
11	SEWER MAIN (21-30)	1000	20	1	12	PANSE
12	SEWER MAIN (31-40)	1000	20	1	12	PANSE
13	WATER MAIN (41-50)	1000	20	1	12	PANSE
14	WATER MAIN (51-60)	1000	20	1	12	PANSE
15	WATER MAIN (61-70)	1000	20	1	12	PANSE
16	WATER MAIN (71-80)	1000	20	1	12	PANSE
17	WATER MAIN (81-90)	1000	20	1	12	PANSE
18	WATER MAIN (91-100)	1000	20	1	12	PANSE
19	WATER MAIN (101-110)	1000	20	1	12	PANSE
20	WATER MAIN (111-120)	1000	20	1	12	PANSE
21	WATER MAIN (121-130)	1000	20	1	12	PANSE
22	WATER MAIN (131-140)	1000	20	1	12	PANSE
23	WATER MAIN (141-150)	1000	20	1	12	PANSE
24	WATER MAIN (151-160)	1000	20	1	12	PANSE
25	WATER MAIN (161-170)	1000	20	1	12	PANSE
26	WATER MAIN (171-180)	1000	20	1	12	PANSE
27	WATER MAIN (181-190)	1000	20	1	12	PANSE
28	WATER MAIN (191-200)	1000	20	1	12	PANSE
29	WATER MAIN (201-210)	1000	20	1	12	PANSE
30	WATER MAIN (211-220)	1000	20	1	12	PANSE
31	WATER MAIN (221-230)	1000	20	1	12	PANSE
32	WATER MAIN (231-240)	1000	20	1	12	PANSE
33	WATER MAIN (241-250)	1000	20	1	12	PANSE
34	WATER MAIN (251-260)	1000	20	1	12	PANSE
35	WATER MAIN (261-270)	1000	20	1	12	PANSE
36	WATER MAIN (271-280)	1000	20	1	12	PANSE
37	WATER MAIN (281-290)	1000	20	1	12	PANSE
38	WATER MAIN (291-300)	1000	20	1	12	PANSE
39	WATER MAIN (301-310)	1000	20	1	12	PANSE
40	WATER MAIN (311-320)	1000	20	1	12	PANSE
41	WATER MAIN (321-330)	1000	20	1	12	PANSE
42	WATER MAIN (331-340)	1000	20	1	12	PANSE
43	WATER MAIN (341-350)	1000	20	1	12	PANSE
44	WATER MAIN (351-360)	1000	20	1	12	PANSE
45	WATER MAIN (361-370)	1000	20	1	12	PANSE
46	WATER MAIN (371-380)	1000	20	1	12	PANSE
47	WATER MAIN (381-390)	1000	20	1	12	PANSE
48	WATER MAIN (391-400)	1000	20	1	12	PANSE
49	WATER MAIN (401-410)	1000	20	1	12	PANSE
50	WATER MAIN (411-420)	1000	20	1	12	PANSE
51	WATER MAIN (421-430)	1000	20	1	12	PANSE
52	WATER MAIN (431-440)	1000	20	1	12	PANSE
53	WATER MAIN (441-450)	1000	20	1	12	PANSE
54	WATER MAIN (451-460)	1000	20	1	12	PANSE
55	WATER MAIN (461-470)	1000	20	1	12	PANSE
56	WATER MAIN (471-480)	1000	20	1	12	PANSE
57	WATER MAIN (481-490)	1000	20	1	12	PANSE
58	WATER MAIN (491-500)	1000	20	1	12	PANSE
59	WATER MAIN (501-510)	1000	20	1	12	PANSE
60	WATER MAIN (511-520)	1000	20	1	12	PANSE
61	WATER MAIN (521-530)	1000	20	1	12	PANSE
62	WATER MAIN (531-540)	1000	20	1	12	PANSE
63	WATER MAIN (541-550)	1000	20	1	12	PANSE
64	WATER MAIN (551-560)	1000	20	1	12	PANSE
65	WATER MAIN (561-570)	1000	20	1	12	PANSE
66	WATER MAIN (571-580)	1000	20	1	12	PANSE
67	WATER MAIN (581-590)	1000	20	1	12	PANSE
68	WATER MAIN (591-600)	1000	20	1	12	PANSE
69	WATER MAIN (601-610)	1000	20	1	12	PANSE
70	WATER MAIN (611-620)	1000	20	1	12	PANSE
71	WATER MAIN (621-630)	1000	20	1	12	PANSE
72	WATER MAIN (631-640)	1000	20	1	12	PANSE
73	WATER MAIN (641-650)	1000	20	1	12	PANSE
74	WATER MAIN (651-660)	1000	20	1	12	PANSE
75	WATER MAIN (661-670)	1000	20	1	12	PANSE
76	WATER MAIN (671-680)	1000	20	1	12	PANSE
77	WATER MAIN (681-690)	1000	20	1	12	PANSE
78	WATER MAIN (691-700)	1000	20	1	12	PANSE
79	WATER MAIN (701-710)	1000	20	1	12	PANSE
80	WATER MAIN (711-720)	1000	20	1	12	PANSE
81	WATER MAIN (721-730)	1000	20	1	12	PANSE
82	WATER MAIN (731-740)	1000	20	1	12	PANSE
83	WATER MAIN (741-750)	1000	20	1	12	PANSE
84	WATER MAIN (751-760)	1000	20	1	12	PANSE
85	WATER MAIN (761-770)	1000	20	1	12	PANSE
86	WATER MAIN (771-780)	1000	20	1	12	PANSE
87	WATER MAIN (781-790)	1000	20	1	12	PANSE
88	WATER MAIN (791-800)	1000	20	1	12	PANSE
89	WATER MAIN (801-810)	1000	20	1	12	PANSE
90	WATER MAIN (811-820)	1000	20	1	12	PANSE
91	WATER MAIN (821-830)	1000	20	1	12	PANSE
92	WATER MAIN (831-840)	1000	20	1	12	PANSE
93	WATER MAIN (841-850)	1000	20	1	12	PANSE
94	WATER MAIN (851-860)	1000	20	1	12	PANSE
95	WATER MAIN (861-870)	1000	20	1	12	PANSE
96	WATER MAIN (871-880)	1000	20	1	12	PANSE
97	WATER MAIN (881-890)	1000	20	1	12	PANSE
98	WATER MAIN (891-900)	1000	20	1	12	PANSE
99	WATER MAIN (901-910)	1000	20	1	12	PANSE
100	WATER MAIN (911-920)	1000	20	1	12	PANSE
101	WATER MAIN (921-930)	1000	20	1	12	PANSE
102	WATER MAIN (931-940)	1000	20	1	12	PANSE
103	WATER MAIN (941-950)	1000	20	1	12	PANSE
104	WATER MAIN (951-960)	1000	20	1	12	PANSE
105	WATER MAIN (961-970)	1000	20	1	12	PANSE
106	WATER MAIN (971-980)	1000	20	1	12	PANSE
107	WATER MAIN (981-990)	1000	20	1	12	PANSE
108	WATER MAIN (991-1000)	1000	20	1	12	PANSE
109	WATER MAIN (1001-1010)	1000	20	1	12	PANSE
110	WATER MAIN (1011-1020)	1000	20	1	12	PANSE
111	WATER MAIN (1021-1030)	1000	20	1	12	PANSE
112	WATER MAIN (1031-1040)	1000	20	1	12	PANSE
113	WATER MAIN (1041-1050)	1000	20	1	12	PANSE
114	WATER MAIN (1051-1060)	1000	20	1	12	PANSE
115	WATER MAIN (1061-1070)	1000	20	1	12	PANSE
116	WATER MAIN (1071-1080)	1000	20	1	12	PANSE
117	WATER MAIN (1081-1090)	1000	20	1	12	PANSE
118	WATER MAIN (1091-1100)	1000	20	1	12	PANSE
119	WATER MAIN (1101-1110)	1000	20	1	12	PANSE
120	WATER MAIN (1111-1120)	1000	20	1	12	PANSE
121	WATER MAIN (1121-1130)	1000	20	1	12	PANSE
122	WATER MAIN (1131-1140)	1000	20	1	12	PANSE
123	WATER MAIN (1141-1150)	1000	20	1	12	PANSE
124	WATER MAIN (1151-1160)	1000	20	1	12	PANSE
125	WATER MAIN (1161-1170)	1000	20	1	12	PANSE
126	WATER MAIN (1171-1180)	1000	20	1	12	PANSE
127	WATER MAIN (1181-1190)	1000	20	1	12	PANSE
128	WATER MAIN (1191-1200)	1000	20	1	12	PANSE
129	WATER MAIN (1201-1210)	1000	20	1	12	PANSE
130	WATER MAIN (1211-1220)	1000	20	1	12	PANSE
131	WATER MAIN (1221-1230)	1000	20	1	12	PANSE
132	WATER MAIN (1231-1240)	1000	20	1	12	PANSE
133	WATER MAIN (1241-1250)	1000	20	1	12	PANSE
134	WATER MAIN (1251-1260)	1000	20	1	12	PANSE
135	WATER MAIN (1261-1270)	1000	20	1	12	PANSE
136	WATER MAIN (1271-1280)	1000	20	1	12	PANSE
137	WATER MAIN (1281-1290)	1000	20	1	12	PANSE
138	WATER MAIN (1291-1300)	1000	20	1	12	PANSE
139	WATER MAIN (1301-1310)	1000	20	1	12	PANSE
140	WATER MAIN (1311-1320)	1000	20	1	12	PANSE
141	WATER MAIN (1321-1330)	1000	20	1	12	PANSE
142	WATER MAIN (1331-1340)	1000	20	1	12	PANSE
143	WATER MAIN (1341-1350)	1000	20	1	12	PANSE
144	WATER MAIN (1351-1360)	1000	20	1	12	PANSE
145	WATER MAIN (1361-1370)	1000	20	1	12	PANSE
146	WATER MAIN (1371-1380)	1000	20	1	12	PANSE
147	WATER MAIN (1381-1390)	1000	20	1	12	PANSE
148	WATER MAIN (1391-1400)	1000	20	1	12	PANSE
149	WATER MAIN (1401-1410)	1000	20	1	12	PANSE
150	WATER MAIN (1411-1420)	1000	20	1	12	PANSE
151	WATER MAIN (1421-1430)	1000	20	1	12	PANSE
152	WATER MAIN (1431-1440)	1000	20	1	12	PANSE
153	WATER MAIN (1441-1450)	1000	20	1	12	PANSE
154	WATER MAIN (1451-1460)	1000	20	1	12	PANSE
155	WATER MAIN (1461-1470)	1000	20	1	12	PANSE
156	WATER MAIN (1471-1480)	1000	20	1	12	PANSE
157	WATER MAIN (1481-1490)	1000	20	1	12	PANSE
158	WATER MAIN (1491-1500)	1000	20	1	12	PANSE
159	WATER MAIN (1501-1510)	1000	20	1	12	PANSE
160	WATER MAIN (1511-1520)	1000	20	1	12	PANSE
161	WATER MAIN (1521-1530)	1000	20	1	12	PANSE
162	WATER MAIN (1531-1540)	1000	20	1	12	PANSE
163	WATER MAIN (1541-1550)	1000	20	1	12	PANSE
164	WATER MAIN (1551-1560)	1000	20	1	12	PANSE
165	WATER MAIN (1561-1570)	1000	20	1	12	PANSE
166	WATER MAIN (1571-1580)	1000	20	1	12	PANSE
167	WATER MAIN (1581-1590)	1000	20	1	12	PANSE
168	WATER MAIN (1591-1600)	1000	20	1	12	PANSE
169	WATER MAIN (1601-1610)	1000	20	1	12	PANSE
170	WATER MAIN (1611-1620)	1000	20	1	12	PANSE
171	WATER MAIN (1621-1630)	1000	20	1	12	PANSE
172	WATER MAIN (1631-1640)	1000	20	1	12	PANSE
173	WATER MAIN (1641-1650)	1000	20	1	12	PANSE
174	WATER MAIN (1651-1660)	1000	20	1	12	PANSE
175	WATER MAIN (1661-1670)	1000	20	1	12	PANSE
176	WATER MAIN (1671-1680)	1000	20	1	12	PANSE
177	WATER MAIN (1681-1690)	1000	20	1	12	PANSE
178	WATER MAIN (1691-1700)	1000	20	1	12	PANSE
179	WATER MAIN (1701-1710)	1000	20	1	12	PANSE
180	WATER MAIN (1711-1720)	1000	20	1	12	PANSE
181	WATER MAIN (1721-1730)	1000	20	1	12	PANSE
182	WATER MAIN (1731-1740)	1000	20	1	12	PANSE
183	WATER MAIN (1741-1750)	1000	20	1	12	PANSE
184	WATER MAIN (1751-1760)	1000	20	1	12	PANSE
185	WATER MAIN (1761-1770)	1000	20	1	12	PANSE
186	WATER MAIN (1771-1780)	1000	20	1	12	PANSE
187	WATER MAIN (1781-1790)	1000	20	1	12	PANSE
188	WATER MAIN (1791-1800)	1000	20	1	12	PANSE
189	WATER MAIN (1801-1810)	1000	20	1	12	PANSE
190	WATER MAIN (1811-1820)	1000	20	1	12	PANSE
191	WATER MAIN (1821-1830)	1000	20	1	12	PANSE
192	W					

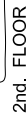


EXIST. 125A. ELECTRIC SERVICE RISER

2nd. FLOOR
ELECTRICAL AND LIGHTING - FLOOR PLAN

- [illegible]

SYMBOL LEGEND :



PLUMBING - FLOOR PLAN

SCALE: 1/4"=1'-0"

PLUMBING FIXTURE CONNECTION SCHEDULE						
MARK	DESCRIPTION	WATER			REMARKS	
		COLD	HOT			
* WELLED	WATER CLOSET - SINK	1"	1/2"	N/A		
* * *	WATER CLOSET - COUNTERTOP	1-1/2"	1/2"	N/A		
* * *	BATH TUB	1-1/2(1/2)"	1/2"	1/2"	SEE NOTE 4	
* * *	KITCHEN SINK	1"	1/2"	1/2"	SEE NOTE 1	
* * *	DISHWASHER	1"	N/A	1/2"	SEE NOTE 2	
* * *	CLOTHES WASHER	2"	1/2"	1/2"	SEE NOTE 2	
* * *	REFRIGERATOR	N/A	N/A	N/A		
* * *	SHOWER	2"	1/2"	1/2"	SEE NOTE 4	

PLUMB. FIXTURE NOTES :

1. CONNECT DRAIN TO KITCHEN SINK TRAP-SIDE WITH FLEXIBLE TUBING.
2. DRAIN & HOSE BIBBS (2) INSTALLED IN RECESSED WALL SERV. BOX.
3. PROVIDE VACUUM BREAKER.
4. PROVIDE ANTI-SCALD VALVE.

FIXTURE NOTE :

MAXIMUM FLOW RATES & CONSUMPTION FOR FIXTURES, FITTINGS AND APPLIANCES SHALL BE PER FPC, TABLE 604.4 / P2903.2

- [illegible]

Narrative in support of Conditional Use, Site Plan Modification, and Flexibility
Unit Allocation Permit Applications
233 E Commercial Blvd, Lauderdale-By-The-Sea FL, 33308

This narrative is to serve as supplementary information related to the conditional use, site plan modification and flexibility use allocation permit applications.

Summary of the project

Our property is located on 233 E Commercial Blvd, next to an area full of action where numerous people yearly either spend their vacation or look to move permanently. Due to this potential and since other buildings around the area already have mixed use, our proposal is to convert the property from a solely commercial use to a mixed use. Most specifically, the building consists of the ground floor where two successful business are operating (Laspadas Hoagies and realty office, By the Sea Vacation Villas) and the second floor which currently consists of two empty units. We intend to make two residential units above the commercial units.

Section 30-126, Conditional use review, requires that the application satisfy specific criteria as noted in 30-126(d). We believe that the application meets the criteria as follows:

1. The proposed use will be harmonious and appropriate for current and future adjacent uses and with respect to the high standards of the Town of Lauderdale-By-The-Sea.
 - i. The proposed use would be compatible with the existing and future land uses in the vicinity. Numerous buildings around the area and even in the specific plaza accommodate commercial uses on the ground floor and residential units above.
 - ii. According to section 3- 271 (B-1 zoning district), since the building is located within 250 feet of Commercial Blvd it is eligible for the proposed use. Additionally, the residential floor area of the mixed use area will not exceed the 50 percent of the gross floor area of the building, exactly half of the building will be turned into residential use. The height of the building of course remains as is.
 - iii. In terms of the parking requirements, the minimum of one parking space per residential unit is provided on site. The other two parking spaces which are required have been credited to us by the Town through the prior use of the second floor.
 - iv. The use will not have an adverse effect on the noise levels and outdoor lighting. In terms of the traffic generation it would be less than the current commercial use.

- v. The use will not have an adverse effect on light and air.
 - vi. The use will not include any new setbacks and buffers such as fences, walls landscaping and open space.
 - vii. The use will not have an adverse effect on the character of the surrounding area. Driven by the statement of LBTS- ADS which specifies that “Building façade should maintain the integrity of the original design and style” the permit for the replacement of the windows has been made in accordance to Town’s design standards, in order to maintain the Mid- Century Modern (MCM) character of the town.
 - viii. The proposed use will not have any additional signs or lighting that will have an adverse effect on the surrounding areas or vehicular traffic.
2. There is sufficient site size, and infrastructure to accommodate the proposed use. No changes will be made on the exterior of the building. In the interior the two units are carefully designed to provide enough space to the future tenants/ guests.
 3. The conditional use will comply with environmental, zoning, concurrency and other applicable regulations of this Code of Ordinances and will be consisted with the Comprehensive Plan.
 4. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health safety, convenience or welfare or materially injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located.

Collectively, the proposed use will not constitute a nuisance, be injurious or detrimental to public interests as it is similar to existing land uses on adjacent parcels. In fact, potential tenants or guests will contribute to local businesses’ welfare and due to the building’s proximity to the beach will “promote the health and well being of residents by encouraging physical activity, alternative transportation and greater social interaction” (Section 3-271 B-1 zoning district)

We respectfully request approval of the conditional use, site plan modification, and flexibility unit allocation based on the facts presented.

Mixed Use Requirements

Sec. 30-271. B-1 district—Business.

(i) *Specific conditional use requirements.*

- (3) *Mixed use requirements.* The following provisions govern applications for approval of "mixed use" development as a conditional use in the B-1 district.

- a. *Purpose.* The purpose of encouraging mixed use development is to:
 1. Accommodate mixed use buildings with neighborhood-serving retail, service, and other commercial uses on the ground floor, and residential units above the non-residential space;
 2. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets; and
 3. Promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction.
- b. *Mixed use development on commercially designated parcels.* The Town may approve a conditional use for mixed use development on B-1 zoned property when the property has a commercial land use designation in the Broward County Land Use Plan, if all of the following requirements are met:
 1. Flexibility units are available, in accordance with section 30-100, Flexibility rules, of the Town Code;
 2. The number of units and floor area limitations of this section are satisfied for the residential uses; and
 3. The property is located within 250 feet of Commercial Boulevard measured by airline measurement from the Commercial Boulevard right-of-way line. If any portion of a property lies within the 250-foot measurement, the whole property shall be eligible for mixed use development.
- c. *Limitations on residential uses.*
 1. *Maximum number of units.* No mixed use development may be assigned more than ten percent of the flexibility units in its flexibility zone. If ten percent of the units is not a whole number, it shall be rounded up to the next whole number.
 2. *Limitations on location of uses.*
 - i. Non-residential use or space is prohibited on or above any floor which contains any residential use or space.
 - ii. Residential use or space is prohibited on the ground floor.
 3. *Floor area and lot coverage.*
 - i. The residential floor area of the mixed use development shall not exceed 50 percent of the gross floor area of the building.
 - ii. No building which includes residential uses shall occupy an area greater than 70 percent of the entire lot.
 - iii. The required lot area per apartment or kitchen unit shall be not less than 800 square feet. The required floor area per apartment or kitchen unit shall not be less than 250 square feet minimum.

- iv. The required floor area for a hotel room shall not be less than 200 square feet.
- 4. *Affidavit of understanding.* Residential uses located east of A1A must include an affidavit of understanding, in a form acceptable to the Town Attorney regarding special event activity, street closures and noise ordinance waivers that periodically takes place downtown.
- 5. *Lease notice requirement.* Residential uses east of State Road A1A must include the following notice to all tenants in all leases and contracts:

This unit is located in the core of downtown Lauderdale-By-The-Sea. Special event activities periodically take place in this area on the streets directly below this unit. On any given occasion, street closures may take place and the noise ordinance may be waived. Such circumstances and inconveniences are accepted as part of this agreement.
- 6. *Rental restrictions.* Dwelling units that are used for rental purposes shall be limited as follows:
 - i. On properties with less than four dwelling units, short term rentals are permitted as an accessory use if a rental certificate is first obtained pursuant to section 30-327; or
 - ii. On properties located west of Seagrape Drive with more than four dwelling units, a minimum residency of 120 consecutive days is required.
- d. *Parking requirements.*
 - 1. The total number of required off-street parking spaces for a mixed use development shall be equal to the sum of the required parking for each use as if provided separately.
 - 2. A minimum of one parking space per residential unit must be provided on-site.
 - 3. For a unit that combines both residential and non-residential uses, the total required parking will be equal to the parking required for the non-residential use only. See sections 30-314 through 30-324 regarding off-street parking.
- e. *Landscaping and open space requirements.* Mixed use developments shall be required to meet the vehicular use area requirements as provided in article VII, Landscape Code, of chapter 30, Unified Land Development Regulations, for non-residential uses.

DIVISION 3. - CONDITIONAL USE PROCEDURES AND REQUIREMENTS

Sec. 30-126. - Conditional uses review.

- (a) *Defined.* A conditional use is a use that would not be appropriate without restriction throughout the land use district, but which, if controlled as to number, area, location, hours of operation, and relation to the neighborhood or impacted vicinity, would promote the public health, safety, welfare, order, comfort, convenience, appearance, or prosperity of the neighborhood.
- (b) *Intent, purpose and effect.* The purpose of this section is to ensure that a conditional use shall only be permitted on specific sites as provided in a particular zoning district or as provided in this Code. where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity.

This section sets forth the procedures and criteria for approval of conditional uses on specific sites. A conditional use is quasi-judicial, and shall be permitted only upon a finding that the proposed use satisfies the specific review criteria of this section and other requirements of this Code.

An approval of a conditional use does not eliminate the need for other approvals, which may be required under this Code, including but not limited to site plan review.

- (c) *Application.* A conditional use application shall provide the following information unless waived by the DSD:
 - (1) Traffic impact study meeting the requirements of section 30-71(c)(14)d;
 - (2) Square feet designated (indoors or out) for each specific use;
 - (3) Estimated employment;
 - (4) Estimated number and type of service vehicles;
 - (5) Any unique facilities or structures proposed as part of site improvements; and
 - (6) A description of any mitigative techniques to abate any possible adverse impacts of the proposed use on properties in the immediate vicinity including smoke, odor, noise, and other impacts.
- (d) *Specific criteria for approving a conditional use.* A conditional use shall be permitted upon a finding by the Town Commission that the proposed use, as proposed or with additional conditions or modifications, satisfies the criteria herein specified. A conditional use shall be denied if the Town Commission determines that the proposed use does not meet the criteria herein provided or is adverse to the public interest. The Board and/or Commission may impose conditions and safeguards, in addition to those prescribed in the Code, as they determine are necessary for the protection of the surrounding area and to preserve the spirit and intent of the Town Code and Comprehensive Plan. The applicant shall demonstrate the following:
 - (1) *Land use compatibility.* The conditional use, including its proposed scale and intensity, traffic generating characteristics, and off-site impacts shall be compatible and harmonious with adjacent land uses and shall not adversely impact land use activities and residential areas in the immediate vicinity.

For purposes of a conditional use review, compatibility is defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition. Compatibility of land uses is dependent on numerous development characteristics, which may impact adjacent or surrounding uses. They include: type of use, density, intensity, height, general appearance and aesthetics, odors, noise, smoke, vibration, traffic generation and nuisances. The Town Manager shall recommend whether the conditional use is compatible. Compatibility shall be measured based on all of the following characteristics of the proposed use or development in relationship to surrounding development in the immediate area:

- i. Permitted uses, structures and activities allowed within the land use category;

- ii. Building location, dimensions, height, and floor area ratio;
 - iii. Location and extent of parking, access drives and service areas;
 - iv. Traffic generation, hours of operation, noise levels and outdoor lighting;
 - v. Alteration of light and air;
 - vi. Setbacks and buffers such as fences, walls, landscaping and open space treatment;
 - vii. The architectural and site design are compatible with the character of the surrounding area; and
 - viii. Any existing or proposed signs or lighting will not adversely affect surrounding areas or vehicular traffic.
- (2) *Sufficient site size, site specifications, and infrastructure to accommodate the proposed use.* The size and shape of the site, the proposed access and internal circulation, and the urban design must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to provide adequate screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.
- (3) *Compliance with the Comprehensive Plan and Code of Ordinances.* The conditional use shall comply with environmental, zoning, concurrency and other applicable regulations of this Code of Ordinances and shall be consistent with the Comprehensive Plan.
- (4) *Proper use of mitigative techniques.* The conditional use and site plan shall incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.
- (e) *Conditional use approval amendments.* A conditional use approval is specific to the density and intensity of the proposed use, the particular site plan and any supplemental conditions approved. Unauthorized modification to a site plan or any of the specifics or conditions of the conditional use approval is a violation of the Town Code and subject to code enforcement action and/or revocation of the conditional use approved. Any proposed modification to the conditional use that affects density, intensity or minimum code requirements of the site development plan will require review and approval by the Town Commission.
- (1) The Town Manager shall determine if the request is a Level 1 Amendment or a Level 2 Amendment. In deciding whether an application is a Level 1 or Level 2 Amendment, the Town Manager shall consider the requirements of section 30-123(a)—(c) of the Code.
- a. Level 1 Amendment: Shall be processed pursuant to the requirements for a Level 1 Review-Administrative Approval as set forth in section 30-113.
 - b. Level 2 Amendment: Shall be processed pursuant to the requirements for a Level 2 Review - Town Commission Approval as set forth in section 30-113.
- (f) *Continuing jurisdiction.* The Town Commission hereby reserves to itself the jurisdiction and authority to review and revoke conditional use permits where the use or the continuation of the use:
- (1) Violates the conditions set forth by the Town Commission as a requirement for the granting of the use;
 - (2) Is injurious to the health, safety or welfare of the community or of the public;
 - (3) Tends to attract vagrants, loiterers or habitually intoxicated persons; or
 - (4) Has a history of repeated Code violations.

(Ord. No. 2014-08, § 3, 7-7-2014)

Sec. 30-100. - Flexibility rules.

- (a) Flexibility rules allow the Town to revise and rearrange land uses within a flexibility zone and allow the development of residential dwelling units on properties designated for commercial land use in the Broward County Land Use Plan, without requiring an amendment to that designation.
 - (1) *Definitions.*
 - a. *Flexibility zones:* Flexibility zones are fixed geographic areas within the Town, designated on the Broward County Land Use Plan, which provide limits on the number of additional dwelling units and additional commercial acreage which may be permitted by the Town's comprehensive plan.
 - b. *Flexibility units:* Flexibility units are the total number of additional residential dwelling units permitted by the Broward County Land Use Plan above the total number of dwelling units allowed within the same flexibility zone by the Town's comprehensive plan.
 - (2) *Determination of available flexibility units.* The Town Manager or designee shall maintain a log of the number of available flexibility units in each flexibility zone, the number of flexibility units assigned to parcels within each zone and within the Town, and the reason for assigning flexibility units to a parcel.
 - (3) *Assignment of flexibility units.* If a sufficient number of flexibility units are available, the Town may allocate flexibility units for mixed use development in the B-1 or B-1-A zoning district, as provided in sections 30-261 and 30-271, provided that the County's flexibility rules and regulations are met and all other applicable requirements of chapter 30 of the Code are met.

(Ord. No. 2014-08, § 3, 7-7-2014; Ord. No. 2017-01, § 2, 1-16-2017; Ord. No. 2017-03, § 2, 3-28-2017)

Parking Requirements

Sec. 30-318. - Minimum parking requirements.

(b) *Business, professional and governmental offices:* Parking space requirements vary depending on the size in gross leasable area (GLA) according to the following table:

Office Size (GLA)	1 Space for Each (Square Feet)
Less than 5,000	250

(m) *Multiple-family dwellings:* One and one-half parking spaces for each unit with less than three bedrooms, and two parking spaces for each unit with three or more bedrooms, plus one guest space for every five units. If, in addition to dwelling units, there are other uses operated in conjunction with and/or as a part of the multiple dwelling, additional off-street parking spaces shall be provided for such other uses as would be required by this section, if such uses were separate from the multiple dwelling.

(r) *Restaurants, including sandwich shops, coffee shops, and any establishment or portion of an establishment dedicated to preparing and serving food to the public:* One parking space for each 50 square feet of gross floor area excluding food preparation areas, drink preparation areas, bathrooms, storage areas, and other areas not directly utilized by the public in patronizing such establishments

Sec. 30-314. - Off-street parking; general requirements.

- (a) *Purpose.* The purpose of the following sections is to provide off-street parking provisions which are intended for and in the interest of the citizens of the Town of Lauderdale-By-The-Sea. These sections shall be construed to be the minimum requirements for the promotion of the public health, safety, moral and general welfare of the community.
- (b) *Scope.*
- (1) Any building, structure, or use instituted with the Town of Lauderdale-By-The-Sea after March 14, 1995 shall provide off-street parking facilities in accordance with the provisions of these sections for the use of occupants, employees, visitors and/or patrons thereof. Such off-street parking facilities shall be maintained and continued as long as the uses are continued.
 - (2) Any building, structure or use, instituted or erected prior to the effective date of these sections need not provide additional off-street parking facilities in accordance with the provisions of these sections provided that such existing buildings, structures or uses are not altered so as to enlarge or increase the capacity, floor area or seats therein.
 - (3) When an existing building or structure is expanded to increase the floor area or seats or to otherwise increase the capacity of the building or structure, the provisions of these sections shall apply to the increased floor area, seats or increased capacity only.
 - (4) When an existing building or structure is changed in use to a new use which would require more off-street parking pursuant to these sections than the former use, the new use shall receive credit for the off-street parking spaces attributable to the former use pursuant to these sections, even if the former use lacked sufficient parking pursuant to these sections.
 - (5) The provisions of subsections (b)(3) and (b)(4) are provided to allow for the orderly expansion and re-use of existing buildings and structures. Additionally, applicants requesting an expansion in floor area, seat or capacity or a change in use are encouraged to pursue other options for the provision of required parking available in these sections.
 - (6) It shall be unlawful for an owner or operator of any building, structure or use affected by these sections to discontinue, change or dispense with, or to cause discontinuance or reduction of the required parking facilities apart from the discontinuance, sale or transfer of such structure or use, without establishing alternative vehicle parking facilities which meet the requirements of these sections. All such alternative vehicle parking facilities must be approved by the Town Manager or his designee, in writing, before the same may be used. It shall be unlawful for any person, firm or corporation to utilize such buildings, structure or use without providing the off-street facilities to meet the requirements of and be in compliance with this chapter.
 - (7) An otherwise conforming existing hotel building, or a legal nonconforming existing hotel building permitted to rebuild under section 30-137 or the Town Charter, may be rebuilt or redeveloped as a hotel, according to the applicable provisions of this code and shall retain its parking credits pursuant to subsection [b](4) above. Any increase in floor area, or change of use, shall be subject to the additional parking requirements of this Code.

(Ord. No. 361, 3-14-95; Ord. No. 2007-14, § 2(Exh. A), 9-25-07; Ord. No. 2011-02, § 2, 3-22-2011; Ord. No. 2014-13, § 2, 10-28-2014)

Sec. 30-315. - Requirements for general commercial uses.

- (a) *Fractional measurements.* When units or measurements determining number of required off-street parking spaces result in requirement of a fractional space, any such fraction equal to or greater than one-half shall require a full off-street parking space.
- (b) *Mixed uses.* In the case of mixed uses, the total requirements for off-street parking shall be the sum of the requirements of the various uses computed separately. Off-street parking spaces for one use shall not be considered as providing the required off-street parking for any other use except when a Shared Parking Study is approved by the Town Commission, as provided in section 30-320.

- (c) *Measurement.* For the purposes of these sections, floor area shall mean the gross floor area inside of the exterior walls.

(Ord. No. 361, 3-14-95; Ord. No. 2007-14, § 2(Exh. A), 9-25-07; Ord. No. 2011-02, § 2, 3-22-2011)

Sec. 30-316. - Plans.

Plans shall be submitted with every application for a building permit for any use or structure required to provide off-street parking under these sections, which plans shall clearly and accurately designate the required parking spaces, access aisles and driveways, entrances and exits, adequate drainage, lighting, curbs and curb cuts, surface materials used thereon, and relation to the uses or structure these off-site parking facilities will intend to serve. Said plans to be developed in accordance with the site plan design criteria included in section 30-122(a)(1) of the Town Code.

(Ord. No. 361, 3-14-95; Ord. No. 2007-14, § 2(Exh. A), 9-25-07; Ord. No. 2011-02, § 2, 3-22-2011; Ord. No. 2014-13, § 2, 10-28-2014)

Sec. 30-317. - Design standards.

- (a) The minimum size (in feet) for parking stalls shall be as follows:

Compact space: 8 × 15

Handicap space: 12 × 18

Loading space: 10 × 25

Standard space: 9 × 18

Neighborhood/Low speed vehicle space: 8 × 11

Tandem Employee/valet space: 8½ × 18 for each vehicle with a maximum stacking of 2 vehicles (36 feet)

Parallel space: 8½ × 20

- (b) A maximum of 25 percent of all parking spaces can be compact spaces provided they are specifically designated and designed for "compact only" and the layout is approved by the Town Commission.
- (c) Parking layout and design criteria is provided in section 30-122 (a)(1) of the Town Code.
- (d) Stalls shall be provided with bumper guards, wheel stops, or continuous curbing when necessary for safety or protection to adjacent structures or landscaped areas.
- (e) *Composition and amortization.*
- (1) Business and multi-family zoning districts. All parking areas, excluding RS4, RS5 and RD10 zoning districts shall be surfaced with brick, pervious brick, asphaltic, or concrete surfacing maintained in a smooth, well-graded condition according to the regulations of this chapter.
 - (2) Residential and duplex zoning districts. All parking areas (i.e. driveways) for RS-4, RS-5 and RD-10 zoning districts are regulated under section 30-313 General provisions (k) Standards for driveways for single-family and two-family (duplex) dwellings.
 - (3) Amortization. All parking facilities in the B1 and B1A zoning districts shall comply with subsection (1) above no later than January 1, 2016.
- (f) *Drainage.* All off-street parking facilities shall be drained so as to not cause any nuisance on adjacent or public property. Such drainage facilities shall be arranged for convenient access and safety of pedestrians and vehicles with standards set forth according to the Land Development Code.

- (g) *Identification.* Each parking space required and provided pursuant to the provisions of these sections shall be distinguished and separated from adjoining parking spaces by means of three-inch painted stripes. It shall be the responsibility and obligation of the owner or operator of any building, structure or use affected by these sections to maintain such identification markings so that parking spaces at all times are distinguishable from one another.
- (h) *Back-out parking prohibited.* Parking facilities that require a motor vehicle to exit the parking space by backing-out onto State Road A1A shall be prohibited for all new development and re-development of any properties adjacent to State Road A1A. For purposes of this section, "new development" shall be defined as the construction of a building or parking lot upon a vacant or cleared lot. For purposes of this section, "redevelopment" shall be defined as alterations that result in the demolition of more than 50 percent of the total existing ground floor building area on the site.
- (i) *Lighting.* All off-street parking facilities serving multiple-family residential developments containing eight or more dwelling units and serving all non-residentially zoned or used properties shall be illuminated in accordance with the following standards.
 - (1) For the purpose of this subsection, open-air parking areas shall include the parking surface of open parking lots and accessways thereto at grade level. Enclosed parking facilities shall include multi-level parking garages and enclosed grade level parking facilities.
 - (2) Intensity of illumination:
 - a. Open-air parking areas shall provide an average illumination intensity of one footcandle equal to one lumen per square foot, and shall be well distributed on the pavement areas and pedestrian walkways; however, at no point shall illumination be less than one-quarter of a footcandle.
 - b. Enclosed parking areas shall provide an average illumination intensity of 50 footcandles at the entrance, ten footcandles in traffic lanes and five footcandles in vehicle parking areas.
 - c. Automatic teller machines (ATM) shall be provided with a maintained minimum of three footcandles of light measured at grade level. Parking areas that serve the ATM must also meet the three footcandle standard.
 - d. The current edition of the IES Lighting Handbook, published by the Illuminating Engineers Society, 345 East 47 Street, New York, New York, 10017, is the standard to be used by the architect or engineer as a guide for the design and testing of parking area lighting.
 - e. Overspill of lighting onto adjacent properties or rights-of-way shall not exceed three footcandles vertical and shall not exceed one footcandle horizontal illumination measured at grade level. All lighting must be shaded or screened and positioned in such a manner as to reflect the light away from any contiguous residential zoned property, and to minimize offensiveness to persons on all other neighboring properties and temporary blinding of drivers of vehicles passing illuminated property.
 - f. All required illumination shall be controlled by automatic devices. The required illumination for open-air parking areas shall operate from dusk to dawn with one-half light levels permitted from midnight to dawn. Enclosed parking areas shall maintain the lighting levels specified in this section 24 hours a day either by operating lighting at all times, or at all such times as would be required to maintain the required lighting levels.
 - g. Lighting shall comply with requirements of subsection 30-313(o) for the protection of sea turtle nesting areas.
 - (3) Compliance requirements:
 - a. A conceptual parking facility lighting plan, showing the general location and type of lighting proposed, shall be submitted with any application for final site plan approval. Prior to the issuance of a development order for a building permit, a parking facility lighting plan prepared by a registered architect or engineer shall be submitted for new construction, additions to existing buildings, changes of use, or expansion or reconfiguration of parking areas. The

lighting plan shall be certified by the registered architect or engineer as providing illumination in accordance with the minimum standards set forth in this subsection.

- b. Subsequent construction must comply with the lighting plan.
- c. As a prerequisite to the issuance of final approval of any parking facility and of the lighting installation, and further, prior to the lighting installation being placed in permanent use, a letter of compliance from a registered professional engineer shall be provided to the Director stating that the installation has been field checked and meets the requirements of this section.

- (4) Maintenance requirements: All lighting installations required by this subsection shall be maintained in compliance with the minimum illumination requirements specified herein by the owners and occupants of the property.

(Ord. No. 361, 3-14-95; Ord. No. 438, § 2, 6-13-00; Ord. No. 2007-14, § 2(Exh. A), 9-25-07; Ord. No. 2011-02, § 2, 3-22-2011; Ord. No. 2014-13, § 2, 10-28-2014; Ord. No. 2017-12, § 2(Exh. A), 11-14-2017)

Sec. 30-318. - Minimum parking requirements.

- (a) *Banks and savings and loan associations*: One parking space for each 235 square feet of floor area.
- (b) *Business, professional and governmental offices*: Parking space requirements vary depending on the size in gross leasable area (GLA) according to the following table:

Office Size (GLA)	1 Space for Each (Square Feet)
Less than 5,000	250
5,000 to less than 20,000	300
20,000 to 50,000	325
More than 50,000	350

- (c) *Charter, sightseeing or fishing boats*: One parking space for each two seats or fraction thereof; required spaces shall be adjacent to the docks regularly used by the boat or within 400 feet thereof.
- (d) *Churches*: One parking space for each three fixed seats, plus one parking space for each 200 square feet of floor area in assembly rooms with movable seats. In churches in which occupants utilize benches, pews or other similar seating facilities, each 20 lineal inches of such seating facilities shall be counted as one seat for the purpose of computing off-street parking requirements.
- (e) *Convenience stores, grocery stores*: One parking space for each 125 square feet of floor area.
- (f) *Funeral homes*: One parking space for each four seats in public rooms.
- (g) *Furniture stores*: One parking space for each 500 square feet of floor area.
- (h) *Hospitals, sanitariums, asylums, orphanages, convalescent homes, homes for aged and infirm*: One parking space for each bed for patients plus one parking space for each two employees, including nurses, on the maximum shift.
- (i) *Hotels, motels and apartment hotels*:
 - (1) *One parking space for each rentable tourist unit. A rentable tourist unit is defined as a unit with an outside entry door and bathroom which can be rented individually. The unit may or may not*

have a kitchen. For example, a two-bedroom unit that can be converted to two separate units, each with outside door and bathroom, is counted as two rentable tourist units. A two-bedroom, one-bath unit with only one outside door is counted as one rentable tourist unit. If, in addition to rentable tourist units there are other uses operated in conjunction with and/or as part of the hotel/motel, additional off-street parking spaces shall be provided for such other uses as would be required by this section if such uses were separate from the hotel/motel.

- (2) *Exemption for bicycle and neighborhood/low speed vehicle parking.* A hotel or motel use located in the RM-25 zoning district may receive exemptions not to exceed a total of 50 spaces, for bicycle and/or neighborhood/low speed vehicle parking, subject to the following:

a. *Bicycle*

- i. Exemptions are limited to 15 percent of the total amount of required parking of the maximum number of exemptions;
- ii. A minimum of four bicycle parking spaces shall be provided on the same site as the hotel or motel for each exempted vehicular parking space;
- iii. Each bicycle parking space shall provide for a minimum area of 18 inches by six feet. A reduced minimum area per bicycle may be approved by the Town Manager for bicycle racks that are designed as public art.
- iv. A hotel or motel that utilizes this exemption shall provide bicycles for use by hotel/motel guests at least equal to 50 percent of the total number of bicycles spaces provided.

b. *Neighborhood/Low Speed Vehicles*

1. Exemptions are limited to 10 percent of the total amount of required parking not to exceed the maximum number of exemptions;
2. A minimum of one neighborhood/low speed vehicle space shall be provided on the same site as the hotel or motel for each exempted vehicular parking space.
3. A hotel or motel that utilizes this exemption shall provide neighborhood/low speed vehicles for use by hotel/motel guests at least equal to 50 percent of the total number of spaces provided. In no event shall less than one neighborhood/low speed vehicle be provided.

- (j) *Leased and rental vehicles:* One space for each leased car maintained on premises plus one space for each employee.
- (k) *Marinas and yacht basins:* One parking space for each boat slip and one parking space for each employee. Charter boats are regulated under (c) above.
- (l) *Medical, dental lab, chiropractic, health studio, etc., clinics:* One parking space for each 200 square feet of floor area.
- (m) *Multiple-family dwellings:* One and one-half parking spaces for each unit with less than three bedrooms, and two parking spaces for each unit with three or more bedrooms, plus one guest space for every five units. If, in addition to dwelling units, there are other uses operated in conjunction with and/or as a part of the multiple dwelling, additional off-street parking spaces shall be provided for such other uses as would be required by this section, if such uses were separate from the multiple dwelling.
- (n) *Outside seating for restaurants located on private property.* Outside seating areas located on private property shall provide parking spaces as follows:
- (1) Dining that is located under the structural roof of a building shall provide seating required for restaurants (s) below.
 - (2) The first 1,000 square feet of outdoor seating area that is open to the elements and not located under a structural roof of the building or permanent structure shall be exempt from parking requirements. Parking shall be provided for all square footage over the first 1,000 square feet at the rate of one space for each 100 square feet of customer service area shall be provided.

- (o) *Personal service shops*: One parking space for each 200 square feet of service floor area including barber shops and beauty shops.
- (p) *Pier*: Zero parking spaces for the pier deck area not associated with another use.
- (q) *Places of public assembly, including assembly halls, private clubs, exhibition halls, convention halls, dance halls, skating rinks, sports areas, community centers, libraries and museums*: One parking space for each three fixed seats, plus one parking space for each 200 square feet of floor area in assembly rooms with movable seats or one parking space for each 200 square feet of net floor area utilized for customer service. In places of assembly in which occupants utilize benches, pews or other similar seating facilities, each 20 lineal inches of such seating facilities shall be counted as one seat for the purpose of computing off-street parking requirements.
- (r) *Restaurants, including sandwich shops, coffee shops, and any establishment or portion of an establishment dedicated to preparing and serving food to the public*: One parking space for each 50 square feet of gross floor area excluding food preparation areas, drink preparation areas, bathrooms, storage areas, and other areas not directly utilized by the public in patronizing such establishments, except that from March 8, 2011, until March 7, 2015, and as further limited below, no parking spaces shall be required for new restaurants or the expansion area of existing restaurants. This suspension of the parking requirement shall be known as the "Parking Exemption Program."
 - (1) *Application required*. To qualify for the parking exemption program, a parking exemption application must be submitted, in a form to be approved by the Town, with all supporting documentation. The parking spaces shall be allocated on a first come, first serve basis, as measured by the Town's receipt of a complete application package.
 - (2) *Eligibility for program*. The application, and all supporting documents, including any applicable building permit or development approval applications, for the construction of a new restaurant or for a restaurant expansion, shall have been submitted and deemed to be complete by the Town prior to the program deadlines, and all required permits received and the restaurant subsequently built within the time periods specified in the Town's Code.
 - (3) *Program guidelines*.
 - a. *Districts*. There are hereby created two separate and distinct Parking Exemption Districts as follows:
 - 1. *Oceanfront Center*. The Oceanfront Center shall include all B-1 and B-1-A zoned land adjacent to State Road A1A or Commercial Boulevard, east of Seagrape and, for the purposes of determining underutilized spaces, shall include the El Prado and A1A parking lots.
 - 2. *Commercial Business District*. The Commercial Business District shall include all B-1 and B-1-A zoned land adjacent to Commercial Boulevard, west of Seagrape.
 - b. *Exemption maximum*.
 - 1. *District maximums*. The maximum number of spaces available for exemption in each parking district shall be established by resolution of the Town Commission.
 - 2. *Oceanfront Center*. There shall be a maximum exemption of 30 parking spaces per eligible restaurant.
 - 3. *Commercial Business District*. There shall be a maximum exemption of 50 parking spaces per eligible restaurant.
 - c. *Eligible restaurant*. An eligible restaurant shall be a commercial establishment where food and beverages are ordered and consumed on premises and serviced by its own kitchen. No restaurant kitchen may provide eligibility for parking exemption for more than one restaurant.
 - d. *Program duration*. The parking exemption program shall last in each district for a period of four years, from March 8, 2011, to March 7, 2015, or until the maximum number of parking exemptions is allocated, whichever is earlier. However, during the four-year period, but after

the initial allocation of the maximum number of parking exemptions in a district, the parking exemption program may be reactivated in that district if additional parking spaces are added to the total number of spaces available within the district, either by action of the Town Commission or expiration or loss of parking exemptions. Notwithstanding the foregoing, the Town Commission, may, for any reason and in its sole discretion, discontinue this parking exemption program at any point during the four years.

- e. *Effect on 1995 exemption of pre-existing buildings, structures and uses from the parking requirement.* The parking exemption program provided herein is supplemental to, and in no way changes the parking exemption established in 1995 in section 30-314(b). Any parking space exemptions provided under the parking exemption program are in addition to any parking credits that may exist under the 1995 program.

(4) *Status following end of program.*

- a. *Nonconforming.* At the end of the parking exemption program, all restaurants built under the parking exemption program will become nonconforming uses, and shall be subject to the requirements of the nonconforming use provisions of the Town's Code of Ordinances. Notwithstanding the foregoing, restaurants or expansions of restaurants built under the parking exemption program may be completely remodeled or rebuilt without providing additional parking, as originally permitted through the parking exemption program, as long as the square footage of customer service area is not increased.
- b. *Availability of exemptions to successor businesses.* If an eligible restaurant has opened and is operating with any exemptions obtained pursuant to the parking exemption program those exemptions will remain with the property for the benefit of future uses, even after the restaurant receiving the exemption is gone.
- c. *Changes in square footage or use.* The parking space exemptions obtained pursuant to the parking exemption program shall remain with the property. The use of the property may change and the square footage may increase or decrease without losing the parking exemption spaces. If a change of use or expansion creates the need for additional parking spaces under the Code standards in effect at the time of building permit, those additional spaces must be provided.

(5) *Reports.*

- a. *Notice prior to maximum utilization by district.* The Town Manager shall advise the Town Commission when spaces are allocated under this program, indicating the number of spaces allocated and the number of spaces available in each district.
- b. *Bi-annual report.* The Town Manager shall provide a bi-annual report to the Commission that describes the utilization, effectiveness and impacts of the parking exemption program.

- (6) *Notice and hearing prior to expiration of program.* Following public notice, the Town Commission shall conduct a public hearing and evaluation of the program's impacts at least six months prior to its expiration on March 7, 2015.

(s) *Retail stores:* One parking space for each 225 square feet of floor area.

(t) *Shopping centers:* Parking space requirements vary depending on the size in gross leasable area (GLA) and composition of the center according to the following table:

Shopping Center Size in GLA	Base Rate (1 Space for Each) (square feet)	Special Uses Requiring Additional Spaces Above Base Rate
Less than 50,000	225	10 spaces for each 1,000 s.f. of food service

		3 spaces for each 100 cinema seats
		1 space for each 700 s.f. of office use > 10% of GLA
50,000—100,000	250	10 spaces for each 1,000 s.f. of food service
		3 spaces for each 100 cinema seats
		1 space for each 700 s.f. of office use > 10% of GLA
100,000—200,000	250	6 spaces for each 1,000 s.f. of food service
		3 spaces for each 100 cinema seats > 450 seats
		1 space for each 700 s.f. of office use > 10% of GLA
200,000—400,000	250	3 spaces for each 100 cinema seats > 750 seats
		1 space for each 700 s.f. of office use > 10% of GLA
400,000—600,000	225	3 spaces for each 100 cinema seats > 750 seats
		1 space for each 700 s.f. of office use > 10% of GLA
600,000—1,200,000	200	3 spaces for each 100 cinema seats > 750 seats
		1 space for each 700 s.f. of office use > 10% of GLA

- (u) *Single-family and duplex dwellings*: Two parking spaces for each dwelling.
- (v) *Theaters, movies or otherwise*: One space for every three fixed seats, plus one parking space for each 200 square feet of floor area in assembly rooms with movable seats.
- (w) *Uses not specifically mentioned*: The requirements of off-street parking for any uses not specifically mentioned in this section shall be one space for every 200 square feet of floor area.

(Ord. No. 361, 3-14-95; Ord. No. 2007-14, § 2(Exh. A), 9-25-07; Ord. No. 2011-01, § 3, 3-8-2011; Ord. No. 2011-02, § 2, 3-22-2011; Ord. No. 2012-06, § 4, 3-27-2012; Ord. No. 2012-12, § 2, 7-24-2012; Ord. No. 2014-13, § 2, 10-28-2014; Ord. No. 2014-14, § 4, 10-28-2014; Ord. No. 2015-17, § 6, 5-24-2016; Ord. No. 2017-09, § 4, 9-13-2017)

Sec. 30-319. - Limitations on use of required parking facilities.

The following uses and activities shall not be permitted in required parking facilities:

- (1) Parking to serve an off-site use or activity unless in accordance with an off-street parking agreement approved by the Town in accordance with section 30-320.
- (2) Storage, repair or display of any vehicles, equipment or merchandise.
- (3) Parking of vehicles, which, due to its size, shape, contents or location creates an obstruction or public safety hazard, or which cannot be contained within a single designated parking space.
- (4) Off-street parking facilities supplied by the owner or operator to meet the requirements of these sections shall not be used by commercial vehicles owned, operated or used in the business or such owner during regular hours.

(Ord. No. 361, 3-14-95; Ord. No. 2007-14, § 2(Exh. A), 9-25-07; Ord. No. 2011-02, § 2, 3-22-2011)

Sec. 30-320. - Parking other than on-site location.

(a) *Regulation of required parking, shared parking and off-site required parking.* Parking spaces shall be located as follows:

- (1) *On-site:* Required parking spaces may be located upon the same plot or parcel of land the parking area is intended to serve.
- (2) *Off-site:* Required parking spaces may be located off-site, upon a plot of land owned or leased by the same person or business entity that owns the business which is served by the parking spaces that is:
 - a. Located within the Town's corporate limits and zoned for business use; or
 - b. Located in an RM-25 district, when the lot is adjacent to the business use; or
 - c. On an RM-25 lot located within 50 feet of the RM-25 lot utilized for parking for the business under subsection (2)b. above.
 - d. On a lot located north of Pine Avenue which is zoned RS-4, RS-5, RM-15, RM-16, or RM-25 and located within 500 feet of a non-residentially used lot, if approved as a conditional use and subject to the following:
 1. No more than 25 percent of the required parking for the non-residentially used lot may be provided on the off-site lot.
 2. Except as provided in subparagraph 8. of this subsection, the minimum lot size for off-site parking lots shall be 10,000 square feet of net area with a minimum street frontage of 100 feet on a public right-of-way at least 60 feet in width which is designated as a collector or arterial road on the Broward County Trafficways Plan.
 3. Except as provided in subparagraph 8. of this subsection, access to the parking lot shall only be from the designated collector or arterial road.
 4. A landscape buffer at least ten feet in depth shall be provided on all sides of the plot.
 5. A decorative, translucent visual barrier shall be provided at least two and one-half feet inside the perimeter of the required landscape buffer on any side which is contiguous to a residential district. The minimum height of such visual barrier shall be four feet and the maximum height shall be eight feet measured from the established grade. The visual barrier shall be in one of the following forms:
 - (i) A translucent fence or wall; or
 - (ii) Landscape material dense enough to provide only translucent visibility.
 6. The off-site parking facility must comply with all requirements of section 30-314, off-street parking; general requirements.
 7. No signs shall be permitted except entrance or exit signs or signs identifying the purpose of the off-site parking lot. Such signs shall be no larger than six square feet and not higher than four feet above the ground unless affixed flush on the required visual barrier. No exterior illumination of such signs shall be permitted.
 8. Off-site parking lots shall be used only for the temporary parking of operable, currently licensed private passenger vehicles of patrons of the non-residentially used property which the parking lot serves.
 9. Where a residentially zoned plot used for off-site parking is contiguous to or separated from the non-residentially used property it serves by a dedicated alley, such plot may be used for all or any portion of required parking for the non-residentially used plot it serves. The provisions of paragraphs 2. and 3. of this section shall not be applicable, provided the off-site parking is accessed only from the dedicated alley or from the non-residential plot it serves.

- (3) *Shared*: Required parking spaces may be permitted to be utilized for meeting the parking requirements of two or more separate permitted uses, when it is clearly established by the applicant that the two or more uses will utilize the spaces at different times of the day, as follows:
- a. *Location*. The two or more separate permitted uses must be on adjacent lots, in a complex, or on a unified development site.
 - b. *Study*. The applicant shall prepare a shared parking study, using a methodology approved by the Town Manager, establishing the peak parking requirements of the permitted uses, based on a time of day occupancy analysis. The results of the study must be approved by the Town Commission.
 - c. *Change of hours*. Any modification of the business hours of any of the businesses that results in a parking usage overlap shall result in revocation of the approval, or enforcement by the Town of the shared parking agreement required below, or both.
- (4) *Requirements*: Required parking which is off-site or shared parking must comply with the following:
- a. *Users*. Required parking is for the convenience of the employees, patrons or guests of the use providing the required parking.
 - b. *Overnight parking*. Overnight parking of any size truck, commercial van, or trailer shall be prohibited as provided in chapter 19, article II of the Code of Ordinances.
 - c. *Fencing of parking lots in RM-25 district*. Parking lots in the RM-25 district shall be enclosed by a ventilated concrete fence or hedge of not less than 42 inches nor more than 72 inches in height to conceal such parking.
 - d. *Agreement required*. Use of either off-site or shared parking to meet required parking, wherever located, requires a shared parking agreement between the owner of the use and the owner of the parking spaces. The shared parking agreement must be in writing, provide cross access and ingress and egress if necessary, and provide for maintenance of the parking and enforcement of the agreement. The agreement shall run to the benefit of the Town and shall be binding upon any heirs, successors and assigns. The agreement shall include a provision whereby the owner of the use acknowledges that the continued validity of the use is contingent on a valid shared parking agreement, and that termination of the agreement shall result in revocation of the approval of the use, unless alternative parking is provided to meet the minimum parking requirement of the Town Code within 90 days of notice of termination. The agreement may be terminated only upon agreement of the Town Manager or his or her designee, which may be granted if: (a) each property standing on its own satisfies the off-street parking requirements established by the Code, or (b) Town or other off-street facilities will be provided within 90 days which meet the requirements of this article. A lease or rental agreement may be utilized as a shared parking agreement if it meets the requirements of this section. Any agreement pursuant to this section must be in a form approved by the Town Attorney and shall be recorded in the public records of Broward County.

(Ord. No. 361, 3-14-95; Ord. No. 2007-10, § 1, 9-25-07; Ord. No. 2007-14, § 2(Exh. A), 9-25-07; Ord. No. 2011-02, § 2, 3-22-2011; Ord. No. 2017-12, § 2(Exh. A), 11-14-2017)

TOWN OF LAUDERDALE-BY-THE-SEA CITIZEN PARTICIPATION MEETING

Jarvis Hall
4505 Ocean Drive
Monday, November 28, 2022
6:30 PM

PROJECT SUMMARY

IMCO.BY.C LLC has filed applications for conditional use, site plan modification and flexibility use allocation permits with the Town of Lauderdale-By-The-Sea, FL 33308.

The application seeks to convert the property from a solely commercial use to a mixed use, by creating two residential units above the existing commercial units.

MEETING ATTENDEES

There were no members of the public in attendance at the meeting.

MEETING MINUTES

- David Valdini stated the address of the project as 233 E Commercial Blvd, Lauderdale-By-The-Sea.
- He mentioned the applications filed and presented the intended project.
- He stated that the replacement of the windows on the façade of the building will be made in accordance with Town's design standards, in order to maintain the Mid-Century Modern (MCM) character of the town.
- He finished by stating that the proposed use will not constitute a nuisance, be injurious or detrimental to public interests as it is similar to existing land uses on adjacent parcels and requested the approval of the conditional use, site plan modification, and flexibility unit allocation.

Exhibit 7

- Susan Leven, Planner for the Town of Lauderdale-By-The- Sea, stated that there was no attendance by the public and closed the meeting.
- The meeting was adjourned at 7:00pm.

Exhibit 8

DIVISION 10. - NOTICE OF PUBLIC HEARINGS

Sec. 30-139. - Notice of Public Hearings.

- (a) *Generally.* When an application for development approval is subject to a public hearing, the DSD shall ensure that the necessary public hearing is scheduled for the decision-making body reviewing the application and that proper notice of the public hearing is provided, as set forth herein. All notices for public hearings shall include the following information:
 - (1) Applicant's name;
 - (2) The date, time, and place of the public hearing;
 - (3) A description of the property involved by street address or by legal description, and area of the subject property. A map may be substituted for the legal description or as required by State law;
 - (4) The nature, scope and purpose of the proposal being noticed;
 - (5) The Town departments where the public may inspect the application, staff report and related materials during normal business hours;
 - (6) A statement that affected parties may appear at the public hearing, be heard and submit evidence with respect to the application; and
 - (7) Other information as may be required by law.
- (b) *Mailed notice.*
 - (1) Where mailed notice is required, pursuant to Table XXX, it shall be provided to all property owners within a 300 foot radius of the subject property, and shall include the subject property owner(s) and Town Development Services Department.
 - (2) Distances for purposes of mailed notice requirements shall be measured from the perimeter of the property subject to development approval, except that where the owner of the subject property owns contiguous property, the distance shall be measured from the perimeter of the boundary of the contiguous property.
 - (3) Property owners shall be determined by the ad valorem tax records of Broward County.
 - (4) The DSD shall prepare the written notice and provide said notice to the Town Clerk who shall be responsible for mailing the notices.
 - (5) Mailed notice shall be deemed given when a notice has been properly addressed, stamped and deposited in a U.S. Postal depository or collected by an employee of the U.S. Postal Service.
 - (6) Notice by mailing is a courtesy only and no action taken by the Town shall be voided by the failure of any individual property owner to receive such notice.
- (c) *Published notice.* When the provisions of this chapter require published notice, the DSD shall provide that the notice be:
 - (1) Published in the non-legal section of the local newspaper of general circulation that has been selected by the Town and in accordance with applicable Florida Statutes.
 - (2) Follow the timelines and ad type established in Table XXX in this article.
 - (3) For the purposes of this section and Table XXX:
 - a. "Display ad" shall be no less than two columns wide by ten inches long and the headline of the required notice shall be in a type no smaller than 18 point font size. If the ad is for a zoning map amendment, it shall also include a map pursuant to Florida Statutes 166.041(3)(c)2.
 - b. "Standard ad" shall be shall be in the legal ad section of the classified ads of the newspaper and shall be in a type no smaller than 5 point font size.

Exhibit 8

- (d) *Posted notice.* When the provisions of this chapter require that notice be posted on the property subject to the application, the DSD shall provide the required sign to the applicant who will be responsible for posting the property, as set forth below:
 - (1) Signs shall be placed on the property that is the subject of the application in accordance with timelines prescribed in Table XXX in this article prior to a required or requested hearing.
 - (2) If the subject property fronts on more than one right-of-way, then a sign shall be posted facing each right-of-way.
 - (3) Signs shall be placed no more than five feet from the street or if there is a sidewalk, no more than two feet beyond the property side edge of the sidewalk, so that the lettering is visible from the street.
 - (4) If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign from the Town and posting the new sign on the property.
 - (5) The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, or requirement for review or hearing by another body. The sign information shall be updated to include any additional public hearings or public hearing deferrals consistent with Table XXX.
 - (6) No less than five days prior to the public hearing, the applicant shall execute and submit to the Department an affidavit of proof of the posting of the public notice sign in accordance with the provisions of this section. Updates as provided in (5) above shall also require such affidavit. If the applicant fails to submit the required affidavit, the DSD may postpone the application until the next public hearing after the affidavit has been supplied.
- (e) *Town Website Posting.* Notice of all development applications shall be provided on the Town's Website no later than ten days prior to any public hearing related to the application. Website Notice is a courtesy only and no action taken by the Town shall be voided by the failure of such notice to be posted.
- (f) *Re-noticing.* All costs of re-noticing the public hearing shall be borne by the party failing to comply with the applicable notice requirements, requesting the deferral or continuance, or whose actions are responsible for the deferral or continuance which may require re-noticing of the hearing. Continuances to a date certain, announced at the originally noticed meeting, shall not require re-notice of the new public hearing date. Continuances to unspecified dates, substantive changes to an application request during the period an application has been continued, or more than two continuances on the application, shall require re-noticing for the new public hearing date.
- (g) *Development applications requiring public hearing.* Public hearings on applications for development permit approvals other than rezoning, including, but not limited to administrative adjustments, appeals from administrative decisions, conditional uses, plats, site plans, vacations and variances shall be noticed as follows in accordance with Table XXX.
- (h) *Applicant bears burden of costs.* When the provisions of this chapter require that notice be provided, the costs of Town staff preparing the content of the notice and providing such notice shall be billed through cost recovery.
- (i) *Provisions of Florida Statutes to prevail.* Where provisions of the Florida Statutes conflict with provisions of this chapter, the Florida Statutes shall prevail except where this chapter contains supplementary requirements not in conflicting with the Florida Statutes.

Exhibit 8

Table XXX. Notice Requirements

Application Type	Florida Statute Reference	Board Notice Date (as applicable)	Commission Notice Date	Type of Notice			
				Website	Posted	Mailed 300'	Published (Ad Type)
Other development permits: administrative adjustments, appeals from administrative decisions, conditional uses, plats, site plans, variances		10 days	10 days	X	X	X	n/a
Administrative decisions: Architectural Review, Conditional Use Level 1 Modification, Site Plan Level 1 Modification				n/a	n/a	n/a	n/a
Comprehensive Development Master Plan - Text	163.3184	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X			X (Display)
Comprehensive Development Master Plan - Map	163.3184	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X	X	X	X (Display)
Land Development Code - Text Amendments changes to actual list of permitted, conditional, or prohibited uses within a zoning category).	166.041(3)(c)2	10 days	7 days - 1st public hrg and 5 days - 2nd public hrg	X			X (Display)
Application Type	Florida Statute Reference	Board Notice Date (as applicable)	Commission Notice Date	Type of Notice			
				Website	Posted	Mailed 300'	Published (Ad Type)
Land Development Code - all other Text Amendments	166.041	10 days	10 days	X			X (Standard)
Zoning Map Change (chapter 30)—Town (less than 10 contiguous acres)	166.041(3)(c)1	10 days	30 days	X		X	X (Standard)
Zoning Map Change (chapter 30)—Town (10 or more contiguous acres)	166.041(3)(c)2	10 days	7 days - 1st public hrg 5 days - 2nd public hrg	X	X	X*	X* (Display, with map)
Zoning Map Change (chapter 30)—Owner	166.041(3)(a)	10 days	10 days	X	X	X	X (Standard)



**SITE PLAN AMENDMENT, CONDITONAL USE,
AND FLEXIBILITY UNITS DEVELOPMENT ORDER
2022-L2-SPM-02, 2022-CU-01, 2022-FXU-01
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**

PROJECT NAME: 233 E Commercial Boulevard

ADDRESS OF PROPERTY: 233 E Commercial Boulevard

FOLIO #: 4943 18 07 0420

PROPERTY OWNER: IMCO BY C., LLC

APPLICANT: Charles Weidner (Maria Karachalia)

APPLICANT ADDRESS: 801 S Ocean Drive, #201, Hollywood, FL 33019

REQUEST: Pursuant to the requirements of Article IV, Division 2 of Chapter 30 “Unified Land Development Regulations,” Section 30-271(i)(3) “Mixed Use Requirements,” Section 30-126 “Conditional Use Requirements,” and Section 30-100 “Flexibility Rules” of the Town Code of Ordinances (“Town Code”), the Applicant is requesting a site plan modification, conditional use approval, and flexibility unit allocation to permit a mixed-use development including two (2) second-floor residential dwelling units within the B-1 Zoning District for property located at 233 E Commercial Boulevard.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on February 28, 2023, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 “Unified Land Development Regulations” of the Town Code.

SECTION 2. APPROVAL. The request to approve a Site Plan Modification, Conditional Use, and Flexibility Unit Allocation to permit a mixed-use development including two (2) second-floor residential dwelling units located within the B-1 Zoning District is hereby approved as shown on the plans submitted on October 9, 2022, attached as **Exhibit 1**, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. The Applicant shall secure a building permit, as defined in Section 30-121(e) of the Town Code, for the project within twelve (12) months of the date of the development order approval and a certificate of occupancy for all structures within eighteen (18) months of obtaining the building permit. An extension to the deadline for completion of construction and compliance with the site plan development order may be granted by the Special Magistrate pursuant to the requirements of Section 6-12 of the Town Code.
2. All construction shall be in accordance with the plans, incorporated into the approved Development Order as **Exhibit 1**, which are listed in this report and in accordance with all modifications and conditions approved by the Town Commission. If changes occur as part of the building permit and/or architectural review process, the Applicant will be required to provide this information to Development Services Staff to determine if a modification of the Site Plan approval is required.
3. Prior to issuance of a building permit, the Finance Director shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the

building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.

4. The approved site plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
5. All applicable state and federal permits shall be obtained before commencement of construction.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this ____ day of _____, 2023

MAYOR CHRIS VINCENT

ATTEST:

Katrina Adler, Town Clerk

Approved as to form:

Susan L. Trevarthen, Town Attorney

Charles O. Buckalew
Consulting Engineering Services, Inc.
801 South Ocean Drive, Suite 201
Hollywood, Florida 33019
C/O Number 6255
Tel (954) 558-1189 Fax (954) 929-8988

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CHARLES O BUCKLEY P E
FLORIDA REG NO 24842

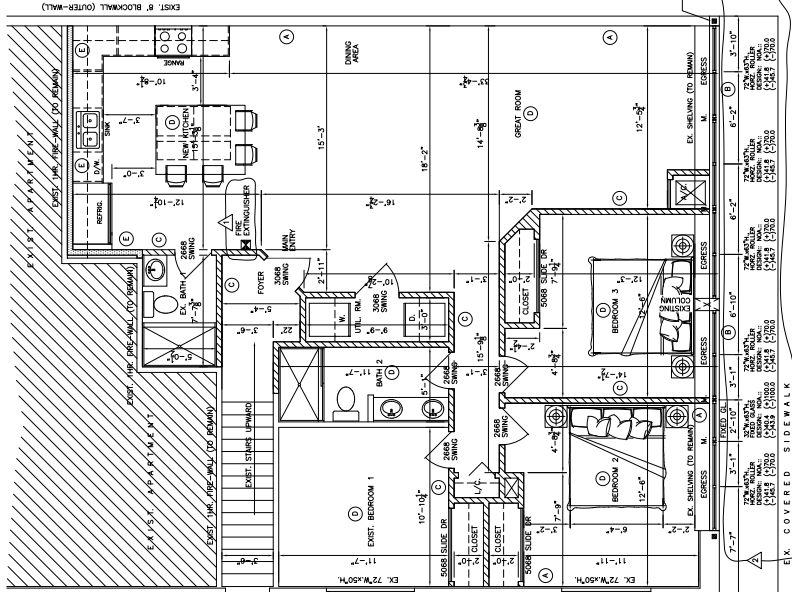
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BY	CRW
NOB	OC-2297
SHT	SP-1



FOR:: 233 EAST COMMERCIAL BLVD. - AIRB-B

CHARLES O. BUCKLEY, P.E.
FLORIDA REG. NO. 24842

DATE	DEC., 2019
SCALE	1/4"=1'-0"
BY	C.R.W.
JOB	DE-1997
SHT	A-1



2nd. FLOOR

NEW UNIT - FLOOR PLAN

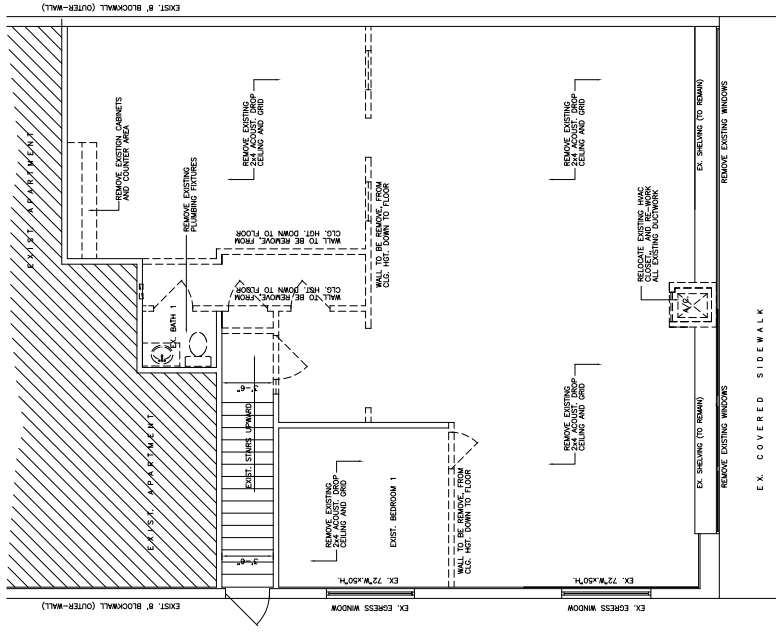
SCALE: 1/4"=1'-0"

USE & OCCUPANCY CLASSIFICATION :
RESIDENTIAL, GROUP "R" (R-2), F.B.C. SECTION 310.4
CLASSIFICATION OF WORK :
(2nd.FLR.) NEW WINDOWS & NEW 8"BLOCKWALL., O.A.

- WALL SCHEDULE :**
- (A) PROVIDE 1" x 2" x 1/2" WT. FURRINGS @ 16" O.C. WITH R-4.1 INSUL. & FINISHED WITH 5/8" TYPE-A GYP. BOARD (TYPICAL EDGEMAN).
 - (B) NEW 2" FIBERGLASS INSULATION W/ 16" O.C. ADDED. OVER EXISTING 1" FIBERGLASS INSULATION. PROVIDE 1/2" O.C. FULL GIRD. AT CORNER LOCATIONS. SCREW & BUSHED @ 12" O.C. WITH 3/8" DIA. STEEL RODS. FINISH WITH 5/8" TYPE-A GYP. BOARD WITH 1/2" O.C. FINISH.
 - (C) PROVIDE 3 1/2" x 200A. MIL. STUDS @ 16" O.C. & FINISHED WITH 1/2" GYP. BOARD. EDGE. PROVIDE GREEN BOARD OF DUAL-O-RG. TYPE 1/2" O.C. FULL GIRD. AT CORNER LOCATIONS. WALL FRAMING & RATED WALL LIMIT.
 - (D) INTERIOR G.C. FINISHED WITH MIL. CHANNEL DURING @ 16" O.C. WITH R-20 BATT INSULATION THROUGHOUT & FINISHED WITH 5/8" GYP. CEILING BOARD. NEW CEILING HGT. = 8'-7" A.F.F. (OPTIONAL 13.5 IN. G.C. FINISH @ 16" O.C. ACCEPTABLE)

PROVIDE R-13 BATT. INSUL. OR MINERAL-WOOL THROUGHOUT, FINISH WITH ONE LAYER 5/8" TYPE-X GYPSUM BOARD EACH SIDE. PROVIDE GREASE-BOARD IN KITCHEN AREAS (WET AREAS) AS NEEDED. REFER TO PLAN LOCATIONS FOR FIRE-RATED WALL LIMITS (1HR. FIRE-RATED TENANT SEPARATION WALL, DESIGN NO. U465-ANSI/UP. 263)

- [illegible]



INT. DEMOLITION PLAN

SCALE: 1/4"=1'-0"

- DEMOLITION NOTES:
- ALL WASTE MATERIALS/DEBRIS TO BE REMOVED AND DISPOSED OF BY CONTRACTOR
- IT IS STRONGLY RECOMMENDED THAT THE CONTRACTOR VISIT THE SITE PRIOR TO CONTRACTOR TO MAINTAIN ALL SERVICES. TO DISTURB TENANT SERVICE, BAY, OR SERVICES BE INTERRUPTED OR ALL CONDITIONS ALTERED, UNLESS OTHERWISE INDICATED.
- CURRENT ELECTRICAL, GAS, WATER & SEWER SERVICE IS ACTIVE FOR TENANT BAY. ALL EXISTING PIPING OF FURNISHING CANALS MAY BE CONSIDERED IN REMOVAL OF TENANT SPACE ONLY. ALL ITEMS SCHEDULED FOR REMOVAL ARE CONSIDERED NON-STRUCTURAL.
- ALL DEMOLITION TO BE REMOVED FROM TENANT SPACE ACCESS ROADS. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS. ALL ITEMS TO BE REMOVED AT ALL TIMES FOR PEDESTRIAN USE DURING THE PERIOD OF CONSTRUCTION.
- ALL EXISTING HVAC ROOF-GROUND MOUNTED EQUIPMENT (BAY WITH INTERIOR DUCT-WORK) TO BE LEFT IN PLACE. ALL EXISTING ROOF-WORK TO BE LEFT IN PLACE. CONTRACTOR AND FIELD WAREHOUSE TO BE LEFT IN PLACE. CONTRACTOR TO MAINTAIN ACCESS TO ALL ADJACENT AREAS. CONTRACTOR TO TENANT & ENGINEER FOR REVIEW.

REVISIONS	BY

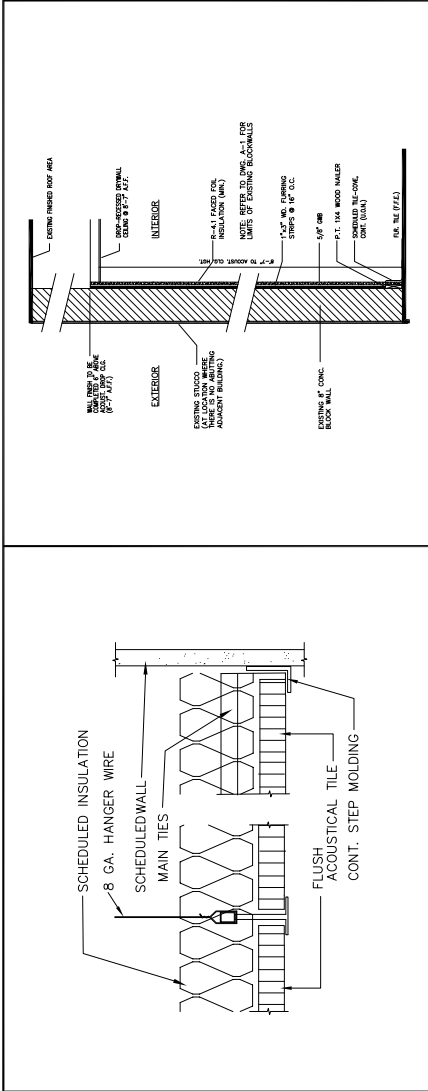
FOR: 233 - UNIT "C", EAST COMMERCIAL BLVD.
 FLOOR: 4943-18-07-0420, LAUDERDALE BY THE SEA, FL. 33308

Charles O. Buckalew
 Consulting Engineering Services, Inc.
 801 South Ocean Drive, Suite 201
 Hollywood, Florida 33019
 C.O.A. Number: 6205
 Tel: (954) 558-1189 Fax: (954) 929-8908

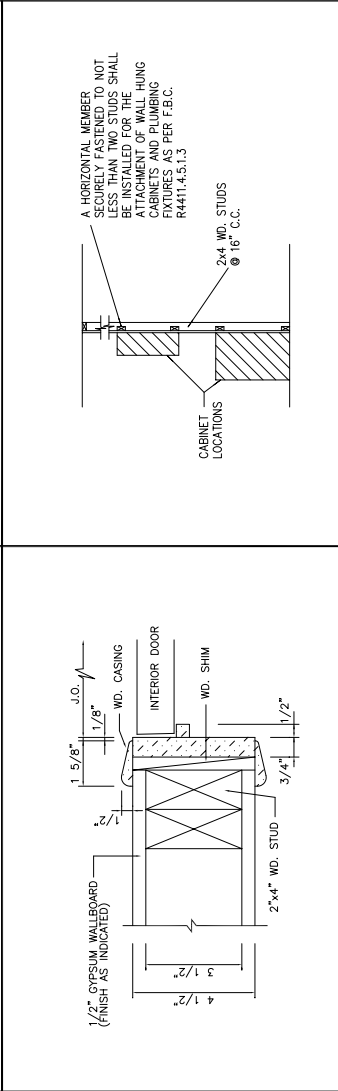


CHARLES O. BUCKALEW
 CONSULTING ENGINEERING SERVICES, INC.
 801 SOUTH OCEAN DRIVE, SUITE 201
 HOLLYWOOD, FLORIDA 33019
 C.O.A. NUMBER: 6205
 TEL: (954) 558-1189 FAX: (954) 929-8908

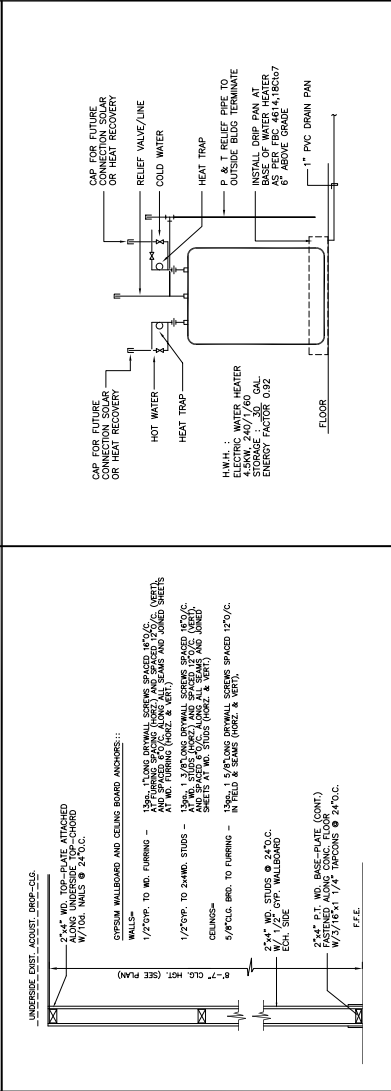
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BY	C.E.W.
JOB	OC-2297
SHT	A-2



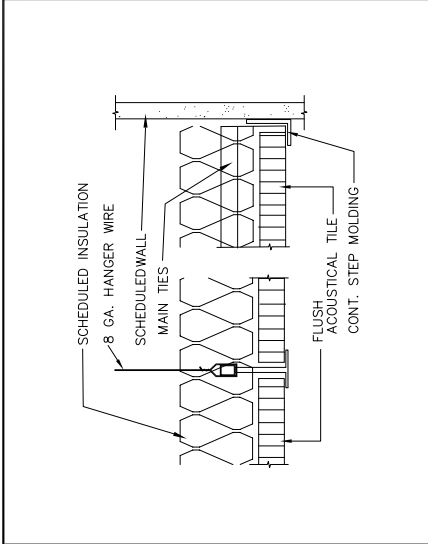
FLUSH ACOUST. CLG. DETAIL



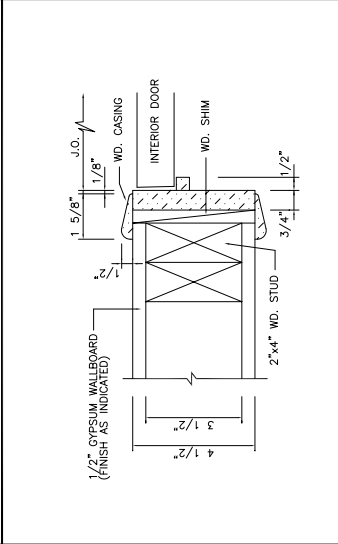
INTERIOR JAMB DETAIL



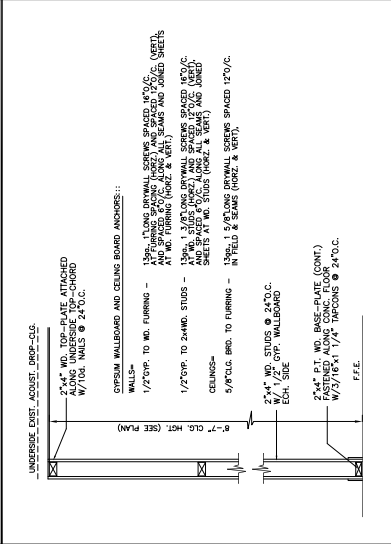
WATER HEATER INSTALL DETAIL



FLUSH ACOUST. CLG. DETAIL



INTERIOR JAMB DETAIL



WATER HEATER INSTALL DETAIL





ELECTRICAL AND LIGHTING - FLOOR PLAN

[illegible]

SYMBOL LEGEND :

	TITLE (INTERNET) JACK OR CABLE (LOCATION AS INDICATED)
	20A, 120V, DUAL RECEPTACLE, GROUNDING TYPE U.G.N.
	MOUNTED 18" A.F.F. OR AS FIELD DIRECTED
	SPECIAL PURPOSE RECEPTACLE (SEE PLAN)
	EXHAUST FAN (SEE PLAN FOR LOCATION)
	CEILING FAN/LIGHT FIXTURE (SEE PLAN), 100W. MAX.
	CEILING LIGHT OR EXTERIOR FIXTURE, 100W. MAX.
	SMOKE DETECTOR (SINGLE WIRE N/ BATTERY BACK-UP)
	S 120/277V., 20A. SINGLE POLE I/O SWITCH
	S ₃ 120/277V., 20A. THREE-WAY LIGHT SWITCH
	INDICATED WEATHER-PROOF FIXTURE
	W.P. INDICATES WATER-PROOF FIXTURE
	V.P. INDICATES VAPOR-PROOF FIXTURE
	O.H. INDICATES OVERHEAD FIXTURE AND/OR RECEPT.

NOTES:

1. ALL SWITCHES ARE TO BE INSTALLED 48" A.F.F.
2. ALL RECEPTACLES ARE TO BE INSTALLED 18" A.F.F.
3. ALL CABLE OUTLETS TO BE ASSIGNED 18" U.G.N.

NOTES :

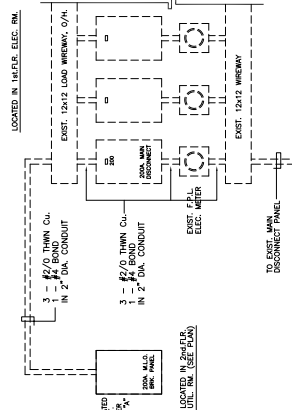
1. ALL LIGHT SWITCHES ARE TO BE INSTALLED 48" A.F.F.
2. ALL ELECT., TELEPHONE/DATA & CABLE OUTLETS TO BE INSTALLED 18" A.F.F., U.O.N.

EXH. FAN (E.F.) = BROAN MODEL #XB80, 80CFM.
EXHAUST FAN
0.8 SONES, <0.3 SONES=7.6W.
VENT WITH 4" DUCT V.T.R.

CIRCUIT BREAKER PANEL #1 (S&C PANEL)						
SUSA-102/400, 1PH, AC SWR = 1.0000						
CNT.	SWRCH	SOURCE	WTRTS	POLES	WHEF	CONC.
1	5	EXT. RESERV. (W. RSTP)	540	20	1	12
2	5	W. RESERV. (WSTP)	800	20	1	12
3	5	N. RESERV. (WSTP)	360	20	1	12
4	7	W. RESERV. (WSTP, ST-WSTP)	1500	20	1	12
5	7	RESERVATION (WSTP)	900	20	1	12
6	1	RESERV. (ST. RESERV. WSTP)	1500	40	2	6
7	15	RESERV. (ST. RESERV. WSTP)	1500	40	2	6
8	17	RESERV. (ST. RESERV. WSTP)	1500	20	1	12
9	21	W. RESERV. (WSTP)	1500	20	1	12
10	21	W. RESERV. (WSTP, ST-WSTP)	1500	20	1	12
11	21	W. RESERV. (WSTP)	1500	20	1	12
12	21	W. RESERV. (WSTP)	1500	20	1	12
13	27	W. RESERV. (WSTP)	750	20	1	12
14	31	STANLEY RESERV. (WSTP)	1500	15	1	14
15	33	STANLEY RESERV. (WSTP)	1500	15	1	14
16	33	STANLEY RESERV. (WSTP)	1500	15	1	14
17	33	STANLEY RESERV. (WSTP)	1500	15	1	14
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154	33	STANLEY RESERV. (WSTP)	1500	15	1	14
155	33	STANLEY RESERV. (WSTP)	1500	15	1	14
156	33	STANLEY RESERV. (WSTP)	1500	15	1	14
157	33	STANLEY RESERV. (WSTP)	1500	15	1	14
158	33	STANLEY RESERV. (WSTP)	1500	15	1	14
159	33	STANLEY RESERV. (WSTP)	1500	15	1	14
160	33	STANLEY RESERV. (WSTP)	1500	15	1	14
161	33	STANLEY RESERV. (WSTP)	1500	15	1	14
162	33	STANLEY RESERV. (WSTP)	1500	15	1	14
163	33	STANLEY RESERV. (WSTP)	1500	15	1	14
164	33	STANLEY RESERV. (WSTP)	1500	15	1	14
165	33	STANLEY RESERV. (WSTP)	1500	15	1	14
166	33	STANLEY RESERV. (WSTP)	1500	15	1	14
167	33	STANLEY RESERV. (WSTP)	1500	15	1	14
168	33	STANLEY RESERV. (WSTP)	1500	15	1	14
169	33	STANLEY RESERV. (WSTP)	1500	15	1	14
170	33	STANLEY RESERV. (WSTP)	1500	15	1	14
171	33	STANLEY RESERV. (WSTP)	1500	15	1	14
172	33	STANLEY RESERV. (WSTP)	1500	15	1	14
173	33	STANLEY RESERV. (WSTP)	1500	15	1	14
174	33	STANLEY RESERV. (WSTP)	1500	15	1	14
175	33	STANLEY RESERV. (WSTP)	1500	15	1	14
176	33	STANLEY RESERV. (WSTP)	1500	15	1	14
177	33	STANLEY RESERV. (WSTP)	1500	15	1	14
178	33	STANLEY RESERV. (WSTP)	1500	15	1	14
179	33	STANLEY RESERV. (WSTP)	1500	15	1	14
180	33	STANLEY RESERV. (WSTP)	1500	15	1	14
181	33	STANLEY RESERV. (WSTP)	1500	15	1	14
182	33	STANLEY RESERV. (WSTP)	1500	15	1	14
183	33	STANLEY RESERV. (WSTP)	1500	15	1	14
184	33	STANLEY RESERV. (WSTP)	1500	15	1	14
185	33	STANLEY RESERV. (WSTP)	1500	15	1	14
186	33	STANLEY RESERV. (WSTP)	1500	15	1	14
187	33	STANLEY RESERV. (WSTP)	1500	15	1	14
188	33	STANLEY RESERV. (WSTP)	1500	15	1	14
189	33	STANLEY RESERV. (WSTP)	1500	15	1	14
190	33	STANLEY RESERV. (WSTP)	1500	15	1	14
191	33	STANLEY RESERV. (WSTP)	1500	15	1	14
192	33	STANLEY RESERV. (WSTP)	1500	15	1	14
193	33	STANLEY RESERV. (WSTP)	1500	15	1	14
194	33	STANLEY RESERV. (WSTP)	1500	15	1	14
195	33	STANLEY RESERV. (WSTP)	1500	15	1	14
196	33	STANLEY RESERV. (WSTP)	1500	15	1	14
197	33	STANLEY RESERV. (WSTP)				

OPTIONAL CALCS.: TOTAL WATTS PER PANEL = 49,150

TOTAL WATTS LESS A/C	= 41,150
1ST 10,000 @ 100%	= 10,000
BAL 31,150 @ 40%	= 12,460
A/C	= 8,000
	<u>30,460 / 240 = 127.00 AMPS</u>



EXIST. 200A. ELECTRIC SERVICE RISER

FOR::: 233 EAST COMMERCIAL BLVD. - AIRB-B

Charles O. Buckalew
Consulting Engineering Services, Inc.
801 South Ocean Drive, Suite 201
Hollywood, Florida 33019
C.O.A. Number: 6255
Tel.: (954) 558-1189 Fax: (954) 929-8988

B

36

DATE	DEC., 2019
SCALE	1/4"=1'-0"
BY	C.R.W.
JOB	DE-1997
SHT	E-1

FOR:: 233 - UNIT "C", EAST COMMERCIAL BLVD.
FOLIO :: 4943-18-07-0420, LAUDERDALE BY THE SEA, FL, 33308

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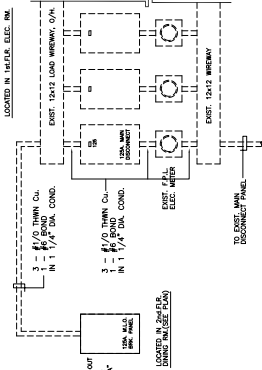


ELECTRICAL NOTES :::

1. ALL MATERIAL, PRACTICES, STANDARDS AND WORKMANSHIP, SHALL MEET THE APPLICABLE STANDARDS AND SPECIFICATIONS OF THE 2012 NATIONAL ELECTRICAL CODE, 7th EDITION, NEC-2012, NFPA-70, 2012 AND THE NFPA-2012.
2. A DISCONNECT SWITCH IS REQUIRED WITHIN SITE OF ALL HVAC EQUIPMENT, AS PUN INDICATED. NEC-440.11.4
3. TAMPER RESISTANT RECEPTACLES AND GFI. RECEPTACLES ARE REQUIRED THROUGHOUT FULL RESIDENCE. NEC-406.11
4. A MINIMUM OF 75% PERCENT OF LIGHTING FIXTURES SHALL BE OF HIGH-EFFICIENCY LAMPS.

EXHAUST FAN
0.9AMPS- 4.0 SONES...
VENT WITH 4" DUCT V.T.R.
(OR EQUAL)

CIRCUIT BREAKER PANEL "A" (86 DOT PANEL)							
120V-150/240V, 1PH							
AMP SUM = 10000							
QCT	DET	SERVICE	WATTS	TRIP	POLES	WIRE #	CONC
1	1	EXT. RECEPT. (W/AF) 1500	1500	20	1	12	PANCS
2	2	M. REFRIG. (AC/SP)	800	20	1	12	PANCS
3	3	M. REFRIG. (W/AF) 1000	1000	20	1	12	PANCS
4	4	M. REFRIG. (W/AF) 1000	1000	20	1	12	PANCS
5	5	M. REFRIG. (W/AF) 1000	1000	20	1	12	PANCS
6	6	M. REFRIG. (W/AF) 1000	1000	20	1	12	PANCS
7	7	MICROWAVE (AC/SP)	800	20	1	12	PANCS
8	8	MICROWAVE (AC/SP)	800	20	1	12	PANCS
9	9	MICROWAVE (AC/SP)	800	20	1	12	PANCS
10	10	MICROWAVE (AC/SP)	800	20	1	12	PANCS
11	11	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
12	12	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
13	13	MICROWAVE (AC/SP)	1000	20	1	12	PANCS
14	14	MICROWAVE (AC/SP)	1000	20	1	12	PANCS
15	15	MICROWAVE (AC/SP)	1000	20	1	12	PANCS
16	16	MICROWAVE (AC/SP)	1000	20	1	12	PANCS
17	17	MICROWAVE (AC/SP)	1000	20	1	12	PANCS
18	18	MICROWAVE (AC/SP)	1000	20	1	12	PANCS
19	19	MICROWAVE (AC/SP)	1000	20	1	12	PANCS
20	20	MICROWAVE (AC/SP)	1000	20	1	12	PANCS
21	21	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
22	22	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
23	23	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
24	24	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
25	25	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
26	26	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
27	27	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
28	28	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
29	29	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
30	30	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
31	31	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
32	32	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
33	33	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
34	34	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
35	35	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
36	36	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
37	37	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
38	38	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
39	39	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
40	40	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
41	41	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
42	42	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
43	43	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
44	44	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
45	45	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
46	46	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
47	47	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
48	48	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
49	49	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
50	50	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
51	51	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
52	52	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
53	53	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
54	54	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
55	55	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
56	56	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
57	57	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
58	58	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
59	59	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
60	60	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
61	61	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
62	62	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
63	63	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
64	64	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
65	65	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
66	66	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
67	67	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
68	68	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
69	69	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
70	70	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
71	71	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
72	72	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
73	73	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
74	74	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
75	75	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
76	76	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
77	77	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
78	78	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
79	79	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
80	80	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
81	81	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
82	82	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
83	83	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
84	84	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
85	85	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
86	86	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
87	87	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
88	88	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
89	89	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
90	90	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
91	91	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
92	92	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
93	93	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
94	94	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
95	95	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
96	96	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
97	97	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
98	98	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
99	99	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
100	100	AC/AF UNIT (W/AF)	1000	20	1	12	PANCS
TOTAL WATTS =							441,500



EXIST. 125A. ELECTRIC SERVICE RISER
N.T.S.

2nd. FLOOR
ELECTRICAL AND LIGHTING - FLOOR PLAN
SCALE: 1/4"=1'-0"

- [illegible]

SYMBOL LEGEND :

FOR:: 233 - UNIT "C", EAST COMMERCIAL BLVD.
FOLIO :: 4943-18-07-0420, LAUDERDALE BY THE SEA, FL. 33308

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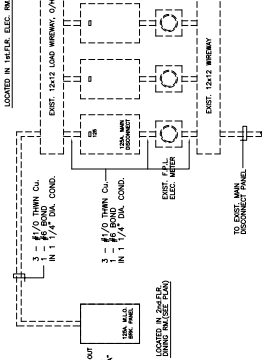


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EXHAUST FAN
0.9AMPS- 4.0 SONES...
VENT WITH 4" DUCT V.T.R.
(OR EQUAL)

CIRCUIT BREAKER PANEL "A" (86 DOT PANEL)							
120V-150/240V, 1PH							
NG SUM = 10000							
QCT	DET	SERVICE	WATS	TRM	POLES	WIRE #	CONC
1	1	EXT. RECEPT. (W/SP)	600		1	12	PANCS
2	2	M. REFRIG. (AC/SP)	1000	20	1	12	PANCS
3	3	M. REFRIG. (W/SP)	800	20	1	12	PANCS
4	4	M. REFRIG. (W/SP)	800	20	1	12	PANCS
5	5	M. REFRIG. (W/SP)	800	20	1	12	PANCS
6	6	M. REFRIG. (W/SP)	800	20	1	12	PANCS
7	7	M. REFRIG. (W/SP)	800	20	1	12	PANCS
8	8	M. REFRIG. (W/SP)	800	20	1	12	PANCS
9	9	M. REFRIG. (W/SP)	800	20	1	12	PANCS
10	10	M. REFRIG. (W/SP)	800	20	1	12	PANCS
11	11	M. REFRIG. (W/SP)	800	20	1	12	PANCS
12	12	M. REFRIG. (W/SP)	800	20	1	12	PANCS
13	13	M. REFRIG. (W/SP)	800	20	1	12	PANCS
14	14	M. REFRIG. (W/SP)	800	20	1	12	PANCS
15	15	M. REFRIG. (W/SP)	800	20	1	12	PANCS
16	16	M. REFRIG. (W/SP)	800	20	1	12	PANCS
17	17	M. REFRIG. (W/SP)	800	20	1	12	PANCS
18	18	M. REFRIG. (W/SP)	800	20	1	12	PANCS
19	19	M. REFRIG. (W/SP)	800	20	1	12	PANCS
20	20	M. REFRIG. (W/SP)	800	20	1	12	PANCS
21	21	M. REFRIG. (W/SP)	800	20	1	12	PANCS
22	22	M. REFRIG. (W/SP)	800	20	1	12	PANCS
23	23	M. REFRIG. (W/SP)	800	20	1	12	PANCS
24	24	M. REFRIG. (W/SP)	800	20	1	12	PANCS
25	25	M. REFRIG. (W/SP)	800	20	1	12	PANCS
26	26	M. REFRIG. (W/SP)	800	20	1	12	PANCS
27	27	M. REFRIG. (W/SP)	800	20	1	12	PANCS
28	28	M. REFRIG. (W/SP)	800	20	1	12	PANCS
29	29	M. REFRIG. (W/SP)	800	20	1	12	PANCS
30	30	M. REFRIG. (W/SP)	800	20	1	12	PANCS
31	31	M. REFRIG. (W/SP)	800	20	1	12	PANCS
32	32	M. REFRIG. (W/SP)	800	20	1	12	PANCS
33	33	M. REFRIG. (W/SP)	800	20	1	12	PANCS
34	34	M. REFRIG. (W/SP)	800	20	1	12	PANCS
35	35	M. REFRIG. (W/SP)	800	20	1	12	PANCS
36	36	M. REFRIG. (W/SP)	800	20	1	12	PANCS
37	37	M. REFRIG. (W/SP)	800	20	1	12	PANCS
38	38	M. REFRIG. (W/SP)	800	20	1	12	PANCS
39	39	M. REFRIG. (W/SP)	800	20	1	12	PANCS
40	40	M. REFRIG. (W/SP)	800	20	1	12	PANCS
41	41	M. REFRIG. (W/SP)	800	20	1	12	PANCS
42	42	M. REFRIG. (W/SP)	800	20	1	12	PANCS
43	43	M. REFRIG. (W/SP)	800	20	1	12	PANCS
44	44	M. REFRIG. (W/SP)	800	20	1	12	PANCS
45	45	M. REFRIG. (W/SP)	800	20	1	12	PANCS
46	46	M. REFRIG. (W/SP)	800	20	1	12	PANCS
47	47	M. REFRIG. (W/SP)	800	20	1	12	PANCS
48	48	M. REFRIG. (W/SP)	800	20	1	12	PANCS
49	49	M. REFRIG. (W/SP)	800	20	1	12	PANCS
50	50	M. REFRIG. (W/SP)	800	20	1	12	PANCS
51	51	M. REFRIG. (W/SP)	800	20	1	12	PANCS
52	52	M. REFRIG. (W/SP)	800	20	1	12	PANCS
53	53	M. REFRIG. (W/SP)	800	20	1	12	PANCS
54	54	M. REFRIG. (W/SP)	800	20	1	12	PANCS
55	55	M. REFRIG. (W/SP)	800	20	1	12	PANCS
56	56	M. REFRIG. (W/SP)	800	20	1	12	PANCS
57	57	M. REFRIG. (W/SP)	800	20	1	12	PANCS
58	58	M. REFRIG. (W/SP)	800	20	1	12	PANCS
59	59	M. REFRIG. (W/SP)	800	20	1	12	PANCS
60	60	M. REFRIG. (W/SP)	800	20	1	12	PANCS
61	61	M. REFRIG. (W/SP)	800	20	1	12	PANCS
62	62	M. REFRIG. (W/SP)	800	20	1	12	PANCS
63	63	M. REFRIG. (W/SP)	800	20	1	12	PANCS
64	64	M. REFRIG. (W/SP)	800	20	1	12	PANCS
65	65	M. REFRIG. (W/SP)	800	20	1	12	PANCS
66	66	M. REFRIG. (W/SP)	800	20	1	12	PANCS
67	67	M. REFRIG. (W/SP)	800	20	1	12	PANCS
68	68	M. REFRIG. (W/SP)	800	20	1	12	PANCS
69	69	M. REFRIG. (W/SP)	800	20	1	12	PANCS
70	70	M. REFRIG. (W/SP)	800	20	1	12	PANCS
71	71	M. REFRIG. (W/SP)	800	20	1	12	PANCS
72	72	M. REFRIG. (W/SP)	800	20	1	12	PANCS
73	73	M. REFRIG. (W/SP)	800	20	1	12	PANCS
74	74	M. REFRIG. (W/SP)	800	20	1	12	PANCS
75	75	M. REFRIG. (W/SP)	800	20	1	12	PANCS
76	76	M. REFRIG. (W/SP)	800	20	1	12	PANCS
77	77	M. REFRIG. (W/SP)	800	20	1	12	PANCS
78	78	M. REFRIG. (W/SP)	800	20	1	12	PANCS
79	79	M. REFRIG. (W/SP)	800	20	1	12	PANCS
80	80	M. REFRIG. (W/SP)	800	20	1	12	PANCS
81	81	M. REFRIG. (W/SP)	800	20	1	12	PANCS
82	82	M. REFRIG. (W/SP)	800	20	1	12	PANCS
83	83	M. REFRIG. (W/SP)	800	20	1	12	PANCS
84	84	M. REFRIG. (W/SP)	800	20	1	12	PANCS
85	85	M. REFRIG. (W/SP)	800	20	1	12	PANCS
86	86	M. REFRIG. (W/SP)	800	20	1	12	PANCS
87	87	M. REFRIG. (W/SP)	800	20	1	12	PANCS
88	88	M. REFRIG. (W/SP)	800	20	1	12	PANCS
89	89	M. REFRIG. (W/SP)	800	20	1	12	PANCS
90	90	M. REFRIG. (W/SP)	800	20	1	12	PANCS
91	91	M. REFRIG. (W/SP)	800	20	1	12	PANCS
92	92	M. REFRIG. (W/SP)	800	20	1	12	PANCS
93	93	M. REFRIG. (W/SP)	800	20	1	12	PANCS
94	94	M. REFRIG. (W/SP)	800	20	1	12	PANCS
95	95	M. REFRIG. (W/SP)	800	20	1	12	PANCS
96	96	M. REFRIG. (W/SP)	800	20	1	12	PANCS
97	97	M. REFRIG. (W/SP)	800	20	1	12	PANCS
98	98	M. REFRIG. (W/SP)	800	20	1	12	PANCS
99	99	M. REFRIG. (W/SP)	800	20	1	12	PANCS
100	100	M. REFRIG. (W/SP)	800	20	1	12	PANCS
101	101	M. REFRIG. (W/SP)	800	20	1	12	PANCS
102	102	M. REFRIG. (W/SP)	800	20	1	12	PANCS
103	103	M. REFRIG. (W/SP)	800	20	1	12	PANCS
104	104	M. REFRIG. (W/SP)	800	20	1	12	PANCS
105	105	M. REFRIG. (W/SP)	800	20	1	12	PANCS
106	106	M. REFRIG. (W/SP)	800	20	1	12	PANCS
107	107	M. REFRIG. (W/SP)	800	20	1	12	PANCS
108	108	M. REFRIG. (W/SP)	800	20	1	12	PANCS
109	109	M. REFRIG. (W/SP)	800	20	1	12	PANCS
110	110	M. REFRIG. (W/SP)	800	20	1	12	PANCS
111	111	M. REFRIG. (W/SP)	800	20	1	12	PANCS
112	112	M. REFRIG. (W/SP)	800	20	1	12	PANCS
113	113	M. REFRIG. (W/SP)	800	20	1	12	PANCS
114	114	M. REFRIG. (W/SP)	800	20	1	12	PANCS
115	115	M. REFRIG. (W/SP)	800	20	1	12	PANCS
116	116	M. REFRIG. (W/SP)	800	20	1	12	PANCS
117	117	M. REFRIG. (W/SP)	800	20	1	12	PANCS
118	118	M. REFRIG. (W/SP)	800	20	1	12	PANCS
119	119	M. REFRIG. (W/SP)	800	20	1	12	PANCS
120	120	M. REFRIG. (W/SP)	800	20	1	12	PANCS
121	121	M. REFRIG. (W/SP)	800	20	1	12	PANCS
122	122	M. REFRIG. (W/SP)	800	20	1	12	PANCS
123	123	M. REFRIG. (W/SP)	800	20	1	12	PANCS
124	124	M. REFRIG. (W/SP)	800	20	1	12	PANCS
125	125	M. REFRIG. (W/SP)	800	20	1	12	PANCS
126	126	M. REFRIG. (W/SP)	800	20	1	12	PANCS
127	127	M. REFRIG. (W/SP)	800	20	1	12	PANCS
128	128	M. REFRIG. (W/SP)	800	20	1	12	PANCS
129	129	M. REFRIG. (W/SP)	800	20	1	12	PANCS
130	130	M. REFRIG. (W/SP)	800	20	1	12	PANCS
131	131	M. REFRIG. (W/SP)	800	20	1	12	PANCS
132	132	M. REFRIG. (W/SP)	800	20	1	12	PANCS
133	133	M. REFRIG. (W/SP)	800	20	1	12	PANCS
134	134	M. REFRIG. (W/SP)	800	20	1	12	PANCS
135	135	M. REFRIG. (W/SP)	800	20	1	12	PANCS
136	136	M. REFRIG. (W/SP)	800	20	1	12	PANCS
137	137	M. REFRIG. (W/SP)	800	20	1	12	PANCS
138	138	M. REFRIG. (W/SP)	800	20	1	12	PANCS
139	139	M. REFRIG. (W/SP)	800	20	1	12	PANCS
140	140	M. REFRIG. (W/SP)	800	20	1	12	PANCS
141	141	M. REFRIG. (W/SP)	800	20	1	12	PANCS
142	142	M. REFRIG. (W/SP)	800	20	1	12	PANCS
143	143	M. REFRIG. (W/SP)	800	20	1	12	PANCS
144	144	M. REFRIG. (W/SP)	800	20	1	12	PANCS
145	145	M. REFRIG. (W/SP)	800	20	1	12	PANCS
146	146	M. REFRIG. (W/SP)	800	20	1	12	PANCS
147	147	M. REFRIG. (W/SP)	800	20	1	12	PANCS
148	148	M. REFRIG. (W/SP)	800	20	1	12	PANCS
149	149	M. REFRIG. (W/SP)	800	20	1	12	PANCS
150	150	M. REFRIG. (W/SP)	800	20	1	12	PANCS
151	151	M. REFRIG. (W/SP)	800	20	1	12	PANCS
152	152	M. REFRIG. (W/SP)	800	20	1	12	PANCS
153	153	M. REFRIG. (W/SP)	800	20	1	12	PANCS
154	154	M. REFRIG. (W/SP)	800	20	1	12	PANCS
155	155	M. REFRIG. (W/SP)	800	20	1	12	PANCS
156	156	M. REFRIG. (W/SP)	800	20	1	12	PANCS
157	157	M. REFRIG. (W/SP)	800	20	1	12	PANCS
158	158	M. REFRIG. (W/SP)	800	20	1	12	PANCS
159	159	M. REFRIG. (W/SP)	800	20	1	12	PANCS
160	160	M. REFRIG. (W/SP)	800	20	1	12	PANCS
161	161	M. REFRIG. (W/SP)	800	20	1	12	PANCS
162	162	M. REFRIG. (W/SP)	800	20	1	12	PANCS
163	163	M. REFRIG. (W/SP)	800	20	1	12	PANCS
164	164	M. REFRIG. (W/SP)	800	20	1	12	PANCS
165	165	M. REFRIG. (W/SP)	800	20	1	12	PANCS
166	166	M. REFRIG. (W/SP)	800	20	1	12	PANCS
167	167	M. REFRIG. (W/SP)	800	20	1	12	PANCS
168	168	M. REFRIG. (W/SP)	800	20	1	12	PANCS
169	169	M. REFRIG. (W/SP)	800	20	1	12	PANCS
170	170	M. REFRIG. (W/SP)	800	20	1	12	PANCS
171	171	M. REFRIG. (W/SP)	800	20	1	12	PANCS
172	172	M. REFRIG. (W/SP)	800	20	1	12	PANCS
173	173	M. REFRIG. (W/SP)	800	20	1	12	PANCS
174	174	M. REFRIG. (W/SP)	800	20	1	12	PANCS
175	175	M. REFRIG. (W/SP)	800	20	1	12	PANCS
176	176	M. REFRIG. (W/SP)	800	20	1	12	PANCS
177	177	M. REFRIG. (W/SP)	800	20	1	12	PANCS
178	178	M. REFRIG. (W/SP)	800	20	1	12	PANCS
179	179	M. REFRIG. (W/SP)	800	20	1	12	PANCS
180	180	M. REFRIG. (W/SP)	800	20	1	12	PANCS
181	181	M. REFRIG. (W/SP)	800	20			



EXIST. 125A. ELECTRIC SERVICE RISER
N.T.S.

2nd. FLOOR

ELECTRICAL AND LIGHTING - FLOOR PLAN

- [illegible]

SYMBOL LEGEND :



1. THE CONTRACTOR SHALL FURNISH ALL LABOR MATERIALS AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE ALUMINUM SYSTEM IN ACCORDANCE WITH THE REQUIREMENTS OF THE SPECIFICATIONS AND THE NATIONAL PLUMBING CODE. ALL OTHER APPLICABLE STATE, COUNTY AND LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL PAY ALL COSTS OF PERMIT APPLICATIONS AND ALL OTHER FEES AND CHARGES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ACCEPTANCE A CERTIFICATE FROM THE LOCAL INSPECTION AUTHORITY SHALL BE FURNISHED TO THE OWNER.
3. THE CONTRACTOR SHALL BE AVOID OF U.S. MANUFACTURE AND OF GOOD QUALITY OF RESISTANCE AND DRAINAGE, AND MUST BE FURNISHED SO AS TO PREVENT LEAKAGE OF WATER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER PERFORMANCE IN A WORKMANLIKE MANNER BY SUFFICIENT NUMBER OF SKILLED WORKMEN.
4. CONTRACTOR SHALL VISIT THE SITE AND REVIEW ALL REPERTURE TYPICAL DRAWINGS AND SPECIFICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITY TIE OUTS, PAVING, EMENT, ETC. AND MAKE THE ALLOWANCES FOR ANY CONDITION EXISTING HIS WORK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO PIPING AND FITTINGS SHALL BE REPAIRED (ASTM D-2665/D-3034).
6. ALL ABOVE GROUND SANITARY & STORM DRAINAGE BRANCH & VENT PIPES AND FITTINGS SHALL BE PVC-90 (ASTM D-2665/D-3034).
7. ALL ABOVE GROUND WATERS SHALL BE COPAL (ASTM D-2665/D-3034).
8. ALL HOT WATER PRESSURE AND TEMPERATURE RIEBEL PIPING SHALL BE COPPER PIPING (ASTM B-360).

PLUMB. FIXTURE NOTES :

1. CONNECT DRAIN TO KIT
2. DRAIN & HOSE BIBBS
3. PROVIDE VACUUM BREAK
4. PROVIDE ANTI-SCALD V
5. 2" INSURED GLAB

FIXTURE NOTE: ...
MAXIMUM FLOW RATES & CONSUMPTION FOR FIXTURES, FITTINGS
AND APPLIANCES SHALL BE PER IFPC TABLE 604.4 / P2903.2

GENERAL NOTES :

1. ALL GLAZING IN W/IN 60" OF TOP OF TUB AND/OR
2. ALL PLUMBING F.P.C., TABLE
3. ALL TUB/SHOWERS F.P.C., SECTION
4. WATER HAMMER AT ALL AUTOMATIC

SCALE: 1/4"=1'-0"

TOWN OF LAUDERDALE-BY-THE-SEA CITIZEN PARTICIPATION MEETING

Jarvis Hall
4505 Ocean Drive
Monday, November 28, 2022
6:30 PM

PROJECT SUMMARY

IMCO.BY.C LLC has filed applications for conditional use, site plan modification and flexibility use allocation permits with the Town of Lauderdale-By-The-Sea, FL 33308.

The application seeks to convert the property from a solely commercial use to a mixed use, by creating two residential units above the existing commercial units.

MEETING ATTENDEES

There were no members of the public in attendance at the meeting.

MEETING MINUTES

- David Valdini stated the address of the project as 233 E Commercial Blvd, Lauderdale-By-The-Sea.
- He mentioned the applications filed and presented the intended project.
- He stated that the replacement of the windows on the façade of the building will be made in accordance with Town's design standards, in order to maintain the Mid-Century Modern (MCM) character of the town.
- He finished by stating that the proposed use will not constitute a nuisance, be injurious or detrimental to public interests as it is similar to existing land uses on adjacent parcels and requested the approval of the conditional use, site plan modification, and flexibility unit allocation.

Exhibit 7

- Susan Leven, Planner for the Town of Lauderdale-By-The- Sea, stated that there was no attendance by the public and closed the meeting.
- The meeting was adjourned at 7:00pm.



**SITE PLAN AMENDMENT, CONDITONAL USE,
AND FLEXIBILITY UNITS DEVELOPMENT ORDER
2022-L2-SPM-02, 2022-CU-01, 2022-FXU-01
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA**

PROJECT NAME: 233 E Commercial Boulevard

ADDRESS OF PROPERTY: 233 E Commercial Boulevard

FOLIO #: 4943 18 07 0420

PROPERTY OWNER: IMCO BY C., LLC

APPLICANT: Charles Weidner (Maria Karachalia)

APPLICANT ADDRESS: 801 S Ocean Drive, #201, Hollywood, FL 33019

REQUEST: Pursuant to the requirements of Article IV, Division 2 of Chapter 30 “Unified Land Development Regulations,” Section 30-271(i)(3) “Mixed Use Requirements,” Section 30-126 “Conditional Use Requirements,” and Section 30-100 “Flexibility Rules” of the Town Code of Ordinances (“Town Code”), the Applicant is requesting a site plan modification, conditional use approval, and flexibility unit allocation to permit a mixed-use development including two (2) second-floor residential dwelling units within the B-1 Zoning District for property located at 233 E Commercial Boulevard.

SECTION 1. FINDINGS. THIS MATTER came before the TOWN Commission of the TOWN of LAUDERDALE-BY-THE-SEA, Florida, on February 28, 2023, following due public notice. The TOWN Commission having considered the public testimony, evidence in the record, the testimony of the applicant, and the recommendation of the TOWN Planning and Zoning Board and administrative staff, finds that the application, as conditioned herein, is in compliance with the applicable standards and minimum requirements of Chapter 30 “Unified Land Development Regulations” of the Town Code.

SECTION 2. APPROVAL. The request to approve a Site Plan Modification, Conditional Use, and Flexibility Unit Allocation to permit a mixed-use development including two (2) second-floor residential dwelling units located within the B-1 Zoning District is hereby approved as shown on the plans submitted on October 9, 2022, attached as Exhibit 1, except as modifications may be required by this approval or the Building Official.

SECTION 3. CONDITIONS. The APPROVAL granted herein is subject to the following conditions:

1. The Applicant shall secure a building permit, as defined in Section 30-121(e) of the Town Code, for the project within twelve (12) months of the date of the development order approval and a certificate of occupancy for all structures within eighteen (18) months of obtaining the building permit. An extension to the deadline for completion of construction and compliance with the site plan development order may be granted by the Special Magistrate pursuant to the requirements of Section 6-12 of the Town Code.
2. All construction shall be in accordance with the plans, incorporated into the approved Development Order as **Exhibit 1**, which are listed in this report and in accordance with all modifications and conditions approved by the Town Commission. If changes occur as part of the building permit and/or architectural review process, the Applicant will be required to provide this information to Development Services Staff to determine if a modification of the Site Plan approval is required.
3. Prior to issuance of a building permit, the Finance Director or designee shall certify that there are no outstanding fines, moneys, fees, taxes or other charges owed to the Town by the current or past owners or operators of the property in which the building permit is being issued. If fees are related to a code violation that requires a building permit to correct the violation, only the

building permits required by the Town for correction of the violation may be issued. No other building permits will be issued until all outstanding debts to the Town are paid in full.

4. The approved site plan does not in any way create a right on the part of the Applicant to obtain a permit from a state or federal agency and does not create liability on the part of the Town for issuance of the approval if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.
5. All applicable state and federal permits shall be obtained before commencement of construction.

SECTION 4. VIOLATION OF CONDITIONS. Failure to adhere to the terms and conditions of this Development Order shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of any of the approval(s) granted in this Development Order. The Applicant understands and acknowledges that it must comply with all other applicable requirements of the Town Code before it may commence construction or operation, and that the foregoing approval in this Development Order may be revoked by the Town at any time upon a determination that the Applicant is in non-compliance with the Town Code or the conditions of this Approval.

SECTION 5. APPEAL. In accordance with Section 30-140(d)(11) of the Town Code, the Applicant, or any aggrieved property owner in the area, may appeal the decision of the Town Commission in the Circuit Court of Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.

SECTION 6. EFFECTIVE DATE. This Development Order shall become effective upon Approval by the Commission.

APPROVED this ____ day of _____, 2023

MAYOR CHRIS VINCENT

ATTEST:

Katrina Adler, Town Clerk

Approved as to form:

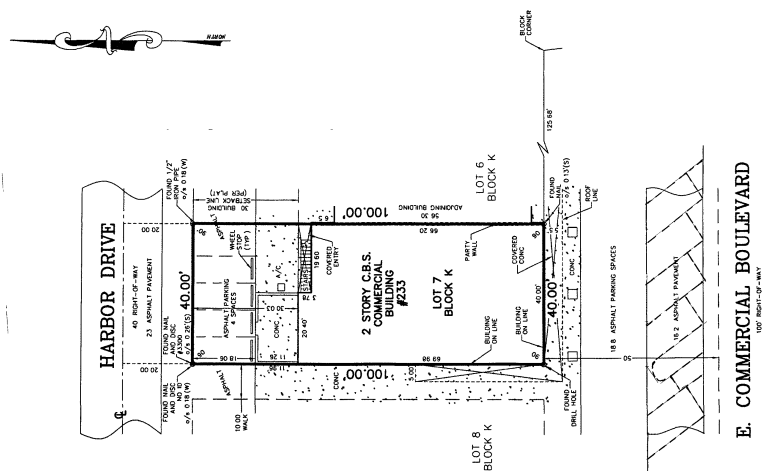
Susan L. Trevarthen, Town Attorney

Charles O. Buckalew
Consulting Engineering Services, Inc.
801 South Ocean Drive, Suite 201
Hollywood, Florida 33019
C/O Number 6255
Tel (954) 558-1189 Fax (954) 929-8988

১৮

CHARLES O BUCKLEY JR
FLORIDA REG NO 24842

DATE	OCT, 2022
SCALE	1"=20'-0"
BY	CRW
NOB	OC-2297
SHT	SP-1



E. COMMERCIAL BOULEVARD

SITE CALCULATIONS	
TOTAL BUILDING AREA	= 2,799 20 S.F. PER FLR
TOTAL BUILDING HEIGHT	= 24'-0" ABOVE GRADE
1st FLOOR TENANTS:-	
REAL ESTATE OFFICE	= 139 60 S.F.
RESTAURANT	= 139 60 S.F.
2nd FLOOR TENANTS:-	
FRONT UNIT - RESIDENTIAL	= 157 20 S.F.
REAR UNIT - RESIDENTIAL	= 122 00 S.F.
TOTAL PARKING PROVIDED	= (7)SEVEN PARKING SPACES

CERTIFY TO:
1 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
2 BEIGHLEY, MYRICK & UDELL, P.A.
3 GUY FAVART

POTENTIAL ENCROACHMENTS:
1. COVERED CONCRETE CROSSES OVER THE SOUTHERLY AND WESTERLY PROPERTY LINES

LEGAL DESCRIPTION:
 LOT 7, BLOCK K OF "SILVER SHORES SECTION OF LAUDERDALE BY THE SEA UNIT B", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, AT PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LEGAL DESCRIPTION:
LOT 7, BLOCK K OF "SILVER S
RECORDED IN PLAT BOOK 31

[illegible]

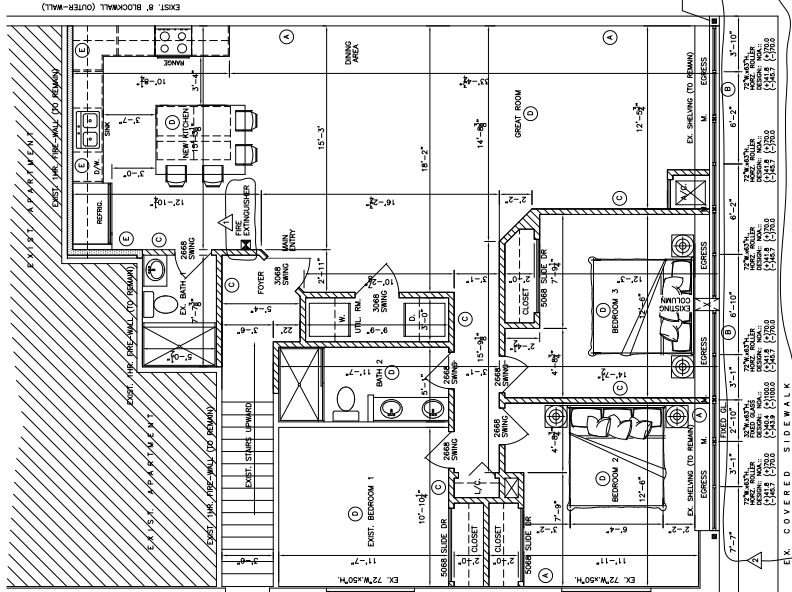
GENERAL NOTES:

[illegible]

FOR::: 233 EAST COMMERCIAL BLVD. - AIRB-B

CHARLES O. BUCKLEY, P.E.
FLORIDA REG. NO. 24842

DATE	DEC., 2019
SCALE	1/4"=1'-0"
BY	C.R.W.
JOB	DE-1997
SHT	A-1



2nd. FLOOR

NEW UNIT - FLOOR PLAN

SCALE: 1/4"=1'-0"

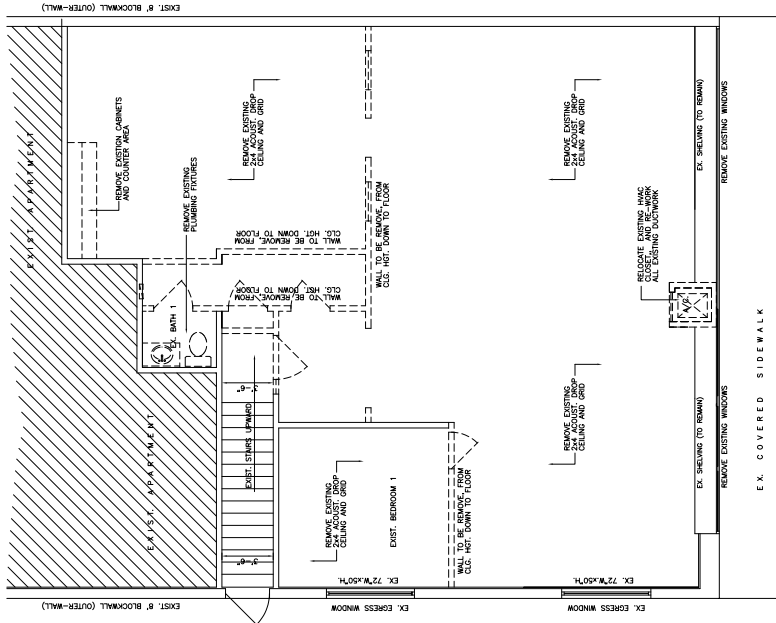
USE & OCCUPANCY CLASSIFICATION :
RESIDENTIAL, GROUP "R" (R-2), F.B.C. SECTION 310.4
CLASSIFICATION OF WORK :
(2nd.FLR.) NEW WINDOWS & NEW 8"BLOCKWALL., O.A.

- [illegible]

WINDLOAD DESIGN PRESSURES BASED ON PROVISIONAL WIND-LOAD PER AREA $7-16$ METHOD, 1. PART 1, WIND 180 (1.3-SEC. GUST), EXPOSURE D, $K_z = 0.5$, $K_{zt} = 1.0$, RISK CAT. A, ALLOWABLE STRESS DESIGN, METHOD, $P = 0.06$, ZONES 4 & 5, MEAN ROOF $H = 25'$

GENERAL NOTES:

- [illegible]



INT. DEMOLITION PLAN

SCALE: 1/4"=1'-0"

DEMOLITION NOTES:[illegible]

REVISIONS	BY

FOR: 233 - UNIT "C", EAST COMMERCIAL BLVD.
 FLOOR: 4943-18-07-0420, LAUDERDALE BY THE SEA, FL. 33308

Charles O. Buckalew
 Consulting Engineering Services, Inc.
 801 South Ocean Drive, Suite 201
 Hollywood, Florida 33019
 C.O.A. Number: 6205
 Tel: (954) 558-1189 Fax: (954) 929-8988



CHARLES O. BUCKALEW
 CONSULTING ENGINEERING SERVICES, INC.
 801 SOUTH OCEAN DRIVE, SUITE 201
 HOLLYWOOD, FLORIDA 33019
 C.O.A. NUMBER: 6205
 TEL: (954) 558-1189 FAX: (954) 929-8988

DATE	OCT., 2022
SCALE	AS NOTED
BY	C.E.W.
JOB	OC-2297
SHT	A-2

FLUSH ACOUST. CLG. DETAIL	EXIST. CONC. BLOCKWALL DETAIL
INTERIOR JAMB DETAIL	WALL-HUNG CABINETS
TYP. INT. WALL SECTION	WATER HEATER INSTALL DETAIL

REVISIONS	BY

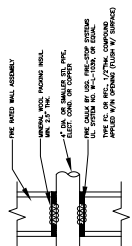
FOR:: 233 - UNIT "C", EAST COMMERCIAL BLVD.
FOLIO :: 4943-18-07-0420 , LAUDERDALE BY THE SEA , FL. 33308

Charles O. Buckalew
Consulting Engineering Services, Inc.
801 South Ocean Drive, Suite 201
Hollywood, Florida 33019
C.O.B. Number: 6255
Tel.: (954) 558-1189 Fax.: (954) 929-8988

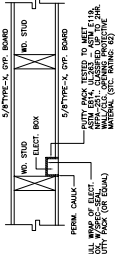


CHARLES O. BUCKLEY, P.E.
FLORIDA REG. NO. 24842

DATE OCT., 2022
SCALE 1/4"=1'-0"
C.R.W.
OC-2297
E-1



SCALE: N.T.S. U.L. SYSTEM NO. W-L-1039



ELECT. BOXES AT FIRE RATED WALL/CLG.

SCALE: N.T.S.

ELECTRICAL NOTES ...

1. ALL MATERIAL, PRACTICES, STANDARDS AND WORKMANSHIP SHALL MEET THE APPLICABLE STANDARDS AND SPECIFICATIONS OF THE FFC, 2020, 7th, EDITION, NEC-2014, NFPA-72, 2012 AND THE FFC-2012.
2. A DISCONNECT SWITCH IS REQUIRED WITHIN SITE OF ALL HVAC EQUIPMENT, AS PLAN INDICATED. NEC-440.1.114
3. TAMPER RESISTANT RECEPTABLES AND GFI RECEPTABLES ARE REQUIRED THROUGHOUT FULL RESIDENCE. NEC-408.11
4. A MINIMUM OF 75% PERCENT OF LIGHTING FIXTURES SHALL BE OF HIGH-EFFICIENCY LAMPS.

Roem 3 ton, 14.0 SEER	Equipment	Model #	Phase / Volts	Condensing Unit	Cond. Htg.	Cond. Htg.
RP1436A1NA	Condensing Unit Model #	RP1436A1NA	1-100-200/230	40	14.1	77.0
RHP-21-J09SHZ	Refr. Handler Unit Model #		1-100-200/230	30		
5kW	Refr. Handler Unit		5kW	1-100-200/230		
1157 CFM @ 10 Static	Refr. Handler Unit					
33500	Refr. Handler Unit					
Latent Cap. - 12000	Refr. Handler Unit					
24.50	Refr. Handler Unit					
21.00	Refr. Handler Unit					
High- 36.00	Refr. Handler Unit					
1157 CFM @ 10 Static	Refr. Handler Unit					
33500	Refr. Handler Unit					
Latent Cap. - 12000	Refr. Handler Unit					
24.50	Refr. Handler Unit					
21.00	Refr. Handler Unit					
High- 36.00	Refr. Handler Unit					
1157 CFM @ 10 Static	Refr. Handler Unit					
33500	Refr. Handler Unit					
Latent Cap. - 12000	Refr. Handler Unit					
24.50	Refr. Handler Unit					
21.00	Refr. Handler Unit					
High- 36.00	Refr. Handler Unit					
1157 CFM @ 10 Static	Refr. Handler Unit					
33500	Refr. Handler Unit					
Latent Cap. - 12000	Refr. Handler Unit					
24.50	Refr. Handler Unit					
21.00	Refr. Handler Unit					
High- 36.00	Refr. Handler Unit					
1157 CFM @ 10 Static	Refr. Handler Unit					
33500	Refr. Handler Unit					
Latent Cap. - 12000	Refr. Handler Unit					
24.50	Refr. Handler Unit					
21.00	Refr. Handler Unit					
High- 36.00	Refr. Handler Unit					
1157 CFM @ 10 Static	Refr. Handler Unit					
33500	Refr. Handler Unit					
Latent Cap. - 12000	Refr. Handler Unit					
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21.00	Refr. Handler Unit					
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1157 CFM @ 10 Static	Refr. Handler Unit					
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33500	Refr. Handler Unit					
Latent Cap. - 12000	Refr. Handler Unit					
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21.00	Refr. Handler Unit					
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24.50	Refr. Handler Unit					
21.00	Refr. Handler Unit					
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Latent Cap. - 12000	Refr. Handler Unit					
24.50	Refr. Handler Unit					
21.00	Refr. Handler Unit					
High- 36.00	Refr. Handler Unit					
1157 CFM @ 10 Static	Refr. Handler Unit					
33500	Refr. Handler Unit					
Latent Cap. - 120						

4. FAN (E.F.) - BROWN MODEL #688, 50CFM EXHAUST FAN
0.9AMPS - 4.0 SONES...
VENT WITH 4" DUCT V.T.R.
(OR EQUAL)

[illegible]

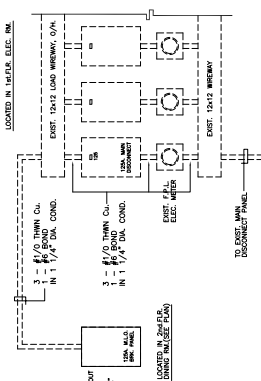
• **MAIN CONCLUSION**

OPTIONAL CALCS : TOTAL WATTS PER PANEL = 41 080

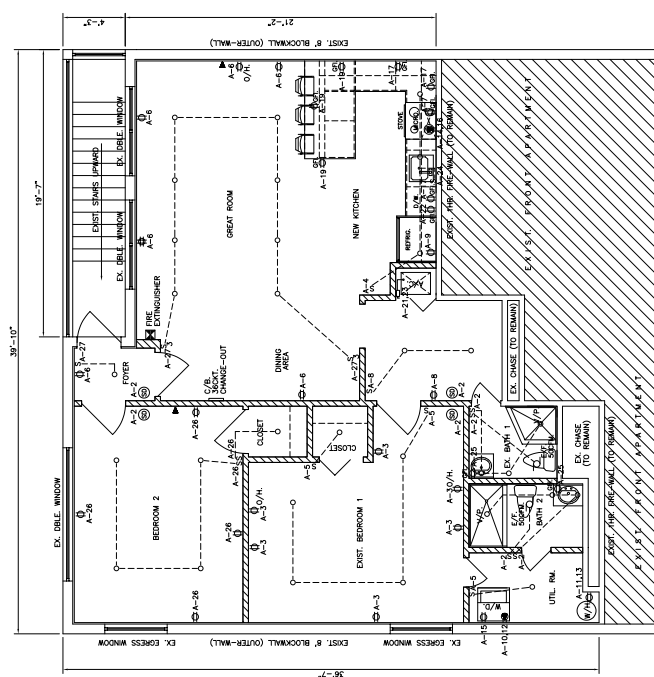
[illegible]

TOTAL WATTS LESS A/C = 36,080

1st 10,000 @ 100%	= 10,000
BAL 26,080 @ 40%	= 10,432

$$A/C = \frac{5,000}{\dots}$$


EXIST. 125A. ELECTRIC SERVICE RISER



2nd. FLOOR

SCALE: 1/4"=1'-0"

- [illegible]

NOTES =

1. ALL LIGHT SWITCHES ARE TO BE INSTALLED 48" A.F.F.
2. ALL ELECT., TELEPHONE/DATA, & CABLE OUTLETS TO BE INSTALLED 18" A.F.F. FROM

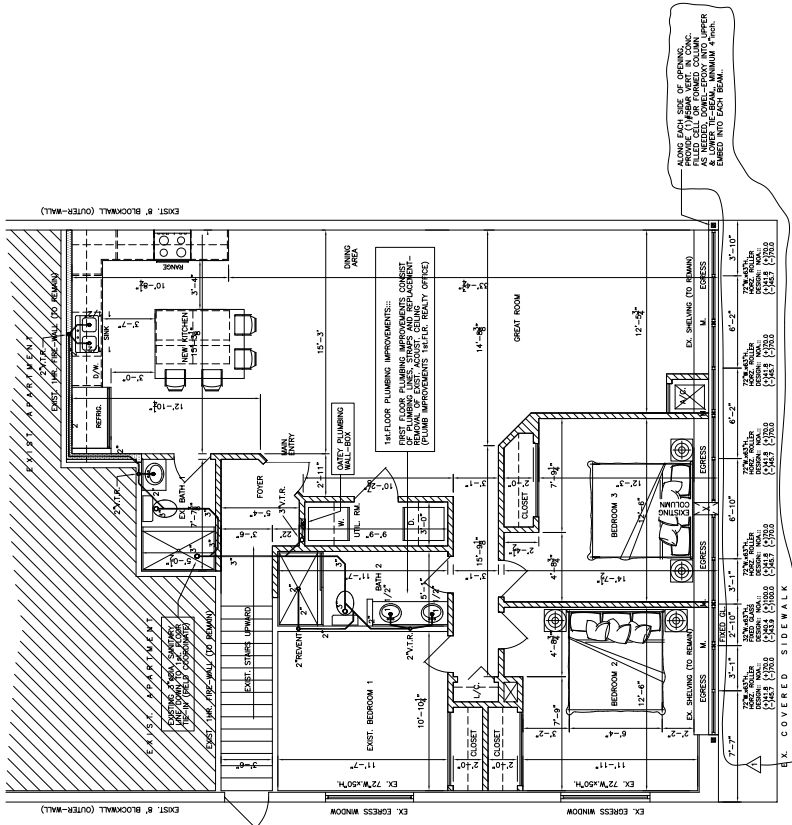
REVISIONS	BY
01-08-2019	REV. FOR
02-08-2019	REV. FOR
03-08-2019	REV. FOR
04-08-2019	REV. FOR
05-08-2019	REV. FOR
06-08-2019	REV. FOR
07-08-2019	REV. FOR
08-08-2019	REV. FOR
09-08-2019	REV. FOR
10-08-2019	REV. FOR
11-08-2019	REV. FOR
12-08-2019	REV. FOR

FOR::: 233 EAST COMMERCIAL BLVD. - AIRB-B

Charles O. Buckalew
Consulting Engineering Services, Inc.
801 South Ocean Drive, Suite 201
Hollywood, Florida 33019
C.O.A. Number 6259
Tel.: (954) 558-1189 Fax.: (954) 929-8988



PROJECT NO. 2019-001
DATE: DEC. 2019
SCALE: 1/4"=1'-0"
BY: C.R.M.
JOB NO. DE-11997
SHEET P-1



2nd. FLOOR

PLUMBING - FLOOR PLAN

SCALE: 1/4"=1'-0"

- GENERAL NOTES :
1. ALL PLUMBING IN TUB & SHOWER ENCLOSURES SHALL BE INSTALLED IN ACCORDANCE WITH THE LOCAL CODES AND STANDARDS.
 2. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LOCAL CODES AND STANDARDS.
 3. ALL TUB/SHOWER VALVES SHALL COMPLY WITH F.P.C., SECTION 624 (ANTI-SCALD AS REQ'D).
 4. ALL TUB/SHOWER VALVES (KITCHEN & BATHROOM)

MARK	DESCRIPTION	DRAIN	COLD	HOT	REMARKS
1	UNLTD. WATER SINK	1/2"	1/2"	N/A	
2	BATH TUB	1-1/2"	1/2"	1/2"	SEE NOTE 4
3	KITCHEN SINK	1-1/2"	1/2"	1/2"	NO SINK DISPOSAL
4	CLOSET WASH	2"	1/2"	1/2"	SEE NOTE 2
5	REFRIGERATOR	N/A	N/A	N/A	SEE NOTE 4
6	SHOWER	2"	1/2"	1/2"	

- PLUMB. FUTURE NOTES :
1. CONNECT DRAIN TO FITTED SINK TRAP-SIZE WITH FLEXIBLE TUBING.
 2. PROVIDE VACUUM BREAKER.
 3. PROVIDE VACUUM BREAKER.
 4. 2" UNDER SINK.

EXISTING NOTE :
EXISTING PLUMBING SHALL BE REMOVED AND REINSTALLED IN ACCORDANCE WITH THE LOCAL CODES AND STANDARDS.

GENERAL PLUMBING NOTES :

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE PLUMBING SYSTEM IN ACCORDANCE WITH THE LOCAL CODES AND STANDARDS.
2. THE CONTRACTOR SHALL PAY ALL COSTS OF PERMITS, INSPECTIONS AND ALL OTHER FEES AND CHARGES REQUIRED BY THE LOCAL INSPECTION AUTHORITY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LOCAL CODES AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS.
4. CONTRACTOR SHALL VISIT THE SITE AND REVIEW ALL PERTINENT UTILITY DRAWINGS AND RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS.
5. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LOCAL CODES AND STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSPECTIONS.
6. ALL ABOVE GROUND SANITARY & SEWER DRAINAGE BRANCH & VENT PIPES AND FITTINGS SHALL BE PVC-UH (ASTM D-3084) (2" & 3").
7. ALL ABOVE GROUND SANITARY & SEWER DRAINAGE BRANCH & VENT PIPES SHALL BE PVC (ASTM D-3027) PER P.C. TABLE 600-4.
8. ALL ABOVE GROUND PIPING SHALL BE COPPER (ASTM B-302) OR CPVC (ASTM D-2688) PER TABLE 600-4.
9. ALL HOT WATER PRESSURE AND TEMPERATURE RELIEF PIPING SHALL BE COPPER PIPING (ASTM B-302).
10. ALL HOT WATER PRESSURE AND TEMPERATURE RELIEF PIPING SHALL BE COPPER PIPING (ASTM B-302).
11. ALL HOT WATER PRESSURE AND TEMPERATURE RELIEF PIPING SHALL BE COPPER PIPING (ASTM B-302).
12. ALL SHOWERING PIPES 2" OR SMALLER TO BE SLOPED 1/4" PER FOOT.
13. ALL SHOWERING PIPES 3" OR BIGGER TO BE SLOPED 1/8" PER FOOT.
14. ALL SHOWERING PIPES SHALL BE INSTALLED IN ACCORDANCE WITH THE LOCAL CODES AND STANDARDS.
15. ALL SHOWERING PIPES SHALL BE INSTALLED IN ACCORDANCE WITH THE LOCAL CODES AND STANDARDS.
16. ALL SHOWERING PIPES SHALL BE INSTALLED IN ACCORDANCE WITH THE LOCAL CODES AND STANDARDS.
17. ALL SHOWERING PIPES SHALL BE INSTALLED IN ACCORDANCE WITH THE LOCAL CODES AND STANDARDS.