Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, September 26, 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 Poulopoulos

Linda Connors, Town Manager
Susan Trevarthen, Town Attorney
Katrina Adler, Town Clerk

Regular Town Commission

Tuesday, September 26, 2023, 6:30 PM
Jarvis Hall 4505 N. Ocean Drive

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1. CALL TO ORDER, MAYOR CHRIS VINCENT

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION Mayor Vincent

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

5. PRESENTATIONS

5.a. Recognition by FCCMA for Lauderdale-By-The-Sea's council-manager form of government for 35 years.

6. PUBLIC COMMENTS

7. PUBLIC SAFETY DISCUSSION

7.a. BSO August 2023 Public Safety Report

8. TOWN MANAGER REPORT

8.a. Town Manager Report

9. TOWN ATTORNEY REPORT

10. APPROVAL OF MINUTES

11. CONSENT AGENDA

11.a. Hardship Parking Permit Applications

11.b. Reso 2023-57: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR THE SOUTH SILVER SHORES TRAFFIC CALMING STUDY ; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.c. Lauderdale-By-The-Sea Garden Club request for Jarvis Hall Use and Parking Permits in Fiscal Year 24

11.d. Lauderdale-By-The-Sea Woman's Club request for Jarvis Hall Use and Parking Permit Request for FY24

12. OLD BUSINESS

13. NEW BUSINESS

13.a. Resolution 2023-59: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING POLICIES AND PROCEDURES FOR NAMING OF TOWN-OWNED PROPERTIES AND

FACILITIES; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

13.b. Application for Relief of Code Compliance Liens at 230 Pine Avenue, Lauderdale-By-The-Sea, FL 33062

13.c. 2024 Friday Night Music Series

14. COMMISSIONER COMMENTS

15. ORDINANCES 1st Reading

16. ORDINANCES 2nd Reading

16.a. ORDINANCE 2023-03: ORDINANCE OF THE TOWN OF LAUDERDALE-BY- THE-SEA, AMENDING CHAPTER 6, “BUILDINGS AND BUILDING REGULATIONS,” ARTICLE I “IN GENERAL” OF THE CODE OF ORDINANCES TO UPDATE REGULATIONS REGARDING CONSTRUCTION FENCING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

16.b. ORDINANCE 2023-04: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14.3 "PARKS AND RECREATIONAL FACILITIES; OF THE TOWN CODE OF ORDINANCES TO DEFINE AND REGULATE DESIGNATED CHILDREN'S PLAY AREAS AND TO OTHERWISE UPDATE AND CLARIFY CHAPTER 14.3; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND FOR AN EFFECTIVE DATE.

17. RESOLUTIONS – PUBLIC COMMENTS

17.a. Resolution 2023-58 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2022/2023 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2022/2023 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

18. QUASI JUDICIAL PUBLIC HEARINGS

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.all static

Agenda Item No: 5.a.

Town Commission Agenda Item Report

Meeting Date: September 26, 2023
Submitted By: Katrina Adler, Town Clerk
Submitting Department: Administration
Item Type: Presentation
Agenda Section: PRESENTATIONS

Subject Title: Recognition by FCCMA for Lauderdale-By-The-Sea's council-manager form of government for 35 years.

Explanation: Sue Spurlock, representing FCCMA, will give a presentation recognizing Lauderdale-By-The-Sea for 35 years of a council-manager form of government.

Recommendation: N/A

Exhibits: None

Agenda Item No: 7.a.

Town Commission Agenda Item Report

Meeting Date: September 26, 2023
Submitted By: Thomas Palmer, Captain, Broward County Sheriff's Office
Submitting Department: Administration
Item Type: Public Safety Discussion
Agenda Section: PUBLIC SAFETY DISCUSSION

Subject Title: BSO August 2023 Public Safety Report

Explanation: BSO August 2023 report prepared by Captain Thomas Palmer.

Recommendation: Accept/Approve

Exhibits:
1. BSO Report August 2023

Date: September 5, 2023

To: Linda Connors
Town Manager

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

Subject: BSO Public Safety Report- August 2023

PERSONNEL CHANGES:

Deputy James Goodwin retired after a 38-year law enforcement career (25 years with DEA and 13 years with BSO).

Deputy Christopher Krickovich was transferred to the Lauderdale by the Sea District from Operations Administration.

Sergeant Brian Walker was transferred from the Lauderdale by the Sea District to the Central Broward/Lauderdale Lakes District.

Sergeant Saied Jadallah was transferred to the Lauderdale by the Sea District from the Central Broward/Lauderdale Lakes District.

EMPLOYEE OF THE MONTH: Detective Benya "Ben" Koos

On 4/12/23, a suspect entered Big Cat Bikes and purchased 5 Electric Bikes with two different Visa credit cards. They were loaded into a gray Chevy Suburban and allegedly driven to Tampa. On 4/13/23, the manager received a phone call from the suspect who purchased another bike using a different Visa card which was shipped to an address also in Tampa. The suspect presented a Florida Driver's License, with the name of Lamar Johnson, which matched the name on the credit cards. Johnson's address was listed in Tampa, as was the shipping address for the ordered bike. On 4/27/23, the manager was notified by his merchant and TD Bank that the charges were fraudulent. The total loss was $11,400.00 for 6 bikes.

The following day, Det. Koos was assigned this case for investigation and tracked the license number of the vehicle captured on the town's Automated License Plate Reader (ALPR) which revealed a gray Chevrolet Suburban fitting the description of the suspect's vehicle at the approximate time of the fraud which was registered to SIXT Car Rental. Koos learned the vehicle was rented by a black female, identified as Ruby Golden, with a Tampa address. The victim advised the vehicle used to transport the bikes had also been occupied by a black female passenger. Det. Koos then subpoenaed records for the three different credit cards fraudulently used during the transactions. He also obtained account holder records for the number from which

the fraudulent phone transaction was conducted. The phone was owned by a black male identified as Milton Griffin, with a Tampa address.

Det. Koos then contacted the Tampa Police Department, who were unable to locate anyone at the addresses provided but did have information on "Frank Griffin". The Big Cat Bike manager was later able to positively identify Frank Milton Griffin from a photo line-up. Detective Koos then learned that Tampa PD detectives were working a similar case in which "Lamar Johnson" fraudulently purchased four motorcycles and had them delivered to the same Tampa address used to receive the Big Cat electric bike. Due to the coordination between Det. Koos and Tampa PD, their detectives were able to arrest three suspects from a Facebook Marketplace sale in which one of the motorcycles were recovered; however, "Frank Griffin" was not among those arrested. Det. Koos continued his extensive investigation and obtained statements and information from the holders of the credit accounts which were fraudulently used. Upon establishing sufficient probable cause, he filed the case with the Broward State Attorney's Office and requested a warrant for Griffin's arrest.

After obtaining an arrest warrant, Det. Koos continued to follow up on the case, and coordinated with Tampa PD, who also now had obtained warrants for Griffin. On 8/24/23, the Florida Highway Patrol Criminal Interdiction Unit (CIU) conducted a traffic stop on a white Ford pickup truck in Sumter County. It was determined the vehicle was a "missing" overdue rental but had not yet been entered as stolen. The driver was Frank Milton Griffin, who had active arrest warrants from LBTS, Tampa PD, and agencies in Georgia. Griffin's passenger was Ja'Kethia Lamita Paramore, also from Tampa.

A K-9 search of the vehicle located 1.5 grams of methamphetamine, 13.1 grams of marijuana, and a loaded firearm. Paramore's purse contained numerous counterfeit credit cards and stolen identification of other victims. The bed of the truck contained a brand-new welder and generator, which had just been fraudulently purchased in Bradford County with a stolen credit card. The recovered value was $9,700.

A review of Griffin's prior history revealed more than fifteen prior arrests/convictions for Aggravated Assault w/ Deadly Weapon, Trespassing, Burglary Structure, Grand Theft, Burglary Dwelling (2x), Trafficking in Stolen Property, Armed Burglary (3x), Petit Theft (5x), and Aggravated Battery on a Pregnant Victim. He was released from Florida State Prison in June 2018, after serving a 3-1/2 year sentence for Armed Burglary. His lengthy criminal career has resulted in numerous crimes in Georgia and in several Florida jurisdictions from Ft Lauderdale to Tallahassee.

Due in large part to Det. Koos' thoroughness, tenacity, and exemplary investigative skills, not one but two prolific criminals have been removed from the community, thousands of dollars in property have been recovered, and narcotics and a firearm have been secured. Due to his exemplary actions, Detective Benya "Ben" Koos has been awarded Deputy of the Month honors for August 2023.

Broward Sheriff Office Grand Cordon Award:

Annually, the Broward Sheriff's Office hosts a large awards ceremony to recognize exemplary actions by employees of the agency. One of the most significant awards is the Grand Cordon Award, that recognizes the collective exceptional achievements of a unit. This year, Lieutenant Wesolowski nominated the Lauderdale by the Sea Alpha-Green Shift (midnight) due to their significant achievements listed below:

The Alpha Green Shift provided exemplary law enforcement services to the residents, businesses, and visitors of the Town of Lauderdale by the Sea. While responding to and investigating an array of calls for service, as well as conducting self-initiated enforcement, the Alpha Green Shift deputies were able to apprehend violent offenders as well as habitual traffic violators during this time frame. Deputies also performed lifesaving first aid, located and reunited missing persons with family members, and recovered both lost and stolen property.

On November 8, 2022, Alpha Green Shift deputies responded to an active alarm call at Benihana's. Deputies were made aware that the alarm company was receiving a live video feed from within the closed restaurant, which revealed a suspect walking in the bar area and checking the register. Responding deputies quickly surrounded the business without being detected, and immediately took the suspect into custody without incident as he exited the restaurant through a side exit door. The suspect was found to have a prior arrest history for Burglary and provided a full confession.

On November 23, 2022, Alpha Green deputies responded to an apartment complex regarding a call from a terrified resident advising that an unknown male was attempting to break into his residence by smashing on the sliding glass door from his second-floor balcony. Alpha Green deputies made a tactical approach to the apartment and were able to take the suspect into custody before he was able to successfully break the sliding glass door and enter the occupied residence. The suspect was found to be armed with a knife at the time of his apprehension. The resident was extremely grateful for the quick and successful apprehension of the armed intruder.

On December 7, 2022, the Town of Lauderdale by the Sea hosted their annual Christmas by the Sea event in the downtown square. This event draws several thousand adults and children, and a large force of deputies, CSA's and COP's is required to provide safety and security for the attendees and vendors. One of the greatest fears when planning for this event is the possibility of having to locate a lost or missing child in such a large crowd while still providing security for the event.

During this year's event, a gentlemen approached a deputy to advise that his elderly wife who suffers from dementia was missing. To separate the responsibilities of the supervisors and deputies assigned to the event from the Alpha Green Shift supervisor and deputies who were working that evening, Sergeant Ramirez was designated as the Incident Commander for the missing elderly woman. Sergeant Ramirez ensured his Alpha Green Shift deputies conducted a systematic search of the areas surrounding the event space while those personnel assigned to the event continued to conduct their assignments while also searching the event space. A B.O.L.O. was issued, Aviation and Missing Persons were requested and responded, area hospitals were checked, and photos of the missing woman were distributed to all personnel. Hours later, an alert Alpha Green Shift deputy observed on his computer screen that the Fort Lauderdale Police Department was responding to a call of a confused elderly woman found to be walking in the area of Sunrise Boulevard and A1A, several miles south of the Christmas by the Sea event from where the missing woman was last seen. The alert deputy contacted the

complainant of the Fort Lauderdale call and was able to immediately identify the missing woman. The deputy responded to the Fort Lauderdale location and reunited the missing woman with her grateful husband.

On December 13, 2022, Alpha Green Shift deputies responded to another call of a missing person suffering from dementia. Even though there was a substantial time delay, Alpha Green Shift deputies began an exhaustive search. Alpha Green Shift deputies were able to learn that the missing person had utilized his credit card at a Fort Lauderdale bar and immediately responded to that location. Deputies learned that the same individual had paid cash to an Uber driver to drive him from the bar to an unknown location. Deputies checked local hospitals, hotels and a Fort Lauderdale home with negative results and Missing Persons was notified. Additional credit card information was obtained indicating the missing person's credit card was utilized to rent a room at a hotel located in Fort Lauderdale. Shortly afterwards, the missing person was reunited with his relieved girlfriend.

In addition to the above-mentioned incidents, Alpha Green Shift deputies demonstrated their exceptional law enforcement efforts in other ways during the same six-month period. At least two lives were saved on two occasions, where Alpha Green Shift deputies quickly administered NARCAN to patients found to have overdosed on illegal narcotics. Traffic enforcement efforts resulted in numerous arrests of persons suspected of driving under the influence with multiple convictions, persons driving while having multiple license suspensions, and persons driving with outstanding warrants. Other arrests were made when Alpha Green Shift deputies contacted wanted persons while conducting nightly patrols of the beach utilizing the district's all-terrain vehicles or utilized the district's License Plate Reader system to identify wanted individuals.

The men and women of the Broward Sheriff's Office who provide law enforcement services to the residents, businesses and visitors to the Town of Lauderdale by the Sea strive to provide that feeling of a "hometown" police department. The members of the Alpha Green Shift have taken on that mission and produced quantifiable results that have brought praise from these stakeholders as well as town officials and the district command. It is with great pride that the Lauderdale by the Sea District Alpha Green Shift was nominated and AWARDED the Broward Sheriff's Office Grand Cordon Award. (Members of the Alpha Green Shift: Sergeant James Ramirez (not pictured), Deputy Alin Pitulan, Deputy Rene Suarez, Deputy Pedro Almodovar-Fernandez, Deputy Adam Yate (not pictured), Deputy Matthew Garner, and Deputy Jorge Ogando).

SHERIFF'S OFFICE
BROWARD COUNTY
Sheriff Gregory Tony

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.

- **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 2 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 264 miles and 30 hours this month.

- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Three (3) individuals experiencing homelessness were contacted during this period. Two (2) of the individuals were trespass warned from commercial establishments. All three (3) refused free 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.

There were no special events in the month of August 2023.

NOTABLE INCIDENTS / ARRESTS:

CASE: 13-2308-000048
DATE/TIME: 08/02/2023 1800 hrs.
LOCATION: 1429 S Ocean Blvd
SUSPECT: Unknown
INCIDENT: Burglary Residence
SUMMARY: Deputies responded to a delayed residential burglary. The victim reported a missing passport and a collection of wrist watches (26) in a presentation case from the bedroom of his apartment. There is currently construction renovation being conducted. The victim has not been residing in the apartment during this time but comes to inspect progress and pay bills at his business. There is no evidence of forced entry. Investigation is ongoing.

CASE: 13-2308-00080
DATE/TIME: 08/04/23 @ 1606 hrs
LOCATION: 100 block of Commercial Blvd
SUSPECT: Christian Sierra W/M 04/09/1981
VICTIM: Juvenile
INCIDENT: Lewd or Lascivious Molestation
SUMMARY: The victim's mother reported her juvenile child had just been 'groped' by a W/M suspect. Deputies immediately responded to the scene and upon their arrival the victim and an independent witness pointed to the suspect, Christian Sierra, who was standing at a nearby bar. Investigation determined Sierra followed closely behind the juvenile and his sister and friends. The suspect firmly grasped the victim's buttock, atop his clothing, and pulled the victim backwards toward him. The victim pulled away and deputies were called. The incident was captured on video surveillance. The suspect was arrested and transported to the BSO Main Jail.

CASE: 13-2308-000106
DATE/TIME: 08/06/2023 @ 0030 hrs
LOCATION: 1 Commercial Blvd, LBS
SUBJECT: Didley Philippe B/M 11/05/1985
INCIDENT: Disorderly intoxication, resisting arrest without violence, active warrants
SUMMARY: While responding to a call at Aruba Beach Café a good Samaritan approached Deputy Alvarez-Jacinto and expressed his concern regarding an elderly male sitting at the bar with a younger male and female. The reporter, who provided his personal information, appeared to be concerned for the wellbeing of the older gentleman. The reported believed that the elderly man was in the process of becoming a victim of theft/fraud. When deputies approached to make contact with the alleged victim, defendant Philippe became aggressive and pushed Deputy Alvarez-Jacinto. Upon arrest it was learned that the suspect was in possession of the elderly man's cellular phone. The suspect was arrested and transported to the BSO Main Jail.

CASE: 13-2308-000174
DATE/TIME: 8/8/23 @ 1505hrs
LOCATION: 4319 N. Ocean, Walgreen's
SUSPECT: Roderick Thomas B/M 9/2/75
INCIDENT: Retail Theft
SUMMARY: Suspect walked into the Walgreen's, placed 2 cases of Michelob beer in a shopping cart, and left the store without paying. Total loss $38.50. After the call, Deputy Krickovich observed a subject matching the description of the suspect concealing himself at the edge of a construction site still in possession of the stolen beer. The subject has an extensive criminal history and had three prior convictions of theft; therefore the suspect was arrested and charged with felony theft.

CASE: 13-2308-000214
DATE/TIME: 08/10/2023 1414 hrs
LOCATION: 1 Commercial (On Beach)
SUSPECT: Unknown
INCIDENT: Theft (Delayed)
SUMMARY: After a one day time delay, the victim reported a theft from the beach adjacent to Aruba Beach Cafe. The victim was on the beach behind Aruba's and left his bag unattended while he went swimming. Bag contained 2 towels, Mastercard, wallet, $20 cash, and his driver's license. Approximate loss of $95. Investigation is ongoing

CASE: 13-2308-000374
DATE/TIME: 08/17/2023 @1000 hrs
LOCATION: 2000 South Ocean Blvd
INCIDENT: Burglary Residence
SUMMARY: On 8/17/23, at approx. 0440 hours, suspect entered the victim's residence via the unlocked sliding glass door on the balcony and stole a black purse. The building is currently undergoing renovations. The suspect(s) were captured on video surveillance video in the parking lot. Investigation is ongoing.

CASE: 13-2308-000394
DATE/TIME: May-August unknown time
LOCATION: 1900 Ocean Walk Lane
SUSPECT: Unknown
VEHICLE: N/A
INCIDENT: Burglary Residence (delayed)
SUMMARY: The victim reported returning to her residence on 8/16/23, after an approximate 3 - month vacation. On today's date she observed the jewelry box she had hidden inside a purse in her closet had been removed and opened. Her costume jewelry remained, but 4 gold rings, 20 pair of earrings, and the key to a safety deposit box were missing. Total value of the loss was estimated at $6K. Upon return to the residence, DeMartini discovered the front door unlocked; however, there was no evidence of forced entry. The only keyholder who had access to the residence during her absence was her housekeeper, who cleaned the apartment on 3 separate occasions, but had a gate code and key access at all times. Investigation is ongoing.

CASE: 13-2308-000452
DATE/TIME: 08/21/2023 @0050hrs
LOCATION: 4307 Seagrape Dr.
SUSPECT: Latifa Peltier (B/F 8/24/93)
INCIDENT: Grand Theft- (Signed Prosecution Waiver)
SUMMARY: Deputies were dispatched to the residence in reference to a theft of an Iphone and $2200 cash. The victim tried to retrieve his property but the suspect left in an Uber. At first, the victim wished to pursue charges against the suspect (his on and off again girlfriend), but eventually the ex-girlfriend returned his property and therefore the victim no longer wished to prosecute the suspect.

CASE: 13-2308-000598
DATE/TIME: 08/26/23 @ 2359 hrs
LOCATION: 4424 El Mar Drive
INCIDENT: Traffic Crash/ DUI investigation
SUSPECT: Samuel J Campanelli WM 05/04/91
SUMMARY: Deputies responded to the area of 4424 El Mar Drive, in reference to a single vehicle crash. Further investigation revealed that the sole vehicle involved, was traveling northbound on El Mar Drive at a high rate of speed. The driver lost control of the vehicle and collided with two trees in the median causing extensive damage to the vehicle. The driver displayed signs of impairment therefore the DUI taskforce was contacted. Deputy Faccini responded and subsequently arrested the suspect for DUI. The suspect was later transported to the hospital for medical clearance and later transported to the BSO Main Jail without incident.

CASE: 13-2308-000681
DATE/TIME: 08/30 – 08/31/2023 (occurred overnight)
LOCATION: 244 Garden Ct
SUSPECT: John Thomas BM 08/24/81
INCIDENT: Burglary Residence-ARREST
SUMMARY: During the overnight hours from 8/30-8/31, unknown subject, later identified as a B/M (via neighbor's surveillance video), entering the victim's open garage and removing 5 bicycles. The town's camera system also captured the suspect travelling southbound on A1A with the stolen bicycles after the theft. Total loss value estimated at $3,300.00.

On 9/01/23, Det Koos obtained further video of the suspect with the bikes and a possible location around McDonalds. He later located the subject, who was wearing some of the matching clothing and looked identical to the video. He was placed into custody and transported to BSO District Substation to be interviewed. The suspect provided a video recorded, post-Miranda confession that he entered the garage and stole the bikes. The suspect was charged with five (5) counts of Burglary of Occupied Dwelling.

MONTHLY ARREST LOGS:

M	Burglary-With Assault or Battery	4300	N Ocean Dr
F	Disorderly Intoxication	4319	N Ocean Dr
M	Disorderly Intoxication	1	Commercial Blvd
M	Grand Theft- >$5k -Less Than $10k	221	Commercial Blvd
M	Petit Theft-Third or Subsequent Offense	4319	N Ocean Dr
M	Lewd or Lascivious Behavior Victim 12-16 YOA	106	Commercial Blvd
F	Battery Domestic Violence	1700	S Ocean Blvd
F	Battery Domestic Violence	1950	S Ocean Blvd

CRIME STATISTICS:

CRIME	CURRENT MONTH	PRIOR MONTH	2022 YTD	2023 YTD
AUTO THEFT	0	1	5	11
BURGLARY-BUSINESS	0	0	0	1
BURGLARY-CONVEYANCE	0	3	9	13
BURGLARY-RESIDENCE	4	0	4	5
BURGLARY-STRUCTURE	0	0	0	1
FORCIBLE SEX	0	0	0	0
ARSON	0	0	0	0
ASSAULT-AGGRAVATED	0	1	1	5
HOMICIDE	0	0	0	0
ROBBERY	0	0	1	0
THEFT-GRAND	2	1	16	20
THEFT-PETIT	1	1	33	25
TOTALS	**7**	**7**	**71**	**81**

CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:

COP Activity	Total
Number of Volunteers	29
COP Hours Worked - Month	27
COP Patrol Miles - Month	101
COP Hours Worked - YTD	951
COP Patrol Miles - YTD	1685

COP Bike Patrol Hours - Month	0
COP Bike Patrol Hours - YTD	40

COP Beach Patrol Hours – Month	3
COP Beach Patrol Hours - YTD	130

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	3	41
Reserve Deputy - Hours Worked	27	334

MONTHLY STAFFING AND STATISTICAL REPORT:
The August 2023 Monthly Staffing and Statistical Report is attached.

Lauderdale by the Sea
Monthly Activity
August 2023

Reports/Calls	
Miscellaneous Service	
Event Reports	30
Accidents	8
Calls for Service	695

Traffic	
Types of Citation	
Non-Moving / Moving Citation	184
Parking	0
Warnings	110
Total Citations	**294**

Arrests	
Type of Arrest	
Felony	4
Misdemeanor	2
NTA	0
Warrant	0
DUI (Misdemeanor)	0
NIC (Felony)	0
NIC (Misdemeanor)	0
DV (Felony)	0
DV (Misd.)	2
Total Arrests	**8**

Time Worked	
Hours Worked	
Bike Patrol	2
Court Overtime	9
Training	65
Detached	0
Other Overtime	88.5
Days Worked	31

General	
FI	7
Truant	0
Truant Debriefed	0
Elder Link	0

Narrative

ATV/UTV: 264 Miles / 30 Hours
Reserve Deputies worked 3 shifts (27 hrs)

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

CURRENT STAFFING ALLOCATIONS

Position	Budgeted Positions	Actual Positions	Vacant Positions
District Chief	1	1	
Executive Lieutenant	1	1	
Sergeant	4	4	
Deputy Sheriff	19	18	1
Community Service Aide	1	1	
Administrative Specialist	1	1	
Clerical Specialist (P/T)	1	1	
TOTAL	**28**	**27**	

PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

Name	CCN	Status	Circumstances
Deputy Michael Kratz	11289	Sick Leave	Illness
Deputy Christopher Krickovich	16827	Assigned to District 13	Transferred in from District 22
Deputy James Goodwin	4481	Retired	Retired after 37 years of service
Sergeant Brian Walker	11430	Assigned to District 5	Transferred out from District 13
Sergeant Saied Jadallah	13183	Assigned to District 13	Transferred out from District 5

DETACHED PERSONNEL / LOCATION

Name	CCN	Detached to	Reason	Hours
			TOTAL	0

Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: September 26, 2023
Submitted By: Linda Connors, Town Manager
Submitting Department: Administration
Item Type: Town Manager Report
Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: The Town Manager's Report for September 26th follows.

1. Sea Shorts Request
The Community Center is once again hosting Sea Shorts - a series of nine original 10 minute plays by Florida playwrights. The event will be held October 13, 14, 15, 20, 21 and 22. In preparation for the event, the theater volunteers are asking for the following:

1. Provide free parking for the theater group during rehearsals and performances
2. Block off parking in the Town Hall parking lot for patrons of the show on performance days

These requests are consistent with previous actions taken by the Commission.

Commission Action Requested: Approve the parking requests for the Sea Shorts program.

2. Sidewalk Cafe Fees
September is when we generally collect fees for sidewalk cafes. Restaurants are given the option to pay the full amount annually or they can opt to pay quarterly. Construction on the downtown enhancement project is progressing nicely, but our restaurants east of Ocean Drive are impacted by the project. Staff is suggesting that the Commission waive the fees for the restaurants in this area for the first quarter of FY24. Payment for the new sidewalk cafe areas would then be collected in January.

Commission Action Requested: Determine if a waiver of 1st Quarter Sidewalk Cafe fees for restaurants east of Ocean Drive is warranted.

3. Coffee With A Cop
Broward Sheriff's Office is participating in the National Coffee with a Cop day. On October 4th from 8 a.m. to 10 a.m., join the LBTS deputies at Village Grille (4404 El Mar Drive) for a cup of coffee and to learn more about BSO.

4. Public Notice Advertising
On October 1, 2023, the Town will discontinue printed advertisements for public meetings and will begin utilizing Broward County's designated publicly accessible website to publish legally required advertisements and public notices. The link is listed on our website under the Town Clerk's Office page: https://www.lauderdalebythesea-fl.gov/182/Town-Clerks-Office. There is also a direct link to the LBTS page on the County website: https://browardcountylegalnotices.com/158/Lauderdale-by-the-Sea.

Placing public advertising on our website instead of in the newspaper will not only be a more convenient way for residents to access public hearing notices, it will also save between $40-$800 per advertisement with an estimated annual savings of approximately $12,000.

5. Senator Pizzo Meeting
On September 15, 2023, Senator Pizzo held a meeting for all of the communities he represents to discuss our area's resiliency and emergency operations. Present at this meeting was the Senate Majority Leader Ben Albritton as well as Kevin Gutherie, Director of Florida's Department of Emergency Management. Discussions were held on disaster preparation, mitigation, and recovery. Some valuable information was gained during this meeting and the Town has already taken action on several fronts. We thank Senator Pizzo and his staff for their continued support of the Town as well as being present in our community. We would also like to thank Majority Leader Albritton and Director Gutherie for making themselves available for this event.

6. "F-ROC" Florida Recovery Obligation Calculation
F-ROC is a new initiative, sponsored by the Florida Division of Emergency Management (FDEM), that standardizes, streamlines, and simplifies the Public Assistance process. This will result in a quicker recovery and reduced risk for applicants. The Town has signed up to participate in this program, which automatically allows us to access 20% of Category A & B funding upfront after a disaster. Completing additional steps such as completing the Disaster Readiness Assessment (DRA) and applicable abatement activities, completing the Post Disaster Questionnaire (PDQ) after an event and utilizing the Division's standardized F-ROC form could potentially lead to up to 80% of funding upfront post disaster. Staff is working to complete additional steps and will work with our partners at the City of Pompano Beach Emergency Management Division to ensure we maximize our funding potential.

7. Statewide Mutual Aid Agreement
Staff is investigating if the Town is a signatory of this agreement. If we currently are not, this item will be brought forward for Commission consideration as this would allow us to access aid from other agencies statewide should an event occur and we require assistance outside of the immediate area and or out of the scope of the County or DOT. Town staff continues to put emphasis on pre-planning and preparedness should we ever be unfortunate enough to suffer a disaster.

8. Downtown Update
The heavy concrete work for planters and curbs is 90% completed on the south block between Ocean and El Mar Drive and 50% completed on the northern block. Pavers on the southeast block (Mulligan's) will begin the week of the 24th and replacing trees at Dune Plaza will start

shortly thereafter. In November, we expect the installation of the signage. The project is on-time and we are working with the Contractor to move as quickly as possible.

9. Upcoming Meetings

Town Commission Meeting	October 17 (note change from regular schedule)	6:30 PM
Town Commission Meeting	October 24	6:30 PM
Special Magistrate Meeting	October 28	5:00 PM

Recommendation: N//A

Exhibits: None

Agenda Item No: 11.a.

Town Commission Agenda Item Report

Meeting Date: September 26, 2023
Submitted By: Leroy Chasmer, Public Works Supervisor
Submitting Department: Public Works
Item Type: Action Item
Agenda Section: CONSENT AGENDA

Subject Title: Hardship Parking Permit Applications

Explanation: Section 19-26(c) of the Town's Code of Ordinances addresses hardship parking permits for the customers of hotels, motels, apartments and other businesses. A hardship parking permit allows the permit holder to park in an open metered space within a designated area. There are no spaces reserved for hardship parking permits and hardship parking permits cannot be used to park in a space reserved for those with a Residential Parking Permit.

The code provides that the Town Commission shall consider "all applications for non-exclusive hardship permits for the use by and may approve or deny applications for hardship permits for meters within specific geographic locations." The cost of a hardship parking permit is $324 annually (plus $22.68 tax) per space. Although staff is not proposing an increase at this time, we are researching pricing in other communities to propose future increases if warranted. The hardship parking permit cost was last increased in FY18.

Past practice had been to grant hardship parking spaces so that all units in a building either had a parking space or a hardship permit. However, there are four hotels that are requesting more parking spaces than their number of hotel units. We believe these are being requested to provide staff parking. If so, it is more appropriate for these businesses to apply for employee parking permits.

The request and staff recommendation are outlined in the table below.

Business Name	Address	Assigned Space #s (A & B)	Street	FY23 Approved	FY24 Requested	# of Units	# of Parking Spaces	Recommended
Windjammer Resort	4244 El Mar Dr	72-83	Datura	5	5	33	28	5
Ocean Terrace	4565 El Mar Dr	284-289 or El Prado Lot	Washingtonia	3	3	5	2	3
Sea Cliff Apts	4201 El Mar Dr	90-98	Hibiscus	1	1	12	11	1
Parkhill Apts	4144 El Mar Dr	90-98	Hibiscus	5	6	12	6	6
Sea Spray Inn	4245 El Mar Dr	72-83	Datura	2	2	6	6	0
Sea Spray Pool	4301 El Mar Dr	72-83	Datura	4	4	12	9	3
Coral Key Inn	4601 El Mar Dr	284-289 or El Prado Lot	Washingtonia	3	2	13	7	2
Beachside Village Resort	4564 N Ocean Dr	284-289 or El Prado Lot	Washingtonia	3	3	31	31	0
Ocean Terrace Beachside Condo	4564 El Mar Dr	284-289 or El Prado Lot	Washingtonia	2	2	8	6	2
Tides Inn	4628 El Mar Dr	284-289 or El Prado Lot	Washingtonia	3	5	12	10	2
Blue Strawberry	4208 N Ocean Dr	90-98	Hibiscus	0	4	36	20	4

Recommendation: Staff recommends that the Town Commission approve twenty-eight (28) Hardship Permit Applications for FY 24. If approved, staff recommends employee parking permits for the properties that are not being granted their total request.

Exhibits: None

Agenda Item No: 11.b.

Town Commission Agenda Item Report

Meeting Date: September 26, 2023
Submitted By: Ken Rubach, Deputy Town Manager/Public Works Director
Submitting Department: Administration
Item Type: Resolution
Agenda Section: CONSENT AGENDA

Subject Title: Reso 2023-57: A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR THE SOUTH SILVER SHORES TRAFFIC CALMING STUDY ; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Explanation: At the September 13th, 2023 Commission Meeting authorization was given to bring back the proposal for a traffic study of the South Silver Shores Neighborhood for approval. Below is the scope of work encompassing all the tasks associated with the traffic calming study.

Task 1: Project Management/Coordination. This task is general project management and administration. It includes a project kick-off meeting, a field meeting with Town staff to review the site (this meeting can be held in conjunction with the kick-off meeting if the Town desires.

Task 2: Data Collection and Analysis
Baxter & Woodman will contract with Traffic Survey Specialists, Inc. to collect data at ten (10) locations throughout the neighborhood. There will be three (3) locations along both East and West Tradewinds. Avenues and one (1) location on Basin Drive, Miramar Avenue, Capri Avenue, and South Tradewinds
Avenue between East and West Tradewinds Avenues. We will collect 24-hour two-way traffic volumes with speed data for seven (7) consecutive days covering a one-week period. We will calculate the average 24- hour, peak morning hour, and evening peak hour expected traffic volumes for the neighborhood using Institute of Transportation Engineers (ITE) trip generation data for comparison to the actual data collected. Due to its mixed land uses, Basin Drive will be examined separately from the remainder of the neighborhood. This data and analysis will help the Town understand the extent of any cut-through traffic or speeding in the neighborhood.

Task 3: Technical Memorandum
Using the data and analysis performed in Task 2, Baxter & Woodman will consider appropriate traffic calming and traffic control devices that can be used to mitigate issues. In addition to the

automated gate system requested by the community, devices to be considered may include traffic control signing, vertical deflections such as speed humps, speed cushions or raised intersections, partial street closures, chicanes, diverters, chokers or other traffic calming devices. Additionally, we will also look at the impact of removing parking from Basin Drive within the public right-of-way. Advantages and disadvantages of devices will be discussed in the technical memorandum and a preliminary cost estimate provided for the recommendations. A Draft Technical Memorandum will be presented to the Town for review and comment. A Final Technical Memorandum will be prepared addressing any comments received.

Task 4: Conceptual Plan
Conceptual plan documents will be prepared with locations and types of devices will be provided. Standard details for devices recommended will be provided. It is not intended that these conceptual plans be used as final plans for construction. A preliminary construction cost estimate will be provided with the preliminary documents. It is anticipated that a preliminary submittal of the conceptual plans will be made and reviewed by Town staff. Baxter & Woodman will respond to comments and provide the final documents.

The cost for the work is estimated at $30,951.87 **(Exhibit 1).**

Recommendation: Approve Resolution 2023-57 approving the Work Authorization with Baxter & Woodman for the Project at an amount not to exceed $30,951.87, consistent with the Continuing Services Contract, and authorizing the Town Manager to execute the Work Authorization.

Exhibits:
1. B&W South Silver Shores Proposal
2. Resolution 2023-57 Work Authorization for South Silver Shores Traffic Calming Study - Baxter & Woodman

BAXTER & WOODMAN
Consulting Engineers
1601 Forum Place, Suite 400, West Palm Beach, FL 33401 • baxterwoodman.com

July 21, 2023

Mr. Ken Rubach
Deputy Town Manager
Lauderdale-By-The-Sea
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308

Subject: ***South Silver Shores Traffic Calming Study***

Dear Mr. Rubach,

Baxter & Woodman is pleased to present the following Task Order Scope of Work and Fee Proposal to the Town of Lauderdale-By-The-Sea. Jeffrey Weatherford, P.E., PTOE will serve as the project manager/Principal Traffic Engineer for this assignment. The detailed cost proposal is attached as Exhibit A.

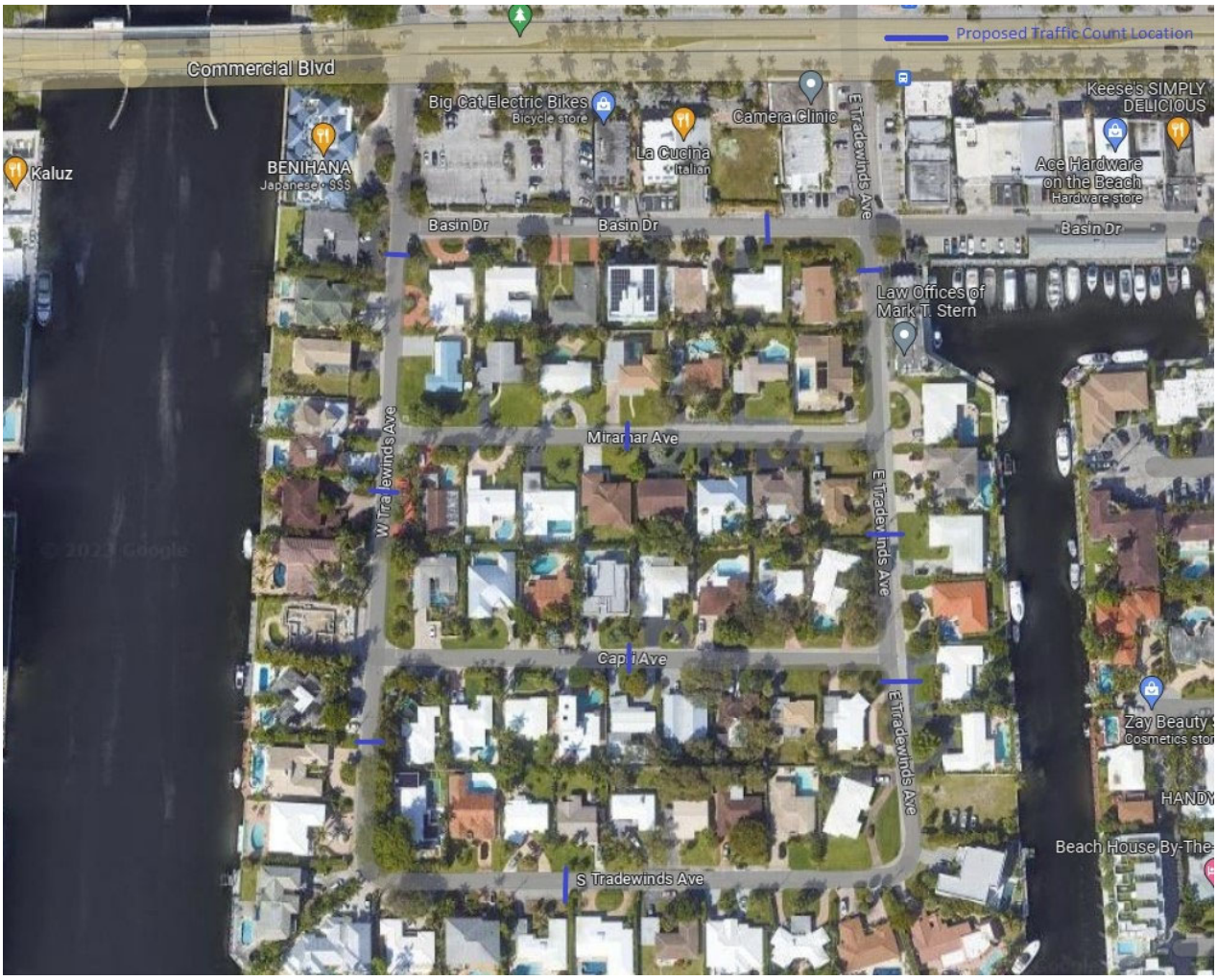
The community of South Silver Shores is concerned with a perceived increase in cut through traffic and speeding in the neighborhood and has asked the Town for assistance in mitigating the issues. Specifically, they have asked for automatic gates with cameras at the entrance of the community and removal of on-street parking along Basin Drive. The community has expressed that they feel the valet operations at the Benihana Restaurant are poorly run and exacerbate the situation. The community has additional concerns related to crime and drainage that are not covered in this proposal.

The neighborhood consists of six streets (W. Tradewinds Avenue south of Basin Drive, E. Tradewinds Avenue South of Basin Drive, Basin Drive, Miramar Avenue, Capri Avenue, and S. Tradewinds Avenue) with a combined length under one mile. Except for Basin Drive between West and East Tradewinds Avenue, the land use is single family residential. Basin Drive is mixed with single family residential on the south side and commercial along the north side of the roadway. All roadways are typically twenty feet in width asphalt streets without curb or shoulders. Portions of the north side of Basin Drive have parking with curb and wide commercial driveways accommodating lateral parking giving the illusion of a wider street.

Baxter & Woodman recommends the collection of traffic and speed count data for a full week along each roadway segment (see figure on the following page). While this may seem excessive, experience shows that neighborhoods continually question the accuracy of data and complain that the data does not consider what is happening on every block or that particular times or days have heavier traffic and were not counted. This data will be analyzed and will be compared to traffic generation rates for similar neighborhoods to determine the extent of any traffic issues.

Baxter & Woodman will provide a technical memorandum providing our traffic analysis findings and the advantages and disadvantages of various treatments. Upon approval of the proposed improvements presented in the technical memorandum, Baxter and Woodman will prepare conceptual plans. The conceptual plan will provide standard details, locations and types of devices recommended. It is not intended that these conceptual plans are full construction documents; however, in many cases, an agency may be able to use the locations and standard details to build devices should they choose to do so. Due

to the uncertainty of the type and scope of the problem and the many possible variations of solutions, it is not recommended that a final project be scoped and cost proposals be prepared at this time. If the Town desires full construction documents, the production of these documents can be negotiated as an additional service or change order.



Proposed Traffic Count Locations

Specific Scope of Work

Task 1: Project Management/Coordination. This task is general project management and administration. It includes a project kick-off meeting, a field meeting with City staff to review the site (this meeting can be held in conjunction with the kick-off meeting if the Town desires.

Task 2: Data Collection and Analysis

Baxter & Woodman will contract with Traffic Survey Specialists, Inc. to collect data at ten (10) locations throughout the neighborhood. There will be three (3) locations along both East and West Tradewinds

Avenues and one (1) location on Basin Drive, Miramar Avenue, Capri Avenue, and South Tradewinds Avenue between East and West Tradewinds Avenues. We will collect 24-hour two-way traffic volumes with speed data for seven (7) consecutive days covering a one-week period. We will calculate average 24-hour, peak morning hour, and evening peak hour expected traffic volumes for the neighborhood using Institute of Transportation Engineers (ITE) trip generation data for comparison to the actual data collected. Due to its mixed land uses, Basin Drive will be examined separately from the remainder of the neighborhood. This data and analysis will help the Town understand the extent of any cut-through traffic or speeding in the neighborhood.

Task 3: Technical Memorandum

Using the data and analysis performed in Task 2, Baxter & Woodman will consider appropriate traffic calming and traffic control devices that can be used to mitigate issues. In addition to the automated gate system requested by the community, devices to be considered may include traffic control signing, vertical deflections such as speed humps, speed cushions or raised intersections, partial street closures, chicanes, diverters, chokers or other traffic calming devices. Additionally, we will also look at the impact of removing parking from Basin Drive within the public right-of-way. Advantages and disadvantages of devices will be discussed in the technical memorandum and a preliminary cost estimate provided for the recommendations. A Draft Technical Memorandum will be presented to the Town for review and comment. A Final Technical Memorandum will be prepared addressing any comments received.

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Exclusions

This scope of work and cost estimate does address the concerns related to crime, drainage or the private valet operational issues described by the community. No permits are anticipated. No work within FDOT right-of-way is anticipated.

Deliverables

Deliverables will include traffic report results, a draft technical memorandum and conceptual plan for review to the Town. After receiving and responding to any comments, a final technical memorandum and conceptual plan will be submitted. Both the technical memorandum and conceptual plan will be provided in an electronic format (pdf).

Project Schedule

Traffic volumes fluctuate based on the time of year. Typically, agencies are advised that traffic data should be collected between Labor Day and Thanksgiving or between late January and Memorial Day to account for what are typically higher volumes during the school year. Due to the proximity of the neighborhood to both the Intracoastal Waterway and the beach, coupled with the limited number of crossings over the

Intracoastal and the potential impact that Commercial Boulevard may be having on cut through traffic, this may not be a concern. However, since the new school year for Broward County schools begins August 21st, we would recommend collecting data in early September. Total project time including data collection will be four (4) weeks from the start date.

Expenses and fees

The fees are separated into tasks related to the preparation of the Technical Memorandum and for the task of preparation of the Conceptual Plans. This allows the Town to review the results of the Technical Memorandum and then determining whether to proceed with preparation of the plan documents.

Lump sum fees for the project are $20,215.82 for the Technical Memorandum plus $10,236.05 for preparation of the Conceptual Plans for a total of **$30,951.87**. A more detailed breakdown of costs can be found in Exhibit A.

Baxter & Woodman is excited to pursue this opportunity with the Town of Lauderdale-By-The-Sea. Please feel free to contact either Jeff Weatherford or myself with any questions or comments.

Sincerely,

Rebecca Travis, P.E.
Executive Vice President

EXHIBIT A

Project: South Silver Shores Traffic Calming
Date: 7/20/2023
Client: Town of Lauderdale-By-The=Sea

Baxter & Woodman Consulting Engineers
Continuing Engineeing Services Activity and Fee Schedule

		Principal (Traffic Engineer)		Senior Engineer III/IV		Senior Engineer I/II		Engineer III/IV		Engineer I/II		CAD/GIS/Survey Tech III/IV		CAD/GIS/Survey Tech I/II				
		Rate	$186.61	Rate	$175.63	Rate	$148.19	Rate	$126.24	Rate	$120.74	Rate	$126.24	Rate	$104.28			
Task Description		**Hrs**	**Cost**	**Hrs**	**Cost**	**Hrs**	**Cost**	**Hrs**	**Cost**	**Hrs**	**Cost**	**Hrs**	**Cost**	**Hrs**	**Cost**	**Total Salary Costs**	**Total Hours**	**Remarks**
Task 1 - Project Management/Coordination																		
1.1	**Project Kick Off Meeting**	1	$186.61	0	$0.00	0	$0.00	0	$0.00	1	$120.74	0	$0.00	0	$0.00	$307.35	2	
1.2	**Field Meeting**	4	$746.44	0	$0.00	0	$0.00	0	$0.00	4	$482.96	0	$0.00	0	$0.00	$1,229.40	8	
1.3	**General Project Administration**	5	$933.05	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$933.05	5	
Total - Task 1																**$2,469.80**	**15**	
Task 2 - Data Collection and Analysis																		
2.1	**Data Collection Coordination**	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$603.70	0	$0.00	0	$0.00	$603.70	5	
2.2	**Data Analysis**	5	$933.05	0	$0.00	0	$0.00	0	$0.00	5	$603.70	0	$0.00	0	$0.00	$1,536.75	10	
2.3	**Trip Generation**	2	$373.22	0	$0.00	0	$0.00	0	$0.00	5	$603.70	0	$0.00	0	$0.00	$976.92	7	
Total - Task 2																**$3,117.37**	**22**	
Task 3 - Technical Memorandum																		
3.1	**Alternatives Selection**	5	$933.05	0	$0.00	0	$0.00	0	$0.00	5	$603.70	0	$0.00	0	$0.00	$1,536.75	10	
3.2	**Advantage/Disadvantage Analysis**	2	$373.22	0	$0.00	0	$0.00	0	$0.00	5	$603.70	0	$0.00	0	$0.00	$976.92	7	
3.3	**Preliminary Cost Estimate**	2	$373.22	0	$0.00	0	$0.00	0	$0.00	4	$482.96	0	$0.00	0	$0.00	$856.18	6	
3.4	**Draft & Final Technical Memorandum Preparation**	8	$1,492.88	0	$0.00	0	$0.00	0	$0.00	8	$965.92	0	$0.00	0	$0.00	$2,458.80	16	
Total - Task 3																**$5,828.65**	**39**	

Baxter & Woodman Labor Costs - Tasks 1, 2 & 3	$11,415.82
Direct Reimbursables (Out of Pocket)/ Traffic Survey Specialists	$8,800.00
Total Baxter & Woodman Costs - Tasks 1, 2 & 3	**$20,215.82**

Task 4 - Conceptual Plans																		
4.1	Cover Sheet	1	$186.61	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$252.48	0	$0.00	$439.09	3	
4.2	Plan Sheets	4	$746.44	0	$0.00	0	$0.00	0	$0.00	9	$1,086.66	18	$2,272.32	0	$0.00	$4,105.42	31	Assumes 6 sheets (1 per street at 1"=50')
4.3	Detail Sheets	2	$373.22	0	$0.00	0	$0.00	0	$0.00	5	$603.70	9	$1,136.16	0	$0.00	$2,113.08	16	Assume 3 sheets
4.4	Conceptual Plans	4	$746.44	0	$0.00	0	$0.00	0	$0.00	8	$965.92	8	$1,009.92	0	$0.00	$2,722.28	20	
4.5	Cost Estimate	2	$373.22	0	$0.00	0	$0.00	0	$0.00	4	$482.96	0	$0.00	0	$0.00	$856.18	6	
Total - Task 4																**$10,236.05**	**109**	

Baxter & Woodman Labor Costs - Task 4	$10,236.05
Baxter & Woodman Labor Costs - ALL Tasks	$30,451.87
Direct Reimbursables (Out of Pocket)/ Other	$500.00
Total Baxter & Woodman Costs	**$30,951.87**

RESOLUTION 2023-57

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING A WORK AUTHORIZATION WITH BAXTER & WOODMAN, INC. FOR THE SOUTH SILVER SHORES TRAFFIC CALMING STUDY; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea (the "Town") issued Request for Qualifications No. 2016-09-01 for Continuing Professional Services (the "RFQ") in accordance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes (the "CCNA"); and

WHEREAS, pursuant to the RFQ, the Town selected Baxter & Woodman, Inc. (the "Contractor") and entered into a Continuing Services Agreement (the "Continuing Contract"); and

WHEREAS, on September 13, 2023, the Town Commission expressed its support to move forward with a Traffic Calming Study for the South Silver Shores Neighborhood (the "Project"); and

WHEREAS, the Contractor provided the Town with a proposal to provide certain services for the Project, including program management and administration, data collection and analysis, technical memorandum, and conceptual plan documents (the "Services"), in the amount of $30,951.87; and

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

WHEREAS, the Town Commission wishes to issue a work authorization to the Contractor for the Services in an amount not to exceed $30,951.87, consistent with the Continuing Contract previously entered into between the Town and Contractor (the "Work Authorization"); and

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

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

Section 1. **Recitals**. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. **Work Authorization Approved**. The Work Authorization with the Contractor for the Services, attached hereto as Exhibit "A," is hereby approved.

Section 3. **Authorization to Execute the Work Authorization**. The Town Manager is hereby authorized to execute the Work Authorization with the Contractor in an amount not to exceed $30,951.87, attached as Exhibit "A," together with such non-substantial changes as are deemed necessary by the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 4. **Authorization to Implement**. The appropriate Town officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5. **Effective Date**. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 26th day of September, 2023.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Katrina Adler, Town Clerk
APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

TOWN OF LAUDERDALE BY-THE-SEA
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Contractor: Baxter & Woodman, Inc.

Contractor's Address: 1601 Forum Place, Suite 400, West Palm Beach, FL 33401

Contract No. **Agreement Description**: South Silver Shores Traffic Calming Study	**Work Authorization No.**: 21 **Effective Date** _____
P.O. # For Work Authorization:	**Budget**

Brief Task Description: The South Silver Shores Neighborhood is concerned with cut-through traffic and speeding within the neighborhood. Baxter & Woodman will provide traffic data collection and data analysis to develop traffic calming alternatives and conceptual plan for the Town.

In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before: See Exhibit "C"

The total amount or the limiting amount of the compensation will be: $ 30,951.87 unless additional services are authorized by the Town in writing. See Exhibit "B"

Compensation elements are as follows:

	Method of Compensation (Lump Sum, Hourly NTE)	Amount ($)	Project Code
Project Management/Coordination	Lump Sum	$2,469.80	
Data Collection and Analysis	Lump Sum	$3,117.37	
Technical Memorandum	Lump Sum	$5,828.65	
Traffic Counts (Direct Reimbursible)	Lump Sum	$8,800.00	
Conceptual Plan	Lump Sum	$10,236.05	
Reimbursables	Lump Sum	$500.00	
Total		**$30,951.87**	

Other Notes:

1. This Work Authorization is subject to the same terms and conditions of the Continuing Professional Services Contract date March 15th, 2017 (the "Contract").

2. Project Scheduled to be Approved by the Town Commission at the 9/26/23 Commission Meeting.

3. Nothing in this Work Authorization or the Contract shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

4. Scrutinized Companies
   a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
   b. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the

Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

5. Chapter 119 (Public Records). The CONTRACTOR shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

   a. CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
   b. Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
   c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.
   d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Town Manager, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Town in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
   e. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-640-4200, Townclerk@lauderdalebythesea-fl.gov, or by mail: Town Clerk, 4501 N. Ocean Drive, Lauderdale-By-The-Sea, FL 33308.

Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning three (3) original signed copies to the Town Manager. The Town will send you one fully executed copy.

Town of Lauderdale by-the-Sea Approval:

Linda Connors, Town Manager	(Signature)	(Date)
Katrina Adler, Town Clerk	(Signature)	(Date)

If over $20,000, date this work was approved by the Town Commission on: 9/26/23

Contractor Acceptance:
Contractor Name: Rebecca Travis, P.E.
Title: Vice President

(Signature) (Date) 9/19/2023

Approved Form HSK 11-8-11

Exhibit A

South Silver Shores Traffic Calming Study

Scope of Services

A. Background

The community of South Silver Shores is concerned with a perceived increase in cut through traffic and speeding in the neighborhood and has asked the Town for assistance in mitigating the issues. Specifically, they have asked for automatic gates with cameras at the entrance of the community and removal of on-street parking along Basin Drive. The community has expressed that they feel the valet operations at the Benihana are poorly run and exacerbate the situation. The community has additional concerns related to crime and drainage that are not covered in this proposal.

The neighborhood consists of six streets (W. Tradewinds Avenue south of Basin Drive, E. Tradewinds Avenue South of Basin Drive, Basin Drive, Miramar Avenue, Capri Avenue, and S. Tradewinds Avenue) with a combined length under one mile. Except for Basin Drive between West and East Tradewinds Avenue, the land use is single family residential. Basin Drive is mixed with single family residential on the south side and commercial along the north side of the roadway. All roadways are typically twenty feet in width asphalt streets without curb or shoulders. Portions of the north side of Basin have parking with curb and wide commercial driveways accommodating lateral parking giving the illusion of a wider street.

Work Authorization No. 21 provides the scope of work, schedule, and fees for the collection of data, data analysis, traffic calming alternatives and the development of conceptual plans.

B. Scope of Services

Baxter & Woodman, Inc. (B&W) proposes to provide the following services:

Task 1: Project Management/Coordination. This task is general project management and administration. It includes a project kick-off meeting, a field meeting with City staff to review the site (this meeting can be held in conjunction with the kick-off meeting if the Town desires.

Task 2: Data Collection and Analysis
Baxter & Woodman will contract with Traffic Survey Specialists, Inc. to collect data at ten (10) locations throughout the neighborhood. There will be three (3) locations along both East and West Tradewinds Avenues and one (1) location on Basin Drive, Miramar Avenue, Capri Avenue, and South Tradewinds Avenue between East and West Tradewinds Avenues. We will collect 24-hour two-way traffic volumes with speed data for seven (7) consecutive days covering a one-week period. We will calculate average 24-hour, peak morning hour, and evening peak hour expected traffic volumes for the neighborhood using Institute of Transportation Engineers (ITE) trip generation data for comparison to the actual data collected. Due to its mixed land uses, Basin Drive will be examined separately from the remainder of the neighborhood. This data and analysis will help the Town understand the extent of any cut-through traffic or speeding in the neighborhood.

Task 3: Technical Memorandum and Conceptual Plan
Using the data and analysis performed in Task 2, Baxter & Woodman will consider appropriate traffic calming and traffic control devices that can be used to mitigate issues. In addition to the automated gate system requested by the community, devices to be considered may include traffic control signing, vertical deflections such as speed humps, speed cushions or raised intersections, partial street closures, chicanes, diverters, chokers or other traffic calming devices. Additionally, we will also look at the impact of removing parking from Basin Drive within the public right-of-way. Advantages and disadvantages of devices will be discussed in the technical memorandum and a conceptual plan with locations and types of devices will be provided. Standard

details for devices recommended will be provided but will not be site specific. It is not intended that these conceptual plans be used as final plans for construction. A preliminary construction cost estimate will be provided with the preliminary documents. It is anticipated that a preliminary submittal of the memorandum and conceptual plans will be made and reviewed by Town staff. Baxter & Woodman will respond to comments and provide the final documents.

C. Assumptions

1. This scope of work and cost estimate does address the crime, drainage or the private valet operational issues described by the community.

2. Deliverables will include a draft technical memorandum and conceptual plan for review to the Town. After receiving and responding to any comments, a final technical memorandum and conceptual plan will be submitted. Both the technical memorandum and conceptual plan will be provided in an electronic format (pdf).

Additional Services on an As Needed Basis:
B&W can provide to the TOWN (upon request) the following services which would be billed at the hourly rates in the engineering services contract.

1. Final Construction plans, specifications, estimates and bid documents.
2. Construction engineering and Inspections services.

Exhibit B
Town of Lauderdale By The Sea
Work Authorization #21

South Silver Shores Neighborhood Traffic Calming Study

Budget Summary

		Principal (Traffic Engineer)	Engineer I/II	
		$186.61	$120.74	
Task Description		**Hrs**	**Hrs**	**Total Salary Costs**
Task 1 - Project Management/Coordination				
1.1	**Project Kick Off Meeting**	1	1	$307.35
1.2	**Field Meeting**	4	4	$1,229.40
1.3	**General Project Administration**	5	0	$933.05
Total - Task 1				**$2,469.80**
Task 2 - Data Collection and Analysis				
2.1	**Data Collection Coordination**	0	5	$603.70
2.2	**Data Analysis**	5	5	$1,536.75
2.3	**Trip Generation**	2	5	$976.92
Total - Task 2				**$3,117.37**
Task 3 - Alternatives Analysis and Technical Memorandum				
3.1	**Alternatives Selection**	5	5	$1,536.75
3.2	**Advantage/Disadvantage Analysis**	2	5	$976.92
3.3	**Preliminary Cost Estimate**	2	4	$856.18
3.4	**Draft Technical Memorandum Preparation**	8	8	$2,458.80
Total - Task 3				**$5,828.65**
			Baxter & Woodman Labor Costs - Tasks 1,2 & 3	**$11,415.82**
			Direct Reimburisbles (Out of Pocket)/ Traffic Survey Specialists	$8,800.00
			Totsl Baxter & Woodman Costs - Tasks 1,2 & 3	**$20,215.82**
Task 4 - Conceptual Plans				
4.1	Cover Sheet	1	0	$439.09
4.2	Plan Sheets	4	9	$4,105.42
4.3	Detail Sheets	2	5	$2,113.08
4.4	Final Technical Memorandum & Conceptual Plans	4	8	$2,722.28
4.5	Cost Estimate	2	4	$856.18
Total - Task 4				**$10,236.05**

Totsl Baxter & Woodman Labor Costs	**$21,651.87**
Direct Reimburisbles (Out of Pocket)/ Traffic Survey Specialists	$8,800.00
Direct Reimburisbles (Out of Pocket)/ Other	$500.00
Totsl Baxter & Woodman Costs	**$30,951.87**

Exhibit C
Work Authorization Schedule
SCHEDULE

The schedule for the completion of the Work Authorization is as follows:*

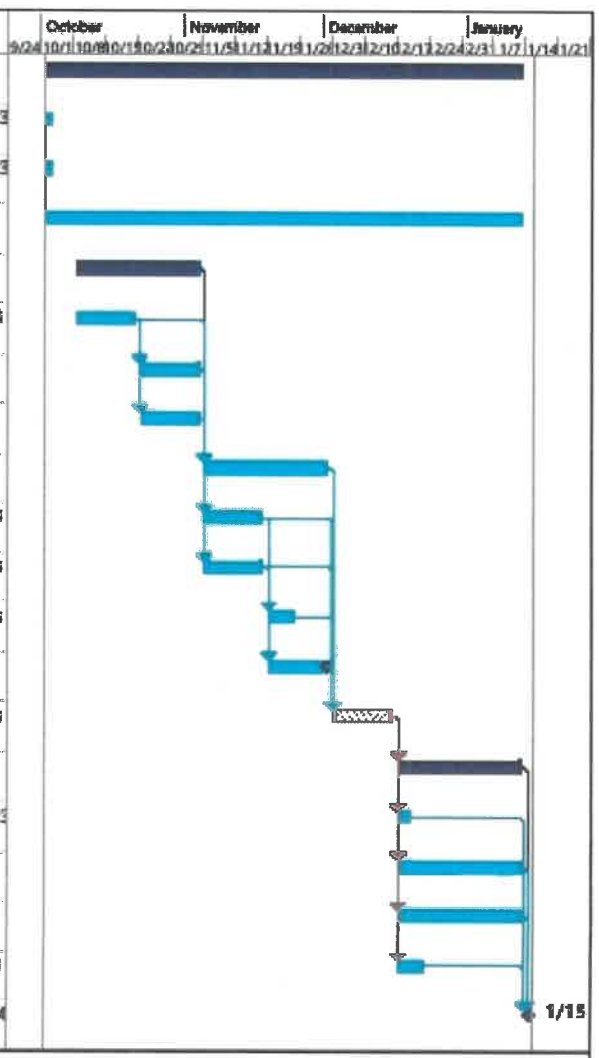
Task	Completion Date**
Task 1- Project Management/Coordination	15 weeks
Task 2 - Data Collection and Analysis	4 weeks
Task 3 - Alternatives Analysis and Technical Memorandum	4 weeks
Task 4 – Conceptual Plans	4 weeks

Refer to the attached Project Schedule

*Time is of the essence for all timeframes provided herein. The Consultant's failure to comply with the foregoing schedule is a default by Consultant unless the delay is due to circumstances beyond Consultant's control. Town owns all documents and other evidence of design effort created as a result of this Work Authorization. All documents and other evidence of design effort created by Consultant pursuant to this Work Authorization must be promptly provided to the Town in Auto Cad format as a precondition to payment at any time the Consultant is in default with the terms hereof.

**The Completion date for Tasks and the Project as a whole should be expressed in weeks or months as measured from date of the notice to proceed.

ID	Task Mode	Task Name	Duration	Start	Finish
1		Task 1 - Project Management/Coordination	15 wks	Mon 10/2/23	Fri 1/12/24
2		Task 1.1 - Project Kick Off Meeting	1 day	Mon 10/2/23	Mon 10/2/23
3		Task 1.2 - Field Meeting	1 day	Mon 10/2/23	Mon 10/2/23
4		Task 1.3 - General Project Administration	15 wks	Mon 10/2/23	Fri 1/12/24
5		Task 2 - Data Collection and Analysis	4 wks	Mon 10/9/23	Fri 11/3/23
6		Task 2.1 - Data Collection Coordination	2 wks	Mon 10/9/23	Fri 10/20/23
7		Task 2.2 Data Analysis	2 wks	Mon 10/23/2	Fri 11/3/23
8		Task 2.3 - Trip Generation	2 wks	Mon 10/23/2	Fri 11/3/23
9		Task 3 - Alternatives Analysis and Technical Memorandum	4 wks	Mon 11/6/23	Fri 12/1/23
10		Task 3.1 - Alternatives Slection	2 wks	Mon 11/6/23	Fri 11/17/23
11		Task 3.2 - Advantage/Disadvantage Analysis	2 wks	Mon 11/6/23	Fri 11/17/23
12		Task 3.3 - Preliminary Cost Estimate	1 wk	Mon 11/20/2	Fri 11/24/23
13		Task 3.4 - Draft Technical memorandum	2 wks	Mon 11/20/2	Fri 12/1/23
14		City Review	2 wks	Mon 12/4/23	Fri 12/15/23
15		Task 4 - Conceptual Plans	4 wks	Mon 12/18/2	Fri 1/12/24
16		Task 4.1 - Cover Sheet	2 days	Mon 12/18/2	Tue 12/19/23
17		Task. 4.2 - Plan Sheets	4 wks	Mon 12/18/2	Fri 1/12/24
18		Task 4.3 - Detail Sheets	4 wks	Mon 12/18/2	Fri 1/12/24
19		Task 4.5 - Cost Estimate	1 wk	Mon 12/18/2	Fri 12/22/23
20		Conceptual Plan Submittal	0 days	Mon 1/15/24	Mon 1/15/24



Project: South Silver SHores Ne
Date: Tue 9/19/23

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

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Agenda Item No: 11.c.

Town Commission Agenda Item Report

Meeting Date: September 26, 2023
Submitted By: Leroy Chasmer, Public Works Supervisor
Submitting Department: Public Works
Item Type: Action Item
Agenda Section: CONSENT AGENDA

Subject Title: Lauderdale-By-The-Sea Garden Club request for Jarvis Hall Use and Parking Permits in Fiscal Year 24

Explanation: Every year, the Lauderdale-By-The-Sea Garden Club holds its meetings at Jarvis Hall. The Club has submitted their annual request for the use of Jarvis Hall for the dates outlined below.

Event	Dates	Time
Monthly Meetings	9/20/23 11/13/23 1/8/24 2/12/24 3/11/24 4/8/24	8:30 a.m. – 11:30 a.m.
Fund Raiser	1/26/24 - Setup 1/27/24	Setup 1-4 PM 8:30 AM - 2 PM
Monthly Meeting7 Holiday Luncheon	12/11/23	8:30 AM - 1 PM
Installation Luncheon	5/13/24	8:30 AM - 2 PM

In addition to the use of Jarvis Hall, they have also submitted a request for 45 parking permits for members to park at Town Hall (front/rear) and in El Prado Parking Lot while they attend these events. This is consistent with the request of previous years.

Recommendation: Staff recommends approval of the use of Jarvis Hall and the Garden Club's request for parking passes.

Exhibits: None

Agenda Item No: 11.d.

Town Commission Agenda Item Report

Meeting Date: September 26, 2023
Submitted By: Leroy Chasmer, Public Works Supervisor
Submitting Department: Public Works
Item Type: Action Item
Agenda Section: CONSENT AGENDA

Subject Title: Lauderdale-By-The-Sea Woman's Club request for Jarvis Hall Use and Parking Permit Request for FY24

Explanation: Every year, the Lauderdale-By-The-Sea Woman's Club holds its annual Silver Tea Luncheon at Jarvis Hall. The Club has submitted their annual request for their use of Jarvis Hall for the following dates:

Event	Date	Time
Silver Tea Luncheon Set-up	3/1/24	1:00 P.m. - 4:00 P.M
Silver Tea Luncheon	3/2/24	9:00 A.M - 4:00 P.M

In addition to the use of Jarvis Hall, they have also submitted a request for 120 parking permits for the members to park at Town Hall (front/rear) and in El Prado Parking Lot while they attend the event. The club is also requesting 75 Parking Permits for the metered spaces on West Tradewinds Avenue across the street from the Blue Moon Fish Company, to be effective on Wednesdays and Thursdays from 9:00 a.m. to 4:00 p.m. from September 2023 to September 2024. This is consistent with the request of previous years.

Recommendation: Staff recommends approval of the use of Jarvis Hall and the Woman's Club's request for parking passes.

Exhibits: None

Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: September 26, 2023
Submitted By: Courtney Easley, Assistant to Town Manager
Submitting Department: Administration
Item Type: Resolution
Agenda Section: NEW BUSINESS

Subject Title: Resolution 2023-59: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING POLICIES AND PROCEDURES FOR NAMING OF TOWN-OWNED PROPERTIES AND FACILITIES; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

Explanation: At the July 25, 2023 meeting, the Town Commission requested staff to draft a policy for naming town-owned properties. On tonight's agenda is a proposed policy that includes criteria for selection and procedures for the process for naming a town-owned property.

Staff is suggesting that a naming opportunity be initiated by a Commissioner. The request should be submitted on an application to staff and include a summary of the individual's importance and include such information as:

- Significant contribution that the individual has made through volunteerism, leadership and other quality services,
- The individual's association with an organization that has made a significant contribution to the community's quality of life at a local, state or national level;
- Documentation of a long and exemplary private, public service or military career.

Once a completed application is received, staff will place the request on the next available agenda for the Commission's consideration. To name a property, entire building or room in a building, the application will be required to receive 4 affirmative votes. Because streets require additional approval from the US Post Office, they are not included in this policy. At the time of approval, the Commission shall determine if the Town will bear the cost of the plaque or signage. If the Town is responsible, a budget shall be established for the marker at the time of the naming approval. If the Town is not paying for the naming, the individual or organization responsible for the cost will be identified.

Staff recommends that the naming does not include non-permanent amenities such as park

benches, trees or bricks. If a non-permanent item is selected, staff recommends the naming is for the lifetime of the amenity. Additionally, staff recommends that naming be limited to those not in public office at the time of the request; naming after a living person should be done in cases of unusually outstanding public service; and there should be no known behavior or events in the person's background that reflects unfavorably upon them.

Recommendation: Approval of Resolution 2023-59 approving the Town Naming Policy

Exhibits:

1. Resolution 2023-59
2. Naming of Town Owned Properties Policy

RESOLUTION NO. 2023-59

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, ADOPTING POLICIES AND PROCEDURES FOR NAMING OF TOWN-OWNED PROPERTIES AND FACILITIES; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Town Commission ("Town Commission") of the Town of Lauderdale-By-The-Sea ("Town") is desirous of adopting policies and procedures for naming, co-naming, and re-naming of Town-owned properties, facilities, parks, and memorials ("Properties"); and

WHEREAS, the process of naming, co-naming, and re-naming Town-owned Properties should be guided by a clear and transparent set of policies and procedures to ensure fairness, inclusivity, and accountability; and

WHEREAS, the Town Commission finds that adopting the policies and procedures for naming, co-naming, and re-naming of Town owned Properties is in the best interests of the residents and businesses of the Town.

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 above is true and correct and herein incorporated by this reference.

Section 2. **Policy**. The Town Commission hereby adopts the following policies, procedures and criteria for naming, co-naming, and re-naming ("Naming") of Town-owned properties, facilities, parks, and memorials ("Naming Policy").

1. *Approving Authority*. The Town Commission has the authority to approve or deny Naming applications by resolution.

2. *Scope.* The Town will consider Naming Properties after individuals whose contributions have significantly improved the Town's quality of life and excludes naming based on monetary donations. Naming of streets within the Town is outside the scope of this Naming Policy.

3. *Objectives*.
   a. Establish clear criteria and procedures for Naming Town-owned Properties.
   b. Empower the Town Commission to approve or deny Naming applications through resolution.
   c. Focus on Naming after individuals whose work has made substantial contributions to the Town's quality of life.
   d. Avoid Naming decisions in recognition of monetary donations, property, or items with monetary value.

4. *Criteria*.
   a. Long and exemplary private, public service, or military career with significant positive recognition for the Town or their community.
   b. Significant contributions to the Town's reputation through volunteerism, leadership, or other quality services.
   c. Good public standing and a substantial contribution to the Town's quality of life by organizations, including statewide or national recognition.
   d. Contribution that demonstratively enhances public safety and overall well-being.
   e. Evaluation of the character and quality of the person for whom the facility is being named.

5. *Exclusions.*
   a. Anyone serving in public office for the Town, or any other public officials in office at the time of consideration is ineligible.
   b. A person for which a property, facility, park, or memorial was named, co-named or re-named within ten (10) years of the current Application is ineligible.
   c. If the person is associated with support of discrimination or socially unacceptable precepts, or if other behavior or events in the person's background reflects unfavorably on them and anything to which their name is affiliated or affixed, the person is ineligible.

6. *Considerations.*
   a. Strong consideration should be given to Naming only after persons who are deceased or in their twilight years as it is never desirable to have to rename or remove the name of a facility.
   b. The dedication of small amenities with an identifiable lifespan and not intended to be permanent such as fixed park benches, bricks, trees, and other similar items are not recommended.
   c. Intent of the Naming is to be permanent and never changed or altered. If non-permanent items are selected, staff recommends the Naming is for the lifetime of the amenity.

d. Consideration should be given to any applicable historical significance, geographical identifiers, or natural characteristics at the site.
e. The proposed name should not duplicate the name of another Property within the Town.
f. Naming after living persons should only be done in cases of unusually outstanding public service and in the person's twilight years.

7. *Procedure*.
a. Naming requests must be initiated by a Commissioner and submitted through an Town Naming Application ("Application") to staff.
b. Applications should include details about the:
    a. Individual's significance, such as their contributions through volunteerism, leadership, and other services;
    b. Individual's association with an organization that has significantly impacted the Town's quality of life at local, state, or national levels; and
    c. Documentation of a long and exemplary private, public service, or military career.
c. Once a complete Application is received, it will be scheduled for consideration by the Commission. To name a property, an entire building, or room in a building, the Application must receive at least four (4) affirmative votes. Streets are not covered by this Naming Policy, as they require additional approval from the US Post Office.

8. *Costs*. At the time of approval, the Commission will assess whether the Town will cover the expenses for the plaque or signage. If the Town is obligated to do so, a budget for the maker will be established at the time of the Naming's approval.

Section 3. **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 in no way affecting the validity of the other provisions of this Resolution.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 26th day of September 2023.

_____
Mayor Chris Vincent

Attest:

_____
Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Lauderdale-By-The-Sea

Policy for Naming Town Owned Properties

Purpose

The purpose of this policy is to establish guidelines and standard procedures for naming, co-naming or re-naming Town-of-Lauderdale-The-Sea owned properties, facilities, parks and memorials.

Policy

This policy shall establish criteria and procedure applicable to all individuals or organizations seeking to name or rename Town of Lauderdale-By-the-Sea owned property. The Town Commission , by resolution, may approve or deny applications. The policy pertains to naming of facilities after people whose work has contributed significantly to the quality of life in the Town. This policy does not pertain to naming of facilities for people who have donated money, property, or items that have monetary value. This policy does not address the naming of streets within the Town of Lauderdale-By-The-Sea.

Criteria

1. The individual has a long and exemplary private, public service or military career that has engaged in conduct which has brought significant positive recognition to the Town or their community through their accomplishments. The individual should also have made a significant contribution to the community's good name and image through volunteerism, leadership, and/or other quality services.

2. If the naming is associated with an organization, the organization should be in good public standing and have made a significant contribution to the community's quality of life that brought statewide and/or national attention. The contribution should have significantly and demonstratively contributed to the public's safety and overall well-being.

3. Quality and character of the person, place, or thing for whom the facility is being named.

Disqualifying Factors

- Anyone serving in public office for the Town of Lauderdale-By-The-Sea or public officials in office at the time of consideration should not be eligible.
- Behavior or events in the person's background that reflects unfavorably on them and anything to which their name is affiliated or affixed.
- Previously named or renamed a property, facility, park, or memorial within 10 years of the current Application are also considered ineligible.

- The proposed name is associated with support of discrimination or socially unacceptable precepts.

Considerations

1. Strong consideration should be given to naming facilities only after persons who are deceased or in their twilight years as it is never desirable to have to rename or remove the name of a facility.

2. The dedication of small park amenities with an identifiable lifespan and not intended to be permanent such as fixed park benches, bricks, trees and other small items are not recommended. If non-permanent items are selected, staff recommends the naming is for the lifetime of the amenity.

3. Consideration should be given to whether there is historical significance, geographical identifiers, and/or natural characteristics at the site.

4. The proposed name should not duplicate the name of another, site or facility within the Town of Lauderdale-By-The-Sea.

Procedure

All naming opportunities shall be initiated by a Commissioner. The request should be submitted on an application to staff and include a summary of the individual's importance and include such information as

1. Significant contribution that the individual has made through volunteerism, leadership and other quality services,
2. The individual's association with an organization that has made a significant contribution to the community's quality of life at a local, state or national level;
3. Documentation of the long and exemplary private, public service or military career.

Once a completed application is received, staff will place on the next available agenda for the Commission consideration. To name a property, entire building or room in a building, the application will be required to receive 4 affirmative votes. Because streets require additional approval from the US Post Office, they are not included in this policy.

All individuals or organizations shall submit a Town of Lauderdale-By-The-Sea Naming Application to the Town Clerk at TownClerk@lbts-fl.gov or at Town Hall 4501 N. Ocean Blvd, LBTS, FL 33308.

Costs

At the time of approval, the Commission shall determine if the Town will bear the cost of the plaque or signage. If the Town is responsible, a budget shall be established for the marker at the time of the naming's approval.

Agenda Item No: 13.b.

Town Commission Agenda Item Report

Meeting Date: September 26, 2023
Submitted By: Jhanelle Campbell, Development Services Director
Submitting Department: Development Services
Item Type: Presentation
Agenda Section: NEW BUSINESS

Subject Title: Application for Relief of Code Compliance Liens at 230 Pine Avenue, Lauderdale-By-The-Sea, FL 33062

Explanation:
The Town received a mitigation application **(Exhibit 1)** from 827 NW 114 ST LLC for the property located at 230 Pine Avenue (the Property) on August 31, 2023. A summary of violations is provided below in **Table 1**.

Figure 1- Subject Property

Table 1: Violations and Permit History

CASE# 21050001- Work without permit for interior demolition.

DATE	NARRATIVE
05/08/2021	A Notice of Violation was issued on May 8, 2021. Proof of service was obtained via signed green card. The respondent was given until June 24, 2021 tocomply the violation by obtaining an after the fact permit for the work without permit.
6/24/2021	The violation was not complied after a review of the Town's building permit files.
6/24/2021	Code Compliance Hearing: At the hearing,the Special Magistrate issued a Final Order requiring compliance by July 28, 2021 or a fine of $200 per day would begin to accrue. No-one was present on behalf of the respondent at the hearing.
7/28/2021	An after the fact permit application was not received by the compliance date and fines began to accrue at a rate of $200 per day.
8/26/2021	Code Compliance Hearing: At the hearing the Special Magistrate stayed the fines until August 23,2021. The son of the property owner attended the hearing.
9/3/2021	After the fact permit application (LBS21-011527) was submitted.
9/23/2021	Code Compliance Hearing: Compliance was not obtained by the hearing date and the Special Magistrate granted an additional 7 days for the property owner to bring the violation into compliance. If the property owner did not bring the violations into compliance, all fines would become immediately due.
10/28/2021	Code Compliance Hearing: Compliance was not obtained and the unpaid fines were certified as a ien against the property. A representative was present on behalf of the property owner.
11/16/2021	Lien Recorded- Instrument #117740626
9/9/2023	A permit for a full renovation of the property was submitted and the case was deemed complied.

CASE# 21080004- Overgrown Landscape, Tree removal without a permit and exterior maintenance of the property.

DATE	NARRATIVE
8/18/2021	A notice of violation was issued on August 18, 2021. Service was not obtained via green card as it was returned unsigned.
9/7/2021	The property was posted and an affidavit of services was completed.
9/24/2021	Code Compliance Hearing: The Special Magistrate Issued a Final Order giving the property owner 6 days to comply the violation for overgrown landscape. A compliance date of October 27, 2021 was given to the property owner to comply the tree removal and exterior maintenance of the property. Each violation was given a fine of $100 per day if not complied for a total of $300 per day. No one was present on behalf of the property owner at the hearing.
9/30/2021	The overgrown landscape violation was complied. No fines accrued for this violation.
10/28/2021	Code Compliance Hearing: The Magistrate found that the remaining violations for exterior maintenance and required tree removal permit had not been complied and ordered that a lien be certified against the property. A representative was present at the hearing for the property owner.
03/23/2022	Lien Recorded- Instrument #118028482
9/9/2023	A permit for a full renovation of the property was submitted and the case was deemed complied.

CASE# 23010005- Garage door in disrepair and exterior building disrepair.

DATE	NARRATIVE
1/10/2023	A Notice of Violation was issued but a green card was not received back signed. Service was obtained by posting the property and completion of an affidavit of service.
2/24/2023	Code Compliance Hearing: The Special Magistrate issued a Final Order requiring compliance by March 22, 2023 or a fine of $250 per day per violation ($500 per day) would begin to accrue. Noone was present on behalf of the property owner at the hearing
3/24/2023	Code Compliance Hearing:Compliance was not reached and the Special Magistrate ordered the outstanding fines to certified as a lien against the property. Noone was present on behalf of the property owner at the hearing.
04/19/2023	Lien Recorded- Instrument #118800885
9/9/2023	A permit for a full renovation of the property was submitted and the case was deemed complied.

It should be noted that several code compliance violations have been cited at this property under the current owner. Abatement orders were granted by the Special Magistrate to cure life safety issues including overgrown grass, garbage and junk removal and securing of the property due to a compromised garage door. The Town paid $2,000 to cure these violations because the owner did not take any action to remedy these issues. A summary of the abatement cases and invoice for the abatement cost is attached as **Exhibit 2**.

Also, the Town Commission previously granted Staff permission to pursue foreclosure on this property due to the nature and gravity of the code compliance violations which previously persisted on the property without action on the part of the property owner to remedy the issues **(Exhibit 3).**

The Town is required by law to send code compliance notices to the mailing address that is listed with the Broward County Property Appraiser's Office at the time of the issuance, which was 10860 SW 116 Street, Miami, FL 33176. Code Compliance sent the Notice of Violation and the Order of Imposition of Fines to this address by Certified Mail. A signed and dated Certified Mail receipt ('Green Card') from the original Notice of Violation and Notice of Hearing

was returned to the Town at least 10 days prior to the meeting date, which fulfilled State law requirements for service of notice for Case # 2105001. However, a signed and dated Certified Mail receipt ('Green Card') was not returned to the Town for Case #21080004 and Case# 23010005, so the property and Town Hall were posted with copies of the original Notice of Violation and Notice of Hearing at least 10 days prior to the meeting date, which fulfilled State law requirements for service of notice.

A summary of the case and the offered settlement is shown in **Table 2**. The applicant is requesting an 89% reduction in fines for a total offered settlement of $40,000.

Table 2: Code Fines Summary

CASE	VIOLATION	DAYS IN VIOLATION	DAILY FINE	TOTAL DUE	OFFERED SETTLEMENT	REDUCTION REQUESTED
21050001	FBC105.1-Work without permit	709	$200	$141,800	$8,000	$133,800
21080004	SECTION 30-480(a) tree removal SECTION 6-41(a)(5) exterior maintenance	681	$200	$136,200	$16,000	$120,200
23010005	SECTION 6-36(a) structural specifications Section 6-37(a)(1). Maintenance appearance st andards	171	$500	$85,500	$16,000	$69,500

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:

1. The nature and gravity of the violation.

The property was cited under the Florida Building Code Section 105.1 for work without a permit due to interior demolition of the kitchen. In addition, citations were issued under Town Code section 30-480(a) for trees removal from the property without a permit and Town Code Section 6-41(a)(5) due to the driveway and mailbox being in disrepair. Finally, citations were issued under Town Code section 6-36(a) for the garage door being in disrepair and under Town Code section 6-37(a)(1) for exterior paint discoloration and

driveway maintenance.

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

On September 9, 2023 permits were submitted to comply all remaining violations. Compliance was reached by submission of permits to renovate the property.

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

1. Code case #21050001 was brought into compliance 709 days after the deadline listed in the Final Order.
2. Code case #21080004 was brought into compliance 681 days after the deadline listed in the Final Order.
3. Code case #23010005 was brought into compliance 171 days after the deadline listed in the Final Order.

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

The fees to obtain the permit(s) necessary to cure the violation was $752.41(Demolition and Construction Fence Permit). A separate permit has been submitted for the renovation of the property. The applicant also paid $20,600 toward unpaid liens, hearing costs totaling $850.00, and the mitigation application fee of $500.

5. 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.

CASE #	VIOLATION	FINES PAID
17080027	Property maintenance issue	Complied after final order was issued.
22030018	Property maintenance issue. Lien recorded	Complied and lien paid- $5050.00
22100008	Overgrown vegetation. Repeat violation. Lien recorded.	Complied and lien paid- $9,600.00
22100010	Garbage and litter on property. Lien recorded	Complied and lien paid - $3,050.00 (Nuisance Abatement)
22100009	Bee infestation in tree. Lien recorded	Complied and lien paid - $2,900.00 (Nuisance Abatement)

Recommendation: Staff recommends the Commission hear from the applicant's representative, determine the appropriate mitigation amount for the lien, and require the

receipt of evidence of the sale of the subject property and full payment of that mitigated amount by October 26, 2023. Staff recommends conveyance to the new property owner must also be completed by October 26, 2023 as a term of the mitigation agreement. Failure to meet the terms of the agreement would result in a new code compliance case being filed against the new owner.

Exhibits:

1. Exhibit 1- Applicationn, Sales Contract, Proposed Plans
2. Exhibit 2- Abatement Orders Invoice and Pictures
3. Exhibit 3- Authorization to Foreclose- FINAL

exhibit 1

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

TOWN OF LAUDERDALE-BY-THE-SEA

4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Tel: (954) 640-4210 Fax: (954) 634-4654

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

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

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

CASE # 21050001, 21080004, 23010005

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

Property owner: 827 NW 114 ST. LLC
Address: 10860 SW 116th St, Miami, Fl. 33165
Phone numbers: 786/587-3791
Email Address: eandpsuarez@yahoo.com

ADDRESS OF PROPERTY: 230 pine ave. Lauderdale By-The-Sea.
(Where violation(s) existed)

NATURE OF VIOLATION:

Name of applicant (if not owner): Nicholas Rieck / Eileen Suarez
Contact information: 786/587-3791

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

All Applications SHALL submit a copy of the following documentation (when applicable):
(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

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

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

Name of Property Owner or Representative:

Address: 827 NW 114th St. LLC

Business Phone Number: 786-587-3791

Cell Phone Number: Same

Email Address: eandpsuarez@yahoo.com

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

____ the owner of the subject property;

____ an Attorney representing the owner,

__Y__ the legal representative for the property, or

__Y__ otherwise authorized to act on behalf of the property owner in this matter.

AND DOCUMENTATION OF THIS IS ATTACHED.

Eduardo Suarez
Signature of Applicant

8-31-23
Date

File: U:\APPLICATIONS - FORMS- HHA\Mitigation and Release of Lien procedures\Mitigation Application Rev 12-28-16.docx
Printed: `2/3/2017 11:33 AM

To: City Board of Commissioners

From: Nicholas Rieck and Eileen Suarez on behalf of 827 NW 114 ST LLC the owners of 230 Pine Ave. Lauderdale-By-The-Sea

Date: September 1, 2023

Subject: Request for Reduction of Fines

INTRODUCTION

I am writing to you today to request a reduction of various fines The property is located at 230 Pine Ave., Lauderdale-By-The Sea due to a very long and drawn out series of extenuating events that have occurred between the property "owners" and investors after the purchase of the property by 827 NW 114 ST LLC on March 12th of 2021.

There are many potential pitfalls in property acquisition between friends, even when both parties have the best of intentions. This is one of those cases.

EXPLANATION AND PROPOSAL TO MITIGATE FINES AND FEES FOR 230 PINE AVENUE

My name is Nicholas Rieck. I am a Fifty Percent 50% partner in the real-estate group, 827 NW 114 ST LLC, A Florida Limited Liability Corporation, that is the owner of 230 Pine Avenue. I am writing to you today with hope that we can expeditiously mitigate the fines and fees against the property so that we may finally have a resolution to this 2 ½ year nightmare that myself, the neighbors on Pine Ave, and your City have been caught up in. I want to clarify myself in advance that my references to the persons named hereinafter have been intentionally left out so to avoid leaving myself open for possible litigation the other members

A brief summary of events that led us here:

In March of 2021, I entered into a working partnership with a man who owns many assets across the Miami area, in addition to a lending company. As we began to acquire properties, including 230 Pine, it would officially be THE MOTHER of the man who was my legal partner on the operating agreement, loans and titles on the homes. The reason I was given is that the man himself could not be on the loan, as it was a conflict of interest with his lending company because they held the loan to the home. Our goal was to renovate and resell the homes we acquired.

Being a naïve newcomer to home renovation, I took a back seat to the permitting process for 230 Pine, letting the "expert" dictate our path. This proved to be a mistake, as the first week of unpermitted work set off the entire chain of events that led to the inflated fine/fee number we have today. We began the process with me paying for everything out of pocket, with the explanation that I would be reimbursed once we received the funds from our construction draws, which were included in our original loan. This too became an evident falsehood, as I never received a dollar of reimbursement,

while my partner would openly acknowledge multiple reimbursements for himself with "our" funds. I will spare you the detail, but this same pattern was repeated across 3 other properties we had acquired. Even distribution of profit for a property we flipped was entirely withheld from me (not to mention reimbursement of my out-of-pocket costs to rehab that property).

Because it was clear our funds were being held hostage, I was forced to put my financial support for the 230 Pine Ave project on hold until we had some sort of resolution on this matter. My partner instead became adversarial on this property and the others that we owned. He also entirely neglected the project from that point forward, despite being the sole member to have access to construction reimbursements. Because of these improprieties, and many others not necessary to outline here, we eventually entered into a mediation, communicating exclusively through our lawyers. This was October of 2022. It has been almost one year and countless legal expenses, but any time we seem to be near resolution, the deal gets blown up or completely neglected. The man represents his mother entirely on all matters, including legal, dealing with this home and the others. It is my strong opinion that he does not intend to operate in good faith at any time in the foreseeable future.

In fact, I believe that Lauderdale-By-The-Sea has attempted negotiations with this man, only to be let down repeatedly by false promises, and with no progress or intention to resolve the matter. I believe the past two months have shown that that is not how I operate.

WHERE ARE WE NOW?

The single small "victory" in the past 10-11 months of these legal negotiations was an agreement, about 2 months ago, that I would assume negotiations with Lauderdale-By-The-Sea. My team, consisting of my attorney, David Fernandez, Eileen Suarez, under a Power of Attorney from the company, and project manager, Miguel Marino, knew we had an uphill battle, but when we got a grasp on the situation, it became clear that it was a much steeper hill than we had imagined.

With hundreds of thousands of dollars in fines and a property in complete neglect, we got to work. In 2 months since I've had any control on this property, we have accomplished a lot:

- We paid approximately $20,600 to satisfy all closed fines.
- We secured a prospective buyer for the house with a history of fast and quality home rehabilitations (this buyer was actually found by the partner – my team assumed negotiations). This buyer is currently UNDER CONTRACT with closing pending mitigation of these fines, and I have signed multiple extensions to keep this contract alive while we come to resolution.
- We have architect plans for a full rehabilitation of the home, signed by the buyer's general contractor.
- We pulled all necessary permits with the buyer's general contractor to get the house fully compliant.
- We put up a fence and did exterior maintenance to bring the house up to code and to stop all running fines.
- Eileen Suarez has personally gone into the city office almost weekly in attempt to clearly determine a path forward where the city, the neighbors and the buyer can all win.

WHY IS THIS ALL IMPORTANT?

I know there may seem to be an excess of detail in this letter, but I wanted you to have a clear picture of where things are, and how we got to this point. As you know, the foreclosure process on the house began last week, but we have direct lines of communication with the attorneys for the bank and we are absolutely confident we can get this foreclosure put on hold because we have this buyer and a pathway towards resolution. Additionally, I have a buyer that is becoming increasingly wary as the timeline of closing on this home is extended. All of these factors clearly signify that we need to get this matter resolved as soon as possible.

From my perspective, every single party involved in this, except for one, my partner, is working towards the same goal: resolution. It is in the best interest of our credible buyer to get this resolved. It is in the best interest of the neighbors to get this resolved. It is in the best interest of the bank to get this resolved. It is in the best interest of Lauderdale-By-The-Sea to get this resolved. And it is in my best interest to get this resolved. And we are so close.

MY PLEA TO THE COMMISSION:

I take this matter incredibly seriously, and I want to find a way to create a "win" for all parties despite all of the madness surrounding this property. I recognize that I am not without blame for getting to this point, but my primary sins are those of naivety and misplaced trust. I signed a bad operating agreement and I allowed my construction funds to be held by my partner's lending company. I have a partner who is withholding funds and has proven that he has no intention on splitting any costs moving forward. This means that all fines and fees will almost certainly be paid directly out of my pocket. With the unreturned investment on 4 homes with this partner and the legal fees associated with getting untied to the partner/resolving the 230 Pine matter, I am not in a position to pay hundreds of thousands of dollars in fines. As construction draws have been taken out of this property (and, along with the loans, need to be repaid) and it remains in disarray, there is very little, if any, equity to be had with the current contract with the buyer. And if the house is foreclosed upon, their claim will take precedent over any fines and fees owed to the city, to the best of my admittedly-limited understanding.

I sincerely hope that The Commission can see that since my team and I have taken over, we have acted in good faith and in attempt to reach resolution. I hope that The Commission can see that we have paid tens of thousands in fees to this point, we have brought the property up to code, and that we have a buyer with a plan to turn this home into a value-added to the community. I hope The Commission is able to sense the genuine nature of the words in this letter, and chooses not to act punitively, instead mitigating the fines so I can finish the sale of this house and avoid foreclosure.

I am hopeful because my attorney, David, spoke with your attorney, Eric, and it was relayed to us that Lauderdale-By-The-Sea does not act punitively or use fines as a "for-profit" mechanism. This is an incredibly positive sign for me.

I look forward to continued conversations, and I would like to offer my availability to you at any time for points of discussion you may have regarding all issues surrounding 230 Pine. This matter is currently the top priority in my life, and I approach our future conversations with excitement. For the first time in almost 3 years, there seems to be a possible light at the end of the tunnel.

Some Additional Information:

Eileen Suarez has been in contact with the City of Lauderdale By The Sea since June of 2022. Speaking and emailing with Bethany Banyas continuously. Trying to iron out all of the problems created by the "gentleman" mentioned above.

The property was cited for lack of maintenance in April 2023. The cited violations

- Uncut grass
- Untrimmed trees
- Cracked driveway
- The unlawful cutting of a tree by the neighbor to the rear as it was over the property line and interfering with the installation of their new fence without our permission, but we have the fine.

I would like to add the following information to the Board's consideration:

- The property is currently under contract for sale. The sale is scheduled to close on September 8th, 2023.
- In an effort to do everything in his power to get this out-of-hand situation that was created under control, the owner, Nicholas Rieck has already paid (out of his own personal funds) to the City, the sum of $20,600 which represents three fines, now paid in full. Mr. Rieck is in amicable to a fair settlement that will benefit the City, as well as himself, to pay the sum of $40,000 to settle the outstanding fines.
- If the fines are not reduced, the sale of the property may be delayed or even prevented. Which will be detrimental to all parties, the owners and the City.

CONCLUSION

I believe that the Board of Commissioners should reduce the fines on this property. I believe that this is the fair and equitable thing to do, and I believe that it will help to ensure that the sale of the property can proceed as planned.

Thank you for your time and consideration

Our contact information:

Nicholas Rieck

Phone: (314) 277-6508

Eileen Suarez

Email: nrieck@genesis-rx.com

Phone: (786) 587-3791

Thank you, sincerely, for your time and consideration. It is very deeply appreciated.

Best regards,

Nicholas Rieck

Eileen Suarez

David Fernandez, P.A.

Attorney at Law

September 1, 2023

Lauderdale-by-the-Sea
4501 North Ocean Drive
Lauderdale by the Sea, Fl. 33308

RE: *Engagement and Representation of Nicholas Rieck*

To whom this may concern,

I am providing this letter on behalf of my law firm, David Fernandez, P.A., located in Miami-Dade County, Florida. My law firm has been duly incorporated in the state of Florida since 2006 and I am a member in good standing of the Florida Bar.

My law firm was engaged by Mr. Nicholas Rieck in October of 2022 for the purpose of analyzing and managing the collective contractual obligations and his associated business relationships with Joacim Masvidal, Dominga Garcia and the Limited Liability Companies they co-own.

The property located in the township of Lauderdale by the Sea, 230 Pine Avenue, is currently under the management of Mr. Nicholas Rieck by agreement of the members of 827 NW 114 ST LLC, the legal title holder of said property. The agreement that facilitates Mr. Nicolas Rieck's takeover of the management of the property has been in place since approximately mid-June. The decision was made with all parties represented by counsel and establishes that Mr. Nicholas Rieck is empowered to action and make decisions on behalf of 827 NW 114 ST LLC,

Law Office of David Fernandez
One Southeast Third Avenue, Suite 2120 • Miami, Florida 33131
Office (305) 480-8788
Email: David@DavidFernandezLaw.com

specifically including, the business before the township of Lauderdale by the Sea in reference to 230 Pine Avenue. While Mr. Rieck must always abide by his fiduciary duty as a Member of the Company, he has the legal authority to bind, contract and otherwise unilaterally manage the Company and its assets.

Should you have any questions or need for further elaboration of any matter relating to my firm's representation of Mr. Nicholas Rieck, feel free to contact me telephonically at (305) 480-8788 or via email at David@DavidFernandezLaw.com.

Sincerely,

David M. Fernandez

Law Office of David Fernandez
One Southeast Third Avenue, Suite 2120 • Miami, Florida 33131
Office (305) 480-8788
Email: David@DavidFernandezLaw.com

205.20

BROWARD COUNTY UNIFORM BUILDING PERMIT APPLICATION

Revised 11-17-2022

~~$105.20~~

Select One Trade: [X] Building [ ] Electrical [ ] Plumbing [ ] Mechanical [ ] Other

Application Number: 23-014605 Application Date: 8/14/23

1

Job Address: 230 Pine Ave Unit: City: Lauderdale By The Sea

Tax Folio No.: 494318090110 Flood Zn: BFE: Floor Area: Job Value: $1000

Building Use: Residential Construction Type: Occupancy Group:

Present Use: Proposed Use:

Description of Work: Demo - INT. cabinets only NOT for the New structure - Permit only to satisfy the Code Comp.

[ ] New [ ] Addition [ ] Repair [ ] Alteration [X] Demolition [ ] Revision [ ] Other:

Legal Description: Golden Shores 44-37B Lot 11 [ ] Attachment

2

Property Owner: 827 NW 114th St LLC Phone: 786/587-3791 Email: eandpsuarez@yahoo.com

Owner's Address: 10860 SW 116 St. City: Miami State: Fl. Zip: 33176

3

Contracting Co.: All Building + Remodeling LLC Phone: 305-525-8939 Email: abc7285@yahoo.com

Company Address: 6800 E. 59th St. City: Hialeah State: FL Zip: 33012

Qualifier's Name: Raul Noa [ ] Owner-Builder License Number: CGC1512526.

4

Architect/Engineer's Name: Phone: Email:

Architect/Engineer's Address: City: State: Zip:

Bonding Company:

Bonding Company's Address: City: State: Zip:

Fee Simple Titleholder's Name (*If other than the owner*)

Fee Simple Titleholder's Name (*If other than the owner*) City: State: Zip:

Mortgage Lender's Name:

Mortgage Lender's Address: City: State: Zip:

BROWARD COUNTY UNIFORM BUILDING PERMIT APPLICATION

Job Address: 230 Pine Ave. Unit: _____ City: Lauderdale By The Sea

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

X NRieck
Signature of Property Owner or Agent (Including Contractor)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online notarization, this 13 day of August, 2023 by

NICHOLAS RIECK.
(Type/Print Property Owner or Agent Name)

Eileen Suarez
NOTARY'S SIGNATURE as to Owner or Agent's Signature

Notary Name EILEEN P. SUAREZ
(Print, Type or Stamp Notary's Name)

Personally Known ✓ Produced Identification ___

Type of Identification Produced ___

Notary Public State of Florida
Eileen P. Suarez
My Commission
HH 281502
Exp. 6/27/2026

X
Signature of Qualifier

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online notarization, this 13 day of August, 2023 by

RAUL NOA
(Type/Print Qualifier or Agent Name)

Eileen Suarez
NOTARY'S SIGNATURE as to Qualifier or Agent's Signature

Notary Name EILEEN P. SUAREZ.
(Print, Type or Stamp Notary's Name)

Personally Known ✓ Produced Identification ___

Type of Identification Produced ___

Notary Public State of Florida
Eileen P. Suarez
My Commission
HH 281502
Exp. 6/27/2026

APPROVED BY: _____ Permit Officer Issue Date: _____ Code in Effect: _____
FOR OFFICE USE ONLY FOR OFFICE USE ONLY FOR OFFICE USE ONLY

A jurisdiction may use a supplemental page requesting additional information and citing other conditions, please inquire.

Note: If any development work as described in FS 380.04 Sec. 2 a-g is to be performed, a development permit must be obtained prior to the issuance of a building permit.

G:\SHARED\Forms\Uniform Building Permit Application\2022 Broward County Uniform Building Permit Application.docx

GENERAL PLUMBING NOTES

1.ALL WORK SHALL CONFORM WITH ALL LOCAL, STATE, FEDERAL ORDINANCES AND BUILDING CODES GOVERNING THE INSTALLATION OF THE PLUMBING SYSTEM. IF WORK AS LAID OUT, INDICATED OR SPECIFIED IS CONTRARY TO OR CONFLICTS WITH LOCAL ORDINANCES, BUILDING CODES AND REGULATIONS, THE CONTRACTOR SHALL REPORT IN WRITING TO THE ARCHITECT/ENGINEER BEFORE SUBMITTING A BID. THE ARCHITECT/ENGINEER WILL THEN ISSUE INSTRUCTIONS AS HOW TO PROCEED.

2.THE DRAWINGS ARE TO BE CONSIDERED DIAGRAMATIC, NOT NECESSARILY SHOWING IN DETAIL OR TO SCALE ALL OF THE MINOR ITEMS UNLESS SPECIFIC DIMENSIONS ARE SHOWN, THE STRUCTURAL, ARCHITECTURAL AND SITE CONDITIONS SHALL GOVERN THE EXACT LOCATIONS. CONTRACTOR SHALL FOLLOW DRAWINGS IN LAYING OUT WORK, CHECK DRAWINGS OF ALL TRADES TO VERIFY SPACES IN WHICH WORK WILL BE INSTALLED AND MAINTAIN MAXIMUM HEAD ROOM, AND SPACE CONDITIONS AT ALL POINTS. WHERE HEAD ROOM, OR SPACE CONDITIONS APPEAR INADEQUATE, ARCHITECT/ ENGINEER SHALL BE NOTIFIED BEFORE PROCEEDING WITH INSTALLATION. THIS CONTRACTOR SHALL, WITHOUT EXTRA CHARGE, MAKE FIELD MODIFICATION IN LAYOUT AS NEEDED TO PREVENT CONFLICT WITH WORK OF VARIOUS TRADES OR FOR PROPER EXECUTION OF THE WORK.

3.EXAMINE ALL DRAWINGS CAREFULLY PRIOR TO SUBMITTING A BID. CONTRACTOR WILL BE REQUIRED TO FURNISH, INSTALL AND/OR CONNECT WITH APPROPRIATE SERVICES ALL PLUMBING ITEMS SHOWN ON ANY OF THE ARCHITECTURAL, AIR CONDITIONING, ELECTRICAL AND SPRINKLER DRAWINGS WITHOUT ADDITIONAL EXPENSE TO THE OWNER. IF DISCREPANCIES, CONFLICTS, INTERFERENCES OR OMISSIONS OCCUR BETWEEN DRAWINGS, NOTIFY IN WRITING THE ARCHITECT/ ENGINEER IN AMPLE TIME TO PERMIT REVISIONS BEFORE THE BIDS ARE SUBMITTED.

4.INSTALL MATERIALS AND EQUIPMENT IN A NEAT AND FIRST CLASS WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO DIRECT REMOVAL AND REPLACEMENT OF ITEMS WHICH, IN HIS OPINION, DO NOT PRESENT A NEAT AND WORKMANLIKE APPEARANCE. REMOVAL AND REPLACEMENT IS TO BE DONE IMMEDIATELY WHEN DIRECTED BY THE OWNER IN WRITING, AT THE SOLE EXPENSE OF CONTRACTOR.

5.START OF WORK BY CONTRACTOR SHALL BE CONSIDERED AS ACCEPTANCE BY HIM OF ALL CLAIMS OR QUESTIONS AS TO SUITABILITY OF THE WORK OF OTHER TRADES OR OTHER CONTRACTORS TO RECEIVE HIS WORK. THIS CONTRACTOR SHALL REMOVE AND REPLACE, AT HIS EXPENSE, ALL PLUMBING WORK WHICH MAY HAVE TO BE REMOVED BECAUSE OF INTERFERENCE WITH OTHER TRADES.

6.THIS CONTRACTOR SHALL OBTAIN AND PAY ALL INSURANCE, FEES, PERMITS, ASSOCIATION DUES, ROYALTIES AND TAXES OF WHATEVER NATURE SHALL APPLY TO THIS WORK. HE SHALL ALSO PAID ALL THE INSPECTION FEES AS MAY REQUIRED BY LAW OR ORDINANCE AND SHALL KEEP THE OWNER HARMLESS FROM ANY DAMAGE AND EXPENSE ARISING FROM ANY VIOLATION OF LAWS, RULES OR ORDINANCES.

7.PROVIDE MEANS "FURNISH AND INSTALL".

8.DO A COMPLETE JOB, EVERYTHING CONNECTED, READY FOR USE.

9.SHOP DRAWINGS: CONTRACTOR SHALL FURNISH THE ENGINEER WITH SHOP DRAWINGS OF EQUIPMENTS PRIOR TO PURCHASE FOR APPROVAL.

10.AT COMPLETION OF JOB THE PLUMBING CONTRACTOR SHALL GIVE THE OWNER AN AS-BUILT SET OF REPRODUCTIBLE SEPIAS SHOWING THE EXACT LOCATION OF ALL INSTALLATIONS.

11.PLUMBING CONTRACTOR SHALL PRESSURE TEST ALL PIPING AS REQUIRED BY CODE. TEST SHALL BE WITNESSED AND APPROVED BY PROPER AUTHORITIES.

12.THE PLUMBING CONTRACTOR SHALL WARRANT ALL WORKMANSHIP AND MATERIALS FOR ONE YEAR FROM THE DATE OF FINAL WORK ACCEPTANCE BY OWNER. ANY BREAKDOWN OCCURING IN FIRST YEAR SHALL BE REPAIRED AT NO EXPENSE TO THE OWNER.

13.PROVIDE BATHROOM FIXTURES AS SPECIFIED.

14.PROVIDE SHUT-OFF VALVE FOR EACH FIXTURE.

15.WHEREVER UNSIMILAR METALS ARE TO BE JOINED, A DI-ELECTRIC FITTING SHALL BE PROVIDED TO CONNECT BOTH TYPES OF PIPES.

16.PLUMBING CONTRACTOR SHALL PROVIDE AIR CONDITIONING CONDENSATE DRAIN AND TRAP. SEE AIR CONDITIONING PLANS FOR LOCATION OF UNITS AND DRAINS.

17.MATERIALS:
A.COLD WATER PIPING DOWNSTREAM OF WATER METER SHALL BE TYPE "L" COPPER BELOW GROUND AND TYPE "M" COPPER ABOVE GROUND.
B.COLD WATER PIPES INSIDE OF SLAB SHALL BE TYPE "K" SOFT COPPER INSTALL INSIDE POLYETHELYNE CONDUIT. NO JOINTS PERMITTED INSIDE SLAB.
C.SANITARY WASTE AND VENT 4"? AND SMALLER SHALL BE CAST IRON HUBLESS SOIL PIPE.
D.STORM LINES INSIDE BUILDING SHALL BE CAST IRON HUBLESS SOIL PIPE STORM LINES OUTSIDE BUILDING IN PARKING AREA SHALL BE CORRUGATED ALUMINUM PIPE.
E.IN COASTAL AREAS ALL SANITARY AND STORM PIPING OUTSIDE OF BUILDING SHALL BE SCHEDULE 40, PVC.
F.CONDENSTAE DRAIN PIPE SHALL BE SCHEDULE 40, PVC PIPE AND FITTINGS.
G.WATER HATER RELIEF AND DRAIN LINE SHALL BE TYPE "L" COPPER. 14

ELECTRICAL NOTES:

1. Contractor shall furnish all labor, materials and equipment for complete electrical installation in accordance with these drawings.
2. Comply with the N.E.C. 2017 and the 2020 Building Code 7th Edition
3. Provide empty conduits as required for telephone system.
4. Obtain all permits for work under this contract.
5. Provide temporary power and light outlets for use by other trades.
6. Provide all required connections for other trades.
7. Coordinate all outlet locations with building architectural features.
8. Contractor shall visit the site to familiarize himself with all existing conditions.
9. All cable shall be copper.
10. Indoor conduits shall be EMT or Romex.
11. All mounting hardware shall be by contractor.
12. Outdoor underground conduits shall be schedule 40 PVC. under paved areas it shall be encased in concrete. Minimum cover shall be 24 inches.

ARCHITECTURAL NOTES

THE CONTRACTOR SHALL INSPECT ALL EXISTING CONDITIONS, VERIFY ALL ON SITE DIMENSIONS, EQUIPMENT AND BUILDING SERVICE REQUIREMENTS PRIOR TO COMMENCEMENT OF WORK. ORIGINAL BUILDING PLANS SHOULD BE REVIEWED TO ASSESS THE ENTIRE SCOPE OF THE PROJECT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH ALL OTHER TRADES INCLUDING THE EXISTING STRUCTURAL ELEMENTS OF THE BUILDING

THE CONTRACTOR SHALL PROVIDE ALL ELEMENTS OF THE SYSTEMS AS INTENDED BY THE DESIGN TO RESULT IN COMPLETE AND WORKABLE SYSTEMS IN ACCORDANCE WITH ALL STATE AND LOCAL CODES, SAFETY STANDARDS AND GOVERNING ORDINANCES.

ALL FINISH MATERIALS CHOSEN FOR THIS SPACE WILL BE DETERMINED

ALL CONSTRUCTION SHALL CONFORM TO ALL CODE REGULATIONS AND RESTRICTIONS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEBRIS

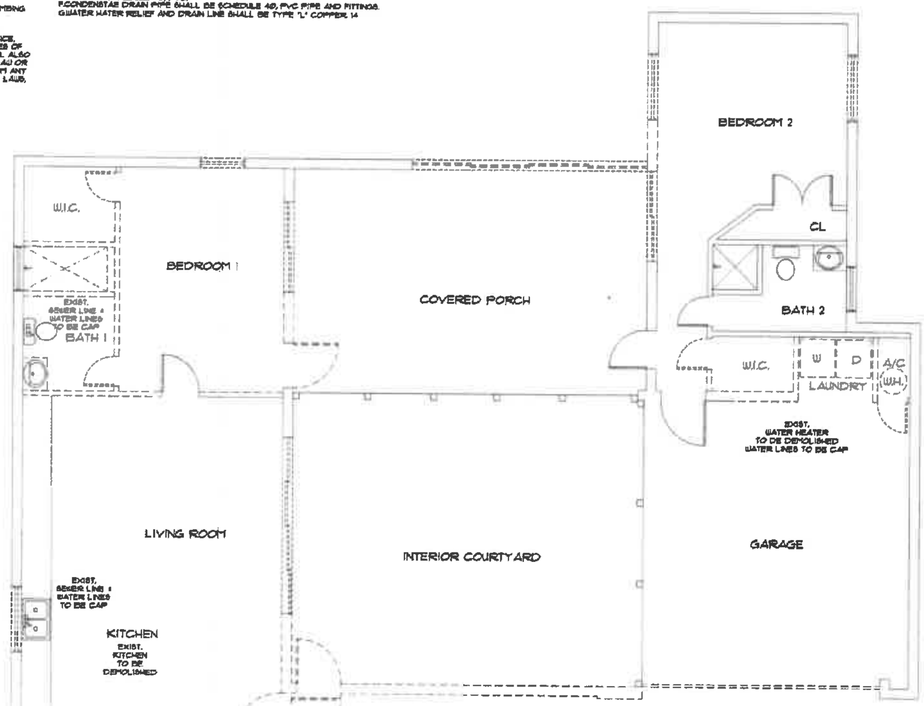
DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE FOR EXACT LOCATION OF OPENINGS.

ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH PROGRESS OF THE CONSTRUCTION.

REQUIRED INSURANCE SHALL BE PROVIDED BY CONTRACTOR FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK

CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTIONS AND TESTS.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON JOB PRIOR TO BEGINNING CONSTRUCTION. DIMENSIONS SHALL TAKE PRECEDENCE OVER DRAWINGS.



DEMOLITION PLAN

SCALE: 1/4" = 1'-0"

MECHANICAL NOTE:

ALL EXISTING MECHANICAL INSTALLATION TO BE REMOVED AS PART OF THIS DEMOLITION PERMIT. THIS WILL INCLUDED A/C UNITS, FAN, EXHAUST.

ELECTRICAL NOTE:

ALL EXISTING ELECTRICAL INSTALLATION TO BE REMOVED AS PART OF THIS DEMOLITION PERMIT. THIS WILL INCLUDE PANELS, WIRES AND CONDUITS.

PLUMBING NOTE:

ALL EXISTING PLUMBING INSTALLATION BE TO REMOVED AS PART OF THIS DEMOLITION PERMIT. CAP ALL LINES AS REQUIRED.

DESIGN NOTE:

ALL WORK DONE SHALL BE IN ACCORDANCE WITH THE " EXISTING FLORIDA BUILDING CODE 2020 7th EDITION"

MINIMUM FRAMESPREAD CLASSIFICATION

OCCUPANCY TYPE "R"
PROVIDE CLASS C FOR EXISTS & ACCESS
PROVIDE CLASS C FOR OTHER SPACES

OCCUPANCY CLASSIFICATION

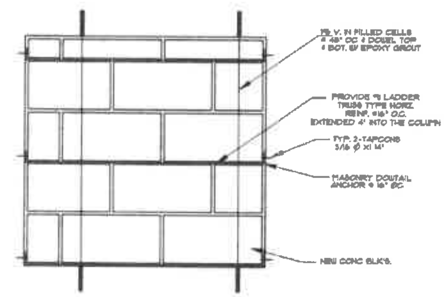
OCCUPANCY GROUP R-3 RESIDENTIAL

TYPE OF ALTERATION:

ALTERATION LEVEL 2

FIRE DESIGN NOTE:

ALL WORK DONE SHALL COMPLY WITH THE "FLORIDA FIRE PREVENTION CODE 8th EDITION"



DETAIL (DOOR & CLOSE WINDOW OPENING)

SCALE: NTS

GENERAL H.V.A.C. NOTES:

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT FOR A COMPLETE H.V.A.C. SYSTEM IN ACCORDANCE WITH THESE DRAWINGS, THE SOUTH FLORIDA BUILDING CODE AND THE LATEST EDITION OF THE FOLLOWING PUBLICATIONS:
A) ANS B9) MECHANICAL REFRIGERATION B) NFPA PAMPHLETS 90A & 91 C) SMACNA D) ASHRAE
2. ALL AIR CONDITIONING DUCTWORK SHALL BE 1-1/2 INCH STANDARD DUTY FOIL REINFORCED FIBERGLASS WITH MANUFACTURED LOGO PRINTED ON THE VAPOR BARRIER.
3. ALL EXHAUST DUCTWORK SHALL BE CODE GAGE GALVANIZED SHEET METAL.
4. DUCT SIZE SHOWN ARE NET FREE AREA.
5. ALL AIR DEVICES (DIFFUSERS, REGISTERS AND GRILLES) SHALL BE ALL ALUMINUM CONSTRUCTION, WITH EXPOSED SURFACE CHEMICALLY TREATED TO RECEIVE PAINT TO MATCH COLOR OR AIRGUIDE OR APPROVED EQUAL.
6. PROVIDE OPPOSED BLADE DAMPERS AT ALL DIFFUSERS AND REGISTERS.
7. PROVIDE TURNING VANES AND EXTRACTORS ALL ELBOWS AND TAKE OFFS.
8. THERMOSTATS SHALL BE COMBINATION COOLING/HEATING WITH SYSTEM COOL/AUTO/HEAT/OFF AND FAN ON/AUTO SELECTOR SWITCHES.
9. FAN COIL SHALL BE MOUNTED ON A STRUCTURAL STEEL BASE WITH CONTINUOUS STRIP OF ISOMODE AROUND ITS PERIMETER. CONDENSING UNIT SHALL BE ANCHORED TO ITS BASE PER MANUFACTURER'S SPECIFICATIONS.
10. REFRIGERANT PIPING SHALL BE COPPER TYPE "L" ARMAFLEX INSULATION SHALL BE PROVIDED FOR SUCTION LINES.
11. PROVIDE NEW FILTERS FOR FAN COIL BEFORE STARTING. THESE FILTERS MUST ALSO BE REPLACED PRIOR TO FINAL ACCEPTANCE BY OWNER.

REVISIONS		
NO	DATE	DESCRIPTION

ARCHITECT: RUBEN JUAN PUJOL
ARCHITECT. P.A. A.I.A AR # 0010458
12237 S.W 204 TERRACE
MIAMI, FL, 33161
Ph: (305) 968 2155
FAX: 305-253-7258

DEMOLITION PLAN

Ruben J Pujol:A01410C000 00177F38CA8470 00164D1

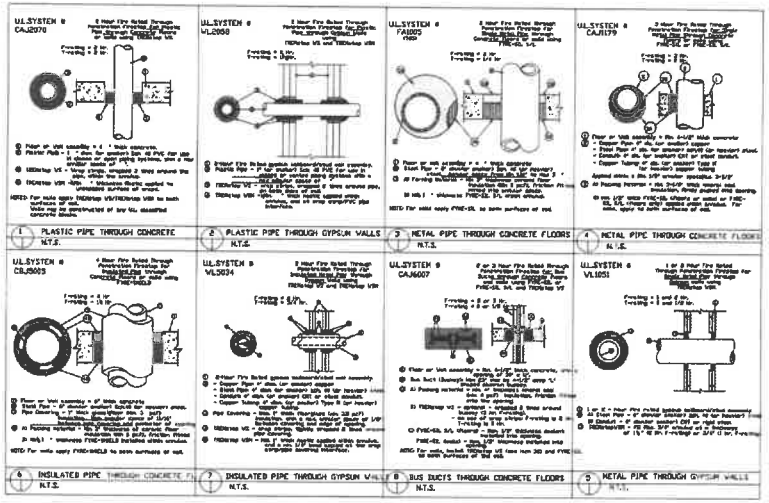
PROPOSED RENOVATION

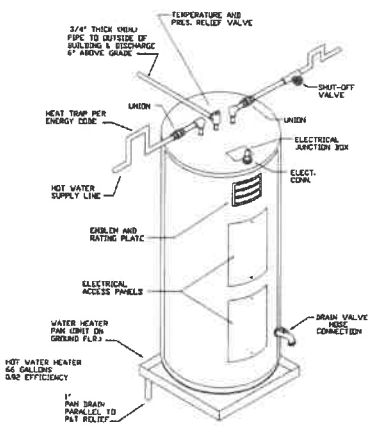
J&Y INVESTMENT CORP
2590 PALM AVENUE
LAUDERHILL, FL (305) 484-7814

DATE 03/08/21
SCALE AS SHOWN
DESIGNED
DRAWN WPP
CHECKED

DRAWING NO. A-1

SHEET 1 OF





HOT WATER HEATER DETAIL N.T.S.

FIXTURE CONNECTION SCHEDULE

ITEM	WASTE, SCH.	COLD WATER	HOT WATER
(WC) WATER CLOSET	3"	1/2"	3/4"
(WL) LAVATORY	1 1/2"	1/2"	3/4"
(SH) SHOWER	2"	1/2"	3/4"
(TUB) TUB	2"	1/2"	3/4"
(SK) KITCHEN SINK	1 1/2"	1/2"	3/4"
(RF) REFRIGERATOR	---	1/2"	-
(BT) BIDET	1 1/4"	1/2"	-
(SB) BAR SINK	1 1/2"	1/2"	-
HOSE BIBBS	---	1/2"	-

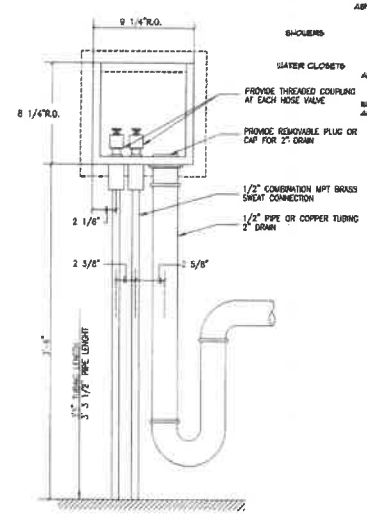
WATER TEMPERATURE LIMITING DEVICE:

THE HOT WATER SUPPLIED TO BATHTUBS AND WHIRLPOOL BATHTUBS SHALL BE LIMITED TO A MAXIMUM TEMPERATURE OF 120 DEGREES F (49 DEGREES C) BY A WATER TEMPERATURE LIMITING DEVICE THAT CONFORMS TO ASME A112.18.1, EXCEPT WHERE SUCH PROTECTION IS OTHERWISE PROVIDED BY A COMBINATION TUB/SHOWER VALVE IN ACCORDANCE WITH SECTION P2708.3.

MAXIMUM FLOW RATES AND CONSUMPTION FOR PLUMBING FIXTURES

PLUMBING FIXTURE	MAXIMUM FLOW RATE OR QUANTITY
LAVATORY, PUBLIC	0.5 GPM AT 60 PSI
SHOWER HEAD	1.5 GPM AT 60 PSI
SINK FAUCET	1.5 GPM AT 60 PSI
WATER CLOSET	1.28 GALLONS PER FLUSHING CYCLE

FIXTURE	APPROVAL (COMPLIANCE)
LAVATORIES	LAVATORIES SHALL CONFORM TO ASME A112.19.2, ASME A112.19.3M, ASME A112.19.14, ASME A112.18.1, CSA B483.1, CSA B483.2, CSA B483.3 OR CSA B45.4
SHOWERS	SHOWERS SHALL CONFORM TO ASME A112.19.2, ASME A112.19.3M OR CSA B483.1
WATER CLOSETS	WATER CLOSETS SHALL CONFORM TO ASME A112.19.2, ASME A112.19.14, CSA B45.1, CSA B45.4 OR CSA B45.5 WATER CLOSETS SHALL CONFORM TO THE HYDRAULIC REQUIREMENTS OF ASME A112.19.6 WATER CLOSET TANKS TANKS SHALL CONFORM TO ANSI Z124.4, ASME A112.19.2, ASME A112.19.14, CSA B45.1, CSA B45.4, ASME B45.5. ELECTRO-HYDRAULIC WATER CLOSETS SHALL COMPLY WITH ASME A112.19.13



WEBER JARCO 1500-60"

WASHING MACHINE SUPPLY ? DRAIN GUY GRAY MODEL "FB-200" OR "T-200"

N.T.S.

LEGEND

SYMBOL	DESCRIPTION
— - —	COLD WATER PIPE (CW)
— - —	HOT WATER PIPE (HW)
—G—	GAS PIPE
—⊳⊲—	GATE VALVE
—(V)—	PLUG VALVE
+|	HOSE BIBB (W/VACUM BREAKER)
	CONNECT NEW TO EXISTING
BTUH	BRITISH THERMAL UNITS PER HOUR
CW	COLD WATER
HB	HOSE BIBB
HW	HOT WATER
P & T	PRESSURE & TEMPERATURE
TBR	TO BE REMOVED
— - - —	HOT WATER RETURN
TYP	TYPICAL
X-	PREFIX INDICATES EXISTING

GENERAL PLUMBING NOTES

1.ALL WORK SHALL CONFORM WITH ALL LOCAL, STATE, FEDERAL ORDINANCES AND PLUMBING BUILDING CODE 2017 6TH EDITION GOVERNING THE INSTALLATION OF THE PLUMBING SYSTEM. IF WORK AS LAID OUT, INDICATED OR SPECIFIED IS CONTRARY TO OR CONFLICT WITH LOCAL ORDINANCES, BUILDING CODES AND REGULATIONS THE CONTRACTOR SHALL REPORT IN WRITING TO THE ARCHITECT/ENGINEER BEFORE SUBMITTING A BID. THE ARCHITECT/ENGINEER WILL THEN ISSUE INSTRUCTIONS AS HOW TO PROCEED.

2.THE DRAWINGS ARE TO BE CONSIDERED DIAGRAMATIC, NOT NECESSARILY SHOWING IN DETAIL OR TO SCALE ALL OF THE MINOR ITEMS. UNLESS SPECIFIC DIMENSIONS ARE SHOWN, THE STRUCTURAL, ARCHITECTURAL AND SITE CONDITIONS SHALL GOVERN THE EXACT LOCATIONS. CONTRACTOR SHALL FOLLOW DRAWINGS IN LAYING OUT WORK. CHECK DRAWINGS OF ALL TRADES TO VERIFY SPACES IN WHICH WORK WILL BE INSTALLED AND MAINTAIN MAXIMUM HEAD ROOM, AND SPACE CONDITIONS AT ALL POINTS. WHERE HEAD ROOM, OR SPACE CONDITIONS APPEAR INADEQUATE, ARCHITECT/ENGINEER SHALL BE NOTIFIED BEFORE PROCEEDING WITH INSTALLATION. THE CONTRACTOR SHALL WITHOUT EXTRA CHARGE, MAKE FIELD MODIFICATION IN LAYOUT AS NEEDED TO PREVENT CONFLICT WITH WORK OF VARIOUS TRADES OR FOR PROPER EXECUTION OF THE WORK.

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8.DO A COMPLETE JOB, EVERYTHING CONNECTED, READY FOR USE.

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B.COLD WATER PIPES INSIDE OF SLAB SHALL BE TYPE "K" SOFT COPPER INSTALL INSIDE POLYETHELYNE CONDUIT, NO JOINTS PERMITTED INSIDE SLAB.

C.SANITARY WASTE AND VENT 4" AND SMALLER SHALL BE CAST IRON HUBLESS SOIL PIPE.

D.STORM LINES INSIDE BUILDING SHALL BE CAST IRON HUBLESS SOIL PIPE STORM LINES OUTSIDE BUILDING IN PARKING AREA SHALL BE CORRUGATED ALUMINUM PIPE.

E.IN COASTAL AREAS ALL SANITARY AND STORM PIPING OUTSIDE OF BUILDING SHALL BE SCHEDULE 40, PVC.

F.CONDENSATE DRAIN PIPE SHALL BE SCHEDULE 40, PVC PIPE AND FITTINGS.

G.WATER HATER RELIEF AND DRAIN LINE SHALL BE TYPE "L" COPPER. 14

REVISIONS

NO	DATE	DESCRIPTION

ARCHITECT: RUBEN JUAN PUJOL
ARCHITECT, P.A. AIA AR # 0010458
12237 SW 204 TERRACE
MIAMI, FL. 33161
PH: (305) 968 2155
FAX: 305-253-7258

Digitally signed by Ruben J Pujol
Date: 2021.08.27 10:52:44 -04'00'

PLUMBING PLAN

PROPOSED RENOVATION

J&Y INVESTMENT CORP
230 PINE AVENUE
LAUDERHILL, FL (305) 484-7814

DATE 08/05/21
SCALE AS SHOWN
DESIGNED
DRAWN MPP
CHECKED

DRAWING NO. P-1

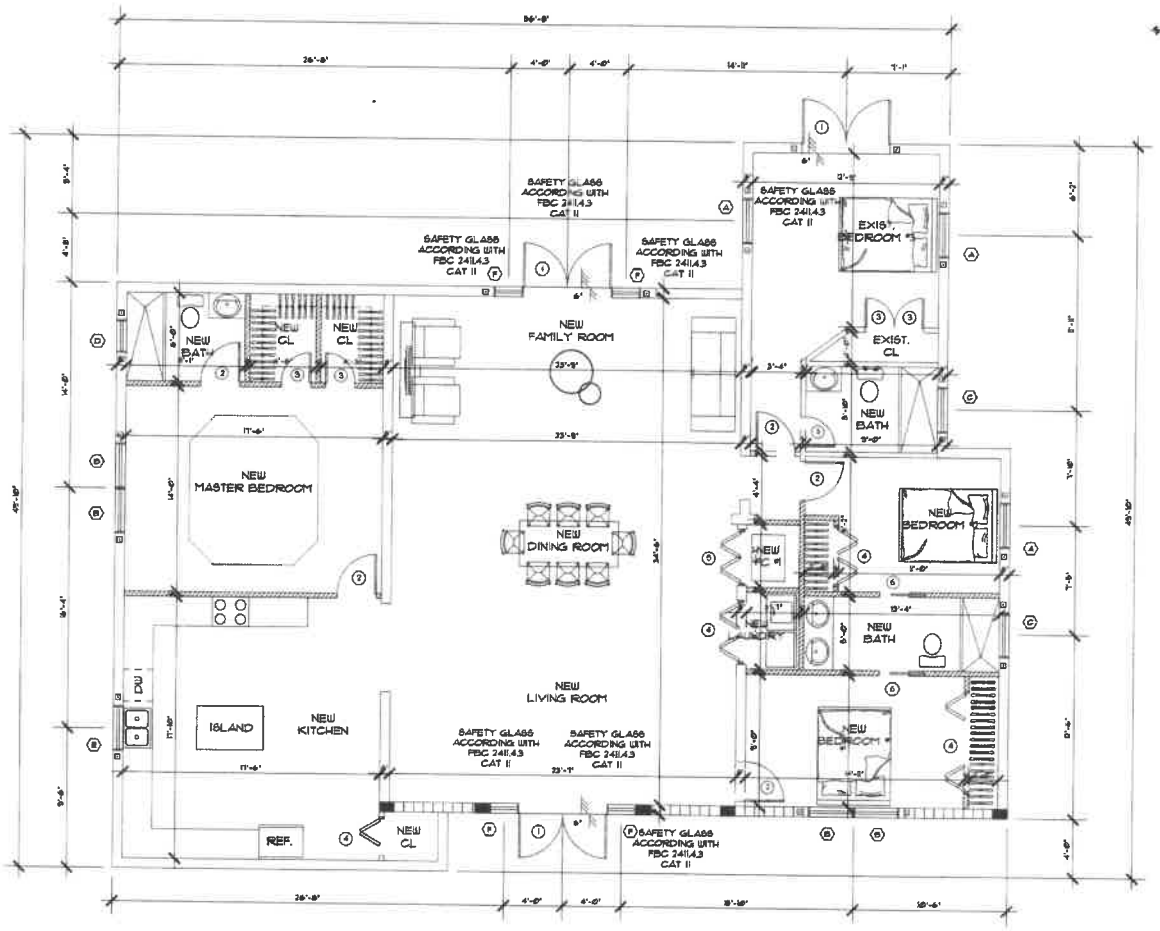
SHEET 1 OF

DOOR SCHEDULE

MARK	SIZE	TH	TYPE	MATERIAL	FRAME	REMARKS
1	2'-3"X7'-0"X1 - 3/4"	-	FRENCH	ALUM & GL.	ALUM	IMPACT RESISTANCE 1/2" THRESHOLD ALUM.
2	2'-6"X6'-8"X1 - 3/4"	-	PANELED	H. C. WD	WOOD	
3	2'-0"X6'-8"X1 - 3/4"	-	PANELED	H. C. WD	WOOD	
4	2'-0"X6'-8"X1 - 3/4"	-	BY-FOLD	H. C. WD	WOOD	
5	2'-0"X6'-8"X1 - 3/4"	-	BY-FOLD	H. C. WD	WOOD	FULL LOUVER DOOR
6	2'-6"X6'-8"X1 - 3/4"	-	POCKET	H. C. WD	WOOD	

WINDOWS SCHEDULE IMPACT (0.50 SHGC & 0.55 U-FACTOR)

MARK	MODEL/TYPE	MATERIAL	TINT/THICKNESS	REMARKS
A	24HR	ALUM & GLASS	WHITE TINTED	37"50-5/8
B	25HR	ALUM & GLASS	WHITE TINTED	37"x63"
C	22HR	ALUM & GLASS	WHITE TINTED	37"x26"
D	1/2 32HR	ALUM & GLASS	WHITE TINTED	26-1/2"X26"
E	23HR	ALUM & GLASS	WHITE TINTED	37"X38-3/8"
F	FIXED	ALUM & GLASS	WHITE TINTED	18"X-84"

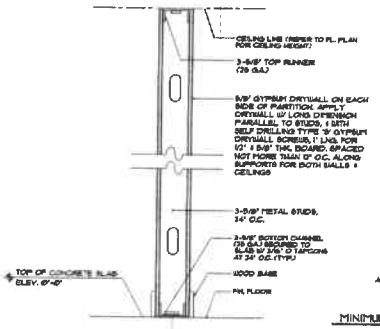


PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

WALL LEGEND:

- INDICATES EXIST. 8"x8"x16" MASONRY UNITS
- INDICATES NEW 8"x8"x16" MASONRY UNITS
- INDICATES NEW 3-5/8" METAL STUDS PARTITION (FULL HGT. WALL) WITH 5/8" DRYWALL FINISH EACH SIDE. 5/8" MTL. STUDS @ 24" O.C.



METAL STUD PARTITION DTL. 1-1/2"

NOTE:

THE FIBER-CEMENT, FIBER MAT REINFORCED CEMENTITIUS BACKER UNITS, GLASS MAT GYPSUM BACKERS AND FIBER-REINFORCED GYPSUM BACKER, PER STANDARDS, AND INSTALLED AS PER MANUFACTURE'S RECOMMENDATIONS, SHALL BE USED AS BACKERS FOR WALL TILE IN TUB AND SHOWER AREAS AND WALL PANELS IN SHOWER AREAS FBC R702.4.2

NOTE:

BATHTUB AND SHOWER FLOORS AND WALLS ABOVE BATHTUBS WITH INSTALLED SHOWER HEADS AND IN SHOWER COMPARTMENT SHALL BE FINISHED WITH A NONABSORBENT SURFACE EXTENDED TO A HEIGHT OF NOT LESS THAN 6 FT ABOVE FLOOR FBC R307.3

FINISH SPECIFICATIONS:

GYPSUM WALLBOARD AND FRAMING

COMPLY - NATIONAL GYPSUM CO BULLETIN S-211 OR U.S. GYPSUM CO. HANDBOOK (LATEST EDICION) GUIS AND STUDS ARE SHOWN NOMINAL DIMENSIONS, FINISH TAPE AND SAND ALL JOINTS.
FIRE RATED: 1 HOUR.

CERAMIC TILE

(MPR. DALTILE) COMPLY WITH ANSI SPEC5 DRY-SET WITH FLAT TOP, GROUP HYDROPHYL. ALL SET TRENCH GRAY' PORLAND CEMENT FLOOR 8" X 8" VITRESTONE SERIES COLOR: 1984 "ABA ROSE" ONE SEAL COAT, BULLNOSE TRIM, (IN RESTROOM DOOR OPENING) COLOR SAME AS FLOORING CERAMIC BASE 4" X 8" 9984 "ABA ROSE" P-3481 COVE

INSULATION NOTE:

ALL INSULATION MATERIAL TO HAVE A FLAME SPREAD INDEX OF NOT MORE THAN 75 AND A SMOKE-DEVELOPED INDEX NOT TO EXCEED 450 FBC R302.10.1

WALL & CEILING FINISHES NOTE:

WALL AND CEILING FINISHES SHALL HAVE A FLAME-SPREAD CLASSIFICATION OF NOT GREATER THAN 200 AND A SMOKE DEVELOPED INDEX NOT GREATER THAN 450 AS PER ASTM E-84 OR UL 723. FBCR 307.3

ATTIC VENTILATION NOTE:

ATTIC VENTILATION MUST BE COVERED WITH SCREENING OPENING AND THE SCREEN SHALL BE NOT LESS THAN 1/16 AND NOT MORE THAN 1/4"

ARCHITECTURAL NOTES

THE CONTRACTOR SHALL INSPECT ALL EXISTING CONDITIONS, VERIFY ALL ON SITE DIMENSIONS, EQUIPMENT AND BUILDING SERVICE REQUIREMENTS PRIOR TO COMMENCEMENT OF WORK. ORIGINAL BUILDING PLANS SHOULD BE REFERENCE TO ASSESS THE ENTIRE SCOPE OF THE PROJECT

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH ALL OTHER TRADES INCLUDING THE EXISTING STRUCTURAL ELEMENTS OF THE BUILDING

THE CONTRACTOR SHALL PROVIDE ALL ELEMENTS OF THE SYSTEMS AS INTENDED BY THE DESIGN TO RESULT IN COMPLETE AND WORKABLE SYSTEMS IN ACCORDANCE WITH ALL STATE AND LOCAL CODES, SAFETY STANDARDS AND GOVERNING ORDINANCES

ALL FINISH MATERIALS CHOSEN FOR THIS SPACE WILL BE DETERMINED

ALL CONSTRUCTION SHALL CONFORM TO ALL CODE REGULATIONS AND RESTRICTIONS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEBRIS

DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE FOR EXACT LOCATION OF OPENINGS.

ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH PROGRESS OF THE CONSTRUCTION

REQUIRED INSURANCE SHALL BE PROVIDED BY CONTRACTOR FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK

CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTIONS AND TESTS.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON JOB PRIOR TO BEGINNING CONSTRUCTION. DIMENSIONS SHALL TAKE PRECEDENCE OVER DRAWINGS.

AREA CALCULATIONS:

NEW A/C SPACE (FIRST FLOOR) 2,300.00 SQUARE FEET

FIRE RATED: 1 HOUR

FLOOR FINISHING
EXPOSED CONCRETE
FIRE RATED: 3 HOURS

FIRE DESIGN NOTE:

ALL WORK DONE SHALL COMPLY WITH THE "FLORIDA FIRE PREVENTION CODE 6th EDITION"

DESIGN NOTE:

ALL WORK DONE SHALL BE IN ACCORDANCE WITH THE "FLORIDA BUILDING CODE 2020 7th EDITION"

MINIMUM FRAMESPREAD CLASSIFICATION

OCCUPANCY TYPE 'R'
PROVIDE CLASS B FOR EXITS & ACCESS
PROVIDE CLASS C FOR OTHER SPACES

OCCUPANCY CLASSIFICATION

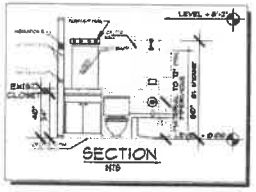
OCCUPANCY GROUP R-2 RESIDENTIAL

TYPE OF CONSTRUCTION:

TYPE OF CONSTRUCTION V

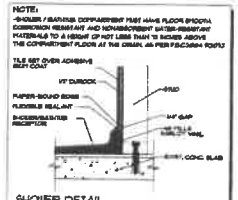
U-FACTOR SHGC & R VALUE

U-FACTOR = 0.55
SHGC = 0.45
WALL R VALUE = 13 R ROOF 30

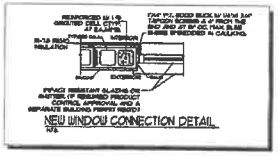


SECTION
NTS

NOTE:
-SHOWER / BATHTUB COMPARTMENT MUST HAVE FLOOR SHOWN CORROSION RESISTANT AND NONABSORBENT WATER-RESISTANT MATERIALS TO A HEIGHT OF NOT LESS THAN 70 INCHES ABOVE THE COMPARTMENT FLOOR AT THE DRAIN. AS PER FBC2409.1 R307.2



SHOWER DETAIL
SCALE: 1/2" = 1'-0"



NEW WINDOW CONNECTION DETAIL
NTS

REVISIONS

NO	DATE	DESCRIPTION

ARCHITECT: RUBEN JUAN PUJOL
ARCHITECT. P.A. A.I.A AR # 0010458
12231 SW 204 TERRACE
MIAMI, FL 33161
PH: (305) 968 2255
FAX: 305-253-1258

Ruben J. Pujol A01410C000001 77F38CA847000164D 1
Digitally signed by Ruben J Pujol A01410C000001 77F38CA847000164D1
Date: 2021.09.23 17:52:56 -04'00'

FLOOR PLAN

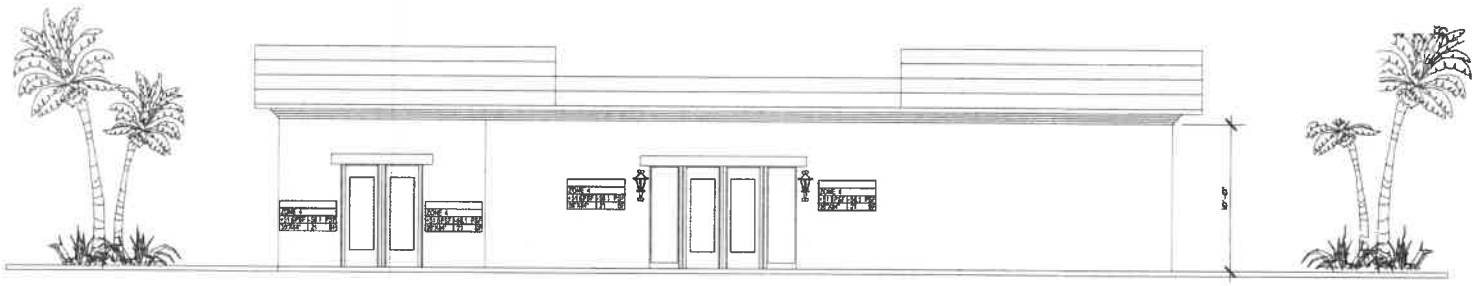
PROPOSED RENOVATION

J&Y INVESTMENT CORP
230 PINE AVENUE
LAUDERHILL, FL (305) 484-7814

DATE 08/08/21
SCALE AS SHOWN
DESIGNED
DRAWN WPP
CHECKED

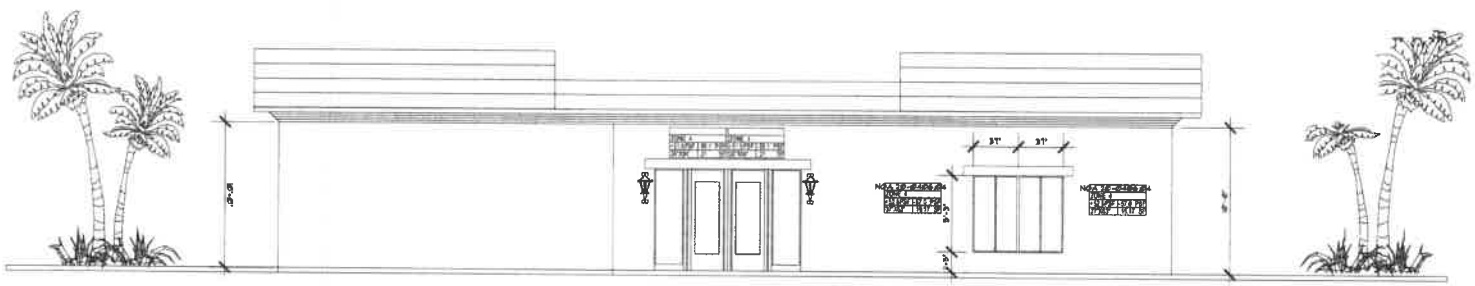
DRAWING NO. A-2

SHEET OF



REAR ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

REVISIONS		
NO	DATE	DESCRIPTION

ARCHITECT: RUBEN JUAN PUJOL
ARCHITECT, P.A. A.I.A. AR # 0010458
12231 SW 204 TERRACE
MIAMI, FL. 33161
PH: (305) 968 2155
FAX: 305-253-1258

ELEVATION

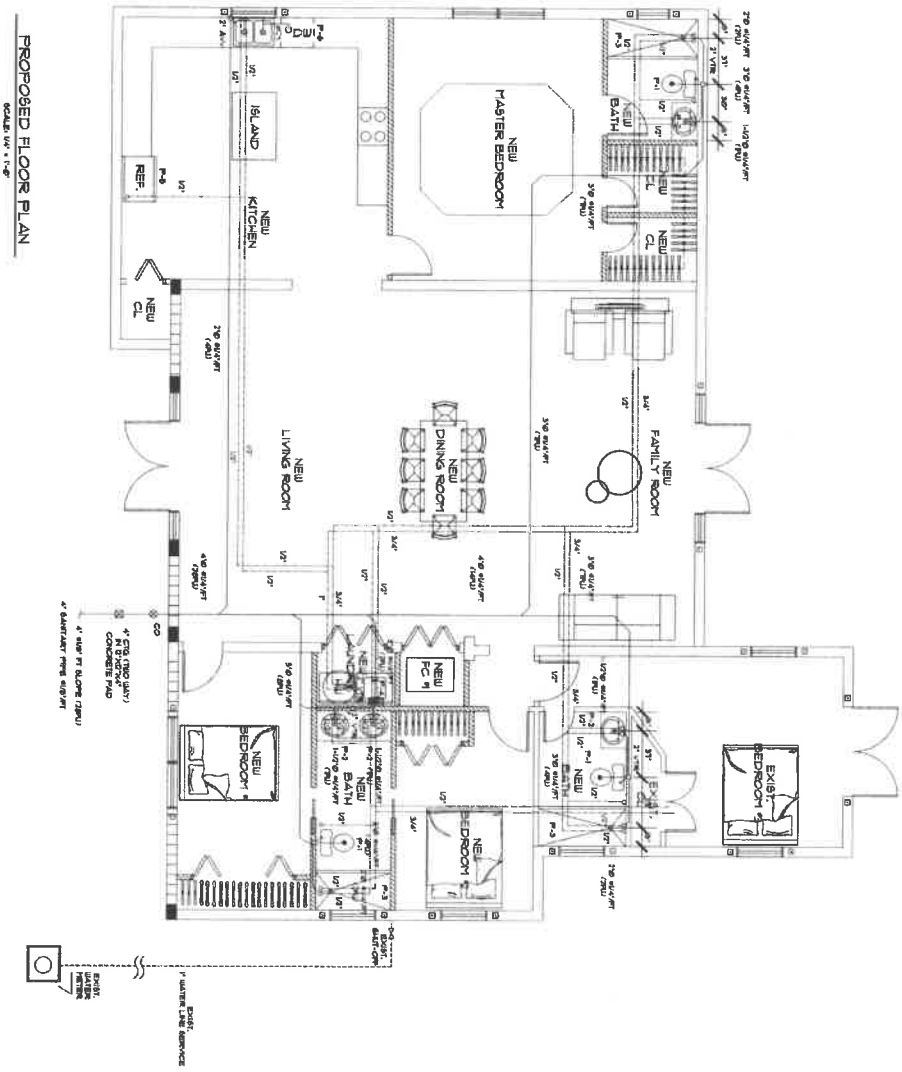
PROPOSED RENOVATION

J&Y INVESTMENT CORP
230 PINE AVENUE
LAUDERHILL, FL (305) 484-7814

DATE 08/06/21
SCALE AS SHOWN
DESIGNED
DRAWN VRP
CHECKED

DRAWING NO.
A-3

SHEET 1 OF 1



PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

PROPOSED RENOVATION

J&Y INVESTMENT CORP
230 PINE AVENUE
LAUDERHILL, FL (305) 484-7814

PLUMBING PLAN

Ruben J. Pujol
Architect
Ruben J. Pujol
410CR000P 000001FSIC
0117F33C AR0010458
0-8847000 2017F023
0-8847001 160CH 06 HI

ARCHITECT: RUBEN JUAN PUJOL
ARCHITECT. P.A. A.I.A AR # 0010458
12237 S.W 204 TERRACE
MIAMI, FL. 33161
Ph: (305) 968 2155
FAX: 305-253-7258

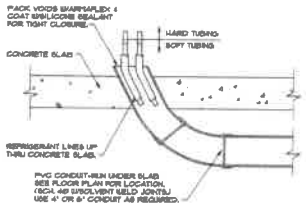
NO	DATE	DESCRIPTION

REVISIONS

DATE: 08/08/2017
SCALE: AS SHOWN
DESIGNED
DRAWN
CHECKED

DRAWING NO. P-1

SHEET 1 OF



REFRIGERANT LINE CONDUIT DETAIL
n.t.s.

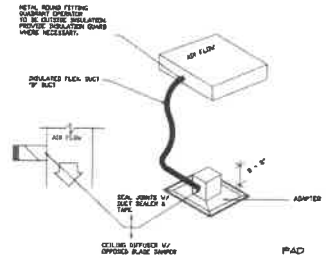
NOTES:
1. CONCEALED OR NON REMOVABLE JOINTS SHALL NOT BE INSTALLED BELOW THE SLAB.
2. P.V.C. SCH. 40 SLEEVE SHALL BE 2" LARGER THAN THE PIPE INSULATION ENCASED, HAVING AN ANGLE NO GREATER THAN 45 DEGREES WITH THE ENCASED REFRIGERANT PIPING. REMOVABLE FOR REPLACEMENT.

HVAC DESIGN CRITERIA		
HVAC DESIGN REQUIRES:	YES	NO
DUCT SMOKE DETECTOR		X
FIRE DAMPERS		X
SMOKE DAMPER (S)		X
FIRE RATED ENCLOSURE		X
FIRE RATED ROOF CEILING ASSEMBLY		X
FIRE STOPPING		X
SMOKE CONTROL		X

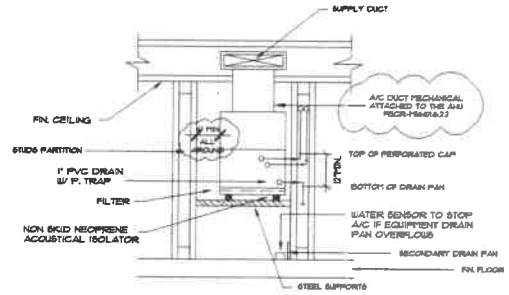
M4413 Location and protection of refrigerant piping.

Refrigerant piping installed within 1/2 inches (38 mm) of the underside of roof decks shall be protected from damage caused by nails and other fasteners.

M4418 Locking access port caps.
Refrigerant circuit access ports installed outdoors shall be fitted with locking-type tamper-resistant caps or shall be otherwise secured to prevent unauthorized access



FLEXIBLE DUCT CONNECTION DETAIL
N.T.S.



A/C CLOSET INSTALLATION n.t.s.

A/C NOTE:
A/C MUST HAVE PROGRAMMABLE THERMOSTAT

A/C NOTE:
DUCTWORK INSULATION R-6

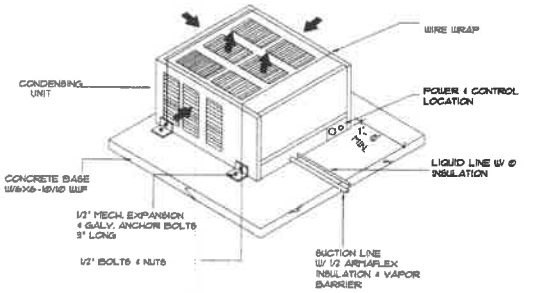
A/C STATIC PRESSURE
1.25" S.P. WATER GAUGE

AUXILIARY DRAIN PAN
AUXILIARY DRAIN PAN SHALL HAVE A MINIMUM DEPTH OF 1-1/2" AND SHALL NOT BE LESS THAN 3" LARGER THAN UNIT OR COIL DIMENSIONS IN WIDTH AND LENGHT AND SHALL BE CONSTRUCTED OF NOT LESS THAN 24 GAUGE GALVANIZED SHEET METAL.

REFRIGERANT NOTE:
REFRIGERANT SUCTION LINE TO BE INSULATED WITH INSULATION HAVING A THERMAL RESISTIVITY OF AT LEAST R-4 AND HAVING AN EXTERNAL PERMEANCE NOT EXCEEDING 0.05 PERM WHEN TESTED IN ACCORDANCE WITH ASTM E 96

FAN-COIL															
DESIGNATION	CFM/ BA	BTUH		ENTERING "F"		ELECTRICAL DATA					REF. (DAIKIN)	CIRS		
		TOTAL	SENSIBLE	W.B.	D.B.	VOLTS	PHASES	HTG KW	FUSES		UNIT (OR APPVD. EQUAL)	LIQ.	SUCT.	COND.
FC-1	2000	56500	38200	67	80	230	1	10	45	60	RCHJ-61A1	3/8"	1-1/8"	2"

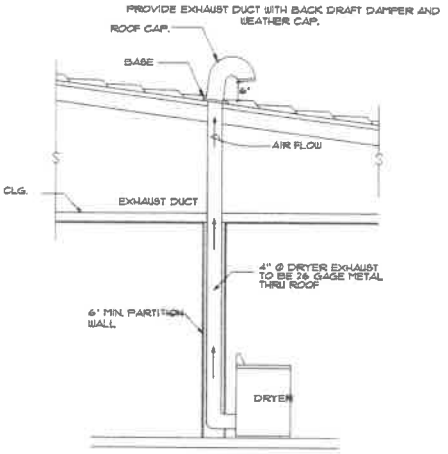
CONDENSING UNIT									
DESIGNATION	BTUH	TEMP. ENT. CONDENSER	ELECTRICAL DATA				REF. (DAIKIN)	CIRS	AREA SERVED
			VOLTS	PHASES	WIRE AMPS	FUSES	UNIT		
CU-1	56500	95	230	1	32	50	RAPC-060JA	SEER = 16.00	RESIDENCE



NOTE:
SEAL ENTRANCE OF REFRIGERANT LINES INTO PVC PIPE W/IMPERMEABLE, RESILIENT MATERIAL (SEE DETAIL).

CONDENSING UNIT NOTE:
CONDENSING UNIT HAS BEEN DESIGNED AND IS TO BE INSTALLED TO RESIST THE WIND PRESSURE DETERMINED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE FMC 301.8

C.U. MOUNTING DETAIL n.t.s.

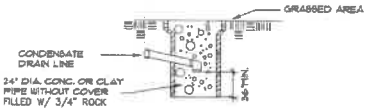


DRYER EXHAUST DUCT-DETAIL
N.T.S.

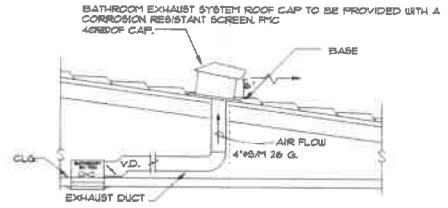
GENERAL H.V.A.C. NOTES:

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT FOR A COMPLETE H.V.A.C. SYSTEM IN ACCORDANCE WITH THESE DRAWINGS, THE SOUTH FLORIDA BUILDING CODE AND THE LATEST EDITION OF THE FOLLOWING PUBLICATIONS: A) ANSI 691 MECHANICAL REFRIGERATION B) NFPA PAMPHLETS 90A & 91 C) SMACNA D) ASHRAE.
2. ALL AIR CONDITIONING DUCTWORK SHALL BE 1-1/2 INCH STANDARD DUTY FOIL REINFORCED FIBERGLASS WITH MANUFACTURED LOGO PRINTED ON THE VAPOR BARRIER.
3. ALL EXHAUST DUCTWORK SHALL BE CODE GAGE GALVANIZED SHEET METAL.
4. DUCT SIZE SHOWN ARE NET FREE AREA.
5. ALL AIR DEVICES (DIFFUSERS, REGISTERS AND GRILLES) SHALL BE ALL ALUMINUM CONSTRUCTION, WITH EXPOSED SURFACE CHEMICALLY TREATED TO RECEIVE PAINT TO MATCH COLOR OR ARGLIDE OR APPROVED EQUAL.
6. PROVIDE OPPOSED BLADE DAMPERS AT ALL DIFFUSERS AND REGISTERS.
7. PROVIDE TURNING VANES AND EXTRACTORS ALL ELBOWS AND TAKE OFFS.
8. THERMOSTATS SHALL BE COMBINATION COOLING/ HEATING WITH SYSTEM COOL/AUTO/HEAT/OFF AND FAN ON/AUTO SELECTOR SWITCHES.
9. FAN COIL SHALL BE MOUNTED ON A STRUCTURAL STEEL BASE WITH CONTINUOUS STRIP OF ISOMODE AROUND ITS PERIMETER. CONDENSING UNIT SHALL BE ANCHORED TO ITS BASE PER MANUFACTURER'S SPECIFICATIONS.
10. REFRIGERANT PIPING SHALL BE COPPER TYPE "L" ARMAFLEX INSULATION SHALL BE PROVIDED FOR SUCTION LINES.
11. PROVIDE NEW FILTERS FOR FAN COIL BEFORE STARTING. THESE FILTERS MUST ALSO BE REPLACED PRIOR TO FINAL ACCEPTANCE BY OWNER.

AHU UNIT NOTE:
CONDENSATE DRAIN PIPE TO BE TRAPPED AND VENTED AS REQUIRED BY THE A/C MANUFACTURE 2014 FMC-307.2.4



CONDENSATE DRAIN DRY WELL n.t.s.



EXHAUST FAN & DUCT-DETAIL
N.T.S.

REVISIONS

NO	DATE	DESCRIPTION

ARCHITECT: RUBEN JUAN PUJOL
ARCHITECT. P.A. A.I.A. AR # 0010458
12231 S.W. 204 TERRACE
MIAMI, FL. 33161
PH: (305) 968 2155
FAX: 305-253-1258

MECHANICAL PLAN

Ruben J. Pujol 0401 410C0000 0177F38C A8470001 64D1

PROPOSED RENOVATION
J&Y INVESTMENT CORP
230 PINE AVENUE
LAUDERHILL, FL (305) 484-7814

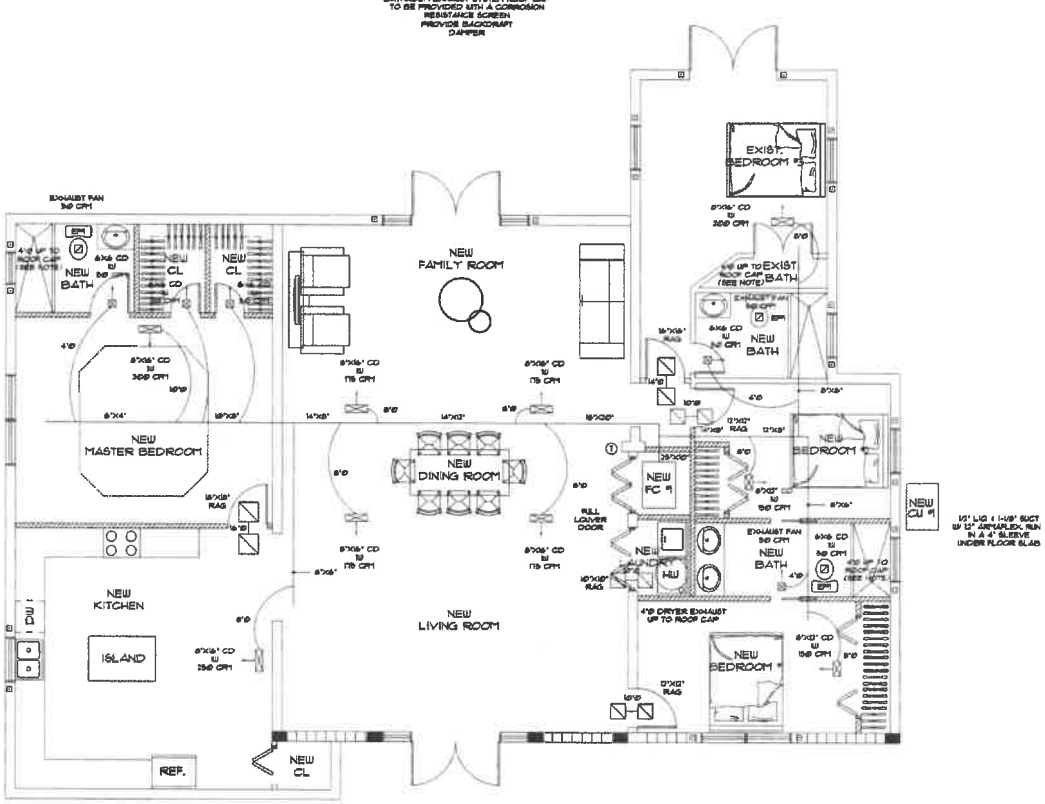
DATE 06/08/21
SCALE AS SHOWN
DESIGNED
DRAWN WPP
CHECKED

DRAWING NO. M-2

SHEET OF

EXHAUST FAN NOTE

BATHROOM EXHAUST SYSTEM ROOF CAP TO BE PROVIDED WITH A CORROSION RESISTANCE SCREEN PROVIDE BACKDRAFT DAMPER



MECHANICAL PLAN

SCALE: 1/4" = 1'-0"

FAN SCHEDULE

FAN #	MANUFACTURER AND MODEL NO.	RPM	HP	CFM @ S.P.	ELECT. VOLTS/PH/Hz	DIMENSIONS (WxLxH) (IN.)	WEIGHT LBS.	REMARKS
EF1	BROAN 670	1171	0.25	50 @ 1.5"	115/1/60	27"x21"	6	REFER TO PLAN

REVISIONS

NO.	DATE	DESCRIPTION

ARCHITECT: RUBEN JUAN PUJOL
ARCHITECT. P.A. A.I.A AR # 0010458
12231 SW 204 TERRACE
MIAMI, FL. 33161
PH: (305) 968 2255
FAX: 305-253-1258

Ruben Juan Pujol
Digitally signed by Ruben Juan Pujol
CA84700 0164D1
2021.09.22 17:58:26-04'00'

MECHANICAL PLAN

PROPOSED RENOVATION

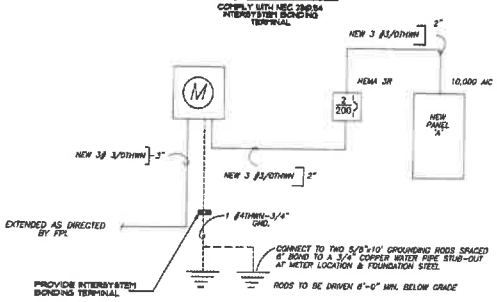
J&Y INVESTMENT CORP
230 PINE AVENUE
LAUDERHILL, FL (305) 484-7814

DATE 08/08/21
SCALE AS SHOWN
DESIGNED
DRAWN
CHECKED

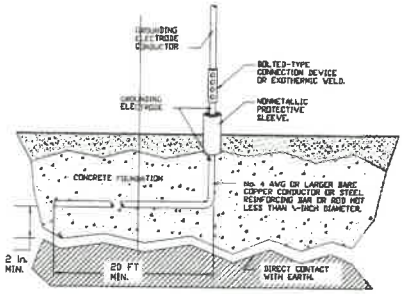
DRAWING NO. M-1

SHEET 1 OF

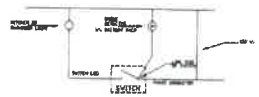
ELECTRICAL NOTE:
COMPLY WITH NEC 250.94 INTERSYSTEM BONDING TERMINAL



ELECTRIC RISER DIAGRAM n.t.s.



ENCASED GROUNDING ELECTRODE DETAIL



SMOKE DETECTOR CONNECTION DETAIL

ELECTRICAL LEGEND

- DUPLEX RECEPTACLE
- HALF SWITCHED, DUPLEX RECEPTACLE
- TOGGLE SWITCH
- TELEPHONE OUTLET
- TV OUTLET
- CEILING LIGHT

ELECTRICAL NOTES:

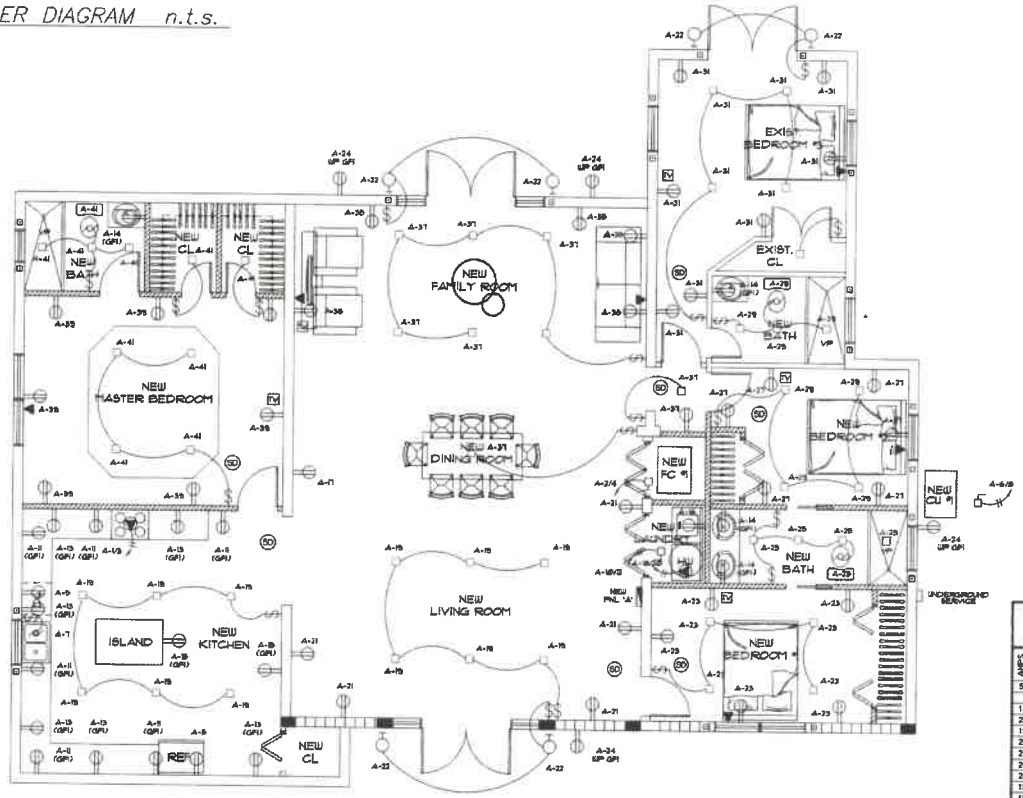
1. Contractor shall furnish all labor, materials and equipment for complete electrical installation in accordance with these drawings.
2. Comply with the 2017 N.E.C. and the 2020 Florida Building Code 7th edition.
3. Provide empty conduits as required for telephone system.
4. Obtain all permits for work under this contract.
5. Provide temporary power and light outlets for use by other trades.
6. Provide all required connections for other trades.
7. Coordinate all outlet locations with building architectural features.
8. Contractor shall visit the site to familiarize himself with all existing conditions.
9. All cable shall be copper.
10. Indoor conduits shall be EMT or Romex.
11. All mounting hardware shall be by contractor.
12. Outdoor underground conduits shall be schedule 40 PVC. under paved areas it shall be encased in concrete. Minimum cover shall be 24 inches.

ELECTRICAL NOTE:
50% OF THE LAMPS SHALL BE EFFICACY OF AT LEAST 45 LUMENS/W OR LESS THAN 65 LUMENS/W

ELECTRICAL NOTE:
PROVIDE 4 CONDUCTORS FOR RANGE & DRYER AS PER NEC 250.142

ELECTRICAL NOTE:
LIGHTS IN GARAGE APPROVED FOR LOCATION NEC 410.36

ELECTRICAL NOTE:
RESIDENTIAL STAIRS MINIMUM 1 FOOT CANDLE INSIDE & OUTSIDE STAIRS FBC 1009.3



ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

ELECTRICAL NOTE:
FOR ALL 15A & 20A RECEPTACLES IN ALL AREAS PROVIDE TAMPER RESISTANCE RECEPTACLES AS PER NEC 406.12

FOR 120 VOLTS, SINGLE PHASE, 15-20 AMPERE BRANCH CIRCUITS (MODIFIED, REPLACED OR EXTENDED) SUPPLYING OUTLETS OR DEVICES INSTALLED IN DWELLING UNIT KITCHENS, FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, LAUNDRY AREAS OR SIMILAR ROOMS OR AREAS SHALL BE PROTECTED BY A LISTED AFCI 2014 NEC, SECTION 210.12

ELECTRIC LOAD CALCULATIONS

ITEM	PNL-A WATTS			SERVICE
[illegible]	[illegible]			
CONNECTED LOAD (LESS A/C)	41,120			
FIRST 3KW @ 100%	10,000			
A/C OR HTG. @ 100%	10,500			
DEMAND LOAD:	33,038			
AMPS @ 240/120V. 1PH.	138			138
BREAKER SIZE:	200			

NEUTRAL LOAD:

LIGHTING, WASHER, SMALL APPLIANCES:	[illegible]			
[illegible]	[illegible]			
120V. APPLIANCES	1,800			
TOTAL NEUTRAL W.:	19,065			
NEUTRAL AMPS (N.W./240):	80			80

PANEL – 'A'

TYPE: SQUARE 'D' (OR APPVD EQUAL)
SERVICE: RESIDENCE
VOLTAGE: 240/120V 1PH. 3W.
MOUNTING: SURFACE
(ALL 20 AMPS; 1 POLE CKTS. EXEPT AS NOTED)
MAIN BUS: 200A
NEUTRAL: 200A
MAIN LUGS ONLY
LOCATION: AS SHOWN

AMPS	POLES	TOTAL V.A.	COND. SIZE	WIRE SIZE	REMARKS				REMARKS	WIRE SIZE	COND. SIZE	TOTAL V.A.	POLES	AMPS
50	2	12,000	3/4	6	RANGE	1	2		FC #1	6	3/4	10,500	2	60
						3	4							
15	1	800	1/2	14	REFRIGERATOR (REF)	5	6		CU #1	6	3/4	8,500	2	60
20	1	1,200	1/2	12	DISHWASHER (DW)	7	8							
15	1	800	1/2	14	DISPOSAL (APD/GR)	9	10		WATER HEATER	10	1/2	4,500	2	30
20	1	1,500	1/2	12	SMALL APPLIANCE	11	12							
20	1	1,500	1/2	12	SMALL APPLIANCE	13	14		BATH (EF)	12	1/2	1,500	1	20
20	1	1,500	1/2	12	SMALL APPLIANCE	15	16		WASHER	12	1/2	1,500	1	20
20	1	1,500	1/2	12	SMALL APPLIANCE	17	18		DRYER	10	1/2	5,000	2	30
15	1	*	1/2	14	KITCHEN/LIVING ROOM	19	20							
15	1	*	1/2	14	LIVING ROOM	21	22		EXTERIOR LIGHT	14	1/2	600	1	15
15	1	*	1/2	14	BEDROOM #1	23	24		EXTERIOR RECEPT	14	1/2	520	1	15
15	1	*	1/2	14	BATH LIGHTING	25	26		SPACE					
15	1	*	1/2	14	BEDROOM #2	27	28							
15	1	*	1/2	14	BEDROOM #2/BATH	29	30							
15	1	*	1/2	14	BEDROOM #3	31	32							
15	1	*	1/2	14	BEDROOM #3	33	34							
15	1	*	1/2	14	FAMILY ROOM	35	36							
15	1	*	1/2	14	FAMILY ROOM	37	38							
15	1	*	1/2	14	MASTER BEDROOM	39	40							
15	1	*	1/2	14	MASTER BEDROOM	41	42							

CONNECTED LOAD: (SEE LOAD CALCULATION)
FEEDER: SEE RISER
FED FROM: SERVICE

REVISIONS

NO	DATE	DESCRIPTION

ARCHITECT: RUBEN JUAN PUJOL
ARCHITECT, P.A. A.I.A AR # 0010458
12237 SW 204 TERRACE
MIAMI, FL 33161
PH: (305) 968 7165
FAX: 305-253-1258

Ruben J. Pujol A01010010000031913BC6B2D001A4D1
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Date: 2021.09.22 17:57:21 -04'00'

ELECTRICAL PLAN

PROPOSED RENOVATION
J&Y INVESTMENT CORP
230 PINE AVENUE
LAUDERHILL, FL (305) 484-7814

DATE 08/08/21
SCALE AS SHOWN
DESIGNED
DRAWN WPP
CHECKED

DRAWING NO. E-1

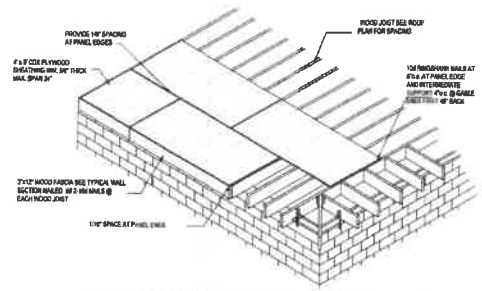
SHEET 1 OF

BEAMS SCHEDULE

MARK	SIZE WIDTH	SIZE HEIGHT	REINFORCING (B) BOTTOM	REINFORCING (T) TOP	REINFORCING (S) MIDDLE	REMARKS	NOTES
TB	8"	12"	2#5	2#5	———	#3@4"	

STRAP SCHEDULE

1	(1) MVTA-24 BY MU-VUE W/(5) 10d FASTENERS INTO JOIST EMBEDDED INTO CONCRETE BEAM. SINGLE STRAP. UP=757# NOA: 17-0802.08 EXP. 7-30-20
2	(1) MVBR24 BY MU-VUE W/(12) 8d HEADER & W/(8) 8d JOIST. UP&D=1,113# NOA: 17-0802.08 EXP. 7-30-20
3	MVTH-26 BY MU-VUE W/(16) 16d HEADER, (7) 10d FASTENERS INTO HUP & 5 JACK. UP=1,470# NOA: 18-0312.08 EXP. 5-22-23
4	(1) MVRT-24 BY MU-VUE W/(4) 16d & (8)1/2" DIAM X3" TAPCONS TO TB. UP=724# NOA. 17-0802.08 EXP. 7-30-20



PLYWOOD NAILING DETAIL 1/S-2

SCALE: N.T.S.

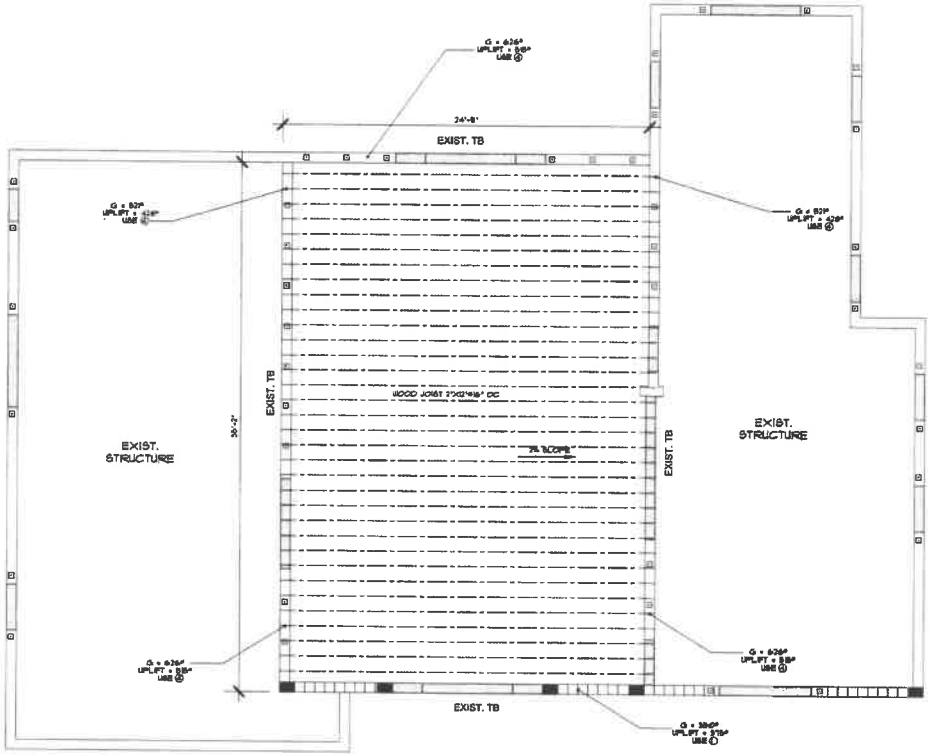
PLYWOOD ROOF DIAPHRAGM

1. ROOF DIAPHRAGM SHALL COMPLY WITH THE DESIGN RECOMMENDATIONS OF "A.P.A. DESIGN / CONSTRUCTION GUIDE - DIAPHRAGMS" AND THE LOCAL BUILDING CODE.

2. PLYWOOD ROOF DECKING SHALL BE 5/8" MINIMUM THICKNESS, AND SHALL BE CONTINUOUS OVER TWO OR MORE SPANS, WITH FACE GRAIN PERPENDICULAR TO THE SUPPORTS.

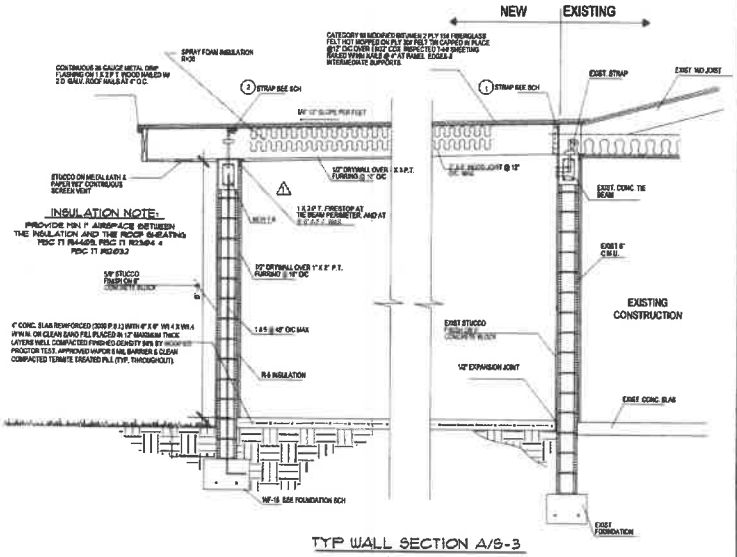
3. CONNECT PLYWOOD DIAPHRAGM TO STRUCTURE WITH 10d GALVANIZED NAILS, SPACED AT 6"o.c. MAX. AT SUPPORTED EDGES AND AT 6"o.c. ALONG INTERMEDIATE SUPPORTS. GABLE END NAIL SPACING SHALL BE 16d NAILS @ 4"o.c. MAX.

4. INSPECTIONS SHALL COMPLY WITH THE LOCAL BUILDING CODE REQUIREMENTS FOR INSPECTIONS BY THE MUNICIPALITY, ARCHITECT OR ENGINEER, OF SPECIFIED COMPONENTS OF THE ROOF STRUCTURE REQUIRING INSPECTIONS.



PROPOSED NEW ROOF

SCALE: 1/4" = 1'-0"



INSULATION NOTE:

PROVIDE MIN 1" AIRSPACE BETWEEN THE INSULATION AND THE ROOF SHEATHING FBC TI R4408, FBC TI R2304.4 & FBC TI R2403.2

TYP WALL SECTION A/S-3

SCALE: N.T.S.

REVISIONS

NO	DATE	DESCRIPTION

ARCHITECT: RUBEN JUAN PUJOL
ARCHITECT. P.A. A.I.A AR # 0010458
12231 SW 204 TERRACE
MIAMI, FL. 33161
PH: (305) 968.2155
FAX: 305-253-1258

Ruben J. Pujol:A01410C000000177F38CA84700016AD1
Digitally signed by Ruben Pujol:A01410C000001177F38CA84700016AD1
Date: 2021.09.22 18:06:59 -04'00'

ROOF PLAN

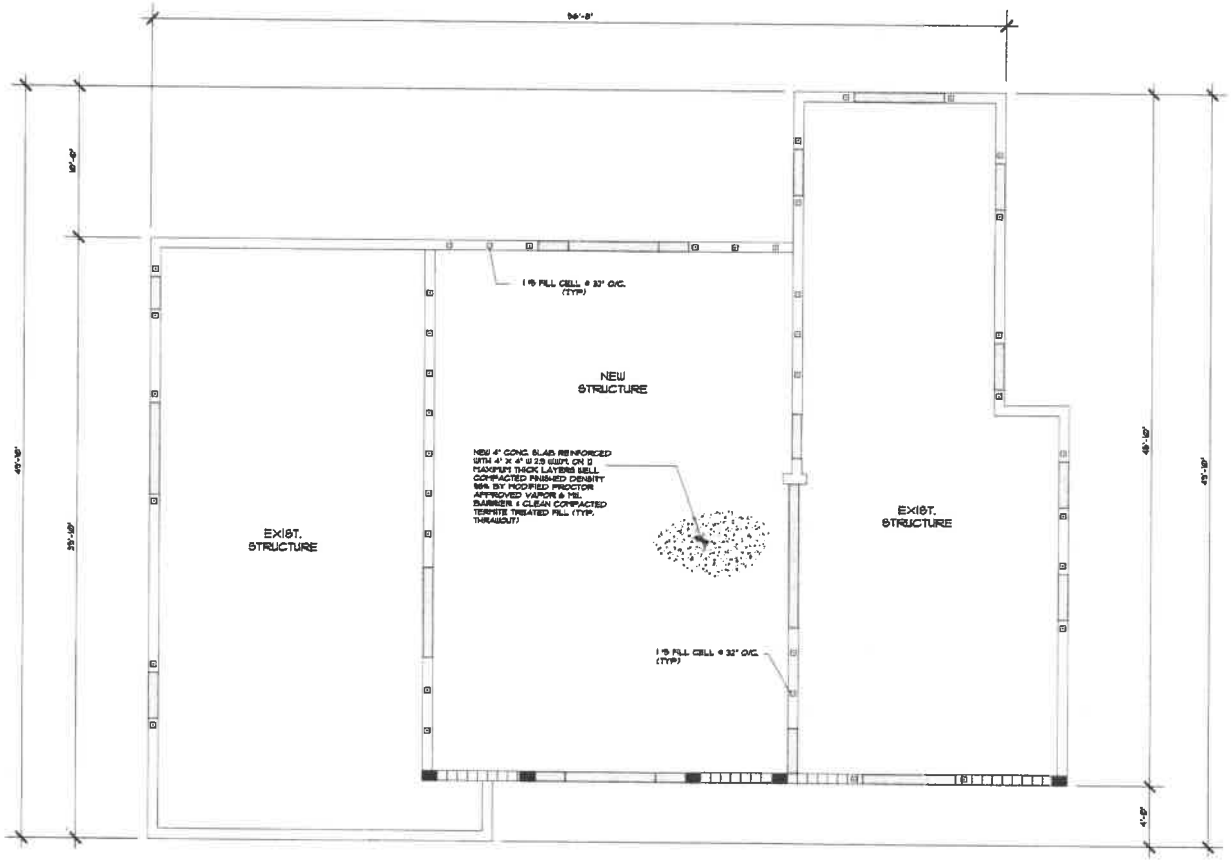
PROPOSED RENOVATION

J&Y INVESTMENT CORP
230 PINE AVENUE
LAUDERHILL, FL (305) 484-7814

DATE 08/06/21
SCALE AS SHOWN
DESIGNED
DRAWN
CHECKED

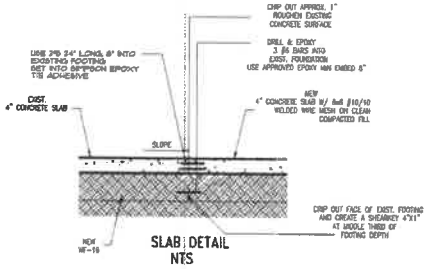
DRAWING NO.: S-3

SHEET 1 OF 1



PROPOSED NEW FLOOR

SCALE: 1/4" = 1'-0"



SLAB DETAIL
NTS

REVISIONS

NO	DATE	DESCRIPTION

ARCHITECT: RUBEN JUAN PUJOL
ARCHITECT. P.A. AIA AR # 0010458
12237 SW 204 TERRACE
MIAMI, FL, 33161
Ph: (305) 966 2155
FAX: 305-253-1758

Ruben J Pujol:A01410C000000177F38CA847000164D1
Digitally signed by Ruben J Pujol:A01410C000000177F38CA847000164D1
Date: 2021.09.22 18:03:49 -04'00'

NEW FLOOR

PROPOSED RENOVATION
J&Y INVESTMENT CORP
230 PINE AVENUE
LAUDERHILL, FL (305) 484-7814

DATE 08/06/21
SCALE AS SHOWN
DESIGNED
DRAWN WPP
CHECKED

DRAWING NO. S-2

SHEET 1 OF 1

STRUCTURAL NOTES

GENERAL NOTES:

STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT ARCHITECTURAL DRAWINGS FOR SLEEVES, DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS. AS A MINIMUM, CONSTRUCTION SHALL COMPLY WITH FLORIDA BUILDING CODE (F.B.C.) 2017, LAST EDITION, ACI 318-14, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, ACI 350, AISI MANUAL 2012, NORTH AMERICAN SPECIFICATION FOR DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS SG02-01, AND AISC SPECIFICATIONS.

ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE ON THE PROJECT, EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.

ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. DO NOT SCALE THE DRAWINGS. FOLLOW WRITTEN DIMENSIONS ONLY. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH THE AFFECTED PART OF THE WORK.

THE STRUCTURE IS DESIGNED TO BE SELF SUPPORTING AND STABLE AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCES TO INSURE SAFETY OF THE BUILDING AND ITS COMPONENTS DURING ERECTION. THIS WORK INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIEDOWNS. THE CONTRACTOR SHALL SUPPLEMENT THE MINIMUM REQUIRED FOUNDATION AND SITE PREPARATION REQUIREMENTS AND SLAB-ON-GRADE THICKNESS TO HANDLE CONSTRUCTION LOADS.

DESIGN LOADS:

THE STRUCTURAL FRAMING WAS DESIGNED USING THE FOLLOWING SUPERIMPOSED LOADS. DESIGN WIND LOADS WERE DETERMINED IN ACCORDANCE WITH ASCE 7-10.

ROOF:
LIVE LOAD .... 30 PSF
DEAD LOAD .... 25 PSF

GR. FLOOR:
LIVE LOAD .... 40 PSF
DEAD LOAD .... 25 PSF

SECOND FLOOR:
LIVE LOAD .... 40 PSF
DEAD LOAD .... 25 PSF

BALCONY:
LL=60 PSF
DL=25 PSF

WIND:
DESIGN WIND SPEED = 175 MPH
EXPOSURE D
RISK CATEGORY = II
INTERNAL PRESSURE COEFFICIENT = + 0.18/- 0.18

SHOP DRAWING REVIEW:

SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS, ETC.

ALL SHOP DRAWINGS SHALL BE REVIEWED BY THE CONTRACTOR PRIOR TO SUBMITTAL TO THE ENGINEER. DRAWINGS SUBMITTED WITHOUT REVIEW WILL BE RETURNED UNCHECKED.

SHOP DRAWINGS IN THE FORM OF REPRODUCIBLE SEPIAS OF STRUCTURAL DRAWINGS (CONTRACT DOCUMENTS) ARE PROHIBITED WITHOUT THE EXPRESS WRITTEN PERMISSION FROM THE ENGINEER.

IN ALL INSTANCES, THE CONTRACT DOCUMENTS WILL GOVERN OVER THE SHOP DRAWINGS UNLESS OTHERWISE SPECIFIED IN WRITING BY THE ENGINEER.

CONCRETE:

CONCRETE SHALL ACHIEVE MINIMUM 28 DAY COMPRESSIVE STRENGTHS AS FOLLOWS:

ALL NEW CONCRETE SHALL BE 3 000 PSI REGULAR WEIGHT NOT GREATER THAN 0.4 W/C

CONTRACTOR SHALL SUBMIT PROPOSED MIX DESIGNS, WITH HISTORICAL STRENGTH DATA FOR EACH SEPARATE MIX PRIOR TO CONCRETE PLACEMENT. CONCRETE SLUMP SHALL NOT EXCEED 4" +/- 1" PRIOR TO THE ADDITION OF PLASTICIZER. CONCRETE SHALL COMPLY WITH ALL THE REQUIREMENTS OF ACI 301 AND ASTM C-94 FOR MEASURING, MIXING, TRANSPORTING, ETC. CONCRETE TICKETS SHALL BE TIME-STAMPED WHEN CONCRETE IS BATCHED. THE MAXIMUM TIME ALLOWED FROM WHEN WATER IS ADDED TO THE MIX UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED 90 MINUTES. IF FOR ANY REASON THERE IS A DELAY SUCH THAT A BATCH IS HELD FOR LONGER THAN 90 MINUTES, THE CONCRETE SHALL BE DISCARDED. IT SHALL BE THE RESPONSIBILITY OF THE TESTING LABORATORY TO NOTIFY THE OWNER'S REPRESENTATIVE AND THE CONTRACTOR OF ANY NONCOMPLIANCE WITH THE ABOVE. ALL CONCRETE SHALL BE CURED USING A CURING COMPOUND MEETING ASTM STANDARD C-309, TYPE 1. CURING COMPOUNDS SHALL HAVE A FUGITIVE DYE. THE CURING COMPOUND SHALL BE PLACED AS SOON AS THE FINISHING IS COMPLETED OR AS SOON AS THE VISIBLE WATER HAS LEFT THE UNFINISHED CONCRETE. ALL SCUFFED OR BROKEN AREAS IN THE CURING MEMBRANE SHALL BE RECOATED DAILY. CALCIUM CHLORIDES SHALL NOT BE UTILIZED IN THE WORK. OTHER ADMIXTURES MAY BE USED ONLY WITH THE APPROVAL OF THE ENGINEER.

UNLESS A GREATER CONCRETE COVER IS REQUIRED BY 20.6.1.3 OR 20.6.1.4 (ACI 318-14), SPECIFIED COVER FOR REINFORCEMENT SHALL NOT BE LESS THAN THE FOLLOWING:

	CONCRETE COVER, in.
(a) CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3
(b) CONCRETE EXPOSED TO EARTH OR WEATHER:	
No. 6 THROUGH No. 18 BARS	2
No. 5 BAR, W31 OR D31 WIRE, AND SMALLER	1-1/2
(c) CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:	
SLABS, WALLS, JOIST:	
No. 14 AND No. 18 BARS	1-1/2
No. 11 BAR AND SMALLER	3/4
BEAMS, COLUMNS:	
PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRAL	1-1/2
SHELLS, FOLDED PLATE MEMBERS:	
No. 6 BAR AND LARGER	3/4
No. 5 BAR, W31 OR D31 WIRE, AND SMALLER	1/2

20.6.1.4 CORROSIVE ENVIRONMENTS

IN CORROSIVE ENVIRONMENTS OR OTHER SEVERE EXPOSURE CONDITIONS, THE CONCRETE COVER SHALL BE INCREASED AS DEEMED NECESSARY AND SPECIFIED BY THE LICENSED DESIGN PROFESSIONAL. THE APPLICABLE REQUIREMENTS FOR CONCRETE BASED ON EXPOSURE CATEGORIES AND CLASSES IN CHAPTER 19.3 SHALL BE MET, OR OTHER PROTECTION SHALL BE PROVIDED.

20.6.1.3 FIRE PROTECTION.

IF THE GENERAL BUILDING CODE (OF WHICH THIS CODE FORMS A PART) REQUIRES A THICKNESS OF COVER FOR FIRE PROTECTION GREATER THAN THE CONCRETE COVER IN 20.6.1.3 THROUGH 20.6.4 (ACI 318-14), SUCH GREATER THICKNESS SHALL BE SPECIFIED.

THE REINFORCEMENT FOR FOOTINGS AND OTHER PRINCIPAL STRUCTURAL MEMBERS IN WHICH CONCRETE IS DEPOSITED AGAINST THE GROUND SHALL HAVE NOT LESS THAN 3 INCHES OF CONCRETE BETWEEN THE REINFORCEMENT AND THE GROUND CONTACT SURFACE. IF CONCRETE SURFACES AFTER REMOVAL OF THE FORM ARE TO BE EXPOSED TO THE WEATHER OR BE IN CONTACT WITH THE GROUND, THE REINFORCEMENT SHALL BE PROTECTED WITH NOT LESS THAN 2 INCHES OF CONCRETE FOR BARS LARGER THAN #5 AND 1-1/2" FOR #5 OR SMALLER BARS. EXCAVATIONS FOR CONTINUOUS FOOTINGS SHALL BE CUT TRUE TO LINE AND GRADE AND THE SIDES OF FOOTINGS SHALL BE FORMED, EXCEPT WHERE SOIL CONDITIONS ARE SUCH THAT THE SIDES OF THE EXCAVATION STAND FIRM AND SQUARE. EXCAVATIONS SHALL BE MADE TO FIRM, CLEAN BEARING SOIL. WHEN POLYETHYLENE SHEETS ARE USED AS A VAPOR BARRIER BENEATH A GROUND FLOOR SLAB, THE SUB GRADE FOR THAT SLAB SHALL BE CONSIDERED A FORMED SURFACE FOR THE PURPOSE OF REINFORCING STEEL COVERAGE.

STRUCTURAL CONCRETE SHALL CONFORM WITH ACI-301 IT SHALL REACH A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI IN 28 DAYS FOR SLABS FOR BEAMS AND COLUMNS.

AGGREGATES SHALL BE CLEAN AND GRADED MAXIMUM SIZES 3/4" CONCRETE ASTM C-33 SHALL CONFORM TO ASTM C-94

CONCRETE TESTING IS REQUIRED AS FOLLOWS: 1 SET OF 6 CYLINDERS FOR EVERY 50 CU. YDS. OF CONCRETE AS PER ASTM C-94

MAXIMUM PERMISSIBLE SLUMP IS 3/4" IN STRUCTURAL CONCRETE WITH THE EXCEPTION BAND SAND CEMENT GROUT

REINFORCING STEEL SHALL CONFORM TO ASTM A-615 GRADE 60. REINFORCING STEEL SHALL BE DETAILED AND FABRICATED ACCORDING TO THE "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES" HOOK ALL DISCONTINUOUS TOP REINFORCING, PROVIDE CORNERS WITH 30 3 X 3'-0" BEND.

FORMWORK:

FORMWORK, SHORING, AND BRACING FOR ALL CONCRETE BEAMS, SLABS, COLUMNS, WALLS, AND FOOTINGS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH ACI 347, "RECOMMENDED PRACTICE FOR CONCRETE FORMWORK".

MASONRY:

ALL BLOCK WALLS SHALL BE TWO-CELL HOLLOW CONCRETE MASONRY REGULAR SIZE BLOCK MANUFACTURED IN CONFORMANCE WITH ASTM C-90, GRADE N, F'M = 1500 PSI. BLOCK SHALL BE PLACED USING RANDOM BOND UNLESS OTHERWISE NOTED. LAY-UP MASONRY WALLS TO BOTTOM OF TIE BEAMS BEFORE PLACING CONCRETE FOR IN-WALL COLUMNS. THE ENGINEER SHALL FURNISH INSPECTION OF ALL REINFORCED MASONRY STRUCTURES. GROUT USED TO FILL MASONRY CELLS SHALL COMPLY WITH ASTM C-476, AND SHALL PROVIDE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS. THE GROUT MIX SHALL HAVE A MAXIMUM 3/8" COARSE AGGREGATE, AND SHALL BE PLACED WITH A SLUMP OF 8" TO 10". USE ONLY MECHANICAL VIBRATION TO CONSOLIDATE GROUT. TYPE S MORTAR SHALL BE USED EXCLUSIVELY ON THIS PROJECT. MORTAR SHALL BE PROPORTIONED AND MIXED AS OUTLINED UNDER ASTM C-270. HORIZONTAL AND VERT. MORTAR JOINTS SHALL BE 3/8" THICK UNLESS OTHERWISE NOTED. REMOVE MORTAR PROTRUSIONS THAT EXTEND INTO CELLS TO BE FILLED. ALLOW A MINIMUM 72 HOURS FOR MORTAR TO CURE PRIOR TO GROUTING CELLS. HORIZONTAL MORTAR JOINTS SHALL BE REINFORCED WITH STANDARD 9 GAGE LADUR-TYPE DUR-O-WALL (ASTM CLASS B-2, HOT-DIPPED GALVANIZED) AT ALTERNATE COURSES (16" ON CENTER), UNLESS OTHERWISE NOTED. JOINT REINFORCEMENT SHALL BE CONTINUOUS AND SHALL LAP A MINIMUM 6". THIS REINFORCEMENT SHALL EXTEND 4 INCHES INTO TIE COLUMNS OR BE TIED TO STRUCTURAL COLUMNS WITH APPROVED METHODS WHERE STRUCTURAL COLUMNS REPLACE THE TIE COLUMNS.

LAP VERTICAL REBAR 6 X BAR NO., U.O.N.

MASONRY CONSTRUCTION AND MATERIALS SHALL CONFORM WITH ALL REQUIREMENTS OF THE LAST EDITION OF FLORIDA BUILDING CODE 2017

MASONRY CONSTRUCTION SHALL BE PERFORMED UNDER THE DIRECT SUPERVISION OF A "CERTIFIED STRUCTURAL MASONRY CONTRACTOR". THE SUPERVISOR OF THE MASONRY PORTION OF THE PROJECT SHALL BE A "CERTIFIED STRUCTURAL MASONRY CONTRACTOR" OR A "CERTIFIED STRUCTURAL MASONRY" AS RECOGNIZED BY THE FLORIDA CONCRETE AND PRODUCTS ASSOCIATION (FC&PA). THE SENIOR MASONRY SUPERVISOR WILL BE RESPONSIBLE TO ASSURE THAT THE WORK IS ACCOMPLISHED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE MASONRY CONTRACTOR SHALL SUBMIT CREDENTIALS FROM THE FC&PA TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO BIDDING.

WOOD:

1. ALL WOOD FOR BEAMS, BEARING WALLS, SOLE PLATES, TOP PLATES, BLOCKING, BRACING, LEDGERS, CRIPPLES, SILLS, ETC., SHALL BE SOUTHERN PINE NO. 2, KD-15, OR BETTER.
2. MICRO-LAM BEAMS SHALL BE MANUFACTURED BY TRUS-JOIST CORP., OR APPROVED EQUAL, AND SHALL PROVIDE A MODULES OF ELASTICITY OF 2,000,000 PSI, A MIN. FLEXURAL STRESS OF 2,925 PSI, AND A MIN. HORIZONTAL SHEAR STRESS OF 285 PSI.
3. ALL WOOD IN CONTACT WITH CONCRETE OR CONCRETE BLOCK SHALL BE PRESSURE-TREATED. WOOD FOR NON-STRUCTURAL USES SHALL BE RATED TO RETENTION LEVELS OF 0.25 PCF OF CHROMATED COPPER ARSENATE (CCA). WOOD FOR STRUCTURAL USE THAT SHALL BE TREATED FOR ANY REASON SHALL BE RATED TO RETENTION LEVELS OF 0.4 PCF OF CCA OR MORE.
4. FOR STRUCTURAL USES, AVOID BUYING TREATED LUMBER THAT CONTAINS MORE THAN 1/2" OF HEARTWOOD.
5. AVOID INHALATION OF SAWDUST PRODUCED BY PRESSURE TREATED WOOD. WEAR A DUST MASK AND WORK OUTDOORS. DISPOSE OF DUST AND SCRAP BY ORDINARY TRASH COLLECTION. DO NOT BURN IT. PRESSURE TREATED WOOD MAY PRODUCE VERY TOXIC FUMES.
6. IN HIGHLY CORROSIVE ENVIRONMENTS, ALL WIND RESISTING HARDWARE INCLUDING THE HURRICANE STRAPS, SHALL BE MADE OF STAINLESS STEEL, OR SHALL BE DIPPED (AND SCRATCHES RE-PAINTED) IN COAL-TAR EPOXY PAINT.
7. WOOD PREVIOUSLY USED AS FORMWORK SHALL NOT BE USED AS ROOF FRAMING OR SHEATHING.
8. HURRICANE STRAPS SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
9. HANGERS OR STRAPS THAT DO NOT MATCH EXACTLY THE ONES SPECIFIED ON THE DRAWINGS IN STEEL YIELD OR ULTIMATE STRENGTH, STEEL DIMENSIONS (LENGTH AND WIDTH), NUMBER AND DIAMETER OF HOLES FOR THE SAME SIZES OF NAILS OR BOLTS, AND/OR DO NOT HAVE THE SAME GENERAL SHAPE, WILL NOT BE ACCEPTABLE.
10. NO POCKETS WILL BE ALLOWED IN CONCRETE OR STEEL MEMBERS FOR CONNECTION OF WOOD MEMBERS UNLESS THE CONNECTION DETAIL IS IN WRITING PRIOR TO INSTALLATION.
11. ALL NAILS, SCREWS, AND BOLTS SHALL BE HOT-DIPPED GALVANIZED.

TERMITE PROTECTION:

ALL BUILDINGS SHALL HAVE PRE-CONSTRUCTION TREATMENT PROTECTION AGAINST SUBTERRANEAN TERMITES. THE RULES AND LAWS AS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES SHALL BE DEEMED AS APPROVED WITH RESPECT TO PRE-CONSTRUCTION SOIL TREATMENT FOR PROTECTION AGAINST SUBTERRANEAN TERMITES. A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT:

"THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES."

FOUNDATION/ ALLOWABLE BEARING CAPACITY:

FOOTING WERE DESIGNED FOR AN ALLOWABLE SOIL BEARING PRESSURE OF 2,000 PSF. PRIOR INSTALLATION OF ANY FOOTING FOUNDATION SYSTEM FOR THE NEW BUILDING, STRUCTURES OR ADDITIONS, THE BUILDING OFFICIAL SHALL BE PROVIDED WITH A STATEMENT OF ALLOWABLE BEARING CAPACITY FROM THE ENGINEER OF RECORD. SAID STATEMENT SHALL CLEARLY IDENTIFY THE ALLOWABLE IN-PLACE BEARING CAPACITY OF THE BUILDING PAD FOR THE NEW BUILDING OR ADDITION AND VERIFY THE EXISTING SOIL CONDITIONS. THE CERTIFIED IN-PLACE BEARING CAPACITY SHALL HAVE BEEN DETERMINED BY WAY OF RECOGNIZED TEST OR RATIONAL ANALYSIS. THE MAXIMUM SIZE OF ROCK WITHIN 12 INCHES BELOW THE FLOOR SLAB IN COMPACTED FILL SHALL BE 3 INCHES IN DIAMETER. WHERE FILL MATERIAL INCLUDES ROCK, LARGE ROCKS SHALL NOT BE ALLOWABLE TO NEST AND ALL VOIDS SHALL BE CAREFULLY FILLED WITH SMALL STONES OR SAND, AND PROPERLY COMPACTED. WHEN FOUNDATION WALL ARE TO BE POURED SEPARATELY FROM THE FOOTING, THEY SHALL BE KEYED AND DOWELED TO THE FOOTING WITH NO LESS THAN #4 DOWELS, 30 DIAMETERS IN LENGTH ABOVE AND BELOW THE JOINT, SPACED NOT MORE THAN 4 FEET APART. WHERE FOOTING DEPTH DOES NOT ALLOW STRAIGHT DOWELS, STANDARD HOOKS WILL BE ALLOWABLE. SLAB SUBGRADE SHALL BE COMPACTED TO A DRY DENSITY OF AT LEAST 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY, DETERMINED IN ACCORDANCE WITH ASTM D-1557.

REINFORCING STEEL:

REBAR SHALL BE ASTM A615 GRADE 60 DEFORMED BARS, FREE FROM OIL, SCALE, AND RUST AND PLACED IN ACCORDANCE WITH THE TYPICAL BENDING DIAGRAM AND PLACING DETAILS OF THE ACI STANDARDS AND SPECIFICATIONS. CONTRACTOR SHALL SUBMIT REBAR SHOP DRAWINGS FOR REVIEW PRIOR TO FABRICATION. HORIZONTAL AND VERTICAL BARS SHALL LAP 6 X BAR NO., UNLESS OTHERWISE NOTED. UNSCHEDULED FIELD LAPS ARE SUBJECT TO ENGINEER'S REVIEW. PROVIDE 3' X 3' CORNER BARS LAPPED AND TIED TO EACH BEAM REBAR. TYPICAL AT ALL CORNERS. THESE CORNER BARS SHALL BE THE SAME SIZE AS LONGITUDINAL BEAM BARS, SEE DETAILS FOR ADDITIONAL INFORMATION.

WELDED WIRE MESH:

WELDED WIRE MESH SHALL BE ASTM A-185, GRADE 65, FREE FROM OIL, SCALE, AND RUST, AND SHALL BE PLACED IN ACCORDANCE WITH THE ACI TYPICAL DETAILS. MINIMUM LAP SHALL BE ONE SPACE PLUS TWO INCHES.

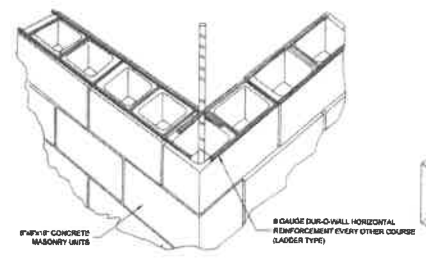
ALL DIMENSIONS REFERENCE TO ARCHITECTURAL DRAWING

PRODUCT CONTROL APPROVAL AND SHOP DRAWING NOTES

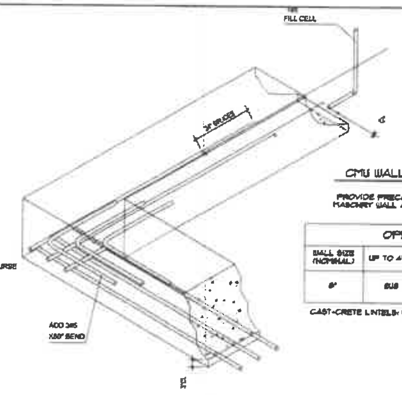
ALL APPROVED SHOP DRAWINGS SHALL BE REVIEWED BY THE ENG. OF RECORD AND SUBMITTED AND PROCESSED AT THE BUILDING DEPARTMENT. PRODUCT CONTROL APPROVAL AND SEPARATE BUILDING PERMITS SHALL BE REQUIRED FOR THE FOLLOWING ITEMS:
STRUCTURAL STEEL, WINDOWS, DOORS, RAILING & HANDRAILS, REBAR REINFORCE.

NOTE:

NO OTHER UNDERGROUND UTILITIES WERE LOCATED BUT MAY BE PRESENT - DIG WITH CAUTION - CALL UTILITY LOCATION CENTER BEFORE YOU DIG.



DUR-O-WALL CORNER DETAIL



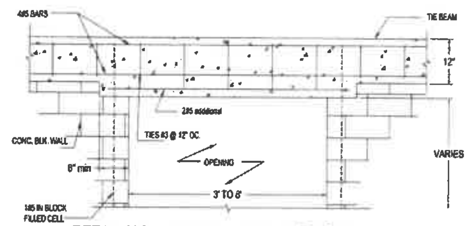
CORNER REINFORCING DETAIL FOR ALL FOUNDATION

CMU WALL LINTEL SCHEDULE

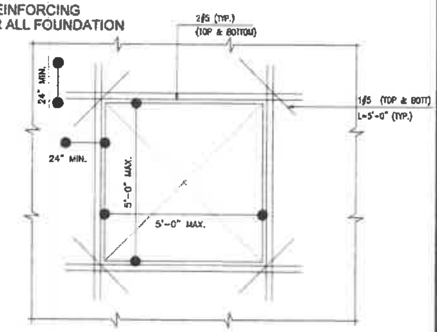
PROVIDE PRECAST LINTELS OVER OPENING IN MASONRY WALL ACCORDING TO THE FOLLOWING SCHEDULE

WALL SIZE (NOMINAL)	OPENING SIZE: UP TO 4'-8"	5'-0" TO 7'-11"	8'-0" TO 10'-6"
8"	8U8	8F8-1B	8F12-1B

CAST-CRETE LINTELS: NOA 11-0621.05



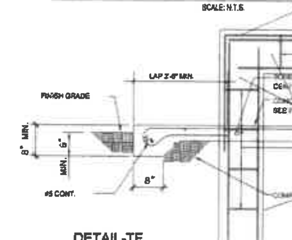
DETAIL 2/ S-1. TIE BEAM DROP OVER OPENING
SCALE: N.T.S.



TYPICAL DETAIL FOR REINFORCEMENT AROUND RECT. OPENING
(UNLESS OTHERWISE INDICATED ON DRAWINGS)

NOTES:

1. ALL OPENINGS WITH A DIMENSION OF 2" OR GREATER SHALL BE TRIMMED.
2. THIS REINF. IS IN ADDITION TO ANYREINF. INDICATED ON THE PLANS

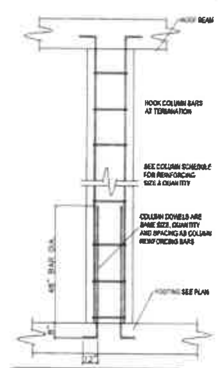


DETAIL-TE
NOT TO SCALE

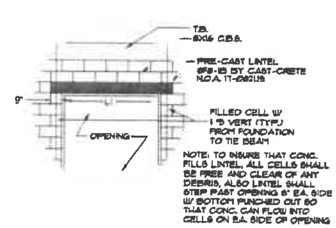
CORNER REINFORCING DETAIL FOR ALL TIE BEAMS

SOIL STATEMENT

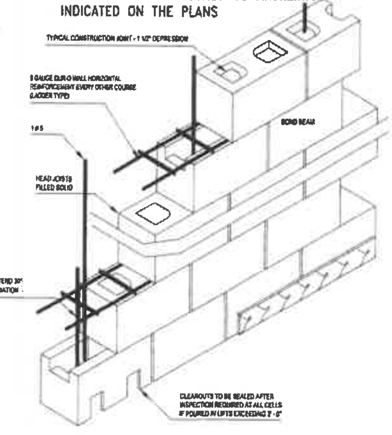
BASED ON VISUAL INSPECTION AT THE JOB SITE, THE FOUNDATION HAVE BEEN DESIGNED FOR AN ALLOWABLE (LIME ROCK FORMATION) BEARING CAPACITY OF 2,000 PSF. AT THE TIME OF CONSTRUCTION THE ENGINEER SHALL SUBMIT TO THE BUILDING OFFICIAL A LETTER ATTESTING THAT THE SITE HAS BEEN OBSERVED AND CONDITIONS ARE SIMILAR TO THOSE UPON WHICH THE DESIGN IS BASED.



TYPICAL COLUMN REBAR PLACEMENT DIAGRAM
N.T.S.



LINTEL DETAIL /S-1
SCALE: N. T. S.



REVISIONS		
NO	DATE	DESCRIPTION

ARCHITECT:RUBEN JUAN PUJOL
ARCHITECT. P.A. A.I.A AR # 0010458
12237 S.W 204 TERRACE
MIAMI, FL. 33161
Ph: (305) 968 2155
FAX: 305-253-7258

STRUCTURAL NOTES

PROPOSED RENOVATION
J&Y INVESTMENT CORP
230 PINE AVENUE
LAUDERHILL, FL (305) 484-7814

DATE 08/06/21
SCALE AS SHOWN
DESIGNED
DRAWN WPP
CHECKED
DRAWING NO. S-1
SHEET 1 OF 1

BURGLARY INTRUSION NOTES

1. ALL LOCKS ON EXTERIOR DOORS SHALL BE CAPABLE OF RESISTING A FORCE OF 300 LBS. APPLIED IN ANY MOVABLE DIRECTION AND IN ACCORDANCE WITH RESISTANCE STANDARDS SET FORTH.
2. ALL SINGLE ENTERIOR SWING DOORS SHALL HAVE A LOCK TO BE KEY OPERATED FROM EXTERIOR WITH A MINIMUM OF 6-PIN POSSIBLE KEY CHANGES OR LOCKING AUXILIARY SINGLE DEAD BOLT WITH HARDENED BOLT INSERT
3. THE ACTIVE LEAF OF PAIRS OF EXTETIOR SWING DOORS, SHALL HAVE SAME LOCKS AS REQUIRED FOR SINGLE EXTERIOR DOORS. THE INACTIVE LEAF OF THESE PAIRS OF DOORS SHALL HAVE FULLTYPLE POINT LOCKS WITH 3/8" MINIMUM THROW BOLT WITH INSERTS.
4. SLIDING GLASS DOORS SHALL BE PROVIDED WITH SLIDING DOOR DEAD BOLTS OR A BOLT OR PIN NOT REMOVABLE OR OPERABLE FROM EXTERIOR AT THE JAMB, HEAD, SILL OR AT MEETING MULLIONS. THESE DOORS SHALL BE REINFORCED IN THE STRIKE AND LOCK AREA TO MAINTAIN BOLT STRENGTH EFFECTIVENESS. IF NECESSARY, AND SUCH DOORS SHALL HAVE NO SCREWS REMOVABLE FROM OUTSIDE WHICH WOULD FACILITATE READY ENTRY FROM OUTSIDE.
5. HINGES ON EXTERIOR OUT SWINGING DOORS SHALL HAVE NON-REMOVABLE PINS.
6. JAMBS OF ALL EXTERIOR OPENITTYPE IN-SWING DOORS BE RABBETTED, OR OF SIMILAR FABRICATION, TO PREVENT DEFEATING THE PURPOSE OF THE STRIKE AND THE INTEGRITY OF LOCKS AND LATCHES.
7. SINGLE, SWINGING, EXTERIOR DOORS, IF WOOD SHALL BE SOLID CORE OR NOT LESS THAN 1-3/8" THICK.
8. GLASS AND EXTERIOR DOORS SHALL COMPLY WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE'S STANDARD Z97.1.
9. VISION PANELS IN EXTERIOR DOORS OTHER THAN GLAZING WITHIN 40" OF THE INSIDE LOCKING ACTIVATING DEVICE OF LOCKS AND SWINGING DOORS SHALL COMPLY WITH AMERICAN NATIONAL STANDARDS INSTITUTE'S STANDARD Z97.1
10. SLIDING GLASS DOORS AND WINDOWS SHALL BE INSTALLED AND CONSTRUCTED SO THAT NO PANEL CAN BE LIFTED PAST THE TRACKS WHEN IN THE LOCKED POSITION AND SO AS TO COMPLY WITH THE ARCHITECTURAL ALUMINUM MFGS. ASSOC. STANDARDS FOR FORCED ENTRY RESISTANCE, AAMA 1303.3
11. FRONT AND MAIN ENTRANCE DOORS SHALL BE PROVIDED WITH A DOOR SCOPE OR VISION PANELS

SAFETY / EGRESS DOOR NOTES

1. NO DOOR IN THE PATH OF TRAVEL OF MEANS OF ESCAPE SHALL BE LESS THAN 32" WIDE, EXCEPT THAT BATHROOM DOORS MAY BE 24" WIDE, UNLESS A LARGER DOOR OPENING IS REQUIRED TO SATISFY THE REQUIREMENTS OF SECTION 310 OF THE SOUTH FLORIDA BUILDING CODE.
2. EVERY CLOSET DOOR LATCH SHALL BE SUCH THAT CHILDREN CAN OPEN THE DOOR FROM INSIDE THE CLOSET.
3. EVERY BATHROOM DOOR LOCK SHALL BE DESIGNED TO PERMIT THE OPENING OF THE LOCKED DOOR FROM THE OUTSIDE IN A EMERGENCY.
4. DOORS MAY BE SWINGING OR SLIDING, AND ARE EXEMPT FROM THE REQUIREMENTS OF SECTION 21-2.3.3 AND 21-2.4.4 OF THE 1994 ED. OF NFPA. 101
5. NO DOOR IN ANY MEANS OF ESCAPE SHALL BE LOCKED AGAINST EGRESS WHEN THE BUILDING IS OCCUPIED. ALL LOCKING DEVICES WHICH IMPEDE OR PREVENT EGRESS OR WHICH CAN NOT BE EASILY BYPASSED SHALL BE PROHIBITED

GENERAL NOTES

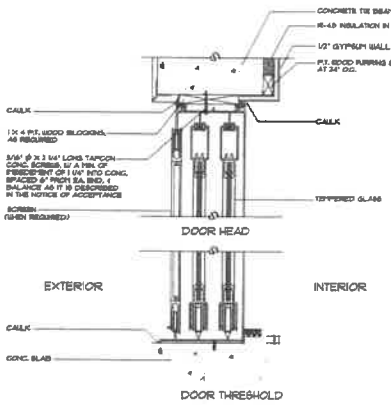
1. FOUNDATION DESIGN IS BASED ON A SOIL BEARING CAPACITY OF 3,000 PSF. FILL SHALL BE COMPACTED TO 98% OPTIMUM DENSITY AND FIELD TESTS SHALL BE TAKEN.
2. ALL REINFORCEMENT SHALL BE GRADE 60 MINIMUM YIELD NEW BILLET STEEL IN ACCORDANCE WITH ASTM A615 GRADE 60. ALL BAR LAPS SHALL HAVE A MINIMUM OF 36 BAR DIAMETER PLACING OF REINFORCEMENT SHALL CONFORM TO THE LATEST ACI AND MANUAL OF STANDARD PRACTICE CODES. USE CORNER BARS IN ALL FOUNDATION CORNERS TO MATCH REINFORCEMENT SIZE AND SPACING.
3. ALL STRUCTURAL STEEL SHALL BE ASTM A-36 STEEL. ALL BOLTS SHALL BE ASTM A-325 GRADE. ALL ANCHOR BOLTS SHALL BE ASTM A-307 GRADE.
4. ALL STRUCTURAL STEEL SHALL BE FREE OF SCALE, RUST, OIL, AND OTHER DELETERIOUS MATERIAL.
5. ALL TIMBER SHALL HAVE A MINIMUM FIBER STRESS OF 1,250 PSI UNLESS OTHERWISE NOTED ON DRAWING.
6. ALL TIMBER IN DIRECT CONTACT WITH STEEL OR CONCRETE SHALL BE PRESSURE TREATED, HAVE AN APPROVED SEPERATING MATERIAL OR HAVE GALVANIZED ANCHOR SEAT.
7. ALL BEARING PARTITIONS SHALL BE SECURED TO ADJACENT PARTITIONS, AND SHALL HAVE AT LEAST A 2-STUD POST ALL ENDS AND CORNERS AND AT EACH END OF WINDOW AND DOOR OPENINGS.
8. ALL PARTITIONS GREATER THAN 10 FEET HIGH WITHOUT A LATERAL SUPPORT SHALL HAVE DOUBLE 2 X 4 STUDS AT 16" O.C. (NAILED TOGETHER WITH 16D NAILS AT 6" O.C.)
9. USE WASHERS AT ALL BOLTED TIMBER CONNECTIONS.
10. ALL BEARING WALL OPENINGS SHALL HAVE (2) 2 X 8 HEADERS (TYPICAL UNLESS NOTED) WITH 1/2" PLYWOOD IN BETWEEN.
11. COORDINATE ALL STRUCTURAL WORK WITH ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR VERIFICATION OF LOCATIONS DIMENSIONS OF ALL PROJECT REQUIREMENTS.
12. SUBMIT 3 SETS SHOP DRAWINGS FOR THE ARCHITECTS REVIEW OF ALL ITEMS REQUIRING FABRICATION. DO NOT FABRICATE UNTIL APPROVED.
13. ALL ROOF TRUSSES SHALL BE ANCHORED AT EACH END WITH A 7" X 14 GA HUR/HES STIC STRAP/TRUSS SEAT EMBEDDED IN CONCRETE BEAM AS SPECIFIED IN TYPICAL BALL SECTION
14. MINIMUM CONCRETE COVER OVER REINFORCING STEEL AS FOLLOWS

FOOTINGS	3"
COLUMNS	1-1/2"
BEAMS	1-1/2"
INTERIOR SLABS	3/4"
EXPOSED SLABS	1-1/2"

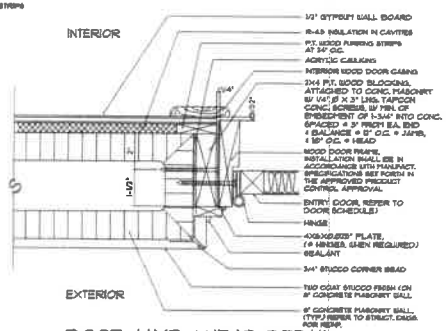
15. PROVIDE 2" HIGH WATER HAMMER ARRESTING CHAMBER AT EACH FIXTURE GROUP.
16. CONTRACTOR SHALL PROVIDE SEPERATE SIZE FOR COPPER AND PVC WATER LINES.
17. ALL MATERIALS AND FIXTURES USED MUST BE BRAND NEW.
18. FIRE STOPS SHALL BE PROVIDED AROUND TOP, BOTTOM, AND SIDES OF SLIDING DOOR POCKETS.
19. STRUCTURAL WOOD, SUCH AS 4 X 4"S OR 4 X 6"S SHALL BE DOUGLAS FIR 2 X 4"S USED FOR STRUCTURAL WOOD POST COMPOSITE, YELLOW SOUTHERN PINE #2 OR BETTER.
20. ALL ROOF JOISTS, TRUSSES, LOOKOUTS, BEAMS AND GIRDERS SHALL BE SECURED WITH APPROVED METAL STRAPS, CLIPS AND ANCHORS AT CONNECTIONS IN ACCORDANCE WITH SFBC CHAPTER 23.
21. ROOF TRUSSES AND JOISTS SHALL BE PROVIDED WITH PERMANENT CROSS-LATERAL AND ALL BRACING REQUIRED TO RESIST UPLIFT AND LATERAL FORCES IN ACCORDANCE WITH SFBC CHAPTER 23.

EGRESS WINDOW NOTES

IN AN OUTSIDE WINDOW OPERABLE FROM THE INSIDE, THE MODE OF OPERATION SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT. SUCH CLEAR OPENING SHALL BE NOT LESS THAN 20" IN WIDTH, AND 24" IN HEIGHT, 5.7 SQ. FT. IN AREA THE BOTTOM OF THE OPENING SHALL NOT BE MORE THAN 44" ABOVE THE FINISHED FLOOR AND NO PART OF THE OPERATING MECHANISM SHALL BE PLACED HIGHER THAN 54" ABOVE FINISHED FLOOR.
AS PER SECTION 21-2.2.3 OF THE 1994 ED. OF NFPA. 101

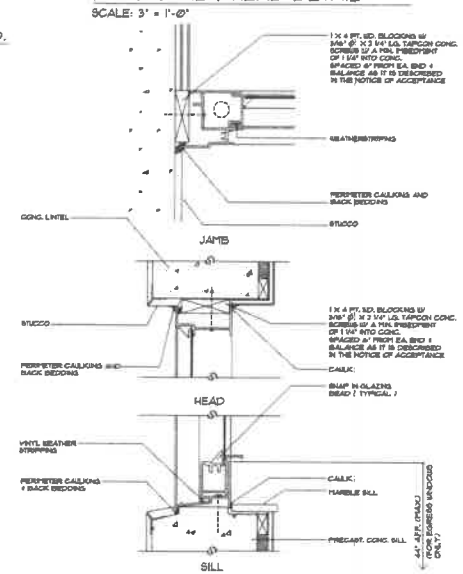


SLIDING GLASS DOOR DETAIL N.T.S.

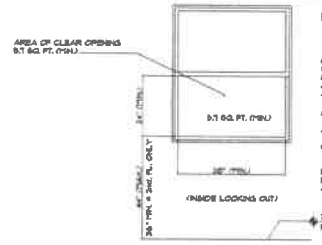


DOOR JAMB / HEAD DETAIL

SCALE: 3" = 1'-0"



CBS WINDOW DETAILS N.T.S.



EGRESS WINDOW NOTES:

(61 CM) IN HEIGHT, AND 5.7 SQ. FT. (0.53) IN AREA. THE BOTTOM OF THE OPENING SHALL BE NO MORE THAN 44 IN. (112 CM) ABOVE THE FLOOR.
AS PER NFPA. 101 SECT. 21-2.2.3 (C)

SAFEGUARDS

A FOLLOWS:

ON THE FAIR SIDE OF SUCH WINDOWS AND

BE PROVIDED TO PREVENT THE FALL OF PERSONS WHEN SUCH WINDOWS ARE OPEN AS PER SECT. 30-6.3 (E) (1)

EGRESS WINDOW DETAIL N.T.S.

REVISIONS

NO	DATE	DESCRIPTION

ARCHITECT: RUBEN JUAN PUJOL
ARCHITECT. P.A. AIA AR # 0010458
12237 SW 204 TERRACE
MIAMI, FL. 33161
PH: (305) 968 2155
FAX: 305-253-1258

DETAILS

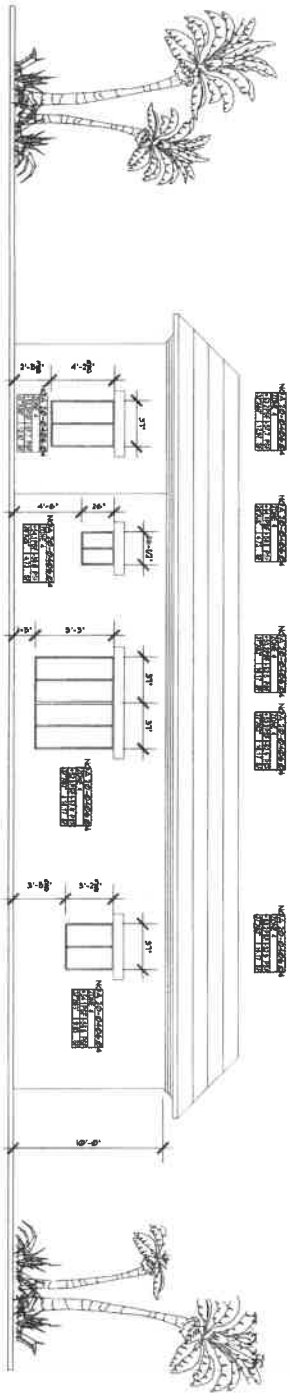
Ruben J. Pujol:A01410C00000177F38CA847000016401
Digitally signed by Ruben J. Pujol:A01410C00000177F38CA847000016401
Date: 2021.09.22 12:55:33 -04'00'

PROPOSED RENOVATION
J&Y INVESTMENT CORP
230 PINE AVENUE
LAUDERHILL, FL (305) 484-7814

DATE 08/05/21
SCALE AS SHOWN
DESIGNED
DRAWN WPP
CHECKED

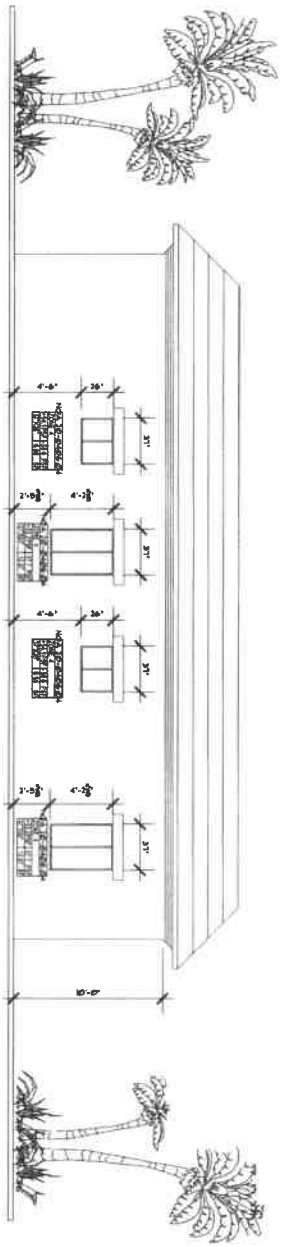
DRAWING NO. A-5

SHEET 1 OF 1



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

PROPOSED RENOVATION

J&Y INVESTMENT CORP
230 PINE AVENUE
LAUDERHILL, FL (305) 484-7814

ELEVATION

ARCHITECT: RUBEN JUAN PUJOL
ARCHITECT. P.A. A.I.A AR # 0010458
12237 SW 204 TERRACE
MIAMI, FL, 33161
Ph: (305) 968 2155
FAX: 305-253-7258

REVISIONS		
NO	DATE	DESCRIPTION

DRAWING NO. A-4

SHEET 1 OF 1

DATE 04/06/21
SCALE AS SHOWN
DRAWN
CHECKED

DocuSign Envelope ID: 42A2BF36-EA47-43E6-9E30-A899695D7282

The OG Group, LLC

7405 Miami Lakes Dr
Miami Lakes, FL 33014
954-638-0513

To whom it may concern:

I/Buyer, The OG Group, LLC, am aware of the pending code compliance process regarding the property on 230 Pine Ave Lauderdale By The Sea, FL 33308.

I/Buyer, The OG Group, LLC, am aware of the liens and are aware that a new code case can be issued if the property is not brought into compliance with a proper timeline provided.

If you have any questions please feel free to contact me at 954-638-0513

Best Regards,

DocuSigned by:
Ori Darmon
5A76DE34A1A7486...

Ori Darmon

DocuSign Envelope ID: 0A58345A-0BF0-45EB-BB12-79B38915CC5F

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: 827 NW 114 ST LLC ("Seller"), and The OG Group LLC ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: 230 Pine Avenue Fort Lauderdale 33308

(b) Located in: Broward County, Florida. Property Tax ID #: 494318090110

(c) Real Property: The legal description is
GOLDEN SHORES 44-37 B LOT 11

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").
Other Personal Property items included in this purchase are: AS IS

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: AS IS

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): ..... $ 750,000.00

(a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** ..... $ 20,000.00
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within 3 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Name: TBD
Address: _____ Phone: _____
Email: _____ Fax: _____

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $ 10,000.00
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) ..... $ 720,000.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before 4/1/2023, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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this Contract, the Closing shall occur on 5/5/2023 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

(a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.

(b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

(a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

☒ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other:_____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other:_____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $_____ (if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☒ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have 5 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

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(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION**. If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds,** disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming*** **by, through, under or against the Buyer.** ***This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners/Flood Ins.
- ☐ I. RESERVED
- ☐ J. Interest-Bearing Acct
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☒ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration
- ☐ CC. Miami-Dade County Special Taxing District Disclosure
- ☐ DD. Seasonal/Vacation Rentals
- ☐ EE. PACE Disclosure
- ☐ Other:

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DocuSign Envelope ID: 6A56545A-0D7-0-43EB-BB12-79B38915CC5F

20. ADDITIONAL TERMS:

SELLER TO PAY ANY OUTSTANDING LIENS AND/OR VIOLATIONS PRIOR TO CLOSING.

SELLER TO PROVIDE BUYER THE FULL SET OF ARCHITECTURAL PLANS WITHIN 5 DAYS OF THE EXECUTED CONTRACT.

SELLER TO DELIVER THE APPROVED PLANS TO THE BUYER PRIOR TO CLOSING DATE ON MAY 5TH, 2023

COUNTER-OFFER

☐ Seller counters Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: the OG Group LLC Date: 04/01/23

Buyer: The OG Group LLC Date:

Seller: 81B03F598746434... Date: 4/1/2023

Seller: 827 NW 114 ST LLC Date:

Buyer's address for purposes of notice	Seller's address for purposes of notice

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Miguel Rodriguez, PA. 2.5%	SHANIN ALVAREZ 2.5%
Cooperating Sales Associate, if any	**Listing Sales Associate**
Lifestyle International Realty	SRA REALTY LLC
Cooperating Broker, if any	**Listing Broker**

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LIFESTYLE

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between 827 NW 114 ST LLC (SELLER) and The OG Group LLC (BUYER) concerning the Property described as 230 Pine Avenue Fort Lauderdale FL 33308

Buyer's Initials OD _____ _____ ***Seller's Initials*** DP _____ _____

P. LEAD-BASED PAINT DISCLOSURE
(Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

DP _____ **(a)** Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):

☐ Known lead-based paint or lead-based paint hazards are present in the housing.

☐ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

_____ **(b)** Records and reports available to the Seller (**CHECK ONE BELOW**):

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____

☐ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

OD _____ **(c)** Buyer has received copies of all information listed above.

OD _____ **(d)** Buyer has received the pamphlet *Protect Your Family* from *Lead in Your Home*.

OD _____ **(e)** Buyer has (**CHECK ONE BELOW**):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

CA _____ **(f)** Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by: 827 NW 114 ST LLC	4/1/2023	the OG Group LLC	04/01/23
SELLER 827 NW 114 ST LLC	Date	BUYER The OG Group LLC	Date
DocuSigned by:	04/1/2023		
SELLER	Date	BUYER	Date
Listing Licensee SHANIN ALVAREZ	Date	Selling Licensee Miguel Rodriguez	Date 04/01/23

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

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LIFESTYLE INTERNATIONAL REALTY

Extension Addendum to Contract

The following date and/or time period(s) of the Contract for Residential Sale and Purchase , Residential Contract for Sale and Purchase, Vacant Land Contract, or Commercial Contract with the Effective date of April 1, 2023, between 827 NW 114 ST LLC ("Seller") and The OG Group LLC ("Buyer") concerning the Property located at 230 Pine Ave, Lauderdale By The Sea, FL 33308 is hereby extended. (check whichever apply)

☒ **Closing Date. Seller** and **Buyer** agree to extend the Closing Date until on or before September 28, 2023.

☐ **Financing Period. Seller** and **Buyer** agree to extend the Commitment Period, Loan Approval Date, or Financing Period for an additional _____ days or until _____.

☐ **Inspection Period. Seller** and **Buyer** agree to extend the Inspection Period for an additional _____ days or until _____.

☐ **Title Cure Period. Seller** and **Buyer** agree to extend the Curative Period or Cure Period for an additional _____ days or until _____.

☐ **Short Sale Approval Deadline. Seller** and **Buyer** agree to extend the Approval Deadline for an additional _____ days or until _____.

☐ **Sale/Lease of Buyer's Property Deadline. Seller** and **Buyer** agree to extend the Sale/Lease of Buyer's Property Deadline for an additional _____ days or until _____.

☐ **Due Diligence Period. Seller** and **Buyer** agree to extend the Due Diligence Period for an additional _____ days or until _____.

This extension will be on the same terms and conditions as stated in the original contract except:

_____

_____

_____

All other non-conflicting terms of the contract remain in full force and effect.

Seller	08/30/2023 Date	**Buyer** DocuSigned by: Ori Darmon 55429DE82B6147C...	8/29/2023 Date
Seller	Date	**Buyer**	Date

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Form Simplicity

Exhibit 2

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

OFFICE OF THE SPECIAL MAGISTRATE

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA **Case #:** 22100010

Petitioner,

vs.

827 NW 114 ST LLC

Respondent(s)

FINAL ORDER OR STIPULATED FINAL ORDER

IN RE:

STREET ADDRESS: 230 PINE AVE, LAUDERDALE BY THE SEA, FL 33308

FOLIO: 494318090110

LEGAL DESCRIPTION: GOLDEN SHORES 44-37 B LOT 11

The Town of Lauderdale-By-The-Sea Special Magistrate, having heard testimony under oath and argument at a Public Hearing, in reference to the above-described property , held Thursday, October 27, 2022, after due notice to the Respondent(s). The Respondent(s) were not present nor represented at the hearing.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Based on the evidence submitted, the Special Magistrate finds the Respondent(s), on the above-referenced property have certain violation(s) and there exists, as a matter of law, those violation(s) of Section(s) of the Town of Lauderdale-By-The-Sea Code of Ordinances. Specific Code Section(s) and description of the violation(s) listed below:

Ordinance/Regulation	Section	Description	Order Date to Comply by	Date Complied	Daily Fine
Chapter 6 - Building and Building Regulations...	Section 6-41(a)(1) - Maintenance of exterior of premises.	The exterior of buildings and structures and all property shall be kept free of all nuisances, and any hazards to the safety of occupants, customers, pedestrians and other persons utilizing the premises and free of unsanitary conditions and any of th...	11/3/2022		$250.00

Notes:

AT THE OCTOBER 27, 2022 HEARING, THE MAGISTRATE FOUND THAT THE NUISANCE VIOLATION OF ORDINANCE 6-41(a)(1) EXISTED ON THE AFOREMENTIONED PROPERTY AND ORDERED THE RESPONDENT TO ABATE THE VIOLATION BY NOVEMBER3, 2022. SHOULD THE RESPONDENT NOT COMPLY WITH THE MAGISTRATE'S ORDER, THE TOWN IS AUTHORIZED TO ABATE THE VIOLATION BEGINNING NOVEMBER4, 2022 .
THE MAGISTRATE ORDERED THAT ALL COSTS INCURRED BY THE TOWN FOR ABATEMENT PURSUANT TO THIS ORDER SHALL BE CERTIFIED AS A LIEN AGAINST THE SUBJECT PROPERTY ALONG WITH AN ADMINISTRATIVE FEE.
THIS ORDER DOES NOT CREATE ANY CONTINUING OBLIGATION ON THE PART OF THE TOWN TO MAINTAIN THE SUBJECT PROPERTY, NOR DOES IT ALTER THE RESPONDENTS RESPONSIBILITY TO MAINTAIN THE SUBJECT PROPERTY. IN ADDITION, APPLICABLE PENALTIES MAY BE ASSESSED BY THE MAGISTRATE FOR THOSE DAYS THE SUBJECT PROPERTY IS IN VIOLATION.

Accordingly, the Respondent(s) are ordered to bring the property into compliance prior to dates shown above.

Upon complying with this Final Order, the Respondent(s) **SHALL NOTIFY Banyas, B**, the Code Compliance Inspector, who shall have the property inspected and notify the Special Magistrate Clerk if compliance has occurred.

If the owner(s) fail(s) to comply, an Order Imposing Fine in the amounts shown above for every day that the violation continues to exist commencing on the dates shown above will be entered and a certified copy shall be recorded in the Public Records of Broward County, Florida and shall constitute a lien against the above-described real property or personal property owned by the violator. (Section 162.09, Florida Statutes). This Order may be enforced like a court judgment. Repeat violations can be fined up to $500.00 per day. (Section 162.09, Florida Statutes). Property owner(s) has/have 30 days from date this Final Order is executed to file an appeal in circuit court. (Section 162.11, Florida Statutes). If a person decides to appeal any decision, such person will need a record of the proceedings and that, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based (Section 286.0105, Florida Statutes). The property owner must contact the Code Compliance Department to advise when compliance has been reached. **The Special Magistrate has also assessed an additional fee of $100.00 to cover costs incurred by the Town in the prosecution of this matter.** Said amount is now due, and if not paid, may also constitute a lien against the above-referenced property which may also be actionable by law.

You may also have other rights which are set forth in Chapter 6.5 of the Town of Lauderdale-By-The-Sea Code of Ordinances.

For further information, please contact the Code Compliance Inspector at 954-640-4220 or email at bethanyb@lbts-fl.gov.

DONE AND ORDERED this October 28, 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 28 day of Oct, 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

KAREN PAULA GATES
Notary Public - State of Florida
Commission # HH 169843
My Comm. Expires Dec 22, 2025
Bonded through National Notary Assn.

Karen Gates
Print, type or stamp name of Notary

HH 169843
Commission Number, if any

Note: Payments should be mailed to the above address made payable to The Town of Lauderdale-By-The-Sea.

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

NOTICE OF STATUS HEARING

Sent To:	**Case #:**	**Date:**
827 NW 114 ST LLC 10860 SW 116 ST MIAMI, FL 33176	22100010	10/28/2022

Property Owner:	**Property Description:**	**Certified Mail #:**
827 NW 114 ST LLC 10860 SW 116 ST MIAMI, FL 33176	494318090110	

Legal Description:	**AKA:**
GOLDEN SHORES 44-37 B LOT 11	230 PINE AVE, LAUDERDALE BY THE SEA, FL 33308

A hearing regarding the above-referenced property will be held before the Code Compliance Special Magistrate on the **17th day of November, 2022 at 5:00 p.m.**. This matter will be held in the Town of Lauderdale-By-The-Sea Commission Meeting Room, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida. If you should have any questions, please contact your Code Compliance officer at 954-640-4220 or email bethanyb@lbts-fl.gov.

Sincerely,

Code Compliance/Special Magistrate Clerk

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 **Case #:** 22100008

Petitioner,

vs.

827 NW 114 ST LLC

Respondent(s)

FINAL ORDER AND ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN FOR REPEAT VIOLATION

TO: 827 NW 114 ST LLC

10860 SW 116 ST MIAMI, FL 33176

The Town of Lauderdale-By-The-Sea Special Magistrate, having heard evidence, testimony or approved stipulation, on Thursday, October 27, 2022 and based upon evidence, the Special Magistrate enters the following Findings of Fact:

1. That the Town of Lauderdale-By-The-Sea Special Magistrate did issue on **3/22/2022**, a Final Order in case **#22030018** commanding the Respondent(s) to bring the violation(s) specified in said Final Order into compliance or be subject to a per day fine for each violation.

2. That said violation occurred on the following described real property situate, lying and being in Broward County, Florida, to-wit:

FOLIO #:	494318090110
LEGAL DESCRIPTION:	GOLDEN SHORES 44-37 B LOT 11
STREET ADDRESS:	230 PINE AVE, LAUDERDALE BY THE SEA, FL 33308

3. That the Respondent(s) did comply with the Final Order, however, the same violation(s) repeated on **10/12/22, 10/13/22, 10/14/22, 10/15/22, 10/16/22, 10/17/22, 10/18/22, 10/19/22, 10/20/22, 10/21/22, 10/22/22, 10/23/22, 10/24/22, 10/25/22, 10/26/22, 10/27/22**. This is a repeating violation which has not been corrected. The following is the specific code section(s) and description of the violations:

Ordinance/Regulation	Section	Description	Days to Comply from NOV Date
Chapter 6 - Building and Building Regulations	Section 6-41(a)(18) - Maintenance of exterior of premises.	The exterior of buildings and structures and all property shall be kept free of all nuisances, and any hazards to the safety of occupants, customers, pedestrians and other persons utilizing the premises and free of unsanitary conditions and any of th... REPEAT NUISANCE VIOLATION - OVERGROWN VEGETATION.	0

4. A fine in the amount of **$500.00 per day the violation(s) repeated for a total of $7,500.00** is hereby confirmed and imposed. An additional fine in the amounts shown below commencing on dates shown below is hereby confirmed and imposed if the property is not in compliance by that date. 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 $100.00 to cover costs incurred in the prosecution of this matter is confirmed and imposed.**

Ordinance/Regulation	Section	Description	Order Date to Comply by	Date Complied	Daily Fine
Chapter 6 - Building and Building Regulations...	Section 6-41(a)(18) - Maintenance of exterior of premises.	The exterior of buildings and structures and all property shall be kept free of all nuisances, and any hazards to the safety of occupants, customers, pedestrians and other persons utilizing the premises and free of unsanitary conditions and any of th...	10/27/2022		$500.00

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.

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.

DONE AND ORDERED this October 28, 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 28 day of Oct, 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

KAREN PAULA GATES
Notary Public - State of Florida
Commission # HH 169843
My Comm. Expires Dec 22, 2025
Bonded through National Notary Assn.

Karen Gates

Print, type or stamp name of Notary

HH 169843

Commission Number, if any

Note: Mail your payment to the above address made payable to The Town of Lauderdale-By-The-Sea.

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

NOTICE OF STATUS HEARING

Sent To:	**Case #:**	**Date:**
827 NW 114 ST LLC 10860 SW 116 ST MIAMI, FL 33176	22100008	10/28/2022

Property Owner:	**Property Description:**	**Certified Mail #:**
827 NW 114 ST LLC 10860 SW 116 ST MIAMI, FL 33176	494318090110	

Legal Description:	**AKA:**
GOLDEN SHORES 44-37 B LOT 11	230 PINE AVE, LAUDERDALE BY THE SEA, FL 33308

A hearing regarding the above-referenced property will be held before the Code Compliance Special Magistrate on the **17th day of November, 2022 at 5:00 p.m.**. This matter will be held in the Town of Lauderdale-By-The-Sea Commission Meeting Room, 4501 Ocean Drive, Lauderdale-By-The-Sea, Florida. If you should have any questions, please contact your Code Compliance officer at 954-640-4220 or email bethanyb@lbts-fl.gov.

Sincerely,

Code Compliance/Special Magistrate Clerk

Greco International Corporation

12595 SW 137 Ave Suite 101
Miami, Florida 33186
Office (305) 252-4633
Fax (305) 251-1804

Invoice

Date	Invoice #
4/5/2022	FM11-70673

Bill To
Lauderdale By-The-Sea 4501 N. Ocean Drive Lauderdale-By-The-Sea, FL 33308

Terms	Project
Due on receipt	30 Pine Ave, Lauderdale by ...

Description	Rate	Serviced	Amount
Cut the overgrown grass, treat the overgrown weeds in between pavers with round up.	2,000.00		2,000.00
Board up only what needs to be boarded up, secure all of the access points and block access to all entry ways			

It's been a pleasure working with you!

Total	$2,000.00
Payments/Credits	$0.00
Balance Due	$2,000.00

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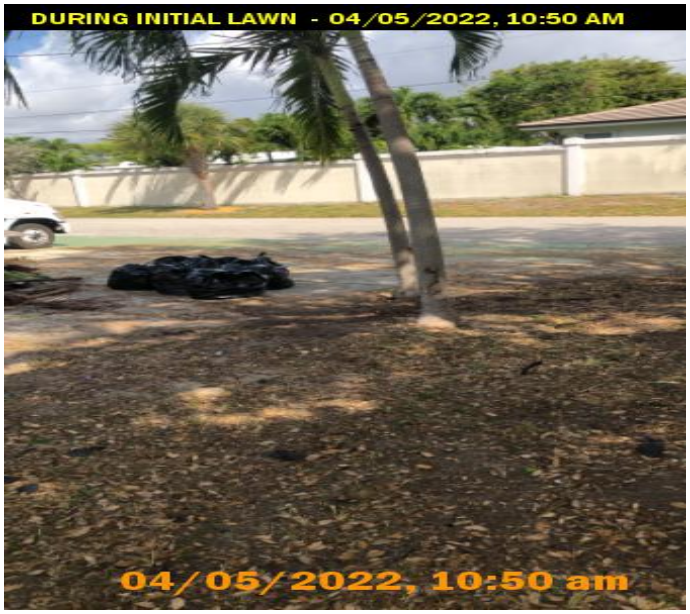
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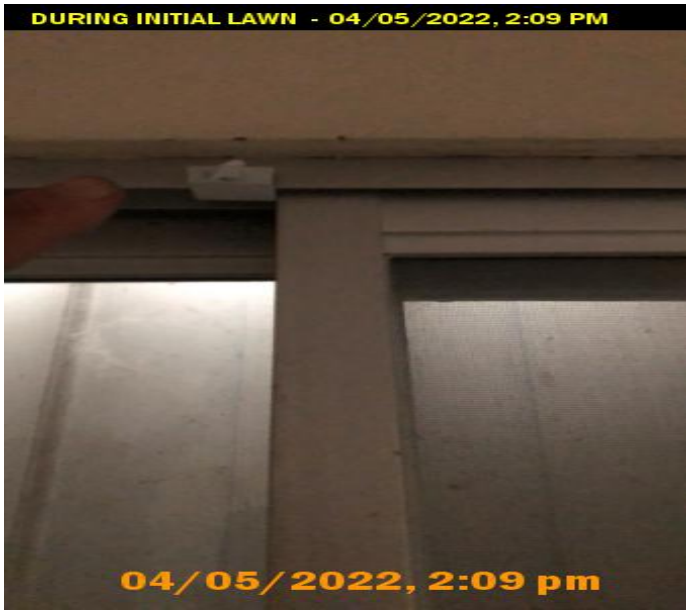
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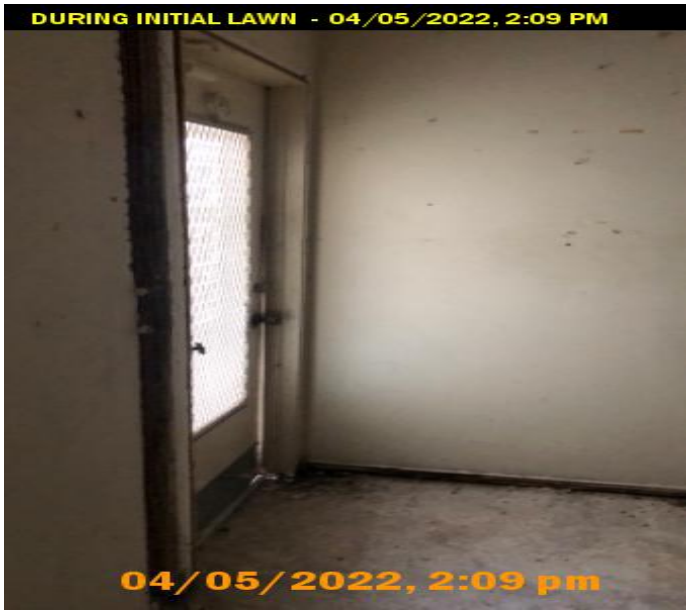
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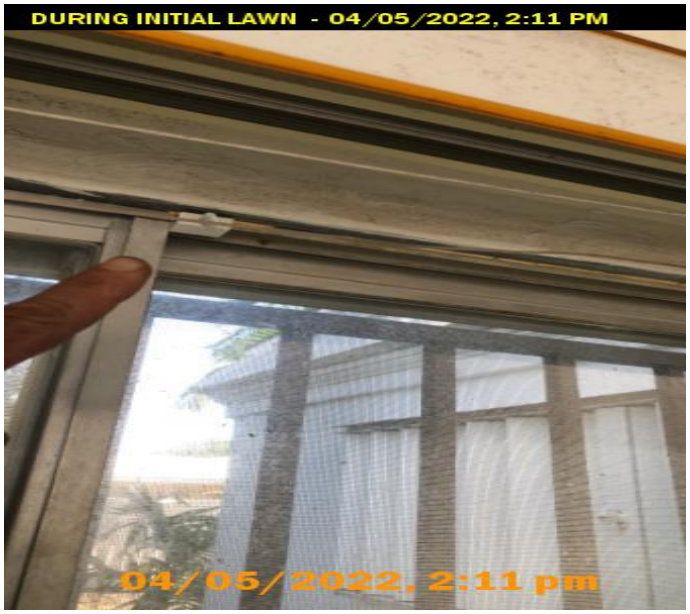
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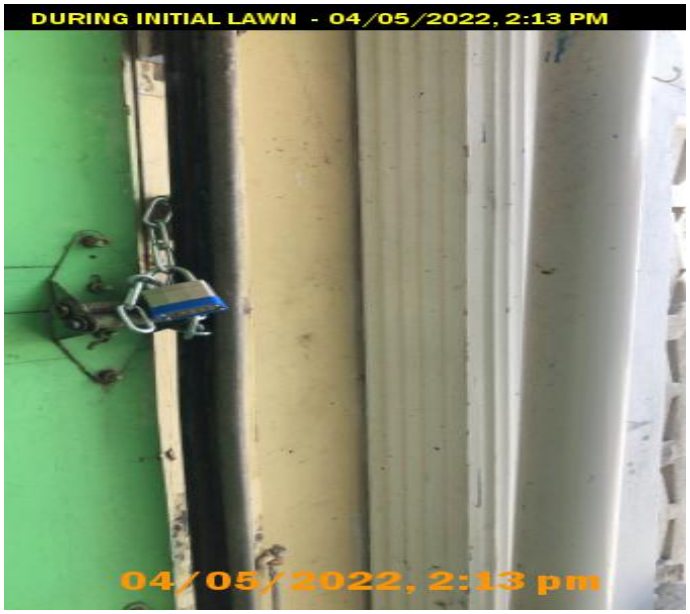
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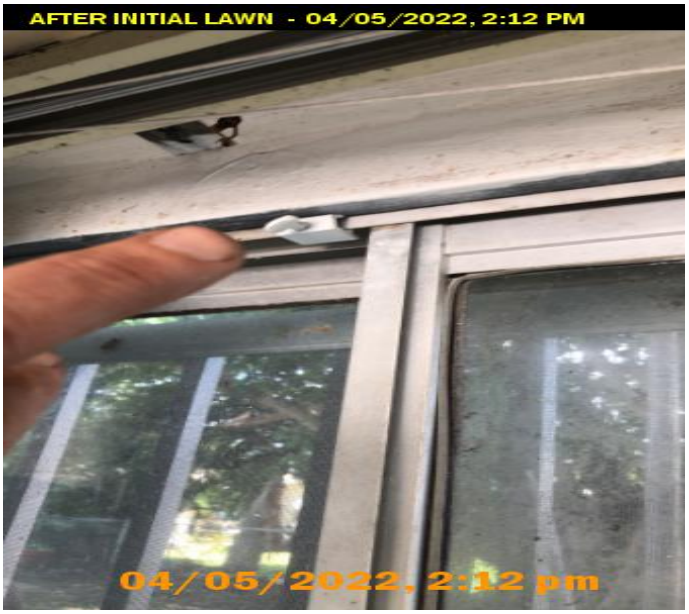
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Property #2 - 230 Pine Avenue

Violation	Daily Fine	Total Fines
Overgrowth, work without permits (interior demolition and renovation), bee infestation	$400	$153,000

This single-family home was purchased in March 2021 by 827 NW 114 St LLC and is not homesteaded. According to the Broward County Records, Taxes and Treasury Division, the 2021 tax assessment for the property remains unpaid in the amount of $9,291.93 **(Exhibit 2)**. The property owner was cited for failure to maintain the property and the Town has expended $2,000 to abate the nuisance violations by boarding the property and mowing the landscaping which is now a lien on the property. Since this action was taken, the landscape violations have returned, and new violations have occurred with the Strangler Fig tree in the back yard having a severe infestation of bees and an additional nuisance condition of trash and litter on the property. These three additional violations are scheduled for the October 27, 2022, code compliance meeting,

The Building Official visited the property on October 14, 2022 and conducted an exterior inspection of the property. From his review, he indicated the property is not eligible for an unsafe structure recommendation. We requested Broward County's Resilient Environment Department to conduct a site visit to evaluate the impact of the bees on the tree. After inspection, the County advised the tree is

not eligible for removal and must be preserved. We have requested a report from a bee expert to determine the best course of action to have the bees removed.

Requested Action: Because this property remains persistently vacant and the property owner has taken no actions to abate the numerous violations on the property, Staff considers this property abandoned. We are requesting authorization to begin foreclosure proceedings. If the Commission concurs, Staff will ask the Special Magistrate to authorize foreclosure of the liens in accordance with statutory requirements at the October 27, 2022 code compliance meeting. Staff would then move to foreclose the property to recover the Town's costs and attorneys' fees.

Approximate Cost to Enforce Action: The estimated attorneys' fees based the information known to Staff is $7,500-$12,000. Estimated fees may change depending on the outcome of the court cases.

Property #3 - 2036 Coco Palm Place

Violations	Daily Fines	Total Fines
Stagnant pool, iguana infestation, damaged fence	$800	$100,000

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Commissioner Oldaker made a motion, seconded by Commissioner Strauss, to proceed with either a nuisance claim, foreclosure, or the Unsafe Structures Board as may be required for 4326 N. Ocean Drive. Motion carried 5-0.

Mayor Vincent strongly emphasized that this issue should be a top priority for Staff due to its importance to public safety.

Development Services Director Campbell continued that the second nuisance property to be addressed is 230 Pine Avenue, which is a single-family home purchased in March 2021 by 827 NW 114 Street, LLC. The property is not homesteaded. Broward County tax records show a tax certificate was issued in 2021, which means the property has been delinquent in taxes for one year. To date, over $150,000 in fines have accrued on the property and continue to do so at a rate of $400/day.

The property was previously cited for failure to maintain, and the Town has spent $200,000 to abate its nuisance violations. These violations have since recurred, along with new violations, such as a strangler fig tree on the property that has a severe bee infestation. There is also an additional violation for trash and litter on the property. These three new violations are scheduled to go before the Special Magistrate on October 27.

The Building Official visited the property on October 14 for an exterior inspection and does not recommend referral of the property to the Unsafe Structures Board. Staff has contacted Broward County's Resilient Environment Department for evaluation of the tree; however, the tree is a native species and must be preserved, which means the recommendation is for mitigation of the bees. Staff has also requested that an expert determine the best way to proceed with bee removal.

If the Commission approves, Staff also requests permission to ask the Special Magistrate to move forward with foreclosure on the subject property at the October 27 meeting, after which time they would proceed to recover the Town's costs and attorneys' fees.

Acting Town Attorney White noted that the previous nuisance abatement action on the 230 Pine Avenue property has already resulted in a lien earlier in the year. Development Services Director Campbell added that a pool is currently under construction on a neighboring property, and the equipment used in construction is agitating the bees and causing them to swarm. Staff has reached out to the property owner via mail and email with no response.

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Commissioner Oldaker asked if the Town may continue to maintain a property once they have taken action to abate a violation. Attorney Gabriel explained that this depends upon the severity of the issue and whether or not it becomes habitual. The Town may ask the Special Magistrate to grant them authority to address a habitual issue, although he cautioned that the Town may not wish to take on this responsibility in all cases. He confirmed that the history of the subject property shows it is not being maintained.

Attorney Gabriel clarified that the Town may not enter the property unless authorized to do so. In some instances, such as where there is no fencing and the property is available, the Special Magistrate may authorize the Town to access the site.

Development Services Director Campbell further clarified that the Town is able to access the tree infested by bees; however, this is a new violation and did not exist when the Town previously abated the property, which means they must seek authorization for access once more.

Commissioner Strauss made a motion, seconded by Commissioner Poulopoulos, that the Town move forward with authority to foreclose or take whatever action they deem appropriate regarding 230 Pine Avenue. Motion carried 5-0.

Development Services Director Campbell addressed 2036 Coco Palm Place, for which the property owner is deceased. A records search does not show any probate cases open in the state of Florida. An individual who claims ties to the deceased owner is living in the home but is not maintaining the property. Taxes and utilities are paid to date, although Florida Power and Light (FPL) would not release information to Staff.

There are currently severe violations for property maintenance, odor, landscaping, and stagnant pool water on the property. A fence which was in disrepair has fallen, leaving the pool unsecured, which poses a life safety hazard to the public. The pool's stagnant water is a breeding area for mosquitoes.

Staff is bringing a case associated with this property to the Special Magistrate on October 27 to cite the unsecured pool as a new violation. This could allow the Town to obtain authorization to enclose the pool and place a lien on the property if the resident does not make corrections within 48 hours. Staff requests that the Town file a complaint in circuit court to have the property declared a public nuisance and obtain authority to enter the premises, drain and secure the pool, maintain landscaping, and complete any other actions necessary to abate these nuisances.

Agenda Item No: 13.c.

Town Commission Agenda Item Report

Meeting Date: September 26, 2023
Submitted By: Katie Anderson, Special Events and Community Marketing Coordinator
Submitting Department: Administration
Item Type: Presentation
Agenda Section: NEW BUSINESS

Subject Title: 2024 Friday Night Music Series

Explanation: The Friday Night Music concerts downtown have grown to become a community favorite annual event. Originally produced by Village Grille and 101 Ocean, the community missed the events when they were stopped. Last year, the Town had extra funding from an auction of old equipment and used those funds to hold Friday Night Music monthly from February through May.

Event
The Friday Night Music concerts were warmly welcomed back and the Commission included $50,000 in the FY24 budget to continue the events. We have estimated the expense for each event to be approximately $10,000. This estimate includes stage rental, lighting, sound, band, and BSO detail. Therefore, the Town is proposing five (5) Friday night concert events for the 2024 season. Each of the events will run from 6:00 p.m. to 10:00 p.m. with the proposed road closure and stage setup beginning at approximately 1:00 p.m.
The proposed dates are:

- January 19, 2024
- February 16, 2024
- March 22, 2024
- April 19, 2024
- May 17, 2024

Staff reviewed the event calendars of Pompano and Fort Lauderdale and the proposed dates do not conflict with any other published events going on in the nearby communities.
In the past, one band has played for the entire four-hour event. This year should the budget and entertainer schedules allow, the Town staff is recommending that we include an option for an opening band, followed by the main act. South Florida is rich in talent and culture, and opening the concert series up to more than one act per evening allows the Town to offer residents and visitors a wider variety of entertainment to enjoy. This will also provide an increased variety for the concertgoers.

Location
In previous years, music events have been set up on El Mar Drive, between Village Grille and 101 Ocean. Conversations on moving the event site arose during the Staff event recap meetings of the 2023 series, when the topic of public safety and attendee comfort was discussed. During last year's event recap, staff supported the stage relocation to improve public safety and access.

Town Staff reviewed the relocation options with the downtown businesses and Aruba Beach Café requested that the Town staff present alternative locations for the Commission's consideration.

The options are attached as Exhibit 1 and are as follows:

Option A and B (stage location on Commercial Boulevard)
Requires the closure of Commercial Boulevard between Ocean and El Mar Drive from 1:00 pm until end of event clean up.

- This proposed event location would not require parking spot closures.
- Eliminates issues with the route for Aruba Beach Cafe valet.
- Provides more pedestrian space and eliminates congestion that was occurring between the back of the stage and the barricades.
- The change in location would allow El Mar Drive to remain open throughout the day and evening for traffic flow.
- Barricades can be moved to allow for the stage company and the band to load their equipment before the barricades are firmly set in place. At the conclusion of the event, the barricades can again be moved to allow for the stage company and band to access the event area directly and complete breakdown.

BSO Estimated Costs: $1800 – number of additional detail required 4 (not considered a Special Detail). The detail staff would be supplemented by the deputy working per the town's MOU with BSO that focuses on foot patrols in the downtown area during season.
Fire Cost: $0 no special detail required.
Total Public Safety Estimated Cost: $1800

Option C (location in front of Ocean Plaza)
Requires closure of the horseshoe drive that accesses Anglin's Pier and Aruba Beach café from 3:00 PM until end of event clean up.

- This proposed event location would not require parking spot closures.
- Except for the horseshoe, the streets would remain open;
- This option provides substantially less room for attendees to enjoy the show. With the existing median in place, space to set chairs would be limited so the event would largely be standing room only.

BSO Estimated Costs: $3200 – due to the additional closures required to accommodate the relocation of the valet service, BSO would require 5 deputies. The additional deputy needed for the event bumps the event into a Special event category and the required pay is increased and a supervisor is required. The detail would be supplemented by the deputy working per the town's MOU with BSO that focuses on foot patrols in the downtown area during season.
Fire Cost: $0 no special detail required.

Total Public Safety Estimated Cost: $3200

Option D (location in front of Dune Plaza on El Mar Drive)
Closure of the entirety of Commercial Boulevard, from A1A to the beach, would be required. In addition, closure of El Mar Drive both East and West to the turnaround would also be required so cars are given opportunity and space to U-turn. There would be no thru traffic downtown from 1:00 p.m. through breakdown of the event space.
This site map mirrors the Christmas By The Sea set up which accommodates many more attendees than the music series draws.

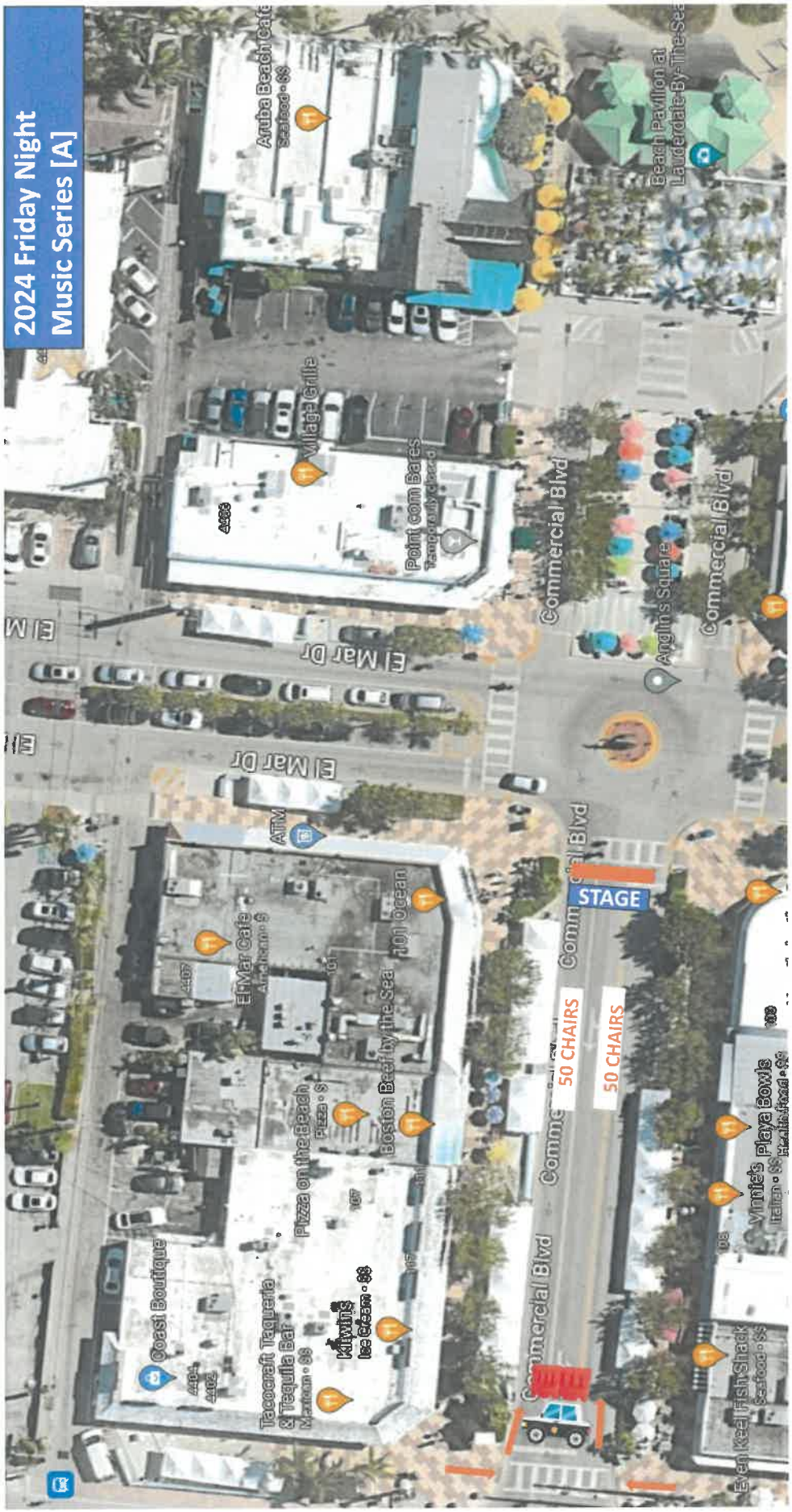
- Parking spaces along El Mar, in between El Mar Café and Village Grille, as well as the spaces between Harat's and Mulligan's, would need to be blocked off on the morning of each event so that no cars are blocked into the event space.

BSO Estimated Costs: $4900 – due to the additional closures required to accommodate the relocation of the valet service, BSO would require 8 deputies plus a supervisor, which requires the aforementioned additional pay and supervision. The detail would be supplemented by the deputy working per the town's MOU with BSO that focuses on foot patrols in the downtown area during season. Securing the additional number of deputies required for this event monthly would be extremely challenging.

Fire Estimated Costs: $1500 – due to the size of the event area, additional detail would be required.
Total Public Safety Estimated Cost: $6400
(If this option is selected, Town will either need to reduce the number of planned events or increase the budget for this event)
Staff Recommendation: After reviewing the proposed options, staff continues to recommend placing the stage on Commercial Boulevard. We recommend alternating to determine which option is the best site plan for the community.
Once the 2024 Concert Series is approved and site plan selected, Staff will move forward with securing bands for the above-mentioned dates.

Recommendation: After reviewing the proposed options, Staff continues to recommend placing the stage on Commercial Boulevard and alternating between option A and option B to determine which option is best for the community.

Exhibits:
1. Exhibit 1- Friday Night Music Plans


2024 Friday Night
Music Series [A]
Aruba Beach Cafe
Seafood • $$
Beach Pavilion at
Lauderdale-By-The-Sea
Village Grille
Point com Bares
Temporarily closed
Commercial Blvd
Anglin's Square
Commercial Blvd
El Mar Dr
El Mar Dr
El Mar Dr
ATM
El Mar Cafe
American • $
Boston Bear by the Sea
Ocean
Pizza on the Beach
Pizza • $
Coast Boutique
Taco craft Taqueria
& Tequila Bar
Mexican • $$
Kilwins
Ice Cream • $$
Commercial Blvd
Commercial Blvd
STAGE
50 CHAIRS
50 CHAIRS
Vinnie's
Italian • $$
Playa Bowls
Health Food • $$
Even Keel Fish Shack
Seafood • $$

2024 Friday Night
Music Series [B]
Coast Boutique
4404
4402
Tacocraft Taqueria
& Tequila Bar
Mexican • $$
Kilwins
Ice Cream • $$
Pizza on the Beach
Pizza • $
Boston Beef by the Sea
El Mar Cafe
American • $
101 Ocean
ATM
El Mar Dr
El Mar Dr
Village Grille
Point com Bares
Temporarily closed
Aruba Beach Cafe
Seafood • $$
Commercial Blvd
Commercial Blvd
Commercial Blvd
Commercial Blvd
50 CHAIRS
50 CHAIRS
STAGE
Anglin's Square
Beach Pavilion at
Lauderdale-By-The-Sea
Even Keel Fish Shack
Seafood • $$
Vinnie's
Italian • $$
Playa Bowls

2024 Friday Night
Music Series [C]
STAGE
50 CHAIRS
Aruba Beach Cafe
Seafood • $$
Beach Pavilion at
Lauderdale-By-The-Sea
Village Grille
Point com Bares
Temporarily closed
Commercial Blvd
Argin's Square
Commercial Blvd
El Mar Dr
El Mar Dr
ATM
El Mar Cafe
American • $
101 Ocean
Pizza on the Beach
Pizza • $
Boston Beer by the Sea
Coast Boutique
Taqueria Taqueria
& Tequila Bar
Mexican • $$
Kilwins
Ice Cream • $$
Commercial Blvd
Commercial Blvd
Commercial Blvd
Vinnie's
Italian • $$
Playa Bowls
Health Food • $$
Eden Keal Fish Shack
Seafood • $$

2024 Friday Night Music Series [D] [CBTS Setup]
Coast Boutique
Local Product | Looking For A Beach...
Tacocraft Taqueria & Tequila Bar
Order Delivery with Postmates
El Mar Cafe
American · $
ATM
101 Ocean
El Mar Dr
Village Grille
Aruba Beach Cafe
Seafood · $$
Commercial Blvd
STAGE
Inglin's Square
Even Keel Fish Shack
$10 Off First Order Use Give10
Playa Bowls
$10 Off First Order Use Give10
Mulligan's Beach House
$10 Off First Order Use Give10
Gelato-go Lauderdale by the sea
Order Delivery with Postmates
Public Restrooms
Google

Agenda Item No: 16.a.

Town Commission Agenda Item Report

Meeting Date: September 26, 2023
Submitted By: Jhanelle Campbell, Development Services Director
Submitting Department: Development Services
Item Type: Ordinance
Agenda Section: ORDINANCES 2Nd Reading

Subject Title: ORDINANCE 2023-03: ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE I "IN GENERAL" OF THE CODE OF ORDINANCES TO UPDATE REGULATIONS REGARDING CONSTRUCTION FENCING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Explanation: Chapter 6 of the Town of Lauderdale-By-The-Sea Code of Ordinances ("Town Code") requires the installation of temporary perimeter site fencing for new construction projects. Due to a lack of clarity in the existing ordinance, several construction fences have been installed on various projects which are not uniform in appearance. Staff prepared Ordinance 2023-03 **(Exhibit 1)** to address the lack of clarity in the code language. The table below outlines the proposed changes to Town Code Section 6-8.

	Issue Addressed	Ordinance Requirement	Ordinance Line Number
1.	Ordinance clarifies that perimeter site fencing for construction projects must meet the requirements of the Florida Building Code.	Current regulations do not clearly outline the requirement for conformance with the Florida Building Code.	32-34
2.	Ordinance institutes a requirement for construction fences to be chain link and have a visual barrier installed. Further clarifies prohibition of graphics and sales information on the fence.	Current regulations do not clearly outline a requirement for construction fences to be chain link.	40-41
3.	Ordinance institutes a requirement for construction fences to be secured and locked when workers are not on the job site	Current regulations do not have a requirement for construction fences to be secured.	51-52
4.	Ordinance institutes a requirement for construction fences to be secured and fence covering removed upon issuance of a hurricane warning applicable to the Town.	Current regulations do not have a requirement for construction fences to be secured in the event of a hurricane.	53-56

Town staff presented Ordinance 2023-03 to the Town Commission at its August 15th meeting for first reading. The Commission voted unanimously to approve the ordinance at first reading with the insertion of the words "to a structure" to line 31.

Recommendation: Staff recommends approval of Ordinance 2023-03 on second reading.

Exhibits:

1. 2023- 03 Construction Fence Appearance Ordinance

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE I "IN GENERAL" OF THE CODE OF ORDINANCES TO UPDATE REGULATIONS REGARDING CONSTRUCTION FENCING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, 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 Town Commission desires to amend Chapter 6, "Buildings and Building Regulations," of the Town Code of Ordinances to amend regulations regarding construction fencing; and

WHEREAS, the Town Commission finds that this Ordinance is in the best interests of the Town and its residents.

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

SECTION 1. Recitals. The foregoing "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. Amendment. Chapter 6, "Buildings and Building Regulations," of the Town Code of Ordinances, is hereby amended to read as follows[1]:

Chapter 6 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. - IN GENERAL

[1] Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions between first and second reading are shown in double underline. Deletions between first and second reading are shown in ~~double strikethrough~~.

* * *

Sec. 6-8. Construction site operation, maintenance, appearance, and secondary impacts.

* * *

(c) *Fencing.*

(1) Temporary perimeter site fencing for new construction and significant exterior alterations or additions to a structure is required.

(~~1~~2) Temporary perimeter site fencing ~~for new construction is required and must meet all of the following requirements~~ must meet the requirements of the Florida Building Code and Town Code as indicated below:

a. Be six feet high with approved screening material to prevent dust intrusion upon adjacent properties.

b. Be installed and maintained at ground level on all sides of the site.

c. ~~Include installation and maintenance of an approved silt fence to prevent any construction debris from entering the waterway for properties abutting a waterway~~ Be chain link and have a visual and dust barrier or screening of canvas or mesh fence covering.

d. ~~Be removed from the site upon the earliest of:~~

~~1. A determination by the Building Official that construction work is deemed abandoned pursuant to subsection (h) of this section;~~

~~2. The expiration of the related building permit;~~

~~3. Completion of the exterior of the building; or~~

~~4. The issuance of a certificate of occupancy~~ Be consistent with Section 30-504 of this Code.

e. Be inclusive of an approved and maintained silt fence to prevent any construction debris from entering the waterway for properties abutting a waterway.

f. Be secured with a lock substantial enough to ensure closure and security when workers are not on the job site.

g. Be secured upon the issuance of a hurricane warning applicable to the Town. This includes the temporary removal of screening material and silt fencing, if applicable. All barrier or screening materials shall be reinstalled not more than ten (10) business days after the hurricane threat has ended.

h. Be removed from the site upon the earliest of:

1. A determination by the Building Official that construction work is deemed abandoned pursuant to subsection (h) of this section;

2. The expiration of the related building permit;

3. Completion of the exterior of the building; or

4. The issuance of a certificate of occupancy.

(~~2~~3) Perimeter site fencing for other construction projects may be required at the discretion of the Building Official.

(~~3~~4) It is not intended that the temporary fencing required by this section be limited by required setbacks.

* * *

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 such conflict.

SECTION 6. **Effective Date**. This Ordinance shall become effective immediately upon passage on second reading.

Passed on the first reading, this 15th day of August, 2023.

Passed on the second reading, this ____ day of _____, 2023.

_____

MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	YEA	
Vice-Mayor Malkoon	YEA	
Commissioner Poulopoulos	YEA	
Commissioner Oldaker	YEA	
Commissioner Strauss	YEA	

Attest:

_____

Katrina Adler, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

_____

Susan L. Trevarthen, Town Attorney

Agenda Item No: 16.b.

Town Commission Agenda Item Report

Meeting Date: September 26, 2023
Submitted By: Linda Connors, Town Manager
Submitting Department: Administration
Item Type: Ordinance
Agenda Section: ORDINANCES 2Nd Reading

Subject Title: ORDINANCE 2023-04: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14.3 "PARKS AND RECREATIONAL FACILITIES; OF THE TOWN CODE OF ORDINANCES TO DEFINE AND REGULATE DESIGNATED CHILDREN'S PLAY AREAS AND TO OTHERWISE UPDATE AND CLARIFY CHAPTER 14.3; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND FOR AN EFFECTIVE DATE.

Explanation: At their August 15, 2023 meeting, the Commission approved on first reading Ordinance 2023-04, which defines and designates a children's play area and requires adults to be accompanied by children to be within the designated children's play area. The Ordinance also updates language regarding alcohol and drug use in parks and adds appropriate definitions.

Recommendation: Staff recommends that the Commission approve Ordinance 2023-04 on second reading.

Exhibits:
1. Ordinance 2023-04 Designated Childrens Play Area

ORDINANCE 2023-04

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 14.3 "PARKS AND RECREATIONAL FACILITIES," OF THE TOWN CODE OF ORDINANCES TO DEFINE AND REGULATE DESIGNATED CHILDREN'S PLAY AREAS AND TO OTHERWISE UPDATE AND CLARIFY CHAPTER 14.3; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lauderdale-By-The-Sea Commission ("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 Town Commission desires to amend Chapter 14.3 "Parks and Recreational Facilities" to define and regulate Designated Children's Play Areas and to otherwise update and clarify Chapter 14.3.

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 14.3, "Parks and Recreational Facilities," of the Town Code of Ordinances, is hereby amended as follows[1]:

Chapter 14.3 PARKS AND RECREATIONAL FACILITIES

* * *

Sec. 14.3-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

[1] Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~.

Adult is a person who has reached the age of 18 years.

Amusement contraptions means any contrivance, device, gadget, machine or structure designed to test the skill or strength of the user or to provide the user with any sort of ride, lift, swing or fall experience including, but not limited to, ball-throwing contest devices, pinball type devices, animal ride devices, dunk tanks, ball and hammer devices, trampoline devices and the like.

Area or *areas* means a specified place within a park.

Child/ren is/are a person(s) 12 years of age or younger.

Children's Play Area means the area within a Town park bounded by signs that identify the designated area as a children's play area pursuant to this chapter.

~~*Town* means the Town of Lauderdale-By-The-Sea.~~

Director means the Director of Public Works.

* * *

Rollerskater is any person riding or propelling oneself by human power or gravity on wheeled devices that are worn on a person's feet or stood upon by a person. Such devices specifically include, but are not limited to, rollerskates, in-line skates, rollerskis, skateboards and scooters.

Town means the Town of Lauderdale-By-The-Sea.

Weapon means all those weapons, excluding firearms, as that term is defined in F.S. § 790.001~~defined as requiring a license or permit under State statute~~, but also includes spears, crossbows, bows and arrows, sling shots, paintball guns or any other dangerous weapon or projectile.

* * *

Sec. 14.3-3. Regulation of public use.

(a) *Park hours.*

(1) Parks shall be open to the public from 7:00 a.m. until 10:00 p.m. Children's play~~ground~~ area~~s~~ shall be open from 7:00 a.m. to 7:00 p.m.(8:00 p.m. during Daylight Savings). It shall be unlawful for any person to enter or remain in a park at any other time without a use permit except when the park area or facility is otherwise designated by the Town, or the park area or facility is being used as part of an authorized Town program.

* * *

Sec. 14.3-4. – Regulation of general conduct—Personal behavior.

(a) *Drug and alcohol use*. It shall be unlawful for any person to:

(1) Use, consume, possess or sell any alcoholic beverage, ~~in violation of State statutes or Town Code chapter 3, or~~ unless expressly approved by Town permit or license.

(2) Consume or display any alcoholic beverage at sites where the Town or its agent is a licensed vendor of alcoholic beverages, unless purchased at that site, or authorized by special permit.

(3) ~~Possess or bring beer or wine into a park in kegs, barrels, or other bulk tap quantities, except by Town Permit~~ Use, consume, possess or sell any drug in violation of any law.

(b) *Public nuisance/personal safety*. It shall be unlawful for any person to:

(1) Engage in fighting or exhibit threatening, violent, disorderly or indecent behaviors.

(2) Make unreasonable coarse utterance, gesture or display.

(3) Address abusive language tending to incite a breach of the peace or to be inimical to the peace of any person present.

(4) Engage in any course of conduct or participate in any activity in any park after he or she is advised by a Law Enforcement Officer or other park employee or park patrol agent having authority to regulate or manage the area, that such conduct or participation is unreasonably and unnecessarily hazardous to the personal safety of said person or another person; or impairs or limits the lawful use and enjoyment of the facility or area by other persons.

(c*) Property of others*. It shall be unlawful for any person to:

(1) Intentionally disturb, harass or interfere with a park visitor's property.

(2) Leave or store personal property on Town property.

(d) *Littering*. It shall be unlawful for any person to deposit, scatter, drop or abandon in a park any bottles, cans, broken glass, hot coals, ashes, sewage, waste or other material, except in receptacles provided for such purposes.

(e) *Possession and use of weapons/fireworks*. Except for a licensed Law Enforcement Officer, it shall be unlawful for any person to:

(1) Have in his/her possession within any Town park, a weapon, as that term is defined in F.S. § 790.001.

(2) Possess, set off or attempt to set off or ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics without a Town permit.

(3) Shine a laser in the face of another person.~~,~~

(f) *Interference with employee performance of duty*. It shall be unlawful for any person to impersonate or pretend to be any employee of the Town or interfere with, harass or hinder any employee in the discharge of his/her duties.

(g) *Smoking*. It shall be unlawful for any person to smoke in a park, except for the smoking of unfiltered cigars.

(h) *Designated Children's Play Areas*. It shall be unlawful for any adult to enter or remain in a designated children's play area, where signage is posted, unless the adult is supervising or accompanying a child or children who is/are then visiting the play area.

* * *

Sec. 14.3-5. Regulations pertaining to general parkland operation.

* * *

(e) *Amusement contraptions*. It shall be unlawful to bring in, set up, construct, manage or operate any amusement or entertainment contraption, device or gadget without authorization of the Town manager or his/her designee.

* * *

Sec. 14.3-6. Protection of property, structures and natural resources.

* * *

(b) *Wildlife*. It shall be unlawful for any person to:

(1) Kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed, any species of wildlife, except as permitted by Town permit in designated areas.

(2) Release or abandon any animal within a park.

(43) Feed any wildlife or feral animals in a park.

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 15th day of August , 2023.

Passed and adopted on the second reading, this ___ day of _____, 2023.

_____
MAYOR CHRIS VINCENT

	First Reading	Second Reading
Mayor Vincent	YEA	_____
Vice-Mayor Malkoon	YEA	_____
Commissioner Oldaker	YEA	_____
Commissioner Poulopoulos	YEA	_____
Commissioner Strauss	YEA	_____

ATTEST:

_____
Katrina Adler, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

Agenda Item No: 17.a.

Town Commission Agenda Item Report

Meeting Date: September 26, 2023
Submitted By: Lucila Lang, Finance Director
Submitting Department: Finance
Item Type: Resolution
Agenda Section: RESOLUTIONS – PUBLIC COMMENTS

Subject Title: Resolution 2023-58 - A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2022/2023 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2022/2023 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

Explanation: The Town has established a fiscal year beginning October 1 and ending September 30. Each year, the Town Commission adopts its annual budget at the 2nd budget hearing in September. As the fiscal year ends, the actual revenues and expenditures are reviewed and budget amendments are proposed for the actual amounts incurred. These amendments are then presented to the Commission for approval. The process, which is outlined in FS 166.241, requires necessary amendments to be completed no later than 60 days after the end of the fiscal year.

Staff is requesting approval of the following amendments to the FY23 Annual Budget. Requests are outlined by Fund.

General Fund Budget Amendment:

- To recognize the purchase of the Bougainvilla property.
- To recognize receipt of additional revenues from different sources.
- To account for additional expenditures for:
    - Municipal Election-March 2022-Supervisor of Elections
    - Contractual services
    - Printing and binding
    - Community Center-copier maintenance

Capital Improvement Fund Budget Amendment:

- Re-allocation of funds from Friedt Park project to Downtown Commercial Refurbishment

Project

Parking Fund Budget Amendment:

- To recognize the purchase of the Bougainvilla property

Building Fund Budget Amendment:

- To recognize receipt of additional revenue in building permits
- To recognize additional expenditures for contractual services and capital outlay-equipment and machinery.

Exhibit "A" to the attached Resolution includes additional details and identifies the specific department(s) for the above-mentioned amendments for FY22-23.

Recommendation: Adopt Resolution 2023-58 (Exhibit 1) amending the FY22-23 budget.

Exhibits:

1. Resolution 2023-58 Budget Amendment

RESOLUTION NO 2023-58

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2022/2023 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A"; AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2022/2023 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager has made recommendations to the Town Commission, which require amendment of the 2022/2023 Fiscal Year budget; and

WHEREAS, the Town Commission, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2022/2023 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

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

Section 1: **Recitals.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference. All exhibits attached hereto are hereby incorporated herein.

Section 2: **Budget Amended.** The Town Commission of the Town of Lauderdale-By-The-Sea, Florida, hereby amends the 2022/2023 Fiscal Year Town Budget as set forth in Exhibit "A."

Section 3. **Appropriations and Expenditures.** The appropriations and expenditures set forth in Exhibit "A" are hereby approved**.**

Section 4. **Implementation.** The Town Administration is directed to effectuate the appropriations and expenditures reflected in Exhibit "A" by necessary transfers.

Section 5. **Conflicts.** All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

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

Passed on this 26th day of September, 2023.

_____
MAYOR CHRIS VINCENT

Attest:

_____
Katrina Adler, Town Clerk

APPROVED AS TO FORM:

_____
Susan L. Trevarthen, Town Attorney

FY2022/2023 Budget Amendment

REVENUES

Exhibit "A" to Resolution 2023-58

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
310-Parking	000.000-Appropriated Fund Balance	0	1,927,165	1,927,165	Budget amendment to recognize the purchase of the Bougainvilla Building
	306.000-Bougainvilla Rent	0	72,835	72,835	Budget amendment to recognize Bougainvilla apartment rent revenue
001-General	000.000-Appropriated Fund Balance	477,342	1,984,215	1,506,873.09	Budget amendment from appropriate fund balance to purchase Bougainvilla Building
	301.600-Franchise Taxes	600,000	604,950	4,950.00	Budget amendment to recognize additional revenues from FL Power & Light Franchise
	303.000-Intergovernment	170,000	200,072	30,072.00	Budget amendment to recognize additional revenues from Municipal Revenue Sharing
	303.000-Emergency Supplemental Funding	0	15,139	15,138.52	Budget amendment to recognize funding received from the State
	306.000-Miscellaneous Merchandise Sales	0	2,071	2,070.67	Budget amendment to recognize Miscellaneous Merchandise Sales revenue
	306.000-Rent/Lease Royalties	79,503	103,407	23,904.00	Budget amendment to recognize rent/leases
	306.000-Interest	6,000	16,000	10,000.00	Budget amendment to recognize additional interest earnings
102-Building	302.100-Building Permits	950,850	1,535,673	584,823.00	Budget amendment to recognize additional building permits revenue
	Total Revenues			**$ 4,177,831.28**	

EXPENDITURES

Fund	Department / Project Number	Current Budget	Proposed Budget	Variance	Explanation
001- General	511.000-General (500512 Elections)	0	15,700	15,700.00	Budget amendment to recognize expenditure for March 2022 Municipal Election was-received in fiscal year 2023 from Broward County Supervisor of Elections.
001- General	511.200-General (500345 Contractual Services)	0	1,219	1,218.77	Budget amendment to recognize expenditures for Contractual Services
001- General	511.200-General (500506 Printing and Binding)	0	2,640	2,639.78	Budget amendment to recognize Printing & Binding
001- General	519.000-General (500610 Capital Outlay-Land/Building Acquisition)	0	1,571,629	1,571,628.82	Budget amendment to recognize Bougainvilla Building Acquisition
001- General	572.000-General (500463 Service Maintenance Contracts)	0	1,821	1,820.91	Budget amendment to recognize Konica Minolta Business Solutions - Copy machine maintenance
300-Capital	545.101-Downtown Commercial Refurbishment (500630 Capital Outlay Imp. other than Bldg.)	1,200,000	1,900,000	700,000.00	Budget amendment to cover expenditures for the Downtown Commercial Refurbishment Project
	577.100-Friedt Park (500630 Capital Outlay Imp. other than Bldg.)	700,000	0	(700,000.00)	Budget amendment to re-allocate budgeted amount from Friedt Park to Downtown Commercial Refurbishment Project
310-Parking	545.000-Capital Outlay Land/ Building Acquisition	0	2,000,000	2,000,000.00	Budget amendment to recognize the purchase of Bougainvilla Building
102-Building	524.100-Building Permit Services	665,000	1,212,258	547,258.00	Budget amendment to recognize additional building permit services
	524.100-Contractual Services	-	22,786	22,786.00	Budget amendment to recognize expenditures for Contractual services
	524.100-Capital Outlay- Equipment & Mach	-	14,779	14,779.00	Budget amendment to recognize expenditures for Capital outlay equipment & machinery
	Total Expenditures			**$ 4,177,831.28**	